2025-2028

TEACHER'S MASTER AGREEMENT BETWEEN
L'ANSE CREUSE PUBLIC SCHOOLS
AND
L'ANSE CREUSE EDUCATION ASSOCIATION

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2025-2028 TEACHER'S MASTER AGREEMENT
L'ANSE CREUSE PUBLIC SCHOOLS

This Agreement entered into this sixteenth day of March, 2026. by and between the Board of Education of L'Anse Creuse Public Schools school district, Clinton Township, Michigan, hereinafter called the "Board" and MEA-NEA L'Anse Creuse, hereinafter called the "Association."

WITNESSETH

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

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

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

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

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

ARTICLE I

Recognition

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

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

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

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

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

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ARTICLE II

Teacher and Association Rights

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

participation in collective professional negotiations with the Board, or his/her institution of any grievance, complaint, or proceeding under this Agreement or otherwise with respect to any terms or conditions of employment.

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

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

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

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

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

F.
A bargaining unit employee, represented by an exclusive bargaining agent under the Public Employment Relations Act shall, upon request, be entitled to Association representation in any case where an allegation has been made against the employee by a parent, student or colleague that is the subject of the meeting or if the administration suspects the bargaining unit employee may have committed some offense.

The Association representative shall be informed of the subject matter of any meeting a bargaining unit employee is required to attend in advance of the meeting and shall be permitted to meet privately with the bargaining unit employee in advance of such a required meeting.

The bargaining unit employee shall be entitled to the specific representative of their choice but if that person is not immediately available the meeting will not be unreasonably delayed. When a request for such representation is made, no action shall be taken with respect to the bargaining unit employee until such representative of the Association is present.

G. Complaints and Notification

Except when immediate action is necessary for the health, safety, and welfare of students, a bargaining unit employee shall at all times be entitled to notification of any infraction of rules or delinquency in professional performance and be guaranteed a prearranged bargaining unit employee - administrative meeting for giving any warning, reprimand, or other disciplinary action concerning the infraction of rules or delinquency in professional performance.

No material relating to student, parent, or school personnel complaints originating after initial employment will be placed in a bargaining unit employee's personnel file unless the bargaining unit employee has been provided a copy of the material.

Complaints against the bargaining unit employee shall be put in writing with names of the complainants, administrative action taken, and remedy clearly stated. The bargaining unit employee may submit a written notation or reply regarding any material, including complaints, and the same shall be attached to the file copy of the material in question.

When material is to be placed in a bargaining unit employee's file, the affected bargaining unit employee shall review and sign said material. Such signature shall be understood to indicate awareness of the material but in no instance shall said signature be interpreted to mean agreement with the content of the material.

Complaints, as defined in this section, shall not be useable for the purposes of annual bargaining unit employee performance evaluations unless the complaint is substantiated and discussed with the bargaining unit employee.

Any alleged serious or repetitious infractions of rules or delinquency in professional performance not brought to a bargaining unit employee's attention within ten (10) work days, after coming to the attention of administration, shall not be the subject of further evaluation or record.

H. Special Conference

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

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

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

I. Committees

1. Participation in any building or district school improvement committee is voluntary. At the building level, the administrator(s) and teachers will mutually agree to the composition and process for selecting the teacher representatives. At the district level, the Association President and the Assistant Superintendent will mutually agree upon the teacher representatives.

2. The District Assessment Committee involving teacher representatives and administrators from the buildings, central administrators, and the Association President and/or designee shall meet periodically or as needed. Participation on the committee will be voluntary.

3. If necessary, the District Coordinating Council will meet to recommend curriculum and textbooks and supplies used in district-wide curricula. Recommendations will be made to the Board of Education.

4. All committees established will include Administration and Association appointed representatives and any recommendations are subject to approval of both parties.

J.

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

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

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

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

K. **Membership Status and Payroll Deduction**

It is agreed that any Bargaining Unit Employee covered by the terms of this Agreement may voluntarily join the L'Anse Creuse Education Association by completing the membership application and submitting it to the Association President or the Michigan Education Association.

Within thirty (30) days of the beginning of the employment hereunder, the bargaining unit employee may sign and deliver to the Board an assignment authorizing deduction of membership dues and assessments to the Association (including the National Education Association and the Michigan Education Association). Such authorization shall be voluntary since it is understood that the payment of dues is not a condition of employment. Written notice of revocation shall be effective to cancel all deductions which are scheduled more than ten (10) days after the date the written notice is received by the Board.

Pursuant to such authorization, deduction of membership dues shall be made from 16 consecutive pays beginning in September of each year, and the Board agrees to remit to the Association all monies so deducted, within two (2) weeks of each payroll deduction, accompanied by a list of bargaining unit employees from whom the deductions have been made. The amount of the deduction shall be determined by the Association each year.

Hold Harmless

The Association will defend and save harmless the Employer for any and all claims, demands, suits, and other forms of liability by reason of action taken by the Employer for the purpose of complying with this Article provided.

1. The Employer gives timely notice of such action to the Association, and
2. The Employer cooperates with the Association and its counsel as required by law, and
3. The Association shall have complete authority to compromise and settle all claims which it defends under this Article.

Notification

The President of the Association will be notified within two (2) weeks after their hire date that new Employees are hired and assigned responsibilities by the Employer.

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ARTICLE III

Management Rights

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

1. Manage and control its business, its equipment, and its operations and to direct the working forces and affairs of the L'Anse Creuse Public Schools school district.

2. Continue its rights, policies, and practices of assignment and direction of its personnel, determine the number of personnel and scheduling of all the foregoing, and the rights to establish, modify or change any work or business or school hours or days, but not in conflict with the specific provision of this Agreement.

3. The right to direct the working forces, including the right to hire, promote, suspend, and discharge employees, transfer employees, assign work or duties to employees, determine the size of the work force and to lay off employees, but not conflict with the provisions of this Agreement.

4. Determine the services, supplies, and equipment necessary to continue its operations and to determine all methods and means of distributing, disseminating, and/or selling its services, methods, schedules, and standards of operation; the means, methods, and processes of carrying on the work including automation or contracting thereof or changes therein, the institution of new and/or improved methods or changes therein.

5. Adopt reasonable rules and regulations.

6. Determine the qualification of employees, including physical conditions.

7. Determine the number and location or relocation of its facilities, including the establishment or relocations of new schools, buildings, departments, divisions or

subdivisions thereof, and the relocation or closing of offices, departments, divisions or subdivisions, buildings, or other facilities.

8. Determine the placement or operations, production, service, maintenance or distribution of work, and the source of materials and supplies.

9. Determine the financial policies, including all accounting procedures.

10. Determine the size of the management organization, its functions, authority, amount of supervision and table of organization, provided that the Board shall not abridge any rights of employees as specifically provided for in this Agreement.

11. Determine the policy affecting the selection and training of employees providing that such selection shall be based upon lawful criteria.

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

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

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

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ARTICLE IV

Professional Compensation

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

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

Salary payments will be made by direct deposit.

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

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

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

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

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

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

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

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

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

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

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

D.
With the exception of teachers that have retired and are collecting a pension through the Michigan Public School Employees' Retirement System, the Superintendent may place a newly employed teacher or a teacher returning to the system after a break in service of one (1) year or more, excluding approved leaves of absence or layoffs, at any Step on the salary schedule. It is understood that a teacher shall not be given experience credit on the salary schedule in excess of his/her teaching or related experience, but may be placed on the salary schedule at any Step up to his/her years of experience. Teachers that collect a pension through the Michigan Public School Employees' Retirement system shall be placed on the salary schedule no higher than Step 9. Signing of the individual contract by the teacher shall constitute agreement with the placement on the salary schedule and said teacher shall have no legal recourse regarding such placement. A vocational teacher not holding a degree but certified by the State will be placed on the salary schedule no higher than the bachelor's maximum. Credit for experience in that vocation may be given at the rate of one (1) year for every year of work experience beyond four (4) years.

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

F.
Longevity payments will be paid in accordance with the schedule below. Each yearly payment will be paid in a lump sum no later than June 30 with each payment to be made at the end of the year as specified in the schedule below. It is understood that longevity pay shall be computed on the basis of years of service in the L'Anse Creuse Education Association.

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

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

AMOUNTS PER YEAR
YEARS OF SERVICE (NOT CUMULATIVE)

	2025-2026	2026-2027	2027-2028
End of 13-16	$1,500	$1,500	$1,500
End of 17-20	$2,500	$3,000	$3,250
End of 21-25	$3,500	$4,000	$4,250
End of 26th year and thereafter	$4,500	$5,000	$5,250

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

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

I.
Pursuant to Board Policy and/or Administrative Guidelines, the Board agrees to provide funds for teachers who are authorized by the Superintendent to attend overnight field trips. Travel, meals, and lodging shall be deemed appropriate expenses of the Board. In addition, teachers shall be given one bonus day for field trips that require at least one overnight stay.

Teacher's Salary Schedule 2025-2026

STEP	BA	MA	EDS
1	43,400	46,615	49,830
2	45,544	49,455	52,884
3	47,687	52,295	55,938
4	49,830	55,134	58,992
5	51,973	57,974	62,046
6	54,116	60,814	65,100
7	56,260	63,654	68,155
8	58,403	66,494	71,209
9	60,546	69,333	74,263
10	62,689	72,173	77,317
11	64,833	75,013	80,371
12	66,976	77,853	83,425
13	69,119	80,692	86,479
14	71,262	83,532	89,533
15	73,405	86,372	92,587
16	78,021	92,247	98,848
17	79, 191	93,631	100,331

A. FY 2025-2026:

1. Step seventeen (17) shall be added to the 2025-2026 Salary Schedule. The step amount will be equal to a 1.5% increase to the current Step 16. Bargaining unit employees on step 16 in the 2024-2025 school year shall move to step seventeen (17). Retroactive pay for step advancement will be paid no later than the second pay period following ratification by both parties.

2. All bargaining unit employees shall be provided a one percent (1%) off schedule payment. This payment will be based on the 2025-2026 salary schedule and will be paid no later than the second pay period following the ratification by both parties.

3. All off schedule payments shall be MPSERS reportable.

Teacher's Salary Schedule 2026-2027
1% on schedule
1% off schedule

STEP	BA	MA	EDS
1	45,999	49,949	53,413
2	48,164	52,818	56,497
3	50,328	55,686	59,582
4	52,493	58,554	62,666
5	54,658	61,422	65,751
6	56,823	64,291	68,837
7	58,987	67,159	71,921
8	61,151	70,026	75,006
9	63,316	72,895	78,090
10	65,481	75,763	81,175
11	67,646	78,632	84,259
12	69,810	81,499	87,344
13	71,975	84,367	90,428
14	74,139	87,236	93,513
15	76,415	90,170	96,649
16	79,983	94,567	101,334

B. FY 2026-2027:

1. Bargaining unit employees who are eligible to move lanes on the Schedule A Salary Schedule move lanes.

2. The bottom step of the 2025-2026 Salary Schedule shall be eliminated and a step shall be added to the top of the 2025-2026 Salary Schedule. Step increases for the top two steps (15 and 16) shall be smoothed.

3. Bargaining unit employees on steps one (1) through sixteen (16) slide to the new Salary Schedule at the same step as the 2025-2026 school year. Bargaining unit employees on step seventeen (17) in the 2025-2026 school year move to step sixteen (16).

4. All steps and lanes on the Salary Schedule shall be increased by an on schedule one percent (1%) commencing first semester of the 2026-2027 school year.

5. All Bargaining unit employees shall be provided a one percent (1%) off schedule payment. This payment will be based upon the 2026-2027 base contract wages and will be paid no later than the last pay period in September.

6. All off schedule payments shall be MPSERS reportable.

7. In addition to the items listed above, all active bargaining unit employees during the 2026-2027 school year are eligible for additional off-schedule payments if the District meets certain fund balance objectives. Bargaining unit employees are only eligible to receive one of the payments listed below. Bargaining unit employees are eligible for off-schedule payments as follows:

    a. If the District has an unrestricted general fund equity of ten percent (10%) but less than 12.99%, as confirmed by the FY 2026 annual audit approved by the Board of Education, then all active bargaining unit employees during the 2026-2027 school year will be provided a one percent (1%) off-schedule payment. The payment will be based upon the 2025-2026 base contract wages and will be paid by December, 2026. Bargaining unit employees hired in the 2026-2027 school year will receive the one percent (1%) off schedule payment based on the step below their step placement in the 2026-2027 school year. Bargaining unit employees on step one (1) in the 2026-2027 school year will receive the one percent (1%) off schedule payment at step one (1) of the 2025-2026 Salary Schedule.

b. If the District has an unrestricted general fund equity of thirteen (13%) percent or higher, as confirmed by the FY 2026 annual audit approved by the Board of Education, then all active bargaining unit employees during the 2026-2027 school year will be provided a two percent (2%) off-schedule payment. The payment will be based upon the 2025-2026 base contract wages and will be paid by December, 2026. Bargaining unit employees hired in the 2026-2027 school year will receive the two percent (2%) off schedule payment based on the step below their placement in the 2026-2027 school year. Bargaining unit employees on step one (1) in the 2026-2027 school year will receive the two percent (2%) off schedule payment at step one (1) of the 2025-2026 Salary Schedule.

c. All off schedule payments shall be MPSERS reportable.

