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AGREEMENT

This Agreement made and entered into by and between the Board of Education of the Leslie School District, Leslie, Michigan, hereinafter called the “Board,” “District,” or the “Employer and the Ingham Clinton Education Association (ICEA), MEA/NEA, hereinafter called the “Association.”

WITNESSETH

WHEREAS, the Board has recognized, as of May 23, 1978, the ICEA-MEA/NEA 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 understandings which they desire to memorialize;

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

ARTICLE 1: BOARD RIGHTS

- A. The Board, 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 laws and the Constitutions of the State of Michigan, and of the United States, including, but without limiting the generality of the foregoing, the right:
 - 1. To the executive management and administrative control of the school system, its properties and facilities, and the occupational activities of its employees;
 - 2. To hire all employees and subject to the provisions of law, to determine their qualifications and the conditions for their continued employment, or their dismissal or demotion; and to promote, and transfer all such employees;
 - 3. To establish grades and courses of instruction, including special programs, and to provide for athletic, recreational and social events for students, all as deemed necessary or advisable by the Board;

4. To decide upon the means and methods of instruction the selection of textbooks and other teaching materials, and the use of teaching aids of every kind and nature;
 5. To determine class schedules, the hours of instruction, and the duties, responsibilities, and assignments of teachers and other employees with respect thereto, and with respect to administrative and non-teaching activities, and the terms and conditions of employment;
 6. To establish school policies, copies of which shall be made available for reference to the Association and to the bargaining unit members in each building.
- B. The exercise of the foregoing powers, rights, authority, duties and responsibilities by the Board, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgement and discretion in connection therewith shall be limited only by the specific and express terms of this Agreement and then only to the extent such specific and express terms hereof are in conformance with the Constitution and laws of the State of Michigan, and the Constitution and laws of the United States.
- C. The Board recognizes the opportunities for improvement in operation through employee suggestions and recommendations and encourages the presentation of such to the properly designated administrative personnel.

ARTICLE 2: RECOGNITION

- A. The Board hereby recognizes the Association as the exclusive bargaining representative, as defined in Section II of Act 379, Public Acts of 1965, for all certified professional personnel, including personnel on tenure and probation, classroom teachers, guidance counselors, social workers, psychologists, speech and language pathologists, and librarians; employed by the Board on a contract basis (whether or not assigned to a public school building), and certified professional personnel employed as long-term substitutes, but excluding supervisory and executive personnel and office and clerical employees.
1. The term "teacher," when used hereinafter in the Agreement, shall refer to all employees represented by the Association in the bargaining unit as above defined, and references to female teachers shall include male teachers.
 2. The term "long-term substitute" shall mean any teacher employed in one specific teaching position for sixty (60) days or more who is contracted to replace a teacher on a leave of absence for that same period of time.

3. The term “bargaining unit,” where used in this Agreement, shall refer to the local affiliate organization of the Association, its officers and members as defined in Paragraph A above.
- B. The Board agrees not to negotiate with any organization other than the Association for the duration of the Agreement. Nothing contained herein shall be construed to prevent any individual bargaining unit member 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, and provided that the Association has been given an opportunity to be present at such adjustment.
 - C. The employer shall offer long-term substitute positions to laid off bargaining unit members first.
 - D. A teacher employed by the district as a substitute teacher with an assignment to one specific position after sixty (60) days of service may be granted leave time and other privileges granted to regular bargaining unit members under this Agreement, including a salary of not less than the minimum salary on the current salary schedule. She may be subject to the provisions of Article 4.
 - E. Teachers hired by the district as full year replacements shall become members of the bargaining unit and may be subject to the provisions of Article 4.
 - F. The Board will not be required to offer future employment to term substitutes. In the event a term substitute is offered and accepts a regular teaching position at a later date, no seniority will be credited for the time served as a term substitute.

ARTICLE 3: ASSOCIATION AND BARGAINING UNIT MEMBER 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 to freely organize, join, and support the Association for the purpose of engaging in collective bargaining 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 bargaining unit member in the enjoyment of any rights conferred by Act 379 or other laws of Michigan or the Constitutions of Michigan and the United States.

- B. The Board specifically recognizes the right of its employees appropriately to invoke the assistance of the Michigan Employment Relations Commission (MERC), or a mediator from such public agency.
- C. The Association and its members shall have the right to use school building facilities at all reasonable hours for meetings, subject to the same policies affecting any other organization in the District.
- D. No bargaining unit member shall be prevented from wearing insignias, pins, or other identification of membership in the ICEA-MEA/NEA on school premises. Bargaining unit members may not attach or glue types of membership insignia to any part of the building structure.
- E. Space on bulletin boards in each building and use of school mail services, mail boxes, and the intercom shall be made available to the Association and its members subject to the approval of the building administrator.
- F. In response to reasonable requests from time to time, the Board agrees to make available to a designated officer of the Association all available information, subject to the Freedom of Information Act (MCLA 12.231 et seq., as amended), concerning the financial resources of the District, tentative salary requirements and allocations and such other financial information as will assist the Association in developing intelligent, accurate, informed, and constructive programs on behalf of the Association together with records which may be necessary for the Association to process any grievance or complaint. If such records involve a bargaining unit member's personnel file, a written statement granting permission of access shall be required from the bargaining unit member.
- G. Nothing contained herein shall be construed to deny or restrict to any bargaining unit member, rights she may have under the Michigan laws and regulations. The rights granted to bargaining unit members hereunder shall be deemed to be in addition to those provided elsewhere.
- H. The Board agrees to consult with bargaining unit members concerning adequate provisions for the following facilities in future building:
 - 1. Faculty dining area
 - 2. Faculty restroom and lavatory facilities
 - 3. Faculty lounge

4. Faculty work area
 5. Team and individual planning rooms
- I. Telephone facilities with a reasonable degree of privacy shall be available to bargaining unit members in each building.
 - J. Parking facilities shall be made available for exclusive use by faculty and administrative personnel.
 - K. Notwithstanding their employment, bargaining unit members shall be entitled to full rights of citizenship and no religious or political activities or the lack thereof shall be grounds for any discipline or discrimination with respect to the professional employment of such bargaining unit members unless such action violates their oath to uphold the Constitution of the State of Michigan or of the United States. The private and personal life of any bargaining unit member is not within appropriate concern or attention of the Board unless it affects her job and image as a professional person.
 - L. The provisions of this Agreement shall be applied without regard to race, creed, religion, color, national origin, age, sex, and marital status or to membership in or activities connected with any employee organization.
 - M. The Board of Education is committed to attempting to provide physical working conditions which do not endanger the health and safety of the staff. When mechanical conditions arise which unfavorably affect the normal school environment, temporary arrangements will be made which meet with the approval of the appropriate public regulating agencies.
 - N. Bargaining unit members will be informed of telephone numbers and procedures for reporting their absences.
 - O. Upon request, the Association shall be advised by the Board of fiscal, budgetary, and tax programs affecting the District.
 - P. Should the Employer decide to grant a charter to a public school academy, the Association shall be notified in writing prior to taking final action to grant the charter.

ARTICLE 4: PAYROLL DEDUCTIONS

- A. Upon appropriate written authorization from the bargaining unit member, the Employer shall deduct from the salary of any bargaining unit member and make appropriate remittance for annuities, credit union, savings bonds, charitable donations, MESSA and MAEFS programs as jointly approved between the Employer and the Association and any other plans or programs that may be jointly approved between the Employer and the Association.
- B. Annuity monies, whether authorized as a payroll deduction by the bargaining unit member or those that are provided by the Board as set forth in Article 21, shall be remitted to the designated company(s) at least once in each month.

ARTICLE 5: SCHOOL CALENDAR

- A. The calendar(s) is attached to and incorporated into this Agreement as Appendix C. In the event that the provisions in Article 7, Section A or Appendix C create a condition whereby the Employer is not able to meet the number of student instructional hours of days required to receive full state aid payments, the parties will re-negotiate the provision(s) in order to guarantee compliance.
- B. There will be six hours of parent teacher conferences in the fall and spring at all buildings except for the high school which will have four (4) hours of conferences during the first trimester, three hours of conferences during the second trimester, and three (3) hours of conferences during the third trimester. The remaining two (2) hours will be served at Back to School Night. In the event that the high school changes to semesters, conference times will be adjusted accordingly.

ARTICLE 6: PROFESSIONAL COMPENSATION

- A. The salaries of bargaining unit members covered by this Agreement are set forth in Appendix A which is attached to and incorporated into this Agreement. Such salary schedule shall remain in effect for the term of this Agreement.

