

Master Agreement

between

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

2025-2027

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AGREEMENT

This agreement entered into the 7th day of May, 2025, by and between the **BOARD OF EDUCATION OF THE LAPEER COMMUNITY SCHOOLS**, Lapeer County, Michigan, hereinafter called the "Board" and the **LAPEER EDUCATION ASSOCIATION**, hereinafter called the "Association".

WITNESSETH

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

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

It is agreed:

ARTICLE 1 RECOGNITION

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

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

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

C. **Freedom to Work**

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

In the event of any legal action against Lapeer Community Schools, its Board of Education,

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

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

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

D. Payroll Deductions

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

Deductions for Union Dues

It is presumed that each deduction of Union membership dues will stay consistent each month for each employee, as fluctuating dues creates a burden on the Employer in enforcing dues deductions. If Union membership dues fluctuate, then the Employer and Union shall bargain over a uniform schedule of dues owed by employees that will enable the Employer to comply with the terms of this Article.

1. During the term of this Agreement, the Employer will deduct union dues from the pay of each employee who is a union member when this agreement starts, or who joins after the agreement becomes effective. However, the deduction will only occur if the Employer has a written authorization at the time of deduction.
2. Deductions under each properly executed authorization shall become effective with the last pay period of the month after the month in which the authorization is received by the Employer, and shall be made from the last pay period of each month thereafter for the months September – June. The amounts to be deducted shall be certified to the Employer by the Union. The aggregate deductions for Union dues of all employees authorizing the same shall be remitted to the Union accompanied by an alphabetized list of employees from whom deductions have been made. All remittances shall be made within ten (10) days after the deductions are made. An itemized statement of all deductions and dues shall be furnished to the Union with each remittance.
3. The Employer will deduct in any month only the Union membership dues becoming due in that month.

4. If a dispute arises as to whether or not an employee has become a member of the Union, or is continuing membership in the Union, the District and the Union agree to meet and confer if necessary to discuss the employee's membership status within the Union.
5. If any dues shall be deducted from the pay of any employee and paid to the Union and the employee does not owe such dues, the Union shall refund such dues. The Employer shall not be liable for any refund of dues.
6. **Revocation of Payroll Deductions Authorizations** - Payroll deduction authorizations shall be revocable, at any time, but only by signed authorization (hard copy or electronic) to both the Employer and Union.
7. **Indemnification** - The Union agrees that in any action so defended, it will indemnify and hold harmless Lapeer Community Schools, its Board of Education, individual Board of Education members, both past and present, or executive and administrative employees, both past and present from any liability for damages and costs imposed by a final judgment of a court or administrative agency as a direct consequence of the Employer's compliance with this Article 3, but this does not include any liability for unemployment compensation paid under the Michigan Employment Security Act.

ARTICLE 2 BOARD RIGHTS

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

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

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

ARTICLE 3 ASSOCIATION RIGHTS

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

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

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

ARTICLE 4 TEACHER RIGHTS AND RESPONSIBILITIES

- A. The Association and the teachers recognize that the basic duty of each teacher is to use his/her skill and expertise in the most effective and proper manner to improve the quality of the educational process in the Lapeer Schools.
- B. Nothing contained herein shall be construed to restrict to any teacher any rights he/she may have under the Michigan General School Laws or Constitution of Michigan and/or of the United States or any applicable state and federal laws and/or regulations.
- C. In order to facilitate the continued improvement of the education process of the Lapeer Schools, to better enable the teachers to fulfill their obligations to the system, and to promote the continued cooperation of the faculty and staff, the Association, teachers, and the Board agree:
 - 1. **Department chairs** will be established and will function as described in Appendix E.
 - 2. **Building Design and Teaching Equipment** – The teachers recognize their obligation to furnish the resource personnel and staff evaluations, recommendations, and educational specifications in order to assist the Board and the administration in the selection of teaching materials and equipment and in the educational design of new or remodeled school buildings.
 - 3. **Student Discipline**
Student discipline policies will be communicated to staff, students, and parents through the annual notice and access to the Student Handbook (AG 9120).

The Board recognizes its responsibility to continue to give administrative backing and support to its teachers, although each teacher bears the primary responsibility for maintaining proper control and discipline in his/her classroom. The teachers recognize that all disciplinary actions and methods invoked by them shall be reasonable, just, and not inconsistent with Board policy.

A teacher who determines a student is engaging in acts of persistent disobedience, gross misbehavior, or threatening conduct may temporarily remove or request that administration temporarily remove the student from the instructional setting for the remainder of the class, subject, or activity. When the administrator determines the student is ready to return to a productive learning environment, the student will be returned to the instructional setting.

When a student is removed from the instructional setting under this provision, contact with the family will be made within 24 hours of the removal. No later than the end of the day of the removal, the teacher requesting the removal will collaborate with the administrator to determine the communication plan with the family and determine if additional meetings are necessary.

Any individual building may form a Discipline Committee upon the request of the Association or Administration. The committee will be comprised of staff members from the building and individuals knowledgeable in the area of student behavior. Examples of staff members knowledgeable in the area of student behavior include but are not limited to, social workers, psychologists, behavioral specialist, and administrators responsible for Special education.

- D. The provisions of the Agreement shall be applied without regard to race, creed, religion, color, national origin, age (except as defined in tenure act), sex or marital status. The Association also agrees that it will not discriminate against teachers for the above listed reasons.

E. **Teacher Discipline**

A teacher shall only be disciplined, reduced in compensation, or dismissed for a reason that is set forth in MCL 38.101, currently not arbitrary or capricious, and with observation of due process; provided, however:

1. Probationary teachers shall be subject to dismissal for unsatisfactory teaching performance as determined through the evaluation process.
2. Reduction in compensation shall not include loss of compensation related to the reduction or eliminating of programs.

If the statute is amended the standard will be incorporated herein as allowed by law.

In all instances, discipline, discharge and demotion shall occur in accordance with the statutory requirements under the Teacher Tenure Act and the Revised School Code and shall be subject to the grievance procedure.

If a parental or student complaint directed towards a teacher is to be the basis of any action, other than preliminary administrative investigation, it shall be promptly reported in writing to the teacher concerned. If the aforementioned is not complied with then the complaint may not be placed in the file.

Disciplinary measures may include written warning, written reprimand, suspensions, and discharge. It is understood and agreed that lower levels of discipline may be skipped and higher levels of discipline imposed based upon the severity of the offense and/or discipline history.

An employee shall be entitled to have present a representative of the Association during any meeting which the staff member reasonably believes could lead to disciplinary action by the Employer.

- F. No teacher covered by the terms of this Agreement will be penalized, threatened, punished, or demoted because of any participation in collective bargaining activities.

- G. **Review of Personnel Files** – Each teacher shall have the right, upon request, to review the total contents of his/her personnel file (excepting confidential university credentials). The

review will be made in the presence of the administrator (or his/her designee) responsible for the safekeeping of such files.

