

**PROFESSIONAL  
AGREEMENT**

between the

**SOUTH LAKE  
BOARD OF EDUCATION**

and

**MEA-NEA LOCAL ONE  
SOUTH LAKE EDUCATION ASSOCIATION (SLEA)**

**September 1, 2016 – August 31, 2019**

**The parties understand that an emergency manager appointed under the local financial stability and choice act, 2012 PA 436, MCL 141.1541 to 141.1575, has the ability to reject, modify, or terminate the collective bargaining agreement as provided in the local financial stability and choice act, 2012 PA 436, MCL 141.1541 to 141.1575.**

**TABLE OF CONTENTS**  
**Agreement between the BOARD and the ASSOCIATION**  
**September 1, 2016 through August 31, 2019**

ARTICLE I RECOGNITION.....1

ARTICLE II BOARD RIGHTS and TEACHER RIGHTS AND RESPONSIBILITIES.....1

ARTICLE III PROFESSIONAL COMPENSATION.....3

ARTICLE IV SCHOOL CALENDAR.....5

ARTICLE V VACANCIES, NOTIFICATIONS AND SENIORITY .....6

ARTICLE VI TEACHING CONDITIONS.....9

ARTICLE VII ADMINISTRATIVE VACANCIES and PROMOTIONS .....9

ARTICLE VIII LEAVE.....10

ARTICLE IX LEAVES of ABSENCE .....11

ARTICLE X TERMINATION of EMPLOYMENT .....13

ARTICLE XI INSURANCE PROTECTION.....14

ARTICLE XII PROTECTION of TEACHERS.....17

ARTICLE XIII NEGOTIATION PROCEDURE .....18

ARTICLE XIV GRIEVANCE PROCEDURE .....18

ARTICLE XV PROFESSIONAL STAFF COMMITTEES.....19

ARTICLE XVI TEACHER EMPLOYMENT PRACTICES.....20

ARTICLE XVII MISCELLANEOUS PROVISIONS.....20

ARTICLE XVIII CLASS SIZE.....22

ARTICLE XIX DURATION of AGREEMENT.....24

SIGNATURES .....25

APPENDIX A..... I

APPENDIX B BASIC TEACHER SALARY SCHEDULE..... II

APPENDIX C SUPPLEMENTARY COMPENSATION SCHEDULE..... V

APPENDIX D EXTRA PAY ASSIGNMENTS ..... VI

APPENDIX E SUBJECTS RELATING TO NON-CERTIFICATED INDIVIDUALS ..... VIII

Memorandum of Understanding Shared Sacrifice ..... XVI

## **AGREEMENT**

This Agreement is entered into this **14th** day of September, **2016** by and between the BOARD OF EDUCATION of SOUTH LAKE SCHOOLS, St. Clair Shores, Macomb County, Michigan, hereinafter called the "BOARD", and the MEA-NEA LOCAL ONE/SOUTH LAKE EDUCATION ASSOCIATION (SLEA) for the teachers of the South Lake School District, hereinafter called the "ASSOCIATION". The official business in carrying out this Agreement will be handled by the MEA-NEA Local One President or his/her designee.

### **ARTICLE I** **RECOGNITION**

- A. The BOARD hereby recognizes the ASSOCIATION as the exclusive bargaining representative for all Certified Personnel under continuing contract in a position for which a certificate is required, excluding administrative or supervisory personnel. The term "teacher", when used hereinafter in this Agreement, shall refer to all employees in the bargaining unit as above defined.
- B. The BOARD agrees not to negotiate terms and conditions of employment with any teachers' organization other than the ASSOCIATION for the duration of the Agreement. Nothing herein shall be construed to preclude the ASSOCIATION'S right to enter a grievance on behalf of a teacher without that teacher's consent. Teachers, on behalf of whom a grievance is filed, must be given notice by the ASSOCIATION.

### **ARTICLE II** **BOARD RIGHTS**

Except as modified by the specific terms of this Agreement, the BOARD retains all rights and powers to manage the School District and to direct its employees, including teachers. The ASSOCIATION recognizes these management rights and responsibilities as conferred by the Laws and Constitution of the State of Michigan, and inherent in responsibilities to manage the Public School System, including the right:

- 1. To the executive management and administrative control of the school system and its properties and facilities, and the activities of its employees, including the teachers, during working and duty hours.
- 2. To hire all teachers and, subject to the provision of law, to determine their qualifications and the conditions for their continued employment, or their dismissal or demotion, or assignment, and to promote and transfer all such teachers.
- 3. To establish levels and courses of instruction, including special programs, and to provide for athletic, recreational and social events for students, all as deemed necessary and advisable by the BOARD.
- 4. To approve or disapprove the means and methods of instruction, the selection of textbooks and other teaching materials, and the use of teaching aids of every kind and nature.
- 5. To determine class schedules, the hours of instruction, and the duties, responsibilities, and assignments of teachers and other employees with respect thereto and with respect to administrative and non-teaching activities.

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

## **TEACHER RIGHTS AND RESPONSIBILITIES**

- A. Nothing contained herein shall be construed to deny or restrict any rights and responsibilities that any teacher may have under the Michigan General School Laws. The rights granted to teachers hereunder shall be deemed to be in addition to those provided by law or BOARD policy.

The BOARD and the ASSOCIATION agree that a variety of extra-curricular programs and activities enrich school - community life. The ASSOCIATION recognizes the value of positive, moral support and active personal commitment of the professional staff.

Further, the BOARD and ASSOCIATION agree that school improvement is an essential function of the schools and requires the earnest attention and support of all.

- B. Teachers are expected to comply with the reasonable rules, regulations and directions adopted by the BOARD or its representatives which are not inconsistent with the Agreement. The Administration will seek input from the ASSOCIATION when proposed changes in reasonable rules, regulations, and directions affect teaching conditions.

Any procedure developed to implement changes in BOARD policy on critical communicable diseases that affects the health and safety and/or working conditions of teachers shall be bargained with the ASSOCIATION.

- C. The South Lake teachers of the ASSOCIATION may use school building facilities at all reasonable hours for meetings, subject to the reasonable rules and regulations which uniformly apply to the use of school facilities. No teacher shall be prevented from wearing insignia, pins or other identification of membership in the ASSOCIATION either on or off school premises. Bulletin boards, teacher mailboxes, and school mail shall be made available to the ASSOCIATION.

- D. The BOARD agrees to make available to the ASSOCIATION, in response to reasonable requests information which the ASSOCIATION requires to process grievances, to administer this Agreement, and to formulate contract proposals. Such requests shall be in writing and specific in the nature of what is being requested.

- E. Teachers shall, at all times, be notified in advance and be entitled to have a representative of the ASSOCIATION present when they are being formally reprimanded, warned, or disciplined for any infraction of rules or delinquency in professional performance. When a request for representation is made, no action shall be taken with respect to the teacher until such representation of the ASSOCIATION be present. All reprimands shall be conducted in a professional manner.

- F. Teachers shall have the right, upon request, to review the contents of their own personnel file, except as to information delivered in confidence from sources outside the District. A representative of the ASSOCIATION may be requested to accompany the teacher in such review.

Teachers may submit a written notation regarding any material in their file and the same shall be attached to the file copy of the material in question. If teachers believe that material to be placed in their file is inappropriate or in error, the teacher may seek adjustment through the grievance procedure, whereupon the material may be corrected or expunged from the file. If teachers are asked to sign material placed in their file, such signature shall be understood to indicate their awareness of the material, but in no instance, shall said signature be interpreted to mean agreement with the content of the material.

The teacher is entitled to have a representative of the ASSOCIATION present at disciplinary meetings. All information forming the basis for disciplinary action will be made available to the teacher and the ASSOCIATION.

- G. The BOARD shall enter into no contract which will result in instruction being provided, supervised or otherwise influenced by any organization without formal consultation with the ASSOCIATION

- H. Teachers who voluntarily accept the supervision of student teachers shall be tenured and possess a minimum of a Masters Degree in the area of academic preparation.
- I. The BOARD recognizes that the Code of Ethics of the National Education Association is considered by the ASSOCIATION and its membership to define acceptable criteria of professional behavior. This Code is set forth outside the jurisdiction of this contract, and is not associated with the grievance procedure of this contract. Teachers serve as role models for students; therefore, teachers shall conduct themselves as professionals.
- J. Teachers, when acting as a private citizen, shall be entitled to full rights of citizenship and no religious or political activities of any teacher or the lack thereof shall be grounds for any discipline or discrimination with respect to the professional employment of such teacher.
- K. The provisions of the Agreement, and the wages, hours, terms and conditions of employment shall be applied by both parties without regard to race, religion, color, national origin, age, gender, or marital status or membership in or association with the activities of any employee organization. The BOARD and the ASSOCIATION pledge themselves to seek to extend the advantages of public education to every student without regard to race, religion, gender, color, or national origin and to seek to achieve full equality of educational opportunity for all pupils.

The BOARD and ASSOCIATION fully subscribe to a policy of equal opportunity and will maintain and conduct all practices related to reinstatement, hiring, upgrading, discipline and other conditions of employment in a manner which does not discriminate on the basis of race, color, age, religion, national origin, marital status or gender.

### **ARTICLE III PROFESSIONAL COMPENSATION**

- A. The compensation of teachers covered by this Agreement is set forth in appendices as attached to and incorporated in this Agreement. Such compensation schedules shall remain in effect during the designated period.
- B. All new teachers may be given credit on the salary schedule set forth in Appendix B for fully certified years of outside teaching experience in any school district in the State of Michigan or other fully certified teaching experience in a school district accredited by a recognized accrediting agency. Like credit may be granted for persons who have work experience comparable to certification standards.
- C. A teacher engaged during the school day in negotiating on behalf of the ASSOCIATION with any representative of the BOARD or participating in any professional grievance negotiation with the BOARD shall be released from regular duties without loss of salary, provided that the above proceedings are mutually agreed upon by the BOARD or its representatives and the ASSOCIATION.
- D. The daily salary rate of a teacher shall be computed by dividing the individual's contractual salary by the number of days on the negotiated calendar for which teachers are expected to report for duty.
- E. A mileage allowance as established in BOARD policy will be paid for the use of personal vehicles on authorized school business. Teachers are not required to transport students.
- F. Monetary compensation and/or released time for newly created extra-duty positions or changes in either form of compensation for existing extra-duty positions shall be mutually agreed upon before becoming effective. Prior to reaching an agreement, the BOARD may initiate the position for thirty (30) calendar days.

A committee of an equal number of BOARD and ASSOCIATION members, to a limit of three (3) each will meet to review the extra pay schedule for the purpose of adding to, deleting from, or amending the schedule to reflect current needs.

This provision does not preclude teachers providing voluntary free professional services to the school district.

- G. Teachers assigned an additional, regularly scheduled high school class shall have their contracts increased by one-fifth or one-sixth (based on the schedule) for the duration of that class.
- H. A teacher who teaches a class on a temporary substitute basis or does not receive their scheduled preparation period shall be paid 1/5 per diem rate for a five period day and 1/6 per diem for a six period day of the BA step 7 on the salary schedule. Teachers at the elementary level shall be paid 1/5 per diem rate for every 50 minutes of scheduled prep period not received. Teachers will be given the option to either be paid for their time if they sub on their prep time or lose their prep time, or they may, at the teacher's discretion, elect to accrue this time to their sick/leave time. Accrual will be based on actual minutes subbing or, at the elementary level, for minutes of prep missed. 7 hours of accrued time shall be considered a full day and 3.5 hours of accrued time shall be considered a half day.

Payment for such substitution shall be made when the teacher has been asked by an administrative representative. Teachers have the right of refusal for such substitutions, except in emergencies. If an individual is asked by a colleague to cover a class, even though approved by an administrator, payment will not take place.