1. The time new teachers spend with mentors and professional development as required by law will not require supplemental compensation.
 2. The time any teacher spends in conjunction with Individual Development Plans will not require supplemental compensation.
- B. With the exception of professional development day(s) not designated in the calendar, the salary schedule in Appendix A is based upon an annual assignment of bargaining unit members for the period set forth in Appendix C which is attached to and incorporated into this Agreement.
1. The professional development day(s) not designated in the calendar will be compensated at the hourly rate set forth in Appendix B, Section 6.b. Such day(s) are supplemental workdays and therefore, bargaining unit members must be in attendance to receive the foregoing compensation. Supplemental payments will not be used for professional development days that are required by the State of Michigan.
 2. Bargaining unit members will be entitled to appropriate additional compensation only for those additional responsibilities duly designated in Appendix B which is attached to and incorporated into this Agreement. The bargaining unit member shall, at her discretion, be paid the established fee in addition to her base salary on a pro-rated basis as performed or in a lump sum when the responsibility has been completed.
- C. Experience acquired outside of the Leslie Public Schools may be credited up to a maximum of seven (7) years.
- D. Salary shall be remitted to all less than full time bargaining unit members on a pro-rated basis.
- E. The Board shall comply with U.S. and Michigan laws governing retirement.
- F. Compensation for any summer professional employment beyond the last contract day in June will be at the substitute rate of pay as set forth at Appendix B, Section 6 for each hour of work.

- G. In appreciation for services to the District, a terminal leave payment will be paid upon retirement provided the bargaining unit member shall have been employed in the District for ten (10) years. The payment will be as follows:

Years of Service	Payment Per Year
10-14	\$50
15-19	\$75
20-24	\$100
25+	\$125

- H. Upon retirement, employees who have completed at least 10 years of service in the district and have accumulated 100 sick days will be paid \$25 per unused sick day over 100 days, not to exceed \$3,000. (Example: an employee with 120 sick days will get paid for 20 days at \$25 per day.)
- I. All bargaining unit members will receive salary in twenty-four (24) installments being paid on the 1st and 15th day of each month. If the 1st or the 15th lands on a Saturday, then the funds will be directly deposited on the Friday prior. If the 1st or 15th lands on a Sunday, then the funds will be directly deposited on the following Monday. If the 1st or 15th lands on a Federal Holiday, the funds will be directly deposited on the first business banking day after the holiday.
- J. A bargaining unit member who must travel during the course of his employment responsibilities shall be reimbursed at the IRS rate per mile.
- K. Should it be determined that a bargaining unit member has received compensation in excess of that earned, the Board will deduct the overpayment from the bargaining unit member's salary pursuant to MCLA 408.477. Said payroll deduction(s) shall be made for the same number of pay periods as the overpayment was permitted to accrue (maximum of one year unless the Board and the Association concur that due to the amount in question, a longer period of time is appropriate) except in the event of a layoff or she is scheduled for an unpaid leave of absence pursuant to this Agreement. In the event of a layoff or an unpaid leave of absence, the overpayment will be deducted in equal installments, as nearly as may be, from the bargaining unit member's remaining paychecks.
- L. An authorized class which is offered outside of the regularly scheduled student instructional day and which is offered without a grade or credit shall be compensated at the hourly rate set forth at Appendix B, Section 7b.

M. If by mutual consent, a bargaining unit member shall teach more than the normal teaching load as set forth at Article 8, she shall receive an additional $\frac{1}{n}$ of her annual base salary for the duration of said assignment (n equals the total number of class periods in a day).

ARTICLE 7: WORKING CONDITIONS

A. The administration will determine the starting and ending times for the bargaining unit members' workday, within the following guidelines:

1. Normally, the standard workday for each bargaining unit member shall be $7\frac{1}{3}$ hours with a duty-free uninterrupted lunch period of at least thirty (30) minutes within that time.
 - a. The normal reporting time shall be ten (10) minutes prior to the first class and the bargaining unit member shall remain at least ten (10) minutes after the last class except in the event of a prearranged conference of staff meetings.
 - b. While at school, teachers will, at minimal, report any inappropriate student behavior they witness to a school supervisor in a manner appropriate to the situation.
 - c. Special requests to leave early on a per diem basis may be honored if such requests are for the purpose of doctor, lawyer, dentist, etc. appointments approved by the building principal.
 - d. Notwithstanding the foregoing, on Fridays and days before holidays and vacation periods, bargaining unit members shall be permitted to leave the building with the close of the student instructional day.
 - e. The $7\frac{1}{3}$ hour day for teachers will be extended each year of this Agreement if needed for statutory compliance purposes. A plan will be developed in each building and submitted in writing to the Superintendent and the Association President, or designee, for approval. This will be done by July 1 preceding the start of the next school year. The approved plan will be entered as a Letter of Agreement to the Master Agreement.
2. If by mutual consent, bargaining unit members in grades 7-12 are assigned to a "zero" class period, said bargaining unit members' work days shall be shortened by an equal amount of time except as they may agree to an extra-period assignment. A "zero" class period is defined as a class for which credit is granted and which has been established outside of the regularly scheduled student instructional day.

3. The normal daily load in grades K-12 shall not exceed 6 hours and fifteen minutes of pupil-teacher contact time. Pupil-teacher contact time means classroom teaching time.
 - a. The normal daily load for classroom teachers in grades 5-12 shall include at least one (1) unassigned conference/preparation period of not less than forty-five (45) consecutive minutes within the student instructional day. In the event collaborative time is scheduled at the middle school, the aforementioned time may be reduced to at least forty (40) minutes.
 - b. Classroom teachers in grades K-4 and special area teachers shall be provided an average of 225 minutes of released preparation/conference time during the student instructional day each week. For purposes of calculating the foregoing, time bargaining unit members spend on recess supervision (which is normally rotated) shall not be included in the weekly average. Averaging of the released preparation/conference time shall not exceed a normal two (2) week period.
 - c. Bargaining unit members who teach a morning and afternoon Kindergarten class shall be guaranteed an average of 185 minutes of released preparation time during the student instructional day each week. Bargaining unit members who teach one (1) half-day Kindergarten class shall be guaranteed an average equal to one-half ($\frac{1}{2}$) of the above-mentioned released preparation time. For purposes of calculating the foregoing, recess periods shall not be included in the weekly average. Averaging of the released preparation time shall not exceed a two (2) week period.
 - d. Special area teachers will be provided an average of 25-30 minutes during each instructional day for preparation.
 - e. In preparing the master schedule for traveling teachers, the travel time allotted will not interfere with the teacher's preparation/conference period.
4. Responsibility for monitoring recess time for elementary pupils (grades K-7), shall be shared equally and on a rotating schedule among the building teachers whose pupils participate in recess.
5. Bargaining unit members will be guaranteed a place to work during planning periods.

6. On or before October 1 in each year, the building principal will notify bargaining unit members of the dates/days on which she has scheduled staff meetings throughout the school year.
 - a. Building principals shall be responsible for establishing a system whereby bargaining unit members can request items to be placed on the agenda of building level staff meetings.
 - b. Staff meetings will normally adjourn within ninety (90) minutes after the close of the student instructional day. Normally there will not be more than twelve (12) staff meetings in any school year.
 - c. In buildings where department chairs are utilized, department meetings will occur as determined by building administrators and department chairs.

7. No bargaining unit member shall be required to supervise students outside of the student instructional day for more than fifteen (15) minutes in any day nor for more than thirty (30) minutes in any two (2) week period.

- B. Chaperoning of (dances and trips) is to be distributed among the building staff with no reimbursement involved. The principal of the building shall notify the chaperones within seven (7) calendar days of these extra duties. Each year bargaining unit members shall serve at five (5) chaperoned activities excluding activities stated in Appendix B for which there is extra duty pay. Each bargaining unit member may volunteer for these assignments upon consultation with the principal.

- C. Because the pupil-teacher ratio is an important aspect of an effective educational program, the parties agree that class sizes should not exceed the following maxima:
 1. Elementary
 - a. Kindergarten, First, and Second Grades and Portables.....24
 - b. Third and Fourth Grades.....27
 - c. Fifth through Eighth Grades.....27
 - d. Fifth through Eighth Grade Physical Education.....35
 - e. Special Education.....15

- f. The District may exceed the above maxima by no more than four (4) in Kindergarten, First, and Second grades; three (3) in Third and Fourth grades; and five (5) in Fifth through Eighth grades. It is not the intention of the District to start the school year at the maximums plus allowable overages. For example, if maximum class size is 24 with allowable overages of 4, then classes can start at 27 but not 28.