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

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

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

ARTICLE 5 CALENDAR OUTLINE

- A. **School Calendar** - Except for establishment of the starting day for the school year, the parties agree that the school calendar is a negotiable item. The currently agreed calendars are set forth in Appendix A. The 2026-2027 traditional and year-round calendars shall be developed and mutually agreed upon no later than December 2025, unless such development and agreement is delayed by written agreement of the Board and Association.
- B. **Parent-Teacher Conferences**- Conferences shall be scheduled at each grade level (e.g. elementary, middle, and secondary) unless prior agreement has been reached between the Board and Association. The Board and Association agree that an evening, fall open house of 2 hours duration shall be scheduled for each building at times mutually determined by the parties. An alternate activity may be substituted if mutually agreed by the parties. For each year's schedule, see Appendix A.
- C. **Cancelled Days of Instruction** - The Board shall exclusively retain the authority to cancel all or part of district operations, or to cancel sessions for students on otherwise scheduled school days whenever the Board or its designated agent determines that inclement weather, emergencies, work stoppages or Acts of God deem it advisable to do so. When all or part of the school sessions for students, but not the entire school operation is canceled, teachers shall not be expected to report to work except for sessions designated by calendar or scheduled as Record Days, In-Service Days, or Parent Conference Days. When such a scheduled workday is cancelled teachers shall not work even if they have reported. Such cancellation shall be determined by 45 minutes prior to the senior high teaching staff reporting time, unless

circumstances preclude such advance notification. The entire school operation shall be deemed closed when the Central Administration Offices are closed. In the event a day that is designated as an exam day is cancelled, the administration will collaborate with LEA Leadership to establish a mutually agreed upon alternate exam schedule.

- D. **Making Up Cancelled Time** - Should the administration in its sole judgment be required, for whatever circumstances, to cancel a previously scheduled day for student instruction and thus fail to provide the State required student days of instruction or the State required minimum hours of annual student instruction, the Board and LEA shall mutually schedule makeup day(s) or hours or provide for such days in the annual calendar. Such make-up day(s) in these circumstances shall not result in additional pay to the teacher and shall be considered one of the contractual days.

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

In the event, any time that is designated for in-person **professional development is cancelled**, the lost professional development time will either be converted to a remote learning session if possible, or rescheduled on an alternate date and time. The rescheduled date may be in either a remote or in person format. In the event, any time that is designated as a remote professional development day is cancelled, the lost professional development time will be rescheduled on an alternate remote day and time. The schedule for the alternate date and time will be mutually determined by administration and LEA Leadership.

If any professional development time that is scheduled to count for instructional minutes does not meet the 75% participation requirement in order to be counted, the professional development session will be rescheduled on an alternate date and time as mutually determined by administration and LEA Leadership.

- E. **Delayed Start** - On days a delayed start is scheduled into the calendar prior to the start of classes at some or all buildings, for whatever circumstances, teachers shall be expected to work their regular hours (eg. Administration of MME, delayed start professional development, etc.).
- F. **Early Release** - On days that the administration releases students early because of weather conditions, teachers shall be released as soon as students have left the building

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

ARTICLE 6 THE WORKDAY

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

Except for the duty-free lunch, the time within the basic workday that is not specifically scheduled for instructional duties is referred to as planning time and shall be used for preparation, conferences, meetings, and other professional tasks.

Collaboration Time - Every Tuesday shall be scheduled outside of the student school day for collaborative planning which includes department, grade-level, interdisciplinary, and/or cross building professional learning communities. Up to two (2) of the four Tuesdays a month may be scheduled for Student Assistance Team (SAT) meetings with the understanding that if SAT meetings are not necessary for a portion of the time or the entire time, any remaining time not used for SAT will be used for PLC purposes. Individual PLCs may receive approval from building and/or program administrator to meet at an alternate time beside Tuesday outside of the regularly scheduled workday-

SIP/Staff Meetings – As scheduled in the school calendar contained in Appendix A, one day a month, will be scheduled outside of the student day for general school improvement activities and staff meetings on Thursday. In the event the identified SIP/Staff meeting during the month is cancelled due to a school day weather or other event cancellation, the SIP/Staff meeting will still be held virtually at 10:00 am on the regularly scheduled date unless the LEA and administration agree on an alternately scheduled date and/or time. Staff will be expected to attend remotely. If circumstances do not allow the staff member to attend remotely (for example power outage, no access), the staff member will be expected to receive the information the following workday either during his/her planning period or if a recording is available, may be viewed outside of the work day.

Professional Development Time – As scheduled in the school calendar contained in Appendix A, annually, there will be five (5) full days of professional development scheduled (7 hour workdays with 6 hours of PD) in order to meet the professional development requirements as defined in Section 1527. Three (3) of the five (5) days of professional development will be scheduled in a remote learning format.

The starting time of the student instructional day shall be determined by the Board for each building and will be communicated prior to the start of the school year and posted on the district website. Should the Board elect to implement any change in operation that would necessitate altering the teacher workday after the school year has started, the Board and Association mutually agree to alter the teacher work times in a LOA to coincide with the change in operation with understanding that the length of the teacher workday will not exceed the length referenced below.

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

*Elementary (K-4)	7 hours 5 minutes
Grades 5-6	6 hours 54 minutes
Grades 7-8	6 hours 54 minutes
Grades 9-12	6 hours 54 minutes

The length of the teacher workday for collaborative planning (every Tuesday), or SIP or PD activities will be as follows:

*Elementary (K-4)	7 hours 55 minutes
Grades 5-6	7 hours 51 minutes
Grades 7-8	7 hours 51 minutes
Grades 9-12	7 hours 51 minutes

The total length of the teacher workday will include a 25 minute duty-free lunch (except in emergency situations).

*For any (K-6) building that has recess scheduled as part of the student day, the total length of the teacher workday includes a duty-free recess period not to exceed 30 minutes in length.

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

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

K-4	320 minutes (four days a week) unless a teacher agrees to having multiple specials on the same day, and 363 minutes (one day a week)
5-6	330 minutes (includes 5 minutes instructional supervision)
** 7-8	336 minutes (includes 20-25 minutes instructional supervision)
** 9-12	325 minutes (includes 20 minutes instructional supervision)

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

Full-time teachers in K-4 specials (e.g. art, music, physical education, and STEM) have from 1335 to 1420 minutes of instructional time per week. It is intended that the length of each specials class will be equal. However, it is agreed that elementary specials teachers will not have scheduled classes on the first and last day of student instruction each year but, rather, will use said days for inventorying, distributing instructional materials and supplies, and for planning and coordinating the schedules of specials teachers in conjunction with administration.

ARTICLE 7
PUPIL-TEACHER RATIOS AND CLASS SCHEDULES

Adequate staffing is an essential element for effective instructional programs.

A. E5-6 Grade Class Size Standards

	GOAL	*MAXIMUM number of students assigned to an individual classroom
Early 5	21	23
K – 1	26	28
2 – 4	28	30
5	28	30
6	30	33

**When instruction is delivered in a Departmentalized format (one person teaching multiple sections of the same content to different groups of students), unless the teacher agrees, no individual classroom will exceed the "maximum number of students assigned to an individual classroom" as listed above, although the teacher will deliver instruction to multiple sections of students throughout the day each potentially with the maximum number of students listed above.*

If a split classroom assignment results in a section that is not listed in the above identified maximums, a class size goal and maximum will be established that is reflective of the class size grade level goal and maximum that a majority of the students assigned to the split class are in.