Teacher's Salary Schedule 2027-2028

3% on schedule

STEP	BA	MA	EDS
1	47,379	51,448	55,015
2	49,609	54,402	58,192
3	51,838	57,356	61,369
4	54,068	60,311	64,546
5	56,297	63,265	67,724
6	58,527	66,219	70,902
7	60,757	69,174	74,079
8	62,986	72,127	77,256
9	65,215	75,082	80,433
10	67,446	78,036	83,610
11	69,675	80,990	86,787
12	71,904	83,944	89,964
13	74,134	86,898	93,141
14	76,363	89,853	96,318
15	78,707	92,875	99,548
16	82,382	97,404	104,374

C. FY 2027-2028:

1. Bargaining unit employees who are eligible to step on the Schedule A Salary Schedule shall receive one step.

2. Bargaining unit employees who are eligible to move lanes on the Schedule A Salary Schedule move lanes.

3. All steps on the Salary Schedule shall be increased by an on schedule three percent (3%) commencing first semester of the 2027-2028 school year.

4. In addition to the items listed above, bargaining unit employees are eligible for additional off-schedule payments if the District meets certain fund balance objectives. Bargaining unit employees are only eligible to receive one of the payments listed below. Bargaining unit employees are eligible for off-schedule payments as follows:

    a. If the District has an unrestricted general fund equity of ten percent (10%) but less than 12.99%, as confirmed by the FY 2027 annual audit approved by the Board of Education, then all active bargaining unit employees during the 2027-2028 school year will be provided a one percent (1%) off-schedule payment. The payment will be based upon the 2026-2027 base contract wages and will be paid by December, 2027. Bargaining unit employees hired in the 2027-2028 school year will receive the one percent (1%) off schedule payment based on the step below their step placement in the 2027-2028 school year. Bargaining unit employees on step one (1) in the 2027-2028 school year will receive the one percent (1%) off schedule payment at step one (1) of the 2026-2027 Salary Schedule.

    b. If the District has an unrestricted general fund equity of thirteen (13%) or higher, as confirmed by the FY 2027 annual audit approved by the Board of Education, then all active bargaining unit employees during the 2027-2028 school year will be provided a two percent (2%) off-schedule payment. The payment will be based upon the 2026-2027 base contract wages and will be paid by December, 2027. Bargaining unit employees hired in the 2027-2028 school year will receive the two percent (2%) off schedule payment based on the step below their step placement in the 2027-2028 school year. Bargaining unit employees on step one (1) in the 2027-2028 school year will be receive the two percent (2%) of schedule payment at step one (1) of the 2026-2027 Salary Schedule.

    c. All off schedule payments shall be MPSERS reportable.

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ARTICLE V

Schedule "A"

SCHEDULE IMPROVEMENT FACTORS

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

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

Psychologists, Speech Language Pathologists, and Social Workers, who are currently placed on the MA lane on the salary schedule, whose master's degree required between forty-five (45) and 59 hours, shall receive a stipend of two percent (2%) above the Master Degree level.

Psychologists, Speech Language Pathologists, and Social Workers, who currently are placed on the MA lane on the salary schedule, whose master's degree required sixty (60) or more hours shall receive a stipend of four percent (4%) above the Master Degree level.

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

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

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

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

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

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

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

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

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

but shall be paid by a check separate from the teacher's regular paycheck.

<u>Example</u>

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

300.8 - 294.9 = 5.9
5.9 - 294.9 = 2.0%

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

The maximum amount of the percent increase which shall be paid under the terms of the Cost-of-Living Adjustment provision shall not exceed zero (0) percent for the 2025-2026 through the 2027-2028 school years.

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

If the government changes the makeup, timing, or base year of the index herein listed, representatives of the Board and MEA-NEA L'Anse Creuse shall meet for the purpose of negotiating a new C.O.L.A. criteria.

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

Wage and Benefit Control

1. If any salary/wage or benefit provision of this Agreement is nullified or modified by an action of any government agency, as a result of the institution, or reinstitution, or any form of wage and benefit controls, the parties hereto shall meet and negotiate regarding the substitution of wage and benefit provision of equal value.

2. If the substitution of benefits is not permissible by law, any wages or benefits so affected shall be deferred until such time as they may be legally placed into effect (so as to provide the full benefit value of each deferred provision). The Association shall receive a monthly statement as to the amounts of benefits and wages deferred as well as the interest earned on escrowed funds.

3. The employer and the Association will cooperate to seek and obtain approvals, exemptions, or exceptions under any wage and/or benefit control or stabilization program.

4. In the event that any or all deferred salaries/wages and benefits may not finally be paid, the employer and the Association shall negotiate concerning the reallocation of such unused funds into an area other than salaries/wages or fringe benefits.

5. If the parties hereto are unable to agree on the disposition of any deferred benefit, or if the Employer and the Association cannot resolve the matter within thirty (30) days after receiving notice of the suspension or modification of any scheduled salary/wage or fringe benefit, the matter shall be submitted to binding arbitration.

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ARTICLE VI

Schedule "B"
Supplemental Salary Schedule for Activities

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

Enrichment Coordinator (per semester)	3 %
E-Sports, High School	5%
Flag Football (Girls)	4%
Forensics, High School	3 %
Lancerette/Gold Duster Advisors	3 %
Modern Dance, High School	4 %
Newspaper, High School	4 %
Pep Squad, 8th Grade - one per building	3 %
Pep Squad, 7th Grade - one per building	3 %
Quiz Bowl	4 %
Robotics Lead Sponsor	4 %
Robotics Executive Sponsor	3 %
Robotics Manufacturing Sponsor	3 %
Special Olympics Advisors	5 %
Student Council, Elementary	4 %
Student Council, Secondary - two per building	4%
Yearbook, Middle School	3 %
Yearbook, High School	7 %

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

Positions listed in Schedule “B” will be posted on an annual basis if filled by non-bargaining unit employees. Class sponsorship positions will be posted at the ninth-

grade level each year whether filled by bargaining unit members or non-bargaining unit employees. Sponsors shall advance with the individual class through twelfth grade.

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

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

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

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

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

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

1. Bargaining unit members in this position will not be required to evaluate other bargaining unit members who are coaches. If the coach is not a bargaining unit member, the bargaining unit member in the athletic director position will complete the evaluation.

2. This is a supervisory position. Middle school athletic coordinators will not be coaching unless approved by the Superintendent or his/her designee.

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

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

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

High School Teacher Leader and Freshman Initiative Coordinator. The Teacher Leader position will be compensated at the rate of $8,000 per year. There will be five (5) Teacher Leader positions at each high school in the core areas of math, science, social studies, English, and special education. These positions are not replacement for the High School Department Head positions. The Freshman Initiative Coordinator will be paid at the rate of $6,000 per year.

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

Elementary and Middle School Choir

1. Each elementary and middle school building will hold two choir concerts per year. These concerts will take place outside the contractual day.

2. Elementary and middle school choir teachers will be compensated $300 for each concert performed outside his/her contractual day. This payment shall be made no later than two pay periods after the concert takes place.

3. Participating grade levels will be mutually agreed upon by the building principal and the choir teacher(s) in each individual building. If a grade level is instructed by two or more teachers, those teachers will be allowed to plan concerts together.

4. Prior to the concerts, the teacher(s) and students participating will be allowed to travel during the contractual day, for no more than one half (1/2) day, to conduct practice at the John Armstrong Performing Arts Center (JAPAC).

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ARTICLE VI

Schedule "C"
Supplementary Salary Schedule for Coaching

BASEBALL

Varsity	14%
Junior Varsity	11%
Ninth Grade	10%

BASKETBALL

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

BOWLING

	BOYS	GIRLS
Varsity	14%	14%
Junior Varsity	11%	11%

CHEERLEADING

Fall Sideline Cheer	
Varsity	14%
Assistant Varsity Cheer	11%
Winter Competitive Cheer	
Varsity	14%
Assistant Varsity	11%

CROSS COUNTRY

Varsity	14%

FOOTBALL

Varsity	14%
Varsity Assistant (3)	11%
Junior Varsity	11%

Junior Varsity Assistant	10%
Freshman	10%
Freshman Assistant	9%
Eighth Grade	9%
Seventh Grade	9%
Eighth Grade Assistant	7%
Seventh Grade Assistant	7%

GOLF

Varsity	14%

LACROSSE

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

SOCCER

	BOYS	GIRLS
Varsity	14%	14%
Junior Varsity	11%	11%
Freshman	10%	10%

SOFTBALL

Varsity	14%
Junior Varsity	11%
Ninth Grade	10%

SWIMMING

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

*11% for district or 7% per building

TENNIS

	BOYS	GIRLS
Varsity	14%	14%
Junior Varsity	11%	11%

TRACK

	BOYS	GIRLS
Varsity	14%	14%
Varsity Assistant	11%	11%
Freshman	10%	10%
7th & 8th Grade	9%	9%

VOLLEYBALL

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

WRESTLING

Varsity	14%
Junior Varsity	11%
Freshman	10%

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

Remuneration (annual) for a given extra duty above bears a percentage relationship to the appropriate level on the Bachelor's Schedule. The appropriate level is that represented by the teacher's previous years of experience in directing a given Schedule "C" activity in L'Anse Creuse Schools plus credit for not more than six (6) years outside experience. Coaches that resign prior to the start of the first contest date, as defined by MHSAA, shall not be compensated for any time prior to this date. A coach that resigns before the contests end shall have the percentage prorated based on the number of contests up to the resignation divided by total number of contests, not including the post season (district, region, etc.).

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

Supplemental Coaches

1. All requests for a program assistant coach will be initiated by the head Varsity Coach, in writing, to the Building Athletics Coordinator (BAC) at least thirty (30) days before the start of the season and subject to the following criteria at application:

    - A minimum of $2,000 already in the building internal sport account to cover the cost for the program assistant coach ($1,500 salary+ required benefits).

2. Teams cannot involve students in a fundraising activity whereby the goal is to generate funds specifically for a program assistant coach.

3. Pending BAC, Building Principal, and Director of Human Resources approval, the total calculated amount is required to be transferred to the L'Anse Creuse Public Schools' Business Office prior to said coach starting his/her responsibilities.

4. All candidates must comply with L'Anse Creuse Public Schools' policies, procedures, approvals and hiring practices prior to starting their assignment. All positions are to be posted in accordance with the Master agreement and not subject to incremental increases.

5. Program assistant coaches are to be evaluated annually per contract

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

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

Supplemental Salary for Intramurals - Able and Creative

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

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

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

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

1. Payment for these activities will be made at the end of each semester for activities that extend the full school year and in full after completion of assignment and written authorization from the building administrator.

2. Extra pay for part-time cafeteria duty will be paid after receipt of authorization by the building principal.

3. Payment for credit hours beyond a degree and for the Educational Salary Improvement Factor are considered a part of a teacher's salary and will be paid accordingly.

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ARTICLE VII

Teaching Hours

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

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

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

B.
All bargaining unit employees shall be free to leave the school building at the end of the bargaining unit employee's regular daily assignment except in case of an emergency. Elementary teacher's regular daily assignment shall include walking their students to the assigned bus loop at the end of the day.

1. In the high schools, middle schools, and elementary schools, volunteering bargaining unit employees shall receive an annual supplemental contract in the amount of twenty dollars ($20.00) per day for cafeteria supervision for each cafeteria period, a.m. or p.m. There shall be a maximum of three (3) such bargaining unit employees. At the secondary level, volunteering bargaining unit employees must volunteer for at least one (1) semester. At the elementary level, it will be on an as needed basis. At all levels, if there are more bargaining unit employees than needed, cafeteria duty will be assigned on an equal rotating basis.

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

   In the secondary schools, bargaining unit employees who volunteer shall receive thirty dollars ($30.00) per hour up to a maximum of three (3) hours per week for detention or locker room supervision. If more bargaining unit employees volunteer for such supervision than are needed, the building administrator shall develop an equal rotating schedule for such supervision

2. Dismissal assignments (bus, parent pick up) shall be on an equal rotation schedule utilizing all available building bargaining unit employees. Bargaining unit employees with alternative bus schedules shall be exempt from this rotation (i.e., preschool, and other self-contained special education classrooms). No bargaining unit employee shall be given a dismissal assignment (bus, parent pick-up) more than a yearly average of twice a week. In the event that buses are late, requiring bargaining unit employees to stay more than ten (10) minutes, only two (2) bargaining unit employees may be retained for bus supervision, for a time not exceeding thirty (30) minutes after the bargaining unit employee's regular daily assignment except in cases such as tornado, flood, or other life-threatening emergency. If a bus duty assignment requires the bargaining unit employee to stay more than ten (10) minutes, not to exceed 30 minutes, beyond their contractual day, the bargaining unit employee will be paid twenty-five dollars ($25.00) for eleven (11) to thirty (30) minutes or 30 minutes toward a bonus day. If it is necessary to retain more than two bargaining unit employees, it shall be on

a voluntary basis and will be paid in accordance with this Article. Parent pick-up assignments shall be no longer than ten (10) minutes.

