

# **Master Agreement**

*between*

**Lake Orion Community Schools**

*and*

**Lake Orion Education Association  
MEA/NEA**

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**January 2, 2010 until December 31, 2010**

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## **RECOGNITION**

### **CONTRACT AGREEMENT 2010**

The Board of Education of the Lake Orion Community School District, hereinafter referred to as the "Board", and the Lake Orion Education Association, MEA/NEA, hereinafter referred to as the "Association", enter into the following agreement: From January 1, 2010, through December 31, 2010.

### **WITNESSETH**

- I. WHEREAS, the Board and the Association recognize and declare that providing a quality education for the children of the Lake Orion Community School District is their mutual aim, and
- II. WHEREAS, the members of the teaching profession are particularly qualified to assist in formulating programs designed to improve educational standards, and
- III. WHEREAS, the Board has a statutory obligation pursuant to the Michigan Public Employment Relations Act, Act 379 of the Michigan Publics Act of 1965, to bargain with the Association as the representative of its teaching personnel with respect to hours, wages, terms and conditions of employment, and
- IV. WHEREAS, the parties have reached certain understandings which they desire to confirm in this agreement,
- V. In consideration of the following mutual covenants, it is hereby agreed as follows:

## **ARTICLE I - RECOGNITION**

- A. The Board hereby recognizes the Lake Orion Education Association, MEA/NEA as the designated and sole bargaining and negotiating agent for all certified personnel under written contract, including teachers in the Learning Options program, on leave or layoff or covered by letter of employment with the Lake Orion School District, excluding supervisory personnel as defined under the Michigan Public Employment Relations Act, and members of the Adult and Community Education program not employed as regular K-12 or regular pre-school teachers.
  
- B. The Board agrees not to negotiate with any teachers' organization other than the Association for the duration of this Agreement.

## **ARTICLE II - ASSOCIATION AND TEACHER RIGHTS**

- A. The Board hereby agrees that teachers under written contract or covered by letter of employment shall have the right to organize, join and support the Association for the purpose of engaging in collective bargaining or negotiations and other concerted activities for mutual aid and protection.

The Board agrees that it will not discriminate against any teacher with respect to hours, wages or any terms or conditions of employment by reason of his/her membership in the Association, his/her participation in any activities of the Association or collective professional negotiations with the Board, or his/her institution of any grievance, complaint or proceeding under this agreement.

- B. Nothing contained herein shall be construed to deny or restrict to any teacher, rights he/she may have under the Michigan General School Laws or other applicable laws and regulations. The legal rights granted to teachers hereunder shall be deemed to be in addition to those provided elsewhere.
- C. The Association and its representatives shall have the use of school facilities according to the written policies of the Board of Education. The cost of hourly personnel required, materials, equipment use, additional maintenance and other expenses related to such use shall be charged to the Association at school district cost.
- D. Listed Association Representatives and officers of the Association shall be permitted to transact official Association business on school property with members of the Association, provided that this shall not interrupt normal school operation, or interfere with the discharge of individual duties. The Association shall provide a list of Association Representatives and Association officers to the Board.
- E. The Association shall have the privilege to use school business machines, and audio-visual equipment, when such equipment isn't otherwise in use, after arrangements have been made with the building Principal. The Association will pay for the cost of all materials and supplies incidental to such use based on school district cost.
- F. The Association shall have the right to post notices of its activities and matters of Association concern on teacher bulletin boards, at least one of which shall be provided in each school building. The Association may use building mailboxes for communication to teachers. No teacher shall be prevented from wearing insignia pins, or other identification of membership in the Association.
- G. The Board agrees to furnish to the Association in response to requests, from time to time, all readily available information concerning the financial resources of the district, and such other readily available information as will assist the Association in developing intelligent, accurate, informed and constructive programs on behalf of the teachers and their students.
- H. The President of the Lake Orion Education Association, MEA/NEA or designated CMC representative shall be given the opportunity to discuss with, and advise, the Administration with respect to changes or alterations within the areas of educational policies and curriculum as contemplated by the Lake Orion Board of Education.
- I. Teachers shall be entitled to full rights of citizenship and no religious or political activities of any teacher or lack thereof shall be grounds for any discipline or discrimination with respect to the professional employment of such teachers. The private and personal life of any teacher is not within the appropriate concern or attention of the Board unless such personal activities extensively reduce the effectiveness of a teacher while performing assigned duties.
- J. This Agreement shall not be interpreted or applied to deprive teachers of professional advantages heretofore enjoyed, nor shall it deprive the Board of previously established rights and responsibilities, unless expressly stated herein. In all matters of discipline and evaluation, teachers shall be entitled to the rights of reasonable and just cause and due process.

ARTICLE II - ASSOCIATION AND TEACHER RIGHTS (continued)

- K. The duties and responsibilities of any teacher will not be significantly altered or increased without the teacher being given an opportunity to discuss this change of duties and responsibilities with the Administration. The teacher may choose to be accompanied by the building Association Representative during any such discussions.
- L. There shall be eighteen (18) Association days per year for Association business. These days are to be approved in advance by the Association President and at least twenty-four (24) hours notice shall be given to the Administration. The only cost to the Board shall be that of the substitute teacher and no salary deductions shall be made. If both parties agree to bargain during the school day, bargaining shall not be deducted from the eighteen (18) days above.

The Association President shall be permitted to conduct local Association business, as it relates to Lake Orion teachers, during regular school hours as provided below: The Association President may, with building principal approval, be exempt from instructional duties and may leave the building immediately after dismissal of students.

Further, the Association President may leave the building during his/her conference time, or when not responsible for students, with the knowledge of the building principal. In the event that building and/or schedule variables allow, release time may be arranged between the Association President and the Superintendent/designee. In order to continue in a collaborative fashion to solve mutual problems, the Association President needs to be accessible to the membership as well as the Administration. Release time for the President shall be provided within the schedule and financial constraints as mutually defined by the Contract Maintenance Committee (CMC) and the Superintendent/designee.

### **ARTICLE III - MANAGEMENT RIGHTS**

The Association recognizes that the Board has the responsibility and authority to manage and direct, on behalf of the public, all operations and activities of the school district to the full extent authorized by law (i.e., SBI of 1993, P.A. 112 of 1994, P.A. 5128 of 1994) and the terms and conditions of this Agreement.



## **ARTICLE IV - NONDISCRIMINATION CLAUSE**

- A. The Board and the Association agree that in matters concerning hours, wages and conditions of employment, they will not discriminate on the basis of race, creed, color, religion, national origin, sex, age, marital status, height or physical handicap.
- B. Both parties agree that in matters of administration, as well as in the discharge of individual duties, and in the processing of grievances, neither party shall be arbitrary, capricious or discriminatory.

## **ARTICLE V - DEDUCTION FOR PROFESSIONAL DUES**

- A. Upon receipt of MEA membership forms, signed by certified personnel, and master deduction list, the Board will deduct from teacher salaries the dues and assessments of the united profession. Deductions from dues assessments shall be made in twenty (20) equal installments, within a schedule to be determined annually by the Association and presented to the Board prior to the second Monday following the first pay. The Board agrees to provide prompt detailed accounting of deductions and remit to the Association all deducted monies with each accounting report.
- B. Deductions authorized shall continue in effect unless authorization is revoked by the certified person in writing and copies are delivered to the Association and the Board. Amounts so deducted will be paid promptly and in total to the local Association for subsequent disbursement by the Association.
- C. Any teacher who is not a member of the Association in good standing, or who does not make application for membership within thirty (30) days from the date of commencement of teaching duties, shall, as a condition of employment pay an amount determined by the Association equivalent to a representation benefit fee, (such amount shall not be more than dues assessed to Association members), provided, however, that the teacher may authorize payroll deduction for such fee.

In the event that a teacher shall not pay such fee directly to the Association or authorize payment through payroll deduction, the Board upon receiving a written and signed complaint from the Association within sixty (60) calendar days after the first working day indicating the teacher has failed to comply with either condition, shall pursuant to MCLA 40;8.477; MSA 17.277 (7) deduct a representative fee from the bargaining unit member's wages and remit same to the Association.

The Board shall not be liable to the Association by reason of requirements of this agreement for the remittance as payment of any sum other than that constituting actual deductions made from wages earned by employees.

The Association will protect and save harmless the Board from any and all claims, demands, suits and other forms of liability by reason of action taken by the Board in compliance with any section of this Article.

The Board will notify the Association designee of individuals hired into bargaining unit positions that are subject to the Agency Shop fees.

## **ARTICLE VI - TEACHING HOURS AND CLASS LOAD**

A. Teacher hours of duty shall be:

Seven (7) hours and forty-five (45) minutes per day.

B. Starting time and completion time will be established by the Board and Administration for each building.

Each high school and middle school teacher will be provided one (1) conference period during the student day. The length of such period for the middle school shall be the same as the regular class period. Elementary teachers (grades K- 5) will be provided 225 minutes per week for planning. Each planning session will be no less than 25 minutes in duration.

C. The instructional time for all positions shall be in compliance with state requirements. The middle school teachers shall be required to teach a maximum of six (6) classes per day and the high school teachers shall be required to teach a maximum of five (5) on a 6 period student day and 6 periods per day on a 7 period student day. While 4 x 4 block scheduling exists in the high school, teachers shall be required to teach a maximum of three (3) periods per day. In a modified block schedule, teachers shall be required to teach a maximum of 4 periods per day.

D. All teachers shall be entitled to a duty free lunch period of not less than thirty (30) minutes.

E. The Board shall make every effort to schedule classes to end no later than 4:00 p.m.

F. When substitutes are not available for classroom assignments, due to teacher absences, the following steps will be taken by the Administration:

1. Volunteers from a sign-up list will be asked to fill classroom voids.
2. When the above step has been exhausted, teachers will be assigned on a rotating basis to fill classrooms.

Teachers shall be reimbursed at the following rates per class period for all such assignments:

High School	\$25.00
Middle School	\$25.00
Elementary	\$25.00

Teachers shall accept assignments from administrative personnel during assemblies or special programs that fall during the school day without reimbursements.

Effort will be made by Administrators to maintain media center effectiveness by avoiding overload assignment to the media center of classes for which teachers or substitute teachers have not been obtained. In the event that media specialists are assigned to a class in lieu of a substitute, the above rates shall apply. Under these circumstances the media center shall remain open. (Should it become necessary to place more than one class in the media center, it can be done only with the consent of the media specialist, who may then close the media center to general use.)

G. If an elementary teacher's class load is increased by five (5) or more students due to the unavailability of a substitute teacher, the teacher shall be reimbursed at the following rate per clock hour:

\$25.00

ARTICLE VI - TEACHING HOURS AND CLASS LOAD (continued)

- H. It is mutually recognized that Art, Music, Physical Education, Industrial Technology, World Language and Special Education instruction are necessary components of a well-rounded educational program. Therefore, every effort will be made by the Administration to obtain qualified substitute teachers when these teaching specialists are absent.
- I. The Board will provide supervision to relieve all elementary teachers from cafeteria and recess duties. There will always be an assigned teacher on call. The Board will provide personnel in the secondary schools during the lunch period to assist teachers with assigned supervisory cafeteria duties.
- J. In the event that inclement weather makes it impractical to hold outdoor recess, indoor programs will be scheduled within the individual buildings. These programs will be supervised by staff associates. There will always be an assigned teacher on call for emergencies.
- K. In elementary buildings, when parent conferences are held, kindergarten teachers will be provided with release time for conferences to provide an amount of time for each conference equal to that of the other elementary grades. The building staff and Administration shall establish the dates and times of parent/teacher conferences consistent with the school calendar and the guidelines as established annually by the Association and Board through CMC.
- L. All employees covered by this contract shall attend normal conferences per their building(s) schedule. Conflicts occurring as a result of other district commitments will require the employee to submit for approval prior to conference, to the supervisor, an alternative equivalent schedule to make up for missed conference time. The alternative schedule must be outside the normal teacher work day.
- M. Teachers in grades K – 5 who must administer District reading assessments to meet the state reading assessment requirement will be given substitute teacher time as follows: grades K-2 one half day substitute per marking period; grades 3-5 one half day substitute for marking periods two and four. The relief is for assessment and/or data entry. The use of the substitute will be coordinated with each building administrator.