1. The Board shall endeavor, whenever possible and reasonable, by student assignments, to maintain pupil enrollments by grade in a building so that split classrooms can be avoided at the elementary level and to have each individual building ratio as close as possible to the district goal standards.
2. The building staff and principal shall mutually make student classroom assignments in such a way as to provide the most effective instruction and to balance teacher responsibilities.
3. Class size standards will not be applicable to physical education, music, or Zeus Zone (when for enrichment purposes only). Class size standards listed above will be applicable to Zeus Zone when group focus is for intervention.

B. 7-12 Grade Class Size Standards

The following standards will not be applicable to physical education, music, or iConnect. Teachers with assignments at multiple levels will have individual student maximums calculated based on the number of classes being taught at each level. For example, a teacher with two (2) Grade 7-8 classes and 3 grade 9-12 classes will have a total maximum of 168 (2 at 33 each and 3 at 34 each).

Middle Level (7-8)

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

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

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

High School (9-12)

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

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

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

1. Teachers engaged in co-teaching (ie. Regular ed and special ed) shall not be assigned more than the above student per day teaching loads on a weekly average basis per teacher.
2. At grades 7-12, whenever feasible, student schedule changes will be used to satisfy the ratio requirements. When this alternative does not satisfy the requirement, teacher assignments may be changed to satisfy the requirement.

C. Exceeding Class Size Maximums - When the number of students assigned to a classroom exceeds the class size maximums listed in A and B above, the following resolution will be applied as determined on fall and winter count days:

Day 1 – Day 10 (Start of school year or start of second half of school year ie. secondary second semester)	Buildings work to adjust through teacher and/or student schedule changes. This is the ONLY method of resolution considered and/or applied if resolved by Day 11.	
Day 11 – but resolved by Count Day (Oct or Feb)	# of students over maximum	Compensatory Time
	1-5	1 day comp time
Class Size Maximums exceeded after count day	Grade Level	Compensation Amounts and Maximums
	(E5-6)	\$800 per student *(or \$200 for each core subject taught when departmentalizing) up to a maximum of 3 students/per semester
	(7-12)	\$300 per student (based on 1 class period) up to a maximum of 5 students/ per semester
	Individual classroom assignments will not exceed the limit listed in "Compensation Amounts and Maximums" after count day unless the individual teacher is in agreement and receives the specified amount listed for each additional student.	

The above listed compensation and compensatory time allocations will be determined following the official count day and paid on the first pay of the month following count day. Once the determination has been made, these resolutions will not be adjusted, nor will new compensation amounts be determined based on student enrollment changes that occur after the determination has been made based on the count day. For example, if it is determined a teacher is to receive an additional \$1600 for exceeding his/her maximum by 2 students on the fall count day and in November, three students are dropped from the class and therefore the actual number at that time is NOT exceed, the stipend amount for the teacher will NOT be adjusted and will remain as calculated based on the two students. Conversely, if a teacher is not exceeding the class size maximum on the fall count day and in November two (2) new students enroll and class sizes cannot be balanced by student or teacher schedule adjustments, no additional compensation or comp time will be authorized until review at the winter official count day.

*If a E5-6 classroom exceeds the class size maximums and the grade level is departmentalized whereby the additional students are taught by different teachers throughout the day, the \$800 stipend will be distributed to the teachers based on the number of core content areas taught. For example, if in the grade level, each teacher teaches their own homeroom ELA and one other subject area, and the students move to the other two teaches for one of the other subject areas, the homeroom teacher would receive \$400, and each of the other two grade level teachers would receive \$200.

D. **Teaching Schedule**

1. **Full Time Assignments**

- a. 5-6 Grade Teachers - The basic teaching schedule for full-time 5-6 grade teacher shall consist of one less class than the number of classes taken by full-time students plus (1) Zeus Zone period. One or more of these classes may be other assigned duties. Unless agreed to as referenced below, no 5-6 grade teacher will have more than two (2) preparations plus a Zeus Zone period, or no more than (3) three preparations with no Zeus Zone period unless otherwise agreed to by the teacher. There are no limitations on the number of preparations for self-contained teaching assignments.
- b. 7-12 Teachers - The basic teaching schedule for full-time 7-12 teacher shall consist of one less class than the number of classes taken by full-time students plus (1) Iconnect period. One or more of these classes may be other assigned duties. 7-12 teachers will teach 5 out of 6 classes plus 1 Iconnect unless the parties agree to another teaching schedule. Unless agreed to as referenced below, 7-12 teacher will have NO more than three (3) preparations plus Iconnect period.
- c. 7-8 Grade Elective - Full-time 7-8 grade elective-only teachers will be assigned five (5) elective classes and one (1) iConnect per day. Elective-only teachers will have time without students during the student school day that is equivalent in total minutes to one (1) middle school elective period.

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

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

2. **Overage**

- a. 7-12 Teachers - A full-time 7-12 school teacher who teaches 5 out of 6 classes and teaches a class during what otherwise would be his/her individual conference period is compensated an additional 18.18% for the semester the additional class is taught. Payment for teaching full time plus an additional class is calculated as 118.18% of the full-time salary for each semester in which the additional class is taught. For example, a full-time teacher whose annual salary is \$75,000 with an overage for one semester would receive additional compensation calculated as follows with the example being a second semester overage.

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

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

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

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

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

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

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

- b. K-4 Specials Teachers - For assignments that are beyond 1420 minutes of assigned specials instruction per week (i.e. overages), additional compensation will be on a straight percentage basis rounded to two decimal points (e.g. to .12%). Full-time assignments that are comprised of less than 1420 minutes of assigned specials instruction per week can be assigned by the building principal to other teaching duties (e.g. co-teaching, RtI, and tutoring).

Compensation for specials overages pertaining to teachers who are not full-time K-4 specials teachers is based on the number of minutes taught in an elementary specials assignment that is more than the total minutes in the prorated elementary specials assignment (e.g. a half-time elementary specials teacher overage would be calculated based on the number of minutes beyond 710 that said teacher teaches in an elementary specials assignment).

3. **Less than Full Time**

- a. 7-12 Teachers - Teachers who are assigned less than full-time at the 7-12 level are compensated for each class taught as follows:

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

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

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

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

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

Annual salary multiplied by yearly percentage = Total Yearly Salary

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

ARTICLE 8

TEACHER PERFORMANCE EVALUATION PROCESS (TPEP)

The Teacher Performance Evaluation Process (TPEP) is designed to promote continuous assessment and improvement of teacher performance. Objectives of the TPEP are as follows:

- To provide the best possible teaching staff for the students of the Lapeer Community Schools by establishing a framework of core instructional practices;
- To assure the fair and equitable treatment of all teachers;
- To recognize teacher performance strengths and weaknesses and to provide assistance to the teachers who seek to improve their effectiveness or who need to correct deficiencies which have been identified;

Teachers are observed and assessed in accordance to Charlotte Danielson's "**Framework for Teaching**".