3. School buildings shall be closed to students fifteen (15) minutes after the regular school day ends (except in case of emergency), unless prior arrangements have been made (parent has been notified) with a bargaining unit employee and/or principal and proper supervision has been provided.

4. By prior arrangements of bargaining unit employees and/or principal, bargaining unit employees shall be available for after school parent-teacher conferences, conferences with consultants, individual and/or group conferences with administrators. Conference times established by principals will be tentative pending consultation with bargaining unit employees relative to time, bargaining unit employee availability, and nature of the meeting. An alternate date will be made available to bargaining unit employees when requested and practicable. Effort shall be made to schedule such meetings on days other than Friday or the day prior to a holiday vacation. When scheduling parent conferences, both the bargaining unit employee and parent should be given ample time to arrange a productive meeting.

5. Individualized Educational Planning Committee (I.E.P.C.) and 504 meetings will not be conducted during a bargaining unit employee's regularly scheduled lunch period. I.E.P.C. and 504 meetings will be conducted during regular school hours and the involved bargaining unit employee will be released from teaching duties by a regular substitute. Meetings which cannot possibly be scheduled during the above times, may be scheduled for another time upon approval of the Director of Special Education and the involved bargaining unit employees. If the meeting is outside the contractual day, bargaining unit employees will be paid $50.00 per hour. Bargaining unit employees shall be placed first on the agenda of the I.E.P.C. and 504 meeting. Non-referring teachers may each submit a written synopsis of the student's difficulty in their areas in lieu of attending the I.E.P.C. or 504 meeting. All bargaining unit employees of the student involved shall be given two (2) weeks advance notice of the annual I.E.P.C. or 504 meeting**,** or as soon as possible after the meeting is scheduled.

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

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

   The counselor’s staggered schedule shall not exceed the total number of minutes scheduled for the building’s professional staff and shall not start or end more

than one (1) hour before student start and end times.

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

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

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

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

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ARTICLE VIII

Teaching Loads

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

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

Student contact time at the elementary level shall not exceed 339 minutes per day for the grades kindergarten through grade five (5) and pre-school. Bargaining unit employees at the elementary level shall be guaranteed a minimum of 300 minutes of preparation time per week. At the middle school and elementary school levels, scheduled duties (i.e., bus, hall, bulletin boards) will be equally rotated among all regular bargaining unit employees in the individual buildings.

Preparation time at all levels will be equalized for half days to the extent possible. At the elementary level, half days will be on an alternating A.M./P.M. schedule.

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

All bargaining unit employees will receive a copy of the scheduled duty times of their school staff.

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

B.
In the secondary schools, each bargaining unit employee shall be allowed no less than one (1) preparation period per day (the equivalent of one class period in length) as part of the recognized daily schedule, except during weeks of State testing. During the weeks of State testing, bargaining unit employees will be guaranteed 290 minutes of preparation for the week. Bargaining unit employees at the secondary level may occasionally be requested to fulfill other supervisory functions, provided, said supervisory functions do not detract from their thirty (30) minutes uninterrupted lunch period. Assignments beyond the provisions of this paragraph shall be paid in accordance with Article IV, B.

C.
In addition to five-minute uninterrupted preparation period prior to the first class period of the day, elementary bargaining unit employees will receive a five minute preparation period contiguous to their thirty minute duty-free, uninterrupted lunch period. Other preparation periods in the elementary schools will be those which result from the schedule established for Special Service Teachers. Should the Board act to reduce the elementary school day by eliminating the Elementary Special Service Program, the preparation time guaranteed per day for each elementary bargaining unit employee will continue to be provided as based in the Special Service Schedule. This schedule will

guarantee one preparation per day for each elementary classroom bargaining unit employee according to the following minimum weekly provisions:

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

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

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

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

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

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

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

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

the Assistant Superintendent and Association President will meet to negotiate any variations.

G. Special Service Teachers

1. Special Service Teachers shall be scheduled for no more than 1690 minutes of student contact time. Student contact time is defined as:

   A) Teaching of an individual classroom teacher's class in the specified subject area of the special service teacher;

   B) A five-minute passing time period between each of the classes in the morning and between each of the classes in the afternoon. If that five-minute period does not occur, it will not count as student contact time;

   C) Travel time necessitated by the scheduling of the teacher at more than one building; and

   D) Any other assignment which does not exceed the total contractual minutes per week.

   E) Special Service Teachers shall not be scheduled for more than two seven (7) section days per week.

2. A five-minute passing time will be scheduled between classes whenever possible, but at least one A.M. and one P.M. passing time. A five (5) minute passing time is guaranteed to bargaining unit employees who move from one classroom to another. Special Service Teachers scheduled for more than one (1) building will receive travel time will be based on the district-published mileage chart.

   - Buildings on the same campus, 10 minutes of travel time is allowed.
   - Buildings 1-5 miles apart, on the same side of the Clinton River, 15 minutes of travel time will be allowed.
   - Buildings over 5 miles apart and on the same side of the Clinton River, 20 minutes of travel time are allowed.
   - Buildings 6 – 8 miles apart which require travel between the north and south end of the district, 30 minutes of travel time is allowed.
   - Buildings over 8 miles up to 13 miles apart, AND which require travel between the North and South end of the district, 35 minutes of travel time is allowed.

     In the event that it can be documented that the above time is insufficient, the Association President will meet with the Assistant Superintendent for

Curriculum and Instruction to allocate more travel time.

3. Students of Special Service Teachers will be dismissed at least five (5) minutes prior to student dismissal at the end of the day whenever possible. The first scheduled class for a Special Service Teacher shall not begin until at least five (5) minutes after the beginning of the student starting time.

4. On nine (9) hours of the In-service Training and Curriculum Committee Study Days, Special Service Teachers will be allowed to meet as a Department Staff.

5. Whenever possible a Special Service Teacher will be assigned to one (1) building for the majority of his/her teaching assignments and only one building for the purpose of receiving duty assignments, such as bus duty, bulletin boards, attending Open Houses, attending evening conferences, and receiving mail. Special Service Teachers will be assigned to no more than twenty-five (25) minutes of bus duty per week.

6. Since special service programs are a necessary part of the total school curriculum, special service teachers shall not substitute teach for a regular classroom teacher in lieu of the regular special service schedule to the extent possible. However, elementary specials teachers may be used to sub in classrooms when there is a shortage of substitutes and the district has followed these procedures:

   A) If specials are cancelled resulting in lost prep time for the regular classroom teacher, the regular classroom teacher will be paid fifty dollars ($50.00) for the 50-minute period.
   B) Student teachers may be used as substitutes as long as they have been approved and their university allows them to do so.
   C) Teachers who have a student teacher in their classroom could be used to sub for another absent teacher. They would not be paid extra unless it results in a loss of prep time.
   D) Half time kindergarten aides and paraprofessionals who have 90+ college credit hours may be utilized as substitutes after their duties are complete for the day as long as they have been approved.
   E) Specials teachers who sub will be paid fifty dollars ($50.00) hour for any loss of prep time. Prep time is defined as any time during which they sub that the specials' teacher, according to their regular schedule, is not assigned to students.

7. To the extent possible, no more than two (2) times a week will a Special Service Teacher be deprived of their morning preparation time. In no case will Special Service Teachers have less preparation time than other elementary bargaining unit employees.

8. Should more than one (1) Special Service Teacher be assigned to teach a Special Service subject area to a regular elementary teacher's class, one of the Special Services teachers will be specifically assigned as the teacher of record for purposes of report cards and other necessary records.

H. Elementary Assessment Scheduling

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

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ARTICLE IX

Teaching Conditions

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

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

1. <u>Elementary</u> (Including Special service classes)

Transitional Kindergarten	22
Kindergarten - First Grade	29

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

Allocation shall be .5 Aide for each classroom.

Second - Third Grade	32

Fourth - 5th Grade	35

2. Secondary

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

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

3. Special Education

Special (Classes for handicapped or cognitively impaired)	15
Emotional (Classes for emotionally impaired)	10
Early Childhood Special Education	14
(full-time paraprofessional or aide is assigned)	
Resource Room (As provided by the M.I.S.D.)	15

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

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

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

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

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

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

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

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

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

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

Special Education Overages

1. If, at any time during the school year, any K-12 Special Education Resource Room teacher's caseload exceeds 20 students, that teacher shall receive $300.00 per student, per semester at the secondary level and $200 per student, per trimester at the elementary level for each student over 20 on the teacher's caseload. This amount shall be prorated, based on number of days of the overage, for reductions in caseload overages that occur at any time during each semester/trimester.

2. If, at any time during the school year, any K-12 Teacher Consultant caseload exceeds 25 students, that teacher consultant shall receive $300.00 per student, per semester at the secondary level and $200.00 per student, per trimester at the elementary level for each student over 25 on the teacher consultant's caseload. This amount shall be prorated, based on number of days of the overage, for reductions in caseload/overages that occur at any time during each semester/trimester

3. For semester overages, payment shall be made in the first pay period in February for first semester overages and the last pay period in June for second semester overages. For trimester overages, payment shall be made in the last pay period in November for first trimester overages, the last pay period in March for second trimester overages, and the last pay period in June for the third trimester overages.

Speech Language Pathologist Caseload

1. The maximum caseload for Speech Language Pathologists is sixty (60) students.

2. Caseload shall be defined as number of students requiring services in accordance with an IEP.

3. The caseload number submitted for compensation shall be approved by the Director for Special Education and Director for Human Resources.

4. If, at any time during the school year, a Speech Language Pathologist's caseload exceeds sixty (60) students, additional compensation shall be as follows:

61 – 70 students	$1000
71 – 80 students	$1500
81 – 90 students	$2000
90 + students	$2500

5. This amount shall be prorated, based on number of days of the overage, for reductions in caseload that occur at any time during the school year.

6. Caseload overages for part-time Speech Language Pathologists shall be compensated in accordance with the table below:

Caseload Max for Part-Time SLPS	Payout Amounts
.5 FTE – 30 Students	31-35 students – $500 36-40 students - $750 41-45 students - $1000 46 + Students - $1,250
.6 FTE – 36 Students	37-42 students – $600 43-48 students - $900

	49-54 students - $1200 55+ Students - $1500
.8 FTE – 48 students	49-56 students – $800 57-64 students - $1200 65-72 students - $1600 73 + Students - $2000

7. For semester overages, payment shall be made in the first pay period in February for first semester overages and the last pay period in June for second semester overages.

Support for Suspended Special Education Students

1. Members of the L'Anse Creuse Education Association may be assigned to provide required (FAPE) instructional services to special education students who are suspended or otherwise not attending school due to disciplinary or other approved circumstances by the Superintendent.

2. Instructional services may be delivered either in person or through a virtual format, depending on the needs of the student and the availability of staff.

3. Association members providing this support shall be compensated at a rate of $50.00 per hour.

4. The number of instructional hours per week shall be determined based on individual student needs and must be approved in advance by the building principal or a designated district administrator.

5. This instructional work shall be considered extra duty and will be performed outside of the educator’s regular contractual hours.

6. Participation in this work is voluntary and shall not be assigned as part of the regular teaching assignment.

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

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

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

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

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

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

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

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

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

G.
Telephones for authorized bargaining unit employee use should be located in such a manner as to insure privacy.

H.
Off-street parking facilities shall be provided all bargaining unit employees.

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

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

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

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

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

change.

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

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

1. In the event day(s) of school closing due to unforeseen conditions may not lawfully be counted to arrive at the annual instructional minimum required by law and/or to qualify the employer for full State Aid, the Association and the Board shall immediately negotiate the rescheduling of the instructional day(s) lost. It is expressly understood that the bargaining unit employees shall not receive any additional compensation for the rescheduled day(s) and that the rescheduled instructional day(s) must occur prior to June 30.

2. Each semester it is the responsibility of each elementary teacher to arrange a conference with each parent during the day and evenings as scheduled in the calendar. If prior to the scheduling of parent-teacher conferences during that semester, the bargaining unit employee has met with the parent and discussed the student's progress, the bargaining unit employee shall not be required to schedule a parent-teacher conference for that student.

   If prior to the scheduling of parent-teacher conferences during the second semester, the teacher has met or spoken with the parent separately and discussed the student's academic progress, the teacher shall not be required to schedule a parent-teacher conference for that student.

   In order to facilitate the scheduling of Parent-Teacher Conferences at the Macomb County Juvenile Justice Center, the required two and one half (2 ½) hours of evening conferences in the fall, and the required three hours of evening conferences in the spring, may be modified to meet visitation schedules with prior staff approval.

   To compensate for evening parent-conferences, compensatory time of two (2) half days and two and one-half (2 ½) hours on two restructured Wednesdays will

be provided as agreed upon by the District and the Association

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

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

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

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

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

   Such work assignments shall be on a voluntary basis.

5. All bargaining unit employees shall attend one (1) assigned all school event, maximum duration of two (2) hours, outside of the regularly scheduled day per year, and regularly scheduled contractual parent-teacher conferences and in-services as listed in the calendar. The all school event will be decided on by the building administration and communicated to superintendent of HR and the Association president. Participation in additional activities beyond the regular work day is voluntary. Afternoon Parent-Teacher Conferences shall be three hours (3 hours). Evening Parent-Teacher Conferences in the fall shall be two- and one-half hours (2 ½ hours). Evening Parent-Teacher Conferences in the spring shall be three hours (3 hours).

6. The Board and the Administration realize that records are an important part of the bargaining unit employee's professional responsibilities. Bargaining unit employees are responsible to complete records by the specified due date as listed in the district bargaining unit employee calendar. The equivalent of two and

one half (2 ½) compensation days shall be provided to bargaining unit employees for time spent completing records. Staff meetings may be held on Records Days only in an emergency.

7. Because it is in the best interest of children to have bargaining unit employees meet with parents, as part of the professional responsibility of bargaining unit employees, they are encouraged to attend evening meetings with parents.

8. Recognizing that both parties support the principles of continued training of bargaining unit employees and curriculum study for the advancement of education, all students will be dismissed from school according to the schedule in the calendar in order to provide for bargaining unit employee participation in In-service Training and Curriculum Committee Study. Among others, the Association President will act as a consultant to the Director for Human Resources to express the curricular and in-service needs of bargaining unit employees. On those days bargaining unit employees will not be required to stay beyond their normal contractual day.

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

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

M. Mentor Teacher

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

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

1. Mentor teachers shall be tenured teachers. Participation shall be voluntary and a minimum of one (1) year in duration. The assignment may be continued in succeeding years by mutual agreement of the mentor, new teacher and administrator. A mentor teacher shall be assigned to one (1) new teacher unless the parties mutually agree, on a case-by-case basis, to a different arrangement.

2. The building administrator shall attempt to match mentor teachers with new teachers who work in the same building, have the same area of certification and if possible, teach at the same level. A common planning time is beneficial for communication and every effort to accommodate this will be made.

3. The relationship between the mentor and new teacher shall be confidential.

4. Released time shall be made available for classroom observation and follow-up communication. The amount of release time shall vary and shall be arranged with the approval of the building administrator.

5. Through this process, experienced educators shall share their knowledge and expertise with new teachers, which ultimately benefits students, teachers, and the teaching profession.

6. Mentor teachers shall attend an orientation program at the beginning of each year and submit a summary at the end of each year of those activities that rendered assistance and support to the new teacher.

7. Each mentor teacher shall receive one (1) additional PTO day per year. Mentors shall also receive one hundred dollars ($100) per year. The PTO day and $100 payment shall be provided to the mentor teachers upon the completion of required duties which include attendance at District scheduled meetings and completion of required documentation.

8. The District and the Association will agree on expectations for teachers that choose to participate in the mentorship program.

Neither the mentor nor the mentee shall be permitted to participate in any matter related to the evaluation of the other. The mentor shall not be called as a witness in any grievance or administrative hearing involving the mentee nor shall the mentee be called as a witness in any grievance or administrative hearing involving the mentor, unless the administrative hearing or grievance is related to misconduct or gross negligence.

N. Multiage Programs

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

1. Multiage class size will be the lower of the classes grouped. In a 1st and 2nd multiage, maximum class size would be 29. In a K-1-2 multiage, the maximum class size would be 29. In a 3-4 multiage the maximum class size would be 32.

2. Multiage teams/individuals are allowed one half-day common planning time per team per month. Teachers may schedule a substitute for their planning time or they may opt to work outside the student day. Teachers who work outside the student day will be compensated $30.00 per hour for their planning time ($90.00 per half-day).

O. Absences During Parent-Teacher Conference Week

Absence during conferences will be charged in the following manner.

1. Bargaining unit employees absent on days with evening conference (all day and conference) will be charged 1.5 days.

2. Bargaining unit employees present on days with evening conferences but absent with permission, for the evening conference will be charged .5 days.

3. Bargaining unit employees absent on comp days following the conferences will be charged .5 of a day.

P. Notice of Retirement

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

Q. Michigan Virtual High School/Michigan Virtual University

1. Virtual High School or Michigan Virtual University classes may be offered for eligible students as determined by state and local rules and regulations.

2. The on-site mentor teacher position will be first offered to bargaining unit members.

3. The position will be filled on a voluntary basis.

4. The assignment will be considered a supplemental.

5. The teacher will be paid at a rate of $75 per student, per quarter, based on count day enrollment.

6. There will be no reduction in the total number of bargaining unit members employed or the hours worked as a result of the districts participation in the program.

7. The bargaining unit employee will be expected to perform record keeping activities and to monitor and assist students as needed or as assigned by the principal.

8. To the extent possible, the on-site mentor will be a content area teacher in the content of the online class.

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

S. Open Observation

1. All monitoring or observation of the work of a bargaining unit employee shall be conducted openly and with full knowledge of the bargaining unit employee. The use of eavesdropping, closed circuit television, public address or audio systems, and similar surveillance devices shall be strictly prohibited unless agreed to by both parties.

2. Video cameras will not be used to monitor, observe, or investigate bargaining unit member behavior, evaluate work performance, or be used as a cause to discipline members. Video recordings will be erased, deleted, or recycled every 30 calendar days unless the recording is required for a student disciplinary hearing. Video recordings will not be released to third parties without first notifying the Association and every bargaining unit member who appears on the recording and providing him/her the opportunity to view the recording and to receive a copy of the recording being released to a third party. The Association shall have the right to review any video recording and shall be furnished a copy of any video recording upon request.

T. Personnel Files

1. A bargaining unit employee will have the right to review, upon request, the contents of his/her official Personnel File in the Human Resources Office, exclusive of credentials and letters of recommendation, and to have a representative of the Association accompany him/her in such review. Other examination of a bargaining unit employee's Personnel File shall be limited to qualified supervisory personnel.

   No "verbal warnings" shall be contained in the Personnel File. Any such warning deemed a "verbal warning" shall be communicated to the individual and there shall be no written record of such in the bargaining unit employee's Personnel File.

A bargaining unit employee may provide a response to any materials included in the Personnel File and the appropriate administrator will be provided with a copy of same. The response shall become a part of the Personnel File.

All discipline or complaints that are four (4) years or older shall be expunged from the Personnel File at the bargaining unit employee's request, except as limited by any existing laws.

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

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

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

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

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

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

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

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ARTICLE X

Teacher Evaluations

A. The negotiated performance evaluation system shall include a rigorous, transparent, and fair performance evaluation system that includes:

1. Specific performance goals identified by the teacher to improve their effectiveness in the upcoming school year.

2. An evaluation of the teacher's job performance with timely and constructive Feedback.

3. Clear approaches to measuring student growth with relevant data on student growth.

4. Multiple rating categories that take into account student growth and assessment data or student learning objective metrics that have been negotiated with the Association.

5. The use of student growth and assessment data or student learning objective metrics as 20% of the year-end evaluation determination. Teachers should develop two growth measures, collaboratively determined with their evaluator, to be utilized for Growth Measures # l & #2. NWEA growth may be utilized as Growth Measure #3 if it yields better results than Growth Measures# l or #2. Student growth is defined as an increase in measured student academic performance.

6. A negotiated year-end evaluation form that utilizes other objective criteria for 80% of the year-end evaluation determination.

B. Process: The negotiated Performance Evaluation system and all forms shall be available on the district website. Forms shall include a Post-Observation Feedback Form, Year- End Evaluation Reporting Form, and Individual Development Plan (IDP) Form.

1. Classroom observations that are intended to assist in the year-end performance evaluation for teachers will be conducted as follows:

a. The teacher shall be notified no later than September 30 of each year (or within two weeks for a teacher hired after the sta1t of the school year) who the administrator will be that conducts their year-end evaluation. Teachers will be evaluated by either the building principal, assistant principal, or immediate supervisor. Special Education teachers will be evaluated by the Special Education Director or building principal, assistant principal, or immediate supervisor.

b. A meeting shall be held with the appropriate administrator and the first-year probationary teacher. This meeting shall take place within thirty (30) calendar days of each first-year probationary teacher's first day of work. The purpose of the meeting is to discuss the goal and expectation plan for the year. A written goal and expectation plan shall be presented to the teacher within ten (10) work days of the meeting. The formal individualized development plan (IDP) shall be created with input from the teacher and appropriate administrator, then finalized and presented in written form to the probationary teacher prior to the end of the probationary teacher's first year.

c. Bargaining unit employees shall not evaluate other bargaining unit employees.

d. Observations conducted by other bargaining unit employees shall not include any type of written feedback.

e. The classroom observations used in the year-end evaluation must include a review of the teacher's lesson plan for the day of the observation and the state curriculum standard being used in the lesson. The lesson plan shall be available to the administrator no more than two days before the classroom observation. Unless identified as a deficiency in performance within an existing IDP, teachers will not be required to submit lesson plans to administrators except to comply with the provisions of this Section.

f. The observation must include a review of pupil engagement in the lesson that is observed.

g. In order to assure 1.e and 1.f above, the scheduled observation shall be no less than forty-five (45) minutes.

h. There shall be notice of each planned scheduled observation date given to the teacher at least five (5) work days prior to the observation unless the teacher and administrator agree to a change in the timeline. Upon such notice, the teacher will provide information relative to 1.e

and 1.f before the observation occurs.

i. The evaluator shall meet with the teacher before the observation for a pre- observation conference, which shall include discussion relating to explanation of the evaluation form, the teacher's explanation of the activity to be observed, what specific things the evaluator will be looking for, and any concerns the teacher may have.

j. Feedback on both l .e and l .f will be discussed during the post-observation meeting between the administrator conducting the observation and the teacher. The post-observation meeting shall be held no later than ten (l 0) work days after the observation occurred unless the teacher and administrator agree to an extension of the timeline. At the post-observation meeting, the teacher will be provided with written feedback on the observation on the post-observation feedback form. Failure to meet the ten (l 0) school day timeline negates this particular observation.

k. If the evaluation includes criticism resulting from the observation, feedback must be given to the teacher within ten (10) work days of such observation. The evaluator shall inform the teacher of performance area(s) that need to be improved together with suggestions for improvement. An Association representative may be present at the conference at the teacher's request.

l. There shall be at least two (2) classroom observations of a teacher in each school year that the teacher is evaluated and that are conducted at least 60 days apart. One evaluation shall occur in each semester of each school year.

m. Unscheduled observations shall be no less than twenty (20) minutes.

n. A mid-year performance update shall be provided to any teacher for whom there is a concern that he/she may be rated less than effective.

o. After two observations that contain concerns which may result in a less than effective rating, a teacher can request an observation by a different administrator, chosen by the district. This observation will be unannounced.

p. Nothing in this section will be construed to limit the ability of an administrator to walk into and observe a teacher's classroom at any time and to give feedback as to what was observed. Such walkthroughs will only be included in a year-end evaluation if all aspects of this section have been met.

2. The annual performance evaluation system will assign a year-end rating of "effective", "developing" or "needing support."

   The year-end evaluation determination and form shall be delivered at a meeting with the observing administrator and the teacher no later than May 1 of each year. In the event there is no year-end evaluation as described above, the teacher shall be deemed "effective" per the year-end evaluation determination.

3. Teachers may have an Association representative present at meetings or conferences between the teacher and the Administrator, held for the purpose of discussing a written evaluation report. Should the evaluation of a teacher prove unsatisfactory, the Association shall be made aware of that fact prior to the teacher's discussion with the administrator to review the evaluation.

4. Teachers who work less than sixty (60) days in any school year, who have an accumulated leave of absence from work during the school year amounting to a total of 50% or more of the scheduled school days in a school year, who have their evaluation results vacated through the grievance procedure, or are otherwise not evaluated due to extenuating circumstances the district deems applicable for exempting a teacher from the annual evaluation process, as agreed upon by the Association, shall not be provided an evaluation for that year. Said teachers shall receive the same rating they received in the prior year for the current year if it was conducted by the district. If the prior year evaluation was not conducted by the district, no rating shall be assigned.

5. Once a staggered schedule, agreed upon by the district and the Association, is created beginning in the 2024-2025 school year, if a tenured teacher has been rated "highly effective" or "effective" for the three (3) most recent consecutive year-end evaluations, they shall be evaluated every third year thereafter. If the subsequent year-end rating is not "effective" on an evaluation following the third year, the teacher shall be evaluated annually until receiving an "effective" rating for an additional three (3) consecutive years.

6. In addition to the above procedures (Sections B. 1-5), teachers who are evaluated with an IDP shall be provided the following:

   a. Specifically identified areas that need improvement.
   b. Specific performance goals, in writing, that will be used to assist in improving effectiveness for the next school year developed in consultation with the teacher. Specific performance goals shall be measurable and observable.

c. Training to be provided by the district to assist the teacher in meeting the goals of the IDP.
d. Assistance which may include time during the school day, material, resources, and/or consultant services to assist in meeting the goals of the IDP.
e. A mid-year progress report, supported with at least two (2) classroom observations (for teachers rated as less than effective), or one (I) classroom observation (1st year teachers in the district) conducted consistent with Section above and completed no later than February 1, that is used as a supplemental tool to gauge a teacher's improvement from the preceding school year and to assist in any needed additional improvement that is aligned with the existing IDP.
f. A mentor teacher.

7. Any non-compliance with the evaluation process as described above shall be subject to the grievance process.

8. All teachers shall have the right to submit a rebuttal to their evaluation which will be included in their personnel file and attached to the year-end evaluation.

9. The principal's, assistant principal's, or supervisor's records or observations shall not be referred to in the official evaluation unless the records or observations have been brought to the attention of the teacher or have been placed in the personnel file.

C. Rights of Tenured Teachers:

1. A tenured teacher who is rated as "needing support" shall have the following due process rights to challenge said rating:

    a. The teacher may request a review meeting of the evaluation and the rating to the district's superintendent. Such a request must be made in writing within 30 calendar days after the teacher is informed of the rating. Upon receipt of the request, the superintendent shall review the evaluation and rating and may make any modifications, as appropriate, based on the superintendent's review. A written response regarding the superintendent's findings must be provided to the teacher who requested the review no later than 30 calendar days after the receipt of the request of the review.
    b. If the written response does not resolve the matter, the teacher or the Association may request mediation though the Michigan Employment Relations Commission and provide a copy of that request to the administration.

i. The request must be submitted in writing within thirty (30) calendar days after the teacher receives the written response from the superintendent.
ii. Within fifteen (15) calendar days of receipt of the request for mediation, the district shall provide a written response to the teacher and the association confirming the mediation will be scheduled as appropriate.

2. A tenured teacher who receives two (2) consecutive ratings of "needing support" may demand to use the grievance procedure as outlined in Article XVI.

D. Training on evaluation system, tools, and reporting forms:

1. Within the first four weeks of the school year, the district shall provide necessary training to all teachers on the evaluation system, reporting forms, and other important components of the year-end evaluation process.

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ARTICLE XI

Reduction and Recall Notification

Bargaining unit employees who successfully complete a probationary period are entitled to continuous employment. Seniority shall mean continuous employment in the L'Anse Creuse Public Schools school district as a L'Anse Creuse Education Association bargaining unit employee. Seniority shall also accrue to bargaining unit employees who are on disability leave, Family Medical Leave Act (FMLA), bargaining unit employees who are on layoff status, bargaining unit employees on Association leave time for unpaid leave of absence, except as previously stated, shall not count toward seniority. The starting date for seniority credit shall be the first bargaining unit employee contract calendar day worked.

By February 21st of each school year, the Board, after consultation with the Association, shall publish and deliver to each building representative a copy of the revised seniority list. The Board shall also send an electronic copy and one (1) hard copy of the revised list to the Association. Using the criteria established in this section, the list shall contain the ranking of each bargaining unit employee and shall contain the number of years of seniority each bargaining unit employee has accrued. The list shall also contain the certification(s) of each bargaining unit employee. The list shall be binding in all cases involving seniority.

A. Reduction Procedure

When it is determined by the District that it is necessary to conduct a staffing and/or program reduction or any other personnel determination that results in the elimination of a position, said staffing decisions shall be based on retaining effective teachers. In the event there is a reduction of personnel, the parties will confer and in order to promote an orderly reduction in personnel, the following procedures will be used:

Counselors who are certificated teachers, pursuant to the Teacher Tenure Act, whether or not they have received tenure as a teacher, shall not be displaced by licensed counselors who are not certificated teachers, pursuant to the Teacher Tenure Act. Therefore, in the event of a reduction of counseling positions, non-certified licensed counselors shall be reduced prior to counselors who are certificated teachers. The non-certificated licensed counselors will be reduced based on Article XI, Reduction and Recall, Order of Reduction. If counseling positions still must be reduced and there are no non-certificated licensed counselors, the counselors who are certificated shall be reduced in the same order

The Superintendent or designee shall determine the positions proposed to be eliminated and shall meet with the Association President at least ten (10) days before the meeting at which the Board will consider proposed layoffs for the purpose of discussion and reviewing the proposed layoffs and related matters. Representatives from the Association will be present at the meeting where the notifications for reduction in staff are developed. The Association shall receive written copies of said notifications within five (5) days of their development.

Bargaining unit employee's being laid off between May 31st and the start of the school year shall receive a fifteen (15) calendar day notice, in writing. All other layoffs shall require a thirty (30) calendar day notice in writing.

Documentation to support State licensure, authorization, or certification requirements and additional hours shall be submitted to the Personnel Office by January 15th. A bargaining unit employee, however, may declare additional State licensure, authorization, or certification requirements, supported by proof of that State licensure, authorization, or certification, to the Personnel Office before August 1st to be considered for a vacated position. If such State licensure, authorization, or certification is not achieved, the bargaining unit employee shall not be employed for the vacated position.

B. Order of Reduction

In the event of layoff, the order of reduction for bargaining unit employees shall be as follows:

1. Non-certified bargaining unit employees, in positions that require certification, and temporary employees will be laid off first, provided there are certified and qualified bargaining unit employees to replace them as allowed by law.

2. If reduction is still necessary, then probationary bargaining unit employees, tenured bargaining unit employees, and bargaining unit employees in positions that do not require certification will be laid off based on the following:

    a. Bargaining unit members with the highest evaluation rating shall be retained. Evaluation ratings, highest to lowest, include Effective, Developing, Needing Support.

    b. Where evaluation ratings are the same, the bargaining unit members with the most years of experience in the grade level (elementary) or subject (secondary) shall be retained. Grade level credit for teaching in grades Pre-K through 5 shall count towards any “elementary vacancy.” Subject, at the middle school level shall be defined as any position relevant to the subject included in the vacancy (i.e., Math, Science, English, Social Studies, etc.). Subject at the high school level shall be defined as any position relevant to the subject included in the vacancy (i.e., Math, Science, English, Social Studies, etc.). For bargaining unit employees, in positions that do not required certification, years of experience shall be defined as years of experience in that position (i.e., Counselor, SLP, Social Worker, etc.). For counseling positions, years of experience shall also include grade level and/or subject area experience in the classroom. For specialized positions, as defined in Article XII, II. G. bargaining unit members with the specific experience and/or knowledge for the position, included in the most recent posting, shall be retained in order of seniority.

    c. Where evaluation ratings and years of experience are the same, the bargaining unit member with the highest seniority shall be retained. Where seniority is the same, the tie breaker number shall be used.

3. The Board shall give written notice of layoff by sending a registered letter or certified letter to the bargaining unit employee at his/her last known address. It shall be the responsibility of the bargaining unit employee to notify the Board of any change in address.

4. Bargaining unit employees, on the district insurance, who are laid off shall have insurance benefits continued and paid by the Board throughout the summer recess (August 31st) for layoffs that occur at the end of the school year. For layoffs that occur during the school year, bargaining unit employees shall have insurance benefits continued and paid for by the Board until the end of the month that follows the date of layoff. After that, a laid off bargaining unit employee may continue his/her insurance benefits in accordance with the Carrier’s layoff/benefit

continuation policy inclusive of paying the subscriber group rate premium for the Consolidated Omnibus Reconciliation Act of 1985 (COBRA).

5. The Association recognizes that the decision of the Board as to whether there shall be layoffs is final.

C. Recall Procedure

No positions shall be declared vacant to external applicants if there are people on layoff status who have the appropriate State licensure, authorization, or certification to be recalled to an available position.

1. If there are bargaining unit positions that are created and/or vacant, after voluntary transfers are completed, laid off bargaining unit employees who are certified and qualified or licensed for the position(s) will be given the first opportunity to fill such positions. Notification shall be given to all laid off bargaining unit employees and the vacancy or vacancies shall be filled based on the following:

    a. Bargaining unit members with the highest evaluation rating shall be offered the position. Evaluation ratings, highest to lowest, include Effective, Developing, Needing Support.

    b. Where evaluation ratings are the same, the bargaining unit members with the most years of experience in the grade level (elementary) or subject (secondary) shall be offered the position. Grade level credit for teaching in grades Pre-K through 5 shall count towards any “elementary vacancy.” Subject, at the middle school level shall be defined as any position relevant to the subject included in the vacancy (i.e. Math, Science, English, Social Studies, etc.). Subject at the high school level shall be defined as any position relevant to the subject included in the vacancy (i.e. Math, Science, English, Social Studies, etc.). For bargaining unit positions that do not require certification, years of experience shall be defined as years of experience in that position (i.e., Counselor, SLP, Social Worker, etc.). For counseling positions, years of experience shall also include grade level and/or subject area experience in the classroom. For specialized positions, as defined in Article XIII, II. G. bargaining unit members with the specific experience and/or knowledge for the position, included in the most recent posting, shall be offered the position in order of seniority.

    c. Where evaluation ratings and years of experience are the same, the bargaining unit member with the highest seniority shall be offered the position. Where seniority is the same, the tie breaker number shall be used.

2. Any laid off bargaining unit employee to whom notice of recall was sent by certified mail, return receipt requested, must notify the Board of the acceptance of the position within seven (7) calendar days of the date the recall notice was mailed from the Board Office. If the laid-off bargaining unit employee fails to accept the offered full time position, that bargaining unit member shall be dropped from the recall list.

3. It is the responsibility of the laid-off bargaining unit employee to notify the Personnel Office by certified mail, return receipt requested, of any change in his/her mailing address.

4. A laid off bargaining unit employee shall retain recall rights for a period of three (3) years following the layoff.

5. Recalled bargaining unit employees shall be notified by mail, sent certified, to the last known address as supplied by the bargaining unit employee to the Board. Failure to respond to the offer of employment within ten (10) calendar days after the receipt of said mailing shall result in the termination of employment. However, bargaining unit employees may refuse offers of less than full time or less than a full year of employment and still retain their placement on the recall list. A bargaining unit employee may, at his/her option, request removal from the recall list, for the school year relative to part-time positions. Once a bargaining unit employee has removed himself/herself from the recall list, the Board is not obligated to notify said bargaining unit employee of a part-time position for that school year. Any bargaining unit employee on leave is subject to the reduction in staff and recall procedures in this Article. Representatives from the Association will be present at the meeting where the notifications for recall are developed. The Association shall receive written copies of said notifications within five (5) days of their development.

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ARTICLE XII

Assignments/Vacancies/Transfers

I. Assignment Notification and Staffing

a. The Board and Association recognize that an optimum educational environment includes a bargaining unit employee who is working within his/her area of special competence and in the school setting best suited to his/her personal circumstances. In no case shall a bargaining unit employee be assigned outside the scope of his/her teaching certificate, endorsement, or license.

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

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

c. All bargaining unit employees shall be given written notice of their assignment for the forthcoming school year no later than June 1. For secondary bargaining unit employees, such notice shall include building, department(s), and a listing of probable courses to be taught. For elementary bargaining unit employees, such notice shall include building and grade level. For other bargaining unit employees, such notice shall include work locations and/or work schedule. Bargaining unit employees shall only be assigned in areas in which they are appropriately certified, licensed, or qualified. The method of notification may take the form of the publication or posting of the tentative building master schedule of each building for the following year, prior to the District Staffing and Assignment Process. In the event that changes are necessary, after the notice is given, the bargaining unit employee involved shall be notified promptly. Composition of the building master schedule is within the sole discretion of administration provided all bargaining unit employees are assigned within their certification, licensure, or qualifications and displacements from the building are not necessary. If displacements are necessary at the building level, then these displacements shall be done in accordance with the following criteria:

a. Bargaining unit employees with the lowest evaluation rating shall be displaced. Evaluation ratings, highest to lowest, include Effective, Developing, Needing Support.

b. Where evaluation ratings are the same, the bargaining unit employee with the least recency and length of service in the position by subject area or grade level shall be displaced.

c. Where recency and length of service are the same, the bargaining unit employee with the least seniority shall be displaced. Where seniority is the same, the tie breaker number shall be used.

II. Vacancies

A. A temporary vacancy shall be defined as a situation where an active position within the bargaining unit is unoccupied or will be unoccupied for thirty (30) or more school days and where the bargaining unit employee involved is expected to return before

the end of the school year, or where there are less than thirty (30) school days remaining in the school year. Temporary vacancies shall be filled, on a tentative basis, by a certified laid off bargaining unit employee on layoff in accordance with Article XI. If the laid off bargaining unit employee declines the temporary position, it may be offered to another certified laid off bargaining unit employee. During the term of employment in the temporary vacancy, he/she shall not be considered as recalled and his/her name shall remain on recall list. If a laid-off bargaining unit employee declines to accept a temporary position he/she shall remain on the recall list and not lose seniority nor his/her rights to collect unemployment compensation. Laid-off bargaining unit employees shall have twenty-four (24) hours after notification to accept an offer for a temporary position. The rate of pay for a laid-off bargaining unit employee assigned to a temporary vacancy shall be the permanent substitute rate per day for the first sixty (60) days. Upon reaching the sixty-first (61) day, the bargaining unit employee shall receive B.A. minimum salary. Upon reaching the ninety-first (91) day, the bargaining unit employee shall receive his/her regular teaching salary with the fringe benefits as specified in this Agreement.

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

B. After publication and posting of the building master schedules with teaching assignments for the forthcoming year, the term “vacancy” shall be defined as a position within the bargaining unit presently unfilled, including newly created positions. Any vacancy that occurs after the beginning of the school year shall be filled in accordance with Article XII, II. E, and II. F. A “vacancy” shall not include a position which is unfilled due to the leave of absence of a bargaining unit employee for less than a full school year and the bargaining unit employee is expected to return to the position following the leave of absence.

C. The Board shall publicize the vacancies by giving written notice to the Association President, posting the vacancy on the district website, and sending the posting, by email, to all bargaining unit employees. The vacancy shall be posted for at least ten (10) work days. If the posting is for a job that is new to the District, then a sufficient description of the job content shall be included in the posting as well as the requirement of the State Board for certification. No position shall be permanently filled until the expiration of the posting period. Vacancies which occur during the summer months, when regular school is not in session, will be listed on the district's web site for the posting period of five (5) work days and sent by email to the Association President.

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

E. When filling a posted vacancy that exists for the forthcoming year, after the building master schedules are complete, the District shall consider the professional qualifications, attainments, and other relevant factors of all applicants within the school district. Vacancies will be filled as follows:

1. Certified, licensed, or qualified bargaining unit employees from the recall list will be used to fill the vacancy in order of Article XI.

2. If there are no certified, licensed, or qualified bargaining unit employees on the recall list, all internal candidates, subject to Article XII, E. 4. with at least three (3) full year of employment with the district, who meet the certification, licensure, or qualifications for the position may apply and those that apply may be granted an interview. The vacancy shall be filled in accordance with the following criteria.

    a. Bargaining unit employees with the highest evaluation rating shall be placed into the vacancy. Evaluation ratings, highest to lowest, include Effective, Developing, Needing Support.

    b. Where evaluation ratings are the same, the bargaining unit employee with the most recency and length of service in the position by subject area or grade level shall be placed into the vacancy.

    c. Where recency and length of service are the same, the bargaining unit employee with the highest seniority shall be placed into the vacancy. Where seniority is the same, the tie breaker number shall be used.

3. If no certified, licensed, or qualified internal bargaining unit employees (with at least 3 years of employment with the district) apply for said vacancy, said vacancy may be publicly posted and outside applicants may be considered through the Board's existing employment policy.

4. A response, in writing, indicating whether their request for transfer has been approved or denied will be returned to the bargaining unit employee within ten (10) working days. If a request for transfer has been denied, the response will indicate the reason(s) for denial. The following shall constitute valid reasons for denial of a voluntary transfer:

    Bargaining unit employee is not certified;
    Bargaining unit employee is not licensed;
    Bargaining unit employee is not qualified;
    Bargaining unit employee is on an improvement plan;

Bargaining unit employee has been given or expects to be given a needing support rating in the current year;
Bargaining unit employee has less than three (3) full years of employment;
Position was filled by a bargaining unit employee with a higher evaluation rating; more recency and length of service, or more seniority;
Bargaining unit employee was reassigned during the creation of the Building Master Schedule and Assignment Process included in Article XII, I. c because of documented performance concerns:
Legitimate needs of the District.

F. Vacancies after August 1st and During the School Year

1. When vacancies and newly created positions in the professional staff are determined to exist, notices shall be prominently posted on the District's webpage for not less than three (3) business days prior to the closing date for filing application. A copy of said notice shall be sent to the Association President and by email to all bargaining unit employees at the time of posting.

2. The Association and the Board recognize that when vacancies occur after August 1st and during the school year it may be difficult to fill them from within the district without undue disruption to the existing instructional program. When such vacancies are determined to exist, the vacancies will be filled pursuant to Article XII, II. E. which requires vacancies to be awarded to qualified current bargaining unit employees who apply, subject to the reasons for denial pursuant to Article XII, II. E. 4. When the vacancy is filled from within the district, the Superintendent will authorize the reassignment or transfer when, in his/her reasonable judgment, the least disruption to the existing instructional program would take place, but in no case later than the beginning of the next school year.

G.

Vacancies for specialized positions that require specific experience and/or knowledge (such as Instructional Coaches and Behavioral Interventionists) will be filled through the interview process. Postings for these specialized positions must include the specific experience and/or knowledge necessary to be considered qualified for the position. Positions designated as specialized positions must be mutually agreed upon by the District and the Association.

III. Voluntary Reassignment/Transfer Requests

a. A voluntary transfer shall be defined as an assignment to a different grade, department, building, or position as a result of a bargaining unit employee-initiated request. Such requests shall be made in writing, using a preference form, by a date to be set by the District each year for the District Staffing and

Assignment Process and after the building, special education, and non-classroom assignment placements are finalized, All other bargaining unit employee-initiated requests, not a part of the District Staffing and Assignment Process, shall be made in writing no later than the expiration of the posting. One (1) copy shall be filed with the Director for Human Resources and one (1) copy shall be filed with the Association. The application shall set forth the reasons for the transfer, specify the grade, department, building, or position sought. A request for transfer or reassignment, for the District Staffing and Assignment Process, may be submitted even though an opening does not exist at the time. Voluntary transfers can be requested during the District Staffing and Assignment Process, during the summer when school is not in session, and for vacancies that occur at any time during the school year. If a bargaining unit employee desires to be considered for a vacancy that occurs after the District Assignment and Staffing process, the bargaining unit employee must apply for the vacancy.

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

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

IV. Involuntary Reassignment/Transfer

A.

An involuntary reassignment/transfer shall be defined as follows: (a) a change in department at the secondary level; (b) a change between grade levels TK-2 and grade levels 3-5 at the elementary level. (c) a change in building assignment, excluding elementary specials and ancillary positions (Speech Language Pathologist, Social Worker, Psychologist, Behavioral Interventionists) assigned by the Special Education Director; (d) a change within the Special Education Department such as change to learning disabled, emotionally impaired; (e) a change from classroom teacher to non-classroom assignment such as interventionist or literacy coach. Bargaining unit employees and the Association shall be provided five (5) work days' notice of the intention to involuntarily reassign/transfer the employee, and the notice shall specify the reasons for the transfer.

B.

An involuntary transfer and/or reassignment shall be made only in cases of emergency or legitimate needs of the district. The Director of Human Resources will notify, in writing, the affected bargaining unit employee of the reason(s) for the involuntary transfer and/or reassignment. A transfer or reassignment will be considered involuntary if the bargaining unit employee did not formally apply for the same. Involuntary transfers shall be done in accordance with the following

criteria but, when involving transfers within only one building, shall be limited to the impacted subject areas, grade levels or positions:

Bargaining unit employees with the lowest evaluation rating shall be involuntarily transferred. Evaluation ratings, highest to lowest, include Effective, Developing, Needing Support.

Where evaluation ratings are the same, the bargaining unit employee with the least recency and length of service in the position by subject area or grade level shall be involuntarily transferred.

Where recency and length of service are the same, the bargaining unit employee with the least seniority shall be involuntarily transferred. Where seniority is the same, the tie breaker number shall be used.

INVOLUNTARY TRANSFER EXAMPLES:

Elementary:

Example within building

2nd grade section is eliminated and 4th grade section is added. Involuntary transfer of 2nd grade teacher to 4th grade done accordance with

2nd grade eliminated and 1st/2nd grade split is added. This is not considered an involuntary transfer.

Example including more than one building

3rd grade eliminated at one building. Involuntary transfer of teacher to an open position in another building will include all building teachers and done in accordance with Article XII, IV. B.

Secondary:

Example within building

Additional two (2) sections of Math and two (2) less sections of Science are necessary. Only Math/Science certified teachers, if possible, shall be involved in the involuntary transfer and it shall be done in accordance with Article XII, IV. B. If there are no Math/Science certified teachers within the building, more than one involuntary transfer may be necessary and more than two departments may be involved. The involuntary transfer shall be done in accordance with Article XII, IV. B.

Example including more than one building

One less English teacher necessary at a middle school. Involuntary transfer from this middle school to an open position shall be based on certification necessary for the position being transferred to and done in accordance with Article XII, IV. B.

C.
The District will return the bargaining unit employee to his/her previous building assignment no later than the following school year if the position is vacant and the bargaining unit employee was not transferred in accordance with Article XII, IV. D and assuming that a request is made to the Human Resource Director not later than March 1, on a designated form.

D.
Notwithstanding the above, certain transfers and reassignments may be made by the District when in its judgment the bargaining unit employee is not as effective in a particular position as he/she would be in another, based on observation and evaluation data. Such transfers and reassignments would be considered involuntary as defined above.

E.
An involuntary transfer from a general education to a special education position shall not take place until the special education position is posted internally and externally and the position is unable to be filled.

V. Part-Time/Shared Assignments/Miscellaneous

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

b. Part-time bargaining unit employees will be required to attend District Provided Professional Development and staff meetings on a percentage basis according to their proportion of a full-time assignment. A bargaining unit employee may attend all of the District Provided Professional Development, with approval from the Director for Human Resources, and will be paid his/her per diem rate for all District Provided Professional Development attended beyond the required percentage.

c. Shared Assignment - Bargaining unit employees may select job sharing, by application to the Human Resources Office, and upon the approval of the administration, pair a teaching assignment.

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

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

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

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

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

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

f. The Board shall not participate in any form of multi-district pre-kindergarten through grade twelve consortium in order to delegate, transfer, or receive services or functions of the kind and nature currently being provided by the employees of the Association's bargaining unit. No L'Anse Creuse bargaining unit employee will be displaced and/or laid off due to L'Anse Creuse students transferring to classes offered by any other member districts of that consortium. L'Anse Creuse shall be the employer of record for all L'Anse Creuse bargaining unit employees. This provision is not applicable to the Juvenile Justice Center staff.

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

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ARTICLE XIII

Leaves

A. Paid Time Off (PTO)

1. At the beginning of each school year, bargaining unit members working ¾ (three quarters) of a day or more shall be credited thirteen (13) PTO days. Bargaining unit members working less than ¾ (three quarters) of a day shall be credited with six and one-half (6 ½) PTO days.

   Beginning in the 2026–2027 school year, if a bargaining unit employee works less than the full school year, including due to paid or unpaid leaves, retirement, resignation, or termination, the bargaining unit employee's annual PTO allowance will be reduced by 1.3 days for each month of the school year (September through June) in which the bargaining unit employee is not working. Staff that work less than ¾ of a day will realize a reduction of .65 days for each month of the school year (September through June) in which the bargaining unit employee is not working.

   Because PTO may only be deducted in full or half (0.5) day increments, the deduction will be rounded to the nearest half day at the time the reduction is applied. The rounded amount will be removed from the bargaining unit employee's PTO bank. If the bargaining unit employee does not have sufficient PTO in their bank to cover the rounded deduction, the remaining amount will be deducted from the bargaining unit employee's pay at the per-diem rate. The rounding rule will be applied as follows:

   - .65 – .74 → 0.5 day
   - .75 – 1.24 → 1.0 day
   - 1.25–1.74 → 1.5 days
   - 1.75–2.24 → 2.0 days, etc.

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

   Bargaining unit members working less than ¾ (three quarter) of a day will be charged for a ½ (half) day each time they are absent. Bargaining unit members working ¾ (three quarters) of a day or more will be charged for a full day.

   PTO days may be used by bargaining unit members for emergency situations, family or personal reasons, illness, disability, which shall include all disability caused or contributed to by pregnancy, miscarriage, childbirth, or related medical conditions; medical treatment of the member of the bargaining unit; or serious illness of a member of the immediate family of the bargaining unit member.

(Immediate family shall be interpreted as: mother, mother-in-law, father, father-in-law, step parent, wife, husband, child, sister, and brother; or the family unit living in the bargaining unit employee's household).

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

No PTO days shall be granted:

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

Employees will be able to use up to five (5) PTO days for the purpose of a vacation with appropriate notice to and approval of the Board or its designee. Employees may not take advantage of this benefit more than one time every five (5) years.

2. The Board shall maintain records of all PTO days. On or before the first pay period in October, the Board shall provide a written statement to each bargaining unit employee of his/her number of accumulated PTO days earned through the

last school day of June of the previous school year. In the event legislation allows the application of PTO day accumulation toward retirement, all days shall be made applicable for retirement purposes including those beyond two hundred twenty (220).

3. Upon the termination of services with the school district, bargaining unit employees with more than twenty (20) PTO days accumulated shall be paid for all unused PTO days beyond the twenty (20) to a maximum pay out for two hundred (200) PTO days. The rate of pay shall be seventy-five dollars ($75.00) per day.

   At the end of the 2025-2026, 2026-2027, 2027-2028 school years, teachers may sell back up to 10 PTO days from their accumulated PTO days at a value of seventy-five dollars ($75.00) per day. Bargaining unit employees may take advantage of this opportunity in either or both of those years. In order to be eligible to sell back the days, a bargaining unit employee must have no less than twenty days accumulated <u>after</u> selling back the accumulated days.

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

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

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

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

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

indicated by additional writing by a qualified M.D. or D.O., supports such extensions.

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

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

6. Upon approval, a bargaining unit employee whose projected leave time is abandoned due to serious changes in his/her economic or personal status shall be granted the next available teaching position or will be placed in a position currently held by a temporary employee. If neither of the above positions are available, the bargaining unit employee will be granted permanent substitute status. The employee will be compensated at his/her contractual salary with full health, vision, and dental benefits. The employee will accrue seniority and receive prorated PTO days.

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

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

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

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

9. Family and Medical Leave Act (FMLA)

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

B. Professional and Personal Leave

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

1. Approved visitation (approved in writing by the Superintendent) at other schools or for attending educational conferences or conventions.

2. Absence when a bargaining unit employee is called for jury duty.

3. Time necessary to take selective service physical examination.

4. Court appearances as a witness in any case connected with the bargaining unit employee's employment or the school.

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

5. Five (5) days shall be allowed for the death of a member of the immediate family. (Immediate family shall be interpreted as mother, father, mother-in-law, father-in-law, spouse, and child of either spouse). Three (3) days shall be allowed for the death of other family members (sibling of either spouse,

grandparent of either spouse, grandchildren of either spouse, aunt or uncle of either spouse, or step relations of the employee, or a person living in the bargaining unit employee's household). Two (2) additional days may be allowed, if necessary, and charged to PTO leave. One (1) day shall be allowed for the death of an employee's son-in-law and daughter-in-law. One (1) additional day may be allowed, if necessary, and charged to PTO leave. PTO days may be non-consecutive and must be used within a twelve (12) month period following the death unless there are extenuating circumstances. One (1) day leaves may be granted for funerals of others than those persons defined above and will be charged to PTO leave. These PTO days will be the non-weekend days following the death. If any part of this leave occurs during a non-paid break such as summer, those leave days will be non-paid.

6. Up to three (3) days will be allowed for emergency situations such as disasters (fires, severe storm damage, etc.) to personal property and will be charged to PTO leave.

7. A bargaining unit employee who holds an elected governmental office may be released from their teaching duties up to ten (10) workdays per year provided the governmental entity reimburses the Board for the cost of providing a substitute teacher.

8. A probationary teacher absent from work due to communicable disease(s) in his/her school(s), such as, but not limited to, mumps, scarlet fever, measles, chicken pox, scabies, and lice, shall suffer no loss of compensation and will not be charged with loss of PTO leave days up to a maximum of five (5) days.

9. Bargaining unit employees have the opportunity to earn bonus days throughout the school year. They may earn bonus days in the following two ways:

    a. Subbing for another bargaining unit employee during prep period. In this case, bargaining unit employees would have two options of compensation.

        - $50 / class period per contract, or;

        - Apply each class period worked toward earning a “Bonus Day” of leave to be used at the bargaining unit employee’s discretion during the school year. Six class periods worked = One Bonus Day. Three class period worked= one half bonus day.

- Bargaining unit employees can choose to be paid or apply time worked toward a Bonus Day. Bargaining unit employees can choose to go back to traditional payment if desired.

b. Bus Duty for Elementary bargaining unit employees.

- Elementary bargaining unit employees will continue their regular rotating bus duty schedule at their building. However, bargaining unit employees also have the option to volunteer to stay late with students. The number of bargaining unit employees that are needed to stay with children will vary depending on the number of busses that are late as well as the number of students assigned to each bus. Number of bargaining unit employees needed is determined by building administration.

- If bargaining unit employees are needed to stay past the contractual 30 minutes <u>(31- 60 minutes)</u> they will receive 30 minutes toward a bonus day or $60.00.

- If the bus is more than an hour late <u>(61 + minutes)</u> the bargaining unit employee will receive an additional 60 minutes toward a bonus day or $75.00. No bargaining unit employee will be required to stay more than 90 minutes after the contractual day.

Bargaining unit employees that elect to save bonus days should note the following:

a. Bonus Days can be used on any day except the last week of school.

b. Half day bonus days can only be used on a district half day, as defined on the district calendar. They cannot be used to take off half of a full day.

c. Bonus Days will appear as separate balance in AESOP leave balances.

d. Bonus Days available in leave balances three weeks after day is earned.

e. Unused Bonus Days will not roll over into the next school year, but will be paid out at the end of the year at the rate of $100 per day.

f. Bargaining unit employees can earn a max of five Bonus Days per school year. Bonus days earned over five for subbing and/or bus duty will be paid at the contractual rate of fifty dollars ($50.00) per hour.

g. Bonus Day balances at severance will be paid out as PTO days at the contract rate.

h. Bonus days cannot be used in conjunction with a PTO day to extend a break.

i. Bargaining unit employees will earn credit for a bonus day for subbing on their prep regardless of the length of the class period. If you miss your prep, you miss your prep regardless of the length of the class period.

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

C. Leaves of Absence

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

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

2. Leaves of absence of not more than two (2) years without pay shall be granted upon written request to Human Resources to any bargaining unit employee to serve in public office. Seniority and increment shall not accrue on such leaves.

3. Leaves of absence of not more than two (2) years without pay shall be granted upon written request to Human Resources for the purpose of holding elected or appointed office in the MEA-NEA, or an affiliate of MEA-NEA. Seniority and increment shall accrue on such leave.

4. A leave of absence shall be granted to any bargaining unit member for the purpose of childcare, including adoption and guardianship. Said leave shall commence upon request of the bargaining unit member. It is further provided that:

    a. The reinstatement shall be to the bargaining unit employee's same position or similar position.

    b. The initial leave period may be for the duration of the semester when leave was granted plus two (2) consecutive semesters excluding the summer. The leave may be extended up to a total of three (3) years by written request of the bargaining unit employee.

    c. In the event of the death of the object child of the leave, the leave of absence may be terminated upon request of the bargaining unit member. If a position is not available, the bargaining unit employee will be granted permanent substitute status with full employment benefits.

    d. Leaves of absence with pay, chargeable against the bargaining unit employee’s allowance, shall be granted upon notification to the Human Resources office one week prior to the anticipated absence, except in emergency situations for time necessary to adopt a child. This is limited to the use of the individual’s own sick days to a maximum of three (3) weeks.

5. Return from leaves of absence shall be in accordance with the procedure in Article XII, A. 5 and 6.

6. Military Leaves

    a. Long-Term Military Leaves

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

b. Short-Term Military Leaves

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

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

A bargaining unit employee shall file a leave request along with a copy of their military orders.

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

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

c. Emergency Call-Up Leaves

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

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

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

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

8. Section C, leaves of absence of not more than three (3) years without pay may be granted to any bargaining unit employee upon written request to Human Resources for purposes of serving in a supervisory or executive position within the school district. Seniority and increment shall not accrue on such leaves. This leave cannot be extended. This leave can be granted only one time to an individual bargaining unit employee.

9. Bargaining unit employees filling a Juvenile Justice Center summer position of not less than four (4) additional weeks will receive one (1) additional PTO day per year.

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ARTICLE XIV

Insurance Protection

A.
The Board shall provide all insurance benefits listed in Section A. for a full twelve-month period of each school year for all bargaining unit employees in the bargaining unit, except for those bargaining unit employees electing benefits under Section B. below. Such benefits shall be provided to each bargaining unit employee and his/her dependents, as defined by MESSA. Coverage for medical, dental, and vision shall be provided to dependents until age twenty-six (26) as defined by MESSA. Coverage will be as follows and bargaining unit members may select option 1, 2, or 3:

1. MESSA ABC Plan 2 with 3 Tier RX
2. MESSA ABC Plan 2 with 5 Tier RX
3. MESSA ABC Plan 2 with 5 Tier RX and 20% Coinsurance

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

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

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

2a. MESSA/Delta Dental Plan E, including the 007 orthodontic rider with no coordination of benefits, or

2b. MESSA/Delta Plan C, including the 03 orthodontic rider with internal and external coordination of benefits.

3. MESSA Term Life Insurance in the amount of sixty thousand dollars ($60,000) for the bargaining unit employee only. Such insurance protection shall be paid to the bargaining unit employee's designated beneficiary. In the event of accidental death, the insurance will pay double the specified amount; in the event of accidental dismemberment, the insurance will pay according to the schedule.

4. MESSA Plan VSP-2 Silver Vision Insurance including internal and external coordination of benefits.

B.

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

1a. MESSA/Delta Dental Plan Auto Plus, including the 008 orthodontic rider with no coordination of benefits, or

1b. MESSA/Delta Plan C, including the 03 orthodontic rider with internal and external coordination of benefits.

2. MESSA Term Life Insurance in the amount of seventy thousand dollars ($70,000.00) for the bargaining unit employee only. Such insurance protection shall be paid to the bargaining unit employee's designated beneficiary. In the event of accidental death, the insurance will pay double the specified amount; in the event of accidental dismemberment, the insurance will pay according to the schedule.

3. MESSA Dependent Term Life Insurance in the amount of ten thousand dollars ($10,000.00) for each bargaining unit employee's spouse and five thousand dollars ($5,000.00) for each dependent child as defined by MESSA.

4. MESSA Plan VSP-3 Gold Vision Insurance including internal and external coordination of benefits.

5. Each bargaining unit employee will receive a cash option in lieu of Health Insurance in the amount of $1200 total, payable in monthly installments. If at least 55 people select the cash option, the amount will be raised to $2,400 total, payable in monthly installments. If at least 65 people select the cash option, the amount will be raised to $3,600 total, payable in monthly installments.

C.
The Board shall provide, without cost to the bargaining unit employees MESSA Plan II Long-Term Disability Insurance for each bargaining unit employee. Benefits shall be paid at sixty-six and two-thirds percent (66-2/3%) of salary to a monthly maximum of six thousand dollars ($6,000) and shall begin after expiration of ninety (90) calendar days.

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

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

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

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

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

G.

1. It is understood that, notwithstanding the rules or regulations of the insurance carrier(s), the Board shall guarantee the level and inclusion of all provisions of the insurance benefits as of September 1, 1990.

2. In the event that any insurance benefit is adjusted by action of the courts, the legislature, or the Insurance Commission, the Board shall meet with the Association for purposes of renegotiating the affected insurance benefit(s).

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

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

1. All insurance protection plans in Article XIV shall be continued for the months of July and August for a bargaining unit employee who has been granted an unpaid leave of absence for the next school year. A bargaining unit employee who voluntarily resigns or retires or a bargaining unit employee on unpaid leave of absence, if he/she chooses, can pay the appropriate premiums and still be covered under any and all group plans, pursuant to the provision of the Consolidated Omnibus Budget Reconciliation Act of 1985. Payment shall be made in accordance with COBRA rules.

2. The Board shall continue to provide insurance benefits listed above for ninety (90) days following the layoff of any bargaining unit employee. A bargaining unit employee on layoff status, if he/she chooses, can pay the appropriate premiums and still be covered under any or all group plans as per COBRA regulations. Payment shall be made in accordance with COBRA rules.

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

K.
For the teachers that are job sharing, the Board will pay no more than the cost of one (1) set of MESSA Plan A insurance benefits for one assignment. Each teacher involved may select MESSA Plan A or Plan B benefits. Any teacher selecting Plan A will be covered under option 1, 2, or 3.

1. If both select Plan A, each shall pay the cost over and above one-half of the premium for Plan A.

2. If both select Plan B, there will be no additional cost for either member.

3. If one selects Plan A and the other selects Plan B, the teacher selecting Plan A shall pay the premium cost of Plan B. The member selecting Plan B will have no additional cost.

4. If one selected neither Plan, there shall be no cost to the other member who may select either Plan.

5. For bargaining unit employees working less than a full day but not job sharing, insurance benefits will be prorated unless they choose Plan B for which there will be no cost to the bargaining unit employee.

The district premium contribution for bargaining unit employees working less than full time shall be in accordance with the chart below:

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

Full time member equivalency will be considered for the stipend in lieu of health insurance (Article XIV, B. 5.)

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

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ARTICLE XV

Protection of Bargaining Unit Employees

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

B.
Any case of assault and/or battery upon a bargaining unit employee by a student or other party during the course of that bargaining unit employee's performance of his/her professional duties shall be promptly reported to the Board or its designated representative. If a student is involved, said student shall immediately be removed from the school program and placed under the direct charge of the appropriate designated authority with suspension as soon as arrangements can be completed for said student's safe deposit at home. Said suspension to continue until appropriate action is taken. If another party is involved, the Board and/or Administration will aid the bargaining unit employee, when reasonable. Upon request the Board will provide legal counsel to advise the bargaining unit employee of his/her rights and obligations with respect to such assault.

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

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

E.
Bargaining unit employees shall exercise reasonable care with respect to the safety of pupils and property. Within such reasonable care, the bargaining unit employee shall not be held individually liable for any damage or loss to person or property.

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

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

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

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

J.
No later than the first week of each school year each building administrator will post, distribute, and discuss with the teaching staff district Board policy concerning discipline. The means of developing positive student behavior will be part of that discussion.

K.
Bargaining unit employees shall not be required to transport students during the school day except in emergency situations.

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

M.
Bargaining unit employees shall not be required to administer medication to students except in emergency situations.

N.
The Administration will provide Board approved training for regular education bargaining unit employees receiving handicapped students, and all bargaining unit employees having to serve medically fragile students. When the school district receives a

medically fragile student who requires extraordinary care, representatives of the Board and the Association shall meet to establish an appropriate plan for medical concerns.

O. Discipline

A bargaining unit employee may only be disciplined for a reason which is not arbitrary or capricious. The term "discipline" as used in this Agreement includes warnings; reprimands; suspensions with or without pay; reductions in rank, compensation, or occupational advantage; discharges or other actions of disciplinary nature. Any such discipline shall be subject to the grievance procedure, hereinafter set forth, including arbitration.

For discipline that involves the discharge or demotion of a tenured teacher or the non-renewal of a probationary teacher, the mandates, standard and procedures of the Michigan Teachers' Tenure Act, MCL 38.71, et seq., shall apply.

The discharge or nonrenewal of a probationary teacher shall not be subject to the grievance procedure.

Progressive Discipline

The Board recognizes the value of progressive correction which normally begins with formal counseling, and when appropriate, the affected bargaining unit employee will be notified in writing of alleged violations together with suggested corrections for improvement.

A program of progressive discipline shall be followed, except for severe offenses that require the acceleration of discipline as stated below. The following progression of discipline shall be followed, for each unrelated alleged violation, prior to the imposition of any other economic discipline on any bargaining unit employee:

1. Verbal and/or Written Warning
2. Written Reprimand
3. Suspension without pay
4. Discharge

No suspension shall adversely affect any other rights or benefits under this Agreement. The parties recognize that the severity of an offense may provide for the acceleration of the above progression of discipline.

In the event a bargaining unit employee is disciplined and receives one of the forms of Progressive Discipline defined above, that bargaining unit employee's evaluation rating will not be reduced based solely on the discipline. The evaluation rating may, however, be impacted if the subject of the discipline is directly related to the domains within the evaluation tool.

If it is determined that the bargaining unit employee has engaged in an offense, infraction, misconduct, or other behavior warranting discipline, the administration's decision as to the level of discipline shall be guided by principles including but not limited to the following:

a. The adequacy and credibility of the evidence derived from investigation.

b. The seriousness of the offense, infraction or misconduct.

c. The bargaining unit employee's prior disciplinary and/or employment record.

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ARTICLE XVI

Grievance Procedure

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

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

C.
If, as a result of the informal discussion with the principal or supervisor, a grievance still exists, the grievant may after five (5) school days and no later than ten (10) school days of the oral initiation invoke the formal grievance procedure through the Association, using the proper forms, signed by the grievant and a representative of the Association. A copy of the grievance form shall be delivered to the principal or supervisor. If the grievance involves more than one (1) school building, it may be filed with the Director for Human Resources.

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

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

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

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

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

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

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

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

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

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

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

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ARTICLE XVII

Bargaining Unit Employee Educational Improvement

A.
The parties support the principle of continuing training of bargaining unit employees.

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

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

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ARTICLE XVII

Sabbatical Leave

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

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

1. Applicant must have seven (7) consecutive years of satisfactory service as a full-time employee in the L'Anse Creuse Public Schools. Absence from service for a period of not more than one (1) year under leave of absence without pay, granted by the Board of Education for professional improvement or restoration of health, shall not be deemed a break in the continuity of service in computing the seven (7) consecutive years.

2. Subsequent sabbatical leaves may be authorized after eligibility has been reestablished by service of an additional seven (7) consecutive years of satisfactory service as a full-time employee.

3. A sabbatical leave may be granted for a period of not less than one (1) full semester nor more than two (2) full consecutive semesters.

4. As a condition of receiving final approval for sabbatical leave, a staff member shall file a written agreement stipulating that he/she will remain in the service of the L'Anse Creuse Public Schools for a period of two (2) years after expiration of said leave.

5. Application must be made by March 31, prior to the school year for which leave is requested.

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

1. Approval of a sabbatical leave shall be contingent upon securing an employee qualified to assume the applicant's duties.

2. A sabbatical leave once granted may not be terminated before the date of expiration except as otherwise provided herein or agreed upon by the Superintendent of Schools.

3. The Board of Education reserves the right to reject any or all requests for sabbatical leave of absence.

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

1. The compensation for the staff member on sabbatical leave shall be one- half (1/2) of the salary he/she would receive if on active staff status for the period in which the leave is effective.

2. Payment of salary to a staff member on sabbatical leave shall be made in accordance with the provisions of the Board of Education for payment to other members of the professional staff.

3. A term of sabbatical leave shall entitle an employee to an automatic salary schedule increment at the beginning of the next fall year of school following his/her return to service in the system.

4. The regular PTO leave policy shall apply to an employee on sabbatical leave.

5. A sabbatical leave granted to a regular employee of the professional staff shall also operate as a leave of absence without pay from all other school activities.

6. Any employee granted a leave of absence pursuant to this policy may be required to perform such services and to engage in such activities during the leave as the Superintendent of Schools and employee may agree upon in writing.

7. Bargaining unit employees on sabbatical leave shall be allowed credit toward retirement for the time spent on such leave in accordance with rules and regulations established by the Boards of Control of the Public School Employee's Retirement Funds.

8. An employee shall not be considered as having completed the requirements of the sabbatical leave until a final report has been approved by the Superintendent of Schools and transmitted to the Board of Education.

9. A bargaining unit employee upon return from sabbatical leave shall be restored to his/her teaching position, or similar position, or to a position of benefit to the public schools as approved by the Superintendent. A bargaining unit employee returning from sabbatical leave shall be subject to the layoff/recall procedure as outlined in this Master Agreement.

10. Said bargaining unit employee shall be entitled to participate in any other benefits that may be provided for by rules and regulations of the Board of Education made pursuant to law.

11. If an employee completes the planned program of leave, but does not return to service in the L'Anse Creuse Public Schools, he/she shall, within two (2) years repay, to the Board of Education the amount received by him/her during the sabbatical leave.

12. If an employee does not remain in the L'Anse Creuse Public Schools for two (2) years immediately following his sabbatical leave, he/she shall within two (2) years repay to the Board of Education the same fraction of the amount granted as that fraction of the two (2) years of unfilled period of service.

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

ARTICLE XIX

Professional Responsibility

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

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

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

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ARTICLE XX

Duration of Agreement

This Agreement shall be effective as of March 16, 2026 until August 31, 2028. This Agreement shall not be extended orally, and it is expressly understood that it shall expire on the date indicated.

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ARTICLE XXI

Separation Clause

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

L'Anse Creuse Public Schools

By:_____

Date: _____

Anita Dzieszkowski
Director for Human Resources
L'Anse Creuse Public Schools

MEA-NEA, L'Anse Creuse

By: _____

Date: _____

Kelly McDevitt
President
MEA-NEA, L'Anse Creuse

Date of Ratification: March 16, 2026

Board of Education, President

By: _____

Date: _____

Board of Education, Secretary

By: _____

Date: _____

LETTER OF AGREEMENT #1

Fulbright Leave

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

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

1. Applicant must hold a life, permanent, continuing or professional education certificate.

2. Applicant must have seven (7) consecutive years of satisfactory service as a full-time employee in the L'Anse Creuse Public Schools. Absence from service for a period of not more than one (1) year under leave of absence without pay, granted by the Board of Education, shall not be deemed a break in the continuity of service in computing the seven (7) consecutive years.

3. An exchange leave may be granted for a period of not less than one (1) full semester nor more than two (2) full consecutive semesters.

4. As a condition of receiving final approval for exchange leave, a staff member shall file a written agreement stipulating that he/she will remain in the service of the L'Anse Creuse Public Schools for a period of two (2) years after expiration of said leave.

5. Application must be made by March 31, prior to the school year for which leave is requested.

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

1. Approval of an exchange leave shall be contingent upon securing a Fulbright exchange teacher certified to assume the applicant's duties.

2. An exchange leave once granted may not be terminated before the date of expiration except as otherwise provided herein or agreed upon by the Superintendent of Schools.

3. As of May 1, there are no teachers who are projected to be on layoff status.

4. The Board of Education reserves the right to reject any or all requests for participation in the Fulbright Teacher Exchange Program.

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

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

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

2. Payment of salary to a staff member on exchange leave shall be made in accordance with the provisions of the Board of Education for payment to other members of the professional staff. A teacher on exchange leave shall continue to have payroll deductions according to Article IV, A. of this Master Agreement.

3. Seniority and increment shall accrue on an exchange leave.

4. Any employee granted a leave of absence pursuant to this policy may be required to perform such services and to engage in such activities during the leave as the Superintendent of Schools and employee may agree upon in writing.

5. Teachers on exchange leave shall be allowed credit toward retirement for the time spent on such leave in accordance with rules and regulations established by the Boards of Control of the Public School Employee's Retirement Funds.

6. An employee shall not be considered as having completed the requirements of the exchange leave until a final report has been approved by the Superintendent of Schools and transmitted to the Board of Education.

7. A teacher upon return from an exchange leave shall be restored to his/her teaching assignment based upon seniority and certification. A teacher returning from exchange leave shall be subject to the layoff/recall procedure as outlined in this Master Agreement.

8. If an employee completes the planned program of leave, but does not return to service in the L'Anse Creuse Public Schools, the employee shall, within two (2) years, repay to the Board of Education the amount received by him/her during the exchange leave.

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

LETTER OF AGREEMENT #2

SUMMER SCHOOL PRINCIPAL TEMPORARY ADMINISTRATIVE POSITION

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

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

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

LETTER OF AGREEMENT #3 - RESTRUCTURED SCHOOL DAY

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

1. The student day will be extended by four (4) minutes each day and reduced by 60 minutes on the restructured Wednesdays. On the restructured Wednesdays, the bargaining unit employee's day will be extended 15 minutes for a total of 75 minutes of professional work time. At the elementary level, by a majority vote of the building staff, the 75 minutes of professional work time can occur before the start of the bargaining unit employee day.
2. Professional work time on Wednesdays may include school improvement, department/grade level meetings, PBIS, individual planning time.
3. The restructured day schedule will be created at the district level and shall be mutually agreed upon by both parties.
4. A minimum of thirteen (13) restructured days in 2026-2027 and 2027-2028 will be scheduled as individual planning time. Of the remaining restructured days, four (4) more days than scheduled in the 2025-2026 school year will be scheduled as department/grade level meetings.
5. Part-time bargaining unit employees will attend professional work time on a percentage basis, mutually agreed upon with the building administrator.
6. The building school improvement team will create a plan for the relevant use of the restructured time and determine the agenda for the building staff.
7. Beginning with 2022-2023, the normal weekly teaching load for bargaining unit employees at the high school level shall consist of twenty- five (25) periods of instruction per week and no more than 304 minutes per day of bargaining unit employee student contact time on Monday, Tuesday, Thursday and Friday and 24 minutes on Wednesday if needed to comply with state mandates.
8. Student contact time at the elementary level shall not exceed 339 minutes per day for kindergarten through grade 5 including pre-school and T.K on Monday, Tuesday, Thursday and Friday and 279 minutes on Wednesday if needed to comply with state mandates. Bargaining unit employees at the elementary level shall be guaranteed a minimum of 300 minutes of preparation time per week and a guaranteed minimum of one preparation period per day.

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

At the end of the 2025-2026 school year and each succeeding year of the contract, the parties will meet to review this letter to look at possible modifications if necessary. Nothing in this agreement will be deemed as setting precedent.

Attachment

SICK BANK INFORMATION

Revised 7/1/2011

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

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

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

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

5. Application Procedure:

   a. Go to the L'Anse Creuse Association Web site www.iammea.Org/lcea for the form and directions.

   b. Contact the L'Anse Creuse MEA-NEA L'Anse Creuse, Sick Bank Chairperson if you have any questions.

   c. A doctor's statement is required. The doctor's statement should include:

      1. The nature of the illness or disability

2. The initial date of illness or disability, and
3. The projected loss of work time

d. When prior knowledge of a disability is foreseen, a bargaining unit employee should forward their application to enter the sick bank at least thirty (30) days before the date to take effect. In cases where an illness or disability does not allow the bargaining unit employee thirty {30) days' notice, the teacher should file the application as soon as is reasonably possible.

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

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

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