

MASTER AGREEMENT

between

THE LAMPHERE SCHOOLS

and

***THE LAMPHERE FEDERATION OF TEACHERS
AFFILIATES OF THE AFT-MICHIGAN, AFT, AND AFL-CIO***

***2010-2011
2011 - 2012***

***The Lamphere Schools
31201 Dorchester
Madison Heights, Michigan 48071
(248) 589-1990***

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**ARTICLE I
RECOGNITION**

A. Bargaining Unit:

1. The bargaining unit for teachers covered by this Agreement shall consist of all certified teaching personnel and professionally related employees under contract to the school district, EXCLUDING Superintendent, Deputy Superintendent, Assistant Superintendent, Director of Curriculum and Instruction, Director of Vocational Education and of Drivers' Education when filled by an administrator, Director of Adult Education, Director of Special Services, Director of Counseling and Data Processing, Director of Athletics, Principals, Assistant Principals, Secondary Administrative Assistants, Administrative Interns and Elementary Teaching Assistant Principals, day-to-day substitutes, and all other supervisors as defined in Section II of Act 379, Public Acts of 1965.

2. Permanent Substitutes:

Permanent teacher substitutes, possessing a valid Michigan teacher certificate for the position, who shall be employed in a continuing singular assignment for a period of ninety-five (95) working days and hired before April 1st of each year shall become members of the bargaining unit on the ninety-fifth (95) day of their employment. The Board shall retroactively on a prorated basis provide leave benefits to the employed permanent substitute upon establishment of bargaining unit status. Insurance and/or other economic provisions shall not be retroactive.

B. Definition of Terms:

1. The term "teacher" when used hereinafter in this Agreement shall refer to all employees represented by the Federation in the bargaining unit as above defined, and reference to male teachers shall include female teachers.
2. The term "Board" when used hereinafter in this Agreement shall refer to the Board of Education and the administrators employed by the Board to carry out its directives and/or policies.
3. Wherever the title "Board of Education" is used in this Agreement, it shall refer solely to the elected and/or appointed legal body referred to as the Lamphere Board of Education.

C. Negotiate with Federation Only:

The Board agrees not to negotiate with any teachers' organization other than the Federation for the duration of this Agreement unless otherwise required by law.

D. Individual Teacher Rights:

Nothing contained herein shall be construed to deny or restrict any teacher rights the teacher may have under Michigan General School Laws or applicable Civil Laws. It is agreed that the teacher shall have exhausted all steps and procedures to protect those

rights as outlined in this Agreement before employing the Michigan and Civil Laws referred to in this paragraph. Membership in any teacher organization shall not be a condition of employment.

E. Federation Dues and Service Fees Check-Off:

1. *Check-Off:*

Upon filing with the employer of the written authorization form for payroll deduction designated below, signed by the employee, the employer agrees, during the term of this Agreement and any extension or renewal thereof, to deduct Federation membership dues and service fees which have been levied by the Federation and certified in writing to the Board within thirty (30) days after ratification of this Agreement and annually thereafter.

2. *Check-Off Form:*

Teachers must submit the following form of authorization thirty (30) days prior to deduction from a payroll check:

Date:

AUTHORIZATION FOR DEDUCTION OF
LAMPHERE FEDERATION OF TEACHERS
MEMBERSHIP DUES AND SERVICE FEES

I hereby authorize the Lamphere School District to deduct the sum of \$_____ from ten (10) consecutive paychecks, which sum is to be paid to the treasurer of the Lamphere Federation of Teachers.

CHECK ONE:

____ This amount represents my membership dues to the Lamphere Federation of Teachers.

____ This amount represents a service fee to the Lamphere Federation of Teachers.

This authorization is to continue in full force and effect until such time as my employment is terminated, a change of assignment removes me from the bargaining unit, or until the authorization is revoked by written notice from me. I further authorize the Federation treasurer to annually change the amount and number of deductions.

Signed _____

DUES PAID TO THE LAMPHERE FEDERATION OF TEACHERS MAY NOT BE DEDUCTIBLE FOR FEDERAL INCOME TAX PURPOSES; HOWEVER, UNDER LIMITED CIRCUMSTANCES, DUES MAY QUALIFY AS A BUSINESS EXPENSE.

3. *Dues Remittance:*

The Board agrees to forward such deductions to the Federation once each month. The Board further agrees to submit a list of employees from which deductions are made in the first month and every month thereafter in which the deductions are made.

4. *List and Assignments of Bargaining Unit Members:*

The Board shall forward to the Federation a list of all employees within the bargaining unit and their assignments within thirty (30) days after the beginning of the school year.

5. *Federation Notification to Board:*

The Federation agrees to give written notification to the Board prior to the beginning of each school year of the amounts to be deducted and the number of deductions in that year under such authorization.

6. *Sufficient and Excessive Deductions:*

The Board agrees, in the event that it or its agents have been shown to have deducted insufficient amounts from any members of the bargaining unit, to increase the following deductions in the amount of the demonstrated insufficiency or to deduct the insufficient amount from the next paycheck. The Federation agrees, in the event that it has received monies in excess of authorized deductions, to reimburse the employee(s) in the amount of the demonstrated excess.

7. *Save Harmless:*

In any case or proceeding brought against the Board, each individual member, and all administrators in which an employee or employees, or any person or organization on their behalf, contest any action taken or not taken by the Board in order to comply with the provisions of this Agency Shop provision, and in which a final judgment or decree has not been appealed within the time provided for doing so, the Federation agrees to reimburse the Board, promptly upon demand, for all reasonable legal fees and all expenses of suit incurred by the Board in defending itself in such action, and also for any and all damages for which the Board may be adjudged liable in such action. The Federation further agrees that if it shall fail to reimburse the Board promptly upon demand for the aforesaid fees, expenses and damages, the Board shall be entitled, in addition to any other legal remedies, to apply against such indebtedness of the Federation to the Board, until paid in full, no more than thirty (30) percent of all monthly service fees, membership dues, and dues collected by the Board on behalf of the Federation.

F. Agency Shop:

1. The members of the bargaining unit shall be obligated to pay a service fee equal to the total membership dues, assessments and fees to the Federation for costs incurred to negotiate and administer the Master Agreement. The members of the bargaining unit may fulfill this obligation in one of the following ways:

- (a) Pay the full amount of the service fees or membership dues to the treasurer of the Federation.
 - (b) Submit and deliver to the Board the check-off form as outlined in Section E-2 of this Article authorizing deduction of membership dues or service fees to the Federation.
2. It shall be a requirement of all members of the bargaining unit to comply with the above Section F-1 on or before the thirtieth (30th) day following the beginning of the school year, their first day of employment and/or the date of ratification of this Agreement by both parties.
- (a) Teachers hired less than 30 days prior to April 1, must comply with Section F-1 by April 1.
3. Failure to comply with Section F-1 within the above-stated thirty (30) days shall constitute a basis for discharge. Upon receipt of written notification from the Federation of a request for termination because the employee has failed to comply with Section F-1 within the above-stated thirty (30) days, the Board shall notify the teacher that his/her employment with the school district shall terminate at the end of the current semester.
4. If any court of competent jurisdiction holds that this "Agency Shop" clause is invalid, illegal or unconstitutional, and from whose final judgment or decree no appeal has been taken within the time provided for doing so, then the Section F shall be null and void.

G. Federation Use of School Rooms:

School rooms shall be available for use by the Federation for meetings before and/or after regular working hours provided that, 1) such meetings occur during the regular shift hours of the custodian for the building in question, 2) request is made to the principal not less than one (1) day in advance, and (3) there is no conflict with other activities.

H. Wearing of Insignia:

No teacher shall be prevented from wearing insignia, pins or other identification of membership in the Federation or any other teachers' organization on the school premises; provided, however, that a teacher shall not be permitted to wear any identification which shall be disruptive or derogatory to the Board or the administration.

I. Bulletin Boards:

The Board will provide bulletin board space for Federation use in each building where members of the bargaining unit are employed. Whenever feasible, the bulletin board shall be located in the teachers' lounge.

J. Mail:

A mailbox for each teacher shall be provided by the Board. The Federation representatives shall be permitted to insert mail in the teacher's mailbox provided that each piece of mail is identified as Federation mail. The Board shall in no way be liable for any loss or damage to Federation-mailed materials.

K. Notification of Federation Meetings:

If the Federation requests, the administration shall state on the building staff meeting agenda that the Federation will have a meeting immediately after the staff meeting is adjourned.

L. Announcements:

The Federation may have announcements read over the school's public address system during the times that students are not scheduled for classes. The administration shall give its approval; provided, however, that the announcements are limited to those informing the teachers of a specific meeting time and/or instructions relative to papers that must be completed and returned to the Federation. In no way shall an announcement be read which is derogatory toward any group or individual.

M. Hepatitis Immunization:

Teachers employed at the Lamphere Center or autistic programs shall have the opportunity of receiving hepatitis immunization at the Board's expense. On the first day of the 1991-92 school year and upon employment after that, staff will be notified, in writing, of the procedure to access this immunization.

ARTICLE II BOARD RIGHTS

A. Board Rights:

It is expressly agreed that all rights which ordinarily vest in and have been exercised by the Board of Education, except those which are clearly and expressly relinquished herein by the Board, shall continue to vest exclusively in and be exercised exclusively by the Board without prior negotiations with the Federation either as to the taking of action under such rights with respect to the consequence of such action during the term of this Agreement. Such rights shall include, by way of illustration and not by way of limitation, the right to:

1. Manage and control the schools' business, the equipment and operations, and to direct the working forces and affairs of the employer.
2. Continue its rights and past practice of assignment and direction of work to all of its personnel, determine the number of shifts and hours of work and starting time and scheduling of all the foregoing, and the right to establish, modify or change any work or business hours or days, but not in conflict with the specific provisions of this Agreement.
3. Direct the working forces, including the right to hire, promote, suspend and discharge employees, transfer employees, assign work or extra duties to employees (if above the employee's classification, such assignment will be temporary and of a short duration), determine the size of the work force and to lay off employees so long as such action does not conflict with the seniority and layoff and recall provisions of this Agreement.
4. Determine the services, supplies, and equipment necessary to continue the operations and to determine the methods, schedules and standards of operation, the means, methods, and processes of carrying on the work, including automation thereof or changes therein, the institution of new and/or improved methods of changes therein, but not in conflict with the specific provisions of this Agreement.
5. Adopt reasonable rules and regulations which are not inconsistent with accepted professional behavior necessary to carry out duties and responsibilities, and are not in violation of the provisions of this Agreement. The Board shall have the right to discipline, including discharge, any teacher for taking part in any violation of this provision. Prior to taking such action, the Board shall notify the Federation of its intention, but not in conflict with specific provisions of this Agreement.
6. Determine the placement of operations, production, service, maintenance or distribution of work and the source of materials and supplies, but not in conflict with specific provisions of this Agreement.
7. Determine the financial policies, including all accounting procedures, and all matters pertaining to public relations, but not in conflict with specific provisions of this Agreement.

8. Determine the size of the management organization, its functions, authority, amount of supervision and table of organization provided that the Employer shall not abridge any rights from employees as specifically provided for in this Agreement.
9. Determine the policy affecting the selection, testing or training of employees, provided that such selection shall be based upon lawful criteria, but not in conflict with the specific provisions of this Agreement.

B. Rights Article:

The matters contained in this Article and/or the exercise of any such rights of the Board are not subject to further negotiations between the parties during the term of this Agreement.

C. Conflicts:

The question of whether or not a provision of this Agreement is in conflict with this Article is subject to the provisions of the Grievance Procedure hereinafter set forth.

