

Master Agreement

between

**BOARD OF EDUCATION
of the
LAPEER COMMUNITY SCHOOLS
and
LAPEER EDUCATION ASSOCIATION**

2020-2022

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AGREEMENT

This agreement entered into the 4th day of December, 2019, by and between the **BOARD OF EDUCATION OF THE LAPEER COMMUNITY SCHOOLS**, Lapeer County, Michigan, hereinafter called the "Board" and the **LAPEER EDUCATION ASSOCIATION**, hereinafter called the "Association".

WITNESSETH

WHEREAS, the Board and the Association recognize and declare that providing a quality education for the children of Lapeer is their mutual aim and that the character of such education depends predominately upon the quality and morale of the teaching service, and

WHEREAS, the Board has a statutory obligation pursuant to Michigan Public Acts to bargain with the Association as the exclusive representative of its teaching personnel with respect to hours, wages, terms and conditions of employment, and

It is agreed:

ARTICLE 1 RECOGNITION

- A. The Board hereby recognizes the Association as the sole and exclusive bargaining representative for all certificated, non-supervisory personnel, whether on leave, employed, or to be employed by the Board; also to include counselors, library media specialists, speech therapists, psychologists, and social workers, hereinafter referred to as "non-classroom professionals". Such representation shall exclude the superintendent, assistant superintendents, personnel directors, business manager, administrative assistants, principals, assistant principals, athletic directors, deans of students, and all other positions which are supervisory within the meaning of PERA.

The term "teacher", when used hereinafter in the Agreement shall refer to all employees represented by the Association in the bargaining or negotiating unit as above defined.

- B. The Board agrees not to negotiate with any teachers' organization other than the Association with respect to teachers in the bargaining unit for the duration of this Agreement.
- C. Freedom to Work and Payroll Deductions

Freedom to Work

Bargaining unit members have the right to become or remain a member of, or refrain from becoming or remaining a member of, the LEA without interference, coercion, or restraint from the Board or the LEA. The Board shall not discipline, discharge, or otherwise discriminate against any employee because of the employee's election regarding membership in, affiliation with, or financial support of the LEA. Bargaining unit members joining the Association shall pay dues and assessments to the Association in accordance with its policies and procedures.

In the event of any legal action against Lapeer Community Schools, its Board of Education, individual Board of Education members, both past and present, or executive and administrative employees, both past and present brought in a court or administrative agency because of its compliance with this Article, the Association agrees to defend such action, at its own expense and through its own counsel, provided:

- a. The Employer gives timely notice of such action to the Association and permits the Association intervention as a party if it so desires, and
- b. The Employer gives full and complete cooperation to the Association and its counsel in securing and giving evidence, obtaining witnesses, and making relevant information available at both trial and appellate levels.
- c. The Association shall have complete authority to compromise and settle all claims which it defends under this section.

The Association agrees that in any action so defended, it will indemnify and hold harmless Lapeer Community Schools, its Board of Education, individual Board of Education members, both past and present, or executive and administrative employees, both past and present from any liability for damages and costs imposed by a final judgment of a court or administrative agency as a direct consequence of the Employer's compliance with this Article I, but this does not include any liability for unemployment compensation paid under the Michigan Employment Security Act.

Payroll Deductions

Payroll deductions shall be available for United Way, Flint Area Employees Credit Union, and any other program jointly approved by the Union and the Board.

**ARTICLE 2
BOARD RIGHTS**

- A. The Board, on its own behalf and on behalf of the electors of the district, hereby retains and reserves unto itself, within limitations, all powers, rights, authority, duties and responsibilities conferred upon and invested in it by the laws and the Constitution of the State of Michigan and/or the United States, including, but without limiting the generality of the foregoing: the management and control of such properties and facilities; the determination of all financial policies, grades and courses of instruction, materials used for instruction, and placement of operations; and the selection, direction, transfer, promotion or demotion, discipline or dismissal of all personnel.

The Board reserves the right to make employee accommodations pursuant to Americans with Disabilities Act notwithstanding contrary contract language or prior practices of the district.

- B. The exercise of these powers, rights, authority, duties and responsibilities by the Board, and the adoption of such rules, regulations and policies as it may deem necessary shall be limited only by the specific and expressed terms of this Agreement and by Act 379 of the Michigan Public Acts of 1965. The Board is the sole authority to decide matters that are labeled "prohibited subjects of bargaining" unless otherwise changed by subsequent law.

**ARTICLE 3
ASSOCIATION RIGHTS**

The Association, or any committee thereof, shall have the right to use school buildings and facilities, without charge, for professional meetings for Lapeer teachers, provided the use does not conflict with previously scheduled activities. Bulletin boards in the teachers' lounges and the inter-school mail shall be made available for official business of the Association. Should a shortage of materials or equipment force the Administration to adopt a policy which would restrict their use, the Administration will notify

the Association and building principal of this policy and establish a scale for reimbursement for those materials used by the Association.

The Board agrees to furnish to the Association in response to reasonable requests a single copy of available information concerning the financial resources of the district including annual financial reports and audits and Board adopted budgets. Also, on the same basis, the Association may receive a register of certificated personnel including the salaries paid and educational level. In response to specific requests the Association may receive a single copy of Board meeting minutes of open sessions.

ARTICLE 4 TEACHER RIGHTS AND RESPONSIBILITIES

- A. The Association and the teachers recognize that the basic duty of each teacher is to use his/her skill and expertise in the most effective and proper manner to improve the quality of the educational process in the Lapeer Schools.
- B. Nothing contained herein shall be construed to restrict to any teacher any rights he/she may have under the Michigan General School Laws or Constitution of Michigan and/or of the United States or any applicable state and federal laws and/or regulations.
- C. In order to facilitate the continued improvement of the education process of the Lapeer Schools, to better enable the teachers to fulfill their obligations to the system, and to promote the continued cooperation of the faculty and staff, the Association, teachers, and the Board agree:
 - 1. **Department chairs** will be established and will function as described in Appendix E.
 - 2. **Building Design and Teaching Equipment** – The teachers recognize their obligation to furnish the resource personnel and staff evaluations, recommendations, and educational specifications in order to assist the Board and the administration in the selection of teaching materials and equipment and in the educational design of new or remodeled school buildings.
 - 3. **Discipline Policy** – A Discipline Policy Committee will be formed upon the request of the Association or the Board of Education. The committee will be comprised of members appointed by the Board and the Association. By the appropriate means determined by the Board, families will be informed of the District's policies regarding student behavior and discipline procedures.

The foregoing committees, study groups, or faculty councils shall serve as advisory, consultative and fact-finding bodies only, and the Board shall not be required to adopt any of the recommendations submitted. The Board agrees, however, that the Association and the teachers shall have the right to submit recommendations and views on these subjects.
- D. The provisions of the Agreement shall be applied without regard to race, creed, religion, color, national origin, age (except as defined in tenure act), sex or marital status. The Association also agrees that it will not discriminate against teachers for the above listed reasons.
- E. No teacher other than a non-certificated, non-classroom professional shall be disciplined, reduced in compensation, or dismissed for any reason that is arbitrary or capricious and without observation of due process; provided, however:

1. Probationary teachers shall be subject to dismissal for unsatisfactory teaching performance as determined through the evaluation process.
 2. Reduction in compensation shall not include loss of compensation related to the reduction or eliminating of programs.
- F. If a parental or student complaint directed towards a teacher is to be the basis of any action, other than preliminary administrative investigation, it shall be promptly reported in writing to the teacher concerned. If the aforementioned is not complied with then the complaint may not be placed in the file nor used in any subsequent action against the teachers.
- G. No teacher covered by the terms of this Agreement will be penalized, threatened, punished, or demoted because of any participation in collective bargaining activities.
- H. **Review of Personnel Files** – Each teacher shall have the right, upon request, to review the total contents of his/her personnel file (excepting confidential university credentials). The review will be made in the presence of the administrator (or his/her designee) responsible for the safekeeping of such files.

No material originating after initial employment will be placed in a teacher's file unless the teacher concurrently receives a copy of the material. The administration shall have the teacher initial or sign the original or file copy of evaluative material for the purpose of verifying the teacher's knowledge of the item being placed in the file. Routine non-evaluative communications to the teacher shall include notation that a copy is to be placed in the file. The employee may submit a written notation regarding any material and the same shall be attached to the file copy of the material in question. Such attachments must be submitted within ten (10) workdays of the teacher's notification of the placement of the material in the file. If the employee is asked to sign material placed in his/her file, such signature shall be understood to indicate his/her awareness of the material but in no instance shall said signature be interpreted to mean agreement with the content of the material. In no event will materials be placed in the teacher's personnel file other than allowed for by the Bullard-Plawecki Employee Right to Know Act. Upon request a teacher will receive copies of any non-confidential material in his/her file.

Personnel File Adjustment – If an employee believes that materials placed in his/her file is not job-related or in error, he/she may receive adjustment, provided cause is shown, through the grievance procedure, whereupon the material will be corrected or expunged.

FOIA Requests – In the event of a Freedom of Information Act (FOIA) request pertaining to a teacher, that teacher will be notified of said request prior to the release of any personnel file material(s) to the extent allowed by law.

ARTICLE 5 CALENDAR OUTLINE

- A. Except for establishment of the starting day for the school year, the parties agree that the school calendar is a negotiable item. The currently agreed calendars are set forth in Appendix A.
- B. If a holiday falls on Tuesday, school shall not be in session the preceding Monday. If a holiday falls on a Thursday, school shall not be in session the following Friday.

- C. Parent-Teacher conferences shall be scheduled consistently throughout the school district at each grade level (e.g. elementary, middle, and secondary) unless prior agreement has been reached between the Board and Association. The Board and Association agree that an evening, fall open house of 2 hours duration shall be scheduled for each building at times mutually determined by the parties. An alternate activity may be substituted if mutually agreed by the parties. For each year's schedule, see Appendix A.
- D. The Board shall exclusively retain the authority to cancel all or part of district operations, or to cancel sessions for students on otherwise scheduled school days whenever the Board or its designated agent determines that inclement weather, emergencies, work stoppages or Acts of God deem it advisable to do so. When all or part of the school sessions for students, but not the entire school operation, is canceled teachers shall not be expected to report to work except for sessions designated by calendar or scheduled as Record Days, In-Service Days, or Parent Conference Days. The entire school operation shall be deemed closed when the Central Administration Offices are closed.
- E. Should the administration in its sole judgment be required, for whatever circumstances, to cancel a previously scheduled day for student instruction and thus fail to provide the State required student days of instruction or the State required minimum hours of annual student instruction, the Board and LEA shall mutually schedule makeup day(s) or hours or provide for such days in the annual calendar. Such make-up day in these circumstances shall not result in additional pay to the teacher and shall be considered one of the contractual days. When such a scheduled workday is canceled teachers shall not work even if they have reported. Such cancellation shall be determined by 45 minutes prior to the senior high teaching staff reporting time, unless circumstances preclude such advance notification.

Teachers shall be required to work their normal hours and fulfill their regular responsibilities on any days when school is in session even though there may be reason to expect that the instructional day shall be disallowed for failing to meet State attendance requirements. Should the administration schedule additional teacher work time and student instructional time to meet the instructional days and/or hours State requirement if a previously conducted work/instructional day and/or hours were disallowed by the State, the teacher shall be paid for the additional time based on his/her per diem rate.

On days a delayed start is scheduled into the calendar prior to the start of classes at some or all buildings, for whatever circumstances, teachers shall be expected to work their regular hours (eg. Administration of MME, delayed start professional development, etc.).

On days that the administration releases students early because of weather conditions, teachers shall be released as soon as students have left the building.

On days when a single building is closed for particular problems at that building, teachers will be allowed to leave 15 minutes after all students are dismissed.

ARTICLE 6 THE WORKDAY

The basic workday for full-time teachers will be as referenced below.

Within the basic workday a 25 minute duty-free lunch time shall be provided, except in emergency situations, to each teacher.

The starting time of the student instructional day shall be determined by the Board for each building.

Except for the duty-free lunch, the time within the basic workday that is not specifically scheduled for instructional duties is referred to as planning time and shall be used for preparation, conferences, meetings, and other professional tasks. Such time that occurs prior to the beginning of the student school day at the middle school level, after the end of the student day at the high school level, and before or after the student school day and during specials times at elementary level is for collaborative planning, general school improvement activities, professional development, and individual teacher preparation.

The distribution of this time shall include one day weekly of collaborative planning (department, grade-level, and/or interdisciplinary) at the middle school and high school level and one day every other week at the elementary level, one day a month for general school improvement activities and staff meetings as needed, and one day a month for professional development to fulfill State Professional Development requirements. The above is specified in Appendix A-1 and Appendix A-2 School Calendar consistent with the following: collaborative planning on Tuesday, PD/Individual planning, and general school improvement activities and staff meetings on Thursday. The first Tuesday of each month will be identified for cross-building collaboration between Zemmer Campus and LHS as directed by building administrators.

The length of the teacher workday for collaborative planning, PD or SIP activities on the 6 days a month at the middle and high school level or 4 days a month at the elementary level will be as follows:

*Elementary Traditional	8:20 am – 4:15 pm
*Elementary Year Round	7:50 am – 3:45 pm
Grades 6-7	8:19 AM – 4:10 PM
Grades 8-9	7:35 AM – 3:26 PM
Grades 10-12	7:20 AM – 3:11 PM

* On the 7 days during the school year used to meet State Professional Development requirements the ending/beginning time for elementary schools will be 10 minutes later/earlier than referenced above.

On the remaining days not identified for collaboration, PD or SIP activities, the teacher workday will be established as follows:

*Elementary Traditional	8:20 am – 3:25 pm
*Elementary Year Round	8:40 am – 3:45 pm
Grades 6-7	9:16 AM – 4:10 PM
Grades 8-9	7:35 AM – 2:29 PM
Grades 10-12	7:20 AM – 2:14 PM

For individuals assigned to multi-level positions or single-level positions which have hours flexed from the times listed above, an individual teacher workday will be established consistent with the total amount of time worked as identified in Article 6 but with individual daily start/end times adjusted as needed in order to meet the requirements of the assigned position.

Should the Board elect to implement any change in operation that would necessitate altering the teacher workday times as specified above, the Board and Association mutually agree to alter the teacher work times in an LOA to coincide with the change in operation with understanding that length of the teacher workday will not exceed the length referenced above.

Full-Time Teacher Daily Instructional Time will be a maximum of:

363 minutes for elementary schools (5 minutes of instructional supervision for grades 1 – 5)

** 336 minutes for middle schools (*20-25 minutes instructional supervision)

** 325 minutes for high schools (*20 minutes instructional supervision).

** subject to minor fluctuation if passing time is increased or decreased

Full-time teachers in the elementary specials (e.g. art, foreign language, music, physical education, and technology) have from 1440 to 1525 minutes of instructional time per week (including 105 minutes of instructional supervision). It is intended that the length of each specials class will be equal. However, it is agreed that elementary specials teachers will not have scheduled classes on the first and last day of student instruction each year but, rather, will use said days for inventorying, distributing instructional materials and supplies, and for planning and coordinating the schedules of specials teachers in conjunction with administration. For assignments that are beyond 1440 minutes of assigned specials instruction per week (i.e. overages), additional compensation will be on a straight percentage basis rounded to two decimal points (e.g. to .12%). Full-time assignments that are comprised of less than 1525 minutes of assigned specials instruction per week can be assigned by the building principal to other teaching duties (e.g. co-teaching, RtI, and tutoring).

ARTICLE 7 PUPIL-TEACHER RATIOS AND CLASS SCHEDULES

Adequate staffing is an essential element for effective instructional programs.

A. Elementary Buildings Class Size Standards:

E/5	District wide pupil-teacher ratio	21 to 1
K	District wide pupil-teacher ratio	26 to 1
1-5	District wide pupil-teacher ratio	27 to 1

B. The following conditions shall apply for staffing at the various buildings and instructional levels.

1. The Board shall endeavor, whenever possible and reasonable, by student assignments, to maintain pupil enrollments by grade in a building so that split classrooms can be avoided and to have each individual building ratio as close as possible to the district standards.
2. The building staff and principal shall mutually make student classroom assignments in such a way as to provide the most effective instruction and to balance teacher responsibilities.
3. Classroom-teacher assignments may be made in such a manner as to ensure that the district can qualify for any incentive funds in the State Aid bill based on class size averages.
4. When the district Pupil-Regular Classroom Teacher Ratios are exceeded in a building for grades 1-5 collectively or in an individual classroom at E5-K, additional instructional paraprofessionals will be provided no later than the fall official membership count date in September/October as follows:

E5: If a classroom exceeds the maximum by more than 10 percent, a two hour instructional paraprofessional, exclusive of any other instructional paraprofessional time, will be assigned to the classroom.

K: If a classroom exceeds the maximum by more than 20 percent, a two hour instructional paraprofessional, exclusive of any other instructional paraprofessional time, will be assigned to the classroom.

1-5 : If the building 1-5 Pupil-Regular Classroom Teacher ratio exceeds the district wide ratio:

3 hours of instructional paraprofessional time will be provided at 28.1

4 hours of instructional paraprofessional time will be provided at 28.6

5 hours of instructional paraprofessional time will be provided at 29.1

6 hours of instructional paraprofessional time will be provided at 29.6

7 hours of instructional paraprofessional time will be provided at 30.0

Add a teacher at more than 30.0

All ratios will be determined to one decimal place using standard rounding off rules. The ESC provide input regarding the use of this additional instructional paraprofessional time.

Note: A building with 9 regular classrooms or less will receive 1/2 of the instructional paraprofessional time in B.4. A building with 19 or more regular classrooms will receive 1/2 more instructional paraprofessional time as specified in B.5.

Instructional paraprofessionals will be maintained, added, or eliminated following the official membership count date in February.

5. Middle School and High School Student Maximums

The following standards will not be applicable to physical education, music, or iConnect. Teachers with assignments at both the middle and high school level will have individual student maximums calculated based on the number of classes being taught at each level. For example, a teacher with 2 middle level classes and 3 high school classes will have a total maximum of 168 (2 at 33 each and 3 at 34 each).