## **ARTICLE VII - LEAST RESTRICTIVE ENVIRONMENT - MEDICALLY FRAGILE**

- A. The Association and the Board of Education recognize the needs and rights of all disabled students as described in Federal and State Laws. Both parties are committed to meeting the unique educational needs of all handicapped students through the development of equitable services for all Lake Orion students.
- B. The parties recognize the shared desire to provide all disabled students the opportunity to be educated in their own school building with same age peers consistent with the provisions of State and Federal Laws. Both parties recognize that a full continuum of special education programs and services should be available to serve the unique needs of these students. Even the most severely impaired students should be given consideration for being included in a home school education and both parties agree that procedures will be followed that ensure good planning and preparation to provide each individual student with a successful program.
- C. It is recognized that students with certain impairments, e.g., (Severely Multiply Impaired - SXI, Cognitively Impaired – CI, Visually Impaired - VI, Hearing Impaired - HI, Physically Impaired – PI, Otherwise Health Impaired – OHI) may enter Lake Orion Schools in a variety of ways: transfer from another school system, return from a “center” program or begin their education in Lake Orion as a young child. It is agreed that specific procedures, consistent with State and Federal Laws will be followed to initiate services:
  - 1. The District commits to the development of a formal transition plan in each individual placement. The receiving classroom teacher(s) and appropriate support staff shall be present at the transition meeting to provide input representing their academic and social concerns. The staff present shall also acquaint themselves with the incoming student’s needs and special characteristics.
  - 2. When the District convenes an Individual Educational Planning Team (IEPT) to determine options in placement, the receiving classroom teacher and/or appropriate staff who shall be involved with the student shall have the opportunity to attend the IEPT. The receiving teacher will receive training as indicated by the IEPT.
  - 3. A post-IEPT conference shall be held with the receiving teacher(s) and the Special Education representative(s) within thirty (30) school days to review and assess the resulting placement and delivery of educational services. This meeting shall be scheduled at the time of the IEPT meeting but may be convened sooner at the teacher’s request.
- D. It is mutually agreed that the primary function of the teacher is to provide instruction and “general care” to all students in the school environment. When health care needs or custodial needs routinely require adult assistance, the IEP will designate an appropriate adult (other than the teacher) to fulfill these tasks. This does not preclude the need for teachers to be trained to carry out these responsibilities in emergency situations.
- E. The District assures training will occur at each school at the beginning of each school year to acquaint staff with the procedures to be followed and the training shall include the function of the IEPT and teachers’ pivotal role in the IEPT process.

## ARTICLE VIII - TEACHING CONDITIONS

Conditions of this Article apply to present teaching methods and systems now in effect in this District. Pupil-teacher ratios shall be consistent with recommended good practice. It is agreed that computer labs, art and music rooms should be used for their designed functions.

Class loads are agreed to be the following:

<u>Elementary</u>	<u>Desired Class Size</u>	<u>Maximum Limits</u>
Kindergarten	23	25
Grades 1 & 2	24	27
Grades 3 - 5	25	28
P.E. K-5	Same as above table at each grade level.	
 <u>Middle School</u>		
Middle 6 – 8	28	31
P.E. Middle	33	40
Counselors	1/375	1/400
 <u>High School 9 - 12</u>		
Classroom	30	32
Industrial Tech.	22	24
P.E.	35	45
Counselors	1/375	1/400
 Special Education	 As per state guidelines.	

- A. In an elementary split classroom the load will not exceed the lowest class size, in the above table, of the two (2) grades involved.

The above desired and maximum limits do not apply to music programs, or similar activities normally involving larger groups.

In cases where maximum class size must be extended or when concern about the make-up of a given class exists: The teacher(s) meets with building administration and LOEA building representative to seek a solution. Solutions shall be implemented as soon as possible with the exception of hiring new staff. That decision may wait until after student count day to ensure funding for additional students. Such solution may include, but not be limited to, the following:

- Moving students
- Additional supplies and/or materials
- Substitute to allow teacher release time
- Staff Associate time
- Hiring an additional teacher
- A mutually agreed upon solution based on individual needs of a teacher.

If after three (3) weeks no solution has been reached, the Superintendent, or his/her designee, and Association president shall meet and formulate a solution within five (5) school days.

- B. The Board and the Association recognize that appropriate texts, library reference facilities, maps and globes, laboratory equipment, audio-visual equipment, art supplies, athletic equipment, current periodicals, standard tests and questionnaires and similar materials are to be available at the beginning of each school year. Prompt notice of reasonable teacher needs and early ordering of materials will serve to assure proper availability of supplies except in cases where the supplier is at fault. The parties will confer from time to time for the purpose of improving the selection and use of such educational tools, and the Board undertakes, promptly, to implement all joint decisions therein made by its representatives and the Association. The Board agrees at all times to keep the schools equipped and maintained within budget limitations as established by the Board. The Board shall make every effort to equalize quality and available of materials and equipment amongst buildings.
- C. The Board agrees to make available to each school duplicating facilities, a computer and printer to aid teachers in the preparation of instructional materials.
- D. The Board shall make available in each building, adequate restroom and lavatory facilities exclusively for teacher use, and at least one room, adequately furnished, which shall be reserved for use as a faculty lounge. Private restroom facilities will be provided in existing buildings as far as it is practical if school finances permit.
- E. Adequate parking facilities shall be made available for use by teachers and every effort shall be made to properly maintain them.
- F. In specialized classes, every attempt will be made to limit the number of students assigned to the class to the stations available.
- G. The District will make every effort not to schedule teachers of grades 6-12 to more than three (3) preps. Extended period and/or home room at the high school and the STAR program at middle school are not considered preps.

In cases where a teacher has more than three (3) preps, the teacher will notify the building administration to reach a solution. Possible solutions include but are not limited to:

- Release time with a substitute
- Staff Associate time
- Additional supplies and/or materials
- Other mutually agreed upon solution(s) by teacher and administrator.

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## ARTICLE IX - DEPARTMENT CHAIRPERSONS

### BUILDING LEVEL

Building Level Department Chairperson shall be selected at the secondary level on an annual basis by the building principal, subject to approval by the Assistant Superintendent of Educational Services for curricular areas. Such department chairpersons shall be paid according to the formula below:

1 FTE (equivalent to full time position at level/grade excluding FTE for the Department Chair for departments with more than one member) = \$325.00

FTE teachers shall be determined by the number of classes taught in that department as of the fall student count day of each school year.

Curricular areas shall be the following:

#### High School

Fine Arts	Media
Business and Computer Education	Physical Education
Counseling	Science
Language Arts	Social Studies
World Language	Special Education
Life Management	
Industrial Tech.	
Mathematics	
Experiential	

#### Middle School

Art	Media Center
Computers	Music (Instr. & Vocal)
Counseling	Physical Education
Life Management	Science
World Language	Social Studies
Mathematics	Special Education
Modern Tech.	
English/Language Arts	

When present reading department chairs vacate this position, the position will be eliminated. Building level chairpersons report to building administration.

### DISTRICT LEVEL

District level chairpersons shall be selected by the Assistant Superintendent, of Educational Services subject to Superintendent approval, for areas related to the instructional program of the district. All curricular recommendations, including request for curriculum modifications, new course, and/or instructional resources will be in accordance with the DDCC Policy. Each full-time chairperson serving in a core curricular area (language arts/English, math, science or social studies) shall be paid \$1,000. Each full-time chairperson serving in a non-core area shall be paid \$500. Any individual serving as a district level chairperson for 2009/10 school year shall not receive a reduction of pay as a result of the above mentioned payments for the 2009/10 school year.

District level chairpersons report to the Assistant Superintendent of Educational Services.

### ASSOCIATION RIGHTS

Staff so selected to serve as chairpersons have the right to decline the appointment. Chairpersons shall not be put into an executive role. They may request release time from the building administrator for purposes of fulfilling responsibilities.



## MANAGEMENT RIGHTS

Management reserves the right to determine additional departmental areas to be considered and to determine duties and responsibilities of the department chairpersons.

## RELEASE TIME

Buildings shall receive a "bank" of release-time hours for department chairperson use to fulfill departmental responsibilities. Such release time shall be cooperatively scheduled between the chairperson and his/her immediate supervisor. The immediate supervisor shall recommend approval. These hours may not be carried over from one year to the next. Hours allotted shall be as follows:

High School	-	40 hours per school year
Middle School	-	24 hours per school year
District Level	-	80 hours per school year

## PAYMENT

Payment shall be made in two (2) equal pays at the end of each semester.

## **ARTICLE X - QUALIFICATIONS AND ASSIGNMENTS**

- A. All teachers shall be given written notice not later than June 30 of their tentative subject and/or assignment for the succeeding school year.

In the event that changes in such schedule are proposed, all teachers affected shall be notified promptly. Upon request, the teacher shall have the opportunity to discuss such change with the administrator prior to its implementation. Such request must be made prior to the first day of school for students.

- B. Any assignment, in addition to the normal teaching schedule during the regular school year, including adult and community education courses, and extra duties enumerated in Schedule B-1, shall be with the consent of the teacher.

- C. It shall be the responsibility of the individual teacher to provide the Administration with certain current personal data, legal name, address, current phone number, number of dependents, marital status, and/or any additional information mutually agreed upon by the Board and the Association. The Board shall provide a copy of the teacher personnel directory to the Association for use by officers and representatives of the Association.

- D. Professional Training Assignment:

Teachers who are trainers for the district may be released from their classroom responsibilities for up to one school year to work for the district. This release will guarantee their choice of either returning to the classroom they vacated or accepting an available opening for which they are qualified.

If by mutual agreement of the district administration and the trainer, the assignment goes beyond one school year, the employee is guaranteed an available opening for which she/he is qualified.

## **ARTICLE XI - VACANCIES, PROMOTIONS AND TRANSFERS**

A. The Board recognizes that it is desirable in making assignments to consider the interest and aspirations of the teachers. Request by a teacher for a transfer to a different class within a building will be made to the building principal. Request by a teacher for transfer to a different building or position shall be made in writing, one copy of which shall be filed with the Superintendent's Office, or his/her designee, and one copy to the building Principal. The application shall set forth the reasons for transfer, the school, grade, or position sought, and the applicant's qualifications. Such requests may be renewed once each year to assure active consideration by the Board.

B. The Board shall, during the school year, notify the teaching staff of teaching, adult/community education and supervisory vacancies. The teaching staff will be notified of such vacancies by email and the postings will be available for three (3) school days. The postings of vacancies during scheduled breaks during the school year will also require three (3) school days, starting with the first day school resumes. During the summer vacation, the teaching staff will be notified of such vacancies by email and the posting will be available for three (3) workdays.

Vacancies in Adult/Community Education postings shall be confined to the Lake Orion School District boundaries.

The Board agrees to give preferential consideration to members of its own teaching staff in filling all positions covered by this contract, according to seniority, certification, accreditation standards and qualifications. Qualifications shall mean major, minor or graduate degree as posted.