A. TRACKS

The TPEP includes the following tracks that are specific to the professional developmental stage of each teacher.

1. **Probationary Teacher Track** -- All probationary teachers are evaluated according to their performance relative to the twenty-two Universal Teacher Performance Standards, student growth and assessment data, and as otherwise specified herein and in the TPEP. The purpose of this track is to provide a framework for new teachers relative to instructional practices, organizational and management expectations, and learner outcomes.
2. **Professional Growth Track** -- All tenured teachers are evaluated according to their performance relative to the twenty-two Universal Teacher Performance Standards and student growth and assessment data. Teachers on the professional growth track with effective levels of performance, receive summative evaluations and formal observations on a biannual basis (every other year) following three consecutive years of previous effective ratings. When three years of effective ratings do not exist, the teacher will be evaluated annually.

In an off-cycle year when a teacher will not receive a summative evaluation, he/she will continue to participate in annual goal setting meetings including completion of the self-reflection (Form B) and Goal Planning Authorization (Form A). If during an off-cycle year, a teacher is made aware and subsequently receives documented performance concerns, a summative evaluation outlining those concerns will be provided with notice of movement to Teacher Assistance Track.

3. **Teacher Assistance Track** -- Any tenured teacher who is not performing at a satisfactory level (Effective) on the overall Summative evaluation moves to the Teacher Assistance Track and as a part of that track will return to annual Summative evaluations. This track is designed to provide a structured process for improving and evaluating teaching performance. The goal of this process is to support the teacher in performing at a satisfactory level in all performance standards and, thereby, returning to the Professional Growth Track. Teachers assigned to the Teacher Assistance Track will be assigned a mentor teacher to support their growth. Teachers who are unsuccessful in attaining this goal move to the Teacher Assistance-Tenure Process Track.

4. **Teacher Assistance - Tenure Process Track** -- Any tenured teacher who continues to perform at an unsatisfactory level after involvement in the Teacher Assistance Track moves to the Teacher Assistance - Tenure Process Track. This track is designed to protect the interest and meet the responsibility of the District to provide competent, qualified teachers. This track also ensures that the legal rights of teachers who may be considered for discharge or demotion are protected pursuant to the Michigan Teachers' Tenure Act.

It is understood that the evaluation process as referenced herein is distinct from disciplinary action that is imposed as the result of teacher misconduct though teacher misconduct may be referenced in the evaluation.

B. EVALUATION DEFINITIONS

The following evaluation process and definition of terms pertain to TPEP.

1. Probationary Period

- a. Teachers without previous tenure from a public school board of education in the State of Michigan shall be required to serve periods of probation as follows:

Before July 1, 2024, a teacher is not considered to have successfully completed the probationary period unless the teacher has been rated as effective or highly effective on his or her 3 most recent annual year-end performance evaluations and has completed at least 5 full school years of employment in a probationary period.

Beginning in July 2024, if a teacher has been rated as effective on or after July 1, 2024, or effective or highly effective before July 1, 2024 on 3 of the teacher's year-end performance evaluations, including the most recent year-end performance evaluation and has completed at least 4 full school years of employment in a probationary period, the teacher shall be considered to have successfully completed the probationary period.

- b. Teachers with previous tenure from a public school board of education in the State of Michigan shall be required to be in a probationary period during his or her first 2 full years of employment.

2. **Mentor** -- The Administration shall provide a mentor to beginning teachers during their first 3 years of employment to assist the non-tenure teacher in developing professional competencies and effectiveness. Teachers new to the district, but NOT new to the profession may be assigned a mentor for one year to assist with transition to the district.

3. **Evaluators** -- The appropriate principal, assistant principal or other designee of the superintendent evaluates teachers assigned to a particular building.

The appropriate principal or other designee of the superintendent is referred to as the "evaluator."

4. **Observer** -- A teacher who has received an evaluation rating of less than effective while on the Teacher Assistance Track may request, that a second observer be appointed by the Superintendent or designee. If so appointed, each second observer shall complete at least one observation in a timely manner. Any observation completed by a second

observer shall be equally regarded with other observations. The appointed second observer may be appealed by the Association and another appointment made if the rationale for the appeal is deemed to have merit by the Superintendent.

5. **Representation** -- A teacher may have a representative of the Association present at any evaluation or observation conference. The teacher is responsible for arranging representation.
6. **Evaluation Reaction and/or Review** – Evaluation is to be signed by the teacher and the evaluator and placed in the Personnel File. The teacher's signature does not signify concurrence or approval of the evaluation. A teacher may attach a letter of reaction and/or clarification to the evaluation.

If a teacher who is NOT probationary is rated as needing support, the teacher must be provided with the options related to review of the evaluation, including a written response, the ability to request mediation, and when appropriate, utilization of the grievance process or binding arbitration as set out in MCL 380.1248.

- a. The teacher may request a review of the evaluation and the rating by the school district superintendent. The request for a review must be submitted in writing within 30 calendar days after the teacher is informed of the rating. Upon receipt of the request, the school district superintendent shall review the evaluation and rating and may make any modifications as appropriate based on the school district superintendent's review. A written response regarding the school district superintendent's findings must be provided to the teacher who requested the review by no later than 30 calendar days after receipt of the request for a review and before making any modifications under this section.
- b. If the written response from the school district superintendent's review does not resolve the matter, the teacher or collective bargaining representative may request mediation as provided for in 1947 PA 336, 423.201 to 423.217. The request for mediation must be submitted in writing within 30 calendar days after the teacher receives the written response from the school district superintendent. Within 15 days of receipt of the request, the school district superintendent must provide a written response to the teacher or collective bargaining representative stating that the mediation will be scheduled as appropriate.
- c. If a teacher receives 2 consecutive ratings of needing support, the teacher may demand to use the grievance procedure of an applicable collective bargaining agreement or employment contract that concerns the teacher's second evaluation rating and the evaluation process. The arbitration is subject to the uniform arbitration act, 2012 PA 371, MCL 691.1681 to 691.1713.

C. **COMPONENTS OF THE TEACHER EVALUATION SYSTEM**

1. **Pre-Evaluation Meeting**

Prior to November 1 of each school year, all teachers (even those not scheduled to be evaluated) shall attend a meeting in which the applicable track of the Teacher Performance Evaluation Process (TPEP) is explained to the teacher.

The following items are a part of the pre-evaluation meeting:

- **Self-Reflection** - Prior to attending a pre-evaluation meeting with an evaluator, all staff are expected to complete a self-reflection by individually scoring each standard listed. The self-reflections are not factored into the year-end evaluation.
- **Goal Planning and Authorization Worksheet** - Individual and building growth goals are discussed during the Pre-Evaluation meeting. Goals from teacher self-reflection are recorded on the "Goal Planning and Authorizing Worksheet".