Middle Level (6-8):

Teachers teaching 6 periods per day – 198 students per school day

Teachers teaching 5 periods per day – 165 students per school day

Teachers teaching 4 periods per day – 132 students per school day

High School (9-12):

Teachers teaching 6 periods per day – 204 students per school day

Teachers teaching 5 periods per day – 170 students per school day

Teachers teaching 4 periods per day – 136 students per school day

C. Teachers engaged in co-teaching (ie. regular ed and special ed) shall not be assigned more than the above student per day teaching loads on a weekly average basis per teacher.

- D. At the middle and high school level, whenever feasible, student schedule changes will be used to satisfy the ratio requirements. When this alternative does not satisfy the requirement, teacher assignments may be changed to satisfy the requirement.

If, as determined by management, ratio requirements are unable to effectively be implemented utilizing either of these two methods (adjusting student schedules or teacher schedules) by the official student count day, (fall count day for first semester, winter count day for second semester), secondary teachers with student ratios that exceed the maximums identified in "5" above (not to exceed 10 students, unless authorized by the individual teacher), will be paid additional compensation for each student exceeding the maximum for the full first semester or second semester calculated as follows:

Base Wage of Teacher's Semester Salary (Annual Salary divided by 2), divided by maximum number of students (as defined in 5), equals individual student rate. This rate is multiplied by the total number of students over the maximum. Additional compensation for first semester will be paid by the first pay in November. Additional compensation for second semester will be paid by the first pay in March.

- 1) Actual Base Wage Teacher Salary Amount/2 = Semester Annual Salary Amount
Examples

Actual Base Wage Teacher Salary	Semester Annual Salary Amount
\$75,000	\$37,500

- 2) Semester annual salary amount/maximum number of students = per student rate
Examples

Semester Annual Salary Amount	maximum number of students	per student rate
\$37,500	165	\$227.27

- 3) Per Student Rate X Number of students over maximum = Additional compensation amount for first or second semester
Examples

per student rate	Number of students in excess of maximum	Additional compensation amount for first/second semester
\$227.27	5	\$1,136.35

If beginning on the 11th day of a school semester (first or second), a teacher's maximum is exceeded but is rectified before the fall or winter official count day, thus resulting in the teacher not receiving additional compensation as listed above, the impacted teacher will receive compensatory time as follows, allocated no later than the first pay in November for first semester and no later than the first pay in March for second semester:

# of students over maximum	Compensatory Time
1-5	½ day comp time
6-10	1 day comp time

For the time period prior to the 11th day of a semester or after the official count day, student schedule changes and teacher schedule adjustments will be the **only** method of resolution considered and/or applied until the next count day period. Class size maximums as identified in Article 7, B. 5, are provided compensation or compensatory time when it has been determined that identified ratio requirements are exceeded between the 11th day of a semester and the official count day within the semester. Once the determination has been made, these resolutions will not be adjusted, nor will new compensation amounts be determined based on student enrollment changes that occur after the determination has been made based on the count day. For example, if it is determined (as in the example listed above) a teacher is to receive an additional \$1,136.35 for exceeding his/her maximum by 5 students on the fall count day and in November, two students are dropped from the class and therefore the actual number at that time is exceeded by only 3, the stipend amount for the teacher will NOT be adjusted and will remain as calculated based on the five students at \$1,136.35. Conversely, if a teacher is not exceeding the class size maximum on the fall count day and in November two (2) new students enroll and class sizes cannot be balanced by student or teacher schedule adjustments, no additional compensation or comp time will be authorized until review at the winter official count day.

E. When the District has inadequate financial resources, in the sole judgment of the School Board, to satisfy these staffing conditions, the Board shall determine the specific conditions of Article 7., pertaining to paraprofessional support, to be suspended. The Board shall retain the sole right to determine the resources available in the various parts of the total District program and the right to determine paraprofessional staffing.

F. Teaching Schedule

1. Full Time Assignments

a. 6-12 Teachers

The basic teaching schedule for full-time 6-12 teacher shall consist of one less class than the number of classes taken by full-time students plus (1) Iconnect/seminar period. One or more of these classes may be other assigned duties. 6-12 teachers will teach 5 out of 6 classes plus 1 Iconnect/seminar unless the parties agree to another teaching schedule. Unless agreed to as referenced below, no 6-12 teacher will have more than three (3) preparations plus Iconnect/seminar period.

b. 6-8 Middle Level Elective

Full-time middle school elective-only teachers will be assigned five (5) elective classes and one (1) iConnect per day. Elective-only teachers will have time without students during the student school day that is equivalent in total minutes to one (1) middle school elective period.

If a teacher agrees to four (4) preparations or more in order to maintain a full teaching schedule, it will be allowed.

Though the administration will strive to minimize the number of daily preparations, due to the uncertainty of student demand for electives and the contractual goal to develop full-time positions when feasible, there is no limitation on the number of preparations for middle level elective only teachers.

2. Overage

A. 6-12 Teachers

A full-time 6-12 school teacher who teaches 5 out of 6 classes and teaches a class during what otherwise would be his/her individual conference period is

compensated an additional 18.18% for the semester the additional class is taught. Payment for teaching full time plus an additional class is calculated as 118.18% of the full-time salary for each semester in which the additional class is taught . For example, a full-time teacher whose annual salary is \$75,000 with an overage for one semester would receive additional compensation calculated as follows with the example being a second semester overage.

$$\$75,000/2 = \$37,500$$

Full-time salary divided by the number of terms in a school year = Per Term Salary

$$\$37,500 \times .1818 = \$6,817.50$$

Per term salary multiplied by amount of overage within the term (i.e. 1/5 = 18.18%) = Amount of overage)

$$\$37,500 + \$6,817.50 = \$44,317.50$$

Per term salary plus overage amount = Amount of salary for term of overage

$$\$37,500 + \$44,317.50 = \$81,817.50 \quad \text{Total Yearly Salary}$$

B. Specials Teachers

Compensation for specials overages pertaining to teachers who are not full-time elementary specials teachers is based on the number of minutes taught in an elementary specials assignment that is more than the total minutes in the prorated elementary specials assignment (e.g. a half-time elementary specials teacher overage would be calculated based on the number of minutes beyond 710 that said teacher teaches in an elementary specials assignment).

3. Less than Full Time

A. 6-12 Teachers

Teachers who are assigned less than full-time at the 6-12 level are compensated for each class taught as follows:

- 1.) Core Content or Elective Class 18.18% (for 5 full year classes or 9.09% for each of 10 sections)
- 2.) iConnect 9.09% (one-half of one elective)(for 1 full year iConnect or 4.55% for each of 2 iConnect sections)

For example, a teacher whose annual salary is \$75,000 and who teaches 5 out of 10 classes during the school year and no Iconnect/seminar would receive salary calculated as follows:

$$5 \times 9.09\% = 45.45\%$$

Number of classes taught multiplied by annual percentage per class = yearly percentage.

$$\$75,000 \times 45.45\% = \$34,087.50$$

Annual salary multiplied by yearly percentage = Total Yearly Salary

B. Specials Teachers

Compensation for less than full-time elementary specials assignments also is based on a straight percentage basis rounded to two decimal points.

**ARTICLE 8
MILEAGE REIMBURSEMENT**

In arranging schedules for teachers who are assigned to more than one school, an effort will be made to limit the amount of interschool travel. Teachers who are assigned to more than one school in any school day shall receive the IRS approved reimbursement per mile for all inter-school travel. Travel shall be authorized and limited by the Administration in accordance with past practices. Employees may request reimbursement on a monthly basis. The final monthly request during any school year must be submitted to the Business Office no later than three (3) working days following the teachers' last workday of the schoolyear. Reimbursement requests submitted after that date shall be denied.

**ARTICLE 9
STAFFING AND NOTICE OF BUILDING CONFIGURATION CHANGES**

A. Staffing

Vacant positions shall be publicized by the Board to all unit members through district email accounts. Procedures for assignment and transfer can be found in Administrative Guideline 3130.

B. Notice of Building Configuration Changes

The Association shall be notified within three (3) workdays of any Board decision to close a building, merge two or more schools, revise a building's grade configuration, open a building, move an educational program, or change a building's educational design.

**ARTICLE 10
MEDICAL EXAMINATION**

- A. If the Board requires a medical examination, any person who is employed as a teacher in the Lapeer Schools shall be examined by a Board appointed licensed physician who shall file a written report to the superintendent of the teacher's medical condition.
- B. The cost of medical examinations required by the Board will be subject to Board expense.

**ARTICLE 11
PROCEDURE WHEN ABSENT BECAUSE OF ILLNESS**

When a teacher finds it necessary to be absent from his/her regular teaching assignment because of illness, he/she will report such absence in accordance to district procedures as soon as the need for a substitute is known and no later than one hour prior to the teacher's starting time of the morning needed, except under extenuating circumstances. Teachers shall normally be responsible for providing adequate lesson plans for substitutes.

**ARTICLE 12
LEAVE**

The annual contract of every teacher shall become effective on the date he/she begins service in the school district, and at such time, unless otherwise herein provided, he/she will be entitled to the following leave provisions.

The teacher has an individual and collective contractual obligation to report to work on each contracted workday. The leave policies here set forth provide for the reasonable absences from work. Any

absence other than for those provided shall be considered unapproved leave and be subject to appropriate payroll deduction.

A working day shall be considered to include the following paid leave days: bereavement, personal business days, jury duty, compulsory absence, professional leave days, previously earned sick days, sick bank days, Association days, or personal emergency days. Any absence occurring that is not covered by leave time will be deducted at time of absence. If school is canceled and the teacher has requested a leave, leave time will not be deducted providing the substitute has not reported.

A. Personal/Family Illness or Disability

1. At the beginning of every school year, a teacher shall be credited with ten (10) days of sick leave minus any days needed for the Association to assess for the Sick Leave Bank (SLB). The unused portion shall accumulate as determined in Article 19, Section H.
2. New hires commencing work after the beginning day of school, and teachers working less than the normal school year (including a teacher who goes on unpaid leave during the school year), in a regular program, shall be credited sick days on the pro-rata basis of one day per every month worked during the teacher work year. (e.g. a teacher hired in January will be credited 6 days total, one for each month January-June) Further, in situations where teachers begin the year using days advanced by the Sick Leave Bank as referenced below, the Sick Leave Bank will be credited with days based on the same proration.
3. Teachers working full year assignments which are less than full time will be credited sick days prorated to the same percentage as their assignment. (e.g. a teacher assigned to a 30% position would receive 3 sick days annually based on $30\% \times 10 = 3$.)
4. A teacher absent from duty because of personal illness or temporary disability which shall include illness in the immediate family shall be paid his/her full salary for the period of such absence, not to exceed the individual's advanced and accumulated sick leave time and granted sick bank days.
5. Immediate family shall include the employee's spouse, children, father, mother, brother, sister or any other person whose relationship is equivalent to that of a household relative. In addition, sick leave credit may be used by the teacher for critical illness or death of his/her grandparents or grandchildren, son-in-law daughter-in-law, father-in-law, mother-in-law, brother-in-law and sister-in-law.
6. If, at the beginning of any school year, a teacher is ill and unable to resume his/her teaching duties in this school system, and such teacher has accumulated sick leave, he/she will be allowed to use such previously accumulated sick leave days while he/she remains ill and unable to work, provided he/she is not otherwise employed. Such a teacher will not be credited with any additional leave days until he/she has returned to his/her teaching duties. Upon return the teacher will be credited with days pursuant to the pro-rata basis specified previously minus any days assessed that school year by the SLB prior to the teacher's return to work (such assessment will be on the same pro-rata basis). The teacher may apply three (3) of these days at the end of the school year to reimburse said teacher for days lost while fulfilling eligibility requirements for the sick bank should the Sick Leave Bank require loss of days prior to eligibility.
7. When a teacher has been absent because of personal or immediate family illness or disability for ten (10) consecutive workdays, the teacher shall no longer be entitled sick leave benefits until a doctor's statement is provided confirming the illness or disability. Such statement should include, when possible, the approximate date for returning to active employment. Upon receipt of such statement said benefits will be

reinstated with no loss of benefits for days in the intervening period. No actual payroll deductions shall be made related to this provision prior to allowing the employee five (5) working days to provide the doctor's statement. Such doctor's statement shall be accepted without requirement for additional medical verification.

8. A teacher absent because of personal or immediate family illness or disability for thirty (30) consecutive workdays may be required, upon reasonable notice and if reasonable doubt exists concerning the illness or disability, to submit additional, acceptable verification.
9. While a teacher is absent, and using personal or Sick Bank sick leave days, his/her status in all contractual benefits, rights, and privileges remain the same as if the teacher was actively working.
10. Any teacher whose own illness (not illness of immediate family) extends beyond the period of compensation provided by accumulated sick leave provisions shall be granted a leave of absence without pay or fringe benefits, except as paid by the teacher or as otherwise provided for in this contract, for such time necessary for complete recovery from such illness. Any teacher on leave of absence without pay or fringe benefits, except as paid by the teacher or as otherwise provided in this contract shall not be entitled to advancement on the salary schedule. Upon return from leave of absence within one (1) year of commencement of said unpaid leave, the Board will return the teacher to a position similar to the position held at the time the leave was initiated (unless such job has been abolished in a general instruction change). If such leave extends beyond one year, the Board will return the teacher to a position which is available, that is vacant, and for which the teacher is certified.
11. Any teacher who is absent because of an injury or disease compensable under the Michigan Workmen's Compensation Law shall receive, from the Board, the difference between the disability benefits provided by the Workmen's Compensation Law and the sick leave benefits herein provided. To the extent that the Board makes payment to the teacher for the portion of his/her salary not reimbursed under the Workmen's Compensation Law, said partial payments shall be charged pro rata against the teacher's accumulated sick leave or approved sick bank days.

B. Sick Leave Bank (SLB)

The purpose of the sick leave bank program is to provide income protection for employees to the extent listed during periods of involuntary absence due to **personal** illness or disability prior to the time an individual may otherwise apply for long-term disability as referenced in Article 19. A.

The Board in 1975-76 contributed 145 days after which the Association will furnish days assessed from the (10) days granted to each teacher.

Personal business leave days are retained by teachers who are utilizing days awarded by the SLB or while on long-term disability. Also, teachers may elect to convert personal business leave days to accumulated sick days at the initiation of use of days awarded by the SLB.

The bank shall be administered by the Association to determine those eligible for withdrawal and shall function according to the provisions as outlined by the LEA in their bylaws, website and any other document deemed necessary by the union. The LEA has the sole responsibility and right to administer the sick bank.

Additional information regarding the SLB can be found on the Association website.

C. **Bereavement Leave**

1. Bereavement Day

An employee may be absent without loss of pay for up to a total of three (3) working days for the death of a member of the employee's immediate family which shall include father, mother, children, spouse, grandparents, grandchildren, brother, sister, or in-laws of like relationship. These days are not to be deducted from sick leave. An additional two days, if necessary, shall be deducted from sick leave.

2. Funeral Day

Two working days per year shall be allowed for the death of a friend or relative not elsewhere covered in this Agreement. The second day is deductible from available paid time off (sick, personal business or PTO). Documentation to verify appropriate use of time may be required (such as prayer card or copy of obituary).

If additional time is needed for a death other than the above, approval must be obtained from the Superintendent of Schools or his/her designee and any additional time will be deducted from accumulated paid time off.

D. **Personal Business Leave**

Personal business is an absence necessitated by circumstances that are of a personal nature to the employee and cannot be attended to outside the normal working day. Personal business days shall be approved without substantiation or explanation except for the periods of time delineated on the personal business day form, or if reasonable evidence exists to suspect use of personal business day leave for the unapprovable reasons stated on the request form. Due to the difficulty of securing substitutes on Fridays and a past history of excessive personal business day use on Fridays, employees are encouraged to plan for prearranged personal business days on days other than Friday. Employees may be contacted to request a rescheduling of personal business days contingent upon substitute availability.

All employees covered by this Agreement earn two (2) days off per year, with pay, for the purpose of attending to personal business. Personal Business days can accumulate to five (5) days. Any in excess of five (5) will transfer to accumulated sick leave. A person employed or returning from unpaid leave after the beginning of a school year shall be granted personal business days on a pro-rata basis of one day per each one-half of the teacher work year (e.g. in a work year with 188 days, teachers would receive one day for every 94 days worked rounded to the nearest quarter day using standard rounding procedures). A person employed on a part-time basis shall have the days prorated, based upon his/her percentage of time employed.

Special education staff earn three (3) days per year (rather than 2) and accumulate up to five (5) days.

The day(s) must be requested by presenting the Personal Leave Day Form (Appendix B) to the building principal. The leave may be of such a nature that a request in writing ahead of time is not practical. In this event the building principal should be contacted by telephone prior to the absence and the request would be put in writing after return.

It is the district's intent that personal business days are appropriate and typical of the following obligations, although these are not all inclusive: court appearances, scheduled medical examinations, religious holidays, college graduation exercises, real estate transactions, honors convocations honoring the employees or members of his or her immediate family, legal or

financial matters, moving, registration at a university, marriage, and other personal matters of a business nature. Personal business days may not be used for vacation or hunting.

E. **Jury Duty**

Any employee summoned to jury duty shall be paid the employee's regular wage/salary for each working day of absence providing that jury fees, less mileage, are refunded by the employee to the Board. On any day when the employee is not seated on a jury or excused from jury duty, the employee shall report to work unless half of his/her work day would be over by the time the employee could reasonably arrive at work. In order to receive payment under this Section, an employee must give the employer prior notice that said employee has been summoned for jury duty and must furnish satisfactory evidence that jury duty was performed on the days claimed.

F. **Compulsory Absence**

A teacher served with a subpoena resulting in his/her absence shall be paid his/her full salary providing that the witness fees, less mileage, are refunded by the teacher to the Board. No such leave shall be available if said teacher's absence is due to any dispute involving the teacher and the District.

G. **Professional Leave**

A teacher may request a conference day for professional improvement. It is understood that this will be granted at the discretion of the Administration. Policies for approval of expenses shall be established by the Board. The number of teachers who may be absent at any one time would be determined by the Administration. If conference days are curtailed or eliminated due to financial limitations, a Personal Business Day without expenses paid and subject to the criteria for approval of Conference Days, can be used for a Conference Day.

H. **Association Leave**

Fifteen (15) days shall be provided for association leave in the event the Association is desirous of sending representatives to local, state or national conferences conducted by the Association for the furtherance of its own professional purposes, or other business leaves pertinent to Association affairs. Said representatives shall be excused providing the frequency does not impair the quality effect of classroom instruction. When these days accumulate to fifteen (15) in any school year, the Association will reimburse the district for the costs of substitutes for the additional days, and providing that said request for leave has been submitted to the superintendent, consistent with past practice, for his approval as soon as possible prior to the leave. Association business shall be defined as determined by the L.E.A. Executive Board.

I. **Personal Emergency**

One (1) day per year is to be allowed for a personal emergency for circumstances not otherwise provided for in these leave provisions. Such day shall be granted upon request of the teacher and the day will be deducted from accumulated sick leave.

J. **Sabbatical Leave**

A teacher shall be granted a leave of absence without pay or fringe benefits, except as paid by the teacher, for up to two years of graduate study providing the request is submitted by June 30. The teacher will be allowed up to two year's credit on the salary schedule provided he/she satisfactorily completes his/her graduate study. Upon return from graduate study the Board will return the teacher to an available position for which he/she is certified. During the period of such leave the teacher shall, upon request, submit verification of continuing fulfillment of the purpose for the leave. Should the conditions not be fulfilled the teacher shall be subject to immediate recall to an available position for which the teacher is certified.

K. Medical Leave

A teacher may be granted a Medical Leave without pay or fringe benefits, except as paid by the teacher, for up to one (1) year in relation to the illness of a family member. Upon return the teacher shall return to the same position or a similar position for which he/she is certified. The teacher must provide with the request, the statement of a physician, acceptable to the Board, which indicates that there is a medical justification for the leave. The teacher will not advance on the salary schedule if the leave extends more than one-half of the number of teacher workdays in a school year.

L. Military Leave

Any teacher who is called into the armed services of the United States, or who is activated as a member of the reserve forces, or enlists in anticipation of induction, or who enlists during a period of time when this country is actively engaged in open hostility involving acts of warfare, shall be granted a leave of absence without pay or fringe benefits for the period of such absence. Full credit on the salary schedule and uninterrupted seniority shall be granted to those leaving Lapeer's teaching service and returning thereto, provided that the rights under this paragraph will terminate upon any voluntary extension of such military service.

M. Reduction in Staff Leave

During a reduction in staff any teacher may request a leave of absence for a period not to exceed two (2) years without pay or fringe benefits. The leave shall be granted on a first-come, first-served basis if said leave would result in the return of a teacher from the reduction in staff list or avoid the layoff of a teacher currently on staff.

Any teacher requesting a reduction in staff leave prior to July 1, shall be returned during the school year following said leave to the position from which leave is taken unless said position has been abolished. For those employees on the "Displaced Staff Guaranteed a Position" list when such leave is approved, they will be returned to the "Displaced List" for staffing purposes the following school year. Any teacher requesting a reduction in staff leave for two years or any teacher requesting such leave on or following July 1, shall be returned to an available position consistent with seniority and staffing rules prevailing. For all teachers requesting and receiving a reduction in staff leave, medical insurance (or the medical waiver plan, if applicable) shall be provided through August 31 preceding the leave of absence.

N. Personal Leave

Personal Leave, without pay or fringe benefits, may be requested and the individual determination will be at the discretion of the Board of Education. For such a leave that is short-term (e.g. one week versus one trimester/semester) and, therefore, does not result in the termination of fringe benefits, the employee will be charged with the daily value of medical insurance for each day of the leave if the employee carries medical insurance. This daily charge will be calculated by multiplying the employee's monthly medical Cobra rate by twelve and dividing the total by 365. Such charge will occur through payroll deduction on a schedule determined by management. Return rights shall be determined at the time of the request.

O. Parental Leave

Upon written application a teacher shall be granted a Parental Leave for the purpose of care for and/or preparation for a newborn child or the adoption of a child whose age at the time of the adoption does not exceed ten (10) years provided:

1. The employee must submit the request sixty (60) calendar days prior to the commencement of the leave.

2. Verification from a doctor or legal agency must be submitted with the leave request that the employee or employee's spouse is pregnant or to be the parent in a legal adoption procedure.
3.
 - a. The commencement of the leave must be no later than the expected date of delivery or day scheduled for receiving the adopted child or the termination of a medically approved disability leave relating to the birth of a child.
 - b. For leaves which are to commence specifically on date of delivery, or date an adopted child is received, the leave will take effect on the actual date of delivery, or the day the adopted child is placed in the custody of the adopting parent.
 - c. Leaves based on convenience of the employee rather than the delivery date, or date for receiving the child, must commence on the date indicated in the original request unless the leave is canceled.
4. The employee must indicate with the leave request the termination date of the leave as based on the options following:
 - a. **Guaranteed Same Position Option:** A teacher may return to the exact position (unless such job has been eliminated in a general instructional change) if: 1) leave commences during the school year and return is within ninety (90) school days within the same school year; 2) leave commences immediately prior to or during the school year and return is at the beginning of the following school year; or 3) leave is effective at the end of the current school year and request is to return no later than 90 calendar days after the start of the following school year. A parental leave may be extended by written request thirty (30) calendar days prior to the termination of the current leave.
 - b. **Return If A Vacancy Exists Option:** A teacher may set the termination date at the beginning of any trimester/semester within two (2) calendar years from the commencement date of the leave. Following the termination date the teacher will be returned to the first available position for which the teacher is certified; and whenever possible, to a position comparable to that held prior to the leave. If no vacancy exists the teacher shall be placed according to procedures in Article 10.
5. During such parental leave the teacher shall not be entitled to any pay or other fringe benefits. Such leave shall not constitute a break in service and shall not be counted as employment time for the purpose of salary schedule placement or seniority except as otherwise provided in this Agreement.
6. The employee cannot otherwise be employed during the period of such leave. If the employee becomes otherwise employed he/she shall be subject to immediate return to work in an available position for which he/she is certified.

ARTICLE 13 PROTECTION OF TEACHERS

- A. The Board recognizes its responsibility to continue to give administrative backing and support to its teachers, although each teacher bears the primary responsibility for maintaining proper control and discipline in his/her classroom. The teachers recognize that all disciplinary actions and methods invoked by them shall be reasonable and just. The Board further recognizes that

teachers cannot maintain the proper classroom atmosphere when, and if, they are charged with the responsibility of serving as custodians for persistently and/or excessively disruptive students. It shall be the responsibility of the teacher to report immediately to his principal the name of any student who, in the opinion of the teacher, needs particular assistance from skilled personnel. The teacher shall, upon request, be advised by the principal of the disposition of the teacher's report that a particular student needs such assistance.

- B. If criminal or civil proceedings are brought against a teacher arising out of disciplinary action taken by a teacher against a student, the Board, upon request, will provide initial legal counsel to advise the teacher of his/her rights. The Association, after review of the facts of the case, may request the Board to furnish legal counsel to defend the teacher in such proceedings. If the request is denied, a three member committee consisting of a member of the LEA, a member of the Administration, and a member of the Board will review for a final decision on providing counsel.
- C. Time lost by a teacher in connection with any incident involving assault by a student shall not be charged against the teacher.
- D. The Board will reimburse employees for any loss, damage or destruction of clothing or glasses of the employee while fulfilling professional duties and assignments. Vehicle reimbursement will be provided subject to these conditions: 1) the vehicle must have been parked in a designated teacher parking area; 2) the damage must have occurred during regular school hours; 3) a police report must be filed; 4) the damage must be judged by the police to have been vandalism rather than the result of an accident; 5) if the guilty parties are tentatively identified the teacher must assist in the prosecution or discipline of the parties; 6) the maximum reimbursement shall be one hundred dollars (\$100). The Board and Association agree that there shall be no duplication of benefits and such reimbursement will be determined after the employees personal insurance coverage benefits, if any, are deducted from the amount of the claim. This will not include theft. The Board reserves the right to fully investigate with the cooperation of the teacher, the circumstances surrounding such a claim for the purpose of determining whether students or other individuals may be held liable for any such damage.
- E. Except in life threatening or emergency situations no teacher shall be expected to perform medical or hygiene procedures for students such as, but not limited to, suctioning, catheterization, toileting, diapering, or attending to any personal hygiene or medical needs of students. The Board will endeavor to provide ongoing medical and hygiene procedures for students utilizing staff other than classroom teachers. If extenuating circumstances arise in specific situations, the administration may meet with the teacher and an LEA representative to discuss problems and how they will be solved. Any solutions must be mutually agreeable before enacted.

The section is not intended to limit or alter the responsibility of teachers specialized areas such as physical education and athletics.

ARTICLE 14 GRIEVANCE PROCEDURE

- A. Definitions
 - 1. A "grievance" is a claim by a teacher, or a group of teachers, of an alleged violation, misinterpretation or misapplication of any of the provisions of this Agreement.

2. Days - shall be defined as school days. During summer vacation, days shall be defined as those days that the Central Administration Office is normally open for business.

B. Purpose

1. The purpose of the Grievance Procedure is to secure at the lowest possible administrative level, proper solutions to a grievance. Both parties agree that grievance proceedings shall be kept as informal and confidential as appropriate at all levels of the procedure.
2. Nothing herein shall prohibit any aggrieved person from discussing his/her grievance informally with any member of the administration.

C. Procedure

1. The aggrieved teacher, or a designated teacher from a group having the same cause of complaint, may himself, or at the request of the aggrieved, in the company of, or represented by, the appropriate Association Representative who, in any case, shall have the right to attend the meeting, shall present the matter in writing to the principal of the particular school or his/her designated representative within ten (10) school days of the alleged violation or discovery thereof and shall attempt adjustment of the dispute. The principal shall have three (3) school days in which to give a written answer to the complaint at this step.
2. If the grievance is not satisfactorily settled in the foregoing manner, the Association shall have the right, within five (5) school days after the expiration of the three (3) school days allowed for the principal's written answer at Step 1, to submit the grievance in writing to the Superintendent. The Step 2 hearing will be held within five (5) school days of the submission of the written grievance. The Superintendent shall have ten (10) school days to transmit his/her decision and reasons therefore in writing to the Association.
3. If the decision of the Superintendent is not satisfactory to the Association and if the grievance involves an alleged violation, misinterpretation, or misapplication of a specific Article and Section of the Agreement the Association may submit the grievance to Arbitration by written notice delivered to the Superintendent within ten (10) school days after receipt of the Superintendent's answer in Paragraph 2. The written notice shall identify the provisions of the Agreement allegedly violated, shall state the issue involved, and the relief requested. The parties shall attempt, within five (5) school days after receipt of the notice of submission, to agree upon a mutually acceptable arbitrator. If the parties are unable to agree upon an arbitrator, a request for a list of arbitrators will be made to the American Arbitration Association no later than twenty (20) calendar days after receipt of the notice of submission to arbitration unless both parties agree, in writing, to extend the time limitation. The parties will be bound by the rules and procedures of the American Arbitration Association.
4. Powers of the Arbitrator. It shall be the function of the Arbitrator and he/she shall be empowered, except as his/her powers are limited below, after due investigation, to make a decision in writing, setting forth his/her findings and conclusions in a case of alleged violation, misinterpretation or misapplication of a specific Article and Section of this Agreement.

- a. He/she shall have no power to add to, subtract from, alter, or modify any of the terms of this Agreement, nor shall he/she make any decisions which require the commission of an act prohibited by law or requires the Board to reinstate or reemploy any probationary teacher whose services were discontinued for unsatisfactory teaching performance, as determined through the evaluation process.
 - b. Grievances pertaining to the termination of services or failure to reemploy any probationary teacher for unsatisfactory teaching performance, as determined through the evaluation process, will be limited to the second step (Superintendent level) and shall not proceed to arbitration.
5. At the time of the Arbitration Hearing, both the Board and the Association shall have the right to examine and cross examine witnesses. Upon request of either the Board or the Association, or the Arbitrator, a transcript of the Hearing shall be made and furnished the Arbitrator with the Board and the Association having an opportunity to purchase their own copy. At the close of the Hearing, the Arbitrator shall afford the Board and Association a reasonable opportunity to furnish briefs.
6. The fees and expenses of the Arbitrator and the fees and expenses of the Arbitration, including the expense of a transcript, if requested or required by the Arbitrator, shall be shared equally by the Board and the Association. The expenses of, and the compensation of, each and every witness and representative for either the Board or the Association shall be paid by the party producing the witness or having the representative.
7. The Arbitrator's decision, when made in accordance with his/her jurisdiction and authority established by this Agreement, shall be final and binding upon the Association, the employee or employees involved, and the Board, and judgment thereon may be entered in any court of competent jurisdiction.
8. If any tenure teacher or probationary teacher, except for a probationary teacher dismissed for unsatisfactory teaching performance as determined through the evaluation process, for whom a grievance is sustained shall be found to have been discharged for a reason that is arbitrary and capricious, he/she shall be reinstated with full reimbursement to all professional compensation lost and shall be entitled to all provisions of the Agreement retroactive.
9. If the time limits described and defined in this procedure are not observed by the Association, the grievance will be considered to be abandoned. If the time limits described and defined in this particular Grievance Procedure are not observed by the Board, the Association may process the grievance to the next step.
10. Any grievance arising under this Agreement and properly processed under the procedure herein provided shall be considered a live grievance until finally disposed of under the terms of this Contract, regardless of whether the term of this Agreement has expired during the interim.
11. If the grievance arises from action or inaction at a level above the principal, the teacher or group of teachers may submit such grievance, in writing, to the Superintendent directly within ten (10) days of the alleged violation or discovery thereof, and the processing of such grievance shall begin at Step 2.

12. All grievance meetings will be held after school hours unless the time is mutually agreed between the Association and Board.
13. For the purpose of assisting a teacher in the prosecution or defense of any contractual, administrative, or legal proceedings, including, but not limited to, grievances, and tenure proceedings, the Board shall permit a teacher access to and the right to inspect and acquire copies of his/her personnel file and any other files or records of the Board which pertain to the teacher or any issue in the proceedings. Teachers would be allowed to request an official of the Association to be present when reviewing personnel files. The Board shall be held harmless by the Association from any and all claims, demands, suits and other forms of liability by reasons of actions taken by the employee for the purpose of compliance with this section as a result of information divulged by the Association against the wishes of the employee.
14. All documents, communications and records dealing with the processing of a grievance will be filed in a separate grievance file and will not be kept in the Personnel File of any of the participants.
15. Grievances pertaining to assignment and/or recall of non-certificated, non-classroom professionals will be limited to Step 2 (Superintendent's level) and shall not proceed to arbitration if the Association, within ten (10) days of receiving written notice of the assignment and/or recall, had not raised a related objection or concern. Such limitation is reflective of mutual responsibility of the Board and Association for reviewing staffing decisions and ensuring that all staffing matters are handled in accord with contract provisions.

ARTICLE 15 PROFESSIONAL RESPONSIBILITIES

The Association recognizes that strikes, as defined by Section 1 of the Michigan Public Act #336 of 1947 as amended, by teachers are contrary to law and public policy. The Association agrees it will not direct, authorize, instigate, encourage, condone, support or participate in any strike by any teacher or group of teachers and that in the event any such strike should occur, it will exert every effort reasonable within its power to terminate the same forthwith.

ARTICLE 16 EFFECTIVE SCHOOL COMMITTEE

An Effective School Committee (ESC) shall be established at each building to work on matters relating to the school. The number of teachers involved on the Effective School Committee (ESC) and the duration of their term shall be determined independently by the teaching staff at each building, with a minimum number of three (3) teachers and three (3) years being the maximum term. Once the number of teachers on the committee and the length of terms have been determined, teachers in the building will elect their representatives to serve on the ESC. This election will be conducted by the LEA building representative prior to June 1. An additional election may be held at the beginning of the following school year, if indicated by need or interest. All participation on the ESC will be voluntary. It is recognized that this process in no way limits participation on the ESC to exclude other parties with interest in the school.

In reaching decisions, the ESC will use the concept of consensus. It is recognized that consensus is not defined as "rule of the majority." If a minority exists that cannot consent to what is proposed, then consensus has not been reached. It would be expected that discussion and clarification would

continue on both sides of the issue until consensus is reached. Consensus on an issue does not imply that total approval has been reached or granted, but rather that all involved in making the decision can accept what is proposed.

Leadership of the ESC will be determined yearly by consensus of the ESC. It is recommended that the leadership consist of a principal and teacher acting as chairs. It will be the function of the ESC chairperson(s), working with members of the ESC, to develop an agenda for the ESC meetings. It is agreed and understood that ESC meetings are open to all teachers when such meetings do not conflict with regular teaching assignments, and that the ESC will regularly communicate with the entire teaching staff.

Yearly, each ESC shall have placed in its budget an amount as specified below for use in supporting implementation of school goals.

Elementary: \$500 per building
Middle Level: \$750 per building
High School: \$1,000

ARTICLE 17 LENGTH OF SERVICE LISTS

- A. On October 1st and February 1st of each year, the Board of Education will provide the Association with a list of teachers, indicating their length of service to the school system. The Association will review the list and certify it as to accuracy. Throughout the year the Chairperson of the Membership Committee of the Association shall be notified of all changes in the status of bargaining unit members when or as they occur.
- B. Seniority shall be defined as total time of unbroken service to the system in a bargaining unit position. Such service shall be calculated from the first day of work. In the event it is necessary to break a tie in the length of service list, the date of issuance of the individual teacher's initial contract will serve as the tie breaker, with the first hired teacher having the greatest seniority. In the event ties still exist, a lottery, mutually agreed upon by the Board and the Association will serve as the tie breaker.
- C. Persons on approved paid leaves of absence and persons on layoff shall not be considered as having a break in service.
- D. For seniority and salary schedule placement purposes, teachers serving thirty (30) or more working days during a term will be given credit for one-half of the year.
- E. Bargaining unit personnel working less than full-time will receive salary schedule and seniority credit as follows:
 - 1. Teachers working half-time or less will receive one-half credit for each year worked.
 - 2. Teachers working more than half-time will receive full credit for each year worked.
- F. Any bargaining unit member who becomes an administrator in the district is considered to have a break in service and has his/her seniority frozen at that time. Should said administrator return to the bargaining unit he/she will be placed on the seniority list commensurate with his/her frozen seniority credit.

