

MASTER AGREEMENT

between the

BOARD OF EDUCATION

of

LELAND PUBLIC SCHOOL

and

**NORTHERN MICHIGAN
EDUCATION ASSOCIATION**

(Representing Leland Education Association)

MEA/NEA

2017-2019

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THIS AGREEMENT, entered into this 12th day of September, 2017, by and between the LELAND SCHOOL DISTRICT BOARD OF EDUCATION, hereinafter referred to as the "Employer," and the LELAND EDUCATION ASSOCIATION/NMEA, hereinafter referred to as the "Association."

PREAMBLE

Whereas, the parties hereto recognize that it is in their mutual interest and responsibility to meet the educational needs of the students served by the School District, and that the quality and character of such education depends upon the effective administration and delivery of such services; and

Whereas, it is further recognized that both parties have a mutual obligation pursuant to law to bargain collectively in good faith concerning wages, hours, and other terms and conditions of employment; and

Whereas, both parties to this contract have reached agreement concerning wages, hours, dispute resolution procedures and other terms and conditions of employment, as hereinafter set forth,

Therefore, in consideration of mutual agreements and covenants, it is agreed as follows:

ARTICLE 1

RECOGNITION

A. The Employer hereby recognizes the Association as the exclusive bargaining representative, as defined in Section 11 of the Public Employment Relations Act, for all full time and regular part-time certificated personnel, but excluding substitute teachers, supervisors and administrators, and all other employees. The term "teacher," when used hereinafter in this Agreement, shall refer to all employees represented by the bargaining unit as above defined.

ARTICLE 2

NEGOTIATION PROCEDURES

A. Neither party shall have control over the selection of the collective bargaining representatives of the other party and each party may select its representatives from within or outside the school district. It is recognized that no final agreement between the parties may be executed without ratification by a majority of the Board of Education and by a majority of the Association, but the parties mutually pledge that representatives selected by each shall be clothed with all necessary power and authority to make proposals, and authority to make concessions in the course of negotiations, subject only to such ultimate ratification.

B. The parties agree to cooperate in arranging meetings, selecting representatives for negotiations, furnishing necessary information to bargain in good faith, and otherwise constructively consider and resolve in good faith all such matters.

C. If the parties fail to reach an agreement in any such negotiations, either party may invoke the mediation machinery of the Michigan Employment Relations Commission or take any other lawful measures it may deem appropriate.

ARTICLE 3

MANAGEMENT RIGHTS

The Association recognizes that the Employer, on its own behalf, and on behalf of the electors of the District, hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the Constitution and by the statutes of the State of Michigan, particularly to the extent authorized, or not specifically withheld from it, by the Revised Michigan School Code of 1996, as amended, and by the Constitution of the United States, including but without limiting the generality of the right to establish policy for the executive management and administrative control of the school systems, its properties, its facilities and its personnel, including the assignment of personnel, as well as the methods and means necessary to the proper execution of the foregoing obligations, provided that such rights shall be exercised in conformity with and not in derogation of the provisions of this Agreement.

ARTICLE 4

TEACHER AND ASSOCIATION ORGANIZATIONAL RIGHTS AND RESPONSIBILITIES

A. Pursuant to the Public Employment Relations Act, the Employer hereby agrees that all Association bargaining unit members shall have the right freely to organize, join, and support the Association for the purpose of engaging in collective bargaining and other concerted activities for mutual aid and protection (or to refrain from such activities) as long as it shall not interfere with the discharge of his/her teaching duties. As a duly elected body exercising governmental power as authorized by the law of the State of Michigan, the Employer undertakes and agrees that it will not directly or indirectly discourage, deprive or coerce any teacher in the enjoyment of any rights conferred by the Public Employment Relations Act or other laws of Michigan or the Constitution of Michigan and the United States; that it will not discriminate against any teacher with respect to hours, wages, or any terms or conditions of employment by reason of his/her membership in the Association, his/her participation in any activities of the Association or collective professional negotiations with the Employer, 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 agrees that it shall not directly or indirectly discourage, deprive or coerce any employee of the Employer with respect to the enjoyment of any right conferred by the laws and the Constitution of Michigan and the United States.

C. Notwithstanding their employment, teachers shall be entitled to full rights of citizenship and no religious or political activities of any teacher or the lack thereof shall be grounds for any discrimination with regard to the professional employment of such teacher. The private and personal life of any teacher is not within the appropriate concern or attention of the Employer, except that the moral and professional conduct of the teacher shall at all times be a concern of the Employer.

D. Teacher Personnel Files

1. Pursuant to the guidelines of the "Bullard-Plawecki Employee Right to Know Act," each teacher shall have the right, upon request, to review the contents of the personnel file maintained by the Employer in his/her name. Said review shall take place in the presence of the Superintendent or his/her designated representative. The teacher may have an Association representative present at the review. Materials excluded from the definition of a "personnel record" in Section 1(2)(c) of the Bullard-Plawecki Employee Right to Know Act are specifically exempted from review.

2. The teacher shall be promptly informed of any item placed in or removed from the personnel file maintained by the Employer in his/her name.

3. Any complaint concerning a teacher shall promptly be called to the attention of the teacher. If a complaint is placed in the personnel file maintained by the Employer in the name of a teacher, the teacher will be furnished a dated copy of the complaint.

4. If any teacher believes the material in the personnel file maintained by the Employer in the name of the teacher is inappropriate or in error, he/she may request correction or expungement in writing to the Superintendent and specify therein: name and date, material in question, reason for the request. The Superintendent shall respond to the request within thirty(30) days of receipt of said request by the Employer. The teacher shall have the right to attach a statement to the file copy of the material in question.

5. Requests for information concerning a teacher made pursuant to the Freedom of Information Act shall be promptly called to the attention of the teacher. Any request for information concerning more than an individual teacher shall be promptly called to the attention of the Association President.

ARTICLE 5

SCHOOL CALENDAR

A. The school calendar for each year of this contract will be attached hereto as an addendum, Exhibit A, as soon as it's approved by both parties.