2. **Individualized Development Plans (IDPs)**

IDPs identifying goals that are directly linked to the 22 Universal Teacher Performance Standards are developed as specified as a part of the teacher evaluation process. Included with each goal statement is language specifying teacher plans and actions and administrative support with expected timelines defined for meeting expectations. IDPs are established and progress is reviewed minimally during pre-evaluation meetings, observations, mid-year reviews and Summative evaluations.

3. **Observations**

To monitor the educational environment the evaluator or assigned observer will collectively complete and provide documented feedback for at least two in person observations each school year. Observations must be at least 15 minutes in duration. Observations, whether formal or informal (i.e. walkthrough), may be scheduled or unannounced. One of the two required observations must be scheduled and observations shall include an assessment of the teacher's progress in meeting the goals of his or her IDP (if applicable).

Consistent with 380.1249 of the Revised School Code, classroom teachers have 24 hours from the time of the scheduled/unscheduled walkthrough/classroom observation to provide their daily lesson plan for the observed class period. The submitted lesson plan must include the learning target linked to appropriate state or national standards, instructional activities, and assessments (formative or summative).

Teachers may use lesson plan templates provided by the district. Teachers who utilize the electronic lesson plan tool provided by the district, will be considered to have met this requirement with no further action needed. Teachers choosing to use an alternate tool for lesson planning will be required to submit their documentation of the entire year's worth of lesson plans at the conclusion of the school year.

- An **informal observation** is generally for a short period time (not less than 15 minutes in length) and does not last for an entire class period or lesson.
- A **formal observation** is generally completed for an entire class period or lesson. Prior to each scheduled observation, the teacher will complete and submit to the evaluator the "Pre-Observation Form". Follow-up conferences generally will be held

after each formal observation, and the "Observation Report" and "Post Observation Reflection Form" will be used for such conferences. Prescriptive suggestion(s) for improved teaching performance as suggested by the evaluator generally is a part of the observation report. When a post-observation conference is held, it generally will occur within ten (10) school days of an observation unless sickness or emergency precludes a conference within this time period. Each formal observation shall include a review of the teacher's lesson plan and the State curriculum standard being used in the lesson and a review of pupil engagement in the lesson.

The use of closed circuit television, public address or audio systems, and surveillance devices shall be strictly prohibited in the observation process. The use of recording devices (e.g. IPAD) shall be allowed with prior permission from the teacher being observed.

4. Mid-Year Progress Review

A midyear progress review and report will generally be held no later than the end of January as specified in the probationary teacher, professional growth, teacher assistance and teacher tenure track.

5. Survey of Teacher Effectiveness

The "Student Opinion Survey of Teacher Effectiveness" has been developed for the purpose of probationary teacher self-reflection and improved instruction. Secondary students of probationary will complete the survey online. Results will be compiled and forwarded to teachers and administrators.

6. Year-End Performance Evaluation Meeting

No later than June 1, teachers generally attend a meeting in which preliminary information pertaining to the summative evaluation is reviewed. In advance of the year-end performance meeting, teachers provide evidence supporting their identified indicators of progress.

7. Summative Evaluation

An evaluation is defined as the final, written summary of the evaluator's judgments regarding the effectiveness of a teacher's job performance. Effectiveness shall be measured by the performance evaluation system under 380.1249 of the Revised School Code.

Teacher evaluations shall not be limited to classroom observations, but may also include all aspects of the teacher as a professional staff member.

The Summative Evaluation for a probationary teacher shall include an assessment of the teacher's progress in meeting the goals of his or her individualized development plan (IDP).

Calculating Final Ratings and Labels on Summative Evaluation

At the end of the school year, each teacher shall be assigned a year-end performance evaluation (Summative) rating of:

(3) Effective; (2) Developing, (1) Needing Support

Framework Rating

The following criteria will be applied to determine the overall Framework rating based on the results of individual Domain ratings:

- Needing Support (1): An ineffective rating in any of the domain areas will result in an overall framework rating of needing support.
- Developing (2): An overall rating of developing will result if two or more domain areas are rated minimally effective and no areas are rated ineffective.
- Effective (3): An overall effective rating will result if all domain areas are rated effective or highly effective, or only one area is rated developing.

Final Overall Rating (Summative Evaluation)

Final teacher performance ratings are determined by calculating a weighted rating based on student growth and the overall effectiveness rating assigned by the evaluator. 20% of the overall Summative Evaluation will be based on student growth. Performance Evaluation scores or growth scores of "3" or "4" will all be calculated as a "3" in determining the Summative score. The following scale will be used to calculate the final Overall Summative Rating and Label:

	Universal Teacher Performance Standards (80%)		
Growth Rating Level (20%)	1 Needing Support	2 Developing	3 Effective
1	1.0	1.8	2.6
2	1.2	2.0	2.8
3	1.4	2.2	3.0

Final Overall Label (Summative Evaluation)

Based on the total weighted rating, teacher is given a final rating is given using the following scale:

Needing Support	Developing	Effective
1.00 - 1.99	2.00 - 2.69	2.70 - 3.00

If required by circumstances described in MCL380.1249, a teacher must be designated as unevaluated; and if a teacher received an unevaluated designation, the teacher's rating from the immediately prior school year must be used.

D. Calculating Student Growth

Summative Evaluations shall consider student growth and assessment data and individual performance factors as follows:

- 80% of the summative evaluation (or remaining percentage not required by law for student growth) shall be based on teacher performance as measured by the evaluation tool.
- 20% of the summative evaluation (or % as required by law) shall be based student growth and assessment data as follows:

The chart below identifies the specific assessments used for calculating student growth for staff members.

- Staff members assigned to 2-3 buildings will utilize assessment results for the ***building*** where the majority of his/her assignment resides.
- Individuals with staffing assignments in more than 3 buildings, will utilize the calculated **district score** as referenced below.

Assessments Used to Calculate Student Growth

	Level	Assessment
General Education Teachers	K-3	NWEA *(SGP) in Reading and Math for all students assigned to the teacher
	4-5	MSTEP *(SGP) for all students assigned to the individual teacher in reading and math for the most recent three years
	6-8	MSTEP *(SGP) for all students assigned to the building in reading and math for the most recent three years
	9-12	Most recent Prior year to most recent current year spring PSAT/SAT ELA and Math scores for all students assigned to the building
Building Special Education Teachers, Learning Coaches, Counselors, Ancillary Staff	K-8	MSTEP *(SGP) based on average of all students assigned to building in reading and math for the most recent three years
	9-12	Most recent prior year to most recent current year spring PSAT/SAT ELA and Math scores for all students assigned to building
Specials and Elective Teachers	K-8	MSTEP *(SGP) based on average of all students assigned to building in reading and math for the most recent three years
	9-12	Most recent prior year to most recent current year spring PSAT/SAT ELA and Math scores for all students assigned to building
District Staff	K-12	District score for state assessment will be calculated from an average of the district most recent three year MSTEP SGP score and the prior to current year spring PSAT/SAT ELA and Math score for all students assigned to the district

Calculating Growth Scores

1. Student Growth Percentile (SGP) – (MSTEP & NWEA)

SGP's will be used to determine growth calculations for assessment results when available. SGP's describe a student's growth compared to other students with similar test score histories (their academic peers). In calculating SGP's, students are grouped with academic peers throughout the state who had comparable score patterns on past tests. Students in each academic peer group are then ordered based on their score on the current year test. SGP's for NWEA only will utilize current and prior year data weighted according to the chart below to generate a state assessment growth score:

School Year	Weighting of Overall Score
Most Recent Year	50%
Year Pervious to Most Recent	30%
Two Years Previous to Most Recent	20%

When there are not 3 years' worth of data available, most recent year will be weighted 65% and prior year will be weighted 35%. When only one-year worth of data is available, it will 100% of the State Assessment score. When no state assessment data is available for a teacher, common assessment results as calculated below will be used to determine the State Assessment portion of the overall growth score. When common assessments are the ONLY student defined student growth measure available, an average of all unit assessment scores will be used for the "other assessment growth score" and measured in the same manner as common assessment proficiency scores defined below.