**ARTICLE III
PROFESSIONAL COMPENSATION**

A. Salary Schedule:

1. The salaries for teachers are set forth as Schedule A and attached as part of this Agreement.
2. For all teachers hired before July 1, 2008 each salary schedule shall have six (6) educational attainment tracks identified as follows:

Track Educational Attainment

- A BA or BS= Bachelor's Degree
- B BA+20 = Bachelor's Degree plus twenty (20) semester hours.
- C MA or MS = Master's Degree or BA + 50 = Bachelor's Degree plus fifty (50) semester hours.
- D MA+15 = Master's Degree plus fifteen (15) semester hours
- E MA+30= Master's Degree plus thirty (30) semester hours
- F MA+45= Master's Degree plus forty-five (45) semester hours

Ed. Spec. = Educational Specialist Degree
Ed.D = Doctorate in Education
Ph.D = Doctorate of Philosophy

For all teachers hired July 1, 2008 and after shall have four (4) educational attainment tracks identified as follows:

Track Educational Attainment

- A BA or BS= Bachelor's Degree
- C MA or MS = Master's Degree or BA + 50 = Bachelor's Degree plus fifty (50) semester hours.
- E MA+30= Master's Degree plus thirty (30) semester hours
- F MA+45= Master's Degree plus forty-five (45) semester hours

Ed. Spec. = Educational Specialist Degree
Ed.D = Doctorate in Education
Ph.D = Doctorate of Philosophy

3. The Board may hire teachers for less than a full teaching schedule. Salary for such teachers shall be prorated from the appropriate step and track for which the teacher is qualified. Further, a teacher who shall be hired for less than seven-tenths (.7) of a school day and shall complete a school year shall move one-half step on the salary schedule in the next school year. An employee approved by the administration for less than a full teaching schedule will be credited with seniority as provided in Article XV. B.1.
4. Shared positions shall be on a voluntary basis and mutually agreeable to administration and the two teachers sharing one teaching position. Each teacher's salary and fringe benefits shall be prorated and proportionate to his/her assignments.
 - (a) Board paid fringe benefits such as life insurance, health insurance, optical insurance, dental and long term disability insurance will be provided on a prorated cost basis by the Board. The teacher may have an option to pay half of the fringe benefit cost or elect some of the fringe benefits fully paid by the Board without exceeding half eligible costs.
 - (b) Leave benefits as described in Article XIII personal business, jury duty, etc., shall be paid on the basis of the prorated daily rate of a part-time teacher.
 - (c) If planning time is not provided within a regular work schedule, payment for planning time will be provided on a prorated basis.

B. Earned Credits:

1. Teachers who earn credits or degrees shall move to the appropriate salary as indicated by the educational attainment track in Section A-3 of this Article.
2. Teachers must submit a written request for track changes no later than August 1 of the year they are eligible for the increase. Supporting evidence for track changes must be submitted to the Personnel Office on or before October 1st of each year. Any teacher who fails to submit evidence for a track change on or before October 1st of the given year, shall be obligated to repay the amount of the pay increase collected in paychecks distributed prior to October 1st by a negative adjustment in the paychecks after October 1st.
3. The hours of credit in each track of the Salary Schedule A are full semester hours and must be courses approved by the State for Continuing or Professional Certification, and must be as follows:
 - (a) Hours beyond the bachelor's must be in the field of education and/or area of specialty and must be earned after the issuance of the teaching certificate. Teachers who earned a non-teaching degree prior to earning a bachelor's degree in education and teaching certificate, may be placed at the BA +20 or BA +50 at the discretion of the Superintendent upon initial employment.
 - (b) Hours beyond the masters must be in the field of education and/or area of specialty and must be earned after the issuance of the master's degree.

C. Cost of Living:

The 2010/11 Salary Schedule A shall be increased by a cost of living factor as stated below, provided, the percentage increase shall rise above ten (10%) percent.

1. The official U.S. Department of Labor, Bureau of Labor Statistics (BLS), Detroit Region, All Urban Consumers, shall be used to compute the cost of living percentage.
2. The official BLS reports received by the Board between January 1, 2010 and May 30, 2010, will be used to compute an average percentage of increase in a one-year period.
3. All excess percentage rise of the Detroit BLS, all Urban Consumers index over ten (10%) percent to a maximum adjustment of two percent (2%) shall be the basis for any addition to the 2010/2011 Salary Schedule A.

The percentage of excess above ten percent (10%) to a maximum of two percent (2%) will be multiplied by the scheduled rate for each step and track and the product shall be added to the Salary Schedule A and used as the basis of a new schedule for 2010/2011. (For example, if the cost of living average rise is eleven point five (11.5%), an additional one and one-half percent (1.5%) increase in the 2010/11 Salary Schedule A would result.)

4. All excess percentage rise of the Detroit BLS, All Urban Consumers index over ten (10%) percent to a maximum adjustment of two percent (2%) shall be the basis for any addition to the 2010/11 Salary Schedule A.

The percentage of excess above ten percent (10%) to a maximum of two percent (2%) will be multiplied by the scheduled rate for each step and track and the product shall be added to the Salary Schedule A and used as the basis of a new schedule for 2010-11. (For example, if the cost of living average rise is eleven point five (11.5%), an additional one and one-half percent (1.5%) increase in the 2010-11 Salary Schedule A would result.)

D. Supplemental Pay Schedules - Extra Duty Assignments:

1. The supplemental pay for teachers who accept extra duty assignments shall be paid according to the Schedule B attached as part of this Master Agreement.
2. Teachers who complete only part of the assigned duty for supplemental pay shall have their supplemental pay prorated accordingly.
3. Assignment to supplemental pay duties shall be for one year and shall be made by the Superintendent or the Superintendent's designee.
4. Pay for Schedule B assignments shall be made as follows:
 - (a) Positions which cover the full year shall have one-half of the amount paid at the end of the first semester and the balance at the end of the school year.

- (b) Positions which cover a period less than the full school year shall be paid upon successful completion of the assignment.
- (c) Coaching positions will be paid one-half the amount for the season, half way through the season if this request is made by the coach when the contract is issued. The balance will be paid upon the successful completion of the season.

E. Experience Credit:

Credit for past experience may be given. Of the above, (1) full credit may be given for previous experience in other public school systems; (2) credit not to exceed two years may be given for military experience involving teaching upon initial employment; (3) credits for experience outside the public schools may be given; the amount of credit to be given for past experience will be determined on an individual basis by the Superintendent of Schools. This Section is not retroactive and will only pertain to individuals hired under this agreement.

F. Health Insurance:

1. All full-time teachers who shall meet the eligibility requirements of the insurance carrier shall be eligible for health insurance as provided in sub-section 3 of Section F; provided, however, that a married teacher shall not be eligible in the Board plan if the married teacher's spouse is eligible for paid health insurance in the course of the spouse's employment which is at least equivalent to that coverage offered by the Board.
2. The Board shall pay the premium for eligible teachers as provided in sub-section 3 of this Section.
3. Coverage to be offered according to the eligibility requirements of the carrier and agreed to by the Federation and the Board shall be as follows:

Michigan Blue Cross/Blue Shield Comprehensive Major Medical - 1500 Dual Funded Wrap with Michigan Employee Benefit Services or comparable coverage. The annual deductible for medical insurance shall be \$425/\$650 - 2010/2011 and \$500/\$725 - 2011/2012. The drug rider shall be \$5 for generic, \$20 for preferred and \$40 for brand name.

Co-pays applied as follows:

- \$30 Office co-pay
- \$50 Urgent Care co-pay (not applied to the deductible)
- \$40 Chiropractic co-pay
- \$125 ER Co-pay (not applied to the deductible) waived if admitted to hospital

4. A teacher who resigns and shall leave his/her teaching position before the end of the school year shall not be entitled to any Board contribution to insurance premiums beyond one month from his/her last day of teaching in the district.
5. In the event that five (5) full-time members choose to forego their health, dental, and vision insurance, the Board shall provide the member with a yearly cash payment according to the following schedule:

Schedule based on full time employment -

Drop all three - health, dental & vision	\$2,500
Drop only health -	\$2,000

Teachers must declare their option during the open enrollment period. Payment shall be made in one lump sum in the last pay in December.

G. Life Insurance:

The Board shall select and support the cost of a group life insurance policy in the amount of seventy-five thousand dollars (\$75,000) for each full-time teacher.

H. Optical:

The Board shall provide MEBS Optical insurance for each full-time teacher.

I. Dental Insurance:

1. The Board shall select and support the cost of a group dental plan with an orthodontic rider.

2. The plan will provide the following benefits for the 2010/2011 and 2011/2012 school years:

- (a) Diagnostic 90%/10%
- (b) Restorative 90%/10%
- (c) Prosthesis 90%/10%
- (d) Orthodontics 90%/10%

3. Maximum expenditures shall be limited to:

- (a) Basic and major services, 2 (a), (b), (c) - \$1,500 annually per covered individual.
- (b) Orthodontics expense, 2 (d) - \$1,000 lifetime maximum per covered individual.

J. Insurance Information:

1. Teachers who shall complete a full year of teaching in any one (1) school year and who receive a layoff notice prior to the end of the school year shall have all insurance premiums for the summer months paid by the Board within the maximums set forth in this agreement. Insurance payments will stop if teacher receives unemployment compensation.

2. Teachers who submit a letter of resignation, a letter of retirement or who are granted a leave before the end of the school year but who shall complete their teaching assignment to the end of such school year, shall be entitled to the Board contribution to all insurance premiums during the summer months within the maximums set forth in this agreement.

3. Within forty-five (45) days of ratification or on the first day of the school year, whichever occurs later, the Board will distribute to all bargaining unit members, a brochure describing all insurances and benefits, including each insurance carrier and how to access benefits.

K. Car Allowance:

Teachers who shall be authorized to drive personal cars for school business within the normal scope of their daily employment shall receive a car allowance, for in and out of district mileage at the rate established on July 1 each year by the Internal Revenue Service (IRS).

L. Summer School Rate:

1. Teachers who shall be employed as summer school teachers of children shall be paid \$20.00 per hour.
2. School Counselors who shall be employed for up to two weeks during summer recess shall be paid \$26.00 per hour.

M. Summer Pay Rate:

Teachers who shall be employed during the summer in work other than summer school shall be paid \$20.00 per hour during the summer of 2010 and 2011.

N. Preparation Period Substitute Pay:

In any secondary or elementary school situation where a substitute is not available and a classroom teacher is required to utilize any preparation (planning) or other period during which the teacher does not have teaching duties, the teacher shall be paid for such time, in addition to their regular salary, at the following rate:

For the 2010/2011 and 2011/2012 school year \$30.00 per hour.

O. Method of Pay:

1. Teachers shall have the opportunity to receive their pay in one of the following four ways; provided, however, written notification is made to the Lamphere payroll office two (2) weeks prior to the issuance of the first paycheck in September of each year:
 - (a) The employee may elect to receive his/her yearly salary in twenty-one (21) installments.
 - (b) The employee may elect to receive his/her yearly salary in twenty-one (21) installments, with the final school year paycheck in June to contain a lump-sum payment for the summer months.
 - (c) The employee may elect to receive his/her yearly salary in twenty-six (26) installments throughout the twelve month period (September through August); provided, however, that the employee who elects this option must provide the payroll office with a summer address by June of each year.
 - (d) The employee may elect to have his/her yearly salary paid through a bank of the employee's choice that accepts electronic transfers.

2. When the last payday of the teacher's work year is scheduled for a Friday that precedes the conclusion of the work year by six (6) days or less, the Board shall reschedule this payday to the last work day for teachers. For purposes of definition, the last day of the teacher's work year shall mean the 183rd scheduled teacher attendance day for the duration of this agreement.

P. Termination Pay:

1. The following shall apply for teachers who retire after ratification of this Master Agreement:

A teacher who shall terminate his/her employment under the terms of the Michigan School Retirement Provisions, and who shall have worked continuously for the Lamphere Schools as a teacher for 16 years immediately prior to the date of termination of employment, shall receive a lump-sum payment equal to \$70 dollars for each unused accumulated sick day provided that no employee shall receive more than twenty thousand dollars (\$20,000) as maximum payment for retirement under this provision. For purposes of this section, a teacher who shall interrupt his/her service in the district with an approved leave shall not be considered to break the "continuous service" provision of this section; provided, however, that the time on the approved leave shall not be counted toward the sixteen (16) year requirement of this section. Payments pursuant to this provision will be made via a Section 401 (a) TSA in accordance with the IRS regulations.

Q. Long Term Disability Insurance:

1. The Board will provide and support a long-term disability insurance plan. The plan will be for 66.6% of salary, beginning after 60 days of disability, to age 65 with a maximum benefit of \$3000 per month. This insurance will be an integrated benefit with Michigan Public School Employee's Retirement, Federal Social Security Act, Veteran's Benefits, or such pensions.
2. Group health insurance premiums, as described in Section F of this Article which were being paid by the Board prior to the commencement of long-term disability insurance payments may be continued provided:
 - (a) The employee notifies the employer of the intent to continue health insurance.
 - (b) The Board will pay the full premium.

The maximum period of extended payments by the Board will be 12 months; or until the employee returns to work; or the employee obtains other coverage, whichever occurs first. Group health insurance will be provided by the Board's current carrier.

R. Section 125 and 457 Plans:

The Board will provide a Section 125 Flexible Spending Account and a Section 457 Deferred Compensation Plan in accordance with IRS regulations.