After the start of the school year if all class size limits are met, the allowable overage may be increased by 1 student per teacher upon mutual agreement between the Association and the District.

Beginning on the first day of the school year, each student assigned to a classroom above the maxima in Kindergarten through Sixth grade, the District will pay the bargaining unit member \$5 per day per student. In Fifth and Sixth grades, this overage payment will be split between core subject area teachers based on the percentage of time the student is in the class. In Seventh and Eighth grades, each student assigned to a class above the maxima, the District will pay that bargaining unit member \$1 per day per student per class period.

If the class size drops to or below the maximums above, bargaining unit members will no longer receive the overage in salary.

In special area classes, excluding middle school band and choir, teachers with classes above the maximum will receive \$1 per student per class per week.

Any overage payments will be made on the first pay after the end of each trimester.

- g. Classes will be balanced within grades 1-6 within an elementary building including students who transfer into the District during the course of the school year. It is understood that this provision will not be implemented if the building principal determines in an individual case that it is not in the best interest of the student(s) involved.

2. Secondary

- a. English, Social Studies, Math, Foreign Language, Science, and Business should not exceed thirty (30) pupils per class; nor one hundred sixty (160) pupils per day, unless otherwise agreed by participating teachers.

- b. Physical education classes should not exceed thirty-five (35) pupils per class nor one hundred and seventy-five (175) pupils per day unless otherwise agreed by participating teachers except when class periods are scheduled to be less than forty-five (45) minutes in duration.
- c. Industrial Arts/Technology Education/Foods classes will not exceed the number of teaching stations as architecturally designed.
- d. Should any choir class in grades seven or eight exceed sixty-five (65) students, such class(es) shall be provided with an aide or may elect to receive \$1 per student per class per day.
- e. Technology classes will not exceed the number of teaching stations available. The number of students will be capped at the General Education limits.
- f. Art Education classes will not exceed 30 students. No overages will be allowed.
- g. The District may exceed the above maximum number of students per class established in Section 2 by no more than three (3) students. It is not the intention of the District to start the school year at the maximums plus allowable overages. For example, if maximum class size is 24 with allowable overages of 4, then classes can start at 27, but not 28.

After the start of the school year if all class size limits are met, the allowable overage may be increased by 1 student per teacher upon mutual agreement between the Association and the District.

For each student assigned to a class that exceeds this maximum, the District will pay that bargaining unit member \$1 per student per class period per day. In any class that is co-taught by two (2) bargaining unit members, each will receive \$1 per student per day above the maximum.

If the class size drops to or below the maximums above, bargaining unit members will no longer receive the overage in salary.

Any overage payments will be made on the first pay after the end of each trimester.

Non-credit intervention periods will not count against daily student maximums.

3. Special consideration will be given to students with special needs (IEPC identified) in meeting class size requirements.
- D. It is agreed that addressing the implementation of the least restrictive environment mandate is of critical importance. Section D shall apply to special education students who are entering a regular education class/classroom from a special education center program or a special education self-contained classroom program. It shall also apply to students who are identified as students with a disability who would qualify to be served by either program. Finally, it shall apply to students who are identified as students with a disability due to accident, trauma, etc., and who would qualify to be served by either program.
1. Except as provided in subsection 2, any bargaining unit member who will be providing instructional or other services to a student with a disability in a regular education classroom setting shall be invited, in writing, to participate in the Individual Educational Planning Committee (IEPC) which may initially place (or continue the placement of_ the student in a regular education classroom. If the IEPC is held during the normal teaching day, the bargaining unit member shall be released from her normal responsibilities to attend.
 2. Where the administration and appropriate resource personnel determine that it is not feasible to have each bargaining unit member who will be providing instructional services to a student with a disability in a regular education classroom setting be a participant in the Individual Educational Planning Committee (IEPC) which may initially place (or continue the placement of) the student in a regular education classroom, the involved bargaining unit members may select representative teacher(s) to attend the IEPC.
 3. Should a bargaining unit member, working directly with the student with a disability, advise the administration in writing of a reasonable basis to believe that a student's current Individual Educational Plan (IEPC) report is not meeting the student's unique needs as required by law, the administration shall call an IEPC. The bargaining unit member so advising shall be invited to, and will attend, the IEPC.
 4. In order to assure that the student with a disability can participate in regular education programs and services, the District will provide within its resources, teaching materials and equipment, support personnel, and other related services as specified in the IEPC.
 5. Where appropriate, the bargaining unit member will be provided in-service training regarding the instruction and behavioral management of the student or students with disabilities in the regular education setting.

6. When there is a request from a bargaining unit member who works directly with a student with a disability, regarding the assistance needed to implement the least restrictive environment mandate, the request shall be made in writing to the building administrator. The request shall specify the assistance needed. Within ten (10) school days, the parties affected will meet with the building administrator and other appropriate resource personnel to discuss the request.
 7. When a general education classroom teacher is assigned a student from a special education program for severely impaired students (POHI, SMI, SXI, TMI, AI), the teacher shall not be expected to perform routine, scheduled maintenance of a medical appliance or apparatus used by the student to sustain her bodily functions nor render routine, scheduled care or maintenance of exceptional bodily functions related to the student's impaired condition. The teacher shall be informed and instructed as to emergency measures which may be necessary on occasion due to the student's individualized educational plan for attending the educational needs of the student while in the teacher's class.
 8. When appropriate, the administration agrees to arrange for a substitute in the absence of the student's regularly assigned aide.
- E. The Board recognizes that appropriate texts, library reference facilities, maps and globes, laboratory equipment, current periodicals, standard tests and questionnaires, and similar materials are tools of the teaching profession. Further, that efforts shall be continued to seek and use textbook and supplementary reading materials which contain the contribution of minority groups to the history, scientific and social development of the United States. The Board agrees to seriously consider all joint decisions made by its representatives and the Association and respond thereto in writing within a reasonable period of time. The Board agrees at all times to keep the school equipped and maintained.
- F. The Board agrees to make available in each school, typing and duplication facilities to aid teachers in the preparation of instructional material.
- G. The Board agrees to provide the following for the opening of the school year:
1. A lockable file cabinet in order to allow the bargaining unit member a place to store instructional materials with security.
 2. Closet space for each bargaining unit member to store coats, boots, and other personal articles.

3. Paper, pencils, pens, dry erase markers, erasers, and other instructional materials necessary for daily teaching effectiveness as determined by the Administration.
 4. Copies, exclusively for teacher's use of all texts (workbooks, etc.) used in each of the courses to which the bargaining unit member is assigned.
- H. When specialist teachers are absent, the Employer will hire substitutes provided appropriate substitutes are available.

ARTICLE 8: VACANCIES, ASSIGNMENTS, TRANSFERS

- A. A vacancy shall be defined as a position (including those subject to Appendices A & B) which is presently unfilled or a newly created position which the Employer intends to fill.
1. Changes in tentative assignments which are made less than twenty-one (21) days prior to the first teacher work day and which require substantially different preparation shall entitle a bargaining unit member to either two (2) days of compensatory time or compensation equal to two (2) days at her regular rate of pay for time spent in said preparation, unless said change in tentative assignment was made pursuant to the bargain unit member's request for same or pursuant to another bargaining unit member severing her employment with the Leslie Public Schools.
 2. In the event changes in tentative assignments are made less than twenty-one (21) days prior to the first teacher work day pursuant to another bargaining unit member severing her employment with the District, same shall entitle the affected bargaining unit member(s) to two (2) days of compensatory time or compensation equal to two (2) days at the substitute rate of pay as set forth at Appendix B, Section 6 for preparation in the new assignment.

ARTICLE 9: SENIORITY, REDUCTION, AND RECALL

- A. The Employer shall develop a seniority list and make the appropriate revisions each year. A copy of the seniority list shall be forwarded to the Association during the months of October and May each year.
1. The bargaining unit member's seniority shall be her last date of hire and shall accrue with the first day of work.

2. Days worked in any extra-curricular activity shall neither accrue seniority nor establish a date of hire.
3. Continuous years of employment in the bargaining unit shall not be interrupted by a leave of absence granted pursuant to the provisions of this Agreement and seniority shall continue to accrue.
4. A bargaining unit member who has been laid off, whether in full or in part, shall accrue seniority as if she were employed full time.
5. Should two (2) or more bargaining unit members share the same seniority, they shall be ranked using the following criteria and in the order stated:
 - a. Most advanced degree(s) held. Degrees shall be in the field of education and/or subjects taught in Leslie Public Schools.
 - b. Hours beyond most advanced degree(s) held.
 - c. Extra-curricular assignment.
 - d. Outside teaching experience.
 - e. Last four digits of social security number (the lower number is the most senior).
6. In the event that a bargaining unit member accepts an administrative position within the District, the bargaining unit member shall retain any seniority accrued while in the unit for a period of three (3) years from the effective date of the transfer.
7. Those bargaining unit members (i.e. social workers, etc.) who are not teacher certified and as such are not subject to the tenure act, will serve a five (5) year probationary period.

ARTICLE 10: SENIORITY, REDUCTION, AND RECALL

A. Paid Leaves

1. At the beginning of each school year, bargaining unit members shall be credited with eleven (11) days of sick leave to be used for absences caused by illness or physical disability to the bargaining unit member. The unused portion of such sick leave shall accumulate from year to year without limit.
 - a. The Board shall furnish a written statement at the beginning of each school year setting forth the total amount of accrued sick leave.
 - b. Any bargaining unit member who willfully violates or misuses sick leave or who misrepresents any statement or condition under sick leave may be subject to discipline.
 - c. The purpose of sick leave is to cover the period of illness or physical disability. Bargaining unit members utilizing same will be expected to return to work as soon as physically able to do so.
 - d. In the event a bargaining unit member is injured in the course of her employment and qualifies for Worker Compensation, the bargaining unit member may elect to have the Worker Compensation supplemented by her accumulated sick leave to the necessary to maintain her regular earnings. A pro-rata deduction from sick leave will be made.
 - e. Leaves of absence with pay chargeable against the bargaining unit member's sick leave shall be granted for the following reasons but shall not exceed 20 days per year. Except in cases of emergency, whenever circumstances permit, a written request must be submitted in advance and approved by the Superintendent.
 - (1) Illness in the immediate family (spouse, children, grandchildren, parents, parents in-law, sisters, and brothers)
 - (2) Exceptions to the maximum allowable days above may be made at the discretion of the Superintendent.
 - (3) Time necessary for medical and dental appointments when such appointments cannot be made at any other time.

- f. Pay for sick days used in excess of that accumulated at the time of illness may be recovered in a succeeding year or years as they are credited. Reimbursement will be equal to the per diem rate of pay that was current when the time and pay were originally lost.
2. At the beginning of each school year, each bargaining unit member shall be credited with three (3) days to be used for the bargaining unit member's personal business except for a school day preceding or following a vacation period. Personal business days may be used at the discretion of the bargaining unit member.
 - a. A bargaining unit member planning to use a personal business day(s) shall notify her principal in writing at least three (3) days in advance, except in the case of an emergency.
 - b. No more than three (3) bargaining unit members in a building will be granted personal leave on any given day except in cases of emergency.
 - c. Personal days will be granted or denied upon application to the building principal. The principal shall not deny personal leave except as provided herein.
 - d. Any unused personal business days will be credited to the bargaining unit member's sick leave accumulation.
 - e. No more than two (2) personal days may be used in a row.
3. Recognizing that professional growth is important, professional leave days may be allowed selectively depending upon the principal's assessment of the need and value of each request. Professional leave days shall be used solely for the following:
 - a. Observation of other techniques or programs.
 - b. Attendance at conferences, workshops, or seminars conducted by colleges, universities, the Michigan Department of Education and the Michigan Education Association and the National Education Association and/or affiliate departments thereof. A bargaining unit member attending such conferences and meetings shall be granted sufficient time to attend without loss of compensation.
4. At the beginning of every school year, the Association shall be credited with eight (8) days to be used by bargaining unit members who are officers or agents of the

Association. Such use will be at the discretion of the Association. The Association agrees to notify the Board no less than forty-eight (48) hours in advance of taking such leave. The Association will reimburse the District for the cost of a substitute if one is needed.

5. A bargaining unit member shall be allowed up to a maximum of five (5) working days as funeral leave days, not to be deducted from sick leave, for a death in the immediate family. Immediate family is defined as follows: mother, father, brother, sister, wife or husband, son or daughter, mother-in-law, father-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, aunt and uncle, grandparents and grandchildren, or a member of the teacher's household.
6. Should a bargaining unit member exhaust her personal business leave in any year, she may be released once in each year to attend the funeral of a non-family member. Such leave shall not be deducted from sick leave. Funeral leave as described above shall be approved in advance by the building principal.
7. A bargaining member called for jury duty or to give testimony before any Court of Law not in their own defense shall be compensated the difference between the regular pay and the pay received for the performance of such obligation.
8. Bargaining unit members who are in a reserve unit of the armed forces of the United States shall be granted up to ten (10) days of leave each year for active duty provided sufficient information is provided reflecting that no other alternatives were available in terms of scheduling the required duty. Such bargaining unit members shall be compensated the difference between their regular rate of pay and the pay received for the performance of such duty and shall retain all other rights and benefits during the leave period.
9. Bargaining unit members accepting substitute work during their planning period shall be credited with an equivalent amount of time to be utilized at the bargaining unit member's discretion, subject to the following limitations:
 - a. A bargaining unit member who substitutes on six (6) occasions (five occasions at the high school if trimester scheduling is in place) will be entitled to one (1) day off. A maximum of one (1) compensatory day will be afforded to a teacher each year and will be used in a whole-day increment.

- b. Utilization of a day off under these provisions is subject to the bargaining unit member's accumulation of sufficient credit to provide for same and providing at least one (1) week's notice.
- c. Not more than one (1) bargaining unit member may be absent under those provisions on a given day except with administrative authorization.
- d. Any unused credit shall be paid at the end of the school year in the bargaining unit member's last check at the rate established in the extra-duty schedule.
- e. Such days may not be used to extend a vacation period except at the Superintendent's discretion.

B. Unpaid Leaves

1. A bargaining unit member shall be granted up to one (1) year of child care leave immediately following the birth of a child. The application for such leave shall be received by the Superintendent no later than sixty (60) calendar days prior to the effective date of such leave and shall include the date on which the bargaining unit member wishes to commence the leave. A bargaining unit member on leave under these provisions who wishes to return to duty, shall file a written request with the Superintendent at least thirty (30) days prior to the end of the leave. This may be extended by mutual consent provided such request is submitted within the time schedule heretofore stated.
 - a. For purposes of seniority, a bargaining unit member will be granted credit and experience on the salary schedule for any complete semester of work during the school year in which such leave is granted.
 - b. The provisions of this leave will also apply to a bargaining unit member who wishes a leave for adoption of a child or child care purposes.
2. The Board of Education may grant leaves of absence for reasons of health. Absence due to illness in excess of accumulated sick leave automatically places bargaining unit members on leave without pay for the additional days missed. In cases of prolonged illness (two weeks beyond sick leave accumulation), the bargaining unit member must submit a written request for leave to the Superintendent which states the probable date of return. Such leave shall be granted for the balance of the school year or for a

maximum of one (1) school year. Upon exhaustion of said leave as provided herein, the bargaining unit member shall either return or submit a medical statement indicating her current condition and a prognosis as to when the bargaining unit member will be able to return to her regular duties. Upon application from the bargaining unit member, the Board may extend the leave.

- a. Approval for a leave may be dependent upon a physician's statement (either a personal physician or one appointed by the Board or both) certifying the bargaining unit member's disability.
 - b. Upon acceptance of her application for return to work, the bargaining unit member shall be returned to a position for which she is certified and qualified provided said returning bargaining unit member possesses the seniority necessary to be placed in said position. Placement in such position shall occur at the beginning of the semester.
3. Military leaves without pay shall be granted to any bargaining unit member who shall be inducted or shall enlist in a branch of the armed forces of the United States. Bargaining unit members on a military leave shall be given the benefit of any increments up to four (4) years which would have been credited to them had they remained in active service to the District provided they receive an honorable discharge and give sufficient notice of departure and return dates.
 4. Leave without pay will be granted for up to two (2) years to any bargaining unit member who joins the Peace Corps as a full time participant. Any period so served shall be treated as time taught for purposes of increments on the salary schedule. However, such a leave shall begin at the completion of the school year. Bargaining unit members leaving and/or seeking reassignments in the District shall submit a written request at least six (6) months in advance.
 5. Leave without pay may be granted upon application for the following purposes:
 - a. Study related to the bargaining unit member's licensed field.
 - b. Study to meet eligibility requirements for a related professional license other than that held by the bargaining unit member.
 - c. Study, research, or special assignment involving probably advantage to the District. The regular salary increment shall be credited during such a period.

6. Bargaining unit members who are eligible for leaves under the Family Medical Leave Act will be afforded leaves in accordance with the following provisions:

- a. In addition to the provisions set forth below, Board Policy and Administrative Procedure will govern leaves authorized under the Family Medical Leave Act of 1993. In the event the policy and/or administrative procedures are being amended by the Board, the Association will be provided with written notice and the opportunity to negotiate with respect to the changes.
- b. Eligible staff means an employee who has been employed by the District for at least twelve (12) months and who has worked at least 1250 hours during the previous twelve (12) month period.
- c. The Board shall provide up to twelve (12) work weeks of unpaid leave to all eligible staff during any twelve (12) month period for one (1) or more of the following reasons:
 - (1) The birth or care of a child.
 - (2) The adoption or foster care of a child.
 - (3) The care of a spouse, son, daughter, or parent if such individual has a serious health condition.
 - (4) A serious health condition of the staff member which disables her from performing the duties of her position.
 - (5) Other reasons included in the act.

A serious health condition may be an illness, injury, impairment, or physical or mental condition that involves in-patient care in a hospital, hospice, or residential medical facility or which requires continuing treatment by a health-care provider.

- d. If a leave is necessitated by the serious health condition of the staff member or her family member, and is foreseeable based on planned medical treatment, the staff member shall, whenever possible, provide the Superintendent with thirty (30) calendar days' notice and shall schedule the treatment so as not to disrupt the regular operation of the District.

- e. When the Superintendent and the staff member agree, such leave may be taken intermittently or on a reduced-schedule leave in the event of birth or adoption. The staff member may take intermittent or reduced-schedule (half0days) leave when medically necessary to care for a spouse, child, or parent who has a serious health condition, or if the staff member has a serious health condition. In both cases, the taking of such leave will result in reducing the twelve (12) week leave period only by the amount of leave actually taken.

When the duration of the leave is foreseeable based on planned medical treatment and leave time will exceed twenty percent (20%) of the total number of work days within that period, the staff member may be required to take leave in a block (not intermittently) or to transfer to an available, alternate position which better accommodates an intermittent leave. Said position shall be equivalent in pay and shall be one for which the staff member is certified and qualified.

- f. In the case of a serious health condition of a family member, the Superintendent will obtain medical certification from the physician of the family member. Said statement shall include the date the serious health condition began, the probably duration, appropriate medical facts regarding the condition, a statement that the staff member is needed to care for a family member, and an estimate of the amount of time needed for such care.
Whenever the leave is necessitated by the staff member's own health condition, a statement from her physician will be required. The statement shall verify that the staff member is unable to perform the responsibilities of her position.
- g. Any leave or return from leave during the last five (5) weeks of an academic term shall be reviewed individually by the Superintendent to ensure minimal disruption to the instructional program.
- h. Subject to the limitations set forth in Article 10 (i.e. limit of 20 days for critical illness in the immediate family) the Board does require that all accrued paid medical, sick, or personal leave be substituted for the Family Medical Leave described in the policy.
- i. During a family medical leave, the Board shall maintain the staff member's current coverage under the District's health insurance program.
- j. At the end of any leave, the Board shall restore the staff member to her former position or to one that is equivalent in responsibility and compensation.

C. General Leave Provisions

1. Upon return from a medical or disability leave, a bargaining unit member shall submit a doctor's statement certifying her ability to perform her assigned duties.
2. A bargaining unit member returning to duty after an absence due to a contagious disease or a nervous or mental disorder shall present a statement from a physician affirming her ability to resume a position on a regular basis.
3. The Board may extend any leave of absence upon written application from the bargaining unit member.
4. Except as provided elsewhere, the bargaining unit member shall provide the Board with written notice of her intent to return from an unpaid leave of absence thirty (30) calendar days prior to the expiration of the leave.
5. Upon return from an unpaid leave of absence, a bargaining unit member shall resume all rights and benefits under this Agreement.
6. It is expressly understood that recreational pursuits and defense in court regarding a morals charge (unless found innocent) shall not be considered leave.
7. The general leave provisions set forth herein shall not apply to leaves granted under the Family Medical Leave Act.

ARTICLE 11: MENTOR TEACHERS

- A. Pursuant to Section 1526 of the Michigan School Code of 1976, as amended, teachers who are in their first three (3) years of classroom teaching shall be assigned one (1) or more mentors.
- B. The rights of selection of mentors and the assignment of responsibilities are reserved to the District, however the assignment to a mentor position shall be voluntary.
- C. Mentors shall receive an annual honorarium of \$200.00 per person which will be prorated in the event the assignment does not cover the entire school year. The honorarium will be evenly split where co-mentors are assigned.

ARTICLE 12: JOB SHARING

- A. It is agreed between the parties that this Agreement shall be modified to allow for the employment of bargaining unit members in job sharing positions.
- B. It is understood that bargaining unit members electing job-sharing positions are not eligible for unemployment compensation.
- C. The parties agree that job sharing arrangements shall be restricted to two (2) bargaining unit members sharing one (1) full-time position.
- D. Job sharing situations shall be presented to the Superintendent by the Association prior to May 1 annually. The Superintendent shall approve or deny proposed job sharing situations no later than June 1 annually.
- E. Proposed job sharing situations shall include the following:
 - 1. Schedule the work time and designate the responsibility of each for the workload, i.e. 2 ½ days on, 2 ½ days off; mornings and afternoons; first semester, second semester; class hours; etc.
 - 2. Provide a brief written description of how the assignment responsibilities are to be shared.
 - 3. Provide a brief written description of the process to be used in communicating with the immediate supervisor.
- F. Bargaining unit members in a shared job assignment shall substitute in the other's absence whenever possible, and shall be compensated in accordance with Section 6 of Appendix B.
- G. Bargaining unit members in a shared assignment shall accrue seniority and salary schedule credit as if employed full time.
- H. Bargaining unit members in a shared assignment shall receive the pro-rata share of salary which reflects the fraction of time the position is shared and as provided in Appendix A of this Agreement.
- I. Sick leave, personal leave, and fringe benefits shall accrue and be credited on a pro-rata basis.

ARTICLE 13: PROTECTION OF BARGAINING UNIT MEMBERS

- A. The Board recognizes its responsibility to give all reasonable support and assistance to bargaining unit members with respect to the maintenance of control and discipline in the classroom. It is likewise recognized that there may be cases where the service and/or authority of personnel not normally on the school payroll will need to be employed to serve the best interests of students.
- B. Any case of assault upon a bargaining unit member shall be promptly reported by the bargaining unit member to the building principal. The Board shall render all reasonable assistance to the bargaining unit member in connection with the handling of the incident by law enforcement and judicial authorities.
- C. In the event the bargaining unit member incurs medical expenses or loss of work time as a result of an assault while performing her duties with the District, Worker Compensation Insurance provides protection for these expenses and income considerations. Accumulated sick leave may be utilized at the bargaining unit member's option. Reduction of sick leave shall be pro-rated at the same rate as the District's proportion of salary payment.
- D. Bargaining unit members are expected to exercise reasonable care with respect to the safety of pupils and property, but shall not be individually liable except in the case of gross negligence or gross neglect of duty, for any damage or loss to person or property.
- E. The Board shall reimburse the bargaining unit member for loss or damage to personal property used for instructional purposes, provided the bargaining unit member receives approval from the building principal prior to bringing such items to school.
- F. The Michigan Child Protection Law requires the parties to report child abuse or neglect to the Department of Protective Services where there is reasonable cause to suspect that a student has been abused or neglected as defined by said law. Said law provides that the name of any person who reports child abuse/neglect is confidential and further, that disclosure of same may result in criminal as well as civil liability/penalty.
- G. Copies of documents of an evaluative and/or disciplinary nature which are to be inserted into the personnel file shall be forwarded to the bargaining unit member simultaneous to the inclusion of same in the personnel file. The bargaining unit member may, at her option, submit a written statement and have same attached to the file copy of such materials. This must be submitted within 10 days of the memo.

- H. When a bargaining unit member is requested to sign materials to be placed in the personnel file, such signature shall be understood to indicate her awareness of the material, but shall not be interpreted to mean agreement with the content of the material.
- I. A bargaining unit member shall have the right to review her personnel file and to have an Association Representative accompany her in such review. Confidential credential materials shall be excluded from such review.
- J. In the event a request is made for information in a bargaining unit member's personnel file and said request is in accordance with the Freedom of Information Act, the Association and the bargaining unit member who is named in the FOIA request will receive a copy of any and all information that is released to any such petitioner.

ARTICLE 14: PROFESSIONAL DEVELOPMENT

District-wide professional development days/sessions are considered work days.

- A. District-wide professional development days will be designated in Appendix C (calendar).
- B. The parties support the principle of continuous professional development. Participation by bargaining unit members in professional organizations in their areas of specialization is encouraged. Leaves for work on advanced degrees or special studies may be granted when it is mutually agreed that the benefits of such studies will be directly applicable to instructional responsibilities, whether existing or planned for implementation. A posting of such planned programs will precede any granting or approval of compensation by the Board.

ARTICLE 15: SCHOOL IMPROVEMENT

- A. The Board, Administration, teachers, and Association recognize the necessity of maintaining ongoing district-wide school improvement plans and the importance of continued recognition of quality educational services as a fundamental priority and shared goal of the parties.
- B. The Board recognizes that the terms and conditions of the collective bargaining agreement will govern to the extent required by law with respect to wages, hours, and other conditions

of employment and that those terms shall not be altered or modified through the school improvement process, absent written mutual agreement and ratification by the parties.

- C. To the extent any proposed element of the District's school improvement plan conflicts with the terms of this Agreement, the identified provisions may be subject to negotiation at the request of the Board. Any amendments to this Agreement shall be reduced to writing in a Letter of Agreement and subject to ratification by the parties.
- D. All bargaining unit members agree to participate on a voluntary basis in the evaluation and improvement of curriculum. To encourage involvement of all bargaining unit members in curriculum development, no bargaining unit member shall be required to participate more frequently than once in each three (3) year period.
- E. The Board and the Association pledge themselves to seek to extend the advantages of public education to every student without regard to race, disability, creed, religion, sex, color or national origin, and to seek to achieve full equality of educational opportunity for all pupils.

ARTICLE 16: NEGOTIATION PROCEDURES

- A. This Agreement replaces all previous agreements between the parties. Prior to and during the negotiation of this Agreement, each party made certain proposals to the other. Each party hereto agrees that it has withdrawn all proposals made to the other that are not incorporated in or covered by this Agreement, in whole or in part. The withdrawal of those proposals, in whole or in part, is as much a consideration for the Agreement as is the incorporation therein of matters agreed on. Each party hereto hereby waives any right to require the other to bargain on the subject matter of those proposals, or on any similar proposals or on any other matter that might have been included in or covered by this Agreement, but was not. It is the intention of the parties that this Agreement during its term shall cover all arrangements between the parties concerning wages, hours, and conditions of employment that are to be in effect during the term and that nothing shall be added to the Agreement or subtracted from it by amendment, supplemental agreement or otherwise, other than by subsequent written agreement between and executed by the Employer and the Association.
- B. No later than March 1 of the year in which the contract expires, the parties will begin negotiations for a successor Agreement. Through August 31 of that year, the parties agree to use interest-based strategies without external representatives to negotiate a successor agreement, with small numbers of district employees on their respective bargaining teams.

- C. Thereafter, in any negotiations described in this Article, neither party shall have any control over the selection of the bargaining representatives of the other party, and each party may select its representatives from within or outside the 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 membership 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, consider proposals, and make concessions in the course of bargaining, subject only to such ultimate ratification.
- D. There shall be no less than four (4) signed copies of this Agreement. Two (2) such copies shall be retained by the Employer, and two (2) such copies shall be retained by the Association.
- E. Except for those rights which are reserved to the Board, when the Board is considering the adoption or a change in policy or administrative rules which affect a mandatory topic of bargaining under PERA, the Association President will be notified in writing. In the event the Association wants to negotiate relative to the impact of such changes, the Association President will notify the Superintendent in writing within seven (7) calendar days of receipt of such notice.
- F. One hundred fifty (150) copies of this Agreement will be prepared with twenty-five (25) copies to the Board. The cost will be shared equally by the parties.
- G. If any provision of this Agreement or any application of this Agreement to any bargaining unit member or group of bargaining unit members shall be found contrary to law or to administrative regulations required by the Department of Education of the State of Michigan, then such provisions or applications shall be deemed null and void except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.
- H. This Agreement shall supersede any contrary or inconsistent terms contained in any individual contracts heretofore in effect. All individual contracts shall be made expressly subject to the terms of the negotiated Agreement that has been entered into covering the same school year as the said individual contracts cover.
- I. Normally, individual employment contracts shall be issued within thirty (30) days of the conclusion of negotiations between the parties, or by September 30, whichever is later. Normally, extra-duty contracts shall be issued on or before the first day that the bargaining unit member is scheduled to commence work in such assignment.

ARTICLE 17: GRIEVANCE PROCEDURE

- A. A grievance shall be defined as an alleged violation of the expressed terms of this Agreement.
- B. The following matters shall not be the basis of any grievance filed under the procedure outlined in this Article.
 - 1. The termination of service or the failure to re-employ any probationary bargaining unit member.
 - 2. The termination of services or failure to re-employ any bargaining unit member to a position on the extra-curricular schedule.
 - 3. It is expressly understood that the arbitration provisions shall not apply to those areas for which state or federal law prescribes a procedure or authorizes a remedy (i.e. Tenure, EEOC, MERC).

It is expressly understood that should the Legislature modify the Tenure Act in such a fashion as to diminish the due process rights afforded to tenured teachers which were formerly precluded under the arbitration provision, the due process provisions shall be subject to negotiations between the parties.

- 4. Any grievance previously barred from the scope of the grievance procedure.
- C. In the event that a bargaining unit member or the Association believes there is a basis for a grievance, she shall first discuss the alleged grievance with her building principal within five (5) days after the grievance occurs, or within five (5) days of when the grievant could have been reasonable expected to have knowledge of its occurrence, either personally or accompanied by an Association Representative(s). Any grievance carried by the Association may be suspended at the request of the individual grievant.
- D. Within five (5) days of receipt of the written grievance, the principal shall meet with the grievant/Association in an effort to resolve the grievance. The principal shall indicate her disposition of the grievance in writing within five (5) days of such meeting and shall furnish a copy thereof to the Association and the grievant.
- E. If the grievant/Association is not satisfied with the disposition of the grievance or, if no disposition has been made within five (5) days of such meeting, the grievance shall be

transmitted to the Superintendent. Transmission to the Superintendent shall be within five (5) days of the principal's response or her failure to respond within the time specified. Within seven (7) days, the Superintendent, or her designee, shall meet with the grievant/association on the grievance and shall indicate her disposition of the grievance in writing within five (5) days of such meeting and shall furnish a copy thereof to the Association and the grievant.

- F. If the grievant/Association is not satisfied with the disposition of the grievance by the Superintendent or his designee, or if no disposition has been made within five (5) days of such meeting, the grievance may be transmitted to arbitration. Transmission to arbitration shall be within five (5) days of the response of the Superintendent or her failure to respond within the time specified. The rules for filing for arbitration shall be governed by the American Arbitration Association which shall likewise govern the arbitration proceeding.
- G. The decision of the arbitrator shall be final and conclusive and binding upon bargaining unit members, the Board, and the Association. Any lawful decision of the arbitrator shall be forthwith placed into effect. The powers of the arbitrator are subject to the following limitations:
 - 1. She shall have no power to add to, subtract from, disregard, alter, or modify any of the terms of this Agreement.
 - 2. She shall have no power to establish salary scales or to change any salary.
 - 3. She shall have no power to change any practice, policy, or rule of the Board nor substitute her judgement for that of the Board as to the reasonableness of any such practice, policy, rule, or any action taken by the Board.
 - 4. She shall have no power to interpret state or federal law.
 - 5. She shall not hear any grievance previously barred from the scope of the grievance procedure.
- H. The fees and expenses of the arbitrator shall be shared equally by the parties.
- I. The time limits provided in this Article shall be strictly observed, but may be extended by written agreements 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.

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

K. Miscellaneous

1. A grievance may be dropped at any level without prejudice.
2. The grievance discussed and the decision rendered at all levels shall be in writing.
3. No reprisals shall be taken by or against the Board, a bargaining unit member, or the Association merely for submitting a grievance.
4. All documents, communications, and records dealing with a grievance shall be filed separately from the personnel files of the participants.
5. All preparation, filing, presentation or consideration of grievances shall be held at times other than when a bargaining unit member or participating Association Representative is to be at her assigned duty station.
6. The term "day," as used herein, shall mean working days. During the summer months, days shall refer to Monday through Friday, excluding holidays.

ARTICLE 18: CONTINUITY OF OPERATION
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A. Nothing in this Article shall require the Board to keep school open in the event of severe inclement weather or when otherwise prevented by an Act of God. When schools are closed to all students due to the above conditions, bargaining unit members shall not be required to report to work.

1. When school is closed for the above reasons, bargaining unit members will be notified by telephone and the closing information will be provided to area television and radio stations.
2. Emergency school closings will be considered as days not worked and therefore, not paid. Said days will be rescheduled to provide the number of student instructional days required to receive full state aid payments. Bargaining unit members will be expected to report for work on said rescheduled days at their regular rate of pay.

3. Should it become necessary to reschedule a student instructional day(s), said day(s) shall be added to the end of the negotiated school calendar.
 4. A bargaining unit member who has, in accordance with standard procedures, indicated her intent to use a paid leave day(s) when school is closed for the reasons stated above, shall suffer neither loss of leave time nor loss of salary.
 5. Should the State Aid Act be amended during the term of this Agreement to permit "Act of God Days" without the requirements to reschedule same, the parties agree that when school is closed for the above reasons, bargaining unit members shall not be required to report for work and shall suffer neither loss of leave time nor loss of salary. Any other amendments to the State Aid Act during the term of this Agreement shall be subject to negotiation between the parties.
- B. The Board and the Association subscribe to the principle that differences shall be resolved by appropriate and peaceful means, in keeping with the high standards of the profession, without interruption of the school program. Accordingly, the Association agrees that during the term of this Agreement, it will not direct, instigate, participate in, encourage, or support any strike against the Board by any teacher or group of teachers.

ARTICLE 19: INSURANCE BENEFITS

- A. Bargaining unit members will be eligible to elect Plan A or Plan B.

1. Plan A

Insurance is BCBSM HAS \$2,000/\$4,000

The district shall pay 80% of the premium cost, and bargaining members will pay 20% of the premium cost. The employee payment will be done through payroll deduction split evenly between each pay.

The district will deposit $\frac{3}{4}$ of the HSA amount into each employee's HAS the first business day in January. The remaining $\frac{1}{4}$ will be added to the HAS the first business day in September. An employee may request the remaining $\frac{1}{4}$ before September with proof the January deposit has been used.

Delta Dental Plan E-007 with internal and external COB;
\$30,000 Term Life Insurance with AD & D;
Vision Care, VSP-2; and
Long Term Disability
90 calendar day modified fill wait period
66 2/3% of salary to a monthly maximum of \$3,500
Social Security Freeze
Alcoholism/Substance Addiction/Mental & Nervous with two (2) year limit

The District will self-fund hearing aids with a maximum lifetime benefit of \$2,000

2. Plan B

Bargaining unit members who elect Plan B will receive \$245 per month as cash in lieu of insurance which the bargaining unit member may retain in cash or apply toward an annuity.

Delta Dental Plan Auto =/004 with internal and external COB;
\$35,000 Term Life Insurance with AD & D;
Vision Care, VSP-3; and
Long Term Disability Plan (same as Plan A)

The District will self-fund hearing aids with a maximum lifetime benefit of \$2,000.

3. The Employer shall provide premium payments within the limitations set forth in Section J for a full twelve (12) month period for up to full family coverage. Sponsored dependents or others not falling within the insurance underwriters and/or insurance administrator's definition for single, two (2) party, or full family coverage will not be eligible however, same will be made available through payroll deduction for the bargaining unit member to purchase at her expense.

- B. Bargaining unit members working half time or more but less than full-time, will receive a prorated premium contribution toward Plan A or B above.

The Employer shall provide to the bargaining unit member, who works less than half-time but more than one quarter time, said bargaining unit member's designation of one of the following PHP health options for a full twelve (12) month period.

1. Plan A

Single subscriber premium rate toward the PHP Health Plan

2. Plan B

- a. \$15,000 Life Insurance with AD & D;

Delta Dental Plan E-007 with internal and external COB; and
Vision Care, VSP-2

- b. The Balance of the single subscriber premium may be applied toward any of the PHP non-taxable health options and/or an annuity.
 - c. Should a bargaining unit member receive dental and/or vision insurance through a spouse, she may waive her right to receive same in which case the appropriate portion of the single subscriber premium will be applied to the cost of the life insurance policy and the balance may be applied toward any of the PHP non-taxable health options and/or an annuity.
- C. A bargaining unit member who is eligible for the insurance benefits including annuities set forth herein shall be responsible for the completion of all necessary documents and for fulfilling any other requirements set forth by the insurance underwriters/administrators.
- D. A bargaining unit member shall report changes in family status to the Personnel Office within thirty (30) days of her first eligibility date. The bargaining unit member shall be responsible for any overpayment of insurance premiums made by the Board for failure to comply with this provision.
- E. A bargaining unit member eligible for Medicare may enroll for Medicare benefits (Parts A & B) within thirty (30) days of her first eligibility date. The bargaining unit member shall be responsible for any overpayment of insurance premiums made by the Board for failure to comply with this provision.
- 1. Bargaining unit members eligible for Medicare benefits on or after January 1, 1983, must notify the Board of Education, in writing of their primary program election. Bargaining unit members can either elect Medicare or the Board-provided plan as their primary program as required by TEFRA.
 - 2. To the extent permitted by law, premiums for Medicare supplement and Medicare Part B premiums shall be paid on behalf of the bargaining unit member's spouse and/or his qualified dependent(s) who is eligible for Medicare.
 - 3. The Board of Education will not be liable for any penalties assessed against the bargaining unit member by the insurance carrier as a result of her election.

- F. Health care protection shall be provided for a full twelve (12) month period for each bargaining unit member who completes a full academic year of employment and shall otherwise be pro-rated.
- G. The health care protection is to be provided to the bargaining unit member's immediate family and other single eligible dependents as defined by the carrier.
- H. The Board agrees to provide the above-mentioned benefit programs within the underwriting rules and regulations as set forth by the carrier(s) in the Master Contract held by the policyholder.
- I. An open enrollment period shall be provided annually during the month of September.
- J. The Employer's contribution toward Plan A health care coverage shall not exceed the 80% of the single, two-party, and full family insurance plan. Any amounts in excess of the District's contributions will be payroll deducted as a condition of the master agreement pursuant to the authority set forth in MCLA 408.477.
- K. To the extent permitted under Internal Revenue Service Rules and Regulations, the Section 125 plan referenced under Section L below will contain a salary reduction agreement to facilitate the payment of out-of-pocket deductions for premiums above the Board's monthly contribution with pre-tax dollars.
- L. The Employer will maintain a qualified plan document which complies with Section 125 of the Internal Revenue Code. The cost associated with fulfilling future reporting requirements will be assumed by the Employer.

ARTICLE 20: DURATION OF AGREEMENT

- A. This Agreement shall be effective upon ratification by the parties and shall remain in effect until June 30, 2023.
- B. This Agreement shall not be extended orally, and it is expressly understood that it shall expire on the date indicated unless the parties mutually agree to the terms of an extension in writing.

Although the parties may mutually agree to extend the agreement if no successor contract is ratified by June 30, neither party is under any legal or contractual obligation to do so.

BOARD OF EDUCATION

INGHAM CLINTON EDUCATION
ASSOCIATION

President

President

Secretary

Chief Negotiator

Superintendent

Chairperson--ICEA

Date

Date

APPENDIX A: SALARY SCHEDULE

A. Salary Schedule

2019-2020

STEP	BA	BA+20 Sem (30 Term)	MA	MA+20 Sem (30 Term)
1	36,211	37,298	38,382	39,227
2	37,538	38,974	40,400	41,706
3	38,880	40,649	42,422	44,182
4	41,003	42,861	44,889	46,748
5	43,297	45,158	47,630	49,394
6	45,598	47,539	50,104	52,137
7	47,982	50,019	52,844	54,959
8	50,457	52,582	55,670	57,876
9	53,023	55,231	58,588	60,886
10	55,671	57,612	61,462	63,489
11	58,413	60,797	64,334	66,094

2020-2021

STEP	BA	BA+20 Sem (30 Term)	MA	MA+20 Sem (30 Term)
1	36,939	38,048	39,154	40,015
2	38,292	39,758	41,212	42,544
3	39,662	41,466	43,274	45,070
4	41,827	43,723	45,791	47,687
5	44,167	46,066	48,587	50,387
6	46,515	48,494	51,111	53,185
7	48,947	51,024	53,906	56,064
8	51,472	53,639	56,789	59,040
9	54,089	56,341	59,766	62,110
10	56,790	58,770	62,698	64,765
11	59,587	62,019	65,627	67,423

For the duration of this agreement, employees will receive step and lane changes.

2021-2022

Bargaining unit members will receive a 1% raise if the audited fund balance is 7% or higher. If the fund balance is less than 7%, bargaining unit members will receive a 0.5% raise.

2022-2023

Bargaining unit members will receive a 1% raise.