Transfers shall be limited to those of a voluntary nature or displacement due to staff reduction, as described in Article XX of this agreement.

C. Vacancies shall be filled with voluntary transfers from on-staff teachers, a laid-off teacher, or by seniority, qualification and accreditation requirements.

The parties recognize that frequent transfers of personnel may be disruptive to students. Due to this reason only one voluntary transfer per school year will be approved, while students are in session.

If a vacancy occurs after the start of the school year, the vacancy is to be posted according to the Master Agreement. After the initial transfer is made, all other transfers resulting from the initial vacancy will be effective at the end of the semester. Posting and filling of these additional vacancies, resulting from the initial transfer, shall be in accordance with the Master Agreement. A teacher so affected will be consulted regarding scheduling and/or class planning as if said teacher were in the position. The Administration may, at their discretion, fill these vacancies sooner if it is determined that it is in the best interest of the students.

Probationary teachers will not be eligible for transfers until the probationary period has been satisfied unless it is mutually agreed by the Board and the Association to allow such transfer.

Tenured teacher on an extended or critical plan will not be eligible for a voluntary transfer until the plan period has been satisfied unless it is mutually agreed by the two administrators involved in the transfer.

D. All in-system applicants for a position shall be notified promptly by a designated representative of the Board that an appointment to a vacancy has been made.

With regard to Adult and Community Education, the only part of this contract that shall be applicable to regular K-12 or regular preschool shall be this Article, the negotiated hourly rate and the grievance procedure.

It is specifically agreed that a laid-off Lake Orion teacher teaching Adult or Community Education is only eligible for the established Adult Ed hourly rate of pay.

E. The Board shall prepare and furnish to the Association, on an annual basis, a current district-wide seniority listing for teachers. The Association shall have the right to request and receive information from time to time regarding changes in such listing.

ARTICLE XI - VACANCIES, PROMOTIONS AND TRANSFERS (continued)

The seniority list shall be posted in each building, with copies furnished to the Association by November 1. It shall be the responsibility of each employee to promptly check the seniority list. If an employee or the Association does not believe that the employee's seniority, certification or endorsement is correctly shown on the list, the Superintendent, or his/her designee, shall be notified, in writing, of the alleged error within ten (10) working days of the list's final day of posting. If no challenges are made within the ten (10) day period, the seniority list shall be deemed to be accurate, and the Board shall incur no liability (including back pay) for relying on such a list. After ten (10) working days, the seniority list shall be frozen until reposted. No adjustment or additional accrual of seniority shall be made until the list is reposted, except that an employee who is ill or disabled will not be penalized by this provision.

Teachers who are on leave during this time will be notified of their placement on the seniority list by certified mail sent to their last known address. It is the responsibility of the teacher to inform the school of their address or any change of address. The ten (10) day examination and notification period shall not commence for individuals until three (3) days after the release of the seniority list. The Association shall receive copies of the final seniority list.

- F. Under special conditions such as, but not limited to, experimental programs, double shifting, or year-round school, the following process will take precedence:
1. Application(s) will be made to the Executive Director of Human Resources, which will indicate a desire and willingness to embrace the new philosophy and/or curriculum. It will also indicate a willingness to seek any additional training necessary.
  2. Selections to this program will be done by a committee process mutually agreed upon. The Board of Education and the Lake Orion Education Association agree to collaborate on this process.
  3. In the event that all previous aforementioned criteria are equal, the position will be awarded to the most senior association member who as applied for the position and who meets the qualifications outlined in this Article (certification, accreditation standards and qualifications of a major, minor or graduate degree as posted).
  4. The Board agrees to give preferential consideration to members of its own teaching staff in filling all positions covered by this contract.
- G. The process as delineated in Section F shall be extended to the schools of choice for the duration of this Agreement.
1. Reduction in personnel in the schools mentioned above shall be governed by the procedures in Article XX of this Agreement.

## **ARTICLE XII - ILLNESS AND DISABILITY**

- A. At the beginning of each school year, each full-time teacher shall be credited with a ten (10) day sick leave allowance to be used for absences caused by illness or physical disability of the teacher, or the serious illness or quarantine in the immediate family. The immediate family will be defined as mother, father, wife, husband or child (as defined in Article XV G: 4). The unused portion of such allowance shall accumulate from year to year up to an unlimited number.
- B. After one (1) year in the District additional sick pay may be granted to teachers who exhaust their accumulated sick leave subject to the operating procedures of the sick bank as established on January 12, 1994.
- C. A teacher who is unable to teach because of personal illness or disability and who has exhausted all sick leave available, shall be granted a leave of absence without pay for the duration of such illness or disability up to one (1) year, and the leave will be renewed each year upon written request by the teacher (accompanied by a doctor's note) unless serious, permanent disability shall have occurred. A teacher who qualifies for LTD benefits shall have health insurance provided the first two (2) years of eligibility for LTD, effective October 1, 1992.
- D. Absence due to an on-the-job injury, but not involving personal gross negligence, will entitle the injured to supplemental compensation defined below:

This supplemental compensation payable for absence necessitated by injury will be comprised of Worker's Compensation in part, and payment of the differential by the Board to affect a combined cumulative total equal to the value of accumulated sick days. Only after this combined equivalent amount has been used up, will sick days be charged to the teacher.
- E. A teacher who has been absent five (5) consecutive work days may be requested to present a doctor's statement upon return to work. In a case of prolonged illness (over ten (10) consecutive workdays), periodic reports from a doctor may be requested by the Administration. In addition, a pattern of absences may also require a doctor's statement.

## **ARTICLE XIII - EXTRA LEAVE DAYS**

- A. A teacher called for jury duty or to give testimony before any judicial or administrative tribunal shall be compensated for the time without being charged for a personal day. The employee must surrender to the District any compensation received for jury duty.
- B. A total of six (6) extra reimbursed leave days per year may be used by the teachers to meet involuntarily the requirements of governmental agencies and for the purpose of attending immediate family funerals. If the combination of the governmental days and the funeral days exceed six (6) days, excess over six (6) days shall be deducted from sick leave to the extent that such sick leave has been accumulated and, thereafter, shall be deducted from salary. Extra leave days are not accumulative. The provision does not apply to military service. Death in the family shall be interpreted to be the death of husband, wife, father, mother, son, daughter, sister, brother, grandparent, parents-in-law, sisters-in-law, sons-in-law, brothers-in-law, daughters-in-law and grandchildren. Documentation may be requested. In extenuating circumstances, additional days may be granted without deduction from sick leave or loss of pay by the Superintendent or designee.
- C. The Board will allow absence without loss of pay to the extent of a maximum of three (3) earned sick leave days for personal business or funerals other than in the immediate family as defined in Section B. Absence must be approved by the building Principal, and notice shall be given twenty-four (24) hours in advance, if possible. Personal business days will not be approved for the day preceding or the day following a day for which school is not scheduled (traditional two (2) day weekends excluded). Exceptions to the aforementioned limitations shall be allowed for the utilization of personal leave days for legal obligations and/or funerals not covered in Section B of this Article. If a sick day is taken on the day before or after a scheduled break, a doctor's note is required.

## ARTICLE XIV - SABBATICAL LEAVE

- A. The Board of Education may, at its option, grant sabbatical leave to an outstanding teacher after seven (7) consecutive years or more in this school system. If a sabbatical leave is granted to a mentor teacher, it must be served within the Lake Orion District.
- B. During said sabbatical leave, the teacher shall be considered to be in the employ of the Board. Those teachers on sabbatical leave shall be paid one-half (1/2) their annual salary on the regular pay schedule for all teachers and shall be provided full fringe benefit protection at Board expense.
- C. A teacher, upon return from sabbatical leave, shall be restored to his/her former position or to a position of like nature and status and shall be placed at the same position of the salary schedule as he/she would have had, had he/she taught in the district during such period.
- D. If a paid fellowship is involved, the sabbatical leave shall be reimbursed at the rate of not more than one-half (1/2) the annual salary and be paid by the Board. The value of the fellowship and the amount paid by the Board shall not exceed the full amount of annual salary.
- E. Such leaves of absence will be available only to fully certified staff members and advancements in salary step shall accrue during absence.
- F. Before beginning the sabbatical leave, the teacher shall enter into contract to return to active service in the Lake Orion Community Schools for a period of at least one (1) year after expiration of such leave. A teacher who does not fulfill this agreement shall repay to the Board within two (2) years the amount received during the sabbatical leave. This rule does not apply in cases where the person becomes incapacitated, or in cases wherein the rule is waived by the Board.
- G. To protect the Board against the teacher's failure to return to his/her teaching position provided he/she is physically and mentally capable, the teacher shall execute a non-interest bearing note in the amount of the salary payable while on leave. This note shall be paid off by one of two methods:
  - 1. The face amount of the note shall diminish by an amount equal to one-tenth (1/10) of the original face amount for each nineteen (19) days of service rendered.
  - 2. The note shall, upon failure of the teacher to return to the system to teach, be payable in twenty (20) installments, beginning October 1st of the year the teacher should have returned, and continuing for the next twenty-two (22) months, excluding the intervening July and August. During such payments, there shall be added to each payment an amount to cover interest so that the effective rate of interest the Board receives will be seven (7) percent (7%) on the unpaid balance, effective January 1st of the year that the sabbatical was actually used.

The teacher shall, after notifying the Board that he/she will not return, have the option of paying the note in full with no interest prior to September 1st of the school year he/she would have assumed his/her normal teaching status.

- B. All such requests must be submitted to the Board, in writing, by March 1st proceeding the year for which the leave is being requested.

## ARTICLE XV - UNPAID LEAVES OF ABSENCE

- A. A leave of absence of up to two (2) years shall be granted any teacher, upon application, for the purpose of participating in exchange teaching programs in other states, territories, countries, foreign or military teaching programs, the Peace Corps, Teacher's Corps or Job Corps as a full-time participant in such programs, provided said teacher states his/her intention to return to the school system. Upon return from such leave, a teacher shall be placed at the same position on the salary schedule as he/she would have been on had he/she taught in the district during such period.
- B. A military leave 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. Credit on the salary schedule shall be at the rate of one (1) year of teaching experience for every two (2) years of military service, not to exceed five (5) years of teaching service.
- C. Maternity/Child Care leaves of up to one (1) year shall be granted upon request to any tenured teacher. A second year may be requested with the approval of the Assistant Superintendent of Human Resources. If denied the leave will end after one year. A teacher returning from leave provided in this paragraph shall be placed on that step of the salary schedule from which he/she went on leave.
- D. Unpaid leaves of absence for study or travel will be available only to fully certified teachers. Such leaves may also be granted by the Board for periods of one (1) or two (2) semesters. No more than two (2) unpaid leaves of absence for study or travel will be granted per year.
- E. A personal leave of absence of up to one (1) year may be granted upon written request. A one (1) year extension may be granted upon written request from the teacher. Upon return to teaching, the teacher shall be placed on the appropriate salary schedule step without experience credit for such leave. This leave shall not be available for a period of one (1) year for any teacher who has taken any other leave in Article XV.

Requests must be submitted at least sixty (60) calendar days before beginning date of leave.

In the event a suitable replacement can be employed, the leave shall take effect immediately.

### F. Conditions

- 1. A teacher returning in the fall from an unpaid leave of absence must notify the Human Resources office by no later than the preceding March 1.
- 2. If any open positions exist after internal postings, people returning for the following school year from a leave of absence may apply or the district may place returning teacher in an existing opening for which they are certified and qualified. If no openings exist the tenure law will be followed.

### G. Family Leave

- 1. An employee, whether male or female, is entitled to 60 workdays of family leave during any twelve (12) month period. An employee is anyone who was employed by the employer on a continuous basis for the previous fifty-two (52) weeks for at least 1,250 hours of service during those fifty-two (52) weeks, excluding authorized leave or periods of time in which persons do not report to work but have a continuing employment relationship and do not collect unemployment benefits.
- 2. The family leave may be taken: (a) because of the birth of a child and to care for a newborn child; (b) because of the placement of a child with the employee for adoption or foster care; (c) to care for a child or a spouse or a parent who has a serious health condition; or (d) because of the employee's own serious health condition. If both parents of the child are employed by the district,



ARTICLE XV - UNPAID LEAVES OF ABSENCE (continued)

they together are entitled to a total of 60 workdays of leave, and leave may be granted to only one (1) parent at a time.

3. Leave taken to care for a newborn or newly adopted child must be completed within twelve (12) months after the birth or adoption. Leave taken to care for a terminally ill child may be taken only once for any given child. The district may require confirmation by a health care provider of the employee's need for family leave.
4. "Child" is defined as a biological, adopted or foster child, a stepchild, a legal ward who is under eighteen (18) year of age or incapable of self care due to a mental or physical disability. A "serious health condition" is one caused by injury, illness, impairment or physical or mental condition that involves (a) inpatient care, or (b) continuing treatment by a health care provider.
5. The family leave shall be without pay for all or part of the leave. The employee may choose or the district may require the employee to substitute and use his/her total accumulation of paid leave to which he/she is otherwise entitled before going on family leave. The District reserves its right under the FMLA to require any FMLA leave to run concurrently with paid or unpaid leave to which an employee is entitled under this Agreement. FMLA will run concurrently with any leave of three or more consecutive work days in a week. The leave may be paid, unpaid or a combination of both depending on the individual's personal sick bank. All parts of the contract remain in effect when on paid leave. (If an association member is out more than 60 work days and if the leave is paid then benefits are covered.) If the member is on unpaid leave, after the 60 work days benefits will be at his/her own expense (COBRA) or benefits will stop on the first day of the next month after the end of the 60 work days. Health benefits provided under any group health plan will be continued for the duration of the leave at the level and under conditions coverage would have been provided if the employee had continued in employment during the leave. However, if the employee fails to return from leave, the employee must reimburse the district for all premiums paid during the leave.
6. An employee who plans to take family leave must provide the district with the written notice of at least thirty (30) days in advance, unless the family leave is not foreseeable, in which case the employee must notify the district of the expected leave within one (1) working day of the beginning of the leave.
7. Upon returning from family leave, the employee is entitled to be returned to the same position he/she previously held or to an equivalent position with equivalent employment benefits and other terms and conditions of employment.

## **ARTICLE XVI - ACADEMIC FREEDOM**

- A. The parties seek to educate young people in the domestic tradition, to foster a recognition of individual freedom and social responsibility, to inspire meaningful awareness of, and respect for, the Constitution and the Bill of Rights, and to instill appreciation of the values of individual personality.
- B. Freedom of individual conscience, association and expression will be encouraged and fairness in procedures will be observed both to safeguard the legitimate interests of the schools and to exhibit, by appropriate example, the basic objectives of a democratic society.

## ARTICLE XVII - TEACHER EVALUATION

The mission of Lake Orion Schools is to prepare our students to meet the challenges of tomorrow by providing the educational environment for all to learn today.

Evaluation of all staff will be achieved through a multi-faceted, ongoing process that assures the competence, quality and continued growth of our educators. Evaluations shall be conducted openly by the teacher's evaluating administrator or an administrator otherwise familiar with the teacher's work, who shall be designated by the Board.

The Lake Orion goal-setting program as jointly developed has three separated components. They are:

1. Non-tenured teachers (*Teacher Evaluation*)
2. Tenured teachers meeting minimum performance expectations (*Professional Growth Process*)
3. Tenured teachers needing assistance

Each Lake Orion teacher shall be provided with a copy of the *Professional Growth and Process* document.

- A. Non-tenured teachers shall be observed and evaluated by the administration a minimum of three (3) times (60 days apart during the first year of employment, and at least twice the last three (3) years. An individual Development Plan will be developed in consultation with the teacher according to identified minimum performance expectations.

A mentor for each year probationary teacher during the first three (3) years of probation will be appointed for one (1) year and may be reappointed. No teacher will be required to be a mentor. It is preferred that the mentor be a tenure teacher.

At the request of the probationary teacher, a mentor shall attend formal or informal evaluations. The mentor shall act in a supporting role only.

Should the probationary teacher require the presence of an Association Representative during an evaluation, the mentor shall be excluded from the process.

Neither mentors nor LOEA representatives may be part of the observation. Additionally, audio/visual recording of any type will not be part of the observation process.

- B. Tenured teachers who meet expectations in all areas shall participate in the goal-setting process, where goals are established and realized, and new goals are set to facilitate teachers' growth. This process must be formally initiated for each teacher at least once every three (3) years, and is an ongoing collaborative effort between teacher and administrator during the course of that year.
- C. Tenured teachers may be placed on the Teacher Assistance Plan when there is documented evidence that one (1) or more expectations has/have not been met. A TAP year is defined as twelve (12) calendar months from the date of placement on the TAP program, and may continue a second year.
- D. All evaluations shall be based on valid criteria for evaluating professional growth.
- E. No later than April 1st of each non-tenure year, the final written evaluation report will be furnished to the Superintendent or his/her designee, covering such non-tenure teacher. A copy shall be furnished to the teacher. If the report contains any information not previously made known to and discussed with the non-tenure teacher, the teacher shall have the opportunity to submit additional information to the Superintendent, or his/her designee, within five (5) days. In the event that a non-tenure teacher is not continued in employment, the Board will advise the teacher of the reasons therefore in writing, and provide for a hearing when requested.
- F. In the evaluation process if deficiencies in performance are recognized, such deficiencies shall be set forth in specific terms in writing and discussed with the teacher. Specific ways shall be identified in which performance is to improve. A statement shall be made of how to attain the desired improvement and the

assistance to be given by the administrator. If requested, the evaluator shall have demonstrated the desired performance where applicable. Reasonable time shall be allowed to obtain the necessary

ARTICLE XVII - TEACHER EVALUATION (continued)

improvement. The teacher shall be involved in the development and implementation of any plans of improvement of performance.

- G. When any material is placed in an individual's personnel file, the individual shall be furnished a copy of said material forthwith and shall have ten (10) working days after receipt of the material to submit a response which shall be attached to the original material in the file. The teacher must sign the material, which indicates that he/she knows that such material will become a part of his/her personnel file, but does not indicate agreement with the content. Such material may be removed only as stipulated in Section I of this Article.
- H. Upon request, an administrator will review the contents of an individual teacher's personnel file with the teacher. Certain confidential information such as furnished by the College Placement Office will be withheld. A representative of the Association may, at the teacher's request, accompany the teacher during the interview.
- I. Any materials in the personnel file of the teacher may be challenged by the teacher for substantiation. If such challenge demonstrates that such material cannot be substantiated, it shall be removed from the file. Such challenge shall occur within twenty (20) working days after the teacher was notified or became aware of such material being placed in his/her personnel file. This clause shall not apply to letters of reprimand or administrative observations reflecting on the performance of a teacher issued and/or received prior to the expiration date of the 1977-79 Master Agreement, when the initiating party is unavailable for substantiation.
- J. The Board agrees that in the event a Freedom of Information Act request is made by a third party, the Board shall notify the employee and the Association, and assert on behalf of the employee all applicable Freedom of Information Act exemptions.

## ARTICLE XVIII - PROFESSIONAL BEHAVIOR

- A. Teachers are expected to comply with reasonable written or oral rules, regulations and directives, adopted by the Board or its representatives, which are not inconsistent with the provisions of this agreement, provided that a teacher may reasonably refuse to carry out an order which threatens physical safety or well being, unless such order is in the interest of providing for the safety and well being of the students. At the beginning of the school year, each teacher will be provided with a list of rules and regulations that govern the building to which said teacher is assigned.

The Board shall provide the Association President with copies of administrative policies and procedures for each building and a copy of the rules and regulations of the Board. Subsequent modifications or changes in these documents shall also be furnished to the Association President. Building policies and procedures, as well as the rules and regulations of the Board, shall be posted in the faculty lounge of each school.

- B. No teacher shall be disciplined, reprimanded, reduced in rank or compensation, or deprived of any professional advantage without just cause and due process. Any such discipline, reprimand, or reduction in rank, compensation or advantages, including adverse evaluation of teacher performance asserted by the Board or representative thereof, 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. This provision shall not apply to the termination of a probationary teacher's employment. Due process will be afforded to all members.

The Board and Association agree that the following constitutes just cause for immediate termination of employment and that termination of a teacher for the following is not subject to the grievance procedure:

1. Past or recent conviction of a "listed offense" as defined in Section 2 of the Sex Offenders Registration Act.
2. Past or recent conviction of a felony which does not constitute a "listed offense" as defined by Section 2 of the Sex Offenders Registration Act unless the Board and Superintendent of Schools, in their sole discretion, specifically approve continued employment of the employee.
3. Violation of subsection 1230d(1) or subsection 1230d(2) of the Revised School Code.

- C. The Board and Association recognize that the educational program is not confined to academic pursuits alone, but includes all areas of the curriculum. The Board and Association further recognize that the success of the total educational program is directly dependent upon the quality of the teaching service and the involvement of teachers in all areas of the program. It is, therefore, agreed that teacher attendance at, and involvement in, programs conducted in their respective buildings be considered a professional responsibility.
- D. It is hereby agreed and understood between the parties that the daily conference period is time set apart from classroom responsibility for teacher breaks, conferences with students and parents, planning, grading papers and attention to teacher duties.
- E. Teachers who plan to leave the employ of the school district shall notify the Board of this decision in writing, as soon as possible.
- F. No teacher will be required to administer any first aid or medication prescribed for a student, nor shall any teacher be required to transport any child for any reason. It is anticipated, however, that each teacher will act and react in such situations in a professional, reasonable and responsible manner.

## **ARTICLE XIX - PROFESSIONAL IMPROVEMENT**

- A. The parties support the principle of continuing training of teachers, participation of teachers in professional organizations in the areas of their specialization, leaves for work on advanced degrees or special studies and participation in community educational projects.
- B. Responsibility for assignment of teachers to educational conferences shall be an administrative function and the value of such programs shall not be neglected by the Administration. The Association may make written evaluations of such programs in advance and such evaluations shall be given serious consideration by the Administration. Appointed teachers shall be reimbursed for such expense and no salary deduction shall be made.
- C. Teachers attending conventions or conferences will be requested to submit a short written report highlighting the convention or conference attended so that the benefits thereof may be shared with other staff members.
- D. One or more conference requests will be approved. During the life of this Agreement not less than eighty (80) conference requests per year shall be approved, if the applications total that number. State conferences will be encouraged. Consideration will also be given to one or more requests for attendance at national conferences and all other areas the Administration feels are beneficial. School Improvement Teams (SIT) shall allocate conference requests after consulting with the teacher and the administrator.

The above conference minimums shall be allocated to the school buildings on a pro-rata basis, based on the number of teachers in each building. Building principals shall allocate conference requests after consultation with the staff within the building.

- E. At the request of the Association, and with the Board's approval, arrangements shall be made for after school courses, workshops, conferences and programs designed to improve the quality of instruction. The Contract Maintenance Committee (CMC) will annually review and establish rate of pay for the extra staff development. Every effort will be made to obtain people of the highest qualifications to participate in the presentation of such programs. All teachers desiring to attend shall be allowed to do so.
- F. All Lake Orion Education Association members are expected to attend the fall curriculum night. In exchange for attending curriculum night the district will not schedule the day before Thanksgiving as a workday.