**ARTICLE 18
MISCELLANEOUS PROVISIONS**

- A. Copies of this ratified Agreement shall be posted on the district website and hard copies will be available for any member upon request.
- B. This Agreement shall supersede any rules, regulations or practices of the Board which shall be contrary to or inconsistent with its terms. All individual contracts shall be subject to the terms of this Agreement, and if any individual contract is inconsistent herewith, the terms of the Agreement shall govern.
- C. If any provision of this Agreement or any application of the Agreement to any teacher or group of teachers shall be found contrary to law, then such provision or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.
- D. Representatives of the Board and the Association's bargaining committees will meet on the last school day of each month, or on another mutually agreeable date, for the purpose of communicating on District matters of mutual interest, reviewing the administration of the contract and to resolve problems that may arise. These meetings are not intended to by-pass the grievance procedure. Further, one such meeting will be held in August on a mutually agreeable date to discuss matters pertaining to the ensuing school year. Each party will submit to the other on, or before, the Friday prior to the meeting or on another mutually agreeable date, an agenda covering what they wish to discuss.

Should such a meeting result in a mutually acceptable amendment to the Agreement, then the amendment shall be subject to ratification by the Board and the Association provided that the bargaining committees shall be empowered to effect temporary accommodations to resolve special problems.

It is understood that such meetings will be held outside the regular school hours. In situations where both parties mutually agree that special circumstances exist, the parties may mutually agree to meet during school hours with the mutually agreed upon teachers present being given released time.

**ARTICLE 19
FRINGE BENEFITS**

It is the responsibility of each teacher to apply for the following insurance coverages. No teacher will actually be covered by any insurance coverage until expiration of the waiting period, if any, and until the effective date of the coverage which shall be determined by the carrier. The district is not responsible for benefits available under said coverage for any period when the employee is not covered by the carrier due to a failure on the employee's part to make timely application. Notwithstanding the provisions of this Article, the terms of any contract or policy issued by an insurance company shall be controlling regarding all matters concerning benefits, eligibility, termination of coverage and other matters covered by the contract or policy issued by the insurance company. Thus, in the event there is any conflict between the provisions of this Article and the terms of any contract or policy issued by an insurance company, the terms of the contract or policy issued by the insurance company shall prevail. The failure of any insurance company to provide any of the benefits for which it has contracted for any reason shall not result in any liability to the School District or Board of Education nor shall such failure be considered to constitute a breach of this Collective Bargaining Agreement. Disputes between any insurance company and bargaining unit members or beneficiaries of bargaining

unit members shall not be subject to the grievance procedure. The insurance benefits described in this Article generally shall commence as follows:

- (1) first day of the month following each new employee's first workday;
- (2) first day of the month following an employee's first workday when returning from an unpaid leave of absence in which benefits were terminated;
- (3) for part-time employees increasing hours or moving to a full-time position which results in increased eligibility, the first day of the month following such eligibility.

However, if the first teacher workday of any school year is on or after September 1, any employee referenced above in (1), (2), or (3) who works the first workday shall have insurance benefits commence on that day rather than the first day of the following month.

Commencement of insurance benefits is dependent upon the bargaining unit member having properly completed the necessary forms and having been enrolled for coverage by the insurance company.

It is the responsibility of the Board to insure that each teacher receives all forms necessary to apply for said insurance coverage at the time of initial employment for new hires or employees returning from leaves, or upon a teacher's request during open enrollment periods.

Changes in family status shall be reported by the employee to the Payroll and Benefits office. The employee shall be responsible for any overpayment of premiums made by the district on his/her behalf after the 30 day grace period.

A. **Long Term Disability Insurance** - Will include the following provisions:

The Board will provide the teacher LTD coverage
66 2/3% of salary after ninety (90) calendar days qualifying period
\$4,300 monthly maximum
24 hour coverage, immediate employee eligibility
Pre-existing conditions, limitation waived
Social Security freeze with family offset
50% maximum offset to benefit of wages
Six (6) months before new waiting period is required
Premium paid during waiting period for L.T.D. and premium waiver for persons qualifying for L.T.D.
L.T.D. after ninety (90) days.
Mental, nervous, drug and alcohol:
These conditions covered without limitations for two (2) years with the requirement of confinement for fourteen (14) consecutive days in each ninety (90) day period thereafter.

B. **Life Insurance** - For all full-time teachers, the Board agrees to provide \$75,000 group term life insurance that will be paid to the teacher's designated beneficiary. In the event of accidental death, the insurance will pay double the specified amount; in the event of accidental dismemberment, the insurance will pay according to the schedule. If the teacher becomes totally disabled, from any cause, prior to his/her 65th birthday the life insurance in effect at the time of such disability (e.g. \$75,000) will be continued at school district expense only for the period of time she/he is receiving long term disability benefits pursuant to the District's long term disability insurance policy. Though group term life insurance is not provided for a teacher who becomes totally disabled on or after his/her 65th birthday, under State Law such teachers may be able to convert their life insurance coverage to an ordinary term life insurance policy within 31 days of termination of the coverage by contacting the Human Resources Office or the District's life insurance carrier. Part-time teachers will receive prorated life insurance.

C. **Medical Insurance**

1. The Board will provide teachers with the following options for medical insurance:

- MESSA Choices II with \$500/\$1,000 deductible, and 3 Tier & Mandatory Mail RX;
- MESSA Choices II \$1,000/\$2,000 deductible, and 3 Tier & Mandatory Mail RX; and
- MESSA ABC Plan I and 3 Tier & Mandatory Mail RX
- MESSA ABC Plan II and 3 Tier & Mandatory Mail RX

The Association has the exclusive ability to initiate and approve a recommendation from the Health Care Committee to change a medical plan/carrier during the open enrollment period as defined in Article 19, C, 5.

Consistent with P.A. 152, effective July 1, 2012, the Board shall pay no more than the maximum allowed by the State of Michigan for single, 2-person, or full family coverage according to the annually adjusted "hard cap" for the health insurance plans stated above.

Teachers will make payment of their portion of the monthly premium through payroll deduction on a schedule to be determined by the Board after consultation with the Association.

2. At the teacher's election, the benefit provided by the Medical Insurance Waiver Plan will be provided instead of the medical insurance.

- a. The monthly medical insurance waiver plan payment shall be \$200.00.
- b. The monthly medical insurance waiver plan is available only to employees working one-half time or more and not taking medical benefits through the MPSERS.

3. Teachers covered by another medical care plan are not eligible for medical insurance coverage unless the other coverage is terminated. Should it be impossible for the employee to terminate the other insurance the employee will receive the district medical care benefit.

4. The medical care benefit shall be available to all part-time regular employees. If the part-time employee chooses, the Board shall pay a pro-rated portion of the annual medical insurance amounts listed above, and the employee shall pay the difference.

5. Each year, November will be the open enrollment periods for teachers to select their medical insurance plan.

6. The Board agrees to make a Flexible Spending Account (FSA) plan available for medical and other allowable purposes.

D. **Dental Insurance**

1. The Board will provide full-time teachers and their eligible dependents, dental insurance with a benefit level of 80% Class I, 80% Class II, 80% Class III, 80% Class IV. Each insured person is limited to a maximum of \$2,000 for Class I, II, and III expenses in any one benefit year and \$1200 lifetime for Class IV. Such insurance will be self-funded and

will utilize the ADN Network with benefit level as described in the "Summary of Benefits" located on the District Website under "transparency report".

2. If the teacher is eligible for other group dental care through a spouse, either within or outside the bargaining unit, dental insurance with a benefit level of 50% Class I, 50% Class II, 50% Class III, and 50% Class IV will be provided. Each insured person is limited to a maximum of \$2,000 for Class I, II, III expenses in any one benefit year and \$1,200 lifetime for Class IV. Such insurance will be self-funded and will utilize the ADN Network with benefit level as described in Appendix G. Benefits will be coordinated up to 100% of the dental charge. If the plan of the teacher's spouse is less than the district's 50% plan, or if the spouse's plan will not coordinate benefits, the teacher may choose either the 80-80-80-80 group or the 50-50-50-50 group.
3. All part-time teachers teaching one-half time or more will be provided dental insurance for themselves and their eligible dependents. All such teachers will be placed in the 50-50-50-50 group.
4. Effective October 1, 2009, dental insurance will include endosteal implants subject to limits of the policy.

E. Vision Insurance

1. The Board will provide, without cost to full-time teachers, a vision care plan for all teachers and their eligible dependents. Such plan will be self-funded and will utilize the NVA Network. Benefit levels can be found under the "Summary of Benefits" located on the District Website under "transparency report".
2. The Board will provide, without cost to the teacher, a vision care plan for all part-time teachers (and their eligible dependents) working one-half time or more. Such plan will be self-funded and will utilize the NVA Network.

F. Retirement/Resignation Allowance - When notice of resignation/retirement is provided at least 10 days prior to the start of a new school year, or with at least 10 days between notice and final day of employment when students are in session, the Board agrees to provide \$300 upon resignation/retirement to teachers who have taught for the district ten (10) years. In addition, the Board agrees to provide \$30 per year for district teaching above the ten (10) year level upon retirement/resignation when appropriate notice as defined above has been provided.

G. Longevity Allowance –The payments designated below shall be made annually to teachers whose seniority service as a teacher in the district has reached the designated number of years by the last day of the school year. Time on unpaid leave shall not constitute a break in service but shall not be counted for the purpose of this payment. The teacher must have been employed through the final day of the school year; no proration of this benefit will be made. Payment is made on the second pay in June.

LEA members who qualify to receive longevity payments on the schedule below by June 30, 2017 will remain on the stated longevity payment schedule until retirement/resignation from the District.

15 school years	\$1,519.00
20 school years	\$1,716.00
25 school years	\$1,913.00

30 school years \$2,110.00

For any LEA member who does not qualify for longevity as of June 30, 2017, longevity payments will be made on the following schedule.

20 School Years = \$1,000

25 School Years = \$1,500

30 School Years = \$2,000

H. Unused Sick Days

Sick days shall be credited for each school year as determined in Article 12.

When notice of resignation/retirement is provided at least 10 days prior to the start of a new school year, or with at least 10 days between notice and final day of employment when students are in session, upon termination of employment, a teacher shall receive, for all accumulated sick days the same flat rate as listed below or the teacher shall be permitted to donate any or all of his/her sick days to the Disability and Employee Sick Leave Bank.

This section becomes effective when a teacher has at least 60 accumulated sick days.

At the end of each school year the Board shall pay for each accumulated sickday over 60 at the rate of \$25.00 or the teacher shall be permitted to donate any or all of his/her unused sick days to the Disability and Employee Sick Leave Bank.

At the beginning of the school year in which a teacher who was represented by the Association prior to January 1, 2013 and who had no break in service since that date as defined by Article 17 first reaches 60 accumulated sick days, he/she will be so notified in writing by the Administration. After such notification he/she will be required to choose in writing whether to accumulate his/her sick days to 188 days, have his/her days purchased after 60 days are accumulated, or donate all such days to the Sick Leave Bank rather than have them purchased after 60 days are accumulated. Any teacher who chooses to retain his/her accumulated sick days to 188 days, for whatever reason, shall irrevocably give up any rights to benefits from this section including sick day buydown and donation to the Disability and Employee Sick Leave Bank. Any teacher who was represented by the Association prior to January 1, 2013 and who had a break in service on or after that date and any teacher who initially was represented by the Association on or after January 1, 2013 will have days purchased after 60 days are accumulated.

Any teacher returning to a position in the Lapeer Community Schools from Long Term Disability, who utilized all of his/her accumulated sick days to qualify for LTD, shall have the number of days accumulated at the commencement of the LTD waiting period available to him/her, at the teacher's option. Any days used in excess of days normally earned and credited shall be considered borrowed from the School District and shall be repaid on a basis mutually agreed between the Board and the Association. If the teacher leaves the district before any borrowed days have been repaid, the repayment for any such days shall be deducted from the teacher's final pay at the rate in effect at the time the days were borrowed.

I. Early Notification of Termination Payment

The Board agrees to provide payment to any teacher, whether active or on leave, who submits to the Board his/her written notice of retirement or resignation effective at the conclusion of the

current school year. This payment shall be prorated for part-time teachers and shall be made in one of the following amounts dependent upon when the written notice was submitted.

- 1) Not later than February 1 - \$1,000
- 2) Not later than March 21 - \$500

J. Benefit Duration for Retiring/Resigning Employees

Benefits shall be maintained for retiring or resigning employees as follows:

1. For employees who resign effective at the end of the school year and are eligible for MPSERS benefits, all Board-paid insurances except long-term disability and medical insurance shall terminate at the end of the last month of employment. Medical insurance shall be Board-paid through August.

For employees who resign effective mid-school year and are eligible for MPSERS benefits, all Board-paid insurances except long-term disability shall terminate at the end of the last month of employment.

For employees who resign but are not eligible for MPSERS benefits, Board-paid insurances will continue as follows:

- a. For employees completing the full school year, all health insurances (i.e. medical, dental, and vision) and life insurance will continue through the immediately following August;
 - b. For employees not completing the full school year, all Board-paid insurances shall terminate immediately following the last day of employment.
2. For every employee who resigns for any reason, long-term disability insurance shall terminate immediately following the employee's last day at work.

**ARTICLE 20
SALARY SCHEDULE**

- A. The salary schedule shall be effective for the respective school year. The salaries contained therein shall be full compensation for the services performed by the teacher for the respective school year as covered by this Agreement.

All teachers will be paid 24 times annually. One twenty-fourth of the salary will be paid on the 8th and 23rd of each month. When a pay date falls on a Saturday or Sunday, pay will be distributed on the preceding Friday. When a pay date falls on a day that the Administration and Services Center (ASC) is closed due to celebration of a holiday, pay will be posted on the preceding day that the ASC is open for business.

Teachers shall not have their pay balanced to date except in those cases where the teacher's employment has been terminated.

***Wage Schedule (2020-2021 & 2021-2022)**

Step	BA	BA +18	MA	MA +15	MA +30
1	37,370	38,308	39,396	41,634	44,328
2	37,370	38,308	40,485	42,783	45,553
3	37,370	39,293	41,634	43,999	46,847
4	39,293	40,279	42,783	45,215	48,142
5	39,293	41,319	43,999	46,500	49,508
6	39,293	42,358	45,215	47,785	50,874
7	41,319	43,448	46,500	49,140	52,320
8	41,319	44,539	47,785	50,497	53,764
9	41,319	45,685	49,140	51,932	55,292
10	43,448	46,832	50,497	53,367	56,820
11	43,448	48,038	51,932	54,882	58,433
12	43,448	49,243	53,367	56,399	60,045
13	43,448	50,511	54,882	58,000	61,751
14	43,448	51,780	56,399	59,600	63,456
15	43,448	53,112	58,000	61,293	65,258
16	43,448	53,112	59,600	62,985	67,060
17	43,448	53,112	61,293	64,774	68,965
18	43,448	53,112	62,985	66,562	70,870
19	43,448	53,112	66,562	70,345	74,895
20	43,448	53,112	70,078	74,963	80,059

*Individuals hired prior to July 1, 2018 and who as of July 1, 2018 would be on Step 5 - 20 on the BA lane or Step 1 – 20 of the BA18 lane, will remain on the BA or BA18 Salary Schedule contained in Appendix G "Article 20 Grandfathered Wage Schedule" for 2020-2021 and 2021-2022 unless they qualify for movement to the MA lane.

A. For teachers to qualify for BA+18, MA, MA+15, or MA+30/Ed.Specialist the following conditions must be met:

1. For BA+18, the teacher must present verification, from a state college or university, empowered to recommend Continuing and/or Professional Education Certification, that the teacher has completed 18 semester hours of graduate level work in the education field, an academic area related to the subject(s) for which the teacher is certified, or as part of a planned program leading to additional teaching/administrative certificate endorsement(s); all of which shall be applicable to being granted a Professional Certificate under the rules currently in effect. Such rules require that each of the 18 semester hours must have been earned "after the issuance of the Provisional Certificate". The teacher need not have met the experience or reading requirements for the certificate.
2. For MA, the teacher must present a Master's degree program from an institution accredited by the National Council for Accreditation of Teacher Education (NCATE) or North Central Association of Colleges and Schools (NCA) or other such regional accreditation association to the District Professional Preparation Review (DPPR) Committee. Each semester hour or credit associated with said Masters Degree Program must be earned after issuance of the Provisional Certificate. The DPPR Committee shall consider said program for approval with such consideration to include the following:
 - a. Relationship and benefit to the teacher's current assignment, and to teaching in subject areas, other than the teacher's current assignment, that the teacher is certified to teach;
 - b. Relationship to receipt of additional teacher certificate endorsement(s) or an administrator endorsement.

The DPPR Committee may require the teacher to submit written information in support of his/her proposed program and/or may require the teacher to personally discuss the proposed program with the committee.

Master's programs in education, educational administration, and curriculum from NCATE or North Central Association of Colleges and Schools (NCA) or other such regional accreditation association accredited institution will be accepted by the DPPR Committee.

It is recommended that a proposed Master's program be presented to the DPPR Committee *prior* to enrollment in the program.

The DPPR Committee shall be comprised of one representative appointed by the Board and one representative appointed by the Association. The Committee shall meet as the Committee may determine necessary.

Decisions of the DPPR Committee shall be by majority vote and shall be considered final and binding. Such decisions may not be contested by the Board or Association and shall not be cause for a grievance or unfair labor practice charge by either party. Should the vote be split 1-1, the parties shall mutually select an impartial third party to make the decision. Such decision shall not be contested by the Board or Association and shall not be cause for a grievance or unfair labor practice charge by either party.

3. Only teachers who were represented by the Association prior to January 1, 2013 and who had no break in service, as defined in Article 17, since that date may qualify for

MA+15 or MA+30 not leading to in a second master's degree, an Ed.S. degree, an Ed.D. degree, or a Ph.D. degree. For such MA +15 or MA +30 salary schedule placement the teacher must complete fifteen (15) or thirty (30) semester hours, respectively, of graduate level work in, or transferable to, an NCATE or North Central Association of Colleges and Schools (NCA) or other such regional accreditation association accredited institution after the completion of the Master's Degree. The work must be part of a planned program leading to additional certificate endorsement(s), or in a planned program in an academic area demonstrably related to subject(s) for which the teacher is certified to teach. Such planned programs shall be reviewed by the DPPR Committee pursuant to the process specified above in B.,2. A teacher who would like to use this method to move horizontally on the salary schedule must attach to the DPPR form a letter or other documentation from the university or college which verifies the following:

- a. The coursework is graduate level;
- b. The coursework results in the awarding of semester credits that will be recorded on a transcript.