- I. The BOARD and the ASSOCIATION agree that professional development and curriculum development programs may be offered to teachers on a voluntary stipend basis outside of regular contract times. Curriculum work will be completed in a place mutually determined between the Curriculum Office and teacher.

Teachers missing district provided professional development due to a shared time schedule will be provided a substitute teacher when available to complete the professional development missed, up to 30 hours.

- J. Parent-Teacher evening conferences will be limited to two (2) evenings in the first semester and one evening in the second semester. Such conferences will be scheduled by mutual agreement of the Board and the Association. The BOARD will provide compensatory time which will be scheduled by mutual agreement of the Board and the Association. If a parent(s) is unable to make it to conferences during the second semester because there are no evening spaces available and the student's performance necessitates a conference, the teacher will schedule a time to meet with the parent(s) upon request by the parent(s).

Elementary: If prior to the scheduling of parent-teacher conferences during the second semester the teacher has met the following conditions, the teacher shall not be required to schedule a parent teacher conference for that student: 1) The teacher has met with the parent separately and discussed the student's progress; or 2) The teacher has communicated with the parent(s) of the student and provided notification that the student's performance has reached a level where a conference is not necessary and the parent(s) provided consent. The District shall determine the levels of student performance to meet this notice as well as the form of notice and consent for the parents.

- K. Evening meetings required of a building faculty, excluding conferences, will include at least two (2) after school commitments as determined by the School District. Because attracting and retaining students is of the utmost importance to the School District and engagement with the community is paramount to that goal, faculty are encouraged to attend as many after school events and activities as possible.
- L. Teachers assigned to serve more than one building will have a "home building" designated. Evening meetings which in total exceed usual expectations for the home building per Article III K., by arrangement with the designated administrator, will be recompensed with compensatory time.

- M. Meetings may be scheduled before or after school. The decision as to when to hold the meeting will be made by the principal and the instructional staff. This time is intended to be used for general faculty business, School Improvement, North Central Association Business or departmental business, or for the special education staff. Meetings may run for forty-five minutes. These meetings will be limited to nine times per year per building.

The School District will hold Professional Learning Committee (PLC) meetings no more than nine times during the school year. Students will be provided early release on the days of PLC meetings and the PLC meeting will end no later than the teachers' contractual end time.

- N. The Association and the Board will mutually agree to resolve issues that arise when teachers must travel between buildings in the course of their daily and/or weekly assignments.
- O. Teachers will attempt to communicate with parents/guardians in a timely fashion whenever a student is having difficulty either behaviorally or academically.
- P. Professional responsibilities include, but are not limited to, making lesson plans, correcting student work, checking school mailbox, e-mail, and voice mail. It may also include from time to time conferencing with a parent and attending an IEP. Issues requiring a response will be addressed in a timely manner. Lesson plans entered into Planbook will be limited to two curricular areas at the elementary level. These areas will be determined by the lowest two test scores. At the secondary level, these areas will be limited to two courses. Lesson plans entered in Planbook will include activities, strategies, and standards.

#### **ARTICLE IV SCHOOL CALENDAR**

- A. The school calendar is set forth in Appendix A. An administrative memo will be issued in the fall of each year identifying records days, elementary evaluation days and compensatory time for evening conferences.

Records Days: Teachers, in compliance with FERPA, may complete records off site provided those records are completed in the required time frame for distribution to parents. Teacher check out at the end of second semester will take place as soon as records and assigned check out procedures are completed. No meetings will be scheduled on records days.

Scheduled days of student instruction which are not held because of conditions not within the control of school authorities, such as inclement weather, fires, epidemics, mechanical breakdowns, or health conditions, may be rescheduled to ensure compliance with state law. Teachers will receive their regular pay for days which are canceled, but shall work any rescheduled days with no additional compensation.

When days of student instruction need to be made up to comply with Michigan law, they will be rescheduled in the following manner:

- If only one make-up day is required, it would be the last day of the school year for students.
  - Additional required make-up days will be negotiated by two designated representatives of the ASSOCIATION and two designated representatives of the BOARD. Any agreement reached by these representatives will be binding.
  - If an agreement is not reached by these representatives, any additional days will be added at the end of the school year.
- B. The regular school day for teachers and the student day shall be as referenced in Appendix A. When necessary teachers are to remain for a reasonable period after the close of the pupils' school day to attend to those matters which properly require attention at that time, including consultations with parents.



1. The regular teaching load per day in the high school will be five (5) class periods per day. It is understood that classes that are scheduled in blocks may require a teacher to teach six periods. Each teacher shall have one unassigned preparation period, and a Duty-free lunch period of thirty (30) minutes each day.

The regular teaching load per day in the middle school will be five (5) class periods per day. Each teacher shall have one unassigned preparation period, and a Duty-free lunch period of Thirty (30) minutes each day.

2. All Elementary teachers will be provided with 250 minutes of preparation time per week. All elementary teachers will be provided a duty-free, uninterrupted lunch period of Thirty-Five (35) minutes.

Preparation time is to be used for the purpose of planning and preparing. It is not duty-free time. Teachers may not leave the building during their preparation period without expressed permission of their lead administrator.

Duties outside of their classroom (other than subbing in an emergency situation as otherwise set forth in this Contract) will not be required during a teacher's preparation period up to 250 minutes per week. Meetings between a teacher and the building administrator may occur no more than 25 minutes per week.

- C. Nothing herein shall preclude school faculties, by agreement with the Association, from implementing experimental scheduling, on a one year basis, provided the total teaching time remains unchanged.
- D. The administration shall make every effort to avoid assigning secondary teachers more than four (4) classes in succession.
- E. The BOARD and ASSOCIATION recognize that, in the event substitute teachers are employed, every effort must be made to ensure that the effectiveness of the educational program not be impaired. In this regard, the School District, when acceptable to the substitute teacher, will place substitutes in the following order: 1) elementary, 2) middle school, and 3) high school.
- F. No departure from these norms, except in case of emergency, shall be made without prior consultation with the ASSOCIATION. In the event of any disagreement between the representative of the BOARD and the ASSOCIATION as to the need and desirability of such deviation, the matter may be processed through the professional grievance procedure hereinafter set forth.

## **ARTICLE V VACANCIES, NOTIFICATIONS AND SENIORITY**

- A. Requests for Assignment Change and Layoff Benefits
  1. Requests for change of teaching assignment:
    - a. Teacher desiring a transfer shall submit a written request to the Superintendent/Designee. Teachers shall state the specific assignment or nature of the assignment and school or schools preferred. Such requests shall be acknowledged within ten (10) school days.
    - b. Teachers may apply for a transfer at any time during the school year. Such requests shall be made in response to postings of vacancies.
  2. The BOARD shall submit to the ASSOCIATION a reasonable prognosis of the enrollment figures for the following school year by April 15 of the current school year.

3. It is understood that the present teacher/student ratio shall not be diminished in the future school year and that the BOARD has every intention of maintaining the present average of one classroom teacher for every twenty-seven (27) students. Exceptions must fit Article XVIII, Section D -- Class Size.
4. It is agreed that a minimum number of teachers will be employed based on the projected enrollment for the upcoming school year. The ratio of students to professional staff shall not exceed 20.1 to 1, except in cases of emergency. In such cases, the ASSOCIATION and the BOARD will meet to explore alternatives.
5. Full hospitalization, as covered under the current contract, shall be provided to those laid-off until September 30, or until the individual finds employment elsewhere, whichever occurs first. Beyond September 30, laid-off teachers may continue their hospitalization plan at their own expense for as long as the carrier will allow such coverage to continue.  
  
The BOARD, through the Administration, will actively facilitate those laid off in locating employment opportunities elsewhere.
6. Nothing herein shall preclude an agreement between the BOARD and the ASSOCIATION for the purpose of adding additional staff over and above that number set forth in Section A, Paragraph 4 above.
7. After all voluntary requests for transfer have been honored, a list will be prepared showing the number of positions available and the position titles [grade level(s) and/or subject(s) and eligibility required].

B. Seniority

1. Seniority is defined as the uninterrupted anniversary date of contract issuance for service in the district (unpaid leave, unless for FMLA or military service, shall be considered an interruption of anniversary date). When more than one teacher shares the same anniversary date, order of seniority shall be on the following basis:
  - a. Greatest length of total service in teaching.
  - b. Highest degree held by teacher.
  - c. Most number of credit hours beyond last degree.
2. Part-time persons shall be paid a salary on a prorated basis. For such an Employee the BOARD will provide one half the School District's share of the cost of MESSA PAK Plan A on a prorated basis equivalent to the portion of a full day worked for all those who work less than .6 of a work day; the employee is required to pay the remainder of the cost of the premium. Those working .6 or more of a work day shall receive ninety (90) percent payment for PAK Plan A benefits. An employee may elect MESSA PAK Plan B. If Plan B is elected, the BOARD will pay the full cost. Voluntary part-time employees see Article V, Paragraph C. 2.
3. Laid-off probationary teachers shall remain on the seniority list for two (2) years. Laid-off tenured teachers shall remain on the seniority list for three (3) years or a number of years equal to their seniority at the time of lay-off, whichever is greater. In no event shall such period exceed seven (7) years from the date of layoff.

C. Voluntary Layoffs

1. A member of the bargaining unit may request voluntary layoff for a period of one year. Such applications must be made to the Superintendent or his/her designee, before June 1.
2. Voluntary Part-time Staff
  - a. A teacher assigned or recalled to a full time assignment may choose to teach a partial assignment for the school year at reduced salary and reduced fringe benefits proportionate to the assignment. The individual will be responsible to pay the proportion of costs of fringe benefits in relation to the proportion of time not assigned.
  - b. The duties of the part-time teacher will include attendance at faculty meetings, curriculum meetings, and prep time. This includes any function a regular full-time teacher would perform.
  - c. The part-time teacher will receive seniority as outlined in the contract.
  - d. Positions arising from voluntary part-time situations will be combined into full-time positions, whenever possible.
  - e. Positions arising from voluntary part-time situations not combined into full-time positions, will also be considered voluntary part-time and be subject to the provisions of this Article.
  - f. Two teachers may request to share a full-time, self-contained classroom assignment if both teachers are currently employed in the district, eligible, and mutually agree.
3. The BOARD and ASSOCIATION agree to employ substitute teachers at the regular contract rate appropriate to each substitute teacher's place on the basic Teachers' Salary Schedule, when all the following factors apply:
  - a. The regular teacher is expected to be absent from duties for a significant duration as to reasonably assume full responsibilities for the classroom beyond lesson planning.
  - b. The substitute teacher is a laid-off employee of the South Lake Schools, who is the most senior teacher on the Seniority List.
  - c. The substitute teacher agrees via signed Substitute Teacher Agreement to serve in the assignment until the regular teacher returns to duties, or until the end of the current school year, whichever comes first.

D. Consortiums

1. Students who are scheduled for classes in other high schools as part of a consortium program will continue to be counted for total staffing purposes at South Lake High School.
2. This agreement shall be binding upon the employer's successor, assignees, or transferees. Whether such successor, assignment, or transfer be effected voluntarily or by the operation of the law; and in the event of the employer's merger or consolidation with another employer, this agreement shall be binding upon the merged or consolidated employer.

E. Shared Time Schools

1. An equal number of teachers appointed by the association and administration will work together to create guidelines and a teacher handbook for teaching in the Shared Time Schools.
2. Shared Time teachers will be provided with identification tags.
3. Shared Time teachers will be allotted sufficient travel time as determined, to the extent possible, by MapQuest between work sites.

**ARTICLE VI  
TEACHING CONDITIONS**

- A. The parties recognize that optimum school facilities for both student and teacher are desirable to ensure the high quality of education that is the goal of both the ASSOCIATION and the BOARD. It is also acknowledged that the primary duty and responsibility of the teacher is to teach and that the organization of the school and the school day should be directed toward ensuring that the energy of the teachers is primarily utilized to this end.