## **ARTICLE XX - REDUCTION IN PERSONNEL AND ANNEXATIONS AND CONSOLIDATIONS OF DISTRICTS**

- A. In the event of consolidation or annexation of the district, the Board or its successor, shall assure, to the full extent permitted by law, the continued application of the terms of this Agreement.
- B. In the event this district shall be combined during this Agreement with one or more districts, the Board will use its best efforts to assure the continued employment of its members in such consolidated districts.
- C. Should substantial and unforeseen changes in student population or other conditions make necessary general reduction in the number of teachers employed by the Board, the Board will first retain those teachers who possess current teaching certificates, have the longest period of service in the school district, and who are certified and meet accreditation requirements to teach in those areas or disciplines to be preserved. The Association and Board will further use their best efforts to assist all teachers terminated for lack of work to secure employment in adjacent school districts upon terms and conditions as nearly comparable as possible.
- D. Seniority shall be based upon the effective date of employment. Part-time employment shall be provided with prorated credit. Sabbatical and military leaves shall not be considered as interruption of service. Seniority for unpaid leaves of absence or those teachers who have been laid-off shall be computed from the first date of employment, minus the time of such leaves or lay-off. No seniority shall accrue for persons on lay-off or leaves except Article XII A., B.,C.,D., Article XIV and Article XV C. (only for time of disability). No other leaves shall accrue seniority.

Seniority credit will be lost if the individual retires, resigns, is terminated for just cause not reversed, or refuses recall to a regular full-time teaching position.

In the event two (2) or more teachers have the same effective date of employment, the teacher whose signature on a contract occurred at an earlier date and time shall have more seniority.

- E. A teacher, whose position is to be eliminated, shall displace the teacher with the least seniority in the District in any subject or area of specialization for which that teacher is certified and qualified. Qualified shall mean meeting Federal and State standards as set by law. No teacher shall be displaced by another teacher with less seniority.
- F. At the elementary level, when a classroom at a grade level in a building is reduced due to a change in student population, a voluntary transfer (to a grade level above or below grade level) shall occur before the position is posted. In the event there is no volunteer for transfer, the least senior teacher in the reduced grade level shall be transferred to the grade level above or below. If more than one grade level is affected by this student movement, placement shall be by seniority of those teachers affected.
- G. Lake Orion requires a ZA endorsement for kindergarten teachers. The exception to this requirement are displaced and laid off teachers who may agree to get this endorsement by the end of the next school year.
- H. Reduction of staff shall be based upon those with least seniority being laid off first. Recall, based upon certification and qualification, as defined above, shall be in reverse order of lay-off. Refer to Addendum A for process and procedures.
- I. A person laid off who gains additional certification after the effective date of lay-off will not be allowed to displace another teacher who was not laid off by virtue of seniority. However, if a position is vacant, the additional certification is permissible and may result in recall out of order of lay-off. For the additional certification to be used in recall the teacher must have been granted the additional certification and deliver to the School District's Human Resources Office a copy of the state validated additional certification prior to the date of recall.



- J. Lay-off of teachers for a given school year must be made by April 30<sup>th</sup> or the first business day after April 30<sup>th</sup> if that date falls on a Saturday or a Sunday. The Board may lay-off teachers during the school year only in the event of the actual loss of anticipated and budgeted revenues. Under these circumstances, teachers shall be given notice thirty (30) school days prior to the effective date of lay-off.
  
- K. At least five (5) work days, exclusive of weekends and holidays, prior to the Board meeting at which lay-off is to be considered, the Superintendent, or his/her designee, shall meet with the President or designee of the Association for the purpose of discussing and reviewing the proposed lay-offs.

## **ARTICLE XXI - CONTINUITY OF OPERATIONS**

- A. Both parties recognize the desirability of continuous and uninterrupted operation of the instructional program during the normal school year and the avoidance of disputes which threaten to interfere with such operation. Since the parties are establishing a comprehensive grievance procedure under which unresolved disputes may be settled by an impartial third party, the parties have removed the basic cause of work interruption during the period of this Agreement. The Association accordingly agrees that it will not, during the period of this Agreement, directly or indirectly, engage in or assist in any strike, as defined in Section I of the Public Employment Relations Act.
- B. The Board agrees that it will not, during the period of this Agreement, directly or indirectly, engage in or assist in any unfair labor practice as defined by Section 10 of the Public Employment Relations Act.
- C. Nothing in this Article shall require the Board to keep school open in the event of severe inclement weather or when other emergencies arise making attendance impractical. Students and staff will be notified of emergency closing through channels of communications determined by the Administration.
- D. In the event that schools are closed for students due to inclement weather, hazardous driving conditions, or other emergencies, teachers are not expected to report for duty. No loss of pay or leave days shall be incurred for such failure to report for duty. The exception to this rule is any employee on an approved multi-day leave. All days for this leave will be deducted as long as the employee leave was pre-approved.
- E. In the event that pupil instructional days have been canceled due to conditions not within the control of the Board, then instructional days shall be rescheduled to ensure full state aid and/or compliance with state law.

## **ARTICLE XXII - SCHOOL CALENDAR**

- A. For the term of this Agreement, the school calendar shall be set forth in Schedule A to reflect at least the requisite number of days and hours to receive full state/local revenues. School calendars will be established by Contract Maintenance Committee (CMC), and are not subject to a vote of the membership. It is the intent of the parties to establish a school calendar by January for the following school year.
- B. Annual orientation and professional development programs will be set forth by the Board of Education for new teachers in compliance with state laws and at no additional cost to the Board.
- C. CMC will establish the dates for professional development activities provided for teachers on a building or district-wide basis.

## ARTICLE XXIII - PROFESSIONAL COMPENSATION

- A. The basic salaries of teachers covered by this Agreement are set forth in Schedule B which is attached to, and incorporated in, this Agreement. Such salary schedule shall remain in effect during the terms of this Agreement.
- B. Teachers required in the course of their regular teaching assignment to drive personal automobiles from one school building to another shall receive car allowance of current IRS rate per mile. This rate shall also apply for teachers driving their personal automobiles to attend conferences and/or fulfill other professional duties.

For teachers who are already on the Masters pay scale, there may be an occasional undergraduate class appropriate for a teacher to take to enhance the subject area for which they are delivering instruction. For a class to be considered as part of the post masters' hours for additional pay, CMC has agreed that a teacher may submit a written request for one undergraduate class (maximum six credits) to be submitted for graduate credit. The request would need to explain why the class would enhance the teaching for the teacher. A committee consisting of two teachers and two administrators approved by CMC will consider all requests. Once approved by the committee, the credits earned in this undergraduate class would be considered as part of the post masters' hours.

- C. The salary of individual teachers shall be determined by position within the steps and categories of the salary schedule and by any of the applicable factors noted below:
  - 1. Step positions shall be determined by allowable credit year of teaching experience.
    - a. All teachers shall be allowed credit on the Salary Schedule steps for all years of teaching experience in the Lake Orion Community School District.
    - b. All teachers may be allowed credit on the Salary Schedule steps for teaching experience in any school district in the State of Michigan up to a maximum of six (6) years.
    - c. The Board may allow credit on the Salary Schedule steps for such other experience as it considers appropriate.
  - 2. Category positions shall be determined by degrees and credit hours earned, but shall be within the limits set forth in the Salary Schedule.
  - 3. Additional compensation for extra duties shall be paid to teachers who qualify under the categories set forth in Schedule B-1.
  - 4. The Board and the LOEA recognizes the importance that non-athletic or non-music extra-curricular clubs and activities have in the development of a well-rounded student. It is further agreed that the needs of these student-based activities may vary from year to year. Therefore, the Board agrees to provide in each building money to sustain these clubs and activities. The following amounts are to be established in the first year of the contract and increase as necessary through the regular budgeting process:

Elementary	\$ 5,000 per each building
Middle School	\$10,500 per each building
High School	\$38,000

The use of these dollars shall be determined by each building through their Building School Improvement Team (BSIT). Application shall be made each year to the BSIT by a requesting teacher to initiate a club or activity outlining the goals, duration and frequency of the activity or club. Pay will be determined by BSIT.

- D. The daily rate for a teacher shall be computed by dividing the teacher's regular annual salary by 186 days, the number of days (determined by CMC) in the teacher's school year.

- E. The Board shall pay a longevity allowance to each teacher employed by the district as follows: (longevity pay shall be issued in two (2) equal installments, in a separate check, on the first pay in December and on the first pay in March of each school year). Each member receiving longevity pay may have it placed in a TSA or any other district pre-tax plan if the member chooses this option.

While seniority is earned by the day for the purpose of defining longevity, an employee may have up to ten (10) unpaid days during their career and still qualify for longevity at the end of 15 and 21 years of completed service. The chart below is in effect as of January 1, 2010.

<b>Longevity</b>	<b>BA</b>	<b>BA+18</b>	<b>MA</b>	<b>MA+15</b>	<b>MA+30</b>
2.5 % 15 – 20 Years	\$949	\$980	\$1,037	\$1,056	\$1,090
5% 21-25 Years	\$1,898	\$1,961	\$2,075	\$2,113	\$2,179
7.5 % 26 or more Years	\$2,846	\$2,941	\$3,112	\$3,169	\$3,269

- F. Teachers who possess National Board Certification will receive an annual stipend of \$500 paid in the first check in December.
- G. Psychologists who are Nationally Certified School Psychologists will receive an annual stipend of \$500 paid in the first check in December.
- H. Other nationally certified staff members seeking additional compensation may make a presentation to CMC outlining the requirements of their certification. CMC will make a determination as to whether or not the individual shall receive a stipend.

## **ARTICLE XXIV - SPECIAL TEACHING ASSIGNMENTS**

- A. The Board agrees, to the best of its ability, to maintain an adequate list of substitute teachers. Teachers shall call at least one (1) hour before scheduled reporting time or no later than 6:30 a.m., whichever is earlier, to report unavailability for work. It is understood that earlier calls are desirable to ensure adequate substitute coverage. Once a teacher has reported unavailability, it shall be the responsibility of the administration to arrange for a substitute teacher.
  
- B. The Board will make an effort to pay substitute teachers a salary competitive with neighboring districts.

## **ARTICLE XXV - SEVERANCE PAY**

- A. Upon termination of employment from the Lake Orion Community Schools, teachers shall receive terminal pay at the rate of one-fourth (1/4) their unused sick days. The maximum number of days paid shall be limited to twenty-five (25) days. The per day rate shall be based on their last full contract amount.
- B. After being employed for ten years with the Lake Orion Schools and upon retirement or death, a teacher or his/her beneficiary shall receive retirement pay at the rate of one-half (1/2) of his/her unused sick days. The maximum number of days will be limited to 50.

The per day rate shall be based upon the last full contract amount. To receive retirement pay, said teacher must be eligible for benefits from the Michigan School Employees Retirement Fund.

## **ARTICLE XXVI - STUDENT DISCIPLINE AND TEACHER PROTECTION**

- A. Since the teacher's authority and effectiveness is undermined when students discover that there is insufficient administrative backing and support of the teacher, the Board recognizes its responsibility to give full support and assistance to teachers with respect to the maintenance of control and discipline.
- B. It is recognized that discipline problems are less likely to occur in classes which are well taught and where a high level of student discipline is maintained. It is likewise recognized that when discipline problems occur, they may most constructively be dealt with by encouragement, praise, and emphasis upon the child's desirable characteristics. A teacher may use force as necessary to protect him/herself from attack or to prevent injury to another student as provided by the Michigan School Code of 1976, Section 380.1312 and as allowed by applicable Board Policy on Corporal Punishment.
- C. A teacher may exclude a pupil from class, on a temporary basis, 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, as promptly as his/her teaching obligations will allow, full particulars of the incident. Prior to the return of the student to the class where the disturbance occurred, the teacher shall be afforded the opportunity to confer with the administrator. If the teacher is not available for a conference, temporary disposition of the student may be determined by the administration until such time as the teacher and administrator confer.
- D. Any case of assault involving a teacher while performing regular or assigned duties shall be promptly reported to the Board or its designated representative. The Board will provide legal counsel to advise the teacher of his/her rights and obligations with respect to such assault.
- E. If any teacher is sued by reason of disciplinary action taken by the teacher against a student, as allowed by applicable Board Policy, the Board will provide counsel and render all necessary assistance to the teacher in his/her defense.
- F. In the event that an assault is made upon a teacher by a pupil, while the teacher is on duty in the school or on school property, the Board will reimburse the teacher for any loss, damage or destruction of clothing or personal property of the teacher which is not otherwise reimbursable.
- G. No final action shall be taken upon any complaint toward a teacher nor shall notice thereof be included in said teacher's personnel file unless such matter has been discussed with the teacher concerned, who shall be entitled to representation by the Association.



## ARTICLE XXVII - INSURANCE PROTECTION

- A. The Board shall provide up to full-family health care insurance, as in the 1992-95 Master Agreement. The Board will not pay for coverage of health care insurance if the teacher is protected by another policy, which is employer-paid and is equal or better than the health care insurance provided. Coverage shall be for twelve (12) months, except for those teachers who resign or retire before the last working day of the current school calendar. The level of coverage shall duplicate and maintain the standards of the 1992-95 Agreement with the following exceptions. A change in the prescription drug care from a \$2.00 co-pay to a \$5.00 - \$10.00 co-pay. The Wellness rider will be added to the plan in 2003-2004 and the life insurance for people in plan A will change from \$50,000 to \$45,000 since the other \$5,000 is included in the health plan already. All other insurance benefits (including vision) will also duplicate and maintain the standards of the plan specifications as outlined in Article XXVII - Insurance Protection of the 1992-1995 Master Agreement.
- B. For the 2006-2007 school year, all employees who elect insurance will have MESSA Choices with VSP Plus Platinum (vision). In the 2007-2008 school year the employees will change to a \$10.00 drug card. In the 2008-2009 school year the employees will change to a \$10.00/\$20.00 drug card. Unless the premium costs in 2009-2010 raise above 6% of the premium cost paid in 2006-2007 the benefits will remain as they are in 2008-2009. If benefit cost is over 6% then benefits will be negotiated as part of an overall contract.

For the school year 2010-2011, if the insurance premium is less than the 2009-2010 insurance premium, the savings will be shared equally between the District and LOEA members. If there is a premium increase, the members taking medical will pay half of the increase up to a 5% cap (maximum employee cost is 2 ½ %). If the cost of the premium is greater than a 5% increase, the District will be responsible for the amount above the 5% increase. This language is in effect only for the 2010-2011 school year.

C. Delta Dental

The Board shall provide for all members of the bargaining unit full-family dental coverage at no cost to the teacher. Teachers who are not covered under another dental insurance plan shall be provided with Michigan Education Special Service Association Delta Dental Plan Auto+ with orthodontic rider 0-8, with internal and external coordination of benefits for all teachers in the bargaining unit and their eligible dependents. The maximum annual benefit level shall be equal to one thousand five hundred dollars (\$1,500).

Teachers who are covered under another dental insurance plan either through Lake Orion Schools or another employer shall be provided with Michigan Education Special Service Association Dental Plan C (50% coverage-Class I and II) with 0-1 (50% coverage Class III). This will include internal and external coordination of benefits. The maximum annual benefit level shall be equal to one thousand dollars (\$1,000).

D. Group Life

During the duration of this Agreement, the Board shall provide, without cost to the teacher, group life insurance protection in the amount of fifty thousand dollars (\$50,000) that will be paid to the teacher's designated beneficiary. In the event of accidental death, the insurance will pay double the specified amount. Teachers under contract with the District shall have the right to participate in this insurance. Coverage shall stop with termination of employment.

E. Health Insurance Option Plan B

Teachers not electing health insurance coverage will receive one hundred dollars (\$100) per month payable annually to be applied to a tax sheltered annuity or a biannual lump sum cash payment, both subject to Section 125 of the IRS and will put into effect the requirements to protect both parties from adverse tax implication.

- F. Coverage for health, long-term disability and group life insurance protection shall be provided by the Board on a pro-rata basis based upon the amount of time worked which shall include conference/preparation period, lunch period, supervision or other Board assigned work. The appropriate pro-ration shall be determined by dividing the actual time worked by a full time teacher on a daily basis. If a teacher working less than full time desires the insurance coverage, it shall be said teacher's responsibility to pay for the difference no less than monthly in a consistent manner as prescribed by the Board.

The only limitation on the above shall be the limitations of the insuring companies as they relate to specific coverages.

less than full time teachers shall receive dental coverage pursuant to Article XXVII, Section B.

- G. At the option of the teacher, group health care insurance coverages at group rates may extend up to twelve (12) months beyond the date the Board ceases to be liable for the premium payments. The teacher shall make payments to the Board office and/or insurance carrier in such manner as determined by the Board and/or insurance carrier to be eligible for this extended coverage. Failure to receive timely payment may result in the teacher being dropped from continuing group coverage unless prior arrangements have been made with appropriate Board Office personnel or the insurance carrier.

- H. A teacher not planning to return to the district in the fall who fulfills his/her contract with the Board to the end of the scheduled school year shall have continuous Board paid coverage through August 31. Said teacher may qualify for Extended Cash Pay Coverages beyond August 31 according to their rights under C.O.B.R.A.

A teacher who is employed after the beginning of the school year and who fulfills his/her contract with the Board to the end of the scheduled school year shall be completely covered over the summer months.

- I. Payroll deduction shall be available for all additional options shown below:

1. Additional Life Insurance
2. Survivor Income Benefits
3. Dependent Life Insurance
4. Group Term Life Insurance

Also, payroll deductions shall be available for long-term care.

## ARTICLE XXVIII - PROFESSIONAL GRIEVANCE PROCEDURE

### DEFINITIONS:

Grievance - A grievance shall mean a claim by an individual or the Association that there has been an alleged violation, misinterpretation or misapplication of any provision of this Agreement. (Association grievances may be initiated at Level 3 by mutual agreement.) Such claim must be filed not later than twenty (20) days from the date of the alleged violation, misinterpretation or misapplication of the Agreement.

Day - The term day as used herein shall mean days when school is in session during the school year and days when the Central Office is open for business during summer vacation unless otherwise specified.

Shall any differences, disputes or complaints arise over the interpretation or application of the terms of this Agreement, there shall be an earnest effort on the part of both the Association and the Board to settle the dispute promptly through the following steps:

#### LEVEL I

- A. A teacher with a grievance shall discuss it with his/her Principal or Supervisor, individually, represented by or accompanied by a representative of the Association, provided that the aggrieved teacher will not be denied the right to have an Association representative present at such conferences.
- B. The Contract Maintenance Committee (CMC) will discuss all grievances and attempt to resolve the issue. While the issue is being discussed at CMC, grievance filing deadlines will be held in abeyance. Should the problem be unresolved at CMC, the Level II process will engage.
- C. The grievant may invoke the formal grievance procedure on the form set forth in Annexed Schedule C, signed by the grievant and a representative of the Association, which form shall be available for the Association representative in each building. A copy of the grievance shall be delivered to the Principal or Supervisor.

#### LEVEL II

Within three (3) days of receipt of the grievance, the Principal or Supervisor shall meet with the Association in an effort to resolve the grievance. The Principal or Supervisor shall indicate his/her disposition of the grievance in writing within three (3) days of such meeting.

#### LEVEL III

If the Association is not satisfied with the disposition of the grievance, or if no disposition has been made within three (3) days of such meeting (or six (6) days from the date of filing, whichever shall be later) the grievance, within five (5) days, shall be transmitted to the Superintendent. Within five (5) days the Superintendent or his/her designee shall meet with the Association on the grievance and shall indicate his/her disposition of the grievance in writing within three (3) days of such meeting. If, at Level III, more than one grievance is filed on the same alleged violation, the disposition of one grievance, and the solution, will be made applicable to the other assuming they have the same solution.

#### LEVEL IV

If the Association is not satisfied with the disposition of the grievance by the Superintendent or his/her designee, or if no disposition has been made within three (3) days of such meeting (or six (6) days from the date of filing, whichever shall be later), the grievance, within five (5) days, shall be transmitted to the Board by filing a written copy thereof with the Secretary or other designee of the Board. The Board, no later than its next regular meeting or two (2) calendar weeks, whichever shall be later, shall hold a hearing on the grievance, review such grievance in executive session or give such other consideration as it shall deem appropriate. Disposition of the grievance in writing by the Board shall be no later than seven (7) days thereafter.

ARTICLE XXVIII - PROFESSIONAL GRIEVANCE PROCEDURE (continued)

LEVEL V

If the Association is not satisfied with the disposition of the grievance by the Board, or if no disposition has been made within the time period provided above, the grievance may be submitted to arbitration by the Association before an impartial arbitrator. Request for arbitration must be submitted within fifteen (15) calendar days of the disposition at Level IV. If the parties cannot agree as to an arbitrator within five (5) calendar days from the notification date that the arbitration will be pursued, one shall be selected by the American Arbitration Association in accord with its rules which shall likewise govern the arbitration proceedings.

Any teacher or the Association may not take to arbitration any grievance dealing with those areas in the Tenure Act which prescribe a procedure or authorize a remedy (discharge or demotion) until after the time limits have passed for the teacher to request a tenure hearing before the Board. It is expressly understood that if the teacher elects to request a tenure hearing or requests any appeal through the tenure process, arbitration is barred.

Additionally, any probationary teacher or the Association may not take to arbitration any grievance dealing with the discharge and/or nonrenewal of a probationary teacher where such teacher was not previously tenured in the State of Michigan. This clause shall be effective September 1, 1993.

The Board and the Association shall not be permitted to assert in such arbitration preceding 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 this Agreement.

Both parties agree to be bound by the award of the arbitrator. All fees and expenses of the arbitrator shall be shared equally by the Board and Association.

1. If any teacher for whom a grievance is sustained shall be found to have been unjustly discharged, he/she shall be reinstated. If he/she shall, by decision of the arbitrator, have been found to be improperly deprived of any professional compensation or advantage, the same or its equivalent in money shall be paid to him/her.
2. The time limits provided in this Article shall be strictly observed, but may be extended by written agreement of the parties. Failure to observe the time limits contained in this grievance procedure, unless mutually extended, shall result in the grievance being adjusted on the basis of the disposition at the previous level. In the event a grievance is filed after May 15th of any year, the Board shall process the grievance prior to the end of the school term.
3. If an individual teacher has a personal complaint which he/she desires to discuss with a Supervisor, he/she is free to do so without recourse to the grievance procedure. However, no grievance shall be adjusted without prior notification to the Association and opportunity for an Association representative to be present, nor shall any adjustment of a grievance be inconsistent with the terms of this Agreement.
4. If the Association decides that no grievance exists and so notifies the claimant, the teacher may continue to process his/her claim without reflection upon or support of the Association. If the Association decides there is a legitimate grievance, it shall, immediately, process the claim.
5. A grievance may be withdrawn at any level without prejudice on the record.
6. All documents, communications and records dealing with a grievance shall be filed separately.
7. Forms for filing and processing grievances shall be designed by the Superintendent's Office and the Association. These shall be prepared by the Superintendent, and shall be given appropriate distribution so as to facilitate the operation of the grievance procedure.
8. Any information necessary to the determination and processing of a grievance shall not be withheld by the Board of Association.

## **ARTICLE XXIX - NEGOTIATION PROCEDURES**

- A. It is contemplated that terms and conditions of employment provided in this Agreement shall remain in effect until altered by mutual agreement in writing between the parties. If, during the course of this Agreement, it becomes evident that any section of the Agreement is not workable or causes undue hardship upon either party in its application, negotiations may be reopened by mutual consent of the Association and the Board to reconsider the section presenting such hardship. The start of negotiations shall not be delayed more than thirty (30) days after the reaching of agreement on the need for negotiations unless further delay is mutually agreeable.
- B. The parties shall initiate negotiations for the purpose of entering into a successor agreement by June 1 preceding the expiration date of this Agreement.
- C. Neither party in any negotiation shall have any control over the selection of the negotiation or bargaining representatives from within or outside the school district. While no final Agreement shall be executed without ratification by the Board and Association, the parties mutually pledge that their representatives will be clothed with all necessary power and authority to make proposals, consider proposals, and make concessions in the course of negotiations.
- D. If the parties fail to reach an agreement in any such negotiations, either party may invoke the mediation machinery of the State of Michigan Labor Mediation Board.

## **ARTICLE XXX - DISTRICT SCHOOL IMPROVEMENT COUNCIL**

- A. District School Improvement business such as school improvement plans, state reports, accreditation standards, and staff development will be presented, discussed and recommendations made through the District School Improvement Council.
- B. The District School Improvement Council will consist of eleven (11) instructional building school improvement representatives (one from each building), minimum of 1 and maximum of 3 parents, three (3) building administrators (one from each level), and the Assistant Superintendent of Educational Services (chairperson).
- C. Building school improvement teams will present their goals/plans to the district school improvement council for coordination.
- D. Building accreditation teams will coordinate and update council on how well the standards are being met.
- E. Committee membership shall be reviewed on an annual basis.

## **ARTICLE XXXI - BUILDING SCHOOL IMPROVEMENT**

- A. Site-based management is the process by which the teachers at the work site jointly make decisions affecting their working conditions. Decisions made by the Building School Improvement Teams (BSIT) will not violate the Agreement. Decisions made of the BSIT that require deviation from the contract will be submitted to the Contract Maintenance Committee (CMC) and approved prior to implementation.
- B. Selection of building-level school improvement efforts shall include the entire staff and administration of the building.
- C. The involvement of teachers in school improvement planning shall be voluntary and shall not require nor preclude additional compensation.

## **ARTICLE XXXII - 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 mutual consent of the parties in a written and signed amendment to this Agreement.
- B. Any individual contract between the Board and an individual teacher, heretofore executed, shall be subject to and consistent with the terms and conditions of the Agreement and any individual contract hereafter executed shall be expressly made subject to and consistent with the terms of this or subsequent Agreements to be executed by the parties. If an individual contract contains any language inconsistent with this Agreement, this Agreement during its duration, shall be controlling.
- C. This Agreement shall supersede any rules, regulations or practices of the Board which shall be contrary to, or inconsistent with, its terms.
- D. If any provisions of this Agreement or any application of the Agreement to any employee or group of employees shall be found contrary to law, then such provision or application shall not be deemed valid and consisting except to the extent permitted by law, but all other provisions and applications shall continue in full force and effect.
- E. The provisions of this Agreement are mutually binding as to wages, hours, terms and conditions of employment.
- F. A sufficient number of copies of this Agreement shall be printed and distributed at the expense of the Board. It is understood by both parties that this Agreement should be distributed to the Association members as soon as possible.

## **ARTICLE XXXIII – CONTRACT MAINTENANCE COMMITTEE**

The Contract Maintenance Committee (CMC) is established to collaboratively solve problems related to contract interpretation and implementation. The membership shall be established as 5 members selected by the Association and 5 members selected by the Administration. CMC shall operate in accordance with its process and procedures as adopted March, 1995.

Beginning in 2006/07 the teachers on CMC are also the bargaining agent representing the Lake Orion Education Association.

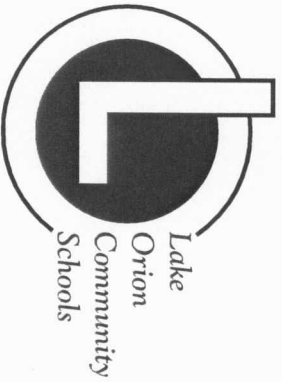
## **ARTICLE XXXIV – LEARNING OPTIONS**

- A. Beginning with the first teacher day in August 2006, the teachers of the Learning Options program will become active members of the Lake Orion Education Association.
- B. These teachers will be included in the Article I Recognition Clause.
- C. Articles II, III, IV, and V will apply to all educators.
- D. Due to the unique nature of teaching alternative education, this program may require deviation from Articles VI and VIII of the contract with CMC approval and input from the Learning Options teachers.
- E. Seniority for transfer purposes in Article XI will begin to accrue when these teachers become members of the bargaining unit. In other words seniority for purpose of transfer begins the first day of school 2006/07.
- F. This does not affect district seniority for the purpose of being tenured as a teacher in Lake Orion.
- G. Teachers currently in the Learning Options program will begin the 2006/07 school year on the BA-2 step and will be on the step commensurate with their years of service as teachers to Lake Orion by the 2009-2010 school year. This is determined in Article XXIII.
- H. Teachers currently in the Learning Options program may not transfer out of this program into another LOEA position until the 2010-2011 school year.
- I. These educators will also be entitled to all benefits outlined in Article XXVII.
- J. The grievance procedure will be followed as explained in Article XXVIII.
- K. All other issues and contract concerns which will occur will be resolved using CMC. If this method does not result in an agreeable solution, the MEA or the District may enter into formal negotiations on behalf of the Learning Options program.



# Elementary

## 2009 - 2010 School Calendar



AUGUST 2009						
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School not in session

End of marking period

Half-day of school  
Students in AM only

First or last day of school  
for students

Teacher Professional Development  
No school for students

MEAP Testing  
October 8-26

08/06/09



# 2009 - 2010 School Calendar

**JULY 2009**

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**JANUARY 2010**

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**FEBRUARY 2010**

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**MARCH 2010**

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**APRIL 2010**

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**MAY 2010**

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**JUNE 2010**

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# Year Round

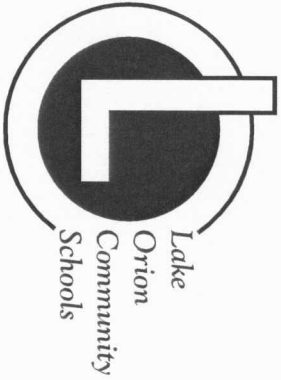
- First day for teachers
- First or last day of school for students
- End of marking period

- School not in session
- Teacher Professional Development
- No school for students
- Half-day of school Students in AM only

- Parent-Teacher Conferences
- October 13 & 15
- April 14 & 15
- Intersession

# Middle School

## 2009 - 2010 School Calendar



AUGUST 2009						
S	M	T	W	Th	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

SEPTEMBER 2009						
S	M	T	W	Th	F	S
6	<del>7</del>	<del>8</del>	<del>9</del>	<del>10</del>	<del>11</del>	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

OCTOBER 2009						
S	M	T	W	Th	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

NOVEMBER 2009						
S	M	T	W	Th	F	S
1	2	3	4	5	<del>6</del>	7
8	9	10	11	12	13	14
15	16	17	18	19	<del>20</del>	21
22	23	24	<del>25</del>	<del>26</del>	<del>27</del>	28
29	30					

DECEMBER 2009						
S	M	T	W	Th	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	<del>21</del>	<del>22</del>	<del>23</del>	<del>24</del>	<del>25</del>	26
27	<del>28</del>	<del>29</del>	<del>30</del>	<del>31</del>		

JANUARY 2010						
S	M	T	W	Th	F	S
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	<del>18</del>	19	20	21	22	23
24	25	26	27	28	<del>29</del>	30
31						

FEBRUARY 2010						
S	M	T	W	Th	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	<del>15</del>	<del>16</del>	17	18	19	20
21	22	23	24	25	26	27
28						

MARCH 2010						
S	M	T	W	Th	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

APRIL 2010						
S	M	T	W	Th	F	S
4	<del>5</del>	<del>6</del>	<del>7</del>	<del>8</del>	<del>9</del>	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	

MAY 2010						
S	M	T	W	Th	F	S
2	3	4	5	6	<del>7</del>	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	<del>31</del>					

JUNE 2010						
S	M	T	W	Th	F	S
	1	2	3	4	5	
6	7	8	9	10	11	12
13	14	15	16	17	<del>18</del>	19
20	21	22	23	24	25	26
27	28	29	30			

School not in session

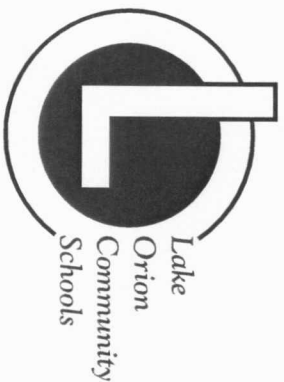
Half-day of school  
Students in AM only

Teacher Professional Development  
No school for students

\* End of marking period

First or last day of school  
for students

# 2009 - 2010 School Calendar



AUGUST 2009							SEPTEMBER 2009							OCTOBER 2009						
S	M	T	W	Th	F	S	S	M	T	W	Th	F	S	S	M	T	W	Th	F	S
						1							1							
													2							
													3							
													4							
													5							
													6							
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													28							
													29							
													30							
													31							

NOVEMBER 2009							DECEMBER 2009							JANUARY 2010							FEBRUARY 2010						
S	M	T	W	Th	F	S	S	M	T	W	Th	F	S	S	M	T	W	Th	F	S	S	M	T	W	Th	F	S
1	2	3	4	5	6	7			1	2	3	4	5							2			1	2	3	4	5
8	9	10	11	12	13	14	6	7	8	9	10	11	12	3	4	5	6	7	8	9	7	8	9	10	11	12	13
15	16	17	18	19	20	21	13	14	15	16	17	18	19	10	11	12	13	14	15	16	14	15	16	17	18	19	20
22	23	24	25	26	27	28	20	21	22	23	24	25	26	17	18	19	20	21	22	23	21	22	23	24	25	26	27
29	30						27	28	29	30	31			24	25	26	27	28	29	30	28						

MARCH 2010							APRIL 2010							MAY 2010							JUNE 2010						
S	M	T	W	Th	F	S	S	M	T	W	Th	F	S	S	M	T	W	Th	F	S	S	M	T	W	Th	F	S
1	2	3	4	5	6						1	2	3							1			1	2	3	4	5
7	8	9	10	11	12	13	4	5	6	7	8	9	10	2	3	4	5	6	7	8	6	7	8	9	10	11	12
14	15	16	17	18	19	20	11	12	13	14	15	16	17	9	10	11	12	13	14	15	13	14	15	16	17	18	19
21	22	23	24	25	26	27	18	19	20	21	22	23	24	16	17	18	19	20	21	22	20	21	22	23	24	25	26
28	29	30	31				25	26	27	28	29	30	23	24	25	26	27	28	29	27	28	29	30				

School not in session

\* End of marking period

Half-day of school  
Students in AM only

Teacher Professional Development  
No school for students

First or last day of school for students

Graduation June 11

Senior Exams June 3 & 4

**LOEA Scale  
Pay Scale for 2010  
Prepared as of January 1, 2010**

<b>Step</b>	<b>BA</b>	<b>BA+</b>	<b>MA</b>	<b>MA+15</b>	<b>MA+30</b>
1	37,951	39,217	41,492	42,256	43,587
2	40,261	41,048	43,919	44,598	46,076
3	42,169	43,432	46,722	47,319	48,929
4	44,279	45,531	49,396	50,303	51,418
5	46,507	47,822	52,080	53,261	54,686
6		51,407	55,107	56,219	57,567
7		54,046	58,279	59,508	60,706
8		56,859	61,579	62,928	64,375
9		61,206	66,351	67,694	69,102
10		65,711	72,913	73,689	75,921
11		69,919	78,048	78,108	81,200
12		70,820	79,850	81,525	84,600

To qualify for a B.A. + 18, the applicant must show evidence of having earned 18 semester hours of college credit after the Bachelor's Degree was earned.

To qualify for a M.A. Degree + 15 schedule, the applicant must show evidence of having earned 15 semester hours of graduate-level credit after the Master's Degree was earned.

To qualify for the M.A. Degree + 30 schedule, the applicant must show evidence of having earned 30 semester hours of graduate-level college credit after the Master's Degree was earned. All school social workers with Master of Social Work Degree shall be paid on the M.A. Degree + 30 schedule.

<b>Longevity</b>	<b>BA</b>	<b>BA+ 18</b>	<b>MA</b>	<b>MA+ 15</b>	<b>MA+ 30</b>
2.5 % 15 – 20 Years	949	980	1037	1056	1090
5 % 21 – 25 Years	1898	1961	2075	2113	2179
7.5% 26 or more Years	2846	2941	3112	3169	3269

\* For the 2009/2010 school year, a 1% off schedule payment will be issued to members on Step 12.

\* Longevity steps are effective as of January 1, 2010.

\* If no successor agreement is settled by December 31, 2010, salaries will remain the same until a successor agreement is reached or the first pay of the 2011-2012 school year (September 2011). At the start of the 2011-2012 school year, if no successor agreement is reached, steps will be granted.

**ARTICLE XXXV**

**Duration of Agreement**

This Agreement shall be effective as of January 1, 2010 and shall continue in effect until December 31, 2010. This Agreement shall not be extended orally, and it is expressly understood that it shall expire on the date indicated.

**EDUCATION ASSOCIATION**

By Heather Olsen  
President, Negotiator

By Bill Curtis  
Uniserv Director

Members of the negotiating team for this contract included:

**For Administration:**

- Kast, Heidi – Asst. Superintendent Educational Services
- Pevoteaux, Lori – Director, Options
- Kaplan, Brian – Principal, Orion Oaks
- Hazlett, Margaret – Exec Director Human Resources
- Groya, Randy – Principal, Waldon M.S.

**For MEA:**

- Mazur, Derek – Social Worker
- Hudson, Melissa – Teacher
- Burlak, Tracy – Teacher
- Olsen, Heather, LOEA President
- Purdon, Joanne – Teacher

**MEA Uniserv Director:**

Curtis, Bill

**BOARD OF EDUCATION**

By Bill Walters  
President

By Mary Jo Buckheit  
Vice-President

By Teria Peters  
Secretary

By Neil  
Treasurer

By Robt C. [Signature]  
Trustee

By [Signature]  
Trustee

By [Signature]  
Trustee

For Administration:

By Margaret Hazlett  
Margaret Hazlett, Exec Director HR

**Schedule B-1**

**2007-2009 Compensation for Extra Duties**

**2007-08 compensation for extra duties will use MA first step 2004/05**

**2008-09 compensation for extra duties will use MA first step 2005/06**

**MA Step 1, 2004-05**

**38,769**

**MA Step 1, 2005-06**

**39,544**

<u>Sport</u>	<u>Position</u>	<u>Level 1 1-2 years</u>	<u>Level 2 3-4 years</u>	<u>Level 3 5 yrs +</u>
FOOTBALL	Head Varsity	14.0%	16.0%	19.0%
	Asst. Varsity (3 positions)	9.5%	10.5%	12.0%
	Head JV	9.5%	10.5%	12.0%
	Asst. JV	9.5%	10.5%	11.0%
	9th grade	9.0%	10.0%	11.0%
	7th/8th Heavyweight Head	8.0%	10.0%	11.0%
	7th/8th Heavyweight Asst.	6.5%	6.5%	6.5%
	7th/8th Lightweight Head	8.0%	10.0%	11.0%
	7th/8th Lightweight Asst.	6.5%	6.5%	6.5%
	BASKETBALL (B&G separate)	Head Varsity	14.0%	16.0%
Head JV		9.0%	10.5%	12.0%
9th grade		9.0%	10.5%	12.0%
8th grade		8.0%	9.5%	10.0%
7th grade		8.0%	9.5%	10.0%
BASEBALL	Head Varsity	10.0%	12.0%	14.0%
	Head JV	9.0%	10.0%	11.0%
	9th grade	8.0%	9.0%	10.0%
	7th and 8th grade (N/A at this time)	8.0%	9.0%	10.0%
SOFTBALL	Head Varsity	10.0%	12.0%	14.0%
	Head JV	9.0%	10.0%	11.0%
	9th grade	8.0%	9.0%	10.0%
	7th and 8th grade (N/A at this time)	8.0%	9.0%	10.0%
WRESTLING	Head Varsity	12.0%	14.0%	16.0%
	Head JV	9.0%	10.0%	12.0%
	7th and 8th grade	8.5%	9.5%	10.5%
VOLLEYBALL	Head Varsity	12.0%	14.0%	16.0%
	Head JV	9.0%	10.0%	12.0%
	9th grade	8.5%	9.5%	10.5%
	7th and 8th grade (2 positions)	8.5%	9.5%	10.5%
CROSS COUNTRY	Head Varsity	8.0%	10.0%	12.0%

(HS: B&G separate) (MS: B&G together)	Middle School Coach	5.0%	6.0%	7.0%
TRACK (B&G separate)	Head Varsity	11.0%	13.0%	15.0%
	Asst. Varsity (2 positions)	9.0%	10.0%	11.0%
	9th grade (N/A at this time)	8.0%	9.0%	10.0%
	7th and 8th grade	8.0%	9.0%	10.0%
SWIMMING (B&G separate)	Head Varsity	12.0%	14.0%	16.0%
	Asst. Varsity	9.0%	10.0%	12.0%
DIVING (B&G separate)	Head Varsity	9.0%	10.0%	12.0%
SOCCER (B&G separate)	Head Varsity	10.0%	11.0%	13.0%
	Head JV	8.0%	9.0%	10.0%
	9th grade	7.0%	8.0%	9.0%
GOLF (B&G separate)	Head Varsity	9.0%	10.0%	12.0%
	Head JV	5.0%	6.0%	7.0%
SKI TEAM (B&G separate)	Head Varsity (.5 Boys - 1 Girls)	7.0%	8.0%	10.0%
	Asst. Varsity (.5 Boys - 1 Girls)	5.0%	6.0%	7.0%
TENNIS (B&G separate)	Head Varsity	9.0%	10.0%	12.0%
	Head JV	5.0%	6.0%	7.0%
CHEERLEADING	Head Varsity (2 seasons)	10.0%	11.0%	14.0%
	Head JV (2 positions - 2 seasons)	9.0%	10.0%	11.0%
	Middle School	8.0%	9.0%	10.0%
BAND	High School	8.5%	11.0%	15.0%
	Asst. High School	3.0%	4.0%	5.5%
	Middle School	6.0%	8.0%	11.0%
CHORUS	High School	8.0%	9.0%	10.0%
	Middle School	5.5%	6.5%	7.5%

MA, Step 1, 2003-04 Scale: 38,009

Instructor - Summer, Title I, Adult Education

22.60

Guidance Counselor  
Speech Correctionist  
Social Worker  
Special Education Teacher

Shall be paid at their daily rate on a per day basis - if other than a regularly scheduled work day.

Supervisor, Athletic Events - High and Middle School

Rate(s) to be determined by the Athletic Director.



**SCHEDULE C**

**PROFESSIONAL GRIEVANCE REPORT**

School District \_\_\_\_\_

Grievance Number \_\_\_\_\_

School \_\_\_\_\_

Date of Violation \_\_\_\_\_

Date of Grievance \_\_\_\_\_

---

Subject to the provisions of the professional negotiations agreement between the Board and the Association, I hereby authorize the representative or representatives of the Association recognized by the Board as my collective bargaining representative to process this request or claim arising in this or any other stage of the professional grievance procedure, including arbitration, or to adjust or settle the same.

STATEMENT OF THE GRIEVANCE:

REMEDY REQUESTED:

Approved for Processing:

\_\_\_\_\_

\_\_\_\_\_  
Signature of Grievant (Use reverse side for additional signatures, if more than one grievant)

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

---

Principal's Disposition:

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

\_\_\_\_\_  
Signature of Principal

Association's Disposition:

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

\_\_\_ Satisfactory      \_\_\_ Unsatisfactory

---

Superintendent's (or designee's) Disposition:

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

\_\_\_\_\_  
Signature of Superintendent (or designee)

Association's Disposition:

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

\_\_\_\_\_ Satisfactory

\_\_\_\_\_ Unsatisfactory

# Addendum A

**This document is provided to clarify the process and procedures of: displacement, return from leave, lay-off, and recall of LOEA members.**

## **LOEA: DISPLACEMENT, RETURN FROM LEAVE, LAY-OFF, AND RECALL INFORMATION**

1. LOCS will determine building requirements for the following year and then review staff by NCLB certification to determine those to be displaced.  
LOCS will determine who will be displaced due to changes in enrollment.  
LOCS will determine who will be displaced as a result of LOEA members returning from a leave (with higher seniority).

Article XX – Section D: At the elementary level, when a classroom at a grade level in a building is reduced due to a change in student population, a voluntary transfer (to a grade level above or below grade level) shall occur before the position is posted. In the event there is no volunteer for transfer, the least senior teacher in the reduced grade level shall be transferred to the grade level above or below. If more than one grade level is affected by this student movement, placement shall be by seniority of those teachers affected.

2. LOCS will contact and inform members who will be displaced.
3. LOCS will determine building requirements for the following year and then review staff by NCLB certification to determine those to be laid-off. (i.e. Pink slipped)
4. LOCS will deliver lay-off notices (pink slips) to members by April 30 of the current school year.
5. LOCS will prepare a posting of all available positions (taking into consideration the staffing needs for the following year).
6. Positions will be granted in the following order:
  - A. Displaced Staff: All displaced staff must bid on a position. If more than one qualified displaced candidate applies, then seniority is the determining factor.
  - B. Voluntary Transfers: Current LOEA members may apply for posted positions for which they are highly qualified. If more than one qualified voluntary transfer candidate applies, then seniority is the determining factor. Voluntary transfers will be granted unless they will prevent a member on lay-off from being recalled to a LOEA position.
  - C. Staff Returning from Leave: All staff returning from leave must bid on a position. If more than one qualified returning from leave candidate applies, then seniority is the determining factor.
  - D. All current members are still eligible to bid on future positions.
7. Upon completion of step 6, should positions be available, LOCS will contact laid-off staff. Laid-off staff will be recalled in accordance with their NCLB certification and in reverse order of lay-off. (Highest seniority recalled first.)

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