SGP prior year weighting for MSTEP is as determined by the Michigan Department of Education when producing the score.

Once the SGP is calculated for each of the years assessed, a growth rating score for the State assessment portion of the overall growth score will be determined as follows:

State Assessment Student Growth Score	Description of Rating	Average SGP Required for Rating
3 Effective	Average SGP Required for State Assessment Growth Rating of Met or Exceeds	40 +
2 Developing	Average SGP Required for State Assessment Growth Rating of Nearly Met	20 - 39
1 Needing Support	Average SGP Required for State Assessment Growth Rating of Not Met	19 or less

2. PSAT/SAT Results

For grade levels where SGPs cannot be determined from MSTEP results, student growth for the assessment portion of the overall growth score will be calculated using PSAT/SAT results as follows.

For most grade levels, baseline assessment data (Fall or prior spring) is used to determine a projected growth score for each individual student in the building in the content areas of ELA and Math. Summative assessments (given in the spring) will be given to compare how the individual student performed compared to their projected growth.

Early 5 - A projected growth score is not calculated for Early 5 students and therefore the following RIT growth from fall to spring NWEA assessments will be used in calculating teacher growth:

No Growth	0
1-10	1
11-20	2
21+	3

Grades 9-12 – A projected growth score is not calculated for PSAT and therefore the following Projected Growth Vertical Scale for PSAT scores will be used as follows:

9 th Grade	PSAT to PSAT	120-720
10 th Grade	PSAT to PSAT	160-760
11 th Grade	PSAT to SAT	200-800

Values are assigned for each student in ELA and math as follows:

- 0 – Student did not improve or regressed
- 1 – Student improved, but did not meet the projected growth goal
- 2 – Student met projected growth goal
- 3 – Drastic Growth, student exceed growth goal

The assessment growth score is calculated by averaging all of the individual student values (0, 1, 2, 3) for both math and ELA for students assigned to an individual teacher or for all students assigned to a building as appropriate.

An overall average score is determined and rated as follows:

State Assessment Student Growth Score	Calculated Average of all Values assigned
3 Effective	1.50 +
2 Developing	1.00 – 1.49
1 Needing Support	0 - 0.99

E. Additional Notes Regarding Teacher Evaluation

The district shall not assign a student to be taught in the same subject area for two (2) consecutive years by a teacher who has been rated as needing support on the teacher's two (2) most recent annual year-end evaluations. If the District is unable to comply with this requirement, the Board will notify the student's parents or legal guardian in writing not later than July 15, that the district is unable to comply and that the student has been assigned to be taught in the same subject area of a second consecutive year by a teacher who has been rated as needing support. The notification shall include an explanation of why the Board is unable to comply. If a teacher requests a review of the teacher's evaluation under the amendments to the statute, the Board must not issue the notification until the review process is complete.

ARTICLE 9

STAFFING, POSTING, REDUCTION IN STAFF, RECALL, INVOLUNTARY TRANSFER

A. Staffing

Vacant positions shall be publicized by the Board to all unit members through district email accounts. Procedures for assignment and transfer are detailed in this Article.

It is the teacher's sole responsibility to maintain his/her certification and to promptly provide written documentation of the certification, endorsement, and/or qualification status to the Human Resources Department.

1. STAFFING ALLOCATIONS

Annually, no later than the last Friday in March, district-level administration will allocate sections/teacher FTE to buildings based on projected student enrollment, contractual requirements, and budgetary considerations. The School District will determine the qualifications/certifications for each position in compliance with relevant law.

2. INITIAL STAFFING LIST

District-level administration will develop an initial staffing list containing the names of all individuals who need to be considered for staffing purposes for the following school year. The initial staffing list will be reviewed and confirmed for accuracy with LEA leadership prior to issuing tentative assignments.

The initial staffing list will contain the names of currently employed individuals and individuals who are returning from approved leaves and have return rights to a building/program. The list will not contain the names of individuals who have resigned effective the end of the school year or individuals who have been approved for leaves for the following year.

Staff members returning from voluntary leaves expiring during the course of the school year and not guaranteed a specific position shall be placed on the displaced staff list.

3. BUILDING/PROGRAM STAFFING LIST

A building/program staffing list will be developed and forwarded to each building/program supervisor containing the names of individuals who need to receive a tentative assignment to the building/program for the following year, based on their previous year's assignment. Individuals who were placed in vacant positions not previously posted will not be included on the building/program staffing list. Individuals who were involuntarily transferred will be placed on the building/program staffing list of

their original building of record and not the building/program they were involuntarily transferred to.

An individual previously assigned to a multi-building assignment but not assigned to a district position, will be included on the staffing list of the building, which contained the majority of the individual's assignment in the previous school year.

When there is a change in school configuration for reasons such as the merging of two (2) or more schools into one school, no teachers will be retained on the initial staffing list for the remaining building and all positions will be considered new vacancies and are subject to the posting process.

When there is a revision of a schools' grade configuration by only one (1) grade level and the building houses more than two grade levels, such as one (1) grade is added to a building that has three grade levels, teachers previously assigned to the building will retain their building of record in the building. For the grade level new to the building, positions will be considered new vacancies and subject to the posting process unless the entire student population as existed was relocated to a new facility as described below.

When there is a revision of a schools' grade configuration that impacts half of the grade levels in the building, all positions in the building will be considered new vacancies and subject to the posting process unless the entire student population as existed was relocated to a new facility as described below.

When an educational program is relocated to a new facility, and the student population, educational program and grade configuration remains unchanged, the staff previously assigned to the building/program would be included on the initial staffing list for the new location. Examples are as follows: relocating the entire Alternative High School program to a new facility; relocating Kindergarten, 1st and 2nd grade students from Hadley to the Murphy Campus; relocating the district cognitively impaired program to a new building.

If a change in the educational program at a building occurs and results in the displacement of the student population, positions in the building will be considered new vacancies and subject to the posting process.

If a change in the educational program at a building occurs and does not result in the displacement of the existing student populations, staff previously assigned to the building/program would be included on the initial staffing list for the building/program.