B. These calendars will provide:

1. A minimum of 181 instruction days.
2. A total of 185 contract days in both 2017-18 and 2018-19

It is agreed that three staff days shall be held prior to the first student day each year. The first two staff days shall be used for professional development. The first two hours of the third staff day prior to the beginning of school shall be reserved for meetings with the administration. The remainder of the third day shall be available for teachers to use as needed to prepare for the upcoming year. The fourth professional development day shall be held in January. Four half (1/2) days of professional development will take place throughout the school year.

C. In the event of inclement weather or other acts of God, school may be delayed until such time as buses can make normal pickup and teachers and students can be in the classrooms. Should school begin late because of such conditions, teachers shall not be required to be in their teaching stations more than

thirty (30) minutes prior to the arrival of the students. Should school be closed because of such conditions, teachers shall not be required to be in attendance.

D. Any student instruction days/hours lost due to conditions enumerated in Section 101 of the State School Aid Act which do not count as days/hours of student instruction under the State School Aid Act will be rescheduled by the Employer as required by State statute. The first six days (and equivalent hours) lost, after missing six days, will be rescheduled at the end of the school year. In the event more than six days (and equivalent hours) need to be rescheduled, the time will be negotiated. A teacher required to work on both "Acts of God" days/hours and rescheduled days/hours will be compensated at 1/185th of his/her annual salary for days/hours worked in excess of 185. Teachers required to work only on rescheduled days/hours (not "Acts of God" days/hours) will receive no additional compensation.

E. The school calendar shall be the subject of negotiations between the Employer and the Association and shall be made known to the teachers, to the extent possible, on or before the close of each school year.

F. 1. Three regularly scheduled in-service training days shall be scheduled in the calendar, Monday through Friday, held during hours school would otherwise be in session. In-service days will be specifically used for staff development and curriculum design and updating.

2. A committee of two (2) will be appointed by the Association to meet with at least one (1) representative of the administration to plan the in-service sessions. The committee of the Association must request the meeting, which should take place no later than May 1st each year. If a meeting between the Association and administration representative(s) does not take place in any given year, it is the responsibility of the administration to plan activities and content for the upcoming school year professional development days within the agreed upon calendar.

3. In order to meet any additional professional development time as may be required by state guidelines which are in excess of the three (3) in-service days as outlined in Article 5, paragraph F-1 above, each individual teacher will propose, as early in the school year as practical, how he/she expects to obtain and account for the additional in-service hours. Such additional professional development time is subject to review and approval by the Employer. Should a teacher fail to propose and seek approval for any such required additional professional development time by the end of the first semester, the Employer reserves the right to schedule any such additional required professional development time for the teacher.

4. Professional development opportunities will be provided to individual teachers whenever possible. If the Administration offers PD days, LPS will pay conference registration, travel expense and substitute teacher costs. If the Administration requires a teacher to do PD days, LPS will pay all conference and travel expense, substitute teacher costs and \$200 per day if conference occurs on non-contract day.

5. When additional work is performed during a non-contract day (i.e. weekends or summer), the scope of which being agreed upon by the administration and association member prior to the event, the teacher shall be paid \$200 per day.

G. A committee composed of two (2) 7-12 grade teachers and two (2) administrators shall be established, if necessary, to review the present 7-12 grade exam schedule and make recommendations to the Association and the Employer for change to begin either during the present school year or at the beginning of the next school year.

H. Adjustments to the beginning and/or ending time of the instructional day may be made by the Employer during the term of this contract if necessary to meet the annual minimum hours of instruction required by the State Department of Education in order to receive full state funding. If adjustments become necessary, such adjustments will be made only after consultation with the Association.

ARTICLE 6

TEACHING CONDITIONS

A. 1. The normal teaching load for grades K-12 full-time teachers shall not exceed twenty-six (26) clock hours of classroom time and not less than two hundred and fifty (250) minutes of preparation time per week, of which grades K-12 preparation (blocks) will be no less than thirty (30) consecutive minutes per day.

2. a. If the administration requests, or in the case of a bona fide emergency, assigns a teacher to forego his/her planning period to substitute for a teacher in grades 7-12 who is absent, the teacher shall be reimbursed 1/8 of his/her daily (1/185) base salary. *

b. In grades K-6, a teacher may substitute for a teacher who is absent. If the administration requests, or in the case of a bona fide emergency, assigns a teacher to substitute, the teacher shall be reimbursed 1/7 of his/her daily base salary (1/185) for each fifty (50) minutes taught.

3. Teachers employed less than full time shall have preparation time pro-rated to the number of hours of instruction. For the purpose of this (Article 6, paragraph A.3), an hour of instruction shall be considered 1/7 of the school day for grades K-6, and 1/8 of the school day for grades 7-12.*

4. Circumstances may necessitate the scheduling of a regular course during a teacher's planning period. If the Employer offers, and the Bargaining Unit member voluntarily accepts the teaching assignment, compensation for relinquished preparatory time will be calculated as follows:

a. Elementary teachers in grades K-6 shall be compensated at 1/7 of his/her daily (1/185) base salary. Compensation will be prorated to reflect the number of actual class sections taught.

b. Secondary teachers in grades 7-12 shall be compensated at 1/8 of his/her daily (1/185) base salary. Compensation will be prorated to reflect the number of actual class sessions taught.

**** In the event of a schedule change, the compensation calculated in the above Sections 2, 3, and 4, shall reflect the fractional portion of the schedule in effect for that school year.***

B. Teachers shall report to their assigned places of duty no later than 8:00 a.m. and shall be free to leave after 3:25 p.m. (except on Fridays and days before holidays when teachers may leave at student dismissal time). The scheduled starting and ending time for the regular school day will be announced prior to the start of the school year and will not be changed during the school year without good cause and discussions with staff.

C. Because pupil/teacher ratio is an important aspect of an effective educational program, the parties agree that class size should not exceed the following maxima*:

Kindergarten	20 pupils per session
Grades 1-2	25 pupils per room
Grades 3-4	28 pupils per room

Grades 5-8 30 pupils per room

Grades 9-12

Pottery	20 pupils per session
Art, English & Foreign Language	25 pupils per session
Math, Social Studies, Science, Business, I.I.P	30 pupils per session
Band, Music, and PE	40 pupils per session

Class size maxima require rooms to have the required number of appropriate seats or teaching stations.