Teachers who were represented by the Association prior to January 1, 2013 and who had a break in service on or after that date and any teacher who initially was represented by the Association on or after January 1, 2013 may qualify only for MA+15 not leading to a second Master's degree, an Ed.S degree, an Ed.D degree, or a Ph.D degree. For such MA+15 salary schedule placement, the teacher must complete fifteen (15) semester hours of graduate level work in, or transferable to, an NCATE or NCA or other such regional accreditation association accredited institution after the completion of the Master's Degree. The work must be part of a planned program leading to additional certificate endorsement(s), or in a planned program in an academic area demonstrably related to subject(s) for which the teacher is certified to teach. Such planned programs shall be reviewed by the DPPR Committee pursuant to the process specified above in B.,2. A teacher who would like to use this method to move horizontally on the salary schedule must attach to the DPPR form a letter or other documentation from the university or college which verifies the following:

- a. The coursework is graduate level;
- b. The coursework results in the awarding of semester credits that will be recorded on a transcript.

At the discretion of the Board and as a rare exception to the aforementioned NCATE standard, credit may be given for graduate courses not transferable to an NCATE accredited institution if said courses are deemed beneficial to the teaching of the curriculum in Lapeer Schools and if course requirements are deemed equivalent to requirements of graduate courses of NCATE or North Central Association of Colleges and Schools (NCA) or other such regional accreditation association accredited institutions. Approval to take a graduate course not transferable to an NCATE or North Central Association of Colleges and Schools (NCA) or other such regional accreditation association accredited institution must be received prior to enrollment and completion of the course.

Any teacher may qualify for MA+15 or MA+30 in a planned program leading to a second master's degree, an Ed.S. degree, an Ed.D. degree, or a Ph.D. degree in public school administration, counseling, a special education area or in a field of education in an area demonstrably related to subject(s) for which the teacher is certified to teach or in an academic area demonstrably related to subject(s) for which the teacher is certified to teach, the teacher must complete fifteen (15) semester hours of graduate level work or such degree in, or transferable to, an NCATE institution or institution accredited by

North Central Association of Colleges and Schools (NCA) or other such regional accreditation association after completion of the master's degree.

4. For employees in support positions not requiring teaching certificates (e.g. psychologist, speech pathologist, etc), the DPPR Committee will determine initial salary placement and conditions pertaining to horizontal movement on the salary schedule.

To ensure full and timely salary adjustments, teachers qualifying for new placements on the salary schedule must submit the "Change in Salary Status" form to the Human Resources Office by August 15 and January 15 of each year. Salary adjustments will be authorized at the time of submission pending each teacher submitting related and proper verification to the Human Resources Office by the following September 1st and February 1st for August or January submission, respectively, as referenced above. Such adjustment shall be awarded to begin the school year or January 25 (or first workday thereafter). Forms will be accepted up to 30 days following the above submission deadlines of August 15 and January 15 with the express understanding that related salary adjustment only shall be made prospectively.

B. Additional Provisions of the Salary Schedule:

1. All tenure teachers coming into Lapeer Community Schools should consider themselves on probation for the first two years.
2. A teacher absent for any purpose other than those listed in the Leave Policy shall be deducted the amount the teacher earns per day on the contractual salary.
3. Military Service - Up to two (2) years credit on the salary schedule may be allowed for military service if military service occurs after receiving a teaching certificate.
4. Initial placement of new hires on the STEP Schedule will be made following a review of previous applicable experience as determined by administration. Once employed by LCS, teachers shall be provided their annual salary by advancing one "STEP" on the compensation schedule for each year of work completed.
5. Payment for assignments of less than or more than 100% shall be based on a percentage of a full-time assignment rounded to the nearest one-hundredth using standard rounding procedures. At the elementary school level, teaching half time (e.g. a job share) is a 50% assignment.

As referenced in Article 7, G, less than full-time 6-12 teachers are paid as follows based on percentage of full-time salary for each marking period taught.

- Each core class equals 18.18%
- Each elective equals 18.18 %
- I-Connect equals 9.10%

Similarly, at the secondary level (6-12), a full-time teacher who teaches an elective during what otherwise would be his/her individual planning period is compensated an additional 18.18% for teaching this additional elective. Payment for teaching full time plus an additional elective is calculated as 118.18% of the full-time salary for each marking period in which the additional elective is taught [e.g. a full-time teacher whose annual salary is \$60,000 would earn \$35,454 (i.e. \$5,454 for teaching the additional elective) for teaching full time plus an additional elective for one semester].

Finally, the administration may consider a position comprised of assignments at two or more levels (i.e. elementary school, middle school, high school) as 100% even if the total percentages worked, as referenced above, do not total 100%.

6. For teachers whose percentage of assignment changes during the school year, salary payment will be made pursuant to the following procedures.
 - a. For positions scheduled to reduce in percentage following the first marking period of a school year, the individual employment contract will specify the total annual compensation. Payment for such contract shall be spread evenly across the school year as selected by the teacher pursuant to Article 20., A. of the **Master Agreement**.
 - b. For positions that are scheduled to increase in percentage following the first marking period of a school year, the initial individual employment contract will specify compensation based on the assignment at the beginning of the school year. Payment for such contract shall be spread evenly across the school year pursuant to Article 20., A. of the **Master Agreement**. When the percentage of a position increases following the beginning of a school year, an individual contract addendum shall be developed that specifies the increased assignment and increased pay. Such increased pay shall commence upon the teacher beginning the increased assignment. The increased pay shall be spread evenly across the remainder of the school year pursuant to Article 20., A. of the **Master Agreement**. The Board may make an exception to the above provision for any less than full-time position that is scheduled to increase in percentage following the first marking period of a school year. In such a situation, the Board may determine that the initial individual employment contract will specify the total annual compensation. Payment for such contract shall be spread evenly across the school year pursuant to Article 20., A. of the **Master Agreement**.

C. **Payroll Deductions**

Article I contains details regarding payroll deductions.

D. **Attendance Incentive**

LEA members actively working an 80% or more schedule and who are employed for all days within the tri-annual period are eligible to receive a tri-annual attendance incentive for meeting the standards as listed below.

Tri-Annual	Amount Paid	Number of Absences in time period	Pay Out
July-November	\$400	0	2 nd Pay December
	\$200	1	
Dec-March	\$400	0	2 nd Pay April
	\$200	1	
April-June	\$400	0	2 nd Pay July
	\$200	1	

Absences for reasons listed below, shall not be counted against an employee in terms of eligibility for the above financial incentives for matters directly pertaining to the following:

- Injury covered under Workers' Compensation;
- Jury duty of the employee;

- Work-related subpoena received by the employee;
- Association Leave;
- Bereavement Leave;
- School Business
- Compensatory time (Comp Time)
- Non-Work Day

**ARTICLE 21
OTHER COMPENSATION**

The Salary Schedule used to determine compensation for all compensation defined in Article 21 including Extra-Instructional Schedule, Coaching Schedule and LOA RE: Compensation for Psychologists, Speech and Language Pathologists, and Social Workers will be the MA+15 Lane in the Article 20 Salary Schedule for the applicable school year.

1. Extra-Instructional Schedule

The following teaching positions shall entail specific extra duties determined by past practice and shall receive additional compensation as indicated above that reflects the teacher's years of experience in the position. Choir Instructors with partial assignments at multiple levels (senior high and middle level) shall only receive one stipend reflecting the level where they are assigned for a majority of their work assignment.

Secondary Level Band Instructor (6-12)	6%
Marching Band Instructor(s)	6%
Senior High Choir Instructor (10-12)	6%
Middle Level Choir Instructor (6-9)	4%

Elementary vocal music teachers and elementary art teachers shall receive a \$1000 annual stipend if at least two in-building shows or performances that showcase student works to parents and other public are completed outside the regular teacher workday each school year. Similarly, if an elementary band instructor does not receive the 6% or 12% additional compensation referenced above, s/he shall receive the \$1,000 annual stipend if at least two in-building performances that showcase student works to parents and other public are completed each school year. Also, with prior written permission of the Department of Instruction, other specials teachers not referenced above may receive a stipend as determined by the Department of Instruction for an in-building show or performance that showcases student work to parents and other public. There will be no proration of this stipend except for specials teachers who collaborate in a single building on a performance.

2. Schedule B

A. Advisor/Sponsor Schedule

The following extra-curricular advisor/sponsor assignments shall receive compensation as indicated. These positions shall be filled by bargaining unit members whenever qualified bargaining unit members are interested. Staff shall be notified of available positions and be allowed five days to indicate an interest to the appropriate administrator. When more than one bargaining unit member may be interested, qualifications as determined by the Superintendent and length of service shall be considered. The most qualified bargaining unit member, as determined by the administration, will be appointed to the position. If qualifications are deemed equal, the most senior bargaining unit member will be appointed to the position. Positions for which no qualified bargaining unit member applies may be filled by non-bargaining unit members. It is agreed and understood that the Board may add advisor/sponsor positions during any school year. Should any such position be added, the responsibilities shall be determined by the Superintendent and compensation shall be mutually determined by the LEA Executive Council and Board.

The administration expressly reserves the right to eliminate any or all extra-curricular activities at any time. Such reserved right includes, but is not limited to, principal determination that there is inadequate student participation in a club and/or that the club meets too infrequently. Further, rather than eliminate a club under such circumstances, the principal may recommend that compensation be reduced. Such a recommendation shall be considered by the LEA Executive Council and Board for approval or denial.

“Available Position” shall be defined as follows:

- any position from which an advisor/sponsor has resigned;
- any position from which an advisor/sponsor has been terminated due to unsatisfactory performance;
- any position staffed by a non-bargaining unit member which the administration determines to make available.

Any Level

Auditorium Manager	\$2000
Faculty Manager (Facilities)	\$1700 per season (Fall, Winter, Spring)
Faculty Manager (Games)	\$1700 per season (Fall, Winter, Spring)
Foreign Language Club (any language)	\$ 300
Needle Crafting	\$ 300
Recycling Club	\$ 300
Rock Music Club	\$ 625

Secondary

Book Club	\$ 300
Pep Club (full school year)	\$1000

Senior High

Animé Club	\$ 300
Art Club	\$ 925
Bowling Boys Varsity and Girls Varsity	\$1750
Cake Club	\$ 300
Chess	\$ 625
Computer Club	\$ 300
DECA Club	\$ 300
Drama	\$3100 (2 productions/yr)
Engineering Club	\$ 500
Film Photography Project	\$ 500
Flag Corp	\$ 500
Grow to Glow	\$ 300
Guitar Club	\$ 300
Junior Class	\$ 925
HOSA	\$ 300
Key Club	\$ 300
Lacrosse Varsity	\$1750
Lacrosse JV	\$ 1100
National Honor Society	\$ 625
Newspaper	\$2000 (when not a class)
Omni Council Advisor	\$ 500

Pom-Pon Advisor	\$ 500
Problem-Solvers Club	\$ 625
Quiz Bowl	\$1100
Robotics	\$1550
Running Club	\$ 300
S.A.D.D.	\$ 300
Science Olympiad Sponsor	\$ 500
Senior Class	\$ 925
Sophomore Class	\$ 925
S.S.I.	\$ 925
Student Council	\$ 925
Support Cheer Sponsor Junior Varsity (2 seasons)	\$2075
Support Cheer Sponsor Varsity (2 seasons)	\$2375
Yearbook	\$1250

Middle Level

Archery Club (additional stipend authorized for every 35 kids)	\$ 800
Art Club	\$ 300
Baseball Club	\$ 700
Bee Club	\$ 900
Bowling	\$ 400
Chess	\$ 300
Class Sponsor Freshman	\$ 925
Class Sponsor 8 th Grade	\$ 300
Coding Club	\$ 400
Drama	\$ 300/prod. (max. 2/yr)
Freshman Support Cheer Sponsor (2 seasons)	\$1750
Green Team Club	\$ 625
Newspaper	\$ 625
NHS	\$ 300
Problem Solvers Club	\$ 625
Quiz Bowl	\$ 625
*Robotics	\$1500
Running/Fitness Club	\$ 300
S.A.D.D.	\$ 300
Student Council	\$ 625
Support Cheer Sponsor (2 seasons)	\$ 975
Tennis Club	\$ 300
WOW Sponsor	\$1550
Yearbook	\$ 925

Elementary Level

Problem Solvers Club	\$ 500
Student Council (Building Level)	\$ 300
TAG Coordinator (Building Level)	\$1500

*Payment of stipend contingent upon ability to obtain grant funding.

B. Advisor/Sponsor Ranking Committee (ASRC)

- 1) An Advisor/Sponsor Ranking Committee composed of three teachers appointed by the Association and three administrators appointed by the superintendent shall be designated for a three year term to consider and make recommendations regarding advisor/sponsor compensation.

Criteria considered by the ASRC include, but are not limited to, the following:

- number of times advisor/sponsor meets with group/team each school year
 - length of each such meeting and/or contest
 - percentage of school year that group/team is active
 - number of participants
 - visibility of group/team
 - responsibility for managing facilities and equipment
- 2) Written request for adjustment in advisor/sponsor pay should be submitted to the designated central office administrator no later than April 1 of any school year in which the *Master Agreement* will expire. Written requests should include the position for which the change is requested and justification for the adjustment. All written requests will be distributed to ASRC members for review. A recommendation from the ASRC will be forwarded to the negotiation teams.
- 3) Changes recommended by the committee are subject to approval by the Board and Association during regular negotiations or by special contract ratification.

3. **Coaching Schedule**

Coaching duties shall be filled by bargaining unit members on a voluntary basis. Available positions shall be publicized to staff. Five workdays shall be provided for bargaining unit members to indicate interest in such positions. If such interest is expressed, such positions shall be posted. When more than one qualified bargaining unit member may be interested, qualifications as determined by the Superintendent and length of service shall be considered. Except for head varsity positions which may be filled by an outside applicant with superior qualifications, the most qualified bargaining unit member, as determined by the administration, will be appointed to the position. Positions for which no qualified bargaining unit member applies may be filled by non-bargaining unit members. The rate of pay, or other compensation, if any, shall be established by the Board.

"Available Position" shall be defined as follows:

- any position from which a coach has resigned;
- any position from which a coach has been terminated due to unsatisfactory performance;
- any position staffed by a non-bargaining unit member which the administration determines to make available;
- any position in which a coach does not maintain current CPR/AED certification (renewal required every two years) and, beginning with fall 2013 sports, MHSAA CAP levels 1 and 2 certification. Any newly hired coach must minimally complete MHSAA CAP levels 1 and 2 certification prior to coaching a second year in the same sport as initially hired for. Any coach may substitute a plan mutually developed by the coach and building athletic director and approved by Central Administration that is designed to enhance that coach's professional skills. Such a plan may be substituted for the CAP training referenced above regarding definition of "Available Position" and regarding salary placement.

It is expressly understood that retiring bargaining unit members may remain in coaching position(s) held prior to retirement with said position(s) not being considered available unless the position becomes available as referenced above.

A. Statements Regarding Coaches Salary

- (1) Every coach other than a varsity head coach shall be placed in the lane that corresponds with his/her highest level of MHSAA CAP*** training.
- (2) Each varsity head coach shall be given the percentage of the step on the MA+15 lane as defined in the "Article 21 Other Compensation Salary Schedule" that corresponds to his/her total coaching experience, in any school, in that particular sport provided, however, that beginning with fall 2013 pay, varsity head coaches will be placed at the pay step on the "Article 21 Other Compensation Salary Schedule" associated with his/her highest level of MHSAA CAP certification***. Such placement shall be as follows:

New Hire (no CAP Certification)	Step 1
CAP levels 1 and 2	Step 2
CAP levels 3 and 4	Step 3
CAP level 5	Step 4
CAP level 6	Step 5 with 0 to 4 years of coaching experience; Steps 6 to 20 are based on the total number of years coaching that particular sport.

*** Any coach may substitute a plan mutually developed by the coach and building athletic director and approved by Central Administration that is designed to enhance that coach's professional skills. Such a plan may be substituted for the CAP training referenced above regarding definition of "Available Position" and regarding varsity head coach salary placement.

- (3) No coaching experience will be applicable unless it is in the assigned sport.
- (4) Coaching Salary Schedule

a. **Varsity Head Coach**

Sport	% of MA+15 Lane	Notes
Varsity Boys' Basketball	10	
Varsity Girls' Basketball	10	
Varsity Football	10	
Varsity Wrestling	10	
Varsity Baseball	8.5	
Varsity Softball	8.5	
Varsity Boys' Soccer	8.5	
Varsity Girls' Soccer	8.5	
Varsity Volleyball	9	
Ice Hockey	8	
Varsity Boys' Swim	8	
Varsity Girls' Swim	8	
Varsity Girls' Track	8	
Varsity Boys' Track	8	
H.S. Comp. Cheerleading	7	
Varsity Boys Cross Country	6.5	
Varsity Girls Cross Country	6.5	
Varsity Boys' Golf	6	
Varsity Girls' Golf	6	
Varsity Boys' Tennis	6.5	
Varsity Girls' Tennis	6.5	

b. **High School Coaches Other Than Head Varsity**

	Entry level	CAP levels 1&2	CAP levels 3&4	CAP level 5	CAP level 6
Baseball	1800	2000	2200	2400	2600
Basketball	2000	2200	2400	2600	2800
Comp Cheer	1400	1600	1800	2000	2200
Cross Country <i>Asst added if more than 25 athletes</i>	1400	1500	1600	1700	1800
Football <i>Fr & JV Head; Var Asst (2) positions with additional positions added for over 25 athletes when total number exceed 50</i>	2800	3000	3200	3400	3600
Football <i>Fr & JV Asst</i>	2400	2600	2800	3000	3200
Golf	1400	1600	1800	2000	2200
Soccer	1800	2000	2200	2400	2600
Softball	1800	2000	2200	2400	2600
Swim <i>Asst added if more than 25 athletes</i>	1800	2000	2200	2400	2600
Tennis	1400	1600	1800	2000	2200
Track	1800	2000	2200	2400	2600
Volleyball	1800	2000	2200	2400	2600
Wrestling	1600	1800	2000	2200	2400

c. **Middle School Coaches**

	Entry level	CAP levels 1&2	CAP levels 3&4	CAP level 5	CAP level 6
Basketball	1200	1400	1600	1700	1800
Comp Cheer	900	1100	1300	1400	1500
Cross Country Boys – Head	1000	1200	1400	1500	1600
Cross Country - Asst <i>added if more than 25 athletes</i>	600	800	1000	1100	1200
Cross Country Girls - Head	1000	1200	1400	1500	1600
Cross Country Girls - Asst <i>added if more than 25 athletes</i>	600	800	1000	1100	1200
Football – Head Coach	1600	1800	2000	2100	2200
Football – Asst. Coach	1200	1400	1600	1700	1800
Softball	1000	1200	1400	1500	1600
Track	1100	1300	1500	1600	1700
Volleyball	1100	1300	1500	1600	1700
Wrestling - *Head	1000	1200	1400	1500	1600
Wrestling - *Asst	600	800	1000	1100	1200

*If a position is added per Article 21, B, 2, e and the coach is assigned to be in charge of a separate group of wrestlers, head coaching pay will be received.

B. Statements Regarding Coaches Expectations

- 1) Each coach is expected to accept the full responsibility of time, effort, and character, and set the proper example in his/her assigned coaching job.
- 2) Coaches are expected to participate in other extracurricular activities, including class sponsorship.
- 3) Each coach shall take on other duties such as helping at games without expecting any further remuneration.

- 4) It is understood that the coaches will spend the time necessary before a school opens in the fall and after school closes in the spring to take care of the details relative to athletic equipment, etc.
- 5) Coaches shall be paid their contractual coaching salary in a single payment at the conclusion of their responsibilities for the coaching assignment. A separate coaching contract shall be executed for each coaching responsibility.
- 6) For all interscholastic athletic teams at the senior high level, the coaches designated as assistants shall be assigned individual responsibilities, including the coaching level, by the varsity head coach. For all athletic teams at the middle level, specific coaching assignments shall be made as determined by the school's athletic director.
- 7) All coaches shall be required to successfully complete training in CPR/AED and maintain current certification through the American Red Cross or American Heart Association. The cost of initial certification is covered by the District while the cost of certification renewal will be borne by each coach. Certification and renewal must be completed at least once every two years.

C. Coaches Salary Review

- 1) An Athletic Coaching Ranking Committee (ACR) composed of three coaches appointed by the Association, the two athletic directors, and a central office administrator shall be designated for a three-year term to consider and make recommendations regarding all coaching rank questions.
- 2) Written request for changes in the coaching rank should be submitted to the central office administrator designated for athletics no later than April 1 of any school year in which a contract will expire. Written request should include the position for which the change is requested and justification for the adjustment. All written requests will be distributed to ACR committee members for review. A recommendation from the ACR committee will be forwarded to the negotiation teams.

Note: the following criteria were considered by the ACR in developing its 2008 recommendations.

- Length of regular season
 - Number of regular season contests
 - Amount of practice time
 - Number of athletes
 - Responsibility for managing facilities and equipment
 - Visibility of athletic team
- 3) Changes recommended by the committee are subject to approval by the Board and Association during regular negotiations or by special contract ratifications.

D. It is agreed and understood that the Board may add one (or more) coaching position(s) for any particular season if so determined by the Board (e.g. middle level wrestling if there are more than 25 wrestlers and assistant varsity football). Should any such positions be added, compensation shall be as specified in the coaching schedule or as otherwise mutually determined by the LEA Executive Council and Board. The Board may require Booster Club reimbursement of compensation amount as a requirement for adding any such coaching position.

4. **Job descriptions** shall be completed by all members of the bargaining unit in compensated positions other than normal classroom assignment. These job descriptions are to be submitted for approval of the personnel director and the immediate supervisor of that position.

5. **Summer Pay/Special Assignments**

The following guidelines will be followed with respect to summer pay for bargaining unit members. The district reserves the right to contract services with non-bargaining unit members at rates and conditions to be determined by the district.

1. Employees who have their school year extended to fulfill the responsibilities of their position shall be paid their per diem rate, (e.g. counselors.) Except as provided below in "H", it is understood that such extension must have prior authorization from the administration and that the schedule of such work will be by mutual agreement of the administration and employee.
2. Employees who work during vacation periods or summer months on special assignments, as determined by the Board, shall be paid \$20.00 per hour. Conditions and terms of employment shall be determined by the Board prior to the assignment being filled.
3. Employees who elect to participate in school district summer inservice/workshops in lieu of training that would take place during the school year shall be paid the per diem substitute rate. Notification of compensation will be given in advance of participation in the inservice/workshop.

Consistent with the above guidelines, employees working in special assignments outside the regular workday for teachers will be paid \$35.00 per hour with prior written permission from the Department of Instruction. Related conditions and terms shall be determined by the administration prior to the assignment.

6. **Independent Study Facilitators/On-line Student Mentors**

1. Independent Study Facilitators – Bargaining unit members whom the Board may determine to use as independent study facilitators shall be compensated at \$20.00 per hour for facilitating opportunities for students outside of the basic workday for teachers (as referenced in Article 6). Such compensation is based on hours worked not the number of students participating in the independent study.

Prior to the initiation of an independent study program at a high school, the teacher will submit the following items to the building principal for review.

- Narrative description of the program that will be delivered. If the course is not one previously approved, a new course proposal form and course outline must be submitted with the written request.
- Description of how the Independent Study Program will be delivered including time of day, length of instruction, and physical location.
- Approximate total number of hours required per term. This total can include preparation work that takes place outside of the teacher's basic workday.

During the regular scheduled student day request for facilitation of independent study programs as described above, or variations, must be forwarded by the principal to the Department of Instruction for prior approval. A memo confirming the estimated number of hours to be engaged and compensated will be provided to the employee by the Human Resources Office.

2. On-line Student Mentors – Teachers who are approved to work as On-Line Student Mentors for students enrolled in online virtual programs will be paid \$250 per semester for each on-line student.

7. **Mentor Stipend**

In the event that the Board determines to utilize an Association member as a mentor for a probationary teacher, said bargaining unit member shall receive an annual stipend paid at the end of the school year at the following rate:

First Year Probationary Teacher	\$700
Second Year Probationary Teacher	\$350
Third Year Probationary Teacher	\$200

Pay for mentor assignment is for the first Probationary Teacher. Pay for additional Probationary Teachers is at one-half the amount or the lower amount if the Probationary Teachers are in different years. If the Probationary Teachers are in different years, pay for the second Probationary Teacher shall be one-half of the lower amount.

Mentors shall be assigned by building principals or the central administration. Every effort will be made to assign mentors by the beginning of the school year with input from the Department Chair of the Probationary Teacher's subject area. If the Probationary Teacher or mentor requests a change in the mentoring assignment, every effort will be made to grant the request.

The mentor shall keep a log (See Appendix F) of meetings attended regarding mentor/Probationary Teacher topics and time spent with the Probationary Teacher after school hours or during planning time. Prior to receiving the stipend at the end of the school year, a copy of this log shall be given to the central administration and the LEA president by May 1. Payment is made at the conclusion of the school year.

In the event that the Board determines to use an Association member as a representative to the Lapeer County Mentor Cadre, such member shall receive an annual stipend of \$350 paid at the end of the school year.

8. **Department chairs** will receive pay for their assignment in the amount of \$1100 to be included in the first pay in June and after a review of the completion of duties for the year.

9. A total of eight **counselor workdays** shall proceed and follow each school year to be paid at the normal per diem rate. The schedule of such workdays will be determined by the administration after consultation with each counselor. Two (2) additional workdays will be made available to fulfill evening responsibilities during the regular school year, with days being used in quarter-day or half-day increments, with pay at the normal per diem rate. Such evening responsibilities shall be determined by prior mutual agreement of the administration and counselor.

10. **Substituting on Conference Period**

Each teacher may substitute teach on his/her conference (specials) period if a substitute teacher is not available and shall be paid \$30 per class period; such substituting shall be voluntary. Each teacher may substitute for compensation, a maximum of 1 class period per day.

It is further agreed that paid substituting during a conference period will be for situations where a substitute teacher would have been utilized if one had been available and shall not preclude a regular classroom teacher occasionally covering for another as a professional courtesy to "free up" a teacher for a portion of a school day for such purposes as allowing the teacher to meet with a parent, attend an IEPC meeting or another school meeting, etc.

Teachers may mutually agree to provide coverage for one another during conference periods with prior notice and approval from building administrator. In such circumstances, teachers will not receive payment, nor will he/she be charged leave time.

**ARTICLE 22
DURATION OF AGREEMENT**

This agreement shall be in effect from July 1, 2020 through June 30, 2022.

- A. The parties acknowledge that during the negotiations which resulted in this Agreement each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining and that 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 District and the Association, for the life of this Agreement, each voluntarily and unqualifiedly waive the right, and each agrees that the other shall not be obligated to, bargain collectively with respect to any subject or matter referred to or covered by this Agreement and with respect to any subject or matter not specifically referred to or covered in this Agreement even though such subject or matter may not have been within the knowledge and contemplation of either or both of the parties at the time that they negotiated or signed this Agreement.

- B. Negotiations between the parties shall begin sixty (60) days prior to the contract expiration date or as otherwise mutually agreed. If, pursuant to such negotiations, an Agreement on the renewal or modification is not reached prior to the expiration date, this Agreement shall expire at such expiration date unless it is extended by mutual agreement of the parties.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their authorized representatives as of December 4, 2019.

Board of Education
Lapeer Community Schools

Lapeer Education Association
of the Lapeer Community Schools

Approved

Ratified

by _____
Michael Keller, President

by _____
Kristen Wilcox, President

and _____
Denise Becker, Secretary

and _____
Sally Wolfer, Chief Negotiator

**APPENDIX B
PERSONAL BUSINESS DAY APPLICATION INFORMATION**

Personal business leave is for an absence necessitated by circumstances that are of a personal nature to the employee and cannot be attended to outside the normal working day. Personal business days shall be approved without substantiation or explanation except for the periods of time delineated on the personal business day request form, or if reasonable evidence exists to suspect use of personal business day leave for the unapprovable reasons stated on the request form. Due to the difficulty of securing substitutes on Fridays and a past history of excessive personal business day use on Fridays, employees are encouraged to plan for prearranged personal business days on days other than Friday. Employees may be contacted to request a rescheduling of personal business days contingent upon substitute availability.

It is the District's intent that personal business days are appropriate and typical of the following obligations, although these are ***not all inclusive***: court appearances, scheduled medical examinations, religious holidays, college graduation exercises, real estate transactions, honors convocations honoring the employee or members of his or her immediate family, legal or financial matters, moving, registration at a university, marriage, and other personal matters of a business nature.

It is the responsibility of the employee to contact the Absence Reporting System prior to any absence due to personal business (even if a substitute is not needed).

**LAPEER COMMUNITY SCHOOLS
REQUEST FOR PERSONAL BUSINESS LEAVE**

Employee's Name

Date of Request

Building Assignment(s)/Position

Date(s) of Absence-Indicate times if less than a full day

Personal business leave is for an absence necessitated by circumstances that are of a personal nature to the employee and cannot be attended to outside the normal working day. Such leave is for personal matters of a *business* nature.

1. A request for personal business leave must be forwarded to the Human Resources Office for processing three (3) business days in advance prior to the leave day(s) whenever possible. Prior requests are not required for emergencies, but an explanation must be provided below.
2. IT IS ALWAYS THE EMPLOYEE'S RESPONSIBILITY TO NOTIFY THE PRINCIPAL OR SUPERVISOR OF AN ABSENCE FOR EITHER PRIOR-REQUESTED OR EMERGENCY PERSONAL BUSINESS LEAVE.
3. All personal business leave requests should be on this form; however, the Absence Report Form must be completed following the absence and sent to the Business Office.
4. All requests must be processed through the building principal.
5. Processing of the personal business leave request does **NOT** indicate that the employee has sufficient leave days available. It is the employee's responsibility to maintain a record of leave days used.
6. Notification of personal business leave arrangements will be sent to the employee via school mail.
7. Personal business days requested the day before or the day after school holidays or vacation periods and personal business days requested for use on in-service days require explanation below and may require verification.
8. Personal business leave is not to be used for hunting or vacation (***Master Agreement, Article 12, D.***)

Explanation if three-day advance notice is not provided pursuant to #1 or if #7 applies: _____

EMPLOYEE SIGNATURE

PRINCIPALS - Sign and indicate any staffing concerns prior to sending to the Human Resources Office.

Principal's Signature

Date

Internal Administrative Office Action: _____ **APPROVED**

_____ **NOT APPROVED**

Signature

Date

APPENDIX C

Date Filed _____

GRIEVANCE REPORT FORM

Building

Assignment

Grievant's Name

A. Date Cause of Grievance Occurred _____

B. Statement of Grievance _____

C. Relief Sought _____

Signature

Date

NOTE:

- 1) If additional space is needed in B. or C., attach additional sheets.**
- 2) Submit to Principal in Duplicate.**
- 3) All provisions of Article 14. will be strictly observed in settlement of grievances.**

APPENDIX D

The below provisions shall be read in addition to, or in place of, the terms already contained within this Agreement. This Appendix shall be applicable to only those members of the Lapeer Education Association whose employment is **NOT** regulated by 1937 (Ex Sess) PA 4, MCL 38.71 to 38.191 or who are **NOT** teachers, as that term is defined in section 1 of article I of 1937 (Ex Sess) PA 4, MCL 38.71.

Strictly for ease of use, language remaining in the Master Agreement is repeated herein and identified through the use of *italic font*.

1. **Article 4, Section E shall read:**

No non-classroom professional who does not possess a teaching certificate (hereinafter referred to as "non-certificated, non-classroom professional") shall be disciplined, reduced in compensation, or dismissed without just cause and observation of due process.

2. **Article 8 shall read:**

- A. Staff shall be notified, in writing, of their tentative assignments for the coming school year, including the school to which they will be assigned, the grade and/or courses that they will teach, and any unusual or special classes to which they will be assigned. The notice will be given at least three (3) workdays prior to the first posting in the spring and will be in accord with Article 9, A, Step 4. When a change in the tentative program of a teacher occurs the teacher shall be notified as soon as possible. *The Board reserves the right to revise specific work assignments*, respecting contract provisions, as may be necessary as enrollment, finances or program needs may change. When tentative assignments are developed at the secondary level, preferences of non-certificated, non-classroom professionals will be considered by building administration and if preferences of two or more non-certificated, non-classroom professionals are in conflict, the preference of the most senior non-certificated, non-classroom professional will take precedent over the lesser senior non-certificated, non-classroom professional.
- B. It is recognized that changes in grade and subject assignment may often become necessary and that the changes may prove to be beneficial to the teacher, the students, and the school system. In determining the assignments and transfers, the convenience and wishes of the individual non-certificated, non-classroom professionals will be honored to the extent that these considerations do not conflict with the instructional requirements and best interests of the school system and pupils. An involuntary transfer shall be made only after a meeting with the teacher, a representative of the Executive Board of the Association, and the Superintendent or his designee, at which time the teacher will be notified of the reason for the assignment or transfer. Every effort will be made to avoid the reassignment or transfer of non-certificated, non-classroom professionals.
- C. Travel of non-certificated, non-classroom professional between secondary buildings shall be avoided whenever possible. If a non-certificated, non-classroom professional position requiring inter-building travel is necessary it shall be filled by the least senior, qualified person unless by mutual agreement a more senior person may be assigned. Non-certificated, non-classroom professionals so assigned shall use the time before and after school as specified in Article 6, paragraph one, for planning time without other assignment.

- D. In arranging schedules for staff who are assigned to more than one school, an effort will be made to limit the amount of interschool travel. *Staff who are assigned to more than one school in any school day shall receive the IRS approved reimbursement per mile for all inter-school travel. Travel shall be authorized and limited by the Administration in accordance with past practices. Employees may request reimbursement on a monthly or bi-annual basis following each trimester. The final such request during any school year must be submitted to the Human Resources Office no later than three (3) working days following the teachers' last workday of the school year; reimbursement requests submitted after that date shall be denied.*

3. **Article 9 shall read:**

- A. Annual Staffing Determinations to be completed each April:

- Step 1. The Board shall determine the District's tentative staffing needs for the next school year considering available enrollment and financial projections for the ensuing year. The Board shall have sole authority to determine its position on the variables that may exist at that time regarding funding as it may relate to staffing needs.

The Administration and LEA shall jointly develop a list of all employees with bargaining unit seniority indicating the seniority status and current position status of each. This list shall include those staff actually working and all staff on leave who are scheduled to return for the following year or yet in the current school year. The list shall not include any terminating contract employees or any staff whose voluntary leaves are not scheduled to terminate during the current school year or at the beginning of the next school year.

Beginning with the last name on this list, the Board shall identify the total number of non-certificated, non-classroom professionals who must be removed to have the remaining list equal the number of non-certificated, non-classroom professionals projected to be retained. The non-certificated, non-classroom professionals identified shall not receive a tentative assignment as referenced in Article 8, B. and shall be added to the Displaced Staff list referenced below in Step 2.

- Step 2. At least three days prior to the first posting in the spring, the Displaced Staff List shall be prepared by the Administration. The Displaced Staff List shall include staff who: 1) were assigned a position for all or part of the current year which was either never posted or was assigned as a result of another non-certificated, non-classroom professional being involuntarily transferred from his or her position to fulfill other provisions of the contract; 2) had their specific positions eliminated due to program and enrollment change or financial reasons; 3) have been added to the Displaced Staff list as referenced above in Step 1; 4) were displaced by building staffing procedures referenced below in Step 4; and 5) any non-certificated, non-classroom professional staff who volunteer to become Displaced Staff.

Step 3. Non-certificated, non-classroom professionals in regular positions for the current year shall either be tentatively assigned to positions for the ensuing year or designated as a Displaced Staff in accord with applicable contract provisions, certification/qualifications, the special staffing procedures contained herein, and the best interests of the school district. Non-certificated, non-classroom professionals who are in positions other than their regular positions because of an Involuntary Transfer are considered as being in their position of record as this process begins.

Step 4. Within each building or instructional unit/department and at least three (3) workdays prior to the first posting in the spring, the principal or director shall tentatively assign staff after consultation with the appropriate staff persons or committees. Such tentative assignments shall be consistent with relevant Article 8 provisions and the following:

a. Each non-certificated, non-classroom professional staff person assigned must fulfill the requirements of the position and such additional qualifications as may be contractually applicable.

b. Non-certificated, non-classroom professionals in a building or instructional unit not displaced pursuant to Step 2 above shall be assigned within the building to the extent possible based on the positions determined by the administration. During a period of declining non-certificated, non-classroom professional positions as referenced in Article 9, E, part-time non-certificated, non-classroom professional will be tentatively assigned to part-time assignments of the same percentage as the current school.

c. High School and Middle School

Although it is desirable to have all assignments within one academic department and in one building, it may be necessary to create assignments in two or more academic departments or buildings in order to have staff assigned to full schedules. All non-certificated, non-classroom professional assignments within a department, across departments, and between buildings are subject to revisions until the current staff is fully assigned, if possible, and no vacancy is determined until this process is completed. Posted vacancies are subject to reposting in new forms or combinations as staff reassignments are made to accommodate the specific certifications of new staff hired or staff transferring into the building.

Step 5. After the Staffing Process specified above in Step 4 is completed, the Board shall identify the vacancies which exist, including all vacancies created by leaves, resignations, or newly created positions.

Finally, at this time, the Administration shall prepare a list of Displaced Staff to be Assigned a Position and a separate list of Displaced Staff Not to be Assigned a Position. All staff assigned or to be assigned a position are considered to have reasonable assurance of employment in the following year. Any staff on the Displaced Staff Not to be Assigned a Position list who are not on unpaid leave shall, within three working days, receive a notice regarding layoff. Such notice at this point shall be considered timely as regards contract provisions.

B. Postings and Position Requirements

1. When any bargaining unit vacancy occurs as a result of the staffing process or program changes, the Board shall publicize the same by giving written notice of such vacancy, its minimum requirements, and any preferred qualifications. Such notice shall be emailed to all bargaining unit members and shall be posted in each school building and the Administration Building. During periods when bargaining unit members are not working, the notice shall be emailed to members and shall be posted in the Administration Building.

Each vacancy or new position which occurs, subject to other provisions of this Article, shall be posted. This includes reposting positions which were filled but reopened and new subject area combinations at the secondary level which result from new or transferred non-certificated, non-classroom professional being added to the bargaining staff.

2. Beginning the third Monday of April and continuing through the third Monday of June, vacancies will be posted and filled by 3:00 PM the immediately following Friday in accord with provisions of this Section B. Currently assigned staff and Displaced Staff to be Assigned a Position may apply during the 48 hour application period immediately following each posting if they are appropriately certified and qualified. Applications received after this application period shall not be considered. In the event that the third Monday of April falls during spring recess, the posting process specified herein and in Subsection B., 3, will be advanced or delayed up to one week at the determination of the Board. During the week that includes Memorial Day, vacancies will be posted on Tuesday.
3. Each bargaining unit position becoming available after the last posting in June as referenced above in "2", will be handled as follows:
 - a. Available positions (i.e. vacancies) that have not been posted, if any, will be communicated to all bargaining unit members through two (2) notices specifying positions that are known at the time of each notice. Such notice will be sent by email on Friday with available positions being filled the immediately following Friday. The first such notice shall be sent no later than the third Friday in July, and the second such notice shall be sent no earlier than the first Friday in August. Following the first such notice (and the filling of vacant positions on the seventh day following the notice as referenced below) any positions that remain vacant may be combined to form new positions. The administration may determine to post such positions in the second notice referenced in this paragraph, may add such positions to a part-time non-certificated, non-classroom professional assignment, or may determine to fill the position with a new hire.

If a non-certificated, non-classroom professional position is filled by increasing a part-time first-year non-certificated, non-classroom professional's assignment, said non-certificated, non-classroom professional will be considered displaced to begin the staffing process the following April and the position s/he was in will be posted the

subsequent school year if said position exists. If filled by a non-certificated, non-classroom professional new hire, no position of record shall be established in this situation and such position shall be posted internally prior to the subsequent school year if said position exists.

- b. Following each notice as referenced above in "a", appropriately certified and qualified bargaining unit members may apply for any available positions for which they are certified and qualified. The application period pertaining to each such available position shall be from the time the Friday email notice was sent until the immediately following Tuesday at 4:00 PM. Applications received after this application period shall not be considered. On the seventh day following each notice referenced above in "a", as needed, vacant positions will be filled by 3:00 PM. Positions not filled by bargaining unit members through this posting process shall be filled by a new hire placed on a regular contract.. Any new employee placed on a regular contract in this situation shall establish a position of record.
 - c. Any vacancy resulting from a bargaining unit member transferring to a position as the result of the first notice referenced above in "a" will be included in the second notice referenced above in "a." Any position vacancy occurring after the second notice referenced above in "a." shall be filled by a new hire. No position of record shall be established for a non-certificated, non-classroom professional in this situation, and such position shall be posted internally prior to the subsequent school year if said position exists.
4. Non-certified, non-classroom professional positions will be posted independently of paid extracurricular positions. All paid extracurricular positions shall be posted independently of non-certified, non-classroom professional positions.
5. Except for probationary staff who received an unsatisfactory judgment on the "Summative Evaluation" during the current school year, fully certified probationary special education teachers (excluding teachers hired on a full-year or emergency permit), and probationary Lapeer Community High School (LCHS) teachers, any member of the bargaining unit may apply for a posted vacancy or new position if he/she meets the minimum requirements stated in the posting or expects to before the final filling of the position. Probationary staff receiving such an unsatisfactory judgment may not apply for any posted vacancy unless displaced due to reduction in staff.
6. The non-certificated, non-classroom professional bargaining unit applicant with the greatest seniority shall be awarded the position, provided, however, that the applicant with less seniority or outside applicant may be awarded a position involving the consulting, coordinating, or directing of other teachers if he/she possesses qualifications that are superior to applicants with greater seniority. (Relative to coaching and hiring an outside applicant, such a position is limited to head varsity coaching positions). In determining superior qualifications the Board must consider only relevant items which relate to the applicant's ability to fulfill the position's responsibilities, and the Association and Board shall mutually determine relevant qualification areas to be delineated in the posting.
7. In order to provide staff applicants an opportunity to familiarize themselves with the position, to discuss qualifications, and to learn administrative expectations, it may be necessary for

applicants to participate in interviews with the building principal or appropriate program director.

8. The Board declares its support of a policy of filling bargaining unit vacancies from within its own teaching staff. Further, the Board is supportive of teachers having the opportunity to be assigned to administrative, supervisory positions. Therefore, any new or vacant administrative positions will be posted for informational purposes and shall not be subject to other provisions of this Article.
9. The Superintendent shall acknowledge receipt of all requests for consideration and shall inform the staff member as soon as possible as to the disposition of the request. All vacancies require new applications.
10. Qualification standards beyond those of required licenses or State certifications will prevail in assigning non-certificated, non-classroom professional staff when the district has adopted accreditation agency or state funding standards which are more restrictive. In order to avoid displacing staff the district will apply for individual non-certificated, non-classroom professional waivers to the standards to the extent the accrediting agency or State allows.
11. In elementary buildings, where an academic-specialization team teaching program has been endorsed by the E.S.C. and has operated for at least one year, positions may be posted indicating the specific subject area specialization which will be a required part of the assignment.
12. Overages at the middle and high school levels (i.e. working more than full-time as defined in Article 7) will be assigned no earlier than August of each school year and, for non-certificated, non-classroom professionals, after all other options for filling available positions have been exhausted. Non-certificated, non-classroom professional overages will be offered to the most senior, appropriately qualified non-certificated, non-classroom professional in the building who has a planning period the hour of the available position or could have such a planning period by mutual agreement of the non-certificated, non-classroom professional(s) and building administration. If no such non-certificated, non-classroom professional exists in the building, the highest senior non-certificated, non-classroom professional who is appropriately qualified will be offered the available position if it does not conflict with the schedule of her/his regular assignment.

C. Provisions For Displaced Staff to be Assigned a Position

Starting immediately after the last posting referenced above in "B, 3," the administration and the LEA's designated person(s) shall determine and mutually agree upon the Involuntary Transfers of non-certificated, non-classroom professionals as may be necessary to place all such Displaced Staff to be Assigned a Position for the ensuing school year. The following guidelines will be used when making involuntary transfers.

- Non-certificated, non-classroom professionals with ten (10) or more years of seniority may be involuntarily transferred no more than two (2) times for a less senior non-certificated, non-classroom professional staff member unless there exists no other alternative involving a more senior staff person who has been involuntarily transferred less than two (2) times. Verifiable involuntary transfers having occurred any time before or after effectuation of this contract provision shall apply toward this limit of two (2) involuntary transfers. The Board shall maintain a list of all involuntary transfers of non-certificated, non-classroom professionals having occurred in the District; the Association will review the list and certify to its accuracy. If all affected individuals for a particular involuntary transfer of non-certificated, non-classroom professionals have been transferred two (2) times, the standard herein shall be raised to three (3).
- No non-certificated, non-classroom professional with twenty-five (25) or more years of seniority will be involuntarily transferred pursuant to this paragraph.
- Being assigned from the Displaced Staff to be Assigned a Position list does not constitute

- an involuntary transfer.
- All involuntary transfers made pursuant to this paragraph are considered temporary (one year) assignments, and any transferred non-certificated, non-classroom professional maintains rights to his/her position of record.
 - At all points during the involuntary transfer process referenced above, the least senior principle and the fewest possible transfers principle are to apply, except as stipulated above, with all certification and qualification standards being observed.
- Step 1 Beginning with the most senior, the non-certificated, non-classroom professional employees on the Displaced Staff to be Assigned a Position list shall be placed in any vacant position in such a manner that employees are in positions for which they are qualified. As many of the Displaced Staff to be Assigned a Position as possible shall be so placed in order to minimize the need to involuntarily transfer assigned non-certificated, non-classroom professionals. When possible and not contrary to the objectives of this item, non-certificated, non-classroom professionals shall be able to choose among available positions on the basis of seniority. This shall become their position of record.
- Step 2 The first involuntary transfers of non-certificated, non-classroom professionals to be effectuated will be of anyone who posted into a new position during the posting period if said transfer is a return to the specific assignment if said transfer would result in a vacancy which can be directly filled from the Displaced Staff to be Assigned a Position list and if said transfer does not conflict with C., above. Such transfers do not necessarily return a non-certificated, non-classroom professional to the same specific position or building s/he occupied at the time s/he posted into the new position.
- Step 3 Additional involuntary transfers will be made to complete placement of all non-certificated, non-classroom professional staff on the Displaced Staff to be Assigned A Position list. If multiple options exist for making such transfers, the principal of least senior shall prevail. In determining least senior, in a situation involving multiple involuntary transfers in order to temporarily assign a displaced non-certificated, non-classroom professional, the total years of seniority of the involuntarily transferred non-certificated, non-classroom professionals will be the seniority number used. For example, if one option exists that would involve involuntary transfer of a non-certificated, non-classroom professional with twenty (20) years of service in order to temporarily assign a displaced non-certificated, non-classroom professional and another option exists that would involve involuntary transfer of three (3) non-certificated, non-classroom professionals who each have nineteen (19) years of service in order to temporarily assign that displaced non-certificated, non-classroom professional, the non-certificated, non-classroom professional with twenty (20) years of service would be involuntarily transferred.
- Step 4 After Involuntary Transfers are complete, an attempt will be made to pair the most senior non-certificated, non-classroom professional from the Displaced Staff to be Assigned a Position list who was assigned to a temporary position with the most senior non-certificated, non-classroom professional who was involuntarily transferred so that as Involuntary Transfers are undone, the most senior displaced non-certificated, non-classroom professional will be the first given a position of record and, to the degree feasible, the most senior involuntarily transferred non-certificated, non-classroom professional would be the first returned to his/her position of record. Herein, unlike Step 3, the seniority number

used is the highest seniority of any non-certificated, non-classroom professional involved in a specific involuntary transfer. For example, if one pairing option exists that would involve pairing one involuntary transferred non-certificated, non-classroom professional with twenty (20) years of service with the most senior non-certificated, non-classroom professional who was assigned to a temporary position and another option exists that would pair three (3) involuntary transferred non-certificated, non-classroom professionals who each have nineteen (19) years of service with the most senior non-certificated, non-classroom professional who was assigned to a temporary position, the non-certificated, non-classroom professional with twenty (20) years of seniority would be paired.

Step 5 If there is any non-certificated, non-classroom professional who is discovered to be unplaceable, s/he shall be placed on the Displaced Staff Not to be Assigned a Position list unless s/he is more senior than a non-certificated, non-classroom professional who previously was given a tentative assignment. In such a case, tentative assignments as referenced in Article 9, A, Step 4, and shall be revised by building administration observing all provisions of Article 9, A, Step 4, and for the purpose of developing a tentative assignment for the more senior non-certificated, non-classroom professional. The less senior non-certificated, non-classroom professional immediately shall receive a notice regarding layoff which shall be considered timely notice under contract provisions.

Step 6 If during this period, but prior to the first scheduled student attendance day, any new non-certificated, non-classroom professional vacancies occur due to new positions, leaves, or resignations the administration and the LEA's designated person(s) shall determine and mutually agree upon the reassignments and adjustments in the steps above in order to make the final number of Involuntary Transfers as small as possible respecting the seniority principle referenced above in Step 4.

At all steps in the process of placing Displaced Staff to be Assigned a Position the following additional provisions shall apply:

- The Administration reserves the right to place a non-certificated, non-classroom professional in any position in order to fulfill an Involuntary Transfer agreed upon under Article 8 of the contract. The only limitation shall be that the non-certificated, non-classroom professional must have adequate seniority to maintain a position.
- Special Education rules must be followed and special education staffing requirements must be met as determined by the Administration.

D. Recall List and Provisions for Recalling Non-Certified, Non-Classroom Professional Staff

1. At any point during the staffing cycle as new positions may be established or as vacancies are created by assigned staff leaving before the start of the ensuing school year, the appropriate number of specific staff will be taken from the Displaced Staff Not to be Assigned a Position list and placed on the Displaced Staff to be Assigned a Position list. Immediately upon being moved from the one list to the other, the staff member will have reasonable assurance of employment for the ensuing year and shall be so notified. Regardless of the time of this change in status, the employee must accept the change and is not entitled to exercise an option to go on the Recall List.

2. On the first scheduled day of classes for students the Displaced Staff Not to be assigned a Position list shall become the Recall List.
3. Non-certificated, non-classroom professionals on the Recall List shall be recalled to the first position for which they are qualified in descending order of seniority. A staff member who is laid off and accepts a position elsewhere before recall, and is unable to obtain a release, shall be retained on the Recall List in accordance with their seniority for the remainder of the school year in which the recall was made. If a position is still available for the next school year the teacher must return or forfeit all recall rights. If no position is available the right to recall shall be continued until the teacher returns to an available position or forfeits all recall rights by declining such an available position.
4. If a position exists within the district for which a non-certificated, non-classroom professional on the Recall List is most senior non-certificated, non-classroom professional and qualified pursuant to this agreement, the non-certificated, non-classroom professional shall be notified by certified mail. Unless covered by "D. 3" above, within ten (10) calendar days of the receipt of a written offer to return to employment, the non-certificated, non-classroom professional shall accept the position by replying in writing, and the non-certificated, non-classroom professional shall report for work within fifteen (15) calendar days of receipt of the notice or on the reporting date indicated, whichever is later. Failure to comply with the above conditions will result in forfeiture of recall rights. If the non-certificated, non-classroom professional can qualify for a leave under the existing leave provisions, the recall rights will extend until the leave terminates at which time the person shall be on recall status.
5. Notification of a recall shall be in writing with a copy to the Association. The notification shall be sent by certified mail to the employee's last known address. It shall be the responsibility of each employee to notify the Board of any change in address.
6. When layoffs are not to be effectuated until the beginning of the subsequent school year, all staff subject to such layoff shall receive the same Board-paid health insurance (i.e. medical, dental, and vision) benefits during July and August of the current calendar year as they would have received absent such layoff.
7. A laid off *non-certified, non-classroom professional* shall, upon application, be granted priority status on the District substitute teacher list.
8. At no time shall Involuntary Transfers be effectuated during the school year to recall additional non-certificated, non-classroom professionals from the Recall List.
9. All staff on voluntary leaves expiring during the course of the school year and not guaranteed a specific position pursuant to other sections of the contract shall be placed on the Recall List.
10. At the start of the next school year staffing cycle, any staff who may have remained on the Recall List throughout the school year will be placed on the total staff list developed Article 9, A, Step 1, with the express understanding that an additional lay-off notice shall not be necessary if the employee is again placed on the Displaced Staff Not to be Assigned a Position list, and no benefits shall accrue

as a result of this process.

E. General Provisions Governing Reductions in Staff and Periods of Declining *Non-Certified, Non-Classroom Professional* Positions

1. The administration shall endeavor to advise staff members as early as possible of the possibility of a reduction in *non-certified, non-classroom professional* staff positions which could result in current year staff being laid off. By March 1 of each school year the Board shall advise the LEA President of its projections for staffing for the following year. Should there appear to be evidence, in the Board's judgment, that a reduction in staff may be necessary, the LEA and Administration shall mutually agree upon the steps necessary to appropriately and adequately advise staff.
2. The Board specifically reserves the right to reduce teaching positions at any time for financial or other reasons not controlled by the district and in such circumstances the decision to effect a reduction in staff shall be solely the Board's decision, provided however that the LEA is allowed the opportunity to present alternative solutions for the Board's consideration. Should such occasion arise, outside the normal staffing cycle referenced in Article 9, A, B, and C, laid off staff shall receive notice at least 30 calendar days prior to its implementation. Laid off staff shall have health insurance (i.e. medical, dental, and vision) benefits extended for the first two months they are on layoff status. The actual non-certificated, non-classroom professional staff laid off shall be the least senior unless otherwise determined by relevant provisions of the Master Agreement. Necessary Involuntary Transfers, following established guidelines in Article 9, C, shall be made to accomplish that condition. The Board shall determine the date of such changes taking effect striving to provide the least disruption of the school program. Such non-certificated, non-classroom professional laid off shall be placed on the Recall List and shall be subject to the conditions of Article 9, D.
3. During a period of impending layoffs, the Board agrees to grant all requests for voluntary leaves of absence to staff who make such requests pursuant to Article 12, L.
 1. When an employee is laid off the action will automatically terminate the individual employment contract and shall suspend, for the duration of the layoff, any obligation of the Board to pay salary or fringe benefits of the laid off employee's individual contract or under this Master Agreement, except as otherwise specifically provided.
 2. Should a non-certificated, non-classroom professional be assigned or offered only a part-time position, except on a voluntary basis, the non-certificated, non-classroom professional shall have the right to transfer to the position of the least senior non-certificated, non-classroom professional holding a full-time position for which the more senior non-certificated, non-classroom professional is qualified and certified. Non-certificated, non-classroom professionals in part-time positions other than by choice shall be the least senior, provided that Involuntary Transfers shall not be effected to accomplish this. Any staff requesting a part-time position in writing and subsequently voluntarily being assigned a part-time position must notify the Administration should s/he wish to retain rights to a full-time position. Such right to full-time position shall not become applicable until the process for staffing for the

ensuing school year begins.

- F. The Association shall be notified within three (3) workdays of any Board decision to close a building, merge two or more schools, revise a building's grade configuration, open a building, move an educational program, or change a building's educational design. Following such a Board decision, the Administration and the Association will meet to discuss related staffing procedures. Finally, the Association and Administration shall determine necessary steps for notifying affected staff of the decision and their related staffing rights. These staffing rights will be governed by the following:

1. School Closure

a. Merging Two or More Schools

If two (2) or more schools are merged into a single school (e.g. one elementary school or high school is closed and thereafter all students from the closed school are assigned to one school) all staff of each school affected by the merger will be placed on the "Displaced Staff list" referenced in "A, Step 2" of this Article, and they will be staffed accordingly.

b. School Disbandment

If a school is scheduled to close and students from the closed school are to be disbursed among multiple schools (e.g. Attica Elementary School students being distributed between Maple Grove and Lynch Elementary School upon closing) staff assigned to the closing school will be placed on the "Displaced Staff list" referenced in "A, Step 2" of this Article.

c. Two-Building Instructional Unit

If one building of a two-building school closes, non-certificated, non-classroom professionals in that school will be given tentative assignments in the still open building consistent with Article 9, A, Step 4.

2. Revision of a School's Grade Configuration

a. One grade level change only

If a school's grade configuration is scheduled to change only by one grade level in the subsequent school year (e.g. changing from a: K-6 to a K-5 elementary; 6-8 to a 7-8 middle level; 8-12 high school to a 9-12 high school), the staff directly impacted (i.e. those staff in the grade that is eliminated) will be affected and therefore placed on the Displaced Staff list referenced in Article 10, A, Step 2, and they will be staffed accordingly. For example, a school changing from a K-6 to a K-5 elementary results only in the displacement of 6th grade staff in that school; a school changing from a 6-8 to a 7-8 middle level results only in the displacement of 6th grade staff; a school changing from a 8-12 to a 9-12 high school results only in the displacement of 8th grade teachers in that school. In this example, which is scheduled to occur in 2010-2011 when the two middle schools open, 8th grade staff are those who do not have 9-12 certification. In relation to the high schools changing from 8-12 schools in 2009-2010 to 9-12 schools in 2010-2011, if there are an insufficient number of available sections within a department to staff all remaining staff, additional staff will be displaced if they: volunteer, are not certified and highly qualified for available sections, have lesser district seniority than other staff in the department. If a staff member is assigned to more than one department, such a staff member is considered

assigned to each department for purposes of this provision.

b. More than one grade level change

If a school's grade configuration is scheduled to change by more than one grade level in the subsequent year (e.g. Zemmer 7 to Zemmer 6-8 or K-3 to K-6 elementary) staffing will be handled as follows:

- (1) All staff will be placed on the Displaced Staff list referenced in "A, Step 2" of this Article and they will be staffed accordingly;
- (2) All positions of such reconfigured school will be posted pursuant to provisions of this Article.

3. Opening a Building

When a building is first opened, whether newly constructed or renovated, all positions will be posted pursuant to provisions of this Article that are in effect at the time of such opening except for a situation in which one school closes and the majority of that school's students will attend a newly opened building and, in such a situation, the non-certificated, non-classroom professional staff of the closing school shall be provided tentative assignments in the newly opened building pursuant to "A, Step 4," of this Article, and all subsequent provisions of this Article will be followed.

4. Moving an educational program

The following governs non-certificated, non-classroom professional staffing associated with moving an educational program from one site to another: If an educational program, students assigned to that program, and program grade configuration remains unchanged, regardless of any name change associated with the change in program location, the program's existing non-certificated, non-classroom professional staff will have their positions of record changed to the new location (e.g. 2009-2010, moving Community High school to Cramton).

5. Change of a Building's Educational Design

If a building's educational design changes, all staff assigned to that building will be placed on the "Displaced Staff list" referenced in "A, Step 2" of this Article, and they will be staffed accordingly. Examples of such change would be converting Community High School from an alternative school to a third standard high school or designating one high school a technical school and one a fine arts school, or changing a traditional elementary school to a focus school.

6. In the event that staff are required to change buildings due to a Board decision referenced above in "F." of this Article, central administration will determine and communicate the maximum number of hours that staff will be paid at the curriculum rate for packing and unpacking classroom materials outside of his/her regular *non-certified, non-classroom professional* hours. The district will be responsible for providing packing supplies and for moving these materials. In consideration of factors that may not have been apparent at the time that this contract provision was originally agreed to, staffing provisions referenced herein in Section F may be modified by mutual agreement of the Administration and Association.

The following Article II of the Letter of Agreement, Lapeer Community High School Exception to the Master Agreement shall be inserted immediately following Article I and shall read:

II. Staffing/Layoff

- A. Staffing of non-certificated, non-classroom professionals for each subsequent school year shall be done separately for LCHS and the traditional K-12 program.
- B. Transfer of non-certificated, non-classroom professionals from LCHS to the traditional K-12 program during the posting period shall only occur if there are more positions available than teachers in the pool.
- C. If vacancies occur in either program, laid off non-certificated, non-classroom professional employees will be placed in their own groups, then cross group according to staffing procedures before new hires are contracted.

APPENDIX E DEPARTMENT CHAIRS

I. Department Divisions

A. High School Level

1. Alternative Ed (III.D)
2. Art
3. Business and Computer Science
4. Industrial Technology/Life Management
5. Counseling *(see III.A.6)
6. English/Language Arts
7. World Languages
8. Math
9. Music
10. Physical Education/Health
11. Science
12. Social Studies
13. Special Education

B. Middle Level (one per school)

1. English/Language Arts
2. Math
3. Science
4. Social Studies
5. Special Education

C. Middle Level (one per middle level)

1. Art
2. Music
3. Physical Education/Health
4. Technology
5. World Language
6. Counseling *(see III.A.6)

D. Elementary Level (2 for each of the core content areas, representing K-2, 3-5)

1. Language Arts
2. Math
3. Science
4. Social Studies
5. Early Childhood – 1 representative
6. Special Education – 1 representative
7. Specials
 - Art – 1 representative
 - Foreign Language – 1 representative
 - Music – 1 representative
 - Physical Education – 1 representative
 - Technology – 1 representative

E. District – Positions in this category include responsibilities for K-12 or 6-12 as needed and/or as specified. Duties include all those outlined in

Section III. A and III.B of this agreement, but may include additional responsibilities as articulated in Section III. C.

1. Special Education Professional Support Staff (i.e. psychologist, social worker, or speech pathologist)
2. Secondary (6-12) Lead Counselor (See III., A., 6. And III., C.)
3. Learning Coach (K-12)

II. Selection Procedure of Department Chairs

- A. Annually, five workdays prior to June 1, staff shall be notified of available positions and be allowed five days to indicate an interest to the appropriate administrator. Department chair appointments will be announced no later than the second workday following June 1.
- B. Before payment of the stipend, which will be included in the first paycheck in June, an annual review must be conducted by May 15 of each year by the administrator designated by the superintendent. Said review must incorporate the "Department Chair Request for Pay" form.

III. Duties of Department Chairs

- A. Provide leadership for the design of curriculum and delivery of instruction within the department.
 1. Facilitate curriculum/new course development including review all textbook and new or revised course proposals.
 2. Share best practices in teaching through professional development.
 3. Collect and analyze assessment data relative to the department/content area (MEAP, end of year exams/courses, etc.).
 4. Coordinate the alignment of a K-12 curriculum.
 5. Coordinate the integration of curriculum across the disciplines.
 6. Facilitate professional development on District in-service days. *except for counseling when this responsibility will be coordinated by the secondary (6-12) lead counselor.
- B. Manage the Department
 1. Attend all meetings of the entire body of department chairs, subject area and/or grade levels as well as building activities coordinated by the department. These meetings and activities may be held outside of the school day.
 2. Provide input in the assignment of classroom teachers, the selection of new personnel, and assignment of mentors.
 3. Advise the administration of issues within the department.
 4. When requested by the administration, provide input into the development of the master schedule of classes within the total number of sections available to the department as determined by the administration.
 5. Lead department in accomplishing its responsibilities.
 6. Plan, call, and conduct department/grade level meetings as needed.
 7. Prepare requisitions for department textbooks, supplies, and/or materials.
 8. Communicate the needs, interests, and thinking of department members to the administration and vice versa on matters of interest to both groups.

- C. Additional Responsibilities – Secondary (6-12) Lead Counselor
 - 1. Coordinate a comprehensive K-12 district TAG program.
 - 2. Develop transition materials to support families and students entering grades 6, 8 and 10.
 - 3. Coordinate monthly 6-12 Counseling Department collaboration meetings.
 - 4. Facilitate professional development on District in-service days. *except for counseling when this responsibility will be coordinated by the secondary (6-12) lead counselor.

- D. Additional Responsibilities – Alternative Ed
 - 1. Address initial student issues for students in the alternative education program;
 - 2. Assist in coordinating schedules to ensure a successful program;
 - 3. Work in collaboration with administration and staff to ensure the student code of conduct is followed by students;
 - 4. Assist in new student orientations;
 - 5. Work with Director of Innovation to ensure programs and supports are established to meet the academic and social needs of the students;
 - 6. Support other staff in the alternative education setting;
 - 7. Collect and analyze assessment data relative to the alternative education program;
 - 8. Facilitate professional development when needed; and
 - 9. Work with Center for Innovation staff to ensure program success as well as student success.

Department Chair Request for Pay

Please complete this form by May 1 and submit to you principal for review and approval. The form is then submitted to the Department of Instruction which approves the payment of the stipend.

Leadership for design of curriculum and delivery of instruction:

Check all
that apply

- Attended district level meetings
- Facilitated professional development on district inservice days
- Collected and analyzed assessment data relative to the department/content area

Management of the department:

Check all
that apply

- Attended building department chair meetings
- Conducted inventory of textbooks and supplies
- Processed requisition and invoices
- Served as communicator between the principal and the department members
- Conducted department meetings

Department Chair _____ Date _____

Principal _____ Date _____

APPENDIX G

***Article 20 Grandfathered Wage Schedule (2020-2021 & 2021-2022)**

*Individuals hired prior to July 1, 2018 and who as of July 1, 2018 would be on Step 5 -20 on the BA lane or Step 1 -20 of the BA18 lane, will remain on the BA or BA18 Salary Schedule listed below for 2020-2021 and 2021-2022 unless they qualify for movement to the MA lane.

Step	BA GF	BA +18 GF
1	35,541	37,370
2	36,432	38,308
3	37,370	39,293
4	38,308	40,279
5	39,293	41,319
6	40,279	42,358
7	41,319	43,448
8	42,358	44,539
9	43,448	45,685
10	44,539	46,832
11	45,685	48,038
12	46,832	49,243
13	48,038	50,511
14	49,243	51,780
15	50,511	53,112
16	51,780	54,446
17	53,112	55,849
18	54,446	57,251
19	57,251	60,198
20	60,272	63,375

**LETTER OF AGREEMENT
RE: COMPENSATION FOR PSYCHOLOGISTS AND
SPEECH AND LANGUAGE PATHOLOGISTS, AND SOCIAL WORKERS**

WHEREAS, sometimes a shortage of psychologists and/or speech and language pathologist exists, and

WHEREAS, even when such a shortage does not exist in one or both of those areas, a shortage of funding sometimes precludes the employment of additional staff to fill such positions, and

WHEREAS, because of such shortages and because of the necessity for some such employees to work beyond the contractually-defined workday because of required duties, and

WHEREAS, the parties indicated below wish to compensate these employees for performing such duties.

THEREFORE, it is hereby agreed that when management determines that additional psychologists and/or speech and language pathologists, are needed but a shortage of available candidates and/or a shortage of funding precludes such hiring, these employees will receive additional compensation as indicated below based upon the step that reflects the same employee's years of experience in the position in Lapeer Community Schools and the MA+15 lane as defined in the Article 21 Other Compensation Salary Schedule.

Psychologists	12%
Speech and Language Pathologists	6%
Social Workers	12%

Such additional compensation is provided in recognition of work beyond the contractually defined workday which is necessitated by not employing additional such staff.

For the Board

For the Association

Date

Date

**LETTER OF AGREEMENT
FAMILY AND MEDICAL LEAVE ACT**

The Board will comply with provisions of the Family and Medical Leave Act (FMLA) of 1993. To be eligible for leave under the Act, an employee must have been employed for at least 12 months and must have worked for at least 1250 hours during the previous 12-month period. To the extent required by law, an eligible employee is entitled to a total of 12 workweeks of leave during any twelve-month period (measured back from the last use of FMLA leave) for one or more of the following:

1. The birth and first-year care of a child;
2. The adoption or foster placement of a child and first-year care of the child;
3. The serious health condition of an employee's spouse, parent, or child;
4. The employee's own serious health condition.

Said leave shall be unpaid following utilization of all sick leave days provided for in this contract; such paid leave days must be taken at the beginning of any leave taken under the Act and shall not extend the maximum 12 workweek duration of the FMLA leave.

FMLA leave taken on an intermittent or reduced hours basis will be allowed only to the degree mandated by the Act.

To the maximum degree allowed by the Act, the employee shall provide notice prior to leave, certification to take leave, and medical certification to return from leave as may be required by the Board.

Employee return from leave taken under the Act will be to an equivalent position if required by the Act and as governed by relevant contract provision. For employees seeking to return from FMLA leave within the last three (3) weeks of any trimester/semester, the following shall apply.

1. If the employee begins any category of FMLA leave (except personal sick leave) five or more weeks prior to the end of the trimester/semester, and the period of leave is at least three weeks, then the Board may require an employee seeking to return within the last three weeks to continue taking leave until the end of such trimester/semester.
2. If the employee begins any category of FMLA leave (except personal sick leave) less than five weeks before the end of the trimester/semester and the period of leave is greater than two weeks, then the Board may require an employee seeking to return within the last two weeks to continue taking leave until the end of such trimester/semester.
3. If the employee begins any category of FMLA leave (except personal sick leave) three or fewer weeks before the end of the trimester/semester and the period of leave is greater than five working days, the Board may require the employee seeking to return to continue taking leave until the end of such trimester/semester.

For the Association

For the Board

Date

Date

**Letter of Agreement
Lapeer Education Association
RE: Large Lecture Style Class**

Whereas, the **2018-2020 Lapeer Education Association Master Agreement, Article 7, B. 5.** stipulates the maximum number of students who can be assigned to secondary teachers; and

Whereas, the Board and Association agree to allow the offering of a "large lecture" style class at the high school level which would require teachers to exceed the maximums defined in Article 7, B. 5 of the *Master Agreement*.

Therefore, it is hereby agreed that student maximums may be exceeded by more than 10 students but less than 30, unless authorized by the individual teacher, if a teacher posts for and is awarded a "large lecture style" position. In this circumstance, additional compensation will be determined and calculated as follows:

Base Wage of Teacher's Semester Salary (Annual Salary divided by 2), divided by maximum number of students (as defined in Article 7,B. 5), equals individual student rate. This rate is multiplied by the total number of students over the maximum as determined on the official fall count day. Additional compensation will be paid by the first pay in November. The same method will be used to calculate the payment for second semester based on the number of students enrolled on the official winter count day in February. The second semester overage will be paid no later than the first pay in March.

- 1) Actual Base Wage Teacher Salary Amount/2 = Semester Annual Salary Amount

Examples

Actual Base Wage Teacher Salary	Semester Annual Salary Amount
\$75,000	\$37,500

- 2) Semester annual salary amount/maximum number of students = per student rate

Examples

Semester Annual Salary Amount	Maximum number of students	Per student rate
\$37,500	165	\$227.27

- 3) Per Student Rate X Number of students over maximum = Additional compensation amount for semester

Examples

Per student rate	Number of students in excess of maximum	Additional compensation for semester
\$227.27	25	\$5,681.75

Finally, this provision may be altered only by written agreement for the parties indicated below.

For the Board

For the Union

Date

Date

**Letter of Agreement
Lapeer Education Association
RE: 2020-2021 & 2021-2022 School Calendar**

Whereas, except for the establishment of the starting day for the school year, the parties agree that the school calendar is a negotiable item, and;

Whereas, at the time of ratification of the ***2020-2022 Lapeer Education Association Master Agreement***, the parties had knowledge that recent changes enacted with the signing of the School Aid Act will provide more flexibility in how we count days and hours of instruction.

Therefore, it is hereby agreed that the 2020-2021 and 2021-2022 school calendar shall be developed and agreed to not later than January 1, 2020, unless such development and agreement is delayed by mutual written agreement of the Board and Association.

Finally, this provision may be altered only by written agreement for the parties indicated below.

For the Board

For the Union

Date

Date