4. **DISPLACED NOTIFICATIONS**

When the number of sections/teachers allocated to a building is less than the number of individuals contained on the building/program staffing list, some staff members will need to be notified they are displaced. Notices of displacements are to be distributed at the same time as tentative assignments and in advance of the first posting.

Administration will consider the following areas to determine the displaced list. Areas will be considered in the order listed below. If displacement determinations cannot be satisfied with the first step listed, then consideration will move to the next identified area for determination. Additional steps will not be considered once the number of displaced staff needed is met.

- a. Certification, endorsements, and advanced degrees,
- b. District seniority

Staff members contained on the building/program staffing list who receive displaced notices will be placed in the displaced staffing pool.

5. **TENTATIVE ASSIGNMENTS**

In recognition of the fact that students are entitled to be taught by qualified teachers working within their areas of competence, teachers shall not be assigned outside the scope of their respective teaching certificates or their major or minor fields of study, except in accordance with the regulations of the Michigan Department of Education and for good cause.

Teachers will express a prioritized list of assignment preferences (Grades K-6 will submit up to three preferences; grades 7-12 will submit up to five preferences) by sending an email to their immediate supervisor, no later than the last Friday in March. Assignment preferences include, but are not limited to, things such as grade level/content area assignments, looping, job shares, etc.

Building administrators and program supervisors will provide tentative assignments in writing with input from department chairs assigned to the building or other staff as appropriate to those who have not been displaced no later than the first Friday in May.

For K-6 staff members, notices shall include building and grade level assignment.

For grade 5-6 staff when assignments are departmentalized and not self-contained, notices shall also include content and probable courses to be taught.

For staff members assigned to grades 7-12, notices shall include building and content assignments with probable courses to be taught.

Nothing in this section shall limit the District's authority to make changes in assignments at any time.

- 1) Notices shall not be developed that assign a staff member with more than a 50% change out of the core content area, from what the individual was assigned to the prior year without the consent of the assigned staff member.
- 2) Notices shall not be developed that assign a staff member to a self-contained setting who was previously assigned to a departmentalized setting without the consent of the assigned staff member.
- 3) For individuals previously assigned to a single building assignment, tentative assignments may be given with multi-building assignments when the majority (more than fifty percent (50%)) of the assignment remains in the building the individual was previously assigned. For individuals previously assigned to multi-level building assignments, but not district assignments, multi-building tentative assignments are made giving consideration to limiting the total number of buildings assigned and limiting the related amount of travel whenever possible.
- 4) Individuals previously assigned to less than full-time positions, will not receive an increase in assignment unless there are no individuals previously assigned to full-time positions remaining on the displaced list. Once all previously assigned full-time staff members have positions, increases to previously assigned part-time staff may occur.

- 5) In developing tentative assignments from the building/program staffing list, the following additional items will be given consideration in the order listed:
 - Effectiveness ratings of the teacher as measured by the most recent Summative Evaluation,
 - Seniority
 - Teacher preference – if communicated by the teacher in accordance to communicated timelines;
- 6) A teacher may voluntarily agree to an assignment that is NOT consistent with the above parameters.

B. Posting Vacancies – Voluntary Transfer

1. Teaching and Non-Classroom Professional Positions

Each vacancy or new position which occurs shall be posted. When any bargaining unit vacancy occurs as a result of the staffing process or program changes, the Board shall publicize the same by giving written notice of such vacancy, its minimum requirements, and any preferred qualifications. During the months of May, June, July and until the first Tuesday in August, such notice shall be emailed to all bargaining unit members on a schedule that is annually established and communicated by the administration. The District may amend, revise, or set additional qualifications, certifications, or endorsements for open/vacant positions. Any vacancies that occur following the last posting in August, will be filled on a temporary basis for the school year and posted the following year in April/May. Prior to hiring under contract an external candidate for a temporary position that is anticipated to continue into a subsequent school year, communication will be sent to existing bargaining unit members in order to solicit and be able to consider interest in transferring to the temporary position.

- a. Following each notice as referenced above, appropriately certified and qualified bargaining unit members may apply for any available positions for which they are certified and qualified.
- b. Teachers who receive a "Needs Support" judgment on the "Teacher Summative Evaluation" during the previous year may not apply for posted vacancies unless displaced. Fully-certified probationary special education teachers may not post for a non-special education position until they have completed their probationary period.
- c. Staff receiving tentative assignments or staff members currently in the displaced staffing pool may post for available vacancies in accordance to the following procedures:
 - 1) Teachers and non-classroom professionals interested in posting for a vacant position, should indicate their interest by electronically submitting the following items in accordance to the posting timelines:
 - Email indicating interest and specifying specific position including grade level and building.
 - LCS Teacher Transfer Application summarizing academic qualifications and prior experience.

- 2) All application materials are reviewed. Individuals expressing interest who do NOT hold the necessary credentials, endorsements, or specified degrees for the position will be notified and excluded from consideration. The following criteria is given consideration in the order listed below in making staffing determinations for vacant positions. If a candidate can not be selected from the first item listed, the next item will be considered. Not all steps may need to be considered if a teacher is selected from the previous step:

- I. Effectiveness ratings of the teacher as measured by the most recent Summative Evaluation,
- II. Previous demonstrated experience in the grade span, content area and/or instructional program as reported (and verified as needed) on the transfer application,
- III. District seniority

If vacant positions are filled by individuals in the displaced staffing pool, those individuals are removed from the displaced staffing pool. Vacant positions filled by individuals previously receiving tentative assignments will result in a new posting.

- d. Teaching positions will be posted independently of paid extracurricular positions. All paid extracurricular positions shall be posted independently of teaching positions.

2. Department Chair Positions

Available department chair positions will be posted as follows:

- a. Annually, prior to the last day of school, or when a vacancy occurs mid-year, staff shall be notified of available positions and be allowed five (5) days to indicate an interest to the appropriate administrator. When more than one bargaining unit member may be interested, qualifications as listed below and length of service shall be considered. The most qualified bargaining unit member, as determined by the administration, will be appointed to the position. If qualifications are deemed equal, the most senior bargaining unit member will be appointed to the position.
- b. Staff members, with administrative approval, may agree to share the position with another teacher, splitting the duties and stipend as appropriate to the situation and mutually agreeable to the teachers involved.
- c. Before payment of the stipend, which will be included in the 21st paycheck of the school year, an annual review must be conducted by May 15 of each year by the administrator designated by the superintendent. Said review must incorporate the "Department Chair Request for Pay" form.
- d. Each department chair or co-chair will be appointed by the principal or Curriculum Department Administrator given consideration of the following qualifications:
 - Experience – teaching in the content area
 - Certification in the department content area or grade level, as applicable
 - Demonstrated leadership ability
 - Demonstrated initiative
 - Ability to work collaboratively and constructively with colleagues

- Knowledge of curriculum development, current research, and best practice within the subject area and/or grade level.
- Assigned in the building where the department chair position exists.

C. **REDUCTION IN STAFF**

A determination will be made if layoff notices need to be issued, pursuant to Section 380.1248 of the Revised School Code. If the number of individuals contained on the initial staffing list, exceeds the total number of allocated positions, it will be determined that total staffing levels must be reduced and layoffs will need to be made.

At least five (5) days before the meeting at which the Board will consider proposed layoffs, the Superintendent, or designee will determine the list of layoffs and meet with the Association President, or designee, for the purpose of discussing and reviewing the proposed layoffs.

If it has been determined that staffing levels must be reduced and layoffs are necessary, layoff notices will be sent via school email accounts and US Mail according to the procedures below.

1. Layoff of Staff
 - a. A teacher shall be discharged or laid off pursuant to a necessary reduction in personnel for any school year or portion thereof except under applicable state law.
 - b. When it is determined by the Board of Education that it is necessary to conduct a staffing and/or program reduction or any other personnel determination that results in the elimination of a teaching position, said staffing decision shall be based on retaining effective teachers and the following conditions shall be followed:
 - 1) Notice of discontinuance of service will be given to teachers affected by reductions in personnel and/or programs at least sixty (60) calendar days before the effective date of the layoff.
 - 2) Nothing precludes the District from making reductions in personnel or programs at any time.
 - 3) Reductions shall be processed after reviewing staff reassignments, both voluntary and involuntary, as well as returns from leave.
 - 4) When a teacher is laid off the action will automatically terminate the individual employment contract and shall suspend, for the duration of the layoff, any obligation of the Board to pay salary or fringe benefits to the laid-off teacher. All fringe benefits for laid-off teachers will terminate on the last day of August following a layoff issued in June. In the event a layoff occurs during the school year, benefits will continue for the laid off teacher until the end of the month that follows that date of the layoff.
 - c. Decisions regarding layoff and recall, shall be made on the basis of certification, qualifications, and effectiveness of each respective teacher:
 - 1) Certification shall be defined as that term is defined by state law and the Michigan Department of Education.

- 2) Qualifications shall be defined to include an individual's level of degree attained, type of degree attained (major, minor, or areas);
- 3) Effectiveness shall be determined by most recent evaluation ratings as measured by the Summative evaluation and previous disciplinary history.
- 4) Subject to the conditions of f., generally reductions in teaching staff shall occur in the following order ("Reduction Order")
 - I. Teachers rated Needing Support on their most recent Year-End Performance Evaluation;
 - II. Teachers rated Developing on their most recent Year-End Performance Evaluation, provided there are appropriately certified teachers rated Effective to assume the remaining positions/assignments;
 - III. Teachers rated Effective on their most recent Year-End Performance Evaluation, provided there are appropriately certified teachers rated Effective to assume the remaining positions/assignments;
- 5) For purposes of differentiating between teachers receiving the same effectiveness label on their most recent year-end performance evaluation for the Reduction Order, the following shall serve as the distinguishing factors and will be given consideration in the order listed below:
 - A. For teachers receiving the same effectiveness label on their most recent year-end performance evaluation, those teachers who have received a rating of Needing Support (or ineffective) within any of the preceding three Year-end performance evaluations shall be laid off before a teacher that has not received a rating of Needing Support (or ineffective) within that same time period.
 - B. For teachers receiving the same effectiveness label on their most recent year-end performance evaluation, those teachers who have received a rating of Developing (or Minimally effective) within any of the preceding three end-year performance evaluation shall be laid off before a teacher that has not received a rating of Developing (or Minimally Effective) within that same time period.
 - C. For teachers receiving the same effectiveness label on their most recent year-end performance evaluation, those teachers with documented performance and/or discipline issues shall be laid off before a teacher whose performance and/or discipline issues, if any, are less indicative of the teacher's effectiveness, as determined with reference to the seriousness, recency, frequency, and/or recurrent nature of such performance/discipline issues.
 - D. For teachers receiving the same effectiveness label on their most recent Year-End Performance evaluation and neither 1), 2), nor 3) can differentiate between them, the teacher with the lower seniority, as defined in the current collective bargaining agreement, shall be laid off first.

- 6) The association recognizes that the decision of the Board as to whether there shall be layoffs is final.

D. Recall of Staff

When it is determined by the Board of Education that it is necessary to conduct a recall from layoff, the following procedure shall be followed:

1. Recalls shall be processed after reviewing staff reassignments, both voluntary and involuntary, as well as returns from leave.
2. No positions shall be declared vacant and filled with an external, non-bargaining unit member if there are people on layoff who have the appropriate certification or State licensure to be recalled to an available position. When feasible, the Board will make necessary transfers to prevent continued layoffs of bargaining unit members.
3. Subject to the conditions set forth herein, the recall of all teachers shall be in the reverse order of layoff: i.e., those laid off last will be recalled first.
4. A teacher must possess the necessary certification and/or qualifications as well as the present physical ability to assume the position/assignment at the time the recall offer is made.
5. Teachers who do not possess the present physical ability to assume a vacant position/assignment shall continue to remain on layoff subject to the conditions contained therein. Exceptions may be made, subject to the approval from the Human Resources office, if the recalled teacher, at the time of recall is eligible for long-term disability benefits through the insurance policy in force in the school district.
6. In no event shall this be applied in such a manner that a teacher who has been rated as Needing Support or Developing on his/her most recent Year-End Performance Evaluation shall be recalled before a teacher who is rated as Effective on his/her most recent Year-End Performance Evaluation.
7. In order to be eligible for recall, the teacher must have maintained a current address and telephone number with the Human Resources Department.
8. Teachers being recalled shall be notified by email, u.s. mail and/or telephone according to the contact information on file with the Human Resources Department. In the event that a teacher being recalled cannot be reached by email and/or telephone or the teacher rejects reemployment, said teacher will be given ten (10) calendar days from the date of the mailing of a certified letter of recall to indicate his/her acceptance or rejection in writing of reemployment before the termination of the employee's recall rights. Such letter shall be mailed to the teacher by certified mail, return receipt requested. Failure to respond within a ten (10) calendar day period will end the employee's recall rights and employment with the district will be terminated.
9. Teachers shall possess recall rights for up to three (3) years from the date of layoff.
10. A bargaining unit member on layoff who fills a position outside the bargaining unit, but within the District, shall continue to be subject to recall.

11. Teachers on leaves of absence will be given notice of reduction if they were scheduled to return to work but no position exists because of a reduction. Such teachers shall be placed on the recall list and given notice of recall.
12. Failure to accept an available position for which the employee is certified, state approved, licensed, and/or endorsed, or failure to notify the District of unavailability, may be considered a voluntary quit; and the Board may terminate its obligation to that employee. Notice of acceptance of assignment or notice of unavailability by that employee must be received by the District within ten (10) days of receipt of notice of recall or return.
13. Nothing contained herein shall be interpreted to limit the rights afforded to a Teacher under the Teachers' Tenure Act.

E. INVOLUNTARY TRANSFERS

If following the last positing in June, individuals remain in the displace staffing pool, it will be determined that involuntary transfers are needed in order to place displaced staff and fill the remaining unfilled vacancies. When involuntary transfers are needