



**2022 – 2025**

**TEACHER'S MASTER AGREEMENT**

**L'ANSE CREUSE PUBLIC SCHOOLS**

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**2022-2025 TEACHER'S MASTER AGREEMENT  
L'ANSE CREUSE PUBLIC SCHOOLS**

This Agreement entered into this twenty seventh day of June, 2022, by and between the Board of Education of L'Anse Creuse Public Schools school district, Clinton Township, Michigan, hereinafter called the "Board" and MEA-NEA Local 1, hereinafter called the "Association."

**WITNESSETH**

Whereas the Board and the Association recognize and declare that providing a quality education for the children of the L'Anse Creuse Public Schools School District is their mutual aim and that the character of such education depends predominately upon the quality and morale of the teaching staff, and

Whereas the members of the teaching profession are particularly qualified to assist in formulating policies and programs designed to improve educational standards, and

Whereas the Board has a statutory obligation, pursuant to Act 379 of the Michigan Public Acts of 1965, to bargain with the Association as the representative of its teaching personnel with respect to hours, wages, terms, and conditions of employment, and

Whereas the parties, following extended and deliberate professional negotiations, have reached certain understanding which they desire to memorialize,

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

**ARTICLE I**

**Recognition**

**A.** The Board hereby recognizes the Association as the exclusive bargaining representatives, as defined in Section II of Act 379, Public Acts of 1965, for all certified teaching personnel (including school social workers, vocationally certified teachers, the Lead Instructor in the JROTC program, school psychologists, and those non-certified personnel hired under State Statute P.A #25 of 1990) currently under contract with the Board of Education of L'Anse Creuse Public Schools, Clinton Township, Michigan, and any category not being supervisory shall be included in this unit: Excluding Superintendent, Assistant Superintendent for Curriculum and Instruction, Assistant Superintendent for Human Resources, Assistant Superintendent for Business, Executive Director for Support Services, Director for Finance, Executive Director for Instructional Support, Director for Special Education, Director for Academic Accountability, Director for Human Resources, Director for the JRA Performing Arts Center, Director for Adult Education, Director for Early Childhood, Director for Community Education, Principals, and Associate Principals and any other supervisory

positions that includes evaluation of bargaining unit members. The Association acknowledges that it shall not seek to represent or include said positions in the bargaining unit or allege any community of interest in their bargaining unit. The Superintendent of Schools, as the executive officer employed by the Board, is by Michigan Law charged with the responsibility of supervision and the welfare of the school district.

Whenever the term "Superintendent" is used hereinafter in this Agreement, it shall mean the person holding that title or any person in the administrative team to whom he/she may delegate the responsibility referred to in this Agreement. Any references to an "Administrator" in this Agreement shall mean the person holding that administrative position or any person to whom he/she may delegate the responsibility referred to in this Agreement. The term "teacher" when used hereinafter in this Agreement shall refer to all employees represented by the Association in the bargaining or negotiating unit as above defined, and references to male teachers shall include female teachers.

**B.** The Board agrees not to negotiate with any teachers' organization other than the Association for the duration of this Agreement. Nothing contained herein shall be construed to prevent any individual teacher from presenting a grievance and having the grievance adjusted without the intervention of the Association, if the adjustment is not inconsistent with the terms of this Agreement, provided that the Association has been given opportunity to be present at such adjustment.

**C.** Nothing contained herein shall be construed to deny or restrict to any teacher rights he/she may have under the Michigan General School Laws. The rights granted to teachers hereunder shall be deemed to be in addition to those provided elsewhere.

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## **ARTICLE II**

### **Teacher and Association Rights**

**A.** Pursuant to Act 379 of the Public Acts of 1965, the Board hereby agrees that every employee of the Board shall have the right freely to organize, join, and support the Association for the purpose of engaging in collective bargaining or negotiation and other concerted activities for mutual aid and protection. As a duly elected body exercising governmental power under color of law of the State of Michigan, the Board undertakes and agrees that it will not directly or indirectly discourage or deprive or coerce any teacher in the enjoyment or any rights conferred by Act 379 or other laws of Michigan or the Constitution of Michigan and the United States of America; that it will not discriminate against any teacher with respect to hours, wages, or any terms or conditions of employment by reason of his/her membership in the Association, his/her participation in collective professional negotiations with the Board, or his/her institution

of any grievance, complaint, or proceeding under this Agreement or otherwise with respect to any terms or conditions of employment.

**B.** The Association and committees authorized by the Association shall be allowed the use of school building facilities in accordance with the current school facility use policies and forms. The Association will be allowed the use of established communication facilities exclusive of television.

**C.** No teacher shall be prevented from wearing insignia, pins, or other identification of membership in the Association either on or off school premises.

**D.** The Board agrees to furnish to the Association in response to reasonable requests to the Superintendent all available information which is public information concerning the financial resources of the district, including but not limited to: annual financial reports and audits, register of certified personnel, budgets, agendas and minutes of Board of Education meetings, treasurer's reports, census and membership data, names and addresses of all teachers, curriculum committee meeting minutes, and building construction reports if available. In addition the Board agrees to provide at the district's expense a copy of the Board Book and/or including handout to the Association President within two (2) days of each School Board meeting.

The contract will be provided in electronic form to the Association leadership and members. Additionally, within forty-five (45) days of ratification, the Board will have the current contract uploaded and available on the transparency page of the School District's website. The contract shall remain publically available on the website during the duration of the contract.

**E.** The Association shall be encouraged to appoint committees to study such matters as school finance, construction, and policy so that the advice of such committees shall be presented to the Board of Education at the end of each semester and/or as requested by the Board.

**F.** At all times teachers will be entitled to have a representative of the Association present at meetings relating to the infraction of any rules or delinquency in professional performance of a teacher. The meeting will be conducted at a location where privacy is assured. When request for such representation is made, no action shall be taken with respect to the teacher until such representative is present. The Association shall endeavor to provide representation within two (2) working days. A teacher shall at all times be entitled to have present a representative of the Association at a meeting when an administrative act results in a reduction in rank, compensation, or deprivation of any professional advantage.

**G.** Special Conference - It is understood that problems of mutual concern may arise from time to time. Either party may request a conference to discuss such problems. Any request for such conference by the Association shall be made through the Superintendent of Schools. Any request for such a conference by the Board shall be

made through the District Association President. The agenda shall be limited to the problems indicated on the request.

Any issue that would result in changes and/or additions to this Agreement shall be resolved by a Board representative, the District Association President, and the Chief Negotiator or designee of each bargaining team.

#### H. Committees

1. Participation in any building or district school improvement committee is voluntary. At the building level, the administrator(s) and teachers will mutually agree to the composition and process for selecting the teacher representatives. At the district level, the Association President and the Assistant Superintendent will mutually agree upon the teacher representatives.
2. The District Assessment Committee involving teacher representatives and administrators from the buildings, central administrators, and the Association President and/or designee shall meet periodically or as needed. Participation on the committee will be voluntary.
3. If necessary the District Coordinating Council will meet to recommend curriculum and textbooks and supplies used in district-wide curricula. Recommendations will be made to the Board of Education.
4. All committees established will include Administration and Association appointed representatives and any recommendations are subject to approval of both parties.

I. Professional Contract Adjustment Team (PCAT) - The Association and the Board recognize that it is important to have a procedure for altering portions of this Agreement during its lifetime. This procedure will provide flexibility within the current climate of public education. The parties acknowledge their commitment to this as a joint process. We recognize the freedom of both parties to present views or proposals for consideration.

A building school improvement team, in cooperation with the building principal, may develop building proposals that encompasses instructional strategies.

To provide flexibility to this Agreement, the parties agree to establish a Professional Contract Adjustment Team. The Association members of this team will consist of the Association President and three (3) Association members selected solely by the Association's Executive Board. The Board members of this team will be the Superintendent or his/her designee and three (3) administrators selected by him/her. The Professional Contract Adjustment Team will meet when necessary.

Written proposals which have majority approval of the building faculty must be submitted to the Assistant Superintendent for Human Resources and reviewed by the Professional Contract Adjustment Team. The team's decision to recommend an adjustment of an existing provision of the Master Agreement must be by a majority vote.

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### **ARTICLE III**

#### **Management Rights**

**A.** Authority of the Board - It is mutually agreed that there is reserved exclusively to the Board all responsibilities, powers, rights, and authority vested in it or heretofore otherwise properly exercised by it under the laws and constitutions of the State of Michigan and the United States excepting such matters or things as may be expressly and in specific terms limited by the provisions of this Agreement. It is understood and agreed that the Board may continue to make and enforce any and all reasonable rules and regulations and policies relative to anything whatever necessary for the proper establishment, maintenance, management, and carrying on of the public schools of the district as provided in Section 614 of the Michigan School Code of 1955, as amended. The rights of the Board shall include, by way of illustration and not by way of limitation, the right to:

1. Manage and control its business, its equipment, and its operations and to direct the working forces and affairs of the L'Anse Creuse Public Schools school district.
2. Continue its rights, policies, and practices of assignment and direction of its personnel, determine the number of personnel and scheduling of all the foregoing, and the rights to establish, modify or change any work or business or school hours or days, but not in conflict with the specific provision of this Agreement.
3. The right to direct the working forces, including the right to hire, promote, suspend, and discharge employees, transfer employees, assign work or duties to employees, determine the size of the work force and to lay off employees, but not conflict with the provisions of this Agreement.
4. Determine the services, supplies, and equipment necessary to continue its operations and to determine all methods and means of distributing, disseminating, and/or selling its services, methods, schedules, and standards of operation; the means, methods, and processes of carrying on the work including automation or contracting thereof or changes therein, the institution of new and/or improved methods or changes therein.
5. Adopt reasonable rules and regulations.



6. Determine the qualification of employees, including physical conditions.
7. Determine the number and location or relocation of its facilities, including the establishment or relocations of new schools, buildings, departments, divisions or subdivisions thereof, and the relocation or closing of offices, departments, divisions or subdivisions, buildings, or other facilities.
8. Determine the placement or operations, production, service, maintenance or distribution of work, and the source of materials and supplies.
9. Determine the financial policies, including all accounting procedures.
10. Determine the size of the management organization, its functions, authority, amount of supervision and table of organization, provided that the Board shall not abridge any rights of employees as specifically provided for in this Agreement.
11. Determine the policy affecting the selection and training of employees providing that such selection shall be based upon lawful criteria.

The above are not to be interpreted as abridging or conflicting with any specific provision in this Agreement.

**B.** Recognizing that the education of children is the basic reason for establishment and operation of our public school system, the Association agrees that no strike, as defined in Section 1 of Public Act 379, will be voted, condoned, authorized, or undertaken by its members within the life of this Agreement, and that any teacher engaging in a concerted work stoppage, authorized or unauthorized by the Association, in the L'Anse Creuse Public Schools school district or any of its schools will be subject to dismissal according to statutory provisions.

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

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## **ARTICLE IV**

### **Professional Compensation**

**A.** The basic salaries of teachers (Schedule A) covered by this Agreement are incorporated in this Agreement. Such Schedule shall remain in effect during the term of this Agreement.

Each teacher shall have the option of selecting a salary biweekly payment plan including or not including summer months.

Salary payments will be made by direct deposit.

Record of salary payment will be received online at the designated employee website that displays all pertinent pay stub information.

Teachers receiving biweekly payments on an annual basis may opt at receiving a lump sum payment in June for the balance of their salary by notifying payroll by April 1 of the current school year.

Upon appropriate, written authorization from the bargaining unit member, the Board shall deduct from the salary of any such teacher and make appropriate Board approved annuity programs, Macomb Schools and Government Credit Union, MEA-PAC/NEA-PAC contributions, United Fund, or any other plans or programs jointly approved by the Association and the Board.

Pursuant to Section 409A of the Internal Revenue Service Code, teachers who are on unpaid leave for any portion of the year will not receive prorated compensation for the period of unpaid leave.

**B.** The salary schedule is based upon the regular school calendar and the normal teaching load as defined in this Agreement. Any teacher scheduled to teach beyond the seven and one quarter (7 ¼) hour day will be compensated at their per diem rate for the duration of their assignment. A teacher must be teaching in the position of additional responsibility for twenty-one (21) consecutive days. Time in said position less than that stipulated (21 school days) shall be remunerated at the rate of \$30 per hour. After twenty-one (21) consecutive school days at the hourly rate, the teacher shall receive retroactively per diem remuneration to first day of consecutive employment.

**C.** Teachers of Homebound students will be compensated at \$40 per hour.

Any teacher substituting for another teacher, but not on a regularly scheduled basis, shall be compensated on a prorated basis at the hourly rate of fifty dollars \$50.

Teachers who work on curriculum projects during the summer will receive \$35 per hour.

Teachers of summer school classes shall be compensated on a prorated basis at the hourly rate of forty dollars \$40.

Teachers teaching in Community Education Programs will be paid Community Education rates per scheduled hours. Community Education Programs are defined as programs that are developed by the Community and are normally taught outside of the school day. If application is not made by a teacher for a position within seven (7) days

of the posting, then said position may be filled by a person outside of the bargaining unit.

Teachers of adult education classes shall be paid at the salary rate consistent with the Adult Education pay scale. Adult Education Programs are defined as programs, which are developed by the Assistant Superintendent. In addition, teachers of adult education classes shall receive one (1) hour of paid preparation time for every classroom session, which shall be no less than three (3) hours in duration of student contact time.

**D.** The Superintendent may place a newly employed teacher or a teacher returning to the system after a break in service of one (1) year or more, excluding approved leaves of absence or layoffs, at any Step on the salary schedule. It is understood that a teacher shall not be given experience credit on the salary schedule in excess of his/her teaching or related experience, but may be placed on the salary schedule at any Step up to his/her years of experience. Signing of the individual contract by the teacher shall constitute agreement with the placement on the salary schedule and said teacher shall have no legal recourse regarding such placement. A vocational teacher not holding a degree but certified by the State will be placed on the salary schedule no higher than the bachelor's maximum. Credit for experience in that vocation may be given at the rate of one (1) year for every year of work experience beyond four (4) years.

**E.** A teacher hired during the school year who works at least sixty (60) school days shall receive an incremental step on the salary schedule the following school year. Increments (Index Adjustments) become effective the beginning day of each school year and advancement under the salary schedule shall be automatic as of the beginning day of each school year.

**F.** Longevity payments will be paid in accordance with the schedule below. Each yearly payment will be paid in a lump sum no later than June 30 with each payment to be made at the end of the year as specified in the schedule below. It is understood that longevity pay shall be computed on the basis of years service in the L'Anse Creuse Education Association. Teachers that were receiving longevity during the 2015-16 school year and are not yet to 17 years of service will continue to receive longevity at the rate received during the 2015-16 school year until they reach their seventeenth year.

In the event a teacher does not complete the school year or is employed for less than a full school year, the longevity payment shall be prorated based upon a ratio of the number of workdays such teacher worked to the number of scheduled workdays.

Teachers may have the option of receiving longevity payments in the biweekly payment plan by notifying the Payroll Department on or before April 1 of the current year. Payments will be made during the year following eligibility for longevity compensation.

**AMOUNTS PER YEAR  
YEARS OF SERVICE (NOT CUMULATIVE)**

End of 13-16	\$1,500
End of 17-20	\$2,500
End of 21-25	\$3,500
End of 26 <sup>th</sup> year and thereafter	\$4,500

**G.** Teachers who, in the course of their work, are required to move from one school building to another shall receive an allowance per mile one way as paid by the Internal Revenue Service (IRS) based upon the official district mileage chart.

**H.** Travel that is required or approved for extra-curricular activities shall be compensated at the Internal Revenue Service (IRS) current standard mileage rate.

**Teacher's Salary Schedule 2022-2023**  
**3% on schedule**

<b>Step</b>	<b>BA</b>	<b>MA</b>	<b>EDS</b>
<b>1</b>	41,715	44,805	47,895
<b>2</b>	43,775	47,535	50,831
<b>3</b>	45,835	50,264	53,766
<b>4</b>	47,895	52,994	56,702
<b>5</b>	49,955	55,723	59,637
<b>6</b>	52,015	58,453	62,573
<b>7</b>	54,075	61,182	65,508
<b>8</b>	56,135	63,912	68,444
<b>9</b>	58,195	66,641	71,379
<b>10</b>	60,255	69,371	74,315
<b>11</b>	62,315	72,100	77,250
<b>12</b>	64,375	74,830	80,186
<b>13</b>	66,435	77,559	83,121
<b>14</b>	68,495	80,289	86,057
<b>15</b>	70,555	83,018	88,992
<b>16</b>	74,991	88,664	95,009

**Teacher's Salary Schedule 2023-2024**  
**2% on schedule**

<b>Step</b>	<b>BA</b>	<b>MA</b>	<b>EDS</b>
<b>1</b>	42,549	45,701	48,853
<b>2</b>	44,651	48,485	51,847
<b>3</b>	46,752	51,269	54,841
<b>4</b>	48,853	54,053	57,836
<b>5</b>	50,954	56,837	60,830
<b>6</b>	53,055	59,622	63,824
<b>7</b>	55,157	62,406	66,818
<b>8</b>	57,258	65,190	69,812
<b>9</b>	59,359	67,974	72,807
<b>10</b>	61,460	70,758	75,801
<b>11</b>	63,561	73,542	78,795
<b>12</b>	65,663	76,326	81,789
<b>13</b>	67,764	79,110	84,783
<b>14</b>	69,865	81,894	87,778
<b>15</b>	71,966	84,678	90,772
<b>16</b>	76,491	90,438	96,909

**Teacher's Salary Schedule 2024-2025**  
**2% on schedule**

<b>Step</b>	<b>BA</b>	<b>MA</b>	<b>EDS</b>
<b>1</b>	43,400	46,615	49,830
<b>2</b>	45,544	49,455	52,884
<b>3</b>	47,687	52,295	55,938
<b>4</b>	49,830	55,134	58,992
<b>5</b>	51,973	57,974	62,046
<b>6</b>	54,116	60,814	65,100
<b>7</b>	56,260	63,654	68,155
<b>8</b>	58,403	66,494	71,209
<b>9</b>	60,546	69,333	74,263
<b>10</b>	62,689	72,173	77,317
<b>11</b>	64,833	75,013	80,371
<b>12</b>	66,976	77,853	83,425
<b>13</b>	69,119	80,692	86,479
<b>14</b>	71,262	83,532	89,533
<b>15</b>	73,405	86,372	92,587
<b>16</b>	78,021	92,247	98,848

**2022-2023 School Year**

3% on schedule. All bargaining unit employees hired prior to the 2022-2023 school year advance once full step at the start of the 2022-2023 school year.