* If budgetary constraints require a reduction of staff or any percentage of teaching assignments, these maximum numbers may be increased.

Should enrollment exceed the above maxima, a teacher aide on a part-time basis shall, if requested, be provided after thirty (30) days following the reporting of the overload, during which time the Employer may attempt to adjust the enrollment in question.

D. The Employer recognizes that appropriate texts, equipment, and materials are the tools of the teaching profession. The Employer agrees to keep the schools reasonably equipped and maintained.

E. All teachers shall have a duty-free lunch period no less than thirty (30) minutes in length.

F. The Employer shall make faculty work rooms available for teacher use. Restrooms for the staff's private use will be provided. Telephones shall be available in the work rooms for teachers' reasonable use with access to all district numbers. All personal long distance phone calls will be charged to the teacher's home phone.

G. Attendance at professional staff meetings is mandatory unless permission for absence is granted by the appropriate supervisor. Staff will not be required to stay past 4:30.

H. Should it be deemed a necessary measure by the Superintendent, faculty members assigned to teach in grades nine (9) through twelve (12) will assist in maintaining discipline in corridors of the school building and shall be so assigned on a rotating basis.

I. Each teacher, full or part time, shall be authorized an allowance up to \$200.00 to draw on for room supplies which cannot be planned for in advance. Teachers must requisition amounts for this fund through the normal administrative channels.

J. Services to be rendered by teachers outside of regular teaching hours include their attendance at a minimum of four (4) school functions per year. Elementary teachers shall attend Curriculum Night, Holiday Concert, Spring Concert, and graduation. 5/6 Teachers will attend Curriculum Night, Holiday Concert, Spring Concert and Exhibition Night. Secondary teachers shall attend Curriculum Night, Spring Showcase, Academic Awards Night, and graduation. Absence from any of these events will require prior administrative approval.

K. Teachers shall not be required to pay admission at school-sponsored events; other members of their families must pay admission when and wherever admission is charged for such events.

L. It is mutually agreed and understood that the school district will be involved in school improvement plans, school reform plans, or other similar plans, which may be known by various names.

M. Bargaining unit members shall not be excluded from voluntarily participating in school improvement plans or school improvement teams.

N. Final copies of all school improvement plans will be made available to the Association President upon request.

O. Site-based decisions and/or the school improvement process shall not be contrary to or inconsistent with the terms of this Agreement unless required by state guidelines.

ARTICLE 7

CONTROL AND DISCIPLINE

A. The Employer recognizes its responsibility to give all reasonable support and assistance to teachers with respect to the maintenance of control and discipline in the classroom and at school functions. Whenever it appears that a particular pupil requires the attention of special counselors, social workers, law enforcement personnel, physicians or other professional persons, the Employer will take reasonable steps to relieve the teacher of responsibilities with respect to that pupil's problems better handled by the above-mentioned professionals.

B. Procedures and policies regarding suspension of students from school shall be made known to students, teachers and parents each year.

C. A teacher has the right to use reasonable physical force as is necessary to maintain order and control in school or in a school related setting for the purpose of providing an environment conducive to safety and learning. Any use of physical force shall be consistent with Section 1312 of the Revised School Code. Any case of physical assault shall be reported to the Principal. In any case of physical assault upon a teacher while performing his/her duties the Employer and the Association will render all reasonable assistance to the teacher.

D. The Employer will reimburse teachers for any loss of clothing or personal property, less depreciation, or repair such damaged personal property not covered by insurance, when caused through physical assault while on duty. Reimbursement for or repair of personal property damaged by other kinds of student action while a teacher is on duty shall be made with the approval of the Superintendent.

E. The Employer shall provide, at no expense to the teacher, a comprehensive liability policy with the teachers as additionally named insured covering work-related liabilities and claims, including claims brought against a teacher for punishment of a student if such punishment was carried out in accordance with Board policy. Further, the Employer shall provide legal counsel to a teacher who is accused of criminal liability for punishment of a student if such punishment was carried out in accordance with Board policy.

F. Any complaint by a parent of a student toward a teacher shall promptly be called to the teacher's attention by the Principal (unless such complaint is confidential as per law or state and/or federal guidelines). Complaints that are not confidential as per law or state and/or federal guidelines will be presented by the Principal in writing and dated.

ARTICLE 8

PROFESSIONAL GRIEVANCE PROCEDURE

A. A claim by a teacher or group of teachers that there has been a violation, misrepresentation or misapplication of any provision of this Agreement or written policy, may be processed as a grievance as hereinafter provided.

1. Any employee or group of employees with a grievance shall, within ten (10) working days of its alleged occurrence, or the discovery thereof (if the discovery could not reasonably have been made at the time of occurrence), discuss it with the immediate supervisor. At this and subsequent steps in the grievance procedure, an Association Representative may accompany the employee upon request of the employee.

2. If the discussion in A.1 (above) does not resolve the grievance within ten (10) working days following the discussion, the employee shall submit the grievance, in writing, to the immediate supervisor who shall render his/her decision in writing within ten (10) working days of the submission.

3. The statement of a grievance shall name the employee involved, shall state the facts giving rise to the grievance, including the date of the alleged violation, shall identify by appropriate reference all provisions of the Agreement alleged to be violated, shall state the contention of the employee with respect to these provisions, and shall indicate the specific relief requested. All grievances must be signed by the employee.

4. If the grievance remains unresolved within seven (7) working days of the written decision in Paragraph A.2 (above), the employee shall submit a copy of the written grievance to the Superintendent, who within seven (7) working days of the receipt of the grievance, shall meet with the employee in an effort to resolve the matter. Within ten (10) working days of the meeting with the employee, the Superintendent shall indicate in writing his/her disposition of the grievance.

5. If the grievance is not resolved under the procedures set forth in the previous steps, either party may refer the grievance to the Michigan Employment Relations Commission for mediation, said submission to be made not later than ten (10) working days following receipt of the disposition filed by the Superintendent in A.4 (above).