1. The Board will pay the Employer portion of retirement for bargaining unit members to the Michigan Public School Employee Retirement System (MPSERS).
2. In addition to the salary schedule, experience in the Leslie Public Schools will be recognized by a supplement to salary

Levels	Amount Paid
12-14 years	\$597
15-17 years	\$1,195
18-20 years	\$1791
21-23 years	\$2,307
24+ years	\$2,893

The bargaining unit member’s employment anniversary date shall serve as the basis for calculating the respective supplement to salary. Accordingly, when the anniversary date falls after the first but before the last day work day in any school year, said supplement shall be a pro-rata portion of the full amount.

3. Horizontal Salary Schedule Advancement
 - a. Credit must be earned in an education program from a college or university with an accredited educational program
 - b. Placement on the BA+ column requires the credits to be earned after the attainment of a Bachelor’s degree and an initial teaching certificate. The credits may be either graduate or Bachelor’s level classes.

Any teachers in the bargaining unit as of June 1, 2000 may count credits earned after attainment of their Bachelor’s Degree but prior to earning their teaching certificate towards the BA+20 salary schedule.

- c. Placement on the MA+ column requires the credits be graduate level and earned after the attainment of the Master’s degree.
 - d. Horizontal advancement on the salary schedule, as a result of additional hours or degrees shall be allowed provided documentation demonstrating proof of hours and/or degrees has been submitted. Furthermore, if received by the Business Office by the 30th of September, the entire horizontal advancement will be paid to the bargaining unit member. If received after the 30th of September and before the 30th of January, half of the horizontal advance will be paid.

APPENDIX B: EXTRA DUTY COMPENSATION
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A. Extra Duty Compensation

1. Athletic Compensation

Football

Head Varsity.....	11%
Assistant Varsity.....	9%
Junior Varsity Head.....	9%
Junior Varsity Assistant.....	7%
Ninth Grade Head.....	7%
Ninth Grade Assistant.....	6%
Eighth Grade Head.....	5%
Eighth Grade Assistant.....	3%
Seventh Grade Assistant.....	5%
Seventh Grade Head.....	3%

Cross Country

Head Coach.....	7%
Assistant.....	4%
Middle School.....	5%

Boy's Soccer

Head Varsity.....	9%
Head Junior Varsity.....	7%
Assistant (when needed and no sub Varsity).....	\$750

Girl's Soccer

Head Varsity.....	9%
Head Junior Varsity.....	7%
Assistant (when needed and no sub Varsity).....	\$750

Boy's Basketball

Head Varsity.....	11%
Head Junior Varsity.....	9%
Assistant (when needed and no freshman).....	\$750
Ninth Grade.....	7%
Eighth Grade.....	5%
Eighth Grade Assistant.....	3%
Seventh Grade.....	5%
Seventh Grade Assistant.....	3%

Girl's Basketball	
Head Varsity.....	11%
Head Junior Varsity.....	9%
Eighth Grade.....	5%
Eighth Grade Assistant.....	3%
Seventh Grade.....	5%
Seventh Grade Assistant.....	3%
Wrestling	
Head Varsity.....	11%
Assistant Varsity.....	9%
Head Junior Varsity.....	9%
Eighth Grade.....	5%
Baseball	
Head Varsity.....	9%
Head Junior Varsity.....	7%
Assistant (when needed and no sub Varsity).....	\$750
Eighth Grade.....	5%
Softball	
Head Varsity.....	9%
Head Junior Varsity.....	7%
Assistant (when needed and no sub Varsity).....	\$750
Track	
Head Varsity.....	9%
Assistant Varsity.....	7%
Second Assistant.....	3%
Head Middle School.....	7%
Assistant Middle School.....	6%
Second Assistant Middle School.....	3%
Golf	
Head Varsity.....	7%
Cheerleading	
Head Varsity Sideline.....	5%
Head Varsity Competitive.....	6%
Head Junior Varsity Sideline.....	4%
Head Junior Varsity Competitive.....	5%
Middle School.....	2.5% per season

Tennis
 Head Varsity.....7%

Volleyball
 Head Varsity.....9%
 Head Junior Varsity.....7%
 Freshman.....5%
 Eighth Grade.....5%
 Eighth Grade Assistant.....3%
 Seventh Grade.....5%
 Seventh Grade Assistant.....3%

Director of Intramurals, Grades 5-8.....\$2,478
 Director of Games.....\$2,478

2. Non-Athletic

Band
 Director of Marching Bands.....11%
 Assistant Director of Marching Bands.....6%

Vocal Music
 Direction High School Vocal Music.....11%
 Musical Assistants (3).....3%
 Middle School Vocal Director.....5%

High School Newspaper.....2%

High School Yearbook.....4%

Forensics
 High School Coach.....7.5%
 High School Assistant.....4%
 Middle School Coach.....3%

High School Debate.....3%

High School Dramatics.....7.5%

Class Sponsors
 Senior Class (2).....4%
 Junior Class (2).....3%
 Sophomore Class (2).....2%
 Freshman Class (2).....2%

National Honor Society.....	3%
Student Council	
High School.....	8%
Middle School.....	\$398
School Improvement Chair	
High School.....	3%
Middle School.....	3%
Elementary School.....	3%
Department Chair.....	\$389
Quiz Bowl.....	\$634
SAAD	
High School.....	\$342
Middle School.....	\$204
PAL.....	\$634
LINKS (up to 2).....	2%

3. The above percentages will be applied to the following schedule equal to the person’s experience in that area, unless otherwise stipulated. Experience in other schools will be recognized for transfer in the same manner as regular teaching experience credit may be transferred.

Step	2019-2023 Amount
1	31,882
2	33,157
3	35,068
4	36,984
5	39,055
6	41,129
7	43,279
8	45,512
9	48,274
10	50,214
11	52,687

4. Bargaining unit members shall be entitled to \$467 when their daily assignment involves duties in more than one building.
5. Attendance/Discipline Coordinators will receive their salary as per master agreement salary schedule Appendix A plus \$34 times the number of student days.
6. Teachers of Driver Education will be reimbursed at the rate of \$19.65 per hour for both classroom and behind-the-wheel instruction.
7. Bargaining unit members will not be expected to substitute in the absence of another bargaining unit member except in cases of emergency.
 - a. When regular education classroom teachers are relieved of their normal teaching duties, e.g. a class field trip, senior graduation, said teachers may be asked and will be expected to substitute in the absence of another bargaining unit member with no additional compensation.
 - b. Should a bargaining unit member substitute in the absence of another bargaining unit member during her conference/preparation period, she will be compensated at the rate of \$26.60 per clock hour unless compensatory time is elected under the provisions of Article 10, Section A9.
 - c. It is agreed that bargaining unit members who have the responsibility of supervising an intern or a student teacher shall not be used to substitute in the absence of another bargaining unit member merely by virtue of the fact that she supervises an intern or student teacher.
8. The parties recognize that the Board is not under any obligation to fill any position set forth in the schedule of extra duty compensation at Appendix B of the Master Agreement. If during a period of financial difficulty the Board determines to offer any program on such schedule on a modified or reduced form, the parties will negotiate the rate for that program.
9. The Board reserves the right to pay non-bargaining unit staff assigned to Appendix B positions at a rate which is less than that specified in Appendix B provided that said position(s) are posted within the bargaining unit each year and provided, further, that no qualified bargaining unit member applies for such position(s).
10. Bargaining unit members who are required to work prior to the start of the regular work year or following the last work day of the year in conjunction with their regular assignment, i.e. counselors, will either be authorized for compensatory time or will be paid at their per diem rate of pay.

11. Bargaining unit members who coach and are subject to the provisions of Appendix B will be evaluated at least once per year during the first and second year of their assignment and at least once every two years thereafter. Evaluations are to be completed and submitted to the coach in writing by the last teacher work day in the school year. The evaluation of coaches is not subject to the grievance procedure.

APPENDIX C: CALENDAR

Unless the state of Michigan requires a day of longer duration, full professional development days will be six (6) actual contact hours in duration excluding lunch time. If a longer day is required by the state of Michigan, the days will be extended accordingly.

It is recognized that MCL 380.1284(a) has set forth a new obligation that the Christmas and Spring breaks correspond to the intermediate school district's (ISD) calendar. In any year Leslie has a negotiated calendar that does not comply with the new Christmas and Spring break requirements, the calendar will be changed to comply by the association president and the superintendent. Any changes will not add to or subtract from the number of days of student attendance of staff work days.

As long as the 2013-2014 calendar template is utilized, ten (10) minutes will be added to each full day of school.

If a new calendar is not agreed to by 8/1/23, the template reverts back to the 2012-2013 calendar, including student contact time.