**Step Restoration**

Restore one (1) full step to all bargaining unit members not fully restored.

**2023-2024 School Year**

2% on schedule. All bargaining unit employees hired prior to the 2023-2024 school year

advance once full step at the start of the 2023-2024 school year.

**2024-2025 School Year**

2% on schedule. All bargaining unit employees hired prior to the 2024-2025 school year advance once full step at the start of the 2024-2025 school year.

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**ARTICLE IV**

**Schedule "A"**

**SCHEDULE IMPROVEMENT FACTORS**

A teacher with two (2) Master’s Degrees will be placed on the same salary level as the Ed.S. Degree.

A teacher with a Ph.D or Ed.D. Degree will be paid \$2,100 above a teacher's step over the Ed.S. Schedule.

A specialist degree in psychology will be paid on the M.A. track for bargaining unit members hired after January 24, 2011. Bargaining unit members hired prior to this date will continue at the rate currently being paid on January 24, 2011. No additional compensation will be paid to psychologists for additional semester hours, unless they were earned after completion of the Master’s or Specialist degree for certification as a psychologist. Beginning January 24, 2011, to receive compensation on the Ed.S. scale, the psychologist must have earned a master’s degree and an educational specialist degree.

Teachers with MSW being paid on the Ed.S. degree schedule and employed prior to August 2003 will continue on the schedule.

M.A. + 15 semester hours	\$ 450 additional	(credits earned before 7/1/11 employed as a bargaining member before 7/1/11)	and unit
M.A. + 25 semester hours	\$ 550 additional	(credits earned before 7/1/11 employed as a bargaining member before 7/1/11)	and unit
M.A. + 30 semester hours	\$ 900 additional	(credits earned before 7/1/11 employed as a bargaining member before 7/1/11)	and unit

Additional credit hours beyond the degree must be earned after certification.



All undergraduate semester hours beyond a degree which are approved by the Assistant Superintendent because of their primary advantage to the school district will be compensated according to the above schedule.

All salary adjustments for the awarding of a degree or credits beyond a degree shall be effective the beginning of each semester, providing that written verification from the educational institution that such degree or credits beyond a degree have been successfully completed is received by the Human Resources Office prior to November 1, for the first semester of that school year and prior to March 1, for the second semester of that school year.

Graduate credit to be used toward original placement and/or advancement on the teachers' salary schedule must be taken at a university accredited by the National Council for Accreditation of Teacher Education (NCATE) or equivalent, or from a public university located in Michigan. Current bargaining unit members currently enrolled in a graduate degree program from other universities must have enrolled as of Fall (September), 2010.

A continuing education fund, in the amount of \$100,000 will be created for reimbursement of tuition costs for graduate credits toward an advanced degree or credits toward an additional teaching certificate endorsement.

Graduate credit to be used toward advancement on the teachers' salary schedule or for an additional endorsement must be taken at a university accredited by the National Council for Accreditation of Teacher Education (NCATE) or equivalent, or from a public university located in Michigan.

Applications will be available for Fall, Winter and Spring/Summer terms. Proof of successful completion (passing grade) must be submitted before reimbursement is processed. Tuition reimbursement will be paid out the first pay in November the school year following successful completion of the course provided the teacher is still employed by the District. If a teacher terminates employment with the District prior to the November payout, tuition reimbursement will be forfeited.

There is a maximum reimbursement of \$1,000 per person per year.

If there are more applicants than money available, the applications will be processed in the order they are received.

For the 2022-2023 school year, the 2021-2022 Salary Schedule, as modified pursuant to the terms of the Cost-of-Living Adjustment provision, shall be increased as reflected in the above salary schedule. A Cost-of-Living Adjustment shall be paid at the conclusion of the 2022-2023 school year, pursuant to the terms of the Cost-of-Living Adjustment provision.

For the 2023-2024 school year, the 2022-2023 Salary Schedule, as modified pursuant to the terms of the Cost-of-Living Adjustment provision, shall be increased as reflected in the above salary schedule. A Cost-of-Living Adjustment shall be paid at the conclusion of the 2023-2024 school year, pursuant to the terms of the Cost-of-Living Adjustment provision

For the 2024-2025 school year, the 2023-2024 Salary Schedule, as modified pursuant to the terms of the Cost-of-Living Adjustment provision, shall be increased as reflected in the above salary schedule. A Cost-of-Living Adjustment shall be paid at the conclusion of the 2024-2025 school year, pursuant to the terms of the Cost-of-Living Adjustment provision.

**Cost-of-Living Adjustment (C.O.L.A.)**

Each year each teacher shall receive a Cost-of-Living Adjustment (C.O.L.A.) as a deferred salary increase based upon the percentage rise in the revised Consumer's Price Index (CPI all items) for all Urban Consumers for the Detroit Metropolitan Area published by the Bureau of Labor Statistics, U. S. Department of Labor (1967=100) and hereafter referred to as the CPI, subject to the terms of this provision. The amount of the deferred salary increase shall be the dollar equivalent of the percent, of the CPI, multiplied by the appropriate salary step according to the Salary Schedule Index as listed in the Salary Schedule. This percentage shall be determined by subtracting the CPI of April of the previous year from the CPI of the April of the year in which the C.O.L.A. is to be paid; the remainder shall then be divided by the CPI of the April of the previous year. The resulting amount of money shall then be paid, less appropriate payroll deductions, rounded to the nearest one dollar (\$1.00) to each teacher no later than June 30 of the year in which the C.O.L.A. is to be paid. Such payment shall be made a part of the teacher's regular salary and folded into the Salary Schedule, but shall be paid by a check separate from the teacher's regular paycheck.

Example

April, 1985	Detroit CPI-U	294.9
April, 1986	Detroit CPI-U	300.8

$$300.8 - 294.9 = 5.9$$

$$5.9 - 294.9 = 2.0\%$$

Multiply each step on the Salary Schedule by 1.02 to determine the adjusted 1987-88 Salary Schedule.

The maximum amount of the percent increase which shall be paid under the terms of the Cost-of-Living Adjustment provision shall not **exceed zero (0)** percent for the 2022-2023 through the 2024-2025 school years.

Proration: In the event a teacher does not complete the school year or is employed for less than a full school year, the Cost-of-Living Adjustment shall be prorated based upon a ratio of the number of workdays such teacher worked to the number of scheduled workdays multiplied by the Cost-of-living Adjustment.

If the government changes the makeup, timing, or base year of the index herein listed, representatives of the Board and Local 1 shall meet for the purpose of negotiating a new C.O.L.A. criteria.

The C.O.L.A. adjustment shall be applied to all salary lanes, long-term disability payments (in the year in which the payments commence), and all payments made pursuant to Schedules B and C and shall be included in the regular salary C.O.L.A. adjustment check.

### **Wage and Benefit Control**

1. If any salary/wage or benefit provision of this Agreement is nullified or modified by an action of any government agency, as a result of the institution, or reinstatement, or any form of wage and benefit controls, the parties hereto shall meet and negotiate regarding the substitution of wage and benefit provision of equal value.
2. If the substitution of benefits is not permissible by law, any wages or benefits so affected shall be deferred until such time as they may be legally placed into effect (so as to provide the full benefit value of each deferred provision). The Association shall receive a monthly statement as to the amounts of benefits and wages deferred as well as the interest earned on escrowed funds.
3. The employer and the Association will cooperate to seek and obtain approvals, exemptions, or exceptions under any wage and/or benefit control or stabilization program.
4. In the event that any or all deferred salaries/wages and benefits may not finally be paid, the employer and the Association shall negotiate concerning the reallocation of such unused funds into an area other than salaries/wages or fringe benefits.
5. If the parties hereto are unable to agree on the disposition of any deferred benefit, or if the Employer and the Association cannot resolve the matter within thirty (30) days after receiving notice of the suspension or modification of any scheduled salary/wage or fringe benefit, the matter shall be submitted to binding arbitration.

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**ARTICLE IV**

**Schedule "B"  
Supplemental Salary Schedule for Activities**

Academic Olympiad(s)	4 %	
* Active Clubs	2 %	
Band Director, Middle School	3 %	
Band Director, High School	6%	
Marching Band, High School, if not part of the regular school day	5%	
Choral Director, High School	6 %	
Class Advisors - LCHS & HSN	Freshmen (one per building)	2 %
	Sophomore (one per building)	2 %
	Junior (two per building)	3 %
	Senior (two per building)	4 %
Cooperative Education Coordinator	6 %	
Debate, High School	3 %	
DECA	4%	
Dramatics, Middle School - two plays, Evening Performances - per play	2 %	
Dramatics, High School - two plays, Evening Performances - per play	4 %	
Elementary Science Organizer - one per building	2 %	
Enrichment Coordinator (per semester)	3 %	
Forensics, High School	3 %	
Lancerette/Gold Duster Advisors	3 %	
Modern Dance, High School	4 %	
Newspaper, High School	4 %	

Pep Squad, 8th Grade - one per building	3 %
Pep Squad, 7th Grade - one per building	3 %
Quiz Bowl	4 %
Robotics Lead Sponsor	4 %
Robotics Executive Sponsor	3 %
Robotics Manufacturing Sponsor	3 %
Special Olympics Advisors	5 %
Student Council, Elementary	4 %
Student Council, Secondary - two per building	4%
Yearbook, Middle School	3 %
Yearbook, High School	7 %

Pay for each of the positions listed in Schedule “B” will be calculated by applying the percentage factor indicated for the job to the Bachelor's Degree salary of Salary Schedule “A” of this Article.

Positions listed in Schedule “B” will be posted on an annual basis if filled by non-bargaining unit employees. Class sponsorship positions will be posted at the ninth grade level each year whether filled by bargaining unit members or non-bargaining unit employees. Sponsors shall advance with the individual class through twelfth grade.

\*Active Clubs are defined as activities generated as a result of student interest. They shall meet a minimum of two (2) one and one-half (1-1/2) hour meetings per month or equivalent. These activities are extra curricular and not part of the regularly scheduled day.

The number of active clubs will be determined by administration, limited to approximately thirteen (13) per year in a middle school and approximately eighteen (18) per year in a high school and approximately four (4) per year in an elementary.

Pay for Department Head positions at the high school level will be calculated by applying a fifteen percentage (15%) factor to the Master's Degree Salary Schedule (Salary Schedule “A” of this Article).

Pay for Department Facilitator position at the high school level will be calculated by applying a ten percentage (10%) factor to the Master's Degree Salary Schedule (Salary Schedule "A" of this Article).

Pay for Department Chairperson at the Middle School level will be calculated by applying a four percentage (4%) factor to that teacher's Salary Schedule (Salary Schedule "A" of this Article).

Pay for Athletic Directors at the Middle School level will be calculated by applying a fifteen percentage (15%) factor to that teacher's Salary Schedule (Salary Schedule "A" of this Article).

Pay for Curriculum Chairpersons at the elementary school level will be calculated by applying a four percentage (4%) factor to that teacher's Salary Schedule (Salary Schedule "A" of this Article).

Pay for K-12 Coordinators (Art, Foreign Language, Media Coordinator, Music, Physical Education) shall be calculated by applying a seven percentage (7%) factor to that teacher's Salary Schedule (Salary Schedule "A" of this Article).

Remuneration (annual) for a given extra duty above bears a percentage relationship to the appropriate level on that particular salary schedule. The appropriate level is that represented by the teacher's previous years of experience in directing a given activity in the L'Anse Creuse Schools. The years of experience will be capped at thirteen (13) for the 2016-17 school year and thereafter.

High School Teacher Leader and Freshman Initiative Coordinator. The Teacher Leader position will be compensated at the rate of \$8,000 per year. There will be four (4) Teacher Leader positions at each high school in the core areas of math, science, social studies, and English. These positions are not replacement for the High School Department Head positions. The Freshman Initiative Coordinator will be paid at the rate of \$6,000 per year.

High School Leadership Camp Coordinator positions will be compensated at the rate of \$1,000 per year. The positions are year-long and will not be counted as one of the clubs for the high school.

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**ARTICLE IV**

**Schedule "C"**  
**Supplementary Salary Schedule for Coaching**

**BASEBALL**

Varsity	14 %
Junior Varsity	11 %
Ninth Grade	9 %

**BASKETBALL**

	BOYS	GIRLS
Varsity	14 %	14 %
Junior Varsity	11 %	11 %
Ninth Grade	10 %	10 %
Eighth Grade	9 %	9 %
Seventh Grade	9 %	9 %

**CHEERLEADING**

<b>Fall Sideline Cheer</b>	
Varsity	8 %
Assistant Varsity Cheer	6 %
<b>Winter Competitive Cheer</b>	
Varsity	14 %
Assistant Varsity	10 %

**CROSS COUNTRY**

Varsity	14 %
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**FOOTBALL**

Varsity	14 %
Varsity Assistant (3)	11 %
Junior Varsity	11 %
Junior Varsity Assistant	10 %
Freshman	10 %
Freshman Assistant	9 %
Eighth Grade	9 %
Seventh Grade	9 %
Eighth Grade Assistant	7 %
Seventh Grade Assistant	7 %

**GOLF**

Varsity	9 %
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**LACROSSE**

Varsity	14 %
Varsity Assistant	11 %
Junior Varsity	11%
Junior Varsity Assistant	10 %
Freshman	9 %

**SOCCER**

	BOYS	GIRLS
Varsity	14 %	14 %
Junior Varsity	11 %	11 %
Freshman	9 %	9 %

**SOFTBALL**

Varsity	14 %
Junior Varsity	11 %
Ninth Grade	9 %

**SWIMMING**

	BOYS	GIRLS
Varsity Swim	14 %	14 %
Junior Varsity Swim	11 %	11 %
Diving *	7 %	7 %

\*11% for district or 7% per building

**TENNIS**

	BOYS	GIRLS
Varsity	12 %	12 %
Junior Varsity	9 %	9 %

**TRACK**

	BOYS	GIRLS
Varsity	14 %	14 %
Varsity Assistant	11 %	11 %
Freshman	9 %	9 %
7th & 8th Grade	9 %	9 %

**VOLLEYBALL**

Varsity	14 %
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Junior Varsity	11 %
Freshman	9 %
Eighth Grade	9 %
Seventh Grade	9 %

**WRESTLING**

Varsity	14 %
Junior Varsity	11 %
Freshman	9 %

If only a combined 7th and 8th grade football program is offered, then the middle school administrators must first choose football coaches from the previous year who currently have teaching assignments in those buildings.

Remuneration (annual) for a given extra duty above bears a percentage relationship to the appropriate level on the Bachelor’s Schedule. The appropriate level is that represented by the teacher’s previous years of experience in directing a given Schedule “C” activity in L'Anse Creuse Schools plus credit for not more than six (6) years outside experience.

All coaches will be paid according to the preceding schedule whether boys or girls or both are included on the school team.

The Employer shall only be required to post vacant positions. Qualifications for coaches shall be established by the employer and identified on the posting document.

Teachers performing supplemental activities will be evaluated annually by the building administrator within thirty (30) calendar days of the last game, or within thirty (30) calendar days of the last meeting for non-athletic activities. In the event that the teacher feels that the evaluation was incomplete or unjust, the teacher may put the objections in writing and have them attached to the evaluation report to be placed in the personnel file and/or request further clarification of the evaluation. If said evaluation is not completed within thirty (30) calendar days of conclusion of the supplemental activity, it is assumed that the teacher performed in a positive and professional manner.

**Supplemental Salary for Intramurals - Able and Creative**

Compensation for persons who conduct the approved Intramural Programs will be seven hundred dollars (\$700.00) for a minimum of seventy (70) hours of service. Compensation for Able and Creative supported programs (Enrichment Classes) will be six hundred thirty (\$630.00) for a minimum of sixty (60) hours of service.

The approved L'Anse Creuse District Intramural Program shall be defined as an extension of any team sport taught in the physical education program or a team sport that is a part of inter-scholastic competition.

The present approved Intramural Program shall consist of the following: Basketball, Indoor/Cosom Hockey, Flag Football, Soccer, Softball, Tennis, Volleyball, and Wrestling.

The following method will be used for payment of extra duty/supplemental contracts:

1. Payment for these activities will be made at the end of each semester for activities that extend the full school year and in full after completion of assignment and written authorization from the building administrator.
2. Extra pay for part-time cafeteria duty will be paid after receipt of authorization by the building principal.
3. Payment for credit hours beyond a degree and for the Educational Salary Improvement Factor are considered a part of a teacher's salary and will be paid accordingly.

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## **ARTICLE V**

### **Teaching Hours**

**A.** The school day for all teachers shall not exceed seven and one quarter (7-1/4) hours per day.

All high school, middle school, Vocational and Technical Center, Juvenile Justice Center, and Pellerin Center teachers shall report for duty no later than five (5) minutes prior to the first class period or assignment. Elementary teachers shall report for duty no later than ten (10) minutes prior to the first class period. The first five (5) minutes prior to the first class period shall be an uninterrupted preparation period for elementary teachers.

A zero hour or a seventh hour may be scheduled on a voluntary basis. Teachers volunteering for zero or seventh hour shall have their schedule modified so as not to exceed the seven and one-quarter (7-1/4) hour workday. This means that the 7 1/4 work hours must be consecutively scheduled.

**B.** All teachers shall be free to leave the school building at the end of the teacher's regular daily assignment except in case of an emergency.

1. In the high schools and middle schools volunteering teachers shall receive an annual supplemental contract in the amount of fifteen dollars (\$15.00) per day for cafeteria supervision for each cafeteria period (A, B, C). There

shall be a maximum of three (3) such teachers. Volunteering teachers must volunteer for at least one (1) semester.

If at any time the district has less than three (3) teachers volunteering for the supplemental contract position, the district will post the positions and fill them from outside of the bargaining unit. Teachers requesting cafeteria supervision positions for the next school year will notify the building administrator in writing prior to June 1st of the current school year and be assigned to duty for the following year.

In the secondary schools, teachers who volunteer shall receive thirty five dollars (\$35.00) per week for the after-school detention or locker room supervision lasting no longer than thirty (30) minutes immediately following the scheduled student dismissal. If more teachers volunteer for such supervision than are needed, the building administrator shall develop an equal rotating schedule for such supervision.

2. Bus duty assignments shall be on an equal rotation schedule utilizing all available building teachers. Teachers with alternative bus schedules shall be exempt from this rotation (i.e, preschool, and other self- contained special education classrooms). In the event that buses are late, only two (2) teachers may be retained for bus supervision, for a time not exceeding thirty (30) minutes after the teacher's regular daily assignment except in cases such as tornado, flood, or other life-threatening emergency.
3. School buildings shall be closed to students fifteen (15) minutes after the regular school day ends (except in case of emergency), unless prior arrangements have been made (parent has been notified) with a teacher or teachers and/or principal and proper supervision has been provided.
4. By prior arrangements of teachers and/or principal, teachers shall be available for after school parent-teacher conferences, conferences with consultants, individual and/or group conferences with administrators. Conference times established by principals will be tentative pending consultation with teachers relative to time, teacher availability, and nature of the meeting. An alternate date will be made available to teachers when requested and practicable. Effort shall be made to schedule such meetings on days other than Friday or the day prior to a holiday vacation. When scheduling parent conferences, both the teacher and parent should be given ample time to arrange a productive meeting.
5. Individualized Educational Planning Committee (I.E.P.C.) meetings will not be conducted during a teacher's regularly scheduled lunch period. I.E.P.C. meetings may be conducted during regular school hours if the involved teacher is released from teaching duties by a regular substitute or during the time immediately before or immediately after regular school

hours for a time not to exceed one (1) hour. Meetings which cannot possibly be scheduled during the above times, may be scheduled for another time upon approval of the Director of Special Education. Teachers shall be placed first on the agenda of the I.E.P.C. meeting. Nonreferring teachers may each submit a written synopsis of the student's difficulty in their areas in lieu of attending the I.E.P.C. meeting. All teachers of the student involved shall be given two (2) weeks advance notice of the annual I.E.P.C. meeting.

Regular elementary education teachers who have had resource room students in their room during the school year will be guaranteed released time for the year-end meetings held to plan the student's program for the following year.

6. To ensure appropriate before- and after-school coverage, the building principal, with consent of the counselor, may stagger counselor start and end times in buildings with more than one (1) counselor.

The counselor's staggered schedule shall not exceed the total number of minutes scheduled for the building's professional staff and shall not start or end more than one (1) hour before student start and end times.

The counselor's schedule shall be for a full semester, unless otherwise agreed by the Administration and Association.

The staggered scheduled shall be offered on a volunteer basis only. If more than one counselor volunteers then a rotation will be developed. Order of rotation will be decided by a random number draw.

7. A counselor, teacher, social worker, speech pathologist and/or psychologist shall work additional time as requested by administration, up to a maximum of 90 minutes, to attend to a crisis involving a student. If the extended work day for the counselor, teacher, social worker, speech pathologist and/or psychologist exceeds 435 consecutive minutes, the counselor, teacher, social worker, speech pathologist and/or psychologist will be paid his/her pro-rata per diem rate for any time over 435 minutes. Any additional time over 90 minutes shall be voluntary and shall be paid the pro-rata per diem rate.

- C. All teachers shall be entitled to a duty-free, uninterrupted lunch period of thirty (30) minutes.

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## ARTICLE VI

### Teaching Loads

**A.** The normal weekly teaching load for teachers at the secondary level shall consist of twenty-five (25) periods of instruction per week and no more than 309 minutes per day of teacher student contact time if needed to comply with State mandates. Due to the scheduling of high school students for a six and one-half (6 1/2) hour school day, every high school teacher shall be scheduled to perform certain supervisory duties not exceeding twenty-five (25) minutes per scheduled day as part of their preparation period on an equal rotating staggered basis for a total amount of days not to exceed five (5) weeks per semester.

Student contact time and preparation time for the Pellerin Center, Frederick V. Pankow Center, and Juvenile Justice Center will be comparable to that of the high school teachers. The start and end times of the Pellerin Center teachers may be flexed as necessary to accommodate the length of the school day.

Student contact time at the elementary level shall not exceed 339 minutes per day for the grades kindergarten through grade five (5) and pre-school. Teachers at the elementary level shall be guaranteed a minimum of three hundred 290 minutes of preparation time per week. At the middle school and elementary school levels, scheduled duties (i.e. bus, hall, bulletin boards) will be equally rotated among all regular teachers in the individual buildings.

Preparation time at all levels will be equalized for half days to the extent possible.

If the district proposes restructuring of the school day at any level within the district, they will notify the Association and a committee will be formed with representation from the Association and Administration to study alternatives and make recommendations. Association representatives will be appointed by the Association. If the Association and Board concur with the recommendations, a Letter of Agreement will ensue.

All teachers will receive a copy of the scheduled duty times of their school staff.

The teacher's work time at the end of the regular student day will not be used for duties and building staff meetings unless specified by contract. Preparation time lost at the end of the day due to supplementary duties is exempt from make up time.

**B.** In the secondary schools, each teacher shall be allowed no less than one (1) preparation period per day (the equivalent of one class period in length) as part of the recognized daily schedule, except during weeks of State testing. During the weeks of State testing, teachers will be guaranteed 300 minutes of preparation for the week. Teachers at the secondary level may occasionally be requested to fulfill other supervisory functions, provided, said supervisory functions do not detract from their

thirty (30) minutes uninterrupted lunch period. Assignments beyond the provisions of this paragraph shall be paid in accordance with Article IV, Section B.

**C.** In addition to five minute uninterrupted preparation period prior to the first class period of the day, elementary teachers will receive a five minute preparation period contiguous to their thirty minute duty-free, uninterrupted lunch period. Other preparation periods in the elementary schools will be those which result from the schedule established for Special Service Teachers. Should the Board act to reduce the elementary school day by eliminating the Elementary Special Service Program, the preparation time guaranteed per day for each elementary teacher will continue to be provided as based in the Special Service Schedule. This schedule will guarantee one preparation per day for each elementary classroom teacher according to the following minimum weekly provisions:

When a Special Service teacher has charge of the students of a regular teacher, the regular teacher does not have to be present with the students. However, each regular elementary teacher shall attend enough sessions to assure himself/herself that he/she is fully aware of the materials being presented so that the regular teacher may make use of these materials in his/her teaching.

Elementary teachers may be occasionally requested to fulfill other supervisory functions provided these supervisory functions do not detract from their thirty (30) minute duty-free, uninterrupted lunch period and contiguous five (5) minute preparation period.

Duties and building staff meetings will not be assigned during these specified preparation periods. Assignments beyond the provisions of this section will be paid at the hourly rate (Article IV, Section B., Paragraph 2).

In each elementary building a recess period shall be made available at the option of the principal following a staff meeting with the teachers in that building. The implementation of this recess period shall be mutually agreed upon by the principal and the teachers in that building. Supervision of this recess period shall be rotated equally among available teaching staff.

**D.** Teaching of supplemental contract activities, enrichment activities, adult education courses and summer school courses shall not be obligatory. Such assignments shall first be given to teachers regularly employed in the district provided they have made proper application and meet the following:

1. Certified (if applicable in given area)
2. Major training emphasis
3. Demonstrated competence

**E.** The Board will endeavor to hire first, for regular teaching and supplemental positions, those qualified teachers who possess a Provisional, Permanent, Continuing Certificate or Professional Education Certificate.

**F.** The acceptance of student teachers is voluntary. If a teacher does volunteer, he/she must have tenure in L'Anse Creuse. The total number of student teachers accepted into the district during any school year shall not exceed ten (10%) percent of the total number of the current district teaching staff, and shall be cognizant of the Michigan Education Association's recommendation on teacher supply and demand. If needed, the Assistant Superintendent and Association President will meet to negotiate any variations.

**G.** Special Service Teachers

1. Special Service Teachers shall be scheduled for no more than 1690 minutes of student contact time. Student contact time is defined as:
  - A) Teaching of an individual classroom teacher's class in the specified subject area of the special service teacher;
  - B) A five-minute passing time period between each of the classes in the morning and between each of the classes in the afternoon. If that five minute period does not occur, it will not count as student contact time;
  - C) Travel time necessitated by the scheduling of the teacher at more than one building; and
  - D) Any other assignment which does not exceed the total contractual minutes per week.
2. A five-minute passing time will be scheduled between classes whenever possible, but at least one A.M. and one P.M. passing time. A five (5) minute passing time is guaranteed to teachers who move from one classroom to another. Special Service Teachers scheduled for more than one (1) building will receive travel time will be based on the district-published mileage chart.
  - Buildings on the same campus, 10 minutes of travel time is allowed.
  - Buildings 1-to 6 miles apart, on the same side of the Clinton River, 15 minutes of travel time will be allowed.
  - Buildings over 6 miles apart and on the same side of the Clinton River, 20 minutes of travel time are allowed.
  - Buildings 6 – 8 miles apart which require travel between the north and south end of the district, 25 minutes of travel time is allowed.

- Buildings over 8 miles up to 13 miles apart, AND which require travel between the North and South end of the district, 30 minutes of travel time is allowed.

In the event that it can be documented that the above time is insufficient, the Association President will meet with the Assistant Superintendent for Curriculum to allocate more travel time.

3. Students of Special Service Teachers will be dismissed at least five (5) minutes prior to student dismissal at the end of the day whenever possible. The first scheduled class for a Special Service Teacher shall not begin until at least five (5) minutes after the beginning of the student starting time.
4. On nine (9) hours of the In-service Training and Curriculum Committee Study Days, Special Service Teachers will be allowed to meet as a Department Staff.
5. Whenever possible a Special Service Teacher will be assigned to one (1) building for the majority of his/her teaching assignments and only one building for the purpose of receiving duty assignments, such as bus duty, bulletin boards, attending Open Houses, attending evening conferences, and receiving mail. Special Service Teachers will be assigned to no more than twenty-five (25) minutes of bus duty per week.
6. Since special service programs are a necessary part of the total school curriculum, special service teachers shall not substitute teach for a regular classroom teacher in lieu of the regular special service schedule to the extent possible. However, elementary specials teachers may be used to sub in classrooms when there is a shortage of substitutes and the district has followed these procedures:
  - A) If specials are cancelled resulting in lost prep time for the regular classroom teacher, the regular classroom teacher will be paid fifty dollars (\$50.00) for the 50-minute period.
  - B) Student teachers may be used as substitutes as long as they have been approved and their university allows them to do so.
  - C) Teachers who have a student teacher in their classroom could be used to sub for another absent teacher. They would not be paid extra unless it results in a loss of prep time.
  - D) Half time kindergarten aides and paraprofessionals who have 90+ college credit hours may be utilized as substitutes after their duties are complete for the day as long as they have been approved.
  - E) Specials teachers who sub will be paid fifty dollars (\$50.00) hour for any loss of prep time. Prep time is defined as any time



during which they sub that the specials' teacher, according to their regular schedule, is not assigned to students.

- 7. To the extent possible, no more than two (2) times a week will a Special Service Teacher be deprived of their morning preparation time. In no case will Special Service Teachers have less preparation time than other elementary teachers.
- 8. Should more than one (1) Special Service Teacher be assigned to teach a Special Service subject area to a regular elementary teacher's class, one of the Special Services teachers will be specifically assigned as the teacher of record for purposes of report cards and other necessary records.

**H.** Elementary Assessment Scheduling – A building committee consisting of one teacher from each grade level, the Interventionist and the Building Administrator will develop a building plan to provide time for assessments. The building plans will include use of building personnel, including paraprofessionals, for a committee-defined minimum amount of time in classrooms when teachers are completing assessments.

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## **ARTICLE VII**

### **Teaching Conditions**

The parties recognize that the availability of optimum school facilities for both the student and teacher is desirable to insure the high quality of education that is the goal of both teacher and the Board. It is also acknowledged that the primary duty and responsibility of the teacher is to teach, and that the organization of the school and the school day should be directed at insuring that the energy of the teacher is primarily utilized to this end.

**A.** Inasmuch as the pupil-teacher ratio is an important aspect of an effective educational program and is directly related to the volume of a teacher's work, it is agreed that the following limits on class size represent desired objectives. The utilization of facilities and personnel and the future planning of construction and staff recruitment shall be such as to move toward these objectives.

1. Elementary (Including Special service classes)

Transitional Kindergarten	22
Kindergarten - First Grade	29
Second - Third Grade	32
Fourth - 5th Grade	35

2. Secondary

Except as noted, classes at the secondary level will be capped at 35 students for any single class period

Science with a lab	32
CTE Non-Technical	28
CTE Technical	24
Music	46
(except as required for Choir, Band, Orchestra, etc.)	
Art	30
Physical Education	46

3. Special Education

Special	15
(Classes for handicapped or cognitively impaired)	
Emotional	10
(Classes for emotionally impaired)	
Resource Room	15
(As provided by the M.I.S.D.)	

The District and the Association will agree on parameters regarding procedure for overages on class limits.

If at any time it is found that a specified limit is exceeded then the involved principal, teacher, the Superintendent's representative, and an Association representative shall meet to plan means for relieving the situation. Said meeting will not take place until after the "count day" of a given semester. Effort will be made administratively to equalize class size by department and by building.

If at any time two (2) or more grade levels in the elementary schools or two (2) or more courses in the secondary schools are combined in one (1) classroom with one (1) teacher, then the teacher involved will have a twenty-two percent (22%) reduction of the class size in that room, as stated in this Agreement for the lowest grade level or class of those combined courses. At the secondary level, these combined courses will be limited to 30 students. At the elementary level, this amounts to the following:

- K-1 combined 22 students
- Second/Third combined 24 students
- Fourth/Fifth combined 27 students

If the class size for the combined levels are different, the lower of the two limits shall be applied (i.e., a combined First/Second class would have a limit of 22 students).

For instruction requiring specialized facilities, the available workstations shall control when that number is less than that provided above. Workstation limitations only apply to required classroom fixtures or technological hardware required for the class at issue. Class size in the Pellerin Learning Lab will be capped at 40 students. A paraprofessional will be assigned when there is no more than one teacher of record.

Every effort shall be made to reduce class size upon the opening of any new K - 12 school facility.

Special Education students are those students who are defined by the Michigan Department of Education, Guidelines for Special Education Programs and Services in Michigan.

If emergency rules and regulations for special education class sizes are put into effect by the State of Michigan and such rules result in a loss of funds if not complied with, such rules shall prevail over the figures stated in Article VII, A - 3 of the Master Agreement. The Board shall give notice to the Association should this occur.

The Special Service Teachers will not be required to teach segregated units of special education children, unless co-taught with the Special Education Teacher, or if a paraprofessional (other than a one-on-one paraprofessional) is provided. Otherwise, these children may be integrated into the regular classroom.

**B.** Co-teaching is recognized as an educationally sound principle in which a special education teacher works collaboratively with a general education teacher.

Realizing that students in these classes demand a great deal of individual attention and assistance, grade level committees and/or diagnostic teams shall have input into class composition.

The district will do its best to ensure that individuals that co-teach will have common preparation time. If the district is unable to schedule common preparation time, co-teachers who teach together for at least two (2) hours per day shall receive two (2) days per semester planning time. Teachers who co-teach less than two (2) hours per day shall receive one (1) day per semester planning time or fifty dollars (\$50.00) per hour for time scheduled outside the school day. Elementary co-teachers with thirty (30) students or less who service six (6) or more special education students shall also be given one half (1/2) extra day for conferences.

**C.** Team teaching is recognized as an educationally sound principle and shall be permitted. Team teaching is defined as two (2) or more teachers working together on a voluntary basis, who through common planning time, jointly create and implement learning objectives for individual students. Building principals shall design schedules for teachers which will enhance the possibility that team teaching between teachers at

similar grade levels can exist. Team teaching situations will be mutually agreed upon by the involved teachers and the school administrators.

**D.** The Board recognizes that appropriate equipment, supplies, texts, and similar materials are the tools which are necessary to a quality education, and agrees at all times to keep school reasonably and properly equipped and maintained. With this in mind, the Board agrees to guard zealously against all attempts from any and all sources to limit funds available for such tools at a dollar level below that which is required to maintain these supplies adequately.

In order to properly inform the staff concerning the dollars available for instructional needs within the building, the building administrator will conduct an open staff meeting before the end of the current school year or as soon as the budget is established for the purpose of reviewing the next year's budget with rationale. Adjustments to that budget will be made equitably and the staff will be so notified.

**E.** Since the Board realizes that the health and safety of the students and professional employees are of the utmost importance for a sound educational program, the Board agrees that when other district facilities are not available, teachers will not be expected to report to, or work when their school is forced to be closed because of unsafe driving conditions or the breakdown of heating, electrical, or sanitary equipment.

**F.** For convenience and comfort the building administrator will make every effort to schedule the staff lounge and other related facilities to alleviate regularly occurring overcrowded conditions during the school day.

Whenever possible social workers, school psychologists, speech pathologists, and Consultants shall have first priority workspace per scheduled work time in each building they are assigned. Each office shall be equipped with a desk, table, locking file cabinet (or cabinets as required) and a phone.

**G.** Telephones for authorized teacher use should be located in such a manner as to insure privacy.

**H.** Off-street parking facilities shall be provided all teachers.

**I.** When the school district has an Association member who requests specialized working conditions under Americans with Disabilities Act (ADA), representatives of the Board and the Association shall meet to discuss what may be necessary to provide a suitable working situation for the employee on a case-by-case basis.

**J.** The provisions of this Agreement and the wages, hours, terms, and conditions of employment shall be applied without regard to race, creed, religion, color, national origin, age, sex, gender-identity/sexual-orientation, or marital status, or membership in, or association with, the activities of any employee organization.

The Board and the Association pledge themselves to seek to extend the advantages of public education to every student without regard to race, creed, religion, sex, color, or national origin and to seek to achieve full equality of educational opportunities to all pupils.

Teachers shall be free to choose appropriate materials and methodologies to achieve the educational goals and objectives of the district within the curriculum guidelines and procedures approved pursuant to this Agreement.

Both the Board and the Association agree that the evaluation of student performance is the responsibility of the professional staff within the Association, unless the law expressly requires otherwise. Since such individuals have first-hand knowledge of the students' skills, abilities, and achievements, any change in any report card grade will only be made consistent with requirements and procedures as identified in Board Policy, Section 23 Grading. The teacher shall be notified of any subsequent grade change.

**K.** In order to enable building staffs to meet periodically during the year, building staff meetings may be conducted after normal teaching hours with three school days advance notification. Agendas will be provided in advance. Staff meetings may be held nine times during the course of the year. Staff meetings will be no more than one hour in length, except that up to four staff meetings per year may be up to 90 minutes in length. The building principal will notify the staff in advance when a meeting may last up to 90 minutes. Participation or non-participation on a building or district school improvement committee outside of the regular workday is voluntary.

**L.** Scheduling of student instruction days, parent-teacher conferences, registration of students, open houses, record days, evening meetings, in-service training, and curriculum study:

1. In the event day(s) of school closing due to unforeseen conditions may not lawfully be counted to arrive at the annual instructional minimum required by law and/or to qualify the employer for full State Aid, the Association and the Board shall immediately negotiate the rescheduling of the instructional day(s) lost. It is expressly understood that the teachers shall not receive any additional compensation for the rescheduled day(s) and that the rescheduled instructional day(s) must occur prior to June 30.
2. Each semester it is the responsibility of each elementary teacher to arrange a conference with each parent during the day and evenings as scheduled in the calendar. If prior to the scheduling of parent-teacher conferences during that semester, the teacher has met with the parent and discussed the student's progress, the teacher shall not be required to schedule a parent-teacher conference for that student.

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

3. The parent-teacher conference schedule for elementary teachers shall follow the following released-time formula:

0 - 30 students	on regular released time
31 – 35 students	conferences added to regular time teacher compensated for fifteen (15) minutes per student at a rate of \$30.00 per hour
36 – 54 students	1 day extra release time
Over 54 students	conferences added to regular time teacher compensated for fifteen (15) minutes per student at a rate of \$30.00 per hour.

Substitute teachers will be provided for teachers involved in the above schedule.

4. When Middle School or High School Counselors are scheduled outside of regularly scheduled work time for the purpose of registration and scheduling students, they shall be paid at a rate of fifty dollars (\$50.00) per hour. Alternatively, counselors may select flex time for that work. Flex days will be capped at 5 total days.

When Social Workers, Psychologists, Speech Pathologists, Special Education Pre-school Teachers, or Consultants are scheduled for the purpose of screening and testing pre-school children and/or new enrollees, they shall receive the rate of fifty dollars (\$50.00) per hour.

Such work assignments shall be on a voluntary basis.

5. All teachers shall attend one (1) assigned all school event, maximum duration of two (2) hours, outside of the regularly scheduled day per year,

and regularly scheduled contractual parent-teacher conferences and in-services as listed in the calendar. The all school event will be decided on by the building administration and communicated to superintendent of HR and the Association president. Participation in additional activities beyond the regular work day is voluntary.

6. The Board and the Administration realize that records are an important part of the teacher's professional responsibilities. Teachers are responsible to complete records by the specified due date as listed in the district teacher calendar. The equivalent of two and one half (2 ½) compensation days shall be provided to teachers for time spent completing records. Staff meetings may be held on Records Days only in an emergency.
7. Because it is in the best interest of children to have teachers meet with parents, as part of the professional responsibility of teachers, they are encouraged to attend evening meetings with parents.
8. Recognizing that both parties support the principles of continued training of teachers and curriculum study for the advancement of education, all students will be dismissed from school according to the schedule in the calendar in order to provide for teacher participation in In-service Training and Curriculum Committee Study. Among others, the Association President will act as a consultant to the Assistant Superintendent for Human Resources to express the curricular and inservice needs of teachers.

The building school improvement team will create a plan for the relevant use of staff development time and determine the agenda for building staff meetings.

9. Board mandated training shall be done during designated staff development time.

#### **M. Mentor Teacher**

The Association and the Board recognize the importance of ensuring that beginning teachers have positive and successful first years in the classroom. The Teacher Mentoring process is a cooperative arrangement between peers in which new members of the teaching profession are provided ongoing assistance and support by one or more skilled and experienced teachers. This relationship should be collegial in nature, and all experiences should be directed toward the development and refinement of the knowledge, skills and dispositions necessary for effective learning. This process is

expected to be mutually beneficial for all parties involved and to result in improved instructional practice and professional performance.

Assistance, resources and information is provided through classroom observation, conferencing, coaching and communication.

1. Mentor teachers shall be tenured teachers. Participation shall be voluntary and a minimum of one (1) year in duration. The assignment may be continued in succeeding years by mutual agreement of the mentor, new teacher and administrator. A mentor teacher shall be assigned to one (1) new teacher unless the parties mutually agree, on a case-by-case basis, to a different arrangement.
2. The building administrator shall attempt to match mentor teachers with new teachers who work in the same building, have the same area of certification and if possible, teach at the same level. A common planning time is beneficial for communication and every effort to accommodate this will be made.
3. The relationship between the mentor and new teacher shall be confidential.
4. Released time shall be made available for classroom observation and follow-up communication. The amount of release time shall vary and shall be arranged with the approval of the building administrator.
5. Through this process, experienced educators shall share their knowledge and expertise with new teachers, which ultimately benefits students, teachers, and the teaching profession.
6. Mentor teachers shall attend an orientation program at the beginning of each year and submit a summary at the end of each year of those activities that rendered assistance and support to the new teacher.
7. Each mentor teacher shall receive one (1) additional PTO day per year. Mentors shall also have access to one hundred dollars (\$100) per year in funds for educational materials.
8. The District and the Association will agree on expectations for teachers that choose to participate in the mentorship program.

#### **N. Multiage Programs**

A multiage environment is a classroom of mixed ages or grades that is deliberately constructed for the benefit of children. Multiage environments are 2-3 grade level or ages. There is one curriculum aimed at the student's ability and interest.



1. Multiage class size will be the lower of the classes grouped. In a 1st and 2nd multiage, maximum class size would be 29. In a K-1-2 multiage, the maximum class size would be 29. In a 3-4 multiage the maximum class size would be 32.
2. Multiage teams/individuals are allowed one half-day common planning time per team per month. Teachers may schedule a substitute for their planning time or they may opt to work outside the student day. Teachers who work outside the student day will be compensated \$30.00 per hour for their planning time (\$90.00 per half-day).

**O. Absences During Parent Teacher Conference Week**

Absence during conferences will be charged in the following manner.

1. Teachers absent on days with evening conference (all day and conference) will be charged 1.5 days.
2. Teachers present on days with evening conferences but absent with permission, for the evening conference will be charged .5 days.
3. Teachers absent on comp days following the conferences will be charged .5 of a day.

**P. Notice of Retirement**

Teachers notifying the Human Resources office of their end of the year retirement by February 1 will receive a \$1,000 stipend.

**Q. Michigan Virtual High School/Michigan Virtual University**

1. Virtual High School or Michigan Virtual University classes may be offered for eligible students as determined by state and local rules and regulations.
2. The on-site mentor teacher position will be first offered to bargaining unit members.
3. The position will be filled on a voluntary basis.
4. The assignment will be considered a supplemental.
5. The teacher will be paid at a rate of \$150.00 per student per semester based on count day enrollment.

6. There will be no reduction in the total number of bargaining unit members employed or the hours worked as a result of the districts participation in the program.
7. The teacher will be expected to perform record keeping activities and to monitor and assist students as needed or as assigned by the principal.
8. To the extent possible, the on-site mentor will be a content area teacher in the content of the online class.

**R.** Seat Time Waiver Students – Bargaining unit members who are responsible for students who are working from home on a state-approved seat time waiver will be paid at the curriculum rate for up to two hours per week per student for work performed outside the contractual work day.

**S.** Open Observation

1. All monitoring or observation of the work of a teacher shall be conducted openly and with full knowledge of the teacher. The use of eavesdropping, closed circuit television, public address or audio systems, and similar surveillance devices shall be strictly prohibited unless agreed to by both parties.
2. Video cameras will not be used to monitor, observe, or investigate bargaining unit member behavior, evaluate work performance, or be used as a cause to discipline members. Video recordings will be erased, deleted, or recycled every 30 calendar days unless the recording is required for a student disciplinary hearing. Video recordings will not be released to third parties without first notifying the Association and every bargaining unit member who appears on the recording and providing him/her the opportunity to view the recording and to receive a copy of the recording being released to a third party. The Association shall have the right to review any video recording and shall be furnished a copy of any video recording upon request.

**T.** Personnel Files

1. Each teacher shall have the right, upon request, to review the contents of his/her official personnel file in the Human Resources office exclusive of credentials and letters of recommendation. Such review will be made in the presence of the Assistant Superintendent for Human Resources or his or her designee. A representative of the Association may accompany the teacher in such review. No materials may be placed in the personnel file without allowing a teacher an opportunity to acknowledge and to file a response thereto, providing the appropriate administrator is given a copy of same. The response shall become a part of the file.

2. Notwithstanding anything set forth herein to the contrary, the Board and the Association agree to follow State law as set forth in the Freedom of Information Act (MCL 15.231 *et seq*) and the Bullard-Plawecki Employee Right to Know Act (MCL 423.501 *et seq*) concerning the review of employee files and the disclosure of information from the same.

Additionally, the Board agrees that upon receipt of any FOIA request for information concerning a bargaining unit member's personnel file, it will immediately send a copy of said request to the involved teacher and the Association President. The teacher and/or the Association President shall notify the Human Resources Director within three (3) days of receipt of said notice whether the disclosure of the requested information is objected to by said teacher or the Association. If the involved teacher or the Association objects to disclosure and it is consistent with the statute, the Board shall apply for the ten-day (10) extension of time for disbursement of said information allowed under FOIA. In the event the Board deems it necessary to disburse said information at the end of the 10-day extension pursuant to FOIA, it shall do so unless the teacher or Association procures a proper court order restraining the Board from disbursing said information.

3. It is recognized that signing the **evaluation** copies does not necessarily indicate agreement with the evaluation.

**U.** It is recognized that signing the **observation** report does not indicate agreement with the report, but only acknowledges that the teacher has received the report.

**V.** Any bargaining unit member will not be required to evaluate or discipline other bargaining unit members.

**W.** The parties agree that this Contract will be applied in a manner to ensure that the mandatory provisions of the contract between the School District and any military service in relation to the Junior ROTC program is not violated;

Should a situation arise where it is believed that both this Contract and the ROTC contracts cannot be simultaneously adhered to, the School District and the Association will meet to determine an acceptable outcome.

## Calendar for the 2022-2023 School Year

August 30, Tuesday	Full Day – Professional Development
August 31, Wednesday	Full Day – Professional Development
September 6, Tuesday	School opens – 1/2 day early dismissal for all students and teachers
October 12, Wednesday	High School/Pankow/Pellerin – two and one half hour evening parent/teacher conferences
October 13, Thursday	High School/Pankow/Pellerin – 1/2 day early dismissal for students; two and one-half hour afternoon and three hour evening parent/teacher conferences
October 14, Friday	High School/Pankow/Pellerin – 1/2 day early dismissal for students and teachers
October 19, Wednesday	No School for all students / Full Day professional development
October 21, Friday	Elementary – 1/2 day early dismissal for students; 1/2 day Records for teachers Middle School – 1/2 day early dismissal for students; 1/2 day Records for teachers
November 2, Wednesday	Elementary – two and one half hour evening parent/teacher conferences Middle School – two and one half hour evening parent/teacher conferences
November 3, Thursday	Elementary – 1/2 day early dismissal for students; three hour afternoon and three hour evening parent/teacher conferences Middle School – 1/2 day early dismissal for students; three hour afternoon and three hour evening parent/teacher conferences
November 4, Friday	Elementary – 1/2 day early dismissal for students and teachers Middle School – 1/2 day early dismissal for students and teachers High School – 1/2 day early dismissal for students; 1/2 day Records for teachers
November 8, Tuesday	No School for all students and teachers
November 22, Tuesday	Full day for students and teachers. Thanksgiving Recess begins at end of day.

November 28, Monday	School reopens – Full day for students and teachers
December 2, Friday	Elementary – 1/2 day early dismissal for students; 1/2 day Records for teachers
December 19, Monday	No School for all students / Full Day professional development. Winter Recess Begins at the end of the day for teachers.
January 3, Tuesday	School reopens – Full day for all students and teachers
January 16, Monday	Martin Luther King Jr.'s Birthday Observance. School closed for all students and teachers.
January 25, 26, 27	High School students – Final exams; 1/2 day for students; 1/2 Day Records for teachers
January 27, Friday	Elementary – 1/2 day early dismissal for students; 1/2 day Records for teachers Middle School – 1/2 day early dismissal for students; 1/2 day Records for teachers
February 17, Friday	1/2 day early dismissal for students and teachers, Mid-Winter Recess begins at end of day.
February 23, Thursday	School reopens – Full day for all students and teachers
March 1, Wednesday	No School for all students / Full Day professional development
March 9, Thursday	High School/Pankow/Pellerin –1/2 day early dismissal for students; two and one-half hour afternoon and three hour evening parent/teacher conferences
March 10, Friday	Elementary – 1/2 day early dismissal for students; 1/2 day Records for teachers
March 15, Wednesday	Elementary – 1/2 day early dismissal for students; three hour afternoon and three hour evening parent/teacher conferences
March 16, Thursday	Elementary – 1/2 day early dismissal for students; three hour afternoon parent/teacher conferences Middle School – 1/2 day early dismissal for students; three hour afternoon and three hour evening parent/teacher conferences
March 31, Friday	1/2 day early dismissal for students and teachers. Spring Recess begins at end of day.
April 10, Monday	School reopens; Full day for students and teachers

April 12, Wednesday	PSAT – Middle School. Specific grade level schedules will be given at a later date.
April 12, 13	PSAT, SAT & Workkeys – High School. Specific grade level schedules will be given at a later date.
April 14, Friday	Middle School – 1/2 day early dismissal for students ;1/2 day Records for teachers
May 10, Wednesday	No School for all students / Full Day professional development
May 26, Friday	1/2 day early dismissal for students and teachers, Memorial Recess begins at end of day.
May 30, Tuesday	School reopens; Full day for students and teachers
June 12, Monday	Middle School –1/2 day early dismissal for students ;1/2 day Records for teachers High School students – Final exams; 1/2 day for students; 1/2 day Records for teachers
June 13, Tuesday	Elementary – 1/2 day early dismissal for students; 1/2 day Records for teachers Middle School – 1/2 day early dismissal for students; 1/2 day Records for teachers High School students – Final exams; 1/2 day for students; 1/2 day Records for teachers
June 14, Wednesday	Last day of school; 1/2 day for all students and teachers High School students – Final exams; 1/2 day for students

NOTES: Parent-teacher conferences, marking period dates, etc. are subject to change to meet district needs

**Instructional Days/Teacher Days– 180 days**

**Student Days – 174 Days**

If the State requirements for minimum days and hours of pupil instruction change during the life of the Agreement, representatives of the Association and the Board shall meet for the purpose of bargaining the school calendar and hours of instruction.

In order to facilitate the scheduling of Parent-Teacher Conferences at the Macomb County Juvenile Justice Center, the required three (3) hours of evening conferences per semester may be modified to meet visitation schedules with prior staff approval.

One (1) additional evening parent-teacher conference, two and one-half (2 ½) hours in length, will be added to the calendar. Two and one-half (2 ½) hours of compensatory time will be given on two restructured Wednesdays as agreed upon by the District and the Association.

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## **ARTICLE VIII**

### **Vacancies**

A temporary vacancy shall be defined as a situation where an active position within the bargaining unit is unoccupied or will be unoccupied for thirty (30) or more school days and where the teacher involved is expected to return before the end of the school year, or where there are less than thirty (30) school days remaining in the school year. The rate of pay for a laid-off teacher assigned to a temporary vacancy shall be the permanent substitute rate per day for the first sixty (60) days. Upon reaching the sixty-first (61) day, the teacher shall receive B.A. minimum salary. Upon reaching the ninety-first (91) day, the teacher shall receive his/her regular teaching salary with the fringe benefits as specified in this Agreement.

Upon the ninety-first (91) day of employment, a person from outside the bargaining unit shall become a member of the bargaining unit and enjoy all the rights and privileges of bargaining unit membership, retroactive to the first day of the vacancy.

For purposes of this Agreement, a vacancy shall be defined as a position within the bargaining unit which is unoccupied or a position which is created within the bargaining unit.

A vacancy which occurs in the Intramural and Enrichment programs and for "Active" Clubs will be posted in all buildings and will first be filled from among the building staff, and then from the district staff.

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## **ARTICLE IX**

### **Reduction Notification**

Teachers who successfully complete a probationary period are entitled to continuous employment.

Seniority shall mean continuous employment in the L'Anse Creuse Public Schools school district as a L'Anse Creuse Education Association bargaining unit member. Seniority shall also accrue to teachers who are on disability leave, Family Medical Leave Act (FMLA), teachers who are on layoff status, teachers on Association leave

Time for unpaid leave of absence, except as previously stated, shall not count toward seniority. The starting date for seniority credit shall be the first teacher contract calendar day worked.

By February 21st of each school year, the Board, after consultation with the Association, shall publish and deliver to each building representative a copy of the revised seniority list. The Board shall also deliver ten (10) copies of the revised list to the Association. Using the criteria established in this section, the list shall contain the ranking of each bargaining unit member and shall contain the number of years of seniority each member has accrued. The list shall also contain the certification(s) of each member. The list shall be binding in all cases involving seniority.

Executive Board members of MEA-NEA Local 1, L'Anse Creuse shall be granted seniority in excess of any other bargaining unit members on the seniority list. MEA-NEA Local 1, L'Anse Creuse will provide the Board a list of Executive Board members each year of this Agreement. This paragraph will not apply to probationary employees.

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## **ARTICLE X**

### **Assignment Notification and Staffing**

**A.** Assignment shall be defined to mean the placement of the existing teaching staff into positions. At the middle school and high school level, when it is reasonable and not detrimental to the educational delivery system, the administration will attempt to limit the number of class assignments requiring additional preparations of class materials to three (3). For example:

Science/Biology		Math/Geometry
Science/Physics	or	Science/Biology
Science/Chemistry		Social Science/Am. History

**B.** A voluntary transfer shall be defined as an assignment to a different grade, department, building, or position as a result of a teacher initiated request. Such request shall be made in writing, annually, by March 1st. One (1) copy shall be filed with the Assistant Superintendent for Human Resources and one (1) copy shall be filed with the Association. The application shall set forth the reasons for the transfer, the grade, department, building, or position sought.

Bargaining unit members who request a voluntary transfer shall complete an online application and apply for posted position(s). Additional information may be attached.

A teacher transferring back to L'Anse Creuse from the International Academy of Macomb shall do so by March 1 pursuant to the Letter of Understanding/International Academy of Macomb.



**C.** When opening a new building, the administration will notify all bargaining unit members of the programs and what will be expected of the staff.

**D.** Part-time teachers are defined as those bargaining unit members who have less than a full-time schedule as defined in Article VI. These teachers are to receive full rights, and protection as stated in this Master Agreement. Such teachers will receive a salary pro-rated to the proportion of a full-time assignment and benefits pro-rated per Article XII, K. Part-time teachers requesting a full-time assignment for the next school year must do so in writing to the Assistant Superintendent for Human Resources by March 1st.

Part-time teachers will be required to attend staff development on a percentage basis according to their proportion of a full-time assignment.

**E.** Shared Assignment - Teachers may select job sharing, by application to the Human Resources Office, and upon the approval of the administration, pair a teaching assignment.

Such a partnership will require special scheduling, administrative support, and effective communication to make this concept educationally sound.

The job-sharing teachers will receive a full year's credit on the seniority list and salary schedule. The position must be applied for by March 1st each year for the following school year.

Denial of such requests will not be subject to the grievance procedure.

Job sharing teachers will be responsible for all grade level/department and School Improvement meetings as mutually agreed upon between the teachers and the building principal on a building by building basis. Each plan is to be submitted with the request for shared time and signed by all parties involved.

**F.** The positions or any part thereof presently in the bargaining unit shall not be transferred to persons not covered by the Agreement.

The Board agrees that supervisors or non-unit personnel shall not be used at any time to displace employees regularly employed in the bargaining unit, except in emergencies when bargaining unit members are not available or have refused to do the work.

The Board shall not participate in any form of multi-district pre-kindergarten through grade twelve consortium in order to delegate, transfer, or receive services or functions of the kind and nature currently being provided by the members of the Association's bargaining unit. No L'Anse Creuse teacher will be displaced and/or laid off due to L'Anse Creuse students transferring to classes offered by any other member districts of

that consortium. L'Anse Creuse shall be the employer of record for all L'Anse Creuse teachers. This provision is not applicable to the Juvenile Justice Center staff.

## ARTICLE XI

### Leaves

#### A. Paid Time Off (PTO)

1. At the beginning of each school year, bargaining unit members working  $\frac{3}{4}$  (three quarters) of a day or more shall be credited thirteen (13) PTO days. Bargaining unit members working less than  $\frac{3}{4}$  (three quarters) of a day shall be credited with six and one-half ( $6\frac{1}{2}$ ) PTO days.

If a teacher is employed for less than the full school year, the allowance is reduced by one day for each month of the school year in which they are not employed.

The unused portion shall accumulate from year to year to a limit of two hundred twenty (220) days.

Bargaining unit members working less than  $\frac{3}{4}$  (three quarter) of a day will be charged for a  $\frac{1}{2}$  (half) day each time they are absent. Bargaining unit members working  $\frac{3}{4}$  (three quarters) of a day or more will be charged for a full day.

PTO days may be used by bargaining unit members for emergency situations, family or personal reasons, illness, disability, which shall include all disability caused or contributed to by pregnancy, miscarriage, childbirth, or related medical conditions; medical treatment of the member of the bargaining unit; or serious illness of a member of the immediate family of the bargaining unit member. (Immediate family shall be interpreted as: mother, mother-in-law, father, father-in-law, step parent, wife, husband, child, sister, and brother; or the family unit living in the teacher's household).

An employee unable to work for a period of three (3) consecutive days may be required to provide evidence, on the fourth day of the absence: (1) of illness from a physician (M.D. or D.O.); or (2) of family and/or personal reasons; or (3) of an emergency situation. Documentation from a physical (M.D. or D.O.) may be required to return to work. Extended compensable PTO for illness, beyond three (3) consecutive days shall require periodic medical statements at least every two (2) weeks confirming the employee's inability to work. Failure to produce such documentation may result in the additional leave PTO time being designated as non-compensable.

No PTO days shall be granted:

- a) The day before or after holidays/breaks except for an illness of the teacher or a member of his/her immediate family, documented family or personal reasons, or in the case of an emergency.
- b) The first or last day of school except for an illness of the teacher or a member of his/her immediate family, documented family or personal reasons, or in the case of an emergency.
- c) The day before or after a bonus day is used except for an illness of the teacher or a member of his/her immediate family, documented family or personal reasons, or in the case of an emergency.
- d) For more than three (3) consecutive days except for an illness of the teacher or a member of his/her immediate family, documented family or personal reasons, or in the case of an emergency.
- e) PTO may be granted on the above days by the superintendent or designee for special occasion purposes including, but not limited to, weddings, graduations, Acts of God. The denial of use of PTO on these days is not grievable.

Employees will be able to use up to five (5) PTO days for the purpose of a vacation with appropriate notice to and approval of the Board or its designee.

2. The Board shall maintain records of all PTO days. On or before the first pay period in October, the Board shall provide a written statement to each teacher of his/her number of accumulated PTO days earned through the last school day of June of the previous school year. In the event legislation allows the application of PTO day accumulation toward retirement, all days shall be made applicable for retirement purposes including those beyond two hundred twenty (220).
3. Upon the termination of services with the school district, teachers with more than twenty (20) PTO days accumulated shall be paid for all unused PTO days beyond the twenty (20) to a maximum pay out for two hundred (200) PTO days. The rate of pay shall be seventy-five dollars (\$75.00) per day.

At the end of the 2022-2023, 2023-2024, 2024-2025 school years, teachers may sell back up to 10 PTO days from their accumulated PTO days at a value of sixty seventy-five dollars (\$75.00) per day. Teachers may take advantage of this opportunity each year. In order to be eligible to sell back the days, a teacher must have no less than twenty days accumulated after selling back the accumulated days.

4. A sick leave bank shall be maintained by the Association. Days are to be accumulated from one year to the next. Each new teacher shall contribute one PTO day. If the number of days in the common bank is below two-thirds (2/3) of the number of teachers contributing to the leave bank, then each teacher shall contribute one (1) day from their PTO allowance. Use of the days shall be limited to the point of eligibility for long-term disability only. Sick Bank Information is contained in Attachment D of this agreement.

Retirees may transfer days beyond their accumulated amount of two hundred twenty (220) days to the sick bank.

The maximum number of days transferred by all bargaining unit members shall not exceed two hundred (200) days per school year. School year is defined as September 1 through August 31.

At the start of each school year and bimonthly thereafter, the Board will report to the Association the balance of sick leave days remaining in the sick leave bank and their usage to date.

5. A teacher who is unable to teach because of personal illness as indicated in writing by a qualified M.D. or D.O. and/or Board appointed doctor, and who has exhausted all PTO leave available, shall be granted a leave of absence without pay for the duration of such illness up to one (1) year. Leave requests should be scheduled by the teacher at semester break when possible. Further extensions shall be granted if the illness, as indicated by additional writing by a qualified M.D. or D.O., supports such extensions.

Upon return from leave, a teacher will be assigned to the same or similar position from which he/she was granted leave. A teacher returning from leave shall give written notification by mail to the Human Resources Office at least by March 1st or forty-five (45) calendar days before the end of the semester break, or before any point of time during the school year of his/her intent to return from leave to full-time teaching.

If a teacher does not give notification of intent to return from leave at least forty (40) to forty-five (45) days in advance, a certified letter, with a copy to the Association President, shall be sent from the Human Resources Office to the employee's last known address indicating that his/her employment rights will be forfeited if he/she does not respond within ten (10) day after receipt of the letter.

6. Upon approval, a teacher whose projected leave time is abandoned due to serious changes in his/her economic or personal status shall be granted

the next available teaching position or will be placed in a position currently held by a temporary employee. If neither of the above positions are available, the teacher will be granted permanent substitute status. The employee will be compensated at his/her contractual salary with full health, vision, and dental benefits. The employee will accrue seniority and receive prorated PTO days.

7. Upon the recommendation of the Superintendent, the Board may, at the Board's expense, require a teacher to submit to a mental or physical examination by appropriate specialists to determine whether involuntary PTO for medical reasons is warranted. If the report of the Board's doctor and the report of the employee's doctor are in disagreement or conflict, the controversy shall bypass the grievance procedure and, instead, the affected employee shall be examined at Board expense by an appropriate specialist in the area of controversy at Ascension, Henry Ford Hospital, McLaren or at the University of Michigan Medical Center at Ann Arbor. This final determination shall be binding on the parties.

Any teacher so placed on PTO for medical reasons shall have the right to a hearing in accordance with the Tenure Law.

Any teacher, whose personal illness extend beyond the period compensated, will be granted a leave of absence without pay or increment for such time as is necessary for complete recovery. Return from leave shall be in accordance with the procedure in Article XI, Section A., #5 and #6.

8. Any teacher who is absent because of an injury or disease compensable under the Michigan Workers' Compensation Law may use accrued PTO days to supplement workers compensation pay to bring them to their full contractual amount. In such case, accrued PTO leave may be used in increments of less than a half day as needed.
9. Family and Medical Leave Act (FMLA)

The Board will grant up to twelve (12) weeks of family and medical leave during any twelve (12) month period to eligible employees in accordance with the Family Medical Leave Act of 1993 (FMLA). All requests for such leave will be made to the Superintendent or designee. When the need is foreseeable, such notice will be given thirty (30) days before the start of the FMLA leave. If it is not possible for the employee to give thirty (30) days notice, the employee will give as much notice as practicable. Proper certification of the reason for the leave must be provided. Teachers will receive all rights and benefits for the duration of the leave including the accrual of seniority. All child care leaves allowable under the Family Medical Leave Act (FMLA) will be unpaid.

## B. Professional and Personal Leave

Leaves of absence with pay not chargeable against the teacher's PTO leave allowance (except as described in #6 and #7 below) shall be granted for the following reasons:

1. Approved visitation (approved in writing by the Superintendent) at other schools or for attending educational conferences or conventions.
2. Absence when a teacher is called for jury duty.
3. Time necessary to take selective service physical examination.
4. Court appearances as a witness in any case connected with the teacher's employment or the school.

If the teacher is the plaintiff or defendant or is subpoenaed to attend any non-work related proceeding, the teacher may use PTO days for this purpose.

5. Five (5) days shall be allowed for the death of a member of the immediate family. (Immediate family shall be interpreted as mother, father, spouse, and child). Three (3) days shall be allowed for the death of other family members (sister, brother, mother-in-law, father-in-law, or step relations of the employee, or a person living in the teacher's household). Two (2) additional days may be allowed, if necessary, and charged to PTO leave. One (1) day shall be allowed for the death of an employee's grandchild, grandparent, brother-in-law, sister-in-law, son-in-law, daughter-in-law, or the grandparent of an employee's spouse. One (1) additional day may be allowed, if necessary, and charged to PTO leave. Bereavement days may be non-consecutive and must be used within a twelve (12) month period following the death unless there are extenuating circumstances. One (1) day leaves may be granted for funerals of others than those persons defined above and will be charged to PTO leave. These PTO days will be the non-weekend days following the death. If any part of this leave occurs during a non-paid break such as summer, those leave days will be non-paid.
6. Up to three (3) days will be allowed for emergency situations such as disasters (fires, severe storm damage, etc.) to personal property and will be charged to PTO leave.
7. A teacher who holds an elected governmental office may be released from their teaching duties up to ten (10) workdays per year provided the governmental entity reimburses the Board for the cost of providing a substitute teacher.

8. A probationary teacher absent from work due to communicable disease(s) in his/her school(s), such as, but not limited to, mumps, scarlet fever, measles, chicken pox, scabies, and lice, shall suffer no loss of compensation and will not be charged with loss of PTO leave days up to a maximum of five (5) days.
9. Teachers have the opportunity to earn bonus days throughout the school year. They may earn bonus days in the following two ways:
  - a. Subbing for another teacher during prep period. In this case, teachers would have two options of compensation.
    - \$50 / class period per contract, or;
    - Apply each class period worked toward earning a “Bonus Day” of leave to be used at the teacher’s discretion during the school year. Six class periods worked = One Bonus Day. Three class period worked= one half bonus day.
    - Teachers can choose to be paid or apply time worked toward a Bonus Day. Teachers can choose to go back to traditional payment if desired.
  - b. Bus Duty for Elementary teachers.
    - Elementary teachers will continue their regular rotating bus duty schedule at their building. However, teachers also have the option to volunteer to stay late with students. The number of teachers that are needed to stay with children will vary depending on the number of busses that are late as well as the number of students assigned to each bus. Number of teachers needed is determined by building administration.
    - If teachers are needed to stay past the contractual 30 minutes (31- 60 minutes) they will receive 30 minutes toward a bonus day or \$25. If the bus is more than an hour late (61 + minutes) the teacher will receive an additional 30 minutes toward a bonus day. (Example: bus is 40 minutes late...teacher will receive 30 minutes

toward a bonus day or \$50. If the bus is 65 minutes late the teacher will receive 60 minutes toward a bonus day.

Teachers that elect to save bonus days should note the following:

- a. Bonus Days can be used on any day except the last week of school.
- b. Half day bonus days can only be used on a district half day, as defined on the district calendar. They cannot be used to take off half of a full day.
- c. Bonus Days will appear as separate balance in AESOP leave balances.
- d. Bonus Days available in leave balances three weeks after day is earned.
- e. Unused Bonus Days will not roll over into the next school year, but will be paid out at the end of the year at the rate of \$100 per day.
- f. Bonus Day balances at severance will be paid out as PTO days at the contract rate.
- g. Bonus days cannot be used in conjunction with a PTO day to extend a break.
- h. Teachers will earn credit for a bonus day for subbing on their prep regardless of the length of the class period. If you miss your prep you miss your prep regardless of the length of the class period.

If at any time the district or the association feels the language needs to be adjusted, the two parties will meet to discuss possible changes with the current language. All changes must be agreed upon by both parties.

### **C. Leaves of Absence**

1. Personal Leaves of absence of not more than one (1) year without pay shall be granted upon written request to Human Resources Such leaves may be extended upon request for up to a total of three (3) years. Seniority and increment shall not accrue on such leaves. Personal leaves shall not be used for employment in the same position as currently held in



the bargaining unit of another education association in any other Michigan public school district.

In the event the teacher cannot be replaced due to the critical nature of the school program, representatives of the Board shall meet with representatives of the Association to resolve the problem. If no resolution is reached, the Board may deny the leave.

2. Leaves of absence of not more than two (2) years without pay shall be granted upon written request to Human Resources to any teacher to serve in public office. Seniority and increment shall not accrue on such leaves.
3. Leaves of absence of not more than two (2) years without pay shall be granted upon written request to Human Resources for the purpose of holding elected or appointed office in the NEA, MEA, MEA-NEA Local 1, or an affiliate of NEA, MEA, MEA-NEA Local 1. Seniority and increment shall accrue on such leave.
4. A leave of absence shall be granted to any bargaining unit member for the purpose of childcare, including adoption and guardianship. Said leave shall commence upon request of the bargaining unit member. It is further provided that:
  - a. The reinstatement shall be to the teacher's same position or similar position.
  - b. The initial leave period may be for the duration of the semester when leave was granted plus two (2) consecutive semesters excluding the summer. The leave may be extended up to a total of three (3) years by written request of the teacher.
  - c. In the event of the death of the object child of the leave, the leave of absence may be terminated upon request of the bargaining unit member. If a position is not available, the teacher will be granted permanent substitute status with full employment benefits.
  - d. Leaves of absence with pay, chargeable against the teacher's allowance, shall be granted upon notification to the Human Resources office one week prior to the anticipated absence, except in emergency situations for time necessary to adopt a child. This is limited to the use of the individual's own sick days to a maximum of three (3) weeks.

5. Return from leaves of absence shall be in accordance with the procedure in Article XI, Section A., #5 and #6 and Article IX, Section A.

6. Military Leaves

a. Long-Term Military Leaves

Military leaves of absence without salary or benefits shall be granted to any L'Anse Creuse teacher who shall be inducted for a tour of military duty to any branch of the armed forces of the United States. Upon returning to the L'Anse Creuse Public Schools, a teacher who has been on military leave shall be given the benefit of any new increments up to five (5) years which would have been credited to him/her had he/she remained in active employment with the L'Anse Creuse Public Schools, provided the teacher returns to L'Anse Creuse Public Schools as soon as a position for which he/she is certified becomes available after discharge from military service.

b. Short-Term Military Leaves

The Board shall grant a short-term leave of absence of not more than five (5) days per year when a teacher is ordered to report for reserve or national guard duty at a time which conflicts with his/her school responsibilities, provided the Board is unable to have the teacher excused from such duty at the time. The teacher shall provide the Human Resources Office with a copy of his/her orders upon receipt of the same.

A teacher shall be granted a lifetime cumulative total of up to ten (10) days with pay for the above-described duty.

A teacher shall file a leave request along with a copy of their military orders.

The Board shall pay the difference between the regular pay of the teacher and pay received for said military duty.

Prior to payment, the teacher shall file, in the Human Resources Office, a letter from his/her commanding officer stating the period of active duty (dates) and the daily rate of pay for such duty. It is not the intent of this provision to cover the annual encampment or cruise normally required of reservist or national guard personnel.

c. Emergency Call-Up Leaves

For emergency call-up leaves, as prescribed by State and Federal law, the Board shall pay the difference between the regular pay and the compensation received for said military duty for a period not to exceed one calendar year. After one year the provision under long-term military leave shall apply.

7. In the event the Association is desirous of sending representatives to local, State, or national conferences conducted by the Association for further cause of its own professional purposes, or other business leaves pertinent to the Association's affairs, each representative shall be excused providing the Association will reimburse the district for the cost of the substitutes.

In order to encourage and continue positive employee-district relationships, the Board will grant released time for three (3) class hours per day for the District Association President. The Association will reimburse the Board of Education for the release time salary and retirement benefit costs, excluding fringe benefits, in an amount not to exceed 25% of his/her salary. The District Association President shall be excused from non-teaching supervisory duties.

The District Association President's release time shall be mutually agreed upon by the Assistant Superintendent for Human Resources and the District Association President.

8. Section C, leaves of absence of not more than three (3) years without pay may be granted to any teacher upon written request to Human Resources for purposes of serving in a supervisory or executive position within the school district. Seniority and increment shall not accrue on such leaves. This leave cannot be extended. This leave can be granted only one time to an individual teacher.
9. Teachers filling a Juvenile Justice Center summer position of not less than four (4) additional weeks will receive one (1) additional PTO day per year.

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## **ARTICLE XII**

### **Insurance Protection**

- A.** The Board shall provide all insurance benefits listed in Section A. for a full twelve-month period of each school year for all teachers in the bargaining unit, except for those teachers electing benefits under Section B. below. Such benefits shall be

provided to each teacher and his/her dependents, as defined by MESSA. Coverage will be as follows and bargaining unit members may select option 1 or 2:

1. MESSA ABC 1 with 3-Tier prescription
2. MESSA ABC 2 with 3-Tier prescription

Employees may use payroll deduction to contribute to the Health Savings Account (HSA) up to the IRS limit.

The employer will pay the full premium up to the statutory State of Michigan hard cap. The hard cap will be smoothed for the two-person and family plans.

If premium costs increase over 10% in one year, the parties will meet to discuss alternatives and review bids. If MESSA provides cost saving options during the course of this agreement, the parties will meet to discuss making those plans available to the bargaining unit. There will be no changes without mutual agreement of the parties. This shall not be considered a reopener.

- 2a. MESSA/Delta Dental Plan E, including the 007 orthodontic rider with no coordination of benefits, or
- 2b. MESSA/Delta Plan C, including the 03 orthodontic rider with internal and external coordination of benefits.
3. MESSA Term Life Insurance in the amount of sixty thousand dollars (\$60,000) for the teacher only. Such insurance protection shall be paid to the teacher's designated beneficiary. In the event of accidental death, the insurance will pay double the specified amount; in the event of accidental dismemberment, the insurance will pay according to the schedule.
4. MESSA Plan VSP-2 Silver Vision Insurance including internal and external coordination of benefits.

**B.** Teachers not electing insurance benefits as described in Section A. above shall be provided by the Board with the following insurance benefits for a full twelve-month period of each school year. The benefits listed below shall be provided, without cost to teachers, to each teacher, not enrolled in benefits under Section A. above, and his/her eligible dependents, as defined by MESSA.

- 1a. MESSA/Delta Dental Plan Auto Plus, including the 008 orthodontic rider with no coordination of benefits, or
- 1b. MESSA/Delta Plan C, including the 03 orthodontic rider with internal and external coordination of benefits.

2. MESSA Term Life Insurance in the amount of seventy thousand dollars (\$70,000.00) for the teacher only. Such insurance protection shall be paid to the teacher's designated beneficiary. In the event of accidental death, the insurance will pay double the specified amount; in the event of accidental dismemberment, the insurance will pay according to the schedule.
3. MESSA Dependent Term Life Insurance in the amount of ten thousand dollars (\$10,000.00) for each teacher's spouse and five thousand dollars (\$5,000.00) for each dependent child as defined by MESSA.
4. MESSA Plan VSP-3 Gold Vision Insurance including internal and external coordination of benefits.
5. Each teacher will receive a cash option in lieu of Health Insurance in the amount of \$1200 total, payable in monthly installments. If at least 55 people select the cash option, the amount will be raised to \$2,400 total, payable in monthly installments. If at least 65 people select the cash option, the amount will be raised to \$3,600 total, payable in monthly installments.

**C.** The Board shall provide, without cost to the teachers MESSA Plan II Long-Term Disability Insurance for each teacher. Benefits shall be paid at sixty-six and two-thirds percent (66-2/3%) of salary to a monthly maximum of five thousand dollars (\$5,000.00) and shall begin after expiration of ninety (90) calendar days.

When the bargaining unit member becomes eligible for long-term disability benefits, the continuation of health insurance benefits shall be "paid" by the waiver of premium provision included in MESSA's long-term disability policy for the maximum period of time allowed under the policy.

The C.O.L.A. adjustment shall be applied to long-term disability payments in the year in which the payments commence.

**D.** Teachers employed after the start of the school year shall receive insurance benefits beginning as of the first day of employment and such benefits shall continue, in force, for the balance of each school year, including the summer months.

**E.** The Board shall continue to provide insurance benefits listed above for those teachers on leave as defined in Article XI, Sections A., B., C-7b., C-8. Teachers that take a child care leave under Article XI, Section A-9 shall continue to receive insurance benefits for 12 weeks after the disability period has ended regardless of whether they have accumulated PTO days to cover that time period. The Board shall also continue to provide insurance benefits during the time period when an employee is awaiting entry onto the Sick Bank, whether or not the teacher has accumulated PTO days to cover this time period.

**F.** The Board shall establish an open enrollment period for the month of November, in each school year of this Agreement. The Board, in cooperation with the insurance carrier(s), shall be responsible for providing all necessary enrollment application and claims materials.

- G.**
1. It is understood that, notwithstanding the rules or regulations of the insurance carrier(s), the Board shall guarantee the level and inclusion of all provisions of the insurance benefits as of September 1, 1990.
  2. In the event that any insurance benefit is adjusted by action of the courts, the legislature, or the Insurance Commission, the Board shall meet with the Association for purposes of renegotiating the affected insurance benefit(s).

**H.** The Board shall provide payroll deduction privileges, without cost to the teacher, Tax-Deferred Annuity programs. Such annuity programs shall include, but not be limited to, MEFSA/MEA Tax-Deferred Annuity Plan. The Board shall remit monies deducted for Tax-Deferred Annuity programs to the appropriate company within one week.

**I.** The effective date for all sections of this Article is September 1, 1990.

1. All insurance protection plans in Article XII shall be continued for the months of July and August for a teacher who has been granted an unpaid leave of absence for the next school year. A teacher who voluntarily resigns or retires or a teacher on unpaid leave of absence, if he/she chooses, can pay the appropriate premiums and still be covered under any and all group plans, pursuant to the provision of the Consolidated Omnibus Budget Reconciliation Act of 1985. Payment shall be made in accordance with COBRA rules.
2. The Board shall continue to provide insurance benefits listed above for ninety (90) days following the layoff of any teacher. A teacher on layoff status, if he/she chooses, can pay the appropriate premiums and still be covered under any or all group plans as per COBRA regulations. Payment shall be made in accordance with COBRA rules.

**J.** If a national health program becomes available during the life of this Agreement, the Association and the Board will review the program to guarantee negotiated benefits or the dollar value of those benefits to the members.

**K.** For the teachers that are job sharing, the Board will pay no more than the cost of one (1) set of MESSA Plan A insurance benefits for one assignment. Each teacher involved may select MESSA Plan A or Plan B benefits. Any teacher selecting Plan A will be covered under MESSA ABC Plan 1 or ABC Plan 2.

1. If both select Plan A, each shall pay the cost over and above one-half of the premium for Plan A.
2. If both select Plan B, there will be no additional cost for either member.
3. If one selects Plan A and the other selects Plan B, the teacher selecting Plan A shall pay the premium cost of Plan B. The member selecting Plan B will have no additional cost.
4. If one selected neither Plan, there shall be no cost to the other member who may select either Plan.
5. For teachers working less than a full day but not job sharing, insurance benefits will be prorated unless they choose Plan B for which there will be no cost to the teacher.

Full time member equivalency will be considered for the stipend in lieu of health insurance (Article XII, B5).

Premiums, if applicable, will be paid through payroll deduction 125 Plan, which uses pretax dollars.

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## **ARTICLE XIII**

### **Protection of Teachers**

**A.** Since the teacher's authority and effectiveness in his/her classes are undermined when students discover that there is insufficient administrative backing and support of the teacher, the Board recognizes its responsibility to give all reasonable support and assistance to teachers with respect to the maintenance of control and discipline in the classroom. Whenever it appears that a particular pupil requires the attention of special counselors, social workers, law enforcement personnel, physicians, or other professional persons, the Board will take reasonable steps to relieve the teacher of responsibilities with respect to such pupil.

**B.** Any case of assault and/or battery upon a teacher by a student or other party during the course of that teacher's performance of his/her professional duties shall be promptly reported to the Board or its designated representative. If a student is involved, said student shall immediately be removed from the school program and placed under the direct charge of the appropriate designated authority with suspension as soon as arrangements can be completed for said student's safe deposit at home. Said

suspension to continue until appropriate action is taken. If another party is involved, the Board and/or Administration will aid the teacher, when reasonable. Upon request the Board will provide legal counsel to advise the teacher of his/her rights and obligations with respect to such assault.

**C.** If any teacher is complained against or sued by reason of disciplinary action, as specified in the General School laws, taken by the teacher against a student, the Board will provide legal counsel and render all necessary assistance to the teacher in his/her defense.

**D.** Time lost by a teacher in connection with any incident within the stipulations of this Article and agreed to by the Superintendent of Schools shall not be charged against the teacher. If a satisfactory solution cannot be agreed upon by the teacher and the Superintendent, the grievance procedure may be invoked.

**E.** Teachers shall exercise reasonable care with respect to the safety of pupils and property. Within such reasonable care, the teacher shall not be held individually liable for any damage or loss to person or property.

**F.** A teacher may exclude a pupil(s) from class for one (1) hour and until the building administrator has met with the pupil when the grossness of the offense, the persistence of the misbehavior, or the disruptive effect of the violation makes the continued presence of the student in the classroom intolerable. In such cases, the teacher will furnish the principal, as promptly as his/her teaching obligations will allow, full written particulars of the incident. Prior to the next meeting of that class period or beginning of the next school day, the building administrator will meet with the teacher to discuss the course of action, which will be taken to eliminate the disruptive situation.

**G.** If a teacher is injured while in the line of duty, free medical, surgical, or hospital care will be furnished by the Board at a designated hospital within provisions of the Workers' Compensation Act, and shall not result in loss of or reduction in salary.

**H.** A teacher, in the event of loss, damage, or destruction of personal property in connection with any incident while in the line of duty, which is not a result of teacher negligence, providing appropriate facilities are utilized, will be compensated by an amount not to exceed the deductible limit of any personal insurance. In any case, the cost to the district will not exceed four hundred and fifty dollars (\$450.00) per claim. The claim will be filed with the Business Office setting forth the extent of loss or damage, as well as pertinent information regarding personal insurance coverage.

**I.** A complaint by a parent of a student directed toward a teacher shall be called promptly to the teacher's attention if the complaint is considered serious by the appropriate administrator or if it is used as a basis for reprimanding a teacher.

**J.** No later than the first week of each school year each building administrator will post, distribute, and discuss with the teaching staff district Board policy concerning



discipline. The means of developing positive student behavior will be part of that discussion.

**K.** Teachers shall not be required to transport students during the school day except in emergency situations.

**L.** Communicable Diseases - In the event the Board of Education authorizes the development or subsequent revision of Board policies dealing with communicable diseases, the employer will provide the Association, prior to adoption or implementation, notice and opportunity to bargain on said policies as they impact on terms and conditions of employment of bargaining unit members.

**M.** Teachers shall not be required to administer medication to students except in emergency situations.

**N.** The Administration will provide Board approved training for regular education teachers receiving handicapped students, and all teachers having to serve medically fragile students. When the school district receives a medically fragile student who requires extraordinary care, representatives of the Board and the Association shall meet to establish an appropriate plan for medical concerns.

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## **ARTICLE XIV**

### **Grievance Procedure**

**A.** A grievance is defined as an alleged violation of a specific Article or Section of this Agreement or any matter relative to rate of pay, salaries, hours of employment, and other conditions of employment concerning health, safety, and general welfare as set forth in this Agreement. A building or district school improvement committee decision, which violates this collective bargaining agreement, is also subject to the grievance procedure. If any such grievance arises, there shall be no stoppage or suspension of work because of such grievance, but such grievance may be submitted according to the grievance procedure herein.

**B.** In the event that a teacher or the Association believes there is a basis for a grievance, the grievant shall within five (5) school days of the distressing issue first discuss the alleged violation with the principal or supervisor either personally or accompanied by his/her Association representative.

**C.** If, as a result of the informal discussion with the principal or supervisor, a grievance still exists, the grievant may after five (5) school days and no later than ten (10) school days of the oral initiation invoke the formal grievance procedure through the Association, using the proper forms, signed by the grievant and a representative of the Association. A copy of the grievance form shall be delivered to the principal or

supervisor. If the grievance involves more than one (1) school building, it may be filed with the Assistant Superintendent for Human Resources.

**D.** Within five (5) school days of receipt of the grievance, the principal or supervisor shall indicate his/her disposition of the grievance in writing to the grievant and to the Association representative.

**E.** If the Association is not satisfied with the disposition of the grievance, or if no disposition has been made within five (5) school days of receipt by the principal or supervisor, the grievance shall be transmitted within five (5) school days to the Assistant Superintendent for Human Resources. Within ten (10) school days the Assistant Superintendent for Human Resources shall meet with up to two (2) representatives of the Association on the grievance and shall indicate his or her disposition of the grievance in writing within ten (10) school days of such meeting, and shall furnish a copy thereof to the Association. If the Assistant Superintendent for Human Resources is not available, the grievance may be filed with his/her designated representative.

**F.** If the Association is not satisfied with the disposition of the grievance by the Assistant Superintendent for Human Resources or if no disposition has been made within ten (10) school days of such meeting or twenty (20) school days from the date of filing, whichever shall be later, the grievance shall be transmitted within twenty (20) school days to the American Arbitration Association.

**G.** Such appeal shall be in writing and shall be delivered to the American Arbitration Association and the Board of Education within said twenty (20) school day period, and if not so delivered, the grievance shall be abandoned.

The arbitrator will be selected according to the rules set forth by the American Arbitration Association.

The arbitrator so selected will confer with the parties and hold hearings in accordance to the rules set forth by the American Arbitration Association. The arbitrator's decision shall be in writing and will set forth his/her findings of fact, reasoning, and conclusions on the issues submitted.

The arbitrator shall have no power to alter, modify, add to or subtract from the provisions of this Agreement.

The arbitrator's authority shall be limited to deciding whether a specific Article or Section of this Agreement or any matter relative to rate of pay, salaries, hours of employment, and other conditions of employment concerning health, safety, and general welfare as set forth in this Agreement has been violated. The decision of the arbitrator, if within the scope of his or her authority as above set forth, shall be final and binding.

**H.** The fees and expenses of the arbitrator shall be shared equally by the two (2) parties.

I. The time limits provided in this Article shall be strictly observed but may be extended by written agreement of the parties. In the event a grievance is filed after May 15 of any year and strict adherence to the time limits may result in hardship to any party, the Board shall use its best efforts to process such grievance prior to the end of the school term or as soon thereafter as possible. During the summer, Board workdays will constitute school workdays for processing a grievance.

J. Notwithstanding the expiration of this Agreement, any claim or grievance arising thereunder may be processed through the grievance procedure until resolution.

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## **ARTICLE XV**

### **Teacher Educational Improvement**

A. The parties support the principle of continuing training of teachers.

B. The Board agrees to pay the tuition costs for employees who participate in and satisfactorily complete course work designed to meet the specific in-service educational needs of the district as determined by the Superintendent. It is understood that such course work can be offered by a community college, a four-year institution, an intermediate school district, or other school district by on-campus or extension-level classes at either the B.A., M.A., Ed.S., or Doctoral level. It is understood that whenever possible the tuition costs will be paid directly to the sponsoring agency.

C. The Board agrees to provide funds for teachers who are authorized by the Superintendent to attend professional conferences. Travel, meals, lodging, and registration fees shall be deemed appropriate expenses of the Board.

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## **ARTICLE XVI**

### **Sabbatical Leave**

A. Sabbatical leave of absence may be granted to members of the professional staff of the school district upon recommendation of the Superintendent of Schools. The professional competence of the staff member and the general welfare and advantages accruing to the school shall be general factors of consideration requisite to approval of requests for sabbatical leave.

Other qualifications which should be met by the person making application for sabbatical leave are:

1. Applicant must have seven (7) consecutive years of satisfactory service as a full-time employee in the L'Anse Creuse Public Schools. Absence from service for a period of not more than one (1) year under leave of absence without pay, granted by the Board of Education for professional improvement or restoration of health, shall not be deemed a break in the continuity of service in computing the seven (7) consecutive years.
2. Subsequent sabbatical leaves may be authorized after eligibility has been reestablished by service of an additional seven (7) consecutive years of satisfactory service as a full-time employee.
3. A sabbatical leave may be granted for a period of not less than one (1) full semester nor more than two (2) full consecutive semesters.
4. As a condition of receiving final approval for sabbatical leave, a staff member shall file a written agreement stipulating that he/she will remain in the service of the L'Anse Creuse Public Schools for a period of two (2) years after expiration of said leave.
5. Application must be made by March 31, prior to the school year for which leave is requested.

**B.** The following conditions pertain to the acceptance of applications for sabbatical leave:

1. Approval of a sabbatical leave shall be contingent upon securing an employee qualified to assume the applicant's duties.
2. A sabbatical leave once granted may not be terminated before the date of expiration except as otherwise provided herein or agreed upon by the Superintendent of Schools.
3. The Board of Education reserves the right to reject any or all requests for sabbatical leave of absence.

**C.** Requirements and status while on sabbatical leave are defined as follows:

1. The compensation for the staff member on sabbatical leave shall be one-half (1/2) of the salary he/she would receive if on active staff status for the period in which the leave is effective.
2. Payment of salary to a staff member on sabbatical leave shall be made in accordance with the provisions of the Board of Education for payment to other members of the professional staff.

3. A term of sabbatical leave shall entitle an employee to an automatic salary schedule increment at the beginning of the next fall year of school following his/her return to service in the system.
4. The regular PTO leave policy shall apply to an employee on sabbatical leave.
5. A sabbatical leave granted to a regular employee of the professional staff shall also operate as a leave of absence without pay from all other school activities.
6. Any employee granted a leave of absence pursuant to this policy may be required to perform such services and to engage in such activities during the leave as the Superintendent of Schools and employee may agree upon in writing.
7. Teachers on sabbatical leave shall be allowed credit toward retirement for the time spent on such leave in accordance with rules and regulations established by the Boards of Control of the Public School Employee's Retirement Funds.
8. An employee shall not be considered as having completed the requirements of the sabbatical leave until a final report has been approved by the Superintendent of Schools and transmitted to the Board of Education.
9. A teacher upon return from sabbatical leave shall be restored to his/her teaching position, or similar position, or to a position of benefit to the public schools as approved by the Superintendent. A teacher returning from sabbatical leave shall be subject to the layoff/recall procedure as outlined in this Master Agreement.
10. Said teacher shall be entitled to participate in any other benefits that may be provided for by rules and regulations of the Board of Education made pursuant to law.
11. If an employee completes the planned program of leave, but does not return to service in the L'Anse Creuse Public Schools, he/she shall, within two (2) years repay, to the Board of Education the amount received by him/her during the sabbatical leave.
12. If an employee does not remain in the L'Anse Creuse Public Schools for two (2) years immediately following his sabbatical leave, he/she shall within two (2) years repay to the Board of Education the same fraction of the amount granted as that fraction of the two (2) years of unfilled period of service.

This rule does not apply in cases where the person is unable to work or in cases where the rule is waived by the Board of Education.

## **ARTICLE XVII**

### **Professional Responsibility**

**A.** Teachers are expected to comply with reasonable rules, regulations, and directions from time to time adopted by the Board or its representatives, which are not inconsistent with the provisions of this Agreement.

**B.** The Board recognizes that the Code of Ethics of the Education Profession is considered by the Association and its membership to define acceptable criteria of professional behavior. The Association shall accept responsibility to deal with ethical problems in accordance with the terms of such Code of Ethics of the Education Profession.

**C.** The Association recognizes that abuses of PTO or other leaves, chronic tardiness or absence, willful deficiencies in professional performance, or other violations of discipline by a teacher reflect adversely upon the teaching profession and create undesirable conditions in the school building. Alleged breaches of discipline of the Code of Ethics of the Education Profession may be reported to the offending teacher and to the Association. The Association will use its best efforts to correct breaches of professional behavior by any teacher and, in appropriate cases, may institute proceedings against the offending teacher.

\*\*\*\*\*

## **ARTICLE XIX**

### **Duration of Agreement**

This Agreement shall be effective as of June 27, 2022 and shall continue in effect for thirty-eight (38) months until August 31, 2025. This Agreement shall not be extended orally, and it is expressly understood that it shall expire on the date indicated.

\*\*\*\*\*

## **ARTICLE XX**

### **Separation Clause**

If any provision of the Agreement or any application of this Agreement to any employee or group of employees shall be found contrary to law, then such provision or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provision or applications shall continue in full force and effect.

MEA-NEA Local 1, L'Anse Creuse

L'ANSE CREUSE PUBLIC SCHOOLS

By: \_\_\_\_\_

By: \_\_\_\_\_

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

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

Kathy Parmentier, President  
MEA-NEA Local 1, L'Anse Creuse

Erik Edoff, Superintendent  
L'Anse Creuse Public Schools

MEA-NEA Local 1

By: \_\_\_\_\_

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

Mary Campbell, President  
MEA-NEA Local 1

Date of Ratification by the Association  
6-20-2022

Date of Ratification  
by the Board of Education \_\_\_\_\_

\_\_\_\_\_

BOARD OF EDUCATION  
L'ANSE CREUSE PUBLIC SCHOOLS

By: \_\_\_\_\_

Its: President \_\_\_\_\_

Dated: \_\_\_\_\_

By: \_\_\_\_\_

Its: Secretary \_\_\_\_\_

Dated: \_\_\_\_\_

## LETTER OF AGREEMENT #1

### Fulbright Leave

A. A leave of absence for participation in the Fulbright Teacher Exchange Program may be granted to members of the professional staff of the school district upon recommendation of the Superintendent of Schools. The professional competence of the staff member and the general welfare and advantages accruing to the school shall be general factors of consideration requisite to approval of requested exchange leave.

Other qualifications which should be met by the person making application for exchange leave are:

1. Applicant must hold a life, permanent, continuing or professional education certificate.
  2. Applicant must have seven (7) consecutive years of satisfactory service as a full-time employee in the L'Anse Creuse Public Schools. Absence from service for a period of not more than one (1) year under leave of absence without pay, granted by the Board of Education, shall not be deemed a break in the continuity of service in computing the seven (7) consecutive years.
  3. An exchange leave may be granted for a period of not less than one (1) full semester nor more than two (2) full consecutive semesters.
  4. As a condition of receiving final approval for exchange leave, a staff member shall file a written agreement stipulating that he/she will remain in the service of the L'Anse Creuse Public Schools for a period of two (2) years after expiration of said leave.
  5. Application must be made by March 31, prior to the school year for which leave is requested.
- B. The following conditions pertain to the acceptance of applications for such leave:
1. Approval of an exchange leave shall be contingent upon securing a Fulbright exchange teacher certified to assume the applicant's duties.
  2. An exchange leave once granted may not be terminated before the date of expiration except as otherwise provided herein or agreed upon by the Superintendent of Schools.



3. As of May 1, there are no teachers who are projected to be on layoff status.
4. The Board of Education reserves the right to reject any or all requests for participation in the Fulbright Teacher Exchange Program.

C. Requirements and status while on exchange leave are defined as follows:

1. The compensation for the staff member on this leave shall be full salary and fringe benefits with the exception of Article XI of the Master Agreement. The exchange teacher shall have access to that particular year's amount of PTO days for the current member. Also, the exchange teacher may use the current member's two personal days.

If the exchange teacher is absent from L'Anse Creuse for any other days than specified above, the exchange teacher shall reimburse L'Anse Creuse Public Schools for the substitute teacher costs.

2. Payment of salary to a staff member on exchange leave shall be made in accordance with the provisions of the Board of Education for payment to other members of the professional staff. A teacher on exchange leave shall continue to have payroll deductions according to Article IV, Section A, of this Master Agreement.
3. Seniority and increment shall accrue on an exchange leave.
4. Any employee granted a leave of absence pursuant to this policy may be required to perform such services and to engage in such activities during the leave as the Superintendent of Schools and employee may agree upon in writing.
5. Teachers on exchange leave shall be allowed credit toward retirement for the time spent on such leave in accordance with rules and regulations established by the Boards of Control of the Public School Employee's Retirement Funds.
6. An employee shall not be considered as having completed the requirements of the exchange leave until a final report has been approved by the Superintendent of Schools and transmitted to the Board of Education.
7. A teacher upon return from an exchange leave shall be restored to his/her teaching assignment based upon seniority and certification. A teacher returning from exchange leave shall be subject to the layoff/recall procedure as outlined in this Master Agreement.

8. If an employee completes the planned program of leave, but does not return to service in the L'Anse Creuse Public Schools, the employee shall, within two (2) years, repay to the Board of Education the amount received by him/her during the exchange leave.
  
9. If an employee does not remain in the L'Anse Creuse Public Schools for two (2) years immediately following the exchange leave, he/she shall within two (2) years repay to the Board of Education the same fraction of the amount granted as the fraction of the two (2) years of unfilled period of service. This rule does not apply in cases where the person is unable to work or in cases where the rule is waived by the Board of Education.

## LETTER OF AGREEMENT #2

### **SUMMER SCHOOL PRINCIPAL TEMPORARY ADMINISTRATIVE POSITION**

The Association and the Board of Education agree that members of the Association should be afforded the same opportunity as non-bargaining unit members to serve in the position of summer school principal or any temporary administrative position with the L'Anse Creuse Public Schools.

Article XI Section C-9 will not be applicable in the case of employment as a summer school or temporary administrator.

The bargaining unit member serving in this capacity will assume all responsibilities of the school administrator with the exception of evaluations and discipline with regard to bargaining unit members. All hiring, evaluations and disciplinary action will be the responsibility of the Assistant Superintendent for Curriculum & Instruction.

## **LETTER OF AGREEMENT #3**

### **KINDERGARTEN AIDES**

Kindergarten classrooms will be allocated aide assistance based upon the number of student sections including Traditional Kindergarten, K-1 splits and Transitional Kindergarten.

Allocation shall be .5 Aide for each classroom.

## **LETTER OF AGREEMENT #4**

### **SUPPLEMENTAL COACHES**

- 1) All requests for a program assistant coach will be initiated by the head Varsity Coach, in writing, to the Building Athletics Coordinator (BAC) at least thirty (30) days before the start of the season and subject to the following criteria at application:
  - A minimum of \$2,000 already in the building internal sport account to cover the cost for the program assistant coach (\$1,500 salary+ required benefits).
- 2) Teams cannot involve students in a fundraising activity whereby the goal is to generate funds specifically for a program assistant coach.
- 3) Pending BAC, Building Principal, and Assistant Superintendent of Human Resources approval, the total calculated amount is required to be transferred to the L'Anse Creuse Public Schools' Business Office prior to said coach starting his/her responsibilities.
- 4) All candidates must comply with L'Anse Creuse Public Schools' policies, procedures, approvals and hiring practices prior to starting their assignment. All positions are to be posted in accordance with the Master agreement and not subject to incremental increases.
- 5) Program assistant coaches are to be evaluated annually per contract.

**LETTER OF AGREEMENT #5**  
**Elementary and Middle School Choir**

This agreement shall be in effect for the 2022-2025 school years and shall be non-precedent setting.

- Each elementary and middle school building will hold two choir concerts per year. These concerts will take place outside the contractual day
- Elementary and middle school choir teachers will be compensated \$300 for each concert performed outside his/her contractual day. This payment shall be made no later than two pay periods after the concert takes place.
- Participating grade levels will be mutually agreed upon by the building principal and the choir teacher(s) in each individual building. If a grade level is instructed by two or more teachers, those teachers will be allowed to plan concerts together.
- Prior to the concerts, the teacher(s) and students participating will be allowed to travel, during the contractual day, to conduct practice at the John Armstrong Performing Arts Center (JPAC).

## **LETTER OF AGREEMENT #6 RESTRUCTURED DAY**

Pursuant to creating a restructured school day beginning first semester of the 2022-2023 school years, the parties agree to the following, including changes that impact Article VI of the Master Agreement.

1. The student day will be extended by (4) minutes each day and reduced by 60 minutes on the restructured Wednesdays. On the restructured Wednesdays, the teacher's day will be extended 15 minutes for a total of 75 minutes of professional work time. At the elementary level, by a majority vote of the building staff, the 75 minutes of professional work time can occur before the start of the teacher day.
2. Professional work time on Wednesdays may include be school improvement, department/grade level meetings, PBIS, individual planning time.
3. The restructured day schedule will be created at the district level and shall be mutually agreed upon by both parties.
4. A minimum of 9 restructured days in 2022-2023, 2023-2024 and 2024-2025 will be scheduled as individual planning days.
5. Part time teachers will attend professional work time on a percentage basis, mutually agreed upon with the building administrator.
6. The building school improvement team will create a plan for the relevant use of the restructured time and determine the agenda for the building staff.
7. Beginning with 2022-2023, the normal weekly teaching load for teachers at the high school level shall consist of twenty- five (25) periods of instruction per week and no more than 309 minutes per day of teacher student contact time on Monday, Tuesday, Thursday and Friday and 260 minutes on Wednesday if needed to comply with state mandates.
8. Student contact time at the elementary level shall not exceed 339 minutes per day for kindergarten through grade 5 including pre-school and T.K on Monday, Tuesday, Thursday and Friday and 289 minutes on Wednesday if needed to comply with state mandates. Teachers at the elementary level shall be guaranteed a minimum of 290 minutes of preparation time per week and a guaranteed minimum of one preparation period per day.
9. On Wednesdays, the preparation time for elementary and secondary teacher shall be reduced by no more than ten (10) minutes of the preparation time teachers receive on Monday, Tuesday, Thursday, and Friday.

The parties agree to review the restructured day at the end of each semester and make whatever modifications are necessary.

At the end of the 2022-2023 school year and each succeeding year of the contract, the parties will meet to review this letter to look at possible modifications if necessary. Nothing in this agreement will be deemed as setting precedent.

**LETTER OF AGREEMENT #7  
PART-TIME EMPLOYEE INSURANCE**

**Insurance Premium Share for less than full time teachers**

The Association and the District are parties to a Collective Bargaining Agreement (CBA) covering the 2022 – 2025 school years. In addition to the terms and conditions of the Collective Bargaining Agreement, the L’Anse Creuse Board of Education, hereinafter referred to as “District, and the L’Anse Creuse Education Association, hereinafter referred to as “Association”, hereby agree as follows:

**ARTICLE XII, Insurance Protection, K, 5**

**For teachers working less than a full day but not job sharing, insurance benefits will be prorated unless they choose Plan B for which there will be no cost to the teacher.**

For the 2022-2025 school years, the district premium contribution for teachers working less than full time shall be in accordance with the chart below:

<b>Part-Time Percentage</b>	<b>District Premium Contribution</b>
Less than 50%	Prorated based on part-time percentage
50% - 74.9%	75% of statutory hard cap
75% or more	100% of statutory hard cap

This Agreement is non-precedent setting and contains the entire understanding between the parties and cannot be added to, changed, deleted from, and/or, in any other way, modified without further written agreement between the parties.



**Attachment**  
**SICK BANK INFORMATION**  
**Revised 7/1/2011**

1. Eligibility: Any L'Anse Creuse teacher may draw sick days from the sick leave bank for an illness or disability. An illness or disability will be defined as a condition which renders a L'Anse Creuse teacher unable to work. Days may not be used for anyone other than the L'Anse Creuse teacher.

2. Limit of Days: A teacher may draw on the sick leave bank after using up all but 20% of their accumulated PTO days. The number of days drawn from the bank will be restricted to the number of days necessary to enter long term disability. Since MESSA allows "modified fill," those employees with over 90 accumulated PTO days may continue to use them.

3. Loss of Pay: Teachers may not draw on the sick leave bank until after their thirtieth (30) working day of an illness and after the utilization of all but 20% of their accumulated PTO days. Any teacher with less than thirty (30) accumulated PTO days will lose one day's pay for every PTO day less than thirty (30). Seniority will accrue while sick bank days are being used. Only one thirty (30) - day waiting period shall be required in any one schoolyear if the illness is a recurrence of the same illness.

4. Multiple Illness or Disability: Any teacher who has entered the sick bank and has utilized thirty (30) accumulated PTO days or loss of pay and must reenter the sick bank in the same school year will not be penalized a second time, provided the illness is a recurrence of the same illness.

5. Application Procedure:

- a. Go to the L'Anse Creuse Association Web site [www.iammea.Org/lcea](http://www.iammea.Org/lcea) for the form and directions.
- b. Contact the L'Anse Creuse MEA-NEA Local1 Sick Bank Chairperson if you have any questions.
- c. A doctor's statement is required. The doctor's statement should include:
  1. The nature of the illness or disability
  2. The initial date of illness or disability, and
  3. The projected loss of work time
- d. When prior knowledge of a disability is foreseen, a teacher should forward their application to enter the sick bank at least thirty (30) days before the date to take effect. In cases where an illness or disability does not allow the teacher thirty (30) days notice, the teacher should file the application as soon as is reasonably possible.

6. Sick Bank Maintenance: All new teachers contribute a day from their PTO allowance. Days will be accumulated from one year to the next. If at the start of the schoolyear, the number of days in the bank is below two-thirds (2/3) of the number of teachers contributing to the leave bank, then each teacher shall contribute one day from their PTO allowance at the start of the school year in September. This does not preclude the additional contribution of days in emergency situations.

7. Appeal: The teacher may appeal to the Sick Bank Chairman for reentry into the sick bank during the same schoolyear under special circumstances. Final decision rests with the Executive Board.

8. Returning to work: Occasional or sporadic illnesses occurring after returning to work from sick bank is the responsibility of the individual employee. These include, but are not limited to, flu, cold, doctor's appointment, etc.

## **Public Act 103 Appendix**

The following material has been removed from the body of the collective bargaining agreement pursuant to Public Act 103 of 2012. The portions removed and placed herein continue to apply to those bargaining members whose employment is not regulated by the Michigan Teachers' Tenure Act, MCL 38.71 *et seq.* For ease of reference, the article and section from which the material was removed is noted.

### **Article I**

**C.** ...is just cause for discharge from employment.

### **Article II**

**F.** Except when immediate action is necessary for the health, safety, and welfare of students, a teacher shall at all times be entitled to notification of any infraction of rules or delinquency in professional performance and be guaranteed a prearranged teacher - administrative meeting where reasons that amount to just and reasonable cause giving any warning, reprimand, or other disciplinary action concerning the infraction of rules or delinquency in professional performance shall be stated.

### **Article VII**

**B.** Co-teaching shall be utilized on a voluntary basis.

Volunteers for co-teaching shall announce their intention to do so by March 1 of each school year. Should there be an absence of volunteers for the following school year, procedures listed below shall be used to remedy that situation.

1. The building principal may move staff in order to satisfy the co-teaching needs in that building.
2. If there are still unfilled co-teaching positions, the Association and the Administration shall meet with the involved teachers in an attempt to resolve the problem.
3. If there are still unfilled co-teaching positions, then the assignment shall be given on a one (1) year rotating basis to the least senior teacher at that grade level in the building.

**D.** It is expressly understood that volunteers will not supplant bargaining unit members.

**M.** Participation in additional activities beyond the regular work day is voluntary and not subject to the evaluation process

**N.** . . . and not a component of the evaluation process

**U.**

1. Any alleged serious or repetitious infractions of rules or delinquency in professional performance as described in Article II, Section F., and not brought to a teacher's attention within two (2) weeks of said infraction, shall not be the subject of further evaluation or record.

\* \* \*

3. Records of a non-recurring negative nature will be removed from a teacher's personnel file three (3) years after the date of entry.
4. In the event that the teacher feels that the evaluation was incomplete or unjust, the teacher may put the objections in writing and have them attached to the evaluation report to be placed in the personnel file and/or request further clarification of the evaluation. Each teacher shall be given a copy of the evaluation at the evaluation conference. In the event that a teacher is experiencing difficulty in the performance of his/her teaching duties, the Association President will be informed of the situation, and the Association will have the opportunity to provide input into the creation of an affirmative improvement program.

**V.** A teacher who disagrees with an observation or recommendation may submit a written answer which shall be attached to the file copy of the observation in question and/or submit any complaints through the grievance procedure.

**W.** Any bargaining unit member will neither evaluate nor discipline other bargaining unit members.

### **Article VIII – Vacancies**

**A.** Temporary vacancies shall be filled on a tentative basis by the most senior certified laid-off teacher whose name is on the laid-off part-time request roster... If the most senior laid-off teacher declines the temporary position, it shall be offered to the next most senior certified laid-off teacher, etc. ...his/her recall rights

If the laid off teacher declines the temporary position it may be offered to another certified laid off teacher. During the term of employment in the temporary vacancy, he/she shall not be considered as recalled but his/her name shall remain on recall list. If a laid-off teacher whose name is on the request roster declines to accept a temporary position he/she shall remain on the recall list and not lose [seniority] nor his/her rights to collect unemployment compensation. However, his/her name will be removed from the request roster for the remainder of that school year. Laid-off teachers on the request

roster shall have twenty-four (24) hours after notification to accept an offer for a temporary position.

In the event that no laid-off teacher elects to fill the temporary position, the Board may then fill the temporary position from outside the bargaining unit for the time necessitated by the cause of such vacancy.

Whenever any teacher vacancy occurs or a newly created position is established within the bargaining unit, the Board shall post the same for seven (7) school days and give written notice to the Association. Forty (40) school days prior to the end of the school year, the Board shall post in each building the vacancies, which occurred during the school year and all anticipated vacancies or new position for the forthcoming school year.

Once assignments have been completed, any remaining vacancies shall be posted.

The District Association President will be informed, by written notice, of all vacancies in classroom instruction which occur between the close of the last school year and the beginning of the next school year.

Vacancies which occur after the last student day need not be posted. These vacancies will be listed on the district's web site for the posting period of five (5) Board work days. For the purposes of summer timelines, school days shall be considered as Board workdays. Vacancies which occur after August 15, need not be listed.

When there are no laid-off teachers, all possible voluntary transfers shall be granted at the Spring assignment meeting.... As of July 15, the Board may fill the vacancies created as a result of the assignment process without recognizing teacher transfers. As of August 15, the Board may employ an outside candidate for any vacancy.

New building staffing will take place prior to the spring assignment meeting with vacancies being open to bargaining unit members currently teaching at that level.

Vacancies shall be filled by honoring a teacher request for transfer or by recalling teachers placed on layoff status by seniority and certification. Should it not be possible to recall a laid-off teacher to a vacancy or honor a teacher request for transfer, the Board may fill the vacancy from outside the bargaining unit. Such person shall become a member of the bargaining unit, and shall enjoy all the rights and privileges of bargaining unit membership.

**B.** Vacancies for Coordinator positions, high school marching band and Learning Support Specialists will be filled through the interview process. Vacancies for secondary Counselor will be filled through the interview process, except in the case of reduction in staff where the provisions of Article IX and Slotting Procedures shall apply.

**C.** In the event that the Board must hire personnel from outside the bargaining unit to fill a vacancy in the bargaining unit position, the Board shall give serious consideration to certified teachers on layoff from other school districts where MEA-NEA Local 1 is the bargaining agent.

### **Article IX – Reduction in Staff**

**A.** No new teachers shall be hired in subject areas before teachers who are laid off from other subject areas who may be highly qualified and meet effectiveness ratings established in the administrative guidelines, are recalled or decline the opening. The following language will be recommended to the Board by both parties to be adopted as an administrative Policy:

The Board reserves the right to abolish positions in the district and to reduce the staff. The Superintendent shall develop administrative guidelines for the reduction of staff which shall be in accordance with the terms of the negotiated, collective-bargained agreement, due process, and the best interests of the District. The first teachers laid off will be those evaluated as ineffective. The next laid off will be those evaluated as minimally effective two consecutive years or more. All others will be considered as equals and length of service or tenure status shall be the tiebreaker.

In cases requiring a reduction of the teacher's work force due to a decrease in student enrollment, to allow for maximum reemployment, or because of insufficient funds, the order of reduction shall be:

1. Temporary personnel
2. Probationary teachers according to seniority and tiebreaker number and certification
3. Tenure teachers according to seniority and certification.

The Board of Education shall decide the number of teachers to be laid off. The layoff will only occur through a complete year or seniority break on the teacher seniority list.

In special layoff situations due to a discontinuation of a particular program offering, or to allow for maximum reemployment whereby certification is limited to an individual teacher only, that teacher may be laid off individually to avoid a major disruption to the overall education program.

Prior to the slotting meeting, the Board will provide the Association with a list of positions for the coming year.

Teachers who are placed on layoff status because of a necessary reduction in personnel shall be notified sixty (60) calendar days prior to the end of the school year. At other times, teachers shall receive twenty (20) school days' notice, or in lieu of said notice, they shall receive twenty (20) days' pay. See Letter of Agreement #15.

**B.** Recall to vacancies shall be based on seniority in reverse order of layoffs according to the slotting procedures contained in the document entitled Slotting

Procedures for L'Anse Creuse Public Schools. At the request of either party, said procedure will be reviewed and necessary changes may be made by the mutual agreement of both parties.

Recalled teachers shall be notified by mail, sent registered or certified, to the last known address as supplied by the teacher to the Board. Failure to respond to the offer of employment within ten (10) days after the receipt of said mailing shall result in the termination of employment. However, teachers may refuse offers of less than fulltime or less than a full year of employment and still retain their placement on the recall list. A teacher may, at his/her option, request removal from the recall list, for the school year relative to part-time positions. Any teacher on leave is subject to the reduction in staff and recall procedures in this Article. Once a teacher has removed himself/herself from the recall list, the Board is not obligated to notify said teacher of a part-time position for that school year.

Any teacher on leave is subject to the staffing procedures in this Article. Representatives from the Association will be present at the meeting where the notifications for reduction in staff and recall are developed. The Association shall receive written copies of said notifications within five (5) days of their development.

**C.** Teachers are encouraged to be cognizant of the employment and educational trends relative to their skills. It is realized that up to fifteen (15) calendar days prior to the end of the current school year, in order to allow for maximum reemployment of laid-off teachers for the upcoming school year, involuntary assignments or transfers of non-released teachers may be necessary.

The Board agrees to fill all known vacancies for the upcoming school year fifteen (15) calendar days prior to the end of the current school year. Further, the Board agrees to create no new positions within the bargaining unit, except to alleviate class size overloads, between the above mentioned date and the beginning of the second semester. After August 15, when there is no laid-off teacher who has the necessary certification for an identified vacancy, the Board may employ an outside candidate.

**D.** In the event of a decision by the Board of Education to close a school or schools, the following procedure shall be utilized:

1. By May 10, the teachers in the buildings to be closed will displace the least senior teachers in the school district according to seniority and certification by building and/or department in the master schedule for the following school year. The teachers from the closed buildings will select their new assignments with the most senior teacher making the first selection. This procedure must be implemented prior to the beginning of the slotting procedure.

2. If these teachers cannot displace any other teachers according to #1 above, then they are to be considered displaced and will be assigned according to the approved slotting procedure.

**E.** In the event of a decision by the Board of Education to consolidate two schools into one school or to consolidate programs, the following procedure shall be utilized:

1. By May 10, the teachers in the buildings to be consolidated will select their assignments from the consolidated building's master schedule with the most senior teacher making the first selection. This procedure must be implemented prior to the beginning of the slotting procedure.
2. If these teachers cannot make a selection according to #1 above, then they are to be considered displaced and will be assigned according to the approved slotting procedure.
3. By March 1 the teachers in the programs to be consolidated will select their assignments from the consolidated program schedule with the most senior teacher, including tie breaker number, making the first selection. This procedure must be implemented prior to the development of the building schedules.
4. If these teachers cannot make a selection according to #3 above then they are to be considered part of their assigned (current) building staff and will be placed on that master schedule according to their certification.

### **Article X – Assignments and Transfers**

**A.** All bargaining unit members shall be given written notice of their assignment for the forthcoming school year no later than June 1. For secondary teachers such notice shall include building, department(s), and a listing of probable courses to be taught. ...Bargaining unit members shall only be assigned in areas in which they are appropriately certified. Whenever possible, bargaining unit members will be retained in their current assignment.

For other bargaining unit members such notice shall include work locations and/or work schedule.

**B.** A response indicating whether the request for transfer has been approved or denied will be returned to the teacher as soon as possible. If a request for transfer has been denied, the response will indicate the reason(s) for denial. The following shall constitute valid reasons for denial of voluntary transfer: teacher is not certified, not highly qualified; non-tenured per subsequent paragraph; teacher is on Plan III; or has received unsatisfactory evaluations in the current year. This list is not considered to be inclusive.



Bargaining unit members are not required to complete any of the assessment components required of new applicants. At the completion of the posting period the district will provide the opportunity for the bargaining unit member to interview for the position.

Non-tenured teachers shall remain in the building for which they were hired for the first

3 years (two years if they were previously tenured in Michigan) unless they are displaced from their current position. Special Education ancillary staff and Elementary non-tenured Specials teachers shall remain in their department for the first 3 years unless they are displaced from their current position. Exceptions to the above provisions may occur by mutual agreement of the Association and the Board.

... and the provisions of the slotting procedures of L'Anse Creuse Public Schools.

**C.** An involuntary transfer shall be defined as a change in building assignment, or a change in grade or department assignment, or a change in position. Involuntary transfers must be approved by the Superintendent or his designee. An involuntary transfer will be made only so that the overall legitimate needs of the school district are not impaired or adversely affected and will be made with the teacher of the least seniority by certification. Involuntary transfers may result in the case of an individual not meeting these expectations. To prevent the interruption of district programs, involuntary transfers will be made with the teacher who has the least seniority by certification and minimal qualifications.

If the affected teacher feels that there is a legitimate objection to the transfer, a conference will be held with the Superintendent or his designee concerning such objection.

**G.** Article IX (Reduction in Staff) shall take precedence over this Article.

#### **Article XI – Leaves**

**A.** 5 A teacher on leave or returning from leave shall also be included in the reduction of staff or recall procedure.

**C.** 5. A ...if the former position is not available

#### **Article XIII – Teacher Evaluation**

**A.** Observation

3. Classroom observations shall be conducted by an appropriate administrator. Probationary teachers shall be observed at least two times per year. Tenure teachers and non-certified bargaining unit members

employed beyond four years shall be observed at least once every third year.

4. A classroom observation of the teacher shall be for not less than twenty (20) minutes.
5. The administrator shall prepare and submit a written observation report and recommendations to the teacher within ten (10) days of the observation. If an administrator believes a teacher is doing unacceptable work, the reasons therefore shall be set forth in specific terms as shall an identification of the specific ways in which the teacher is to improve. Whenever unacceptable work has been noted, the subsequent observation or evaluation report shall include teacher progress in that area of concern.

## **B. Evaluations**

1. Evaluations shall be conducted by an appropriate administrator. All tenure teachers and non-certified bargaining unit members employed beyond four years shall be evaluated at least once every third year during the school year. Non-tenure teachers shall be evaluated once during each school year. Yearly evaluations shall be completed prior to April 1 of each school year. The time from April 1 to the end of the school year should not be construed as a time immune from further evaluation. The teacher will sign within five (5) school days of his/her receipt all copies of the evaluation to attest that the evaluation has been read by the teacher and reviewed with the appropriate administrator making the evaluation. ...
2. The administration will consult with the Association in the preparation or modification of all teacher evaluative forms, policies, and procedures. The forms and process delineated in the Framework for Effective Teaching will be used and made available to staff. See attachment A and B.
4. Participation or non-participation on a building or district school improvement committee shall not be used as a criterion for evaluation or discipline.

## **Article XIV – Grievance Procedure**

**I.** If any teacher for whom a grievance is sustained shall be found to have been unjustly discharged, he/she shall be reinstated with full reimbursement of all professional compensation loss, less any remuneration earned during the period of discharge.

**LETTER OF AGREEMENT #1 (2011-2014 contract)  
ADULT EDUCATION TEACHERS**

Adult Education teachers shall not supplant bargaining unit members.

If a bargaining unit member is laid off from any teaching assignment, then he/she has the right, in order of seniority and certification, to displace an adult education teacher, unless it is ultimately determined by either the Michigan Teacher Tenure Commission or a court of competent jurisdiction that such displacement violates the rights of the existing adult education teacher.

**LETTER OF AGREEMENT #5 (2011-2014 contract)**  
**CLASSROOM OBSERVATION**

The purpose of the classroom observation is to assess the rate of implementation of the curriculum and instructional practices, and to provide a direct opportunity to observe staff and to determine the resource needs of staff.

Walk-throughs will be considered classroom observations.

The classroom observations will meet the observation requirement for tenured teachers as delineated in Article XIII A.3. with the following stipulations:

1. A minimum of one observation will occur annually.
2. The dates of the observations will be recorded.
3. Any documentation written by the administrator regarding the observation will only be sent to the teacher and the building principal.
4. Any documentation regarding the observation shall not be placed in the teacher's personnel file unless the visitation reveals an act of misconduct. Documentation regarding misconduct may be placed in a teacher's personnel file and may be used by both parties throughout the disciplinary process.
5. A teacher cannot be rated ineffective without a formal observation.

### **Formal Observation**

If the administrator determines a teacher to be minimally effective related to the L'Anse Creuse Public Schools' Standards for Effective Teaching, formal classroom observation(s) as defined in Article XIII shall be conducted prior to any further action.

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