6. If the grievance remains unresolved within fifteen (15) working days following the conclusion of the mediation, the Association may refer the matter for arbitration to the American Arbitration Association, in writing, and request the appointment of an arbitrator to hear the grievance, who shall be selected in accordance with the rules of the American Arbitration Association.

The decision of the arbitrator shall be final and conclusive and binding upon the Association, its members, the employee or employees involved, and the Employer.

7. The powers of the arbitrator are subject to the following limitations: He/she shall have no power to add to, subtract from, disregard, alter, or modify any of the terms of this Agreement.

8. The Employer and the Association shall not be permitted to assert in any arbitration proceeding any grounds or evidence not disclosed to the other party prior to arbitration.

9. The arbitrator's fees shall be borne equally by the parties. All other expenses shall be borne by the party incurring them, and neither party shall be responsible for the expense of witnesses called by the other party.

10. The processing of grievances, or any consideration thereof, shall not be conducted during duty hours, except by mutual consent.

11. To expedite the processing of grievances, the Employer shall permit the affected employee access to and the right to inspect and acquire copies of his/her personnel file. A representative of the Association may accompany and assist the employee in this regard.

12. General

a. "Working days", for purposes of computing the time limitations within the Professional Grievance Procedure, shall be defined as teacher obligation days during the regular school year. From the end of the final teacher obligation day in a school year until the first teacher obligation day of the next succeeding school year, "working days" shall mean Monday through Friday.

b. The time limits established by this grievance procedure shall be strictly construed; provided, however, the parties to this Agreement reserve the right to mutually extend or alter said time limits, in writing. Any grievance not advanced to the next step of the grievance procedure within the time limits specified shall be deemed abandoned.

c. In the event the Employer representative fails to respond to a grievance within the time limits specified, said grievance shall be deemed denied and subject to advancement to the next step of the grievance procedure.

d. Nothing contained herein shall be construed to prevent any teacher from presenting a grievance and having the grievance adjusted without intervention of the Association, if the adjustment is not inconsistent with the terms of this Agreement and the Employer and Association are notified, in writing, of the adjustment.

e. Notwithstanding the expiration of this Agreement, any claim or grievance arising during the term of this Agreement and timely filed may be processed as herein provided until resolution.

ARTICLE 9

EMPLOYMENT

A. Vacancies

1. Whenever a vacancy in a teaching or administrative position occurs which is intended to be filled, the Employer shall give written notification to the Association through its President, and shall post the vacancy in the faculty work room. During the period between the closing of school in June and the opening of school in September, a notice will be emailed to all teachers.

2. Any properly certified staff member may apply for a posted vacancy.

B. Individual Contract Assignments

1. Prior to August 1 of each year, the Employer shall make available a schedule of teaching assignments for the forthcoming year.

2. A written and signature contract shall be furnished each faculty member within three (3) weeks after the Master Agreement has been ratified. The contract shall contain the teacher's tenure status, dates of contract coverage, teaching salary, and the sum to be received each pay period. The contract shall further state that the individual contract is subject to the terms and provisions of the Master Agreement. In lieu of a written annual contract for teachers who have obtained tenure, the district Employer may enter into a continuing contract. The Employer will annually provide an employment status update to tenure teachers, which includes the same data as outlined above.

C. Seniority

1. Any bargaining unit member who is assigned to an administrative position and subsequently returns to the bargaining unit shall have his/her seniority reinstated at a level as if continuously employed by the controlling Board as a classroom teacher.

2. A seniority list will be developed and updated by January 1 each year with a copy of said seniority list sent to the Association.

F. Physical Examinations

1. A professional employee may be required to present, for good cause, a certificate showing that he/she is capable of performing his/her essential job functions. The cost of said mental or physical examination shall be borne by the Employer.

2. Any employee absent because of an extended or serious illness shall present to the Superintendent, prior to his/her return to service, a statement from a licensed physician indicating that his/her health is satisfactory for return to his/her assignment. The Superintendent may require a teacher to be examined at Employer expense by a physician designated by the Employer, and a report of such examination will be delivered to the teacher and to the Employer.

G. Least Restrictive Environment

1. While the parties acknowledge that the least restrictive environment is legally mandated, they also recognize the extent to which any individual student with a disability should participate in regular education programs and services must be appropriate to that student's unique needs determined by an Individual Educational Planning Committee (IEPC) on an individual basis.

2. The primary classroom teacher who will be providing instructional services to a student with a disability in a regular education classroom setting will be invited, in writing, to participate either in person or with written recommendations or suggestions in the Individual Educational Planning Committee (IEPC) which may initially place (or continue the placement of) the student in a regular education classroom.

3. The administration shall provide, prior to such placement whenever possible, in-service training to the teacher regarding the instruction and behavioral management of such special education students in the regular education classroom setting.

H. **Medically Fragile:** No employee shall be required to provide school health services.

I. **Mentor Teacher**

1. The employer will assign a mentor teacher to each teacher who is in the first three (3) years of employment as a classroom teacher. The mentor teacher shall be available to provide professional support, instruction and guidance. Mentor teachers will be one or more of the following:

- | | |
|-------------------------------------|-----------------------|
| a. master teachers | b. college professors |
| c. retired teachers, administrators | d. other(s) |

2. Responsibilities of the mentor teacher include (by way of illustration, not limitation):

- a. assisting the new teacher in meeting the requirements of his/her Individual Development Plan (IDP).
- b. modeling various teaching strategies for the new teacher.
- c. acting as a resource in all areas of effective teaching, classroom management and routine teacher responsibilities.

3. An effort will be made to match mentor teachers and new teachers who have the same area of certification and/or work assignment.

4. New teachers shall be provided with a minimum of fifteen (15) days of professional development instruction during their first three (3) years of classroom teaching.

5. Upon request, the administration may make available reasonable release time so the mentor teacher may work with the new teacher in his/her assignment during the regular work day.

6. No later than the end of the first year that a person serves as a mentor teacher, s/he may attend a workshop or conference as directed by the administration for the purpose of training those who serve as a mentor. Appropriate expenses shall be paid by the school district.

7. The mentor teacher assignment will typically be for one (1) year, subject to renewal and shall be reviewed by the administration. Either party may terminate the assignment by serving written notice to the other.

8. Teachers and the Association will be encouraged to provide input to the employer in the development of the guidelines and responsibilities for mentor teachers.

9. Mentor teachers shall be paid eight hundred dollars (\$800) each year, payable at the end of the school year. In the event that two or more mentors are assigned to one teacher, the \$800 stipend amount will be shared proportionally between mentors.

10. If this provision or application is no longer mandated, both parties will meet to evaluate the mentor teacher program and mutually decide whether to continue the program.

ARTICLE 10

TEACHER EVALUATION

A. The evaluation of the performance of each teacher in the school system is the responsibility of the administration. Board policy for evaluations shall be followed. When Federal or State law requires changes to the evaluation process that may not be included in Board policy, said law will be followed.

ARTICLE 11

ABSENCE FROM DUTY

A. Sick Leave

1. At the beginning of each school year, each teacher shall be credited with twelve (12) days sick leave, to be used when the teacher is absent from duty because of personal illness, injury or immediate family illness or death including pregnancy-related disabilities.

Each teacher shall be credited with sick days not used each year with unlimited accumulation.

2. The immediate family shall be defined as husband, wife, child, daughter-in law, son-in-law, grandchildren, sister, brother, parents, parents-in-law, step-parents, step-parents-in-law, grandparents and any person living in the immediate household.

3. Reasons other than the above, approval for such leave rests solely with the Superintendent or his/her designated representative.

B. Sick Bank

1. A Sick Leave Bank is hereby established. Each teacher shall contribute two (2) personal sick leave days per year until the Bank accumulates up to fifty (50) days. After the Bank accumulates 50 days, each teacher shall contribute one (1) personal sick leave day to the bank each year until the bank has reached 100 days.

2. In the event that the total number of days in the sick leave bank becomes less than fifty (50) at any time during the contract year, each teacher shall contribute one (1) sick leave day to the sick leave bank. This contribution will, in effect, reduce each teacher's personal sick leave from twelve to eleven days per year. A teacher with an extended illness (an extended illness shall be defined as ten (10) consecutive school days or more) may draw upon the sick leave bank, subject to the following provisions:

- a. The teacher has used all his/her personal sick leave days.
- b. The request for sick leave days from the bank must be in writing.

c. The application must receive approval by the Sick Leave Bank Committee of the Association, which shall be established by the Association. The Association agrees to save the Employer harmless in the event of any claim, grievance, or lawsuit regarding the administration or distribution of such sick leave bank days.

d. The bank has days available to draw.

e. The Sick Leave Bank Committee may request the teacher to furnish a medical doctor's verification of the illness claimed.

f. A teacher may draw a total of days, not to exceed thirty (30) per contract year, equal to his/her accumulated personal sick days when the contract year begins.

g. A teacher who has taught in the Leland Public School for three (3) or fewer years shall be eligible to draw up to thirty (30) days from the bank.

3. At the conclusion of each use of the sick leave bank, the Association shall discuss with the Employer the number of days used and inform the Association of the number of remaining days in the bank.

C. Personal Leave Days

1. Absence will be granted during the school year without loss of salary not to exceed two (2) days for any teacher with ten (10) or less years of service in the Leland Public School.

Those teachers with eleven (11) or more years in the Leland Public School shall be granted three (3) days per school year.

2. A personal leave day shall not be granted on orientation day, in-service days, the final day of school, or the day before or after a school vacation. On no one given day will there be more than three (3) members of the professional teaching staff allowed a personal leave day, without administrative authorization. Provided proper notification is given, priority will be given teachers on a first-come, first-served basis. In the event of a tie the most senior teacher shall be given preference.

3. A teacher planning to use personal leave shall notify the appropriate supervisor at least three (3) days in advance, except in case of emergency, when notification must be given as soon as the teacher becomes aware of the emergency.

4. Any days not used will accumulate as sick leave up to a maximum allowed.

D. Jury Duty

1. A teacher summoned to jury duty or subpoenaed as a witness shall be paid full salary, but shall return to the district earnings received, excluding mileage and expenses, for such duty. The Employer shall not be obligated to pay such compensation when employee subpoena results from the employee's non-school employment, or is a result of Association or bargaining unit initiated judicial or administrative tribunal proceedings. This provision does not apply to arbitration hearings.

E. Workers Compensation

An employee who is absent due to an injury which is compensable under Workers Compensation may use his/her accumulated sick leave on a proportional basis, to supplement the benefit received from Workers Compensation, such that the amount of expendable income the employee receives from Worker's Compensation and sick leave does not exceed the amount of expendable income the employee would have received from his/her regular salary amount according to his/her placement on the salary schedule at the time of the injury. The obligation of the employer is only for the proportional amount necessary to supplement the maximum benefit provided to the employee from Worker's Compensation until the employee accumulated sick leave is exhausted or the employee is able to return to work, whichever happens first. In the event the present law is changed, this section shall be opened for negotiation.

F. Bereavement Leave

- a. Absence without loss of salary shall be allowed up to five (5) days per school year, for all bargaining members, upon the death of a spouse, child, step-child, grandchild, parent, step-parent, parent-in-law, grandparent, brother, sister, brother-in-law, sister-in-law, aunt/uncle or any person residing with the member for which the member has direct care responsibility.
- b. Upon written request from a teacher, additional days may be granted by the Superintendent. Any additional days shall be subtracted from the teacher's sick leave.

G. Extended Leaves of Absence

1. Unpaid Leave of Absence

a. An unpaid leave of absence of up to one (1) calendar year may be granted by the Employer, without pay, for good cause. Applications for such leaves must be submitted in writing to the Employer sixty (60) days preceding the leave. Exceptions may be granted by the Superintendent. It shall be the responsibility of the teacher on a granted leave to notify the Employer in writing of his/her intent to return to duty sixty (60) days prior to return from leave. Failure to notify the Employer of such intent to return to duty shall be considered voluntary termination of employment with the School District.

b. The teacher will be placed in a position in which they are highly qualified for upon returning. No benefits shall be paid or accrue during such leave. However, the teacher may continue in the group health and/or insurance plan(s) by reimbursing the Employer for the premiums.

c. A year's unpaid leave of absence shall not be considered a year of service to the School District, except for a teacher who has taught for one hundred twenty (120) or more teaching days prior to being placed on an unpaid leave of absence. In that case the teacher will be placed on the next increment step upon the teacher's return.

2. Child Care Leave

An unpaid child care leave of absence of up to one (1) calendar year shall be granted to an employee for good cause and shall be requested at least sixty (60) calendar days prior to the expected date of the leave. In the case of an emergency, the sixty (60) calendar days limitation may be waived by the administration. The employee shall state the exact length of leave time requested and once the

administration has granted such leave it shall be the responsibility of the teacher on the granted leave to notify the Employer in writing of his/her intent to return to duty at least sixty (60) calendar days prior to expiration of leave period. Failure to notify the Employer of such intent to return to duty shall be considered voluntary termination of employment with the school district.

3. **Sabbatical Leave**

a. Sabbatical leave shall be interpreted as leave from active duty granted to any professional employee after seven (7) years of service in the Leland School District for the purpose of improving the delivery of services in the School District. Sabbatical leave may be granted for up to one (1) year as may be recommended by the Superintendent. The application for sabbatical leave must be filed in writing with the Superintendent. Final approval of those applicants selected by the Superintendent will be made by the Board. Each applicant will receive a written response to the application within thirty (30) days of the Board's decision.

b. Leave granted for professional study, for travel, or travel combined with study, or for any other reasons which, in the opinion of the Superintendent, will improve the instructional program in the School District, or will improve the efficiency of a teacher, shall be considered consistent with the purpose of sabbatical leave.

c. Before approval is given, a qualified acceptable replacement must be available for the period for which the leave is to be granted.

d. Remuneration to teachers granted such leave shall be at the rate of one-half (1/2) the yearly salary and payment shall be made on a regular payroll basis of twenty (20) or twenty-six (26) pays. No fringe benefits will be paid or accrue while the teacher is on sabbatical, except as hereafter provided, but the teacher may continue in the group health plan by reimbursing the Employer for the premiums. Not more than one (1) teacher may be granted sabbatical leave in any one (1) year. A teacher granted a sabbatical leave (and who wants credit for any sabbatical leave time to go toward his/her retirement) may be required to purchase any such credit from MPSERS.

e. In determining its recommendations on requests for sabbatical leave, the Superintendent will base a decision on the following criteria:

(1) Seniority of service to the school system.

(2) The extent of the applicant's professional study, growth, contribution and successful services during the preceding year.

(3) The extent to which plans submitted for use of time while on leave are definite and educationally constructive.

(4) Order in which applications are received.

f. Increment in the salary schedule and sick leave credit shall accrue and be granted when the sabbatical leave is successfully completed and the teacher returns to duty.

g. A teacher, upon completion of a sabbatical leave, shall return to the School District for a period of at least two (2) school years.

h. A teacher not returning to the School District for reasons other than health, upon completion of sabbatical leave, shall reimburse the School District for all monies received from it during this leave.

i. Upon return the Employer shall return the teacher to a position in which they are highly qualified for.

4. **Career Leave**

A leave of absence of up to one (1) school year may be granted to a teacher for the purpose of exploring other career and/or job opportunities. Upon return from such leave, the teacher shall be assigned the comparable teaching position and be placed on the salary schedule at the step applicable at the beginning of such leave.

H. **Association Leave**

At the beginning of the school year, the Association shall be credited with eight (8) non-cumulative paid days to be used to conduct Association business. The Association President may use no more than four days. Other Association officers or designees may use no more than two days each. These days may be used by the Association officers or their designees who are members of the Association to conduct Association business under the following conditions:

1. The Association President shall request such leave from the Superintendent or his/her designee not less than forty-eight (48) hours in advance, except in the case of emergency.
2. The Association shall reimburse the District for the cost of substitute if a substitute is hired.
3. The Absence Request Form will be used stating the reason for the requested leave.
4. The Employer is not responsible for bargaining unit member expense reimbursement related to Association business. By way of illustration and not limitation, related expenses include: mileage, meals, lodging, or necessary materials.

**ARTICLE 12
SALARY AND RELATED MATERIALS**

**2017-2018 Salary Schedule
Increase longevity steps by 1%**

STEP	BA	BA+18	MA	MA+15	MA+30	
1	38,034	39,555	41,077	42,598	44,119	
2	39,936	41,457	42,978	44,500	46,021	
3	41,837	43,359	44,880	46,401	47,923	
4	43,739	45,260	46,782	48,303	49,825	
5	45,641	47,162	48,684	50,205	51,726	
6	47,543	49,064	50,585	52,107	53,628	
7	49,444	50,966	52,487	54,008	55,530	
8	51,346	52,867	54,389	55,910	57,431	
9	53,248	54,769	56,290	57,812	59,333	
10	55,149	56,671	58,192	59,713	61,235	
11	57,051	58,572	60,094	61,615	63,136	
L1	63,494	65,132	66,772	68,408	70,047	12,13,14
L2	64,726	66,364	68,002	69,640	71,278	15,16,17
L3	65,546	67,183	68,822	70,480	72,097	18,19,20
L4	66,364	68,002	69,640	71,278	72,918	21+

**2018-19 Salary schedule
Increase All Steps by 1%**

STEP	BA	BA+18	MA	MA+15	MA+30	
1	38,414	39,951	41,487	43,024	44,560	
2	40,335	41,871	43,408	44,944	46,481	
3	42,255	43,792	45,329	46,865	48,402	
4	44,176	45,713	47,249	48,786	50,322	
5	46,097	47,633	49,170	50,706	52,243	
6	48,018	49,554	51,091	52,627	54,164	
7	49,938	51,475	53,011	54,548	56,084	
8	51,859	53,395	54,932	56,469	58,005	
9	53,780	55,316	56,853	58,389	59,926	
10	55,700	57,237	58,773	60,310	61,847	
11	57,621	59,158	60,694	62,231	63,767	
L1	64,129	65,784	67,439	69,093	70,747	12,13,14
L2	65,373	67,028	68,682	70,337	71,991	15,16,17
L3	66,202	67,855	69,510	71,184	72,818	18,19,20
L4	67,028	68,682	70,337	71,991	73,647	21+

B.

1. BA, BA+18, MA, MA+15, MA+30 - To qualify for a BA+18, MA+15 or MA+30, a professional employee shall have earned 18 successful graduate semester hours over a Bachelor's Degree, and 15 or 30 successful graduate semester hours over a Master's Degree. Credits taken before the agreed entrance level of education and credits that do not directly pertain to the teacher's credentials, will not count toward a shift in column. Evidence of successful hours earned beyond a degree must be filed in the Superintendent's or Principal's Office by the employee.

2. In 2017-18 step and lanes will be granted for all teachers, a second step in January 2018 for those teachers that were employed by Leland Public School in the 2012-13 school year, and a 1% increase will be added to the longevity schedule. In 2018-19 step and lane will be granted for all teachers and a 1% increase will be added to the entire teacher salary schedule. Teachers, who are eligible for step advancement, will advance one (1) step beyond the step on which they were compensated in 2016-17 and the additional step pay will begin on the first pay period (January 19, 2018) after the completion of the first academic semester. Those eligible for lane change will advance in both step and lane. There will be no retroactive pay for the beginning of the 2017-18 contract year.

C. **Extra Duty Schedule**

1. These extra-curricular activities are to be reimbursed. The base salary is the number of years of extra-curricular experience in the Leland Public School. The B.A. schedule will be used as the base schedule. Percentages shall be multiplied by the applicable level of the B.A. schedule based upon the number of years experience. Years of experience shall not exceed the 11th step for extra-curricular activities. Credit for years of experience in the Leland Public School will transfer only in the sports of basketball, softball and baseball, and volleyball (i.e. junior varsity to varsity, softball to baseball). Individuals who hold extra-curricular positions will be paid at the end of their extra-curricular season unless they inform the business manager, in writing, that they wish to be paid at regular payroll intervals while performing the duties of the assignment. In such case, pay will start no earlier than two weeks after their extra-curricular season begins. In any school year when the regular salary schedule is frozen for each employee at the exact step and column placement of the previous year (both steps and lanes having been frozen), all steps on the extra duty reimbursement schedule shall also be frozen at the previous year's step.

Basketball:

Varsity	12%
Junior Varsity	9%
7th Grade	4%
8th Grade	4%

Cross Country:

Varsity	8%
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Middle School	4%
Golf	7%
Soccer:	
Varsity	10 %
Junior Varsity	8%
Middle School	5%
Volleyball:	
Varsity	12%
Junior Varsity	9%
7th Grade	4%
8th Grade	4%
High School Advisors:	
Freshmen	1.5%
Sophomores	1.5%
Juniors	3%
Seniors	3%
Youth in Government (YIG)	2%
Honor Society	3%
Student Council	3%
Middle School Advisors	1.5%
MYP Coordinator **	\$4000 annually
PYP Coordinator**	\$4000 annually
School Event Chaperones	\$20 per event
Overnight Trip Chaperones	\$200 per night
NHS Faculty Team Member	\$100 per year
Student Assistance Team Member	\$400 per year
Yearbook	2%
Department Facilitator	\$1,500 annually
Online Course Supervisor	\$1,500 annually
Internal Subbing	Regular Hourly Base Rate
	Elementary – 1/7
	Secondary “short” – 1/8
	Secondary “long” – 1/6

** In the event of a schedule change, the compensation calculated in the above Section C shall reflect the fractional portion of the schedule in effect for that school year.*

Mileage Allowance - Teachers whose teaching or extra duty assignments require they drive their personal automobile for school business shall be reimbursed per mile at the rate permitted by the Internal Revenue Service.

2. Any extra-curricular duty which is presently not on the extra-duty salary schedule shall be negotiated with the NMEA/LEA.

3. No teacher shall be required, as either a part of or addition to their duties as a teacher, to be assigned any of the above designated extra-curricular positions.

4. When one coach assumes coaching of Varsity and Junior Varsity, or 7th and 8th grade, in the same sport at the same time, the percentage shall be established by the Employer after discussion with the coach involved.

5. Extra-curricular activity duties are non-tenured positions.

6. The Board of Education, at its discretion, reserves the right to cancel any extra-curricular activity or appointment at any time.

7. Termination of teachers from extra-duty assignments shall not be subject to the Professional Grievance Procedures.

**8. PYP and MYP Coordinators will be given a minimum of 380 minutes of IB prep, every two weeks, to perform duties associated with the coordinator position. The stipend should reflect time after the contractual day.

D. Placement and Prior Credit

1. Teachers transferring into this system may be given full credit for teaching experience up to eight (8) years on a bachelor's degree and may be given up to ten (10) years on the master's schedule, one-half year or more shall constitute one (1) year of experience.

2. No new hire shall be placed on a step higher than that occupied by any teacher presently employed with equal experience.

E. Professional Growth and Development

1. Course of Study

a. The Employer, believing that continued study by its teaching staff is an effective method of improving instruction, will aid teachers financially on credit courses taken beyond the bachelor's degree.

b. Teachers taking courses at state-supported accredited institutions in Michigan will be reimbursed at the rate of one-half (1/2) of the tuition charges of the institution offering the course, but that rate shall not exceed one-half (1/2) of the tuition rate charged by Michigan State University.

c. Teachers taking courses offered by out-of-state institutions, which are recognized by that state as accredited institutions, shall be reimbursed at the rate of one-half (1/2) of the tuition charge of the institution, but that rate shall not exceed one-half (1/2) of the tuition rate charged by Michigan State University.

d. A teacher must be on a planned, approved program for an advanced degree in order to be reimbursed by the Employer for courses taken in "b" and "c" above.

2. Teachers shall be reimbursed fifty (50) percent for all tuitions of university courses taken (when completed with a passing grade) to satisfy state certification requirements. In addition, teachers may be reimbursed up to one hundred (0% - 100%) percent for all tuitions of university courses resulting in a mutually agreed upon area of recertification and/or additional training. A mutual agreement will consist of a pre-arrangement between the Employer and the employee as per an appropriate course of study. Reimbursement will be on a semi-annual basis and it is understood that should an employee not finish the course of study, all reimbursement fees shall be returned to the Leland Public School District. Further, it is agreed that an employee completing a program of recertification will remain as a teacher for the Leland Public School District, unless laid off, for one (1) school year or forfeit all reimbursement fees, and if less than two (2) school years, forfeit fifty percent (50%) of all reimbursement fees.

F. Insurance

The Leland Board of Education grants the following benefits for full-time Bargaining Unit Members and eligible dependents (i.e. spouse and children). Bargaining Unit Members employed part-time shall have insurance benefits prorated on the same fractional base for which they are employed. The District will fund up to the hard caps, established in Section 3 of the Publicly Funded Health Insurance Contribution Act, for each category (Single, Two Person, Family), but will not exceed that amount.

1. Any amounts required to maintain coverage in excess of the Board's annual contribution shall be the responsibility of the bargaining unit member and shall be payroll deducted from the wages of that individual.
2. Bargaining unit members not selecting health insurance coverage shall be provided cash in lieu of insurance equal to the State cap of a single subscriber rate. Members taking CIL will also receive PAK B benefits. Teachers working less than full time shall receive the prorated share of cash in lieu equal to their teaching time.

The hard caps will be adjusted by the factor approved by the Michigan State Treasurer for the medical coverage plan year beginning January 2019, and every January thereafter, the district will pay the maximum hard cap allowed by law. In the spring of 2018 both the LEA and Leland Board of Education agree to have collaborative meetings to explore health insurance options.

G. Terminal Pay

To qualify for terminal pay, the teacher must have taught in the Leland Public School for a minimum of ten (10) consecutive years, be qualified for retirement under the policy of the Michigan Public School

Employee's Retirement System, and submit evidence from the MPSERS that the processing of his/her application for retirement has been completed.

A teacher qualifying for terminal pay shall receive ten percent (10%) of his/her daily base pay in effect in the year immediately prior to year of retirement for each day of sick leave not used during the term of continuous employment in the Leland Public School. For purposes of this subparagraph, "sick leave days" shall include unlimited sick day accumulation. Retiring teacher terminal pay will be paid to the teacher in a method mutually agreed upon by the employee and the employer.

H. MASTER TEACHER INCENTIVE PROGRAM

1. Any teacher who has acquired at least ten (10) years of service in the Michigan Public School Employee's Retirement System (MPSERS) and has also been employed by the Leland Public School for at least ten (10) years shall be eligible to make written application for enrollment in the MASTER TEACHER INCENTIVE PROGRAM. The application must be submitted to the Superintendent's office on any date between March 1 and March 31, inclusive, of the year preceding the beginning of the three (3) year program.

2. The Board shall enroll up to two (2) teachers per year if interested teachers are eligible; however, that number may be increased at the sole discretion of the Board. In the event more than two (2) teachers make application and each is eligible to enter the program, the Board will honor the first two (2) applications received by the Superintendent's office. The maximum number of teachers that may be in the program in the same year is six (6).

3. Each teacher who voluntarily enters into this program must submit an employment resignation effective with the last teacher workday of the school year not to exceed three (3) years henceforth. Upon acceptance of the resignation by the Board the teacher who has met the conditions stated in A and B above, the teacher will be placed in the MASTER TEACHER INCENTIVE PROGRAM. Any teacher who requests and is granted an early retirement incentive under "Early Retirement" as outlined in Section I shall not be eligible for the MASTER TEACHER INCENTIVE PROGRAM as outlined in this section.

4. Each teacher enrolled in the program will receive the following:

a. For the first school year in the Board approved MASTER TEACHER INCENTIVE PROGRAM, teachers shall receive, in addition to their salary as stated in the annual salary schedule, a stipend of five-thousand dollars (\$5,000), payable with the last pay in June of that school year.

b. For the second school year in the Board approved MASTER TEACHER INCENTIVE PROGRAM, teachers shall receive, in addition to their salary as stated in the annual salary schedule, a stipend of five-thousand dollars (\$5,000), payable with the last pay in June of that school year.

c. For the third school year in the Board approved MASTER TEACHER INCENTIVE PROGRAM, teachers shall receive, in addition to their salary as stated in the annual salary schedule, a stipend of five-thousand dollars (\$5,000), payable with the last pay in June of that school year.

5. The incentive benefits in paragraphs J.4, a, b, or c may be received in a prorated manner should any eligible teacher choose to participate in the program for less than the three (3) year maximum.

6. Each Master Teacher shall be available to work a minimum of 100 hours per year in various assignments, such as, but not limited to, chairing committees (curriculum, school improvement, NCA) curriculum development, grant writing, etc. The exact plan for each Master Teacher shall be mutually agreed upon in writing by the Master Teacher and the Administration.

ARTICLE 13

MISCELLANEOUS

A. Copies of this Agreement shall be printed at the expense of Employer and furnished to all teachers of the Leland Public School.

B. If any provision of this Agreement or application thereof shall be found contrary to law, then such provisions or application shall be deemed not valid and deleted from the Agreement, but all other provisions or applications shall continue in force and effect.

C. Teachers are expected to comply with reasonable rules, regulations, and directions from time to time adopted by the Employer or its representatives which are not inconsistent with the provisions of this Agreement; provided, that a teacher may reasonably refuse to carry out an order which threatens physical safety or well being.

D. The provision 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, marital status, or membership in (or lack of membership in), or association with, the activities of any employees' organization.

E. This Agreement shall constitute the full and complete agreement between the parties and may be altered, changed, added to, deleted from or modified only through the mutual consent of the parties in written and signed amendments to this Agreement, except as Michigan law may otherwise dictate.

F. An emergency manager appointed under the Local Financial Stability and Choice Act is authorized to reject, modify, or terminate this Agreement as provided in the Local Financial Stability and Choice Act, 2012 Public Act 436.

ARTICLE 14

DURATION OF AGREEMENT

The provisions of this Agreement shall be effective as of September 12, 2017 and shall continue in full force and effect until August 14, 2019. The contractual year will be August 15, 2017 - August 31, 2019.