ARTICLE IV TEACHING HOURS

A. Teacher Starting Time:

1. Teachers shall be required to report on duty fifteen (15) minutes before the opening of the students' regular school day in the morning. Teachers shall be permitted to leave fifteen (15) minutes after the close of the students' regular school day. Elementary teachers shall be permitted to leave ten (10) minutes after the close of the students' regular school day.
2. On a voluntary basis, and with mutual consent of the administration, non-teaching members of the bargaining unit (social workers, counselors, psychologists) may establish a work day that is different than that of the student school day but runs the same length that the student school day does.

B. Exceptions:

At times it may be necessary for a teacher to deviate from these normal teaching hours. Except in cases of emergency as defined by the building administrator, changes in normal teaching hours shall be at the mutual agreement of the teacher and the administrator.

C. Duty-Free Lunch Periods:

All secondary teachers shall be entitled to a duty-free, uninterrupted lunch period of at least thirty (30) minutes. All elementary and elementary special area teachers shall be entitled to a duty-free, uninterrupted lunch period of not less than forty (40) minutes.

D. Parent-Teacher Conferences:

When parent-teacher conferences are held in the evening, teachers who are scheduled for these evening conferences shall be given equivalent released time from the normal working hours. These conferences shall not occur more than two (2) evenings in any one semester.

E. Staff Meetings:

Staff meetings, departmental meetings, professional development, school improvement, and/or grade-level meetings shall require the attendance of teachers and may be scheduled outside the regular school day. Up to *eight (8)* two (2) hour meetings may be scheduled not to exceed one each month. If a staff meeting is part of a two-hour meeting, the staff meeting will not exceed one-hour. The above meetings shall not be held in the same week that all staff in the building are required to return to evening parent-teacher conferences, open house or in December.

The district will provide up to *eight (8) – two (2) hour early release/late start* meetings for the purpose of professional development, school improvement and the improvement of student achievement provided that the State continues to allow instructional hours to be used for the purpose of professional development.

The above meetings shall not be held in the same week that all staff in that building are required to return for evening parent-teacher conferences or open house.

A calendar of meeting dates will be published at least thirty (30) days prior to the meetings. Meetings shall be scheduled on Tuesdays.

- F. In order to be eligible for designated professional development trade day(s), employees must complete a full day of professional development outside of the regular school day. All professional development time must be approved in advance by the building administrator and must be completed in advance of the designated trade day in order for the employee to be eligible. Failure to complete required professional development in advance will result in the docking of that day's compensation.

ARTICLE V
TEACHING ASSIGNMENTS AND CONDITIONS

A. Major and Minor Assignments:

Teachers will be assigned in their majors, minors or within the scope of their state certifications, and when applicable consistent with the NCLB "highly qualified" standard. In cases of a teacher being assigned to his/her minor, this shall be done at least two (2) weeks prior to the beginning of the school year when the assignment is for the ensuing year or when the Superintendent or designee has informed the teacher and the Federation President that the need for the teacher to teach his/her minor could not be foreseen.

B. Reassignments:

Each year, prior to March 1, elementary teachers who desire a change in grade and/or subject assignment within the building for the ensuing school year commencing the following September, shall file a written statement of such desire with the Superintendent or designee. Such statement shall include the grade and/or subject assignment to which the teacher desires to be reassigned. Each request will be kept on file and every consideration will be given to honor each request up to the opening day of the new school year.

C. Class Size:

Class size, in both the elementary and secondary schools, varies because of subject matter, special pupil needs or abilities, student population and finances. It is impossible to formulate an ideal class size that would adequately cover all areas.

1. *Pupil-Teacher Ratio:*

- (a) Elementary - The Board shall attempt to maintain an average ratio on a system-wide basis of 30 to 1. When an individual class load reaches 35, the administration shall attempt to reduce this number, with the exception of activity classes such as physical education and music which shall be limited to a maximum of 48.
 - (1) Kindergarten: When an average of all sections of kindergarten in a given building reaches a ratio of 25 to 1, the administration shall attempt to reduce this number.
 - (2) First Grade and Second Grade: When the average of all sections of First Grade or Second Grade in a given building reaches a ratio of 31 to 1, the administration shall attempt to reduce this number.
- (b) Secondary - The 30 to 1 ratio of the North Central Association shall serve as the guide in secondary schools, with the exception of activity classes such as physical education and typing.

- (c) When a class size reaches the limits stated in paragraphs 1 and 2 above, the teacher shall meet with the building principal, the Superintendent or the Superintendent's designee and a representative of the Federation to attempt to reduce the class size. It is realized the above mentioned class size limits and ratios as stated in paragraphs (a) and (b) above may not be attainable.
- (d) When Special Education caseloads exceed maximum limits allowed by laws governing Special Education programs, the Board will:
 - (1) Explore all possible remedies before applying for a deviation with the State.
 - (2) Notify the Federation of the decision to apply for a deviation.
 - (3) Provide the affected Special Education teacher ample opportunity to participate in the deviation application process.
 - (4) Provide notification of receipt of deviation to the Federation and a copy of the deviation to the teacher upon receipt.

D. Furniture:

The Board will have in each school building facilities for the use of teachers. Said facilities shall include a desk and chair for the teacher and student desks adequate for the number of students involved. This shall include all teachers who are assigned on a full or part-time basis within a building.

E. Teacher Lavatories:

The Board shall provide lavatory facilities exclusively for adult use and at least one (1) room appropriately furnished, which shall be reserved for use as an employee lounge and lunchroom.

F. Parking:

The Board shall provide parking facilities exclusively for adults and shall provide for the reasonable maintenance of the area.

G. Non-Instructional Duties:

Whenever practicable, the Board shall relieve teachers of non-instructional duties.

H. Preparation Time:

1. All secondary teachers shall be given uninterrupted preparation time of one period in the school day.
2. Preparation time for elementary school teachers shall be as follows:
 - (a) Elementary planning time shall be 200 minutes per week. Special area teachers' preparation time will be scheduled in no less than 20 minute blocks of time.

(b) The Board and the Federation agree that recess shall be a fifteen (15) minute period which allows children a break in the academic instruction and shall occur approximately in the middle of each half-day session. The following conditions shall apply when recess periods are used by teachers:

- (1) It is permissible for one (1) teacher to supervise two (2) classes during a recess period. The teacher released as a result of recess shall have a duty-free period during this time.
- (2) The fifteen (15) minute recess is from the time a class leaves the classroom until it returns to the classroom. This means that no recess period will exceed fifteen (15) minutes.
- (3) Generally speaking, the two classes being supervised by one teacher should be within a two-grade span (i.e., grades 2 to 4).
- (4) All classes (K-5) may have a maximum of two recess periods per day.

I. Non-Discrimination:

The provisions of this Agreement and the wages, hours, terms and conditions of employment shall be employed without regard to race, creed, religion, color, national origin, age, sex, marital status, membership in or association with the activities of any legal organization, or, except where based upon a bonafide occupational qualification, handicap. The Board and the Federation pledge themselves to seek to extend the advantages of public education to every student without regard to race, creed, religion, sex, color or national origin and to seek to achieve full equality of educational opportunity to all pupils.

J. Open House and Parent-Teacher Conferences:

Teachers shall attend the annual open house and parent-teachers conferences scheduled in their building unless excused by the building principal. All other functions outside the normal school day shall be voluntary.

K. Tools of the Profession:

The Board recognizes that appropriate texts, library reference facilities, maps and globes, laboratory equipment, audio-visual equipment, art supplies, athletic equipment, current periodicals, standard tests and similar materials are the tools of the teaching profession. The Board agrees that within the limits of its financial resources it will keep the schools reasonably equipped and maintained.

L. Special Area Teachers:

All elementary special area teachers (Music, Physical Education, Reading Resource, Resource Room, Media Specialists, etc.) shall be given preparation time at least equal to that provided the elementary classroom teacher and in no less than 20 minute blocks.

M. Elementary School Schedule:

1. First attendance day for elementary students will be one-half (1/2) day.
2. Morning kindergarten students will meet on the first day of school and afternoon kindergarten students will meet on the second day of school.

**ARTICLE VI
PROMOTIONS AND VACANCIES**

A. Definition:

1. A "promotion" is a change in position which results in additional compensation for additional duties or responsibilities to be performed during the regular working day and regular working hours.
2. Promotions are not meant to include the taking on of additional duties in connection with Schedule B positions.

B. Notice of Vacancy:

Whenever any vacancy in any professional position in the district shall occur during the school year, which position shall be considered to be a promotion as defined in "A" above, the Board shall publicize the same by giving written notice of such vacancy to the Federation and providing for appropriate posting in every school building. The vacancy notice shall include the descriptive title or scope of responsibilities, duties, salary and location of the position. No such vacancy shall be filled, except on a temporary basis, until such vacancy shall have been posted for at least seven (7) calendar days.

C. Applications:

Any teacher may apply for a vacancy in a position considered to be a promotion as defined in "A" above. In filling such vacancy, the Board shall consider the professional background and attainments of all applicants, and other relevant factors; provided, however, that in all appointments to positions the Board's decision shall be final.

D. Intent of Interest:

Whenever any vacancy, deemed to be a promotion as described in "A" above, occurs during the normal summer recess, vacancy notices shall be sent only to those employees who have filed an "Intent of Interest" with the Superintendent or designee. Copies of all such vacancy notices will also be sent to the Federation President.

**ARTICLE VII
TRANSFERS AND VACANCIES**

A. Definition:

"Transfer" shall mean relocation of teaching personnel to another building.

B. Voluntary Transfer:

1. A teacher wishing to transfer shall submit a letter indicating the transfer he/she wants to the Superintendent or designee. The teacher shall receive an acknowledgment in writing that the letter of transfer has been received.
2. The teacher's application will be held on file for one (1) year from the date of application.
3. Transfers shall not be made during the school year unless the Superintendent or designee shall consider a transfer to be beneficial to the instructional program and/or the well being of the students.
4. To be eligible for a transfer in the ensuing school year, the teacher must have a written request on file with the Superintendent or designee by February 1.
5. A vacancy occurring during the school year that is not filled by a transfer will be filled by a permanent substitute for the balance of that year.
6. The teacher will only have to meet minimal requirements as determined by the Superintendent or designee.
7. If more than one application is received for an open position and each applicant for the transfer meets the minimal requirement, then system-wide seniority shall be the only criterion.
8. The Board may go outside the Lamphere Schools only if no applications have been received and/or applicants do not meet minimal requirements.
9. Each vacancy shall be posted in each building and a copy submitted to the Federation President. The vacancy notice shall include the minimal requirements for the position in the bargaining unit which is vacant.
10. A teacher may not withdraw a transfer request after being notified the transfer has been granted, unless mutually agreed to by the administration.

C. Involuntary Transfers:

1. The Board shall exert every effort possible to solicit voluntary transfers, but in the event that a voluntary transfer is not available or has not come forward, then an involuntary transfer may become necessary.

2. Prior to making such transfer, the initiating administrator shall meet with the teacher involved and the Federation representative to review the reasons for the transfer. This meeting must take place no less than seven (7) calendar days prior to the effective date of the transfer.
3. Under no circumstances shall involuntary transfers be arbitrary or capricious.

**ARTICLE VIII
PERSONNEL FILE**

- A. This provision shall apply to all materials placed in a teacher's permanent personnel file after initial employment. There shall be only one permanent personnel file and it shall be centrally located.
1. No material shall be placed in the teacher's file unless the teacher has had an opportunity to read such material. Materials of a disciplinary nature will be initialed by the teacher, or delivery to the teacher will be witnessed and initialed, or the Personnel Department will initial receipt and forward a copy to the teacher.
 2. The teacher shall have the right to answer any material filed and the answer shall be attached to the file copy.
 3. The teacher may examine his/her file at any time, upon request, and the teacher shall be permitted to reproduce any such material in his/her file.
 4. Materials shall be removed from the file if and when a teacher's claim that such material is inaccurate and is sustained through the grievance procedure and/or mutual consent. The evaluation of a teacher and the written items by the principal accompanying the evaluation as described in Article IX shall not be subject to this section.
 5. Each teacher may add any professional evaluations to their file as the teacher chooses. Any cost for the reproduction and/or copying of this material shall be paid by the teacher.
 6. No material from parents shall be placed in the teacher's permanent personnel file.

**ARTICLE IX
TEACHER EVALUATION, DISMISSAL AND TENURE**

A. Probationary Employees:

Probationary employees will be observed in the classroom by the responsible administrator for the purpose of evaluation at least three (3) times during each school year. The observations will be completed no later than two (2) weeks following November 15, January 15 and March 1, unless mutually agreed upon by the teacher and the administrator. Probationary employees who shall be employed after the beginning of the school year shall have the number of classroom visitations for evaluation purposes prorated accordingly.

B. Tenure Teachers:

1. All members of the bargaining unit will be covered by the Michigan Teacher Tenure Act as amended. A yearly evaluation of tenure teachers is not mandatory. However, the administration shall have the authority to conduct such yearly evaluations as it deems necessary. Formal evaluations of a tenure teacher will be completed no later than two (2) weeks after April 1, unless mutually agreed upon by the teacher and the administrator.
2. The Board reaffirms its policy that any dismissal of or disciplinary action against any member of the bargaining unit shall be based on reasonable and just cause and that the affected employee will be accorded due process. In the event that the Tenure of Teachers Act (Public Act 4 of the extra session of 1937, being section 38 71-191 of the Compiled Laws of 1948) is repealed, those members of the unit who had acquired tenure shall have full access to the grievance procedure including the right to appeal to binding arbitration.

C. Conditions for all Evaluations:

1. At least one formal classroom observation which shall immediately precede the preparation of the administration's written evaluation report shall be for a minimum of thirty (30) consecutive minutes and there shall be at least one such formal observation during each evaluation period.
2. Following each of the formal classroom observations described in D-1 above, the administrator(s) who conducted the said observation, shall prepare a written report in triplicate, schedule and attend a conference with the teacher at a mutually agreed upon time within fifteen (15) calendar days of the formal classroom observation.
3. Twenty-four (24) hours prior to the scheduled conference as described in 2 above, the teacher shall receive one copy of the written report. The teacher's signature following the conference indicates only that the teacher is familiar with the contents.
4. If there is an adverse change (such change to be indicated as anything not standard or unsatisfactory) from the previous evaluation of any teacher, then an addendum to the official evaluation report shall be prepared by the administrator. This addendum

shall include suggestions and/or program for improvement to the teacher.

5. If the above timelines and conditions are not met, an evaluation reflecting at least standard performance shall be placed in the teacher's personnel file.
6. The teacher may submit a letter expressing his/her approval or disapproval of the formal evaluation. The teacher may also submit his/her own evaluation, including information and comments a teacher feels are pertinent.
7. The formal evaluation and the teacher's written answer and/or own evaluation, if any, shall become a part of the teacher's permanent personnel file, as an attachment to the administrator's written evaluation.
8. A teacher may confer with the Superintendent regarding his/her evaluation. If a teacher wishes, a Federation representative may be present at this conference.

D. Evaluation Not Subject to Grievance:

The administrator's evaluation of a teacher shall not be subject to the grievance procedure. However, the failure to follow the procedures and conditions through which the evaluation is obtained shall be subject to the grievance procedure.

E. Termination of Probationary Employees:

In the event a probationary teacher is not continued in employment, the Superintendent shall advise the teacher in writing. A copy will be given to the Federation with the approval of the teacher concerned. Upon request, the Board shall grant the teacher a hearing in executive session.

F. Discipline of Teachers:

No teacher shall be disciplined, reprimanded or reduced in rank or compensation without just cause. Any such discipline, reprimand or reduction in rank or compensation, not covered by the Michigan Tenure of Teachers Act (Act 4, P.A. of 1937), as amended, shall be subject to the professional grievance negotiations procedure hereinafter set forth. Such reduction in rank and compensation for purposes of the grievance procedure shall be limited to the teacher's basic contract and not apply to those duties covered by a supplementary contract. Discharge shall not be interpreted as part of this section inasmuch as it is adequately covered by existing State and Federal Laws.

G. Third Evaluation:

If a teacher is assigned duties in more than one building thereby requiring evaluations by more than one administrator, and if the two evaluations reflect serious or major differences in this teacher's performance, a third evaluation will be made only upon request of the teacher by the Director of Curriculum and Instruction or the director of the teacher's special area. This evaluation will be discussed by the Deputy Superintendent for Instruction or the director of the teacher's special area in the presence of the teacher and administrator and become the only evaluation placed in the file. If a teacher requests, a Federation representative shall be present at this meeting. The third evaluation is not subject to time limitations as described in Article IX C.1 and 2.

**ARTICLE X
PROTECTION OF TEACHERS**

A. Responsibility:

Both the Board and the Federation agree that student behavior is a shared responsibility. The Board and members of the bargaining unit will endeavor to achieve correction of student misbehavior through counsel and interviews with students and the students' parents when warranted.

B. Administrative Action:

1. The Board recognizes some student behavioral problems to be beyond the teacher's immediate control and agrees that the school administration will take any and all action deemed necessary by the school administration. When a child's behavior is such that it impedes or undermines the academic progress of the class and the child is removed from the class by the teacher, the problem shall be dealt with by the appropriate administrator. If deemed necessary by the administrator, the administrator shall meet with the student, teacher and/or parent.
2. When an administrator changes a report written by a member of the bargaining unit, the administrator will sign the report, indicating that the report reflects changes that the administrator made and may not reflect the opinion of the bargaining unit member.

C. Teacher Physical Assault:

Any case of physical assault upon a teacher in the course of his/her employment as a teacher or because of his/her employment as a teacher shall be promptly reported by the teacher to the principal of the school. At the request of the teacher involved, the Board will provide and pay for an attorney to advise the teacher of his/her rights and obligations with respect to such physical assault; provided, however, that the Board, or its representative, determines that the teacher was acting in accordance with and within the scope of Board policy.

D. Absence Due to Assault:

Any absences by the teacher because of a physical assault upon a teacher in the course of his/her employment or because of his/her employment as a teacher shall be fully excused and shall not be considered to reduce said teacher's sick day allowance, and the teacher shall receive an amount equivalent to his/her full salary for any time off because of said physical assault or because of any lawsuit arising out of said physical assault (which can be full salary or the difference between full salary and compensation benefits which are in lieu of salary); provided, however, as to all of the above, that it is determined by the Board, or its representative that the teacher was acting in accordance with and within the scope of Board policy. The dollar amount of compensation contributed by the Board shall not be increased by future salary schedule changes and increments negotiated in subsequent agreements.

E. Personal Property:

The Board will reimburse the teacher for loss or damage to personal property in connection with any physical assault on said teacher in the course of his/her employment or because of his/her employment as a teacher, provided, the teacher was acting in accordance with and within the scope of Board policy.

F. Parent Complaint:

Any complaint by a parent of any student against any teacher which a principal feels may have validity shall be promptly called to the attention of the teacher involved and at which time the complainant shall be identified.

G. Discussion of Reasons:

If known to the principal, the reasons for scheduled conference between the teacher, principal and a parent shall be discussed with the teacher prior to the said meeting.

**ARTICLE XI
GRIEVANCE PROCEDURE**

A. Definitions:

1. The term "grievance" shall be interpreted to mean a complaint by a teacher(s) or by the Federation in its own behalf, alleging that there has been a violation, misinterpretation, or misapplication of one or more specific provisions of this Agreement.
2. The term "days" when used in this Article shall, except where otherwise indicated, mean working school days. During the summer vacation when school is not in session, "days" shall mean weekdays.

B. Purpose:

The primary purpose of the procedure set forth in this section is to secure, at the lowest level possible, equitable solutions to the problems of the parties. Both parties agree that these proceedings shall be kept as confidential as may be appropriate at any level of such procedure. Nothing contained herein shall be construed as limiting the right of any teacher having a grievance to discuss the matter informally with any appropriate member of the administration.

C. Procedure:

When agreement is reached at Level One or Level Two or Level Three, the agreement shall be reduced to writing and both parties shall sign it. The Federation will be furnished with copies of all decisions by the Superintendent or designee in connection with the grievance procedure.

1. *Informal Meeting:*

The parties agree that before initiating Level One of the grievance procedure, as outlined below, within seven (7) days of the action upon which the grievance is based, the grievant will informally discuss the matter with the appropriate administrator with or without a Federation representative present as the grievant sees fit.

2. *Level One:*

If having failed to receive satisfaction, according to the terms spelled out above, the grievant shall put his/her grievance in writing and it shall be submitted to the principal within ten (10) days of the action upon which the grievance is based. The principal shall make his/her decision known in writing within ten (10) days after receiving the grievance. A copy of the decision shall be sent to the President of the Federation and to the teacher.

3. *Level Two:*

If the Federation is not satisfied with the disposition at Level One, the grievance shall be submitted by the Federation to the Superintendent or designee within five (5) days. The Superintendent or designee shall process the grievance in one of the following ways:

(a) The Superintendent or designee shall meet with the Federation within five (5) days after receipt of the grievance and shall indicate his/her disposition to the Federation within five (5) days after such meeting.

(b) The Superintendent or designee shall inform the Federation within five (5) days after receipt of the grievance that a meeting with the Board of Education and the Federation shall take place in executive session immediately following the next regularly scheduled Board Meeting. The Board shall indicate its disposition of the grievance, in writing, to the Federation within five (5) days after such meeting.

4. *Level Three:*

If the Federation is not satisfied with the disposition of the grievance at Level Two, or if no disposition has been made within the period above provided, the grievance may be submitted to arbitration before an impartial arbitrator; provided, however, notification of intent to pursue arbitration is submitted, in writing, to the Board within five (5) days. If the parties cannot agree as to the arbitrator within five (5) days from the notification date that arbitration will be pursued, the arbitrator shall be selected by the American Arbitration Association in accordance with its recommendation, which shall likewise govern the arbitration proceeding. Provided the Board or its designee has given its consent, the Federation may elect to submit the grievance to the American Arbitration Association under its rules and regulations governing and controlling the expedited proceedings. The Board and the Federation shall not be permitted to present in such arbitration proceeding any grounds or to rely on any evidence not previously disclosed to the other party. Any decision rendered by the arbitrator shall be binding upon the parties to this Agreement.

(a) Powers of the Arbitrator: The arbitrator's power shall be limited to deciding whether the Board has violated the express articles or sections of this Agreement. The arbitrator shall have no power to add to or subtract, disregard or alter any of the terms of this Agreement, nor shall the arbitrator substitute his/her judgment to that of the parties.

D. Individual Grievance:

If the teacher does not wish to be represented by the Federation, the teacher may pursue Levels One and Two only as outlined in this Article without such representation. However, in so doing, the individual teacher will be responsible for any costs incurred. Only the Federation may pursue grievances to Level Three.

1. The administration agrees to inform the Federation upon receiving an individual grievance as to the day, time and place for meetings, conferences or hearings. Such meeting cannot take place in the absence of the Federation unless the Federation, in writing, has waived its right to be present.
2. If the individual presents a grievance in his/her own behalf, the individual shall not be accompanied nor represented by an officer, executing delegate, representative or agent in any capacity of any organization other than the Federation (except as stated

elsewhere with regard to legal counsel).

E. Legal Counsel:

Any party to a grievance shall have the right to representation by legal counsel; provided, however, that said counsel shall not be employed by or under retainer to or represent any teacher group or rival organization other than the Federation.

F. AFT-MICHIGAN/AFT Participation:

A representative of AFT-MICHIGAN and the AFT may participate at any level of the grievance procedure.

G. Step-Time Limits:

Failure of the employer at any step of the grievance procedure to render its decision on a grievance within the specified time limits for that level shall result in the Union having the ability to advance the grievance to the next step; provided, however, that the notification to advance to the next step is received no later than five (5) days after the decision was to have been rendered. Failure of the grievant to process his/her grievance within the specified time limit for that step shall be deemed a withdrawal of the grievance without prejudice.

1. The only exception that is permitted under this section is when both parties have clearly extended the time period in writing.
2. In the event a grievance is filed after May 1 of any year and the strict adherence to the time limits may result in hardship to any party, the Superintendent and the Federation shall use their best efforts to process such grievance prior to the end of the school term or as soon thereafter as possible.

H. Action of Higher Authority:

If a grievance arises from the alleged action of authority higher than the principal of a school, the grievance may be presented at the appropriate level of the grievance procedure.

I. Time Spent on Grievance:

Any time spent by any Federation representative, member of a Grievance Committee, or any other member of the bargaining unit, in connection with the grievance, shall be after his/her regular working hours and without pay.

Any time spent by an employee submitting a grievance at hearings or otherwise in connection with the grievance procedure shall be without pay and said hearings and meetings will be after regular working hours, unless agreed to otherwise by the parties.

J. Arbitration Fees and Expenses:

The fees and expenses of the arbitrator shall be shared equally by the parties. Expenses of a witness shall be paid by the party calling the witness.

K. Grievance Records:

A record of participation in any grievance process shall not become part of the personnel file of any teacher.

L. Back Pay:

Whenever the Board shall be required to make back pay adjustments as a result of decisions rendered in the grievance process, the following shall apply:

1. Back pay awarded during the life period of this Agreement shall be applicable.
2. Back pay awarded for the period of one (1) year before ratification of this Agreement shall be applicable; however, such claims shall not be honored beyond the expiration of the first year of the current contract period.
3. The Board shall not be obligated for back pay outside the limits of 1 and 2 above.

**ARTICLE XII
LEAVE OF ABSENCE WITHOUT PAY**

A. Board Action Required:

The Board may grant teachers who have met certain criteria and procedures, as outlined in this Article, a leave of absence without pay. Each request for an unpaid leave of absence will be considered on its individual merits. The applications shall be submitted in accordance with the provisions of this Article. The particular circumstances surrounding each leave will be reviewed by the Board with the understanding that its decision will in no way establish a precedent. The decision of the Board as to whether such leave shall be granted is final.

B. Conditions:

1. Teachers who have obtained or been approved for tenure are eligible for leaves.
2. The basic leave is for a period of twelve (12) consecutive months. One extension to the initial leave of absence may be requested.
3. The Board shall not be required to assign a teacher returning to duty after a leave of absence to the same building, grade or special assignment held prior to the leave. The Board shall attempt to assign the teacher to the same position, if available, or a substantially equivalent position.
4. If a teacher on leave enters into a contract for another teaching position without Board approval, his/her leave will be automatically terminated and his/her employment by this district will terminate.
5. A teacher on leave of absence shall not lose sick leave time accumulated prior to his/her leave. However, sick leave time shall not accumulate during his/her leave of absence.
6. A teacher on leave of absence may elect to prepay the health insurance premium for a period of twelve (12) months maximum after the start of the leave; provided, however, that the teacher submits the dollar amount of the premium ten (10) days prior to the Board's due date for submission to the insurance company.
7. Before returning to his/her duties, a teacher who has been on a maternity or health leave of absence, must be certified by his/her physician as ready and able to return to his/her full teaching assignment.

C. Procedures:

1. An eligible teacher desiring a leave of absence shall submit his/her request to the Board through the Superintendent of Schools. Such request shall be submitted by the Superintendent to the Board with recommendation for action.

2. For all teachers whose leave shall terminate at the beginning of a school year, a letter of availability must reach the Superintendent no later than the preceding March 1st. For all teachers whose leaves shall terminate at times other than the beginning of a school year, such letter of availability must reach the Superintendent no later than sixty (60) days preceding the termination date of the leave. Failure to comply with this provision shall be interpreted as a resignation from the district by such teacher, unless the teacher can provide evidence that extenuating circumstances prevented the teacher from complying with this provision.

D. Maternity/Extended Sick Leave:

1. The teacher shall make a written request to the Superintendent at least thirty (30) days prior to the starting date of the leave whenever possible.
2. The Teacher shall provide the Board, upon request, statements from his/her physician regarding the teacher's status.

E. No Advancement of Salary Schedule:

While a teacher is on leave, there shall be no advancement on the salary schedule in terms of teaching experience, except as provided for in other sections of this Article.

F. Leave for Teaching Programs:

A leave may be granted to participate in exchange teaching programs in other states, territories or countries (foreign or military), wherein the teaching experience is determined by the Superintendent to be equivalent to similar teaching experience in The Lamphere School District. Upon such determination, full credit shall be given for placement on the salary schedule when the teacher returns. It shall be the responsibility of the teacher to submit such evidence to the Superintendent.

G. Military Leave:

A military leave of absence shall be granted to any eligible teacher for military duty in any branch of the Armed Forces of the United States. Upon return from such leave, a teacher shall be granted one (1) year's experience on the salary schedule for each year of the leave up to a maximum of two (2) years.

**ARTICLE XIII
LEAVE OF ABSENCE WITH PAY**

A. Sick Leave:

1. *Amount:*

Teachers will earn one (1) day of sick leave per month of the regular school year. A teacher shall be granted, on his/her first day of employment, the total allowance for which the teacher would be eligible during the school year. Sick leave days used in excess of the days earned shall be deducted from the teacher's contract if his/her employment is terminated before the end of the school year.

2. *Types of Sick Leave:*

Absence from duty for the following causes shall result in no loss of pay within the limits of the sick leave allowance as stated in "1" above:

- (a) Personal illness.
- (b) Illness in the immediate family including husband, wife, son, daughter, or any dependent relative residing permanently with the teacher.

3. *Accumulation of Sick Leave:*

Teachers shall be credited with a service accumulation for sick leave purpose at the end of each school year equal to the number of unused days of the sick leave allowance for that year. Service accumulation may continue without limit during the service of the teacher. No payment will be made for any unused sick leave days accumulated by any employee at the time of resignation, dismissal from service, leave of absence, retirement, or death, except as outlined in Article III, Section P.

4. *Conditions:*

The privileges stated in paragraphs "1" and "2" above are expressly conditional upon the following requirements:

- (a) In the case of an emergency nature such as personal illness, illness in the immediate family, or death in the immediate family, notification of the absence must be given to the teacher's immediate supervisor at least one (1) hour and thirty (30) minutes before the employee normally reports for work. Failure to meet this requirement may result in forfeiture of pay for the day at the discretion of the Superintendent.
- (b) Beginning with the eleventh (11th) consecutive day of absence, the teacher will

provide the personnel office with a statement signed by a registered physician stating the nature of the teacher's disability and the approximate date of return to duty.

- (c) If a teacher's absence because of personal illness exceeds ten (10) consecutive working days, the teacher shall file in the office of his/her immediate supervisor before returning to duty, a physician's certification of readiness for return to duty.

B. Personal Business Leave:

1. The Board of Education and administration recognizes that it may be necessary at times for a teacher to be absent from his/her teaching responsibilities for reasons other than illness.

Therefore, three (3) personal business days per year may be granted to teachers to transact personal business that can only be done during school hours without loss of pay. Personal business shall cover the following areas:

- (a) Court cases, government or legal business.
- (b) Moving.
- (c) Celebration of high religious holy days. The Board shall grant the first two approved holy days without deduction from the personal business allotment of three (3) days.
- (d) Death of any person deemed especially close by the applicant. The Board shall grant the first two approved bereavement days without deduction from the personal business allotment of three (3) days.
- (e) Appointments pertaining to university matters which must be made during school hours.
- (f) Graduation from school or college of members of the immediate family.
- (g) Matters of an emergency or critically important nature allowable at the discretion of the Superintendent or designee.
- (h) Marriage.
- (i) Parental Leave: Matters pertaining to the adoption of children and birth of husband's child.
- (j) A definite appointment for medical laboratory and/or medical diagnostic tests that cannot be scheduled outside of the school day.

2. A personal business leave day shall not be granted for the day preceding or the day following holidays or vacations, and the first and last days of the school year unless processed as (g) above.

3. Personal business days must be applied for in writing one week in advance, except in cases of emergencies. Approval shall be granted by the Superintendent or designee with the understanding that the teacher's request is based upon one of the ten (10) recognized reasons listed above, but will not appear on the request form. Failure to submit request in a timely fashion shall result in the request being denied.
4. If requested by the Board, the teacher must supply documented proof to substantiate his/her reason within a reasonable time or suffer the loss of pay for the day(s).
5. At the end of each school year, the Board shall add any unused portion of the three-day personal business allowance to the individual teacher's sick leave accumulation for the ensuing school year.

C. Federation Days:

1. The Board will provide twenty-three (23) Federation Days. When possible, the Federation will notify the Superintendent or designee that a Federation day will be used five working days in advance by submitting a business day form signed by the President of the Federation. In the event that the nature of the Federation business prevents five day notification, the Federation President will notify the Superintendent or designee, by phone or in person, no later than 90 minutes prior to the start of the school day. The Superintendent or designee will make arrangements to cover teaching assignments when necessary.
2. At times it may become necessary for Federation President and/or designee, with the consent of the Superintendent or designee, to be released from classroom duties to handle urgent school problems.
3. The President of the Federation may utilize his/her planning time for urgent district problems provided the President of the Federation has submitted written notification to the building administrator indicating the reason and destination.
4. If the administration determines it is necessary for the Federation President and/or designee to miss a scheduled class, then such time shall not be deducted from the allotted Federation Days.

D. Jury Duty:

A teacher called for jury duty or as a subpoenaed witness shall be paid his/her regular salary for time lost from school duties. However, the teacher shall return to the Board other compensation for performance of such duties.

E. Military Reserve Duty:

A teacher shall be granted leave with pay to a maximum of thirty (30) days for emergency duty with Armed Forces Reserve Units, if such duty occurs during the regular school year (September to June).

Emergency duty in this instance also includes issuance of orders over which the teacher had no control. However, the teacher's pay from the Board shall be the difference

between the gross pay that the teacher receives from the reserve unit and his/her regular daily rate of pay.

F. Visitations:

Teachers who visit special programs or attend educational workshops must have prior authorization from the Superintendent or designee.

G. Sabbatical Leave:

Sabbatical leave shall be interpreted as leave from active duty granted to any teacher after seven (7) consecutive years of professional service in the Lamphere School District for the purpose of improving instruction in the school district. Military, professional or Federation leaves shall not be interpreted as interrupted service. Sabbatical leave shall be granted for one year as shall be recommended by the Superintendent and approved by the Board.

An application for sabbatical leave of absence may be filed with the Superintendent provided the following conditions are fulfilled.

1. The applicant has been employed by the Board as a teacher for at least seven (7) consecutive years.
2. The applicant has not been granted sabbatical leave of absence from the Board during the seven (7) consecutive years of service immediately preceding current application.
3. The applicant signs an agreement to return to service with the Board immediately upon termination of sabbatical leave of absence and continue in such service for a period of one (1) year, or to refund within one (1) calendar year of his/her failure to return to or continue in service any compensation received from the Board while on leave, except as the Board shall, by special action, waive such obligation.
4. Application for sabbatical leave of absence must be filed in the Office of the Superintendent not later than November 1, or March 1, preceding the semester when it is desired that the leave become effective.
5. An applicant for sabbatical leave of absence shall file with the application form, an outlined program for the period requested for sabbatical leave and shall include details of the work to be pursued.
6. Leave granted for professional study, for research, for work on publications, for travel, or travel combined with study, or for any other reasons which, in the opinion of the Superintendent will improve instruction in the Lamphere School District, or will improve the efficiency of an employee, shall be consistent with the intent and purpose of sabbatical leave.
7. In determining recommendation on sabbatical leave, the Superintendent will consider the following items:

- (a) The extent of the applicant's professional study, growth, contributions and successful service during the preceding seven (7) years.
 - (b) The extent to which plans submitted for use of time on leave are definite and educationally constructive.
 - (c) Length of period of uninterrupted service in the Lamphere School District.
 - (d) Reasonable and equitable distribution of applicants among the different levels and departments in the system.
 - (e) Order in which applications are received.
 - (f) During the term of this agreement, a maximum of two (2) employees will be granted a sabbatical leave each year.
 - (g) Availability of qualified replacement.
8. In considering applications for sabbatical leave, preference shall be given to those qualified applicants who have not previously been granted such leave. Whenever, in the opinion of the Superintendent, the qualifications of two or more applicants for sabbatical leave are relatively equal, length of uninterrupted service shall be the deciding factor.
9. The teacher on leave shall receive as compensation during the period of absence from the regular duties, one half (1/2) of his/her regularly scheduled salary that the teacher would have received during the leave period.
10. The following conditions shall apply to all teachers on sabbatical leave:
- (a) A teacher on sabbatical leave shall be considered to be in the employment of the Board and shall have a contract. However, the Board shall not be held liable for death or injury sustained by any teacher while on sabbatical leave.
 - (b) The teacher shall be entitled to any insurance benefits that may be provided in this Agreement which are applicable.
 - (c) A teacher granted sabbatical leave shall not engage in unapproved remunerative work while on leave. Scholarships or fellowships in approved colleges or universities which do not interfere with the program of professional improvement are excepted. If other remunerative work is desired by the teacher on leave, arrangements satisfactory to the Superintendent shall be made.
11. A teacher upon return from sabbatical leave shall enjoy the following privileges and benefits:
- (a) Be restored to his/her former teacher position or to a position of like nature.

- (b) Be allowed increment credit on the salary schedule when the sabbatical leave granted is completed.
 - (c) Be allowed credit toward retirement for time spent on sabbatical leave, in accordance with rules and regulations established by the commission in control of the employees' retirement system in the State of Michigan.
12. An interim report shall be filed in the Office of the Superintendent at the midpoint of the period for which the leave is taken. Upon return from sabbatical leave, a report must be submitted to the Superintendent containing transcripts of all college or university work completed while on leave, and all other items of information pertinent to the evaluation of the program. The final report shall be due the first day of the second month following the applicant's return to service with the Board.
 13. The content of all such required reports shall include details of work accomplished and must be related to the outlined program submitted with the original application as provided in condition five (5) of this section.

**ARTICLE XIV
PROFESSIONAL STUDY COMMITTEE AND
PROFESSIONAL DEVELOPMENT TRAINING**

A. Establishment of Committee:

1. The Board, at its discretion, may establish Professional Study Committees to investigate matters pertaining to curriculum development, methods of instruction, and/or instructional materials. The Professional Study Committees shall be composed of members selected by the Board by reason of their competence, training or knowledge of the matter under study.
2. All clerical expenses of any such committees shall be paid for by the Board. Service on these committees shall be; (1) on a voluntary basis, (2) without additional compensation, and (3) in addition to the teacher's regular duties, or the teacher may be excused from performance of his/her regular duties at the discretion of the Board.
3. Duties performed after regular work hours that occur after a regular teaching day shall be compensated in C.E.C. time or the hourly rate in Article III, Section L, M, N, O. A committee with release time shall not be eligible for said compensation. The method of compensation shall be decided by the teacher prior to the agreed date and approved by the Board prior to the meeting.

B. Professional Development Training:

In the event that the Board determines that curriculum changes require professional development training, the Board will provide the opportunity for such training. The Board will assume all expenses necessary for professional development training for which participation is required by all appropriate personnel. Attendance at professional development training programs by members of the bargaining unit shall be without additional compensation. Attendance at professional development training programs by members of the bargaining unit shall be with additional compensation if held on a day not normally defined as a teacher attendance day during the normal school year. In such cases, compensation shall be at the teacher's daily rate. Teachers shall be provided with an opportunity to become involved in planning such professional development days.

C. Continuing Education Credits:

As an incentive for teachers to upgrade their skills at workshops and seminars approved by the administration, the Board shall add a personal leave day for each fifteen (15) hours of actual workshop or seminar attendance. (For example: A teacher gets approval to take two classes on computers that meets four sessions each, at two hours per session. This totals sixteen hours of time. This makes the teacher eligible for one leave day in accordance with the following paragraphs.)

1. A personal business day shall be given on a day with mutual consent of the

administration and shall be labeled "Continuing Education Credit Day." All workshops and seminars eligible for these C.E.C.'s shall be at the expense of the teacher and outside of the school day.

2. Should a teacher elect and get approval to take a university credit class under this provision, than only the completion of a class that shall meet for fifteen (15) hours or more shall be counted for one Continuing Education Credit Day.
3. The Superintendent or designee shall have the authority to award CEC units to teachers on a prorated basis whenever a teacher or teachers shall be requested to attend a workshop or seminar. The prorated portion shall take into consideration the time of the workshop or seminar, the financial involvement of the district and or the teacher in the workshop or seminar, and other related conditions that would warrant an award of CEC credits to the teacher(s).
4. A maximum six (6) days credit may be accumulated for a period not to exceed twenty-four (24) months duration. Failure to use these accumulated days within the above noted time limit will result in a payment of \$50 per day if a request for payment is submitted in writing by the teacher prior to June 1. It is understood that in special circumstances more than two (2) consecutive days may be granted only with the approval of the Superintendent.

Starting with the 2010/2011 school year, all CEC time earned will expire at the end of the school year, two years from the year in which it was earned. (Example: CEC time earned in September 2010 will expire on the last teacher day in June 2013.) All CEC time earned after the last contractual teacher day will be credited to the teacher in the upcoming school year. (Example: CEC time earned on June 19, 2010 will be credited to the teacher's CEC bank for the 2010/2011 school year.) CEC time will only be credited provided the teacher has submitted the proper verification of attendance. The MyLearningPlan program provides teachers with individual access to their professional development, CEC and Trade Day history, therefore eliminating the need to provide teachers with a printout of CEC hours earned.

CEC will not be approved for university credits until such time as the teacher reaches the highest salary lane possible.

D. Lamphere Mentor Program:

The Board and the Federation agree to implement the Lamphere Mentor Program pursuant to the Letter of Understanding dated June 6, 1999. (See appendix)

E. Peer Coaching:

All teachers shall have the opportunity, on a voluntary basis, to formulate a peer coaching team of their choice and participate in a peer coaching program. Approval for a team to meet on a given day may be denied or revoked based on the availability of acceptable substitutes. The Board shall determine acceptability of a substitute based on prior performance evaluations.

**ARTICLE XV
LAYOFF AND RECALL**

A. Federation to be Consulted:

Prior to finalizing any plan in the reduction of professional staff, the Board, through the Superintendent, shall consult with the Federation concerning such contemplated action, along with the reasons for the action and the identification of the positions which will be affected under such circumstances.

B. Seniority:

1. Seniority shall mean the number of continuous, uninterrupted years of service within the district computed from the first day the teacher reported for work as a regular contract teacher, or as a permanent substitute as defined in Article I, A-2. The Board shall maintain a district-wide seniority list. It is understood that any leave of absence described in this Agreement shall not be considered as an interruption of years of service.
2. For the purpose of reduction of staff, the Board shall maintain separate seniority lists in which all teachers shall be listed in their major area as listed on their college transcripts. Teachers must provide proof of any additional major field of study by March 1st of each year.
3. The following is a list of those major areas where teachers will be placed according to the terms of this section. Special major area qualifications for each teacher will be identified in parentheses after the teacher's name. Additional major areas may be used after a need for such addition has been discussed with representatives of the union.
 - (a) K-6 Elementary
 - (b) K-12 Physical Education
 - (c) K-12 Media (Library Science)
 - (d) K-12 Instrumental Music
 - (e) K-12 Vocal Music
 - (f) K-12 Art
 - (g) Social Worker
 - (h) Reading
 - (i) Special Education
 - (j) Guidance and Counseling
 - (k) 9-12 Social Studies
 - (l) 9-12 Mathematics
 - (m) 9-12 Science
 - (n) 9-12 English
 - (o) 9-12 Business Education
 - (p) 9-12 Industrial Education
 - (q) 9-12 Home Economics
 - (r) 9-12 Foreign Language

4. In the event that there are teachers with equal seniority as defined above, the following, listed in order of consideration, shall govern the date used in the seniority lists:
 - (a) The date the Board took action to hire the teacher.
 - (b) The date the initial employment contract was signed by the teacher.
 - (c) If (a) and (b) are the same, then the Board shall provide for a meeting with the Union and the teachers involved in which the order of seniority will be determined by lot.

C. Reduction of Staff:

1. When it becomes evident and necessary to reduce staff, such reduction will begin with probationary teachers.
2. Reduction of tenure teachers, if necessary, shall be based upon the utilization of the seniority lists described in Section B of this Article. In order to reduce the necessity of mass layoffs which may occur when district-wide seniority alone is used, the reduction of staff shall be based on the following procedures:
 - (a) When a position being reduced has been identified by the Board, then the least senior employee of that major area seniority list as described in Section B-2 of this Article shall be identified.
 - (b) After identification, the Board shall check all other major area seniority lists in which the teacher is listed to determine if the teacher has more seniority than the least senior employee on such list.
 - (c) A final check of the district-wide seniority list will be made to determine if the teacher identified in (a) above shall have the qualification and the seniority to replace the least senior employee on such list.
 - (d) The employee to be laid off shall be determined as the least senior employee identified after following the above procedures. Example: The Board has identified that a sixth (6th) grade position will be reduced because of declining enrollment. The elementary major area list shall be used to determine the least senior employee {(a) above}. Other major area seniority lists shall be checked {(b) above} and shall be used for this teacher. After identification of the least senior teacher as in (b) above, then the district-wide seniority {(c) above} list is checked to see if this teacher is qualified and can displace another teacher who may have a 7th and/or 8th grade assignment. The person then identified or displaced shall be laid off to take care of the reduction of the 6th grade position.
3. Reduction shall provide that teachers shall teach in their major field of college or university transcript, and consistent with the NCLB "highly qualified" standard. Assignments to a minor field may be necessary when there are no laid-off tenure teachers who have a major (college transcript) to teach in the position to which the teacher is assigned to the minor.

- (a) Teachers who were hired to teach and are currently teaching the major portion of their assignment in their minor field shall be exempt from this section (3) (provided the teacher meets the NCLB "highly qualified" standard, if applicable) and shall be included in the seniority list of that department.

4. All retained teachers, especially at the secondary level, shall meet the State guidelines for certification and meet the requirements for continued North Central Accreditation.

D. Order of Recall:

When openings occur, teachers who have been released shall be recalled in the inverse order in which they were released as defined in Section C above; provided, however, that each person recalled shall meet the qualifications for the position available as defined in Section C of this Article, (provided the teacher meets the NCLB "highly qualified" standard, if applicable).

1. As openings occur, the Board shall contact each qualified person on the recall list by registered letter and such letter shall indicate the position open, the order of seniority of person being contacted and a deadline for a response of interest from the teachers contacted. The deadline shall be no less than ten (10) days from posting of the letter to the last known address supplied by the teacher. It is the responsibility of the teacher to supply the Board with current addresses and telephone numbers.
2. The position shall be awarded to the highest seniority teacher who responds to the letter within the time limits as stated above. Teachers who refuse the position or shall fail to respond within the required time shall be eliminated from any further recall for employment with the district, unless the teacher can provide evidence of extenuating circumstances.
3. Recall rights shall be limited to three (3) years or the number of years employed, whichever is longer.

E. Recall and Helpful Information:

At the time a teacher is notified that he/she is to be laid off, the Board shall advise the teacher of the recall and information rights. At the teacher's request, the Board shall supply information which will help such teacher to qualify himself/herself in another teacher position and/or area.

F. Substitute List:

Any teacher not recalled by the Board shall receive top priority on the substitute teacher list. Permanent substitute positions must be offered in order of seniority to qualified teachers on layoff.

G. Notification to Other Districts:

The Board shall notify surrounding districts of the layoff and that affected teachers are available for employment.

H. Middle School:

1. The Federation recognizes that the Board shall have the final determination as to the educational philosophy and staffing qualifications of the middle school.
2. The Federation and the Board shall make such changes in this Article as required to facilitate staffing of a middle school.

**ARTICLE XVI
ACADEMIC FREEDOM**

A. Constitutional Rights:

The Board and Federation agree that all teachers shall be allowed in their teaching and personal lives to exercise their rights under the Constitution of the United States of America.

B. Controversial Issues:

Several sides of controversial issues which are normally a part of the curriculum content of an approved course shall be allowed provided the teacher shall follow the Superintendent's Administrative Team and Board policies and stays within the Articles of this Agreement.

**ARTICLE XVII
GENERAL**

A. Absence Reporting:

Teachers shall report their unavailability for teaching duties on any particular day as soon as possible and at least one (1) hour and thirty (30) minutes before their scheduled starting time. Teachers shall be informed of the telephone number they may call to report unavailability for work. Once a teacher has reported unavailability, it shall be the responsibility of the administration to arrange for a substitute teacher.

B. Emergency Closings:

When, in the judgment of the Superintendent or the Superintendent's designee, hazardous weather conditions prevent the opening of school, teachers shall not be required to report to work. When mechanical failures or breakdowns necessitate the closing of any particular school, in the judgment of the Superintendent or the Superintendent's designee, attendance of teachers will not be required in the building or buildings so affected. However, teachers may be required to fulfill or complete the workday in another building. Time lost by a teacher in connection with any incident mentioned in this Section shall not be charged against the teacher, but the teacher may be required to teach additional days, without additional compensation, to make up for time so lost; provided, that such makeup days are required to qualify for State Aid, or by Statute.

C. Board Information Available to Federation:

The Board shall provide the Federation with copies of all compiled and published information concerning the financial resources of the district, tentative budgetary requirements and allocations, student enrollment data and teaching personnel statistics and any information necessary for the Federation to process any grievance and/or necessary for the enforcement and supervision of this Agreement, except for information contained in the personnel files, which is deemed to be confidential by terms of this Agreement. This information shall be forwarded to the Federation upon the request of the Federation and the Federation shall be responsible for all costs, if any, in complying with this request.

D. Public Records:

The Federation shall be permitted access to those public records pertaining to wages, hours and condition of employment of the bargaining unit; provided, however, that the records of employees who are not a part of the bargaining unit shall be excluded. The cost, if any, of complying with the provisions of this section shall be charged to the Federation.

E. Printing and Distribution of Agreements:

Thirty (30) copies of the ratified Agreement shall be printed by the Board and delivered to the Federation no later than forty-five (45) days after ratification by both parties. In lieu of printed copies for each member, the Board may choose to distribute copies of the ratified Agreement by posting on an intra-net page accessible by teachers or via CD.

F. Board Rules, Regulations, Practices and Individual Contracts:

This Agreement shall supersede any rules, regulations or practices of the Board which shall be contrary to or inconsistent with its terms. It shall likewise supersede any contrary or inconsistent terms contained in any individual teacher contract heretofore in effect. All future individual teacher contracts shall be made expressly subject to the terms of this Agreement. The provisions of this Agreement shall be incorporated into and be considered part of the established policies of the Board.

G. Waiver Clause:

The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Board and the Federation for the life of this Agreement voluntarily and unqualifiedly waive the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to or covered by this Agreement and with respect to any subject or matter not specifically referred to or covered in this Agreement.

H. Agreement Final:

This Agreement supersedes and cancels all previous agreements, verbal or written, or based on alleged past practices, between the Board and the Federation and constitutes the entire agreement between the parties. Any amendment or agreement supplemental hereto shall not be binding upon either party unless executed in writing by the parties hereto.

I. Agreement Subject to Law:

This Agreement is subject in all respects to the laws of the State of Michigan with respect to the powers, rights, duties and obligations of the Board, the Federation, and employees in the bargaining unit, and in the event that any provision of this Agreement shall at any time be held to be contrary to law by a court of competent jurisdiction from whose final judgment or decree no appeal has been taken within the time provided for doing so, such provision shall be void and inoperative; however, all other provisions of this Agreement shall continue in effect. In cases where a provision shall be voided and made inoperative as spelled out above, both parties agree to meet immediately to renegotiate the voided provisions.

J. Payroll Deductions:

Teachers may request in writing that deductions be made from their pay for the following purposes:

1. Income Protection Insurance mutually approved by the Board and the Federation
2. Health Insurance

3. United Foundations
4. SOC Teacher's Credit Union
5. Federation Dues - Assessment and Fees (AFT-MICHIGAN, AFT) and C.O.P.E. deductions
6. Various annuities as mutually approved by the Board and the Federation
7. Others upon mutual agreement

K. School Calendar:

1. In the 2010/2011 school year, tenured teachers shall be required to be in attendance 183 days. Non-tenured teachers (hired after July 1, 2008) shall be required to be in attendance 188 days.

The additional teacher days shall be credited toward the new teacher professional development requirement.

- First year of probation – the teacher will be required to fulfill five additional (188 total) days of professional development. (Up to two of the five days to be used for the purposes of new orientation).
- Second year of probation – the teacher will be required to fulfill only 3 additional (186 total) days of professional development.
- Third & fourth years of probation – the teacher will be required to fulfill only 2 additional (185 total) days of professional development.

2. School recess periods for the 2010/2011 school year shall be as follows:
2010/2011:

- (a) Labor Day Recess and the Friday preceding
- (b) Thanksgiving and the Friday following
- (c) Christmas and New Year's recess shall begin at the close of the school day on Friday, December 17, 2010, and shall end with the beginning of the school day on Monday, January 3, 2011.
- (d) Mid-winter recess shall begin at the close of the school day on Friday, February 18, 2011, and shall end with the beginning of the school day on Wednesday, February 23, 2011.
- (e) The AM of the first day staff reports shall be for teacher preparation; the PM can be determined by the Board. The last work day of the school year shall be allocated for records and room preparation.
- (f) Spring recess shall begin at the close of the school day on Monday, April 4, 2011, and shall end with the beginning of the school day on Monday, April 11, 2011.

- (g) Easter recess shall begin at the close of the school day on Thursday, April 21, 2011 and end with the beginning of the school day on Tuesday, April 26, 2011.
- (h) Memorial Day recess shall be on Monday, May 30, 2011.
- (i) Last day for teachers shall be June 15, 2011. Teachers may leave for the school year on the last scheduled teacher day as soon as they have properly completed all necessary record keeping, etc., and have checked out at the office.

3. School recess periods for the 2011/2012 school year shall be as follows:
2011/2012

- (a) Labor Day Recess and the Friday preceding
- (b) Thanksgiving and the Friday following
- (c) Christmas and New Year's recess shall begin at the close of the school day on Friday, December 16, 2011, and shall end with the beginning of the school day on Monday, January 2, 2012.
- (d) Mid-winter recess TBD.
- (e) The AM of the first day staff reports shall be for teacher preparation; the PM can be determined by the Board. The last work day of the school year shall be allocated for records and room preparation.
- (f) Spring recess shall begin at the close of the school day on Friday, March 30, 2012, and shall end with the beginning of the school day on Monday, April 9, 2012.
- (g) Memorial Day recess shall be on Monday, May 28, 2012.
- (h) Last day for teachers shall be TBD. Teachers may leave for the school year on the last scheduled teacher day as soon as they have properly completed all necessary record keeping, etc., and have checked out at the office.

L. Notice of Termination:

After April 1 of the year in which the contract expires, either party may request in writing that formal negotiations begin for the new agreement. Negotiations for the new agreement must commence within 20 days from the receipt of the request.

M. Time for Negotiations:

Any time spent by any member of the bargaining unit in connection with the negotiations mentioned in this Article XVII, shall be after his/her regular working hours and without additional pay or compensation, unless agreed to otherwise by the parties.

N. Strike Prohibition:

The Federation recognizes that the statutes of the State of Michigan confer upon public

employees and their organizations the duty to maintain and continue the operation of the public schools, without interruption or interference due to strikes. Accordingly, the Federation agrees, on behalf of itself and on behalf of all those whom it represents as follows:

1. The Federation will not authorize, sanction, condone, participate in or acquiesce in, nor will any member of the bargaining unit take part in any strike during the life of this Agreement which is defined "the concerted failure to report for duty, the willful absence from one's position, the stoppage of work, or the abstinence in whole or in part from the full, faithful and proper performance of the duties of employment for any purpose."
2. In the event of any strike in violation of this Agreement or of the law, the Federation will take any and all action reasonably within its power to bring the strike to an end.
3. It is further agreed that any teacher who strikes in violation of this Agreement shall be disciplined by any penalty up to and including discharge.

TEACHERS SALARY SCHEDULE A

2010/2011 & 2011/2012

* Schedule B rates based on 2009/2010 salary schedule (see pages 60 & 61)

TEACHERS HIRED BEFORE JULY 1, 2008						
2010-2011 SALARY SCHEDULE						
STEP	A	B	C	D	E	F
	BA	BA+20	BA+50 MA	MA+15	MA+30	MA+45 Ed.Sp. Ed.D
0	38027	40170	41872	43589	44872	46150
0.5	38940	41094	42952	44683	45980	47271
1	39874	42039	44060	45805	47116	48420
1.5	40831	43006	45197	46954	48280	49597
2	41811	43995	46363	48133	49472	50802
2.5	42815	45007	47559	49341	50694	52036
3	43842	46042	48787	50579	51946	53301
3.5	44894	47101	50045	51849	53230	54596
4	45972	48184	51336	53150	54544	55923
4.5	47075	49293	52661	54485	55892	57282
5	48205	50426	54020	55852	57272	58674
5.5	49362	51586	55413	57254	58687	60099
6	50547	52773	56843	58691	60136	61560
6.5	51760	53986	58309	60164	61622	63056
7	53002	55228	59814	61674	63144	64588
7.5	54274	56498	61357	63222	64703	66158
8	55577	57798	62940	64809	66301	67765
8.5	56910	59127	64564	66436	67939	69412
9	58276	60487	66230	68103	69617	71099
9.5	59675	61878	67938	69813	71337	72826
10	61107	63302	69691	71565	73099	74596
10.5	62574	64758	71489	73361	74904	76409
11	64075	66247	73334	75203	76754	78265
11.5	65613	67771	75226	77090	78650	80167
12	67188	69329	77166	79025	80593	82115
12.5	68800	70924	79157	81009	82584	84111
13	70992	73193	81792	83568	84889	86215

Lump sum payment - .75% off-schedule paid prior to June 30, 2010.
.05% off-schedule paid prior to June 30, 2012.

TEACHERS SALARY SCHEDULE A

2010/2011 & 2011/2012

* Schedule B rates based on 2009/2010 salary schedule (see pages 60 & 61)

TEACHERS AFTER JULY 1, 2008						
2010-2011 SALARY SCHEDULE						
STEP	A		C		E	F
	BA		BA+50 MA		MA+30	MA+45 Ed.Sp. Ed.D
0	38027		41872		44872	46150
0.5	38940		42952		45980	47271
1	39874		44060		47116	48420
1.5	40831		45197		48280	49597
2	41811		46363		49472	50802
2.5	42815		47559		50694	52036
3	43842		48787		51946	53301
3.5	44894		50045		53230	54596
4	45972		51336		54544	55923
4.5	47075		52661		55892	57282
5	48205		54020		57272	58674
5.5	49362		55413		58687	60099
6	50547		56843		60136	61560
6.5	51760		58309		61622	63056
7	53002		59814		63144	64588
7.5	54274		61357		64703	66158
8	55577		62940		66301	67765
8.5	56910		64564		67939	69412
9	58276		66230		69617	71099
9.5	59675		67938		71337	72826
10	61107		69691		73099	74596
10.5	62574		71489		74904	76409
11	64075		73334		76754	78265
11.5	65613		75226		78650	80167
12	67188		77166		80593	82115
12.5	68800		79157		82584	84111
13	70992		81792		84889	86215

Lump sum payment - .75% off-schedule paid prior to June 30, 2010.
.05% off-schedule paid prior to June 30, 2012.

TEACHER'S SUPPLEMENTAL PAY SCALE

A. RATIONALE:

1. The positions listed in this Schedule B are extra duty and as such are voluntarily contracted with individuals at the rates set forth herein.
2. The rates for each position in this Schedule B are for a full year, season or unit as set forth with each position. A position filled by an individual for less than the normal time specified shall be paid at a prorated basis from the full rate listed in this Schedule B.
3. The listing of a particular position in this Schedule B shall not obligate the Board to fill the position, but not in conflict with other provisions of this Agreement.
4. Vacancies in all Schedule B positions shall be posted as per the procedures described in Article VI of this agreement.
5. The Board shall pay the State of Michigan retirement on monies received under this Schedule B.
6. Each of the positions listed in this Schedule B shall be the rate for one bargaining unit member filling the full job. Should a condition arise where more than one person shall share the responsibilities of the position, then such pay rate listed shall be prorated accordingly.
7. Each of the positions listed in parts B, D, E, F, G, H & I of Schedule B shall be paid at the minimum percentage indicated of the M.A. track of Schedule A, based on the 2009/2010 salary schedule, at the minimum step (Step 0).

B. PAY RATE FOR TEAM LEADER, BUILDING DEPARTMENT HEAD AND VOCATIONAL EDUCATION COORDINATOR AND CURRICULUM AND ASSESSMENT COORDINATOR.

1. Each year for the first two (2) years: 5%
2. Each year beginning the third year: 6%
3. Each year beginning the sixth year: 8%

C. PAY RATE FOR COUNSELORS AND VOCATIONAL EDUCATION COORDINATORS FOR WORK PERFORMED OUTSIDE OF THE SCHOOL YEAR:

1. Two weeks' extra pay for two (2) extra weeks' duty; one (1) week prior to school in September and one (1) week following school in June.
2. Pay shall be based on the summer work pay rate as described in Article III, Section M Counselors will be paid at a rate of \$26 per hour.

D. SENIOR HIGH SCHOOL EXTRA DUTY PAY RATES:

1. Senior Class Sponsor, Per year 5%
2. Junior Class Sponsor, Per Year 4%
3. Sophomore Class Sponsor, Per Year 3.2%
4. Freshman Class Sponsor, Per Year 2.6%
5. Play Director, Per Play 5%
6. Musical Director, Per Play 4%
7. Stage Crew Director, Per Play 2%
8. Yearbook Sponsor, Per Year 5%
9. Newspaper Sponsor, Per Issue .5%
10. Forensic Sponsor, Per Year 4%
11. Choral Director (Can include Middle School Choral) Per Year 4.5%
12. Band Director, Per Year 6.1%
13. National Honor Society 4%
14. OTC Coordinator - 4%
15. TV Productions – 5% Per Year
16. Fall and Winter Color Guard - 2% per season
17. NCA Chairperson: Years 1-4: 3% of Master's Zero if no release period is provided.
Final Year: 4% of Master's Zero if no release period is provided.
18. Academic Games – 5%
19. Robotics – 5%
20. Link Crew Coordinator/Teachers –1% (10/11 11/12), one coordinator may receive an additional planning period to organize Link Crew and Ninth Grade Academy Activities
21. Freshman Focus Teachers – 1% (10/11 11/12 sy)

E. MIDDLE SCHOOL - EXTRA DUTY PAY RATES

1. Newspaper Sponsor, Per Issue .4%
2. Band Director, Per Year 5%
3. Yearbook Sponsor, Per Year 2.6%
4. Choral Director, if performed by someone other than the Senior High School Choral Director 3.2%

5. Play Director, Per Play 2.6%
6. Camp Coordinator, 1.5%
7. Camp Attendance, Per Week 1.5%
8. Space Camp Attendance, Per Day .26%
9. After-School Activities Director, 2.5% per session
10. Lunchtime Activities Sponsor, 4.5% per year
11. Academic Enhancement Resource Teacher, 5.5% per year
12. NCA Chairperson: Years 1-4: 3% of Master's Zero if no release period is provided.
Final Year: 4% of Master's Zero if no release period is provided.
13. Academic Games - 4%

F. ELEMENTARY SCHOOL EXTRA DUTY PAY RATES:

1. Safety Patrol Sponsor, Per Year 2%
2. Service Squad Sponsor, Per Year 1.5%
3. Band Director, Per Year 3.2%
4. Teacher-in-Charge, 2% annual
5. Science Coordinator, 1% annual
6. Miscellaneous, 1%
7. NCA Chairperson: Years 1-4: 3% of Master's Zero if no release period is provided
Final Year: 4% of Master's Zero if no release period is provided.
8. Camp Coordinator – 1.5%
9. Camp Attendance, Per Day, .26%
10. Camp Attendance, Per Week, 1.5%

G. MISCELLANEOUS DUTY RATES:

1. Academic Enhancement Activities 1.0%

(a) Science Fair	(i) Interact
(b) Science Olympiad	(j) Diversity
(c) Ethnic Festival	(k) Senior Rampage
(d) Art Fair	(l) Ramifications
(e) Future Problem Solving	(m) SADD
(f) Thespians	(n) Earthsmart
(g) Renaissance	(o) Equations
(h) Knowledge Master	(p) Robotics
2. Chaperones and sponsors of special events 0.10%

H. LAMPHERE CENTER:

Special Olympics Head Coach (per sport) – 1% MA-Zero
Special Olympics Asst. Coach (per sport) – 0.5 MA-Zero

I. SECONDARY INTRAMURAL RATES:

1. High School Intramural Sponsor: 2% of MA – Zero Step per semester
2. Middle School Intramural Sponsor: 2% of MA-Zero Step per semester

J. ATHLETIC DEPARTMENT POSITIONS PAY RATES:

All coaching positions shall be paid as a percentage of the B.A. track of Schedule A, based on the 2009/2010 salary schedule, according to years of experience in a given sport as determined by the Superintendent.

1. High School Positions:

FOOTBALL

10% Head Coach
8% Varsity Asst.
8% Jr. Varsity
7% Assts. No 2 & 3

BASKETBALL

10% Head Varsity
8% Jr. Varsity
7% Assistant

WRESTLING

10% Head Coach
8% Jr. Varsity

SWIMMING

10% Head Coach
8% Jr. Varsity

SOFTBALL

7% Head Coach
5% Jr. Varsity

BASEBALL

7% Head Varsity
5% Jr. Varsity

TRACK

7% Head Coach
5% Jr. Varsity/Asst.

CROSS COUNTRY

7% Head Coach
5% Assistant Coach

HOCKEY

5% Head Coach
3% Asst. Coach

VOLLEY BALL

10% Head Coach
8% Jr. Varsity

GYMNASTICS

7% Head Coach
5% Assistant

SOCCER

7% Head Coach
5% Jr. Varsity

Varsity/Jr. Varsity

CHEERLEADING

3% per season

Varsity/Jr. Varsity

DANCE

3% per season/per team

TENNIS

5% Head Coach
3% JV/Asst

BLDG. ATHLETIC DIRECTOR

10% - High School
5% - Middle School

GOLF

5% Head Coach
3% Jr. Varsity Asst.

SKIING

6% Head Coach

2. 9th Grade Positions:

FOOTBALL

7% Head Coach
5% Asst. Coach

BASEBALL

5% Head Coach

BASKETBALL

7% Head Coach

SWIMMING

7% Head Coach

VOLLEYBALL

7% Head Coach

TRACK

5% Head Coach

WRESTLING

7% Head Coach

SOFTBALL

5% Head Coach

CHEERLEADING

3% Per Season

3. Middle School Positions - 7th & 8th Grades:

FOOTBALL-7th/8th Gr.

5% Head Coach
5% Asst. Coach

BASKETBALL-7th Gr.

5% Head Coach

TRACK-7TH/8TH GR

4% Head Coach

BASEBALL-7th/8th Gr.

4% Head Coach

BASKETBALL-8th Gr.

5% Head Coach

SOFTBALL-7th/8th GR

4% Head Coach

VOLLEYBALL-7th/8th Gr.

5% Head Coach
3% Asst. Coach

WRESTLING-7TH/8TH GR

5% Head Coach

SWIMMING-7TH /8TH GR

5% Head Coach

CHEERLEADING -7th/8th Gr.

2% Per Season

M.S. BLDG ATHLETIC DIRECTOR

5%

**SCHEDULE B – 2010-2011 & 2011-2012
Based on 2009/2010 Salary Scale**

TEACHERS HIRED BEFORE JULY 1, 2008 2009-2010 SALARY SCHEDULE						
STEP	A	B	C	D	E	F
	BA	BA+20	BA+50 MA	MA+15	MA+30	MA+45 Ed.Sp. Ed.D
0	38027	40170	41872	43589	44872	46150
0.5	40502	42697	44549	45008	47626	48929
1	42029	44234	46197	47954	49262	50576
1.5	43130	45319	47845	49601	50903	52216
2	44234	46409	49263	51020	52329	53639
2.5	45319	47511	50903	52656	53967	55286
3	46409	48606	52329	54087	55394	56713
3.5	47159	50089	53967	55725	57036	58351
4	48606	50795	55394	57145	58468	59775
4.5	49702	51894	57036	58783	60102	61413
5	51894	54087	59335	61087	62405	63713
5.5	52987	55166	60981	62732	64048	65356
6	55166	57365	63285	65026	66345	67655
6.5	56266	58468	64919	66670	67985	69309
7	58468	60651	67225	69005	70287	71602
7.5	59552	61742	68853	70610	71924	73241
8	62405	64593	71602	73350	74665	75978
8.5	63494	65696	73241	74990	76300	77622
9	66345	68533	75978	77731	79042	80363
9.5	67438	69624	77622	79369	80686	81991
10	70992	73193	81792	83568	84889	86215

SCHEDULE B – 2010-2011 & 2011-2012
Based on 2009/2010 Salary Scale Rates

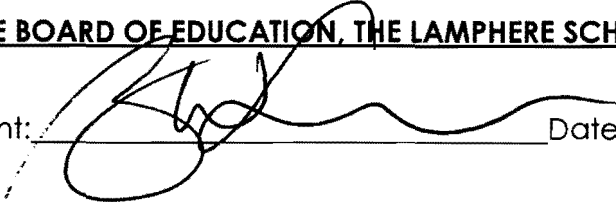
TEACHERS HIRED AFTER JULY 1, 2008						
2009-2010 SALARY SCHEDULE						
STEP	A		C		E	F
	BA		BA+50 MA		MA+30	MA+45 Ed.Sp. Ed.D
0	38027		41872		44872	46150
0.5	40502		44549		47626	48929
1	42029		46197		49262	50576
1.5	43130		47845		50903	52216
2	44234		49263		52329	53639
2.5	45319		50903		53967	55286
3	46409		52329		55394	56713
3.5	47159		53967		57036	58351
4	48606		55394		58468	59775
4.5	49702		57036		60102	61413
5	51894		59335		62405	63713
5.5	52987		60981		64048	65356
6	55166		63285		66345	67655
6.5	56266		64919		67985	69309
7	58468		67225		70287	71602
7.5	59552		68853		71924	73241
8	62405		71602		74665	75978
8.5	63494		73241		76300	77622
9	66345		75978		79042	80363
9.5	67438		77622		80686	81991
10	70992		81792		84889	86215

**ARTICLE XVIII
DURATION AND SIGNATURE**

The provisions of this Agreement shall be effective as of Tuesday, August 31, 2010, and shall continue in full force and effect until 11:59 p.m. of Labor Day, of the year 2012, or until 11:59 p.m. of the day prior to the scheduled start of school for the year 2012, whichever occurs first.

IN WITNESS WHEREOF, the parties hereunto set their hands,

FOR THE BOARD OF EDUCATION, THE LAMPHERE SCHOOLS

President:  Date: 11/29/10

Witness: Julieanne Cedeno Date: 11/29/10

Secretary: Diane E. Beckhus Date: 11/29/10

Witness: Julieanne Cedeno Date: 11/29/10

FOR THE LAMPHERE FEDERATION OF TEACHERS

President: Judy Schram Date: 11/29/10

Witness: Pat Bowden Date: 11/29/10

Secretary: Janet S. Kenyon Date: 11/29/10

Witness: Pat Bowden Date: 11/29/10

ADDENDUM

Letter of Understanding Between The Lamphere Board of Education and The Lamphere Federation of Teachers

Pursuant to discussions with the Lamphere Board of Education and the Lamphere Federation of Teachers, it is agreed to implement the Lamphere Mentor Program as outlined below effective with the 1999-2000 school year.

1. Teacher mentors may be provided release time from their normal teaching schedule to perform their duties.
 - A. While it is impossible to formulate mentor-mentee ratios that would appropriately address all circumstances, the district will work toward an approximate ratio of five (5) mentees per release hour.
 - B. In the event that a mentor is assigned fewer than five (5) mentees, and/or the district does not provide a release hour, the mentor will receive the stipend as outlined in this Letter of Understanding and may be provided with release time as approved by the administration.

(By way of example, it is recognized that first year teachers will require the most assistance. Therefore, five first year teachers would warrant a release hour. However, if the five teachers consisted of four or five third year teachers, it is conceivable that it would not warrant a release hour.)

2. Teacher mentors may serve as a released hour(s) mentor for a maximum of two (2) consecutive years, after which they will return to a classroom position. It will be attempted to return the teacher to the same assignment he/she had prior to becoming a mentor, however it is recognized that there may be circumstances which prevent this from occurring.
3. Teacher mentor positions will be posted, and qualified Lamphere teachers may apply. The interview committee will be comprised of three (3) teachers to be selected by the Federation and four (4) administrators to be selected by the Superintendent or his designee for the first selection of mentors. The second selection committee will be comprised of four (4) teachers to be selected by the Federation and three (3) administrators to be selected by the Superintendent or his designee. Each time thereafter, the committee arrangement reverses itself as noted above.
4. The teacher mentor and/or his/her observation notes/reports shall not be considered or used as evidence in any future grievances, arbitrations, court, administrative, tenure or other proceedings.

5. The teacher mentor will serve as a coach, resource person, advisor, staff developer, and role model for the mentee and shall not participate in the evaluation process.
6. The teacher mentor will work cooperatively with the administration in the preparation of a "new teacher handbook" and the hosting of a two day orientation for new teachers prior to the start of each school year.
7. In addition to other duties, the mentor will prepare and present a series of workshops throughout the school year for new teachers. Teachers attending the workshops will be credited, as allowed, with time toward their 15 day in-service requirement.
8. The work day of the mentor may be adjusted from time to time, with administrative approval, to compensate for after school presentations or workshops. However, it is understood that the mentor will have to spend some time beyond normal work hours to complete his/her duties.
9. The mentor will receive a stipend as follows:

With release time:	\$400/School Year
Without release time:	\$400/mentee for 1st year teachers/School Year
	\$300/mentee for 2nd year teachers/School Year
	\$200/mentee for 3rd year teachers/School Year
10. As part of their first year requirement, first year teachers in Lamphere will attend a two day orientation session prior to the start of the school year. These two days will serve to fulfill part of the state mandated 15 day in-service requirement for new teachers.
11. Pursuant to state mandate, all teachers shall be assigned a mentor during their first three years in the teaching profession. Further, all teachers new to The Lamphere Schools will be assigned a mentor during their first year of employment.
12. With thirty (30) days written notice, either party can terminate participation in the plan at any time. Both parties agree to attempt to resolve any differences or problems that may occur before issuing termination notice.

For the Lamphere Board of Education

For the Lamphere Federation of Teachers

 Signature on file
 Marsha Pando
 Director of Human Resources

 Signature on file
 Judy Schram
 President, LFT

 Date

 Date