The BOARD recognizes the need for providing adequate instructional materials, equipment, and supplies for teachers in order to assist them in the effective discharge of their responsibilities. It is agreed, therefore, that annually, all teachers shall be given an opportunity to express, in writing, their needs for materials, equipment and supplies for the following school year.

- B. The BOARD shall make available, in each school, adequate lunchroom, telephone, and lavatory facilities for staff use, including at least one room, which shall be used as a faculty lounge. Provision for such facilities will be made in all future buildings.
- C. Adequate parking facilities shall be made available to teachers.

**ARTICLE VII  
ADMINISTRATIVE VACANCIES and PROMOTIONS**

- A. When a vacancy in an administrative position in the South Lake Schools shall occur, the BOARD shall cause to be published notice of such vacancy. No vacancy shall be filled until notice of such vacancy shall have been posted for at least fifteen (15) days. The notice shall be delivered to the Association and copies of the notice shall be posted in every school building.
- B. A summary of administrative position requirements and other pertinent information shall be set forth in notices of vacancies.
- C. Any teacher possessing the necessary qualifications may apply for an administrative vacancy and all applications shall be carefully considered. All applications shall be in writing and shall name the positions for which the applicant wishes consideration.
- D. In filling any vacancy, the BOARD agrees to give due weight in the professional background and attainments of all applicants and their length of service in the system.
- E. Unsuccessful candidates for a position shall be so notified of the final decision in writing.
- F. The BOARD declares its support for promoting within the system. A "promotion" is defined as the achievement of an administrative position.
- E. If qualifications for a particular administrative position are changed, the ASSOCIATION shall be notified, in writing, of such changes the changes will be included with the posting.
- F. An administrator hired prior to 1993/94, who was a former SLEA member, retains full seniority rights as a teacher, including time served as an administrator in South Lake Schools.

Any teacher who is promoted or hired for an administrative position in South Lake Schools who was formerly a member of SLEA, and is laid off from his/her administrative position, shall be entitled to seniority rights under this agreement. Any such person shall hold seniority from date of hire as a teacher to the date he/she became an administrator.

### **ARTICLE VIII LEAVE**

- A. Teachers shall receive ten (10) leave days per year. A sick bank shall be maintained as outlined in the Sick Bank rules. Teachers shall have access to all unused, accumulated leave days in their individual accounts. To be eligible for the sick bank, teachers must use no less than twenty-five (25)-days of personal accumulated leave.

A committee of three (3) teachers will review and act upon applications for the sick bank. Decisions of the Sick Bank Application Review Committee shall not be subject to the grievance process.

In the event of exhaustion of sick leave bank days in any one year, the BOARD shall loan days to the bank, as necessary, to be repaid by members' contributions of days in the following year.

- B. A teacher absent from work because of mumps, scarlet fever, measles, chicken pox, conjunctivitis or lice, reasonably shown to be attributable to a source in school, shall suffer no diminution of compensation and shall not be charged with sick leave for a period not to exceed five (5) school days.
- C. Unused leave days will accumulate in subsequent years.

Leave days used consecutively must be approved in advance, except for emergencies.

A teacher who has used no leave days during the previous year will earn two (2) bonus days, which may be used at the teacher's discretion during the subsequent year. A teacher may elect to carry forward one (1) earned bonus day. Bonus days may be used immediately preceding or following a holiday; however, a maximum number of six (6) teachers shall be granted usage for a given date. Such requests for use of days before or after a holiday must be made in writing to the superintendent/designee one week prior to the desired date of use.

- D. Leave days unused each year may be accumulated to a total of 100. Such days will be paid at the regular, daily substitute teacher rate upon resignation or retirement.
- E. A teacher may take a maximum of three (3) days per death in the immediate family: Immediate family shall be interpreted as husband, wife, mother, father, brother, sister, children, grandchildren, grandparents, and father/mother-in-law, brother/sister-in-law, son/daughter-in-law, Step-Father, Step-Mother, Step-Child, Step-Brother, and Step-Sister. Such days shall not be charged against the teacher's individual leave day account. Additionally, teachers may take an additional two (2) days for such purposes to extend the above allotment to up to five (5) days. Such additional two (2) days will be charged against the teacher's individual leave day account.
- F. No teacher shall use leave, bereavement or jury duty days for any purpose other than those reasons applicable under this contract. No day of absence under this Article shall be used for withholding of services or strike purposes including, but not limited to, supporting a strike (within or outside of the South Lake District) or withholding of services. Inappropriate or improper use of any type of leave day shall be grounds for docking and/or disciplinary action by the BOARD or its administrative representatives.
- G. The BOARD will grant up to twelve (12) weeks of Family and Medical Leave during any twelve (12) month period to eligible employees in accordance with the Family and Medical Leave Act (FMLA) of 1993.

- + All requests for such leave will be made to the Superintendent.
- + When the need is foreseeable, notice will be given thirty (30) days before the start of the FMLA Leave. If it is not possible for the employee to give thirty (30) days notice, the employee will give as much notice as is practicable.
- + Proper certification of the reason for the leave must be provided.
- + An employee shall be required to use all available leave time (i.e., sick leave, personal leave, and/or vacation leave) for all or part of the duration of the FMLA leave, with any balance of time being without pay.
- + At the end of the FMLA Leave, the employee will be returned to his/her position held prior to the leave or an equivalent position.

**ARTICLE IX  
LEAVES of ABSENCE**

Upon return from any approved leave, tenure teachers, or teachers having successfully completed the probationary period, shall be restored to a position equivalent to their former position as determined by the School District provided that the teacher holds a valid teaching certificate. The BOARD, at its discretion, may grant the above privileges to non-tenure teachers. Except for sabbatical, a teacher on approved leave must notify the BOARD, in writing, of his/her intention to return or request leave extension by March 15 (postmarked) via U.S. mail or via email to the assistant superintendent for human resources. The BOARD must notify the teacher, in writing, of the impending deadline by February 15. Failure of individuals on leave of absence to notify the BOARD on or before March 15 of their intent to return shall constitute voluntary resignation terminating all employment rights. In such a case, the School District will provide written notification to the teacher that their resignation has been accepted and their employment is terminated.

In the event that a position is not available, the teacher shall be granted an automatic extension upon written yearly request until a position becomes available to that teacher. Teachers shall be reinstated in the first available opening for which they are qualified. In the case of two or more teachers applying for reinstatement at the same time, preference for reinstatement will be made on the following basis:

- First - Greatest length of time on leave.
- Second - Greatest length of service in the district.
- Third - Highest degree held by teacher.
- Fourth- Earliest date of request for reinstatement.

Any teacher whose leave has been extended shall retain all rights and responsibilities inherent in their initial leave.

Leaves of absence shall be a single year, or less, or sustaining time such as one year extensions. No leave will be granted for a different reason immediately following initial intention unless a person has returned to work for one year -- (i.e., a person on an educational leave cannot change to another type leave until he/she has returned to work for at least one year).

Leaves used for purposes other than those reasons for which they were granted shall be null and void.

Refusing an offer of reinstatement or not continuing or securing valid certification will discontinue any further rights to leave privilege or obligation on the part of the BOARD and will result in resignation from the school system.

- A. Any tenure teacher or teacher having successfully completed the probationary period, whose health condition warrants, may be granted a leave of absence without pay or fringe benefits, for such time as is necessary, but not to exceed five years for complete recovery of proper health.
- B. Any tenure teacher or teacher having successfully completed the probationary period may apply for a leave of absence without pay or fringe benefits for any of the reasons outlined below. Such leaves shall not be withheld unreasonably, and the regular increment (step) occurring during such period shall be allowed.
1. Study related to the teacher's licensed field.
  2. Study to meet eligibility requirements for a license in a field of education other than held by the teacher.
  3. Study, research or special teaching assignments involving advantage to the school system as determined by the BOARD.
  4. Leave of absence may be granted up to two years to any teacher who joins the Peace Corps, Teacher Corps, Job Corps, or comparable program as a full-time participant in such a program.
  5. Military leaves of absence shall be granted to any teacher who shall be inducted or shall enlist for military duty in any branch of the Armed Forces of the United States.
  6. Career option leave to explore work alternatives outside of the school district. Such option shall not include working as a teacher for another public school district, intermediate school district, public school academy, or private k-12 school.
- C. In addition, any tenure teacher or teacher having successfully completed the probationary period may apply for other types of leaves of absence without pay or fringe benefits, as provided below. Such leave shall not be withheld unreasonably, but the regular salary increment occurring during such leave shall not be allowed.
1. Teachers who are officers of the ASSOCIATION or are appointed to its staff shall, upon proper application, be given leave of absence without pay or fringe benefits for the purpose of performing duties for the ASSOCIATION, but not to exceed three years.
  2. The BOARD shall grant a leave of absence without pay or fringe benefits to any teacher to be a candidate for, or serve in, a public elective or appointive office, but not to exceed six years, renewable upon request every two years.
  3. Teachers may request a child-rearing leave. Such leave shall be for one year and shall be renewable up to the number of years of seniority, not to exceed three, but in no case less than two years. Child-rearing leaves requested to begin during the school year shall commence as requested by the teacher and approved by the BOARD.  
  
Teachers who give birth to or adopt a child during their initial child-rearing leave may request annual extensions of the leave, not to exceed three years, and not to exceed more than two years after the year of birth or adoption. Child-rearing leave is not to exceed five years per teacher in career total with South Lake Schools.
  4. Upon request, teachers shall be granted a short-term, child-rearing leave for reasons of paternity and/or legal adoption. This leave may not be used to extend the teacher's absence from employment beyond ten weeks from the date of delivery without BOARD authorization.  
  
A teacher granted such leave shall accrue seniority and be entitled to fringe benefits provided such leave shall be without pay. Nothing herein shall affect any benefits that may be provided under any insurance program.

D. Sabbatical Leave

1. Teachers who have been employed for seven (7) consecutive years by the BOARD may be granted a sabbatical leave for professional improvement. It is agreed that professional improvement includes, but is not limited to, attending a college, university, or other educational institution, or travel which will improve the teacher's ability to teach and benefit the local school district.
2. To qualify for such sabbatical leave a teacher must hold a valid Michigan teacher certificate.
3. During said sabbatical leave, the teacher shall be considered to be in the employ of the BOARD and shall be paid one-half of his/her annual salary and all other supplemental benefits that are made available to other teaching personnel in accordance with BOARD policy. Grants and stipends shall not affect sabbatical pay, except that these funds added to sabbatical pay shall not exceed the teacher's annual salary, as determined, had they not been on a sabbatical leave.
4. Teachers on sabbatical leave shall be allowed credit toward retirement for time spent on such leave in accordance with the rules and regulations established by the Michigan Public School Employee's Retirement System.
5. Teachers returning from sabbatical leave shall be restored to the former teaching position or position for which they are qualified and certified and shall be granted a regular increment on the salary schedule.
6. As a condition to receiving final approval for a sabbatical leave, a staff member shall file with the secretary of the BOARD, an agreement stipulating that he/she will remain in the service of the South Lake Schools for a period of two years after the expiration of said leave.

Teachers who do not remain with the South Lake Schools for two years immediately following their sabbatical leave, shall, within two years, repay the BOARD an amount of money which shall bear the same relation to the amount granted as the expired period of service bears to two years. This rule will not apply in cases wherein the person becomes incapacitated to work or in cases wherein the rule is waived by the BOARD. In the case of sabbatical leaves of less than one year, BOARD and teacher responsibility shall be on a proportional basis.

- E. The BOARD, at its discretion, may approve other leaves not previously described in foregoing sections.

**ARTICLE X  
TERMINATION of EMPLOYMENT**

The BOARD shall make a terminal leave payment of \$50.00 per year of service, upon retirement of any teacher, for each year of service in the district. Payments shall be made provided the teacher has:

- A. been employed in the district for ten (10) years, and
- B. the teacher notifies the BOARD of his/her retirement decision on or before March 15 if the retirement is to be effective at the end of the current school year, or
- C. the teacher notifies the BOARD ninety (90) days before the effective date of the teacher's resignation or retirement, and
- D. provides the appropriate letter of resignation.



**ARTICLE XI  
INSURANCE PROTECTION**

- A. The BOARD shall provide insurance benefits in accordance with the specifications of the South Lake MESSA-PAK, Plan A, or B, C (or comparable). Part-time teachers will receive pro-rated benefits based on their pro-ration of position.
- MESSA HSA Plan A effective January 1, 2014
  - Employees will pay 20% premium contribution effective January 1, 2014

**PLAN A**

The BOARD shall provide all insurance benefits listed herein for a full twelve month period of each school year for all teachers in the bargaining unit, except for those teachers electing benefits under Plan B below or part-time teachers. Such benefits shall be provided to the teacher and his/her dependents, as defined in the agreed upon specifications.

Plan A health insurance options shall be: MESSA ABC 1

1. MESSA ABC 1 (or comparable): When appropriate, MESSA Limited Medicare Supplement (or comparable) and Medicare, Part B, premiums shall be paid on behalf of the teacher, his/her spouse and or dependents eligible for Medicare.
2. MESSA/Delta Dental Plan E, including the 007 orthodontic rider (or comparable) with no coordination of benefits, **or**
3. MESSA/Delta Dental Plan C, including the 300 orthodontic rider (or comparable) with internal and external coordination of benefits.
4. MESSA term life insurance (or comparable) in the amount of FIFTY THOUSAND DOLLARS (\$50,000) for the teacher only. Such insurance protection shall be paid to the teacher's designated beneficiary. In the event of accidental death, the insurance will pay double the specified amount. In the event of accidental dismemberment, the insurance will pay according to the schedule.
5. MESSA VSP III GOLD vision insurance (or comparable) including internal and external coordination of benefits.

The ASSOCIATION agrees to assist the BOARD in educating teachers on the necessity of health insurance cost containment and further agrees to meet and confer on the health care package with representative(s) of the BOARD no later than **June**.

If MESSA provides cost saving options, the parties will meet to discuss making those plans available to the bargaining unit. There will be no changes without mutual agreement of both parties.

**PLAN B**

Teachers not electing insurance benefits as described in Plan A, shall be provided by the BOARD with the following insurance benefits, for a full twelve month period of each school year. Notwithstanding any other provision of the contract to the contrary, the South Lake Schools shall provide a cash option as specified in Appendix B in lieu of group medical insurance. The employer shall formally adopt a qualified plan document, which complies with Section 125 of the Internal Revenue Code. Said plan document shall be approved by the ASSOCIATION.

The amount of the cash payment received may be applied by the bargaining unit member to a tax-deferred annuity. To elect a tax-deferred annuity, the bargaining unit member shall enter into a salary reduction agreement.

The benefits listed below shall be provided to each teacher not enrolled in benefits under Plan A above, and his/her eligible dependents, as defined in the agreed upon specifications.

1. MESSA/Delta Dental Plan Auto Plus, including the 008 orthodontic rider (or comparable) with no coordination of benefits, or
  2. MESSA/Delta Dental Plan C, including the 003 orthodontic rider (or comparable) with internal and external coordination of benefits.
  3. MESSA Term Life Insurance (or comparable) in the amount of seventy-five thousand dollars (\$75,000). Such insurance protection shall be paid to the teacher's designated beneficiary. In the event of accidental death, the insurance will pay double the specified amount; in the event of accidental dismemberment, the insurance will pay according to schedule.
  4. MESSA Dependent Term Life Insurance (or comparable) in the amount of ten-thousand dollars (\$10,000) for each teacher's spouse and five thousand dollars (\$5,000) for each dependent child, as defined in the agreed upon specifications.
  5. MESSA VSP Plan III GOLD Vision Insurance (or comparable) including internal and external coordination of benefits.
- B. The BOARD shall provide MESSA Plan II Long-Term Disability Insurance with COLA, Social Security Freeze, and Alcoholism Drug Abuse and Mental/Nervous Conditions features (or comparable) for each teacher. Benefits shall be paid at sixty-six and two-thirds percent (66 - 2/3%) of salary to a monthly maximum of five thousand dollars (\$5,000) and shall begin after expiration of ninety (90) calendar days. Benefits as determined by the carrier shall continue to age seventy (70), at no cost to the teacher, in the event of permanent disability.

C. **WORKERS' COMPENSATION**

1. Workers' Compensation shall be provided as required by law. In the event that an employee is absent due to a work related injury which is covered by the Workers' Compensation Act, the district shall continue salary payments to provide the difference between the Workers' Compensation rate and the teacher's regular gross salary, (not to exceed annual gross salary amount) and sick days shall be deducted at the same pro-rated amount. If the teacher has no accumulated leave bank, no salary supplement shall be paid by the BOARD unless application is made and approval is granted by the Sick Bank Committee. Other than as a salary supplement, there shall be no loss of leave days due to a Workers' Compensation related injury on the job.

The first eight (8) days of absence will be treated like any other illness with full pay and benefits, and appropriate charges to the individual's personal leave bank or district sick leave bank. In the event that such days are eventually compensable as workers' compensation benefits, then the appropriate leave banks shall be reimbursed on a pro-rata basis.

2. The BOARD shall not be obligated to pay any such difference to a teacher who receives a cash settlement, i.e., a redemption in lieu of weekly payments of Workers' Compensation.
3. In the event of termination prior to the expiration of the time periods in Section 1, rights to continue payments of supplemental benefits by drawing on employee leave banks shall cease.
4. Teachers on Workers' Compensation shall receive continued accrual (loading) of leave days. In the event disability continues beyond the waiting period of the Long Term Disability, the employee shall be placed on such leave of absence and accrual and payment for leaves days shall cease. Seniority shall continue to accumulate as if the

employee were actually working. Full fringe benefit coverage shall be continued at BOARD expense for such teacher for one (1) year.

5. The position of a teacher who is absent for a Workers' Compensation injury shall be held open for ninety (90) days. Upon termination of eligibility of the teacher for workers' compensation benefits, he/she shall be afforded the same rights as an employee requesting return from unpaid Leave of Absence in accordance with the Return from Leave provisions of the Agreement.
- D. Teachers employed after the start of the school year shall receive insurance benefits beginning as of the first day of employment and such benefits shall continue, in force, for the balance of each school year, including the summer months.
- E. The BOARD shall provide insurance benefits listed below (or above) for those teachers on health leaves, sabbatical leaves, absence because of long-term disability as defined by the LTD insurance carrier, or while on sick leave day usage. Such continuation of benefits shall be for a maximum of one (1) year. An additional year of coverage may be purchased by the individual through the school district.
- F. The BOARD shall establish an open enrollment of thirty (30) days commencing September 1 in each school year of this contract. The BOARD in cooperation with the insurance carrier shall be responsible for providing all necessary enrollment application and claims materials.
- G. It is understood that notwithstanding the rules or regulations of the insurance carrier(s), the BOARD shall guarantee through the insurance company the level and inclusion of all provisions of the insurance benefits as provided for in the agreed upon specifications.
- H. The procedures for bidding the insurance provisions contained in this article and the development of the biddable specifications shall be jointly developed by the BOARD and ASSOCIATION. The insurance company shall guarantee the levels of benefits agreed to for the duration of the awarded contract.
- I. The BOARD shall provide an opportunity for the employee to invest in a tax sheltered annuity program.
- J. The BOARD will provide Michigan Workers' Compensation Act Insurance and Liability Insurance Coverage.
- K. Notwithstanding any other provision of the contract to the contrary, the South Lake Schools shall provide a cash option as specified in Appendix B in lieu of group medical insurance. The employer shall formally adopt a qualified plan document, which complies with Section 125 of the Internal Revenue Code. Said plan document shall be approved by the ASSOCIATION.
- L. In the event that any insurance benefit is adjusted by action of the courts, the legislature, or insurance commission, the BOARD shall meet with the ASSOCIATION for purposes of renegotiating the affected insurance benefit(s).
- M. The BOARD will observe federal law regarding participation in health maintenance organizations.
- N. Hold-Harmless Clause: The BOARD shall reimburse and indemnify any teacher who incurs any financial loss, expense, or cost by reason of any variation in the scope, nature, or extent of insurance coverage (as a result of either a change in the expressed provisions of the new carrier's policy, its interpretations thereof, or its procedures for making claims there under) due to a change by the BOARD in the carrier of insurance which the BOARD is required to provide during the length of this Agreement.
- O. The BOARD shall not be responsible or liable for services provided by a specific insurance carrier except in responsibility for the type and scope of policy purchased to meet the obligations of

this contract. The BOARD will be responsible to pay the premiums on insurance policies and transmit information to the carrier in a timely manner and to maintain coverage.

- P. Any coverage of employees under BOARD paid insurance policies will be contingent on the carriers' obligation to pick up such persons as insurable. This could include, but not be limited to, part-time employees and those legally excludable.
- Q. Health care coverage will be in full compliance with section 388.176d of ARTICLE 16 of PA 93 of 1997.

## **ARTICLE XII PROTECTION of TEACHERS**

- A. Special Education Inclusion - All referring and receiving teachers will be extended an opportunity to attend and participate in IEPC's.

The BOARD will provide appropriate training for teachers receiving medically fragile students. When the school district receives a medically fragile student who requires extraordinary care, representatives of the BOARD and ASSOCIATION shall meet to establish an appropriate plan, in conjunction with any plans developed under state or federal law, for medical concerns.

- B. The Board recognizes its responsibility to give all reasonable support and assistance to teachers with respect to the maintenance of control and discipline in the classroom. Reasonable support and assistance shall be defined by compliance with the student code of conduct and BOARD policy. Whenever it appears that a pupil requires the attention of special counselors, social workers, law enforcement personnel, physicians or other professional persons, the BOARD will continue its present policy of assisting the teacher with respect to such pupil.
- C. Any case of verbal or physical assault upon a teacher by a pupil, parent, or other party shall be promptly reported to the BOARD or its designated representative and when applicable, to a local law enforcement agency. The BOARD will provide legal counsel to advise the teacher of his/her rights and obligations with respect to such assault. . If a student is involved, said student shall be removed from the teacher's class pending investigation and determination of a result or remedy by the BOARD. If a parent or other party is involved, the BOARD will take all reasonable steps to ensure the safety and security of staff members. Disciplinary measures taken will be consistent with the student code of conduct, Board policy, and/or applicable state or federal statutes.
- D. If a legal complaint is filed against a teacher as a result of disciplinary action taken by the teacher (whether complaint is in a court or administrative agency), the BOARD will provide legal counsel and assistance to the teacher subject only to the limitations in the applicable liability insurance policy held by the Board.
- E. If a teacher is placed on leave of absence pending an investigation of the actions of that teacher or is injured by a student, all days off will not be charged against the teacher's sick or leave days. Leave of absence for injury as described herein will only apply until worker's compensation applies.
- F. A teacher may exclude a pupil(s) from class when the grossness of the offense, the persistence of the misbehavior, or the disruptive effect of the violation makes the continued presence of the student in the classroom intolerable. In such cases, the teacher will furnish the principal, at the time of the exclusion, full written particulars of the incident using the building discipline referral form. Students referred to the office under this section will only be returned to class once a building administrator (or his or her designee) has met with the pupil and communicated the response to the teacher in person or in writing. The teacher shall also contact the parent(s)/guardian(s) of the excluded student to explain why the student was removed from their class.

The School District and the Association agree that the continued inclusion and participation in class is imperative to all students. As a result, the exclusion outlined herein will only be used in extreme situations.

- G. A complaint by a parent of a student directed toward a teacher shall be called promptly to the teacher's attention if the complaint is considered serious by the appropriate administrator.

**ARTICLE XIII  
NEGOTIATION PROCEDURE**

- A. The parties undertake to cooperate in arranging meetings, furnishing necessary information and otherwise constructively considering and resolving matters of mutual concern.
- B. At least sixty (60) days prior to the expiration of this Agreement, the parties will begin negotiations for a new agreement covering wages, hours, terms and conditions of employment of teachers employed by the BOARD.

**ARTICLE XIV  
GRIEVANCE PROCEDURE**

- A. Any teacher, or the ASSOCIATION, believing that there has been a violation, misinterpretation, or misapplication of any provision of this Agreement, may file a grievance with the principal of the school building or the immediate supervisor when the particular grievance arises in more than one building.

**PRE-GRIEVANCE MEETING**

An informal meeting between the teacher and/or ASSOCIATION representatives and the relevant Administrator may be held within five (5) days of the occurrence of the alleged violation. When the teacher/ASSOCIATION intends the meeting as a pre-grievance forum, she/he will so state to the Administrator. The Administrator will verbally summarize his/her understanding of the potential grievance and indicate whether:

1. The matter can be resolved or not, or;
2. Further study is necessary to make a decision.

Each party at the meeting should verbally confirm their understanding of the conclusion of the meeting, and differences in perceptions should be stated and noted. This procedure is not intended as a pre-condition to the grievance process, nor is it grievable.

**B. STEP I**

Any grievance must be in writing and filed within five (5) school days of the alleged violation or five (5) school days of the time that the grievant had, or should have had, notice of the alleged violation.

Within five (5) school days of receipt of the grievance, the principal or immediate supervisor shall meet with the building representative of the ASSOCIATION and respond to the grievance. The affected teacher may or may not be present at such meeting.

**C. STEP 2**

If the teacher or the ASSOCIATION does not accept the decision of the principal or immediate supervisor, the teacher or the ASSOCIATION will have the right to appeal to the Superintendent within five (5) school days. The Superintendent shall have five (5) school days after receipt of the appeal to approve or disapprove the grievance.

**D. STEP 3**

If the decision of the SUPERINTENDENT is not satisfactory to the ASSOCIATION, within twenty (20) school days thereafter, the grievance may be submitted to arbitration before an impartial arbitrator selected by the parties. If the parties cannot agree as to the arbitrator, a request for a list of seven (7) arbitrators shall be made to the American Arbitration Association. Beginning with the ASSOCIATION, the ASSOCIATION and the BOARD shall alternately strike a name from such a list until only one (1) person remains, who shall be the arbitrator. The BOARD and ASSOCIATION shall not be permitted to assert in such arbitration proceeding any ground or to rely on any evidence not previously disclosed to the other party. The arbitrator shall have no power to alter, add to or subtract from the terms of the Agreement. Both parties agree to be bound by the award of the arbitrator. The fees and expenses of the arbitrator, with the exception of attorneys' fees, shall be shared equally by the parties. A maximum of two (2) ASSOCIATION members may attend arbitration hearings without loss of salary.

- E. Individual teachers are prohibited from proceeding to arbitration without concurrence of the ASSOCIATION.
- F. If the BOARD believes there has been a violation, misinterpretation, or misapplication of any provision of the Agreement, it may file a grievance against the ASSOCIATION. Representatives of the parties shall meet within ten (10) school days after receipt of such grievance. If the parties are unable to resolve their dispute, the positions of each party shall be reduced to writing and the BOARD may submit the dispute to arbitration in the same manner as is provided in Paragraph D hereof.
- G. Any grievance not appealed from a decision at one step of the above procedure to the next step within the prescribed time limit shall be considered as dropped and not subject to further appeal.
- H. All responses in the grievance procedure shall be in writing.

## **ARTICLE XV PROFESSIONAL STAFF COMMITTEES**

### **A. CURRICULUM**

The BOARD and the ASSOCIATION recognize that the school instructional program and related matters need continuous study and improvement. It is agreed that genuine teacher participation and involvement are essential if effective improvement of the instructional program is to be realized. The BOARD and the ASSOCIATION agree to continue their support of the professional staff curriculum development. Any change in the practice will be mutually agreed upon by both parties. The parties agree to the use of Curricular Leaders in the development of curriculum.

Classroom teaching practice must be consistent with the curriculum goals and procedures which are established through this curriculum process by the Professional Staff Curriculum Council and accepted by the BOARD.

#### **CURRICULUM GRANTS**

1. An active curriculum committee may apply to the Curriculum Director for a Curriculum Improvement Grant.
2. Grant applications may request release time, stipends, or compensatory time.
3. Grant applications must be related to curriculum development activities leading to a specific outcome or product that is consistent with building or district school improvement plans.

### **B. SCHOOL IMPROVEMENT**

For the purposes of this Agreement, school improvement is understood to be the process of planning; implementing and evaluating activities designed to improve student academic performance AND is aligned with the Michigan School Improvement Framework. It is also understood that compliance with current legal requirements is included in this process. The provisions of this Agreement do not govern other building or district committees or school activities not specifically related to school improvement.

**1. General Provisions:**

- a. All teachers shall participate in school improvement and implement decisions as determined by the board, administration, and/or building School Improvement Committee.
- b. It is understood that the purpose of the committee is not to circumvent the terms and/or provisions of the Master Agreement. If any action proposed by a committee is in conflict with the Master Agreement, then the parties agree to negotiate the conflict.
- c. Committees will establish and publish meeting dates, agendas and minutes, as well as determine a decision-making process and methods of operation, including, but not limited to, chairs and records.
- d. Committees may develop plans for disbursement of school improvement funds, if such funds are so allotted by the State.

**2. Professional Learning Communities (PLCs)**

Professional Learning Communities (PLCs) shall be established to work to improve student achievement. PLC agendas shall be established with input from PLC members, school administration, and central office administration.

**ARTICLE XVI  
TEACHER EMPLOYMENT PRACTICES**

No new teacher shall be employed by the BOARD for a regular teaching assignment who does not have a bachelor's degree from an accredited college or university (with the exception of vocationally certified teachers who are teaching vocational classes) and valid certification.

The employment of teachers by individual contracts based on special certificates is to be permitted only in cases of absolute necessity or where the teacher has outstanding credentials. The ASSOCIATION shall be so notified and consulted in each instance and the BOARD shall indicate the extent to which they endeavored to fill the position with a fully certified person.

**ARTICLE XVII  
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 written and signed amendment to this Agreement.
- B. The ASSOCIATION recognizes that the BOARD has the responsibility and authority to manage and direct, on behalf of the public, all the operations and activities of the school district to the full extent authorized by law.
- C. Consistent with law, this Agreement shall supersede any rules, regulations or practices of the BOARD which shall be contrary to or inconsistent with its terms.

- D. If any provision of the Agreement or any application of the Agreement shall be contrary to law, then such provision of 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.
- E. An updated version of this Agreement will always be available on the transparency page of the School District's website.
- F. The BOARD agrees to grant the President of the ASSOCIATION up to twenty (20) fully paid days per year. An additional thirty (30) days are available at shared cost of any substitute on a 50/50 basis. ASSOCIATION days are scheduled by the President of the ASSOCIATION for ASSOCIATION business. An additional 25 days shall be paid at 100% of the substitute rate by the ASSOCIATION.

The President may schedule one (1) hour of release time per day in lieu of the twenty (20) fully paid days.

The specific designation during the day will be determined by the President and the Building Principal.

- G. The BOARD agrees to review, in conjunction with the ASSOCIATION, the present status and effect of changes in the event of school reorganization and negotiate those matters of disagreement unless prohibited by law.
- H. Paragraph or sentence titles used in this Agreement are for convenience and are not intended to limit or define the scope or the effect of any provision of this Agreement.
- I. Assignment of Mentors

- 1. In compliance with state law, mentor teachers shall be assigned by building principals or designated administrators to each mentee within thirty (30) days at the outset of his/her assignment for his/her first three (3) years in the profession. The position of mentor is voluntary. Principals shall solicit volunteers for mentoring positions from the ranks of tenured teachers in the affected building. Interested teachers shall submit a written request to be considered for such position.
- 2. Whenever possible, the following will serve as criteria for selecting mentors:
  - a. A tenured teacher in the bargaining unit.
  - b. Assigned to the same building, instructional level, or subject area as the first year teacher.
- 3. Selection or non-selection to serve as mentor is non-grievable. Reasons for not being selected shall be made known upon request to the individual and/or ASSOCIATION President.
- 4. Mentors who are not otherwise employed as members of this bargaining unit are excluded from the recognition clause, Article I, Paragraph A of the Master Agreement.
- 5. It shall be the professional responsibility of mentors to:
  - a. Provide orientation to the teaching profession.
  - b. Supplement in a friendly, informal way the formal orientation in the building, teaching level, or subject matter area on an ongoing basis.



- c. Offer a sympathetic ear and moral support as the new teacher becomes acclimated to the position and profession.
6. The professional mentor/mentee relationship is intended to be confidential. Mentors shall not be required to be involved in the evaluation of the mentee and will not be required to have a role have no role in the formal evaluation process. The mentee shall not be required to be involved in the evaluation of the mentor.

Neither the mentor nor the mentee shall participate in a grievance hearing against the other except for cases of misconduct.

The mentor's assignment shall be reviewed within sixty (60) days of the start of the assignment. The administrator, mentor or mentee may request a review of or end to the relationship at any time.

- 7. Where possible, common preparation time may be assigned to the mentor and mentee. With the approval of the administrator, release time may be arranged for the mentor and mentee to work together.
- 8. Mentors shall receive a stipend AS FOLLOWS:

\$1,000 FOR YEAR 1  
 \$375 FOR YEAR 2  
 \$200 FOR YEAR 3

Existing administrative procedures for trade-off time and stipends for conference attendance may also be explored by the mentor and administrator.

- J. Discussions regarding decisions by the District to apply for a waiver(s) from Department of Education's Administrative rules that have direct impact on the hours, wages, or working conditions of teachers will involve the ASSOCIATION and members whose jobs will be affected by the waiver(s). The decision to request a waiver(s) will take into consideration factors such as student performance and quality of services, parental/community support, and employee working conditions.
- K. During the teacher workday, teachers are expected to assist in the supervision of hallways to the extent that such supervision does not remove them from other professional responsibilities.
- L. Teachers shall not be required to stay past their contractual day for duties including, but not limited to, hall and/or bus duty.

**ARTICLE XVIII**  
**CLASS SIZE**

- A. Because the pupil-teacher ratio is an important aspect of an effective educational program, the parties agree that class size shall be lowered whenever possible to provide the best possible conditions for classroom instruction.
- B. Class sizes should not exceed thirty (30) pupils to one classroom teacher. Additionally, individual class sizes shall not exceed the contractual provisions as stated below except by ASSOCIATION consent or financial emergencies that may arise outside the control of the BOARD.

The BOARD shall make every attempt to balance the number of EI Special Education students in a classroom where multiple sections, at grade level or subject matter, exist in each building. The district will continue the practice of:

- + Providing an aide in the self-contained EI classroom;

- + Providing collaborative settings where a special education teacher will be placed in a general education class for the purpose of co-teaching.

1. **ELEMENTARY**

K-2	28
3-5	29
Split Classes	26
Multi-Age	27

2. **MIDDLE SCHOOL**

Regular Classes	32	<b>192/160</b> student cap per teacher per day over six/five periods
<b>EXCEPTIONS:</b>		
Band & Choral	Open	
Physical Education	36	Except Health (when not in conjunction with PE) which will follow regular class limits

3. **HIGH SCHOOL**

Regular Classes	34	<b>204/170</b> student cap per teacher per day over six/five periods
<b>EXCEPTIONS:</b>		
Physical Education	38	Except Health (when not in conjunction with PE) which will follow regular class limits
Band & Choral	Open	
<b>MAXIMUM DAILY TOTAL CLASS LOAD</b>		<b>204 ACADEMIC/228 P.E.</b>

- C. The ASSOCIATION shall be notified of any class exceeding limitations.
- D. If for any reason, the maximum is exceeded in any class or individual teacher's total as determined by official enrollment count, the BOARD shall decide on a solution to the problem from the following:
  - 1. Employ a teacher aide to work with said teacher.
  - 2. Add an additional teacher to the staff.
  - 3. Reschedule classes:
    - a. Create split-sections
    - b. Balance sections
    - c. Adjust teacher assignments
    - d. Reassign students

4. Other solutions agreed upon by the BOARD and the ASSOCIATION in keeping with the intent of this Agreement.

Any class size overage will be eliminated by the fall official enrollment count day.

- E. Class sizes which exceed stated limits as a result of pupil enrollment after the official membership day shall result in the affected teacher being able to choose from the following options:
  1. Six hours of aide time per week, or
  2. Payment for the overage in the amount of two thousand dollars (\$2,000) prorated upon the number of days of instruction provided.
  3. If the class size maximum is exceeded by a second student, the affected teacher shall receive an additional nine (9) hours of aide time per week, or an additional twenty-five hundred dollars (\$2,500) prorated upon the number of days of instruction provided. If the class size overage occurs at the middle school or high school, the payment will be divisible by the number of instructional periods for which the teacher is responsible.
- F. Nothing in this section shall preclude local faculty agreements designed to provide for individual differences among children. Further, innovation and experimentation using variable group sizes in the interests of improvement of instruction are encouraged.

**ARTICLE XIX  
DURATION of AGREEMENT**

- A. **This Agreement and attached Letters of Agreement shall be effective from September 1, 2016, until August 31, 2019.**
- B. No extensions or modifications of this Agreement shall be binding unless reduced to writing and signed by the parties.

END OF CONTRACT  
SIGNATURES ARE ON PAGE 25 OF PROFESSIONAL AGREEMENT

**SIGNATURES**

**FOR SOUTH LAKE SCHOOLS**

By: *Theodore Von Hiltmayer*  
Theodore Von Hiltmayer, Superintendent

By: *Charlotte Rebelein*  
Charlotte Rebelein, Board President

**FOR MEA-NEA, LOCAL 1**

By: *Timothy Allen*  
Timothy Allen, SLEA President

By: *Diane E. West*  
Diane West, SLEA Vice President

By: *Paula Herbart*  
Paula Herbart, Local 1 President

## **APPENDIX A**

**See the district website at [www.solake.org](http://www.solake.org) for all bell schedules.**

Calendar for 2016-17 and 2017-18 is 180 student days and 180 teacher work days.

Calendar for 2018-19 is 180 student days and 181 teacher work days with a mandatory PD day for all teachers before the first student day.

Halloween will be a half day for students for the 2016-17, 2017-18, and 2018-19 school years. The School District may schedule one of the nine PLC days on Halloween, but teachers will not be required to otherwise work beyond the half-day on Halloween for the three years of this contract.

**APPENDIX B  
BASIC TEACHER SALARY SCHEDULE**

<b>*South Lake School Salary Schedule</b>					
<b>Lane/Step</b>	<b>BA</b>	<b>MA</b>	<b>MA+15</b>	<b>MA + 30</b>	<b>ED Spec</b>
1	38,331	42,321	43,380	44,439	45,177
2	39,098	43,167	44,248	45,328	46,081
3	39,880	44,030	45,133	46,235	47,003
4	43,824	47,427	48,530	49,631	50,466
5	46,038	50,840	51,947	53,049	53,928
6	48,661	54,251	55,353	56,456	57,417
7	51,223	57,689	58,795	59,894	60,900
8	53,741	61,125	62,228	63,329	64,396
9	56,774	64,674	65,775	66,882	68,003
10	59,761	68,636	69,737	70,841	72,033
11	62,812	72,834	73,937	75,038	76,294
12	66,251	77,535	78,638	78,739	81,069
13	71,719	84,380	85,495	86,615	88,026

A Doctorate will be paid \$500 above the Ed Spec at the appropriate step.

Additionally:

1. The BOARD will be responsible for Employer Paid Retirement under the Michigan Employees Retirement System.
2. LONGEVITY PAY:

The BOARD will pay the following amounts at the experience levels indicated to all teachers. Longevity amounts to be paid to eligible teachers in a separate check at the end of the school year.

**EXPERIENCE LEVELS**                      **South Lake experience ONLY**

<b>Beginning with</b>	<b>Through</b>	<b>Amount</b>
THE 12 <sup>TH</sup> YEAR	THE 15 <sup>TH</sup> YEAR	\$300
The 16 <sup>th</sup> year	The 20 <sup>th</sup> year	\$600
The 21 <sup>st</sup> year	The 25 <sup>th</sup> year	\$900
The 26 <sup>th</sup> year	The 30 <sup>th</sup> year and beyond	\$1,200

3. **PAY OPTIONS:**

Teachers shall select one of the following options:

- A. Bi-weekly pays throughout the school year (21).
- B. Bi-weekly pays throughout the calendar year (26 – except in years when the calendar needs to be adjusted)

- C. Bi-weekly pays throughout the school year with the summer payment on the last day before June 30 of the regular school year.

### **2016-17**

During this school year, there will be no movement on step, and the salary of all teachers will be reduced by 9%. This reduction is off-schedule

Each teacher accepting insurance will receive \$1,000 into an HSA payable in January of 2017.

Cash in lieu of insurance will be as follows:

- \$3,000 for 1 to 21 members
- \$4,000 for 22 to 26 members
- \$5,000 to 27 members and above

Furlough days that were in place during the 2015-16 school year are eliminated permanently

Longevity is suspended

Triggers

- If student loss is only between 16-30 students the off-schedule reduction will be 8%
- If student loss is between 0-15 students the off-schedule reduction will be 7%
- Student gain of 1-15 students; 6% reduction
- Student gain of 16+ students; 5% reduction

### **2017-18**

Teachers take full step on the salary schedule but receive ½ of the pay of that step

9% off schedule reduction remains

Each teacher accepting insurance receives \$500 into an HSA payable in January of 2018

Cash in lieu of insurance will be as follows:

- \$3,000 for 1 to 21 members
- \$4,000 for 22 to 26 members
- \$5,000 to 27 members and above

Longevity suspended

Same triggers as above

### **2018-19**

Teachers take full step on the salary schedule but receive no payment on the step during this year

9% off schedule reduction remains

Teachers accepting insurance that are on the top step receive \$1000 into an HSA, all others receive \$500 into an HSA

HSA payments to be made in January of 2019

Cash in lieu of insurance:

- \$3,000 for 1 to 21 members
- \$4,000 for 22 to 26 members
- \$5,000 to 27 members and above

Longevity suspended

Same triggers as above

On August 15, 2019, the 9% off schedule reduction will be reduced to a 4% off-schedule reduction

### **EARLY RETIREMENT INCENTIVE**

The School district is offering an early retirement (severance) incentive for the 2016-17 and 2017-18 school years

Incentive is available to bargaining unit members at the top step during the year of severance.

Notification must occur by January 1 of the applicable year and would include resignation effective June 30 of the same year

Those selecting the incentive will be paid in two installments into a 403(b) account at the time of the first payroll payment of December of the two years following resignation

Incentive amount rises depending on number of individuals selecting incentive as follows:

2-5 individuals - \$15,000

6-10 individuals- \$20,000

11+ individuals - \$30,000

If a teacher is willing to resign effective the end of the first semester of the year of resignation, an additional \$5,000 will be added to the incentive amount. Notification for early severance must occur by November 1 of the school year of resignation.

**WAGE AND BENEFIT CONTROL SAVINGS CLAUSE**

If any salary/wage or benefit provision of the Agreement is nullified or modified by an action of any government agency, as a result of the institution of re-institution of any form of wage and benefit controls, the parties hereto shall meet to renegotiate those provisions of the Agreement affected by such government action.



**APPENDIX C**  
**SUPPLEMENTARY COMPENSATION SCHEDULE**

**PERMANENT SUBSTITUTE TEACHER SALARY**

Degree and full certification = Fifty percent (50%) over daily substitute rate.

**EXTENDED CONTRACT ASSIGNMENT:**

Any members of the bargaining unit assigned beyond or before the school year to perform their regular duties, shall be compensated at their regular contract rate per day.

**SALARY LANES - MA, MA-15, MA-30, ED SPEC**

Evidence of hours earned AND DEGREES CONFERRED to qualify for MA, MA -15, MA-30, ED SPEC salary lanes in the salary schedule, will be accepted no later than September 15 FOR THE FALL, OR JANUARY 30 FOR THE WINTER, at which time, the final salary adjustment for the current school year will be made.

If an official grade report is not available for a course completed prior to the commencement of the school year, an extension will be granted, if requested by September 15 OR JANUARY 30, and pay shall be provided retroactive to the beginning of the school SEMESTER.

**APPENDIX D**  
**EXTRA PAY ASSIGNMENTS**

A committee of equal numbers of BOARD and ASSOCIATION members will meet to review the extra-pay schedule for the purpose of adding to, deleting from, or amending the schedule to reflect current needs.

A list follows designating assignments for which extra-pay will be granted. These assignments will be granted on a yearly supplement to the individual teacher's contract.

A system of developing a base schedule exists as described and each assignment position listed will have a percentage to apply against that base schedule to determine an individual's pay for that assignment.

There will be a bulletin board in each building, on which designated space will be available for posting all openings in extra-pay assignments for which the BOARD is seeking personnel. The President of the Association will receive two (2) copies of the postings.

Current South Lake employees, who are qualified for open assignments, will be given these assignments over non-bargaining unit members. The base step on which an individual will be placed, will be based on experience in the activity, as determined by BOARD representatives.

**LIST OF CLASSIFICATIONS TO BE APPLIED**

Musical Director	<b>V</b>	HS Girls Swim	<b>IV</b>
HS Play Director	<b>IX</b>	HS Girls Swim Asst. Coach	<b>X</b>
Athletic Trainer (3 seasons)	<b>VI ea.</b>	HS Boys Swim	<b>IV</b>
Sr. Class Business Manager	<b>X</b>	HS Boys Swim Asst. Coach	<b>X</b>
Band Director	<b>I</b>	HS Soccer Coach	<b>IV</b>
HS Vocal Director	<b>XI</b>	HS Asst. Soccer Coach	<b>VII</b>
MS Instrumental Music Director	<b>XI</b>	HS Tennis Boys Coach	<b>VI</b>
MS Vocal Director	<b>XI</b>	HS Tennis Girls Coach	<b>VI</b>
HS Debate Coach	<b>IX</b>	HS Wrestling Coach	<b>IV</b>
HS Forensics Coach	<b>V</b>	HS Baseball Head Coach	<b>IV</b>
HS Student Council Sponsor	<b>VII</b>	HS Baseball Asst. Coach	<b>VII</b>
HS National Honor Society Sponsor	<b>VII</b>	HS Softball Head Coach	<b>IV</b>
HS Yearbook Sponsor	<b>VII</b>	HS Softball Asst. Coach	<b>VII</b>
HS Lancer Sponsor	<b>IV</b>	HS Track Boys	<b>IV</b>
HS Science Olympiad Head Coach	<b>IX</b>	HS Track Asst. Coach	<b>IX</b>
HS Science Olympiad Assistant Coach	<b>X</b>	HS Volleyball Girls Head Coach	<b>IV</b>
MS Student Council Advisor	<b>XI</b>	HS Asst. Girls Volleyball Coach	<b>VII</b>
MS/Elem Science Olympiad Coach	<b>IX</b>	HS Golf	<b>VI</b>
<b>HS Quiz Bowl</b>	<b>VIII</b>	HS Boys/Girls Cross Country Coach	<b>VIII</b>
Elementary Safety Patrol Sponsor	<b>XI</b>	<b>HS Sideline Cheer Head Coach (2 seasons)</b>	<b>IX ea.</b>
Elementary Service Squad Sponsor	<b>XI</b>	<b>HS Asst. Sideline Cheer Coach (2 seasons)</b>	<b>XI ea.</b>
MS Football Coach	<b>IX</b>	Athletic Director	<b>I</b>
MS Football Aide	<b>XIII</b>	HS Head Football Coach	<b>I</b>
MS Basketball Coach	<b>IX</b>	HS Asst. Football Coach	<b>VI</b>
MS Track Coach	<b>X</b>	HS Boys Basketball Head Coach	<b>II</b>
MS Volleyball Coach	<b>IX</b>	HS Boys Basketball Asst. Coach	<b>VI</b>
HS Winter Guard Coach	<b>XIII</b>	HS Girls Basketball Head Coach	<b>II</b>
HS <b>Color Guard</b> Coach	<b>XIII</b>	HS Girls Basketball Asst. Coach	<b>VI</b>
<b>Elementary Student Council</b>	<b>XIII</b>	HS Girls Track Coach	<b>IV</b>
HS Department Head	<b>VIII</b>	HS Bowling Coach	<b>VIII</b>
<b>LINK Crew/WEB Coordinator</b>	<b>V</b>	HS Asst. Tennis Coach	<b>VII</b>

<b>NJHS</b>	<b>IX</b>		
-------------	-----------	--	--

Note: 1) All positions listed may not necessarily be filled or activated.

- 2) If any of the above positions are utilized but the board seeks a deviation in the above stated pay rate, the Association will be consulted and a Letter of Understanding regarding a mutually acceptable pay rate deviation will be established.

**Extra Duty-Extra Pay Schedule**

<b>Years One (1) to Seven (7)</b>													
<b>I</b>	<b>II</b>	<b>III</b>	<b>IV</b>	<b>V</b>	<b>VI</b>	<b>VII</b>	<b>VIII</b>	<b>IX</b>	<b>X</b>	<b>XI</b>	<b>XII</b>	<b>XIII</b>	<b>XIV</b>
<b>\$4,135</b>	<b>\$3,759</b>	<b>\$3,572</b>	<b>\$3,384</b>	<b>\$3,008</b>	<b>\$2,632</b>	<b>\$2,444</b>	<b>\$2,256</b>	<b>\$1,880</b>	<b>\$1,504</b>	<b>\$1,128</b>	<b>\$752</b>	<b>\$564</b>	<b>\$376</b>

<b>Years Eight (8) and Beyond</b>													
<b>I</b>	<b>II</b>	<b>III</b>	<b>IV</b>	<b>V</b>	<b>VI</b>	<b>VII</b>	<b>VIII</b>	<b>IX</b>	<b>X</b>	<b>XI</b>	<b>XII</b>	<b>XIII</b>	<b>XIV</b>
<b>\$5,269</b>	<b>\$4,790</b>	<b>\$4,551</b>	<b>\$4,311</b>	<b>\$3,832</b>	<b>\$3,353</b>	<b>\$3,114</b>	<b>\$2,874</b>	<b>\$2,395</b>	<b>\$1,916</b>	<b>\$1,437</b>	<b>\$958</b>	<b>\$719</b>	<b>\$479</b>

**LUNCH ROOM SUPERVISION**

Teachers who apply for lunch room duty, in addition to their regular teaching schedule, will be paid at the rate of \$20 per hour. Selection for lunch room duty is at the discretion of the building principal.

**CO-OP STUDENT COMPENSATION**

Secondary teachers who supervise co-op students during the school year will be compensated as follows: \$75.00 per student per marking period. Compensation will be requested by the building principal in a memo to the Personnel Director, with supporting grade reports attached.

**APPENDIX E**  
**SUBJECTS RELATING TO NON-CERTIFICATED INDIVIDUALS**

This Appendix consists of topics removed from the collective bargaining agreement as a result of 2011 Public Act 103. These provisions have been placed in this Appendix and only apply to those members of the bargaining unit whose employment is not regulated by the Teachers' Tenure Act, MCL 38.71 et seq. Each provision in this Appendix will specifically state the Article and section to which it applies.

\* \* \*

Article II  
Teacher Rights and Responsibilities

The ASSOCIATION President will be notified when it appears that a teacher will be receiving a less than effective performance evaluation. It is the intent that this notification will be as early in the process as possible so that the ASSOCIATION can provide appropriate intervention with the affected teacher

F. Corrective Discipline

1. Corrective discipline of teachers requires that just cause and due process be present. Progressive steps in the normal corrective discipline process are:
  - a. Oral Warning or reprimand--following an objective investigation.
  - b. Written Reprimand stating:
    - (1) The incident (what happened).
    - (2) Reason for the reprimand.
    - (3) What performance is expected of the teacher?
    - (4) What will take place if performance is not corrected or if similar incidents occur in the future?
  - c. Major Warning - which may include suspension with or without pay and is considered a very serious disciplinary action.
  - d. Discharge or termination of the teacher - must be within the legal framework of the Tenure Act.
2. The teacher shall be notified in advance when corrective discipline is pending. The teacher is entitled to have a representative of the ASSOCIATION present at each step of the corrective discipline process.
3. The normal progressive process is not ironclad. The nature of the incident determines the step at which the corrective discipline process begins and which steps are utilized.
4. It is recognized that interaction between administrators and teachers on matters of professional performance, policies and procedures is outside the corrective discipline process and is a normal activity in the operation of the schools which requires tact, diplomacy, and a spirit of cooperativeness.
5. The ASSOCIATION president will be timely notified when a teacher is to receive discipline above that of a verbal warning.

- G. Any discipline, reprimand, or reduction in rank, compensation, or professional advantage shall be for reasons that are not arbitrary or capricious and shall be subject to the professional grievance procedure hereinafter set forth. For employees who are in positions not requiring certification, and therefore are not covered by the Tenure Act, any discipline, reprimand, or reduction in rank, compensation, or professional advantage, including adverse evaluation of performance asserted by the Board or representative thereof, shall be for just cause and shall be subject to the professional grievance procedure hereinafter set forth. All information forming the basis for disciplinary action will be made available to the teacher and the ASSOCIATION.

Article V

- A. Teachers shall not be assigned outside the scope of their teaching certifications and their major or minor field of study except temporarily and for good cause, The ASSOCIATION shall be so notified in each instance, and be provided a written statement of reasons for such assignment. "Temporary" shall be defined for purposes of this Article not to extend beyond the current school year.
- B.
1. A teaching vacancy shall be defined as a position presently filled, but is known to be open in the future, a position presently unfilled, or a new position that is currently not in existence (recall positions are excluded from this definition after recall list is posted.)
  2. Part-time positions will be considered as vacancies described above.
  3. Teaching vacancies shall be posted **electronically and emailed to the ASSOCIATION/teachers**. Teaching vacancies as described above shall be posted at least **seven (7) calendar** days prior to being filled. Teachers may apply for such positions.
  4. During the summer months when school is not in session, the BOARD will post **electronically** all teaching vacancies **and email copies to the ASSOCIATION/teachers**. Teachers who wish to receive summer postings must request same prior to the end of the year. Positions so posted will remain open for at least **seven (7) calendar** days.
  5. Teaching vacancies which occur during the school year may be filled at the superintendent's option, but if a transfer request is honored, it shall be implemented no later than the next school year.

\* \* \*

C.

\* \* \*

2.

\* \* \*

Qualifications to be considered for Transfer will be:

Successful teaching experience in subject area or field;  
Hours in content area;  
Advanced degree in applicable area;  
Eligibility as referenced in Appendix Z.

3. In the event that more than one eligible teacher applies for the same teaching vacancy, qualifications will determine the selection by the Superintendent/Designee. All factors being equal, seniority shall be used as a tie breaker.
4. In the event the request is denied, the applicant shall receive written notice of the reasons for denial.

In the event that a building would experience a significant imbalance of experienced and inexperienced teachers, an equal number of representatives of the BOARD and of the ASSOCIATION will meet to study alternatives and recommend a solution.

\* \* \*

6. Probationary teachers who have not previously attained tenure in a Michigan school district will remain in the position for which they were hired for the first three years of the probationary period. Exceptions may occur by mutual agreement of the ASSOCIATION and the BOARD.
- D. Where conflicts exist between Section C and Section H, paragraph 5; Section H, paragraph 5 governs.

\* \* \*

- E. In the event it becomes necessary to hire teachers on any part-time basis, review and discussion as to the effect of such shall take place between the ASSOCIATION and the BOARD.
- F. Whenever a teaching vacancy occurs, the President of the ASSOCIATION shall be notified immediately. . . . After recall provisions of this Agreement have been applied, the BOARD, when hiring personnel for bargaining unit positions, will give serious consideration to teachers on laid-off status from other school districts where MEA-NEA Local 1 is the bargaining agent.
- G. Lay-off Procedure:
1. When the BOARD anticipates a reduction in the teacher force, the Superintendent and President of the ASSOCIATION (and/or their designees) will meet to confer.
  2. . . . Initial staffing adjustments shall be made in reference to that projection, pending further information regarding enrollment in the future.

**Beginning with the last name on the seniority list, and in ascending order thereafter, the Board shall identify the least senior bargaining unit members equal in the number to the number of bargaining unit positions to be eliminated. The affected bargaining unit members shall be laid off.**

**In situations where a teacher scheduled for lay-off cannot be replaced by a member of the bargaining unit with the appropriate certification/qualifications, the teacher shall be retained as long as the teacher is certified/qualified for the position.**

**Where a teaching position has been eliminated, the affected teacher shall be assigned to the position of least senior teacher for which the affected teacher is certified/qualified.**

**The Board shall effect involuntary transfer as outlined in Article V, I so as to ensure the retention of the most senior bargaining members.**

3. A list of teachers eligible for recall shall be prepared and mutually agreed upon. Criteria for position on said list shall be **highly qualified**, seniority and tenure status.

It is further agreed that one laid-off teacher shall be recalled to employment for every group of twenty-seven (27) students enrolled above the projected enrollment. Conversely, the BOARD has the prerogative of laying off one additional teacher for every group of twenty-seven (27) students less than the projected enrollment.

It is further agreed that those tenure teachers laid-off shall be given the opportunity to be employed as permanent substitutes, if qualified, for any person on a short-term leave; such as a Short Term Child Rearing Leave. In addition, any tenure teacher, if qualified, who so desires, may elect to become a daily substitute teacher to be paid on a daily basis and given priority for such employment over other substitute teachers. Such teachers shall be expected to exhibit reasonable proficiency in substitute assignments.

\* \* \*

H. Recall Procedure

1. A recall position is one that is temporarily unfilled by reason of layoff, but is expected to be filled. Teachers who are not laid off by March 15 of the current year and who have properly requested a specific change of assignment (according to provisions of Article V, Paragraph C) shall be transferred to the position before the first recall announcement is issued. After July 1, any unfilled recall position will be considered a teaching vacancy.
2. A person on leave of absence who properly requests return to full time employment will be placed on the proper level of the recall list. The Michigan Teacher Tenure Act and controlling Tenure Commission decisions shall be observed in placing teachers returning from leave. A person on leave of absence who properly requests return to full time employment will be placed on the proper level of the recall list. Administrators returning to the bargaining unit full time shall also be placed on their proper seniority level of the recall list.

\* \* \*

4. Teachers not laid-off, but without a position, shall have first choice of available positions for which they are eligible.
5. Recognizing the precedence of tenure status, recall will begin with the person with most seniority on the list of those notified of layoff, returning from leave, or administrators being returned to the bargaining unit. That person will be allowed to select the position on the list for which he/she is eligible, subject to assignment by the Superintendent.

Full eligibility shall be defined as:

1. Appropriate state certification and state endorsements for the teaching position as identified in Appendix Z of this Agreement.
2. When teachers select positions for which they are fully eligible, but in which they have not taught or received training for more than ten years, then they must plan and participate in an approved Professional Update Plan with all approvals received before the assignment is effective.
3. **If a laid-off teacher does not have full eligibility as identified in Paragraph b, 1 and Paragraph b, 2 above for any recall position, then a position may be selected and the teacher shall be assigned on the basis of partial eligibility as identified in Appendix Z of this Agreement. Teachers assigned on the basis of partial eligibility must then complete at least 6 semester hours per year toward full eligibility. When a teacher is assigned in more than one subject matter area, full eligibility need be achieved within one calendar year in one area only.**

**When teachers select position for which they are fully eligible, but in which they have not taught or received training for more than ten years, then they must plan and participate in an approved Professional Update Plan with all approvals received before the assignment is effective.**

4. The BOARD shall have the right to challenge the placement of an individual based on prior evaluations.
  - c. Recognizing that tenure in a position other than a classroom teacher under Article III, Section 1 of the Michigan Teacher Tenure Act is subject to the provisions of this collective bargaining Agreement, the BOARD and ASSOCIATION specifically agree that layoff and recall, and return from leave provisions of this Agreement pertaining to seniority have precedence over any

conflicting claims predicated upon Article III, Section 1 of the Michigan Teacher Tenure Act. It is expressly understood between the ASSOCIATION and the BOARD that seniority is provided in Article V of this Agreement and the mutually agreed upon application of rights attendant to seniority, including particularly in reference to layoff and recall and return from leave have and shall take precedence over the "tenure in position" rights of a tenured teacher to placement in a position other than as a classroom teacher. The parties expressed this understanding, clarify and reaffirm their mutual intent to enforce and abide by the provisions of the collective bargaining Agreement which they negotiated and executed in good faith.

6. After the person with the most seniority either selects a position pursuant to item 1 above, or is unable to do so because he/she is not eligible, for any of the available positions, the next person on the recall list will be given the opportunity to select an available position for which he/she is eligible. This process shall be repeated until all positions are filled or the list exhausted. If the BOARD must go outside the district to fill a vacant position, it will first involuntarily transfer the least senior teacher eligible, for the vacant position, that will affect the recall list of a laid-off teacher. At this point only, will consideration be given to outside candidates. It is understood that the BOARD is not required to create or change programs or assignments in implementing this recall procedure. However, the BOARD agrees that it will not act arbitrarily or capriciously in determining programs and/or making assignments.
7. Laid off persons shall be offered part-time positions on the basis of eligibility.

\* \* \*

9. It is understood that the assignment of a laid-off person to a start-up position does not constitute a recall from layoff. The status of such person is the same during and after assignment to a start-up position as it was prior to said assignment. A determination will be made by the second Friday as to whether the position will become a permanent contract position or be discontinued.
10. When a teacher refuses an offer of recall, the BOARD will act in conformance with applicable laws and required State Tenure Commission procedures.
11. Teachers on layoff must notify the BOARD, in writing, by March 15 of their desire to remain on the recall list for the following year. The BOARD will notify the ASSOCIATION of those persons who failed to notify the BOARD of a desire to remain on the recall list within one week of the March 15 deadline. Those individuals who have not responded by March 15 will then have until April 15 to submit a letter to remain on the recall list.

Failure of individuals on the recall list to notify the BOARD as required by the stated date shall constitute voluntary resignation, terminating all employment rights with South Lake Schools. The BOARD shall notify the employee of potential termination by certified mail.

12. Laid-off probationary teachers shall remain on the recall list for two (2) years providing they properly notify the BOARD pursuant to item 10 above. Laid-off tenured teachers shall remain on the recall list for three (3) years or a number of years equal to their seniority at the time of lay-off, whichever is greater, providing they properly notify the BOARD pursuant to item 10 above. In no event shall such period of eligibility exceed seven (7) years from the date of layoff.

#### Article V. I. Involuntary Transfers

Although the BOARD and the ASSOCIATION recognize that frequent transfer of teachers is disruptive to the educational practice, they also recognize that some involuntary transfers of teachers from one school to another are unavoidable. No teacher has the right to a specific assignment, but the interests,



aspirations and current assignments of teachers must be considered. Therefore, they agree to the following:

1. When involuntary transfers are unavoidable, a teacher shall not be assigned to a position outside his/her area of eligibility, except temporarily. "Temporary" shall be defined as a period not to extend beyond the current year.
2. Notice of proposed, involuntary transfers shall be given to the teachers involved immediately upon final decision of such transfers.
3. An involuntary transfer shall be made only after a **discussion** between the teacher involved and the Superintendent (or designee). The teacher shall be notified, in writing, of the reasons for the transfer.
4. No teacher shall be transferred involuntarily without good cause.
5. In the case of involuntary transfers where more than one teacher may be eligible for transfer, selection shall be based on least district seniority in a building, when certification and eligibility are equal.
6. The involuntary transfer of the least senior teacher may be resolved by transferring a more senior teacher who agrees to fill the position and whose eligibility and experience are Appropriate to the needs of the students.
7. In the event that transfers appear to be unavoidable, current lists of available positions in other schools shall be given to the ASSOCIATION.

J. Special Provisions –for reductions:

Condition: Requests by individuals could be refused or discontinued by the Superintendent or the ASSOCIATION for any reason.

Article V. K. Consortiums

1. Regarding the development of consortiums, any resulting impact on South Lake teaching assignments will be handled according to the other provisions of this Agreement.

Former Article XII  
Teacher Evaluation

**The purpose of the teacher evaluation program is to encourage self-reflection and professional growth, and instill a collaborative and trust filled relationship between teachers and administrators. The teacher and administrator will work together to discuss and reflect on the teachers performance and professional growth and build on teacher strengths as well as identify possible areas for improvement.**

Evaluation of teachers will be conducted in conformance with all applicable state laws. The following provisions will also govern the evaluation of all teachers.

- A. The building principal or designated administrator shall be responsible for evaluation of all teachers assigned to the building or program.
- B. All monitoring or observation of the work of a teacher shall be conducted openly and with full knowledge of the teacher. The clandestine use of closed-circuit television, public address, or audio system, and similar surveillance devices shall be strictly prohibited.
- C. All evaluators shall be oriented to the techniques and criteria to be used in the evaluation process.

- D. The building principal or designated administrator shall provide the teacher with definite, positive assistance to improve the quality of teaching.
- E. After the beginning of each school year, the building principal or designated administrator shall acquaint teachers under his/her supervision with the teacher evaluation procedures, standards, and instruments, and advise teachers as to who shall observe and evaluate their performance. No formal evaluation shall take place until such orientation has been completed. A teacher newly employed or a teacher reassigned after such orientation takes place shall be notified by his/her building principal or designated administrator of the evaluation procedures in effect.
- F. **Probationary Teacher Evaluation Procedure: The evaluation of probationary teachers shall follow the procedures set forth in A South Lake Schools Probationary Teacher Evaluation Handbook. Such booklet will be given to the teacher at the beginning of the first year as a probationary teacher in the district.**

The administration will meet with probationary teachers to fully explain the IDP and evaluation process within the first two full weeks of school. Probationary teachers will be formally evaluated annually as required by the Collective Bargaining Agreement. The evaluation will include Individualized Development Plan (IDP) and focus in on the four domains of the Framework for Professional Practice. The teacher will meet with administrator at the pre-evaluation meeting on or before October 15<sup>th</sup> with a draft of his/her IDP focus (goals) and plan. The teacher and administrator will mutually agree upon the focus and plan of the IDP.

- G. **Tenured Teacher Evaluation Procedure: A tenured teacher shall be evaluated, in writing, a minimum of once every three (3) years. The evaluation of tenured teachers shall follow the procedures as set forth in South Lake Schools Tenured Teacher Evaluation Handbook. Copies of this booklet will be available in the office for anyone needing one.**

The administration will introduce the evaluation process to the teachers designated for evaluation within the first two full weeks of school. The administrator will visit the teacher's classroom a minimum of two times (as required by the Tenure Act) for a minimum of 20 minutes per visit. The time and day of all visits for evaluation purposes will be mutually agreed upon by the teacher and administrator. The first visit will take place by January 15 and the second visit by May 1. Completed evaluations are due in the Board Office by May 15.

Each evaluative visit will be followed by a conference within 10 school days. In the final conference the administrator and teacher will bring their completed evaluation instrument to share and discuss each domain of the framework for teaching.

**Framework for Professional Practice:**

- Domain 1. Planning and Preparation**
- Domain 2. The Classroom Environment**
- Domain 3. Instruction**
- Domain 4. Professional Responsibilities**

**Teachers have the opportunity to bring evidence of effective professional practice to support the teaching and learning in their classroom.**

- H. Subsequent to the preparation of the evaluation schedule, the Association shall be notified in writing as to the members to be evaluated for the school year and the administrators who will be evaluating those members.

- I. The building principal or designated administrator shall evaluate each teacher formally in writing.
  1. Pre-observation conference(s) between the administrator and teacher(s) will be held to begin the evaluation procedure.
    - a. Meet with evaluator for orientation to evaluation procedures.
    - b. Establish goals, action plan and time frame.
  2. Observations will be of an appropriate number and length. The administrator will observe progress being made in accomplishing the established goals.
  3. Performance deficits not previously discussed with the teacher or observed in the formal evaluation will not be included in the written evaluation.
  4. After each observation, the administrator and teacher will meet to discuss their perceptions of the observation. By the conclusion of this conference, the date and time of the next observation and conference will be established.
  5. By the conclusion of the school year, written summaries, which outline the comments made during the post-observation conference, will be prepared by both administrator and teacher, at his/her option. For tenured teachers on D.P.I., and probationary teachers, such summaries will be due by March 15. Countersigned copies of both summaries will be placed in the teacher's personnel file. Signing of the forms indicates receipt of the documents ONLY.
  6. The teacher shall have the opportunity to attach a written response to the evaluation.
  7. If the problems are identified in the written evaluation, the administrator will meet with the teacher to establish specific, corrective measures to improve the teacher's performance over a reasonable duration of time. The administrator will indicate the specific assistance to be provided to the teacher.
  8. At the teacher's request, negative evaluation comments which have been included in the conference report, but have been corrected with no recidivism for a period of three (3) years, will be annotated on the evaluation form as corrected.
- J. The Association President will be notified when it appears that a teacher will be receiving a less than satisfactory performance evaluation. It is the intent that this notification will be as early in the process as possible so that the Association can provide appropriate intervention with the affected teacher.

Article XV.

- F. If any teacher for whom a grievance is sustained shall be found to have been unjustly discharged, he/she shall be reinstated with full reimbursement of all professional compensation lost. If he/she shall have been found to have been improperly deprived of any professional compensation or advantage, the same or its equivalent in money shall be paid to him/her.

**Memorandum of Understanding**  
**Shared Sacrifice**

The South Lake Schools' administration and Board of Education understands and appreciates the immense sacrifice that SLEA has voluntarily agreed to in regard to salary concessions in order to aid the School District in ending its financial deficit. The School District believes that sacrifice should be shared by all parties. Accordingly, the Board will make all efforts to secure equivalent sacrifices in regard to the salary and benefits of School District administration.

This Memorandum of Understanding is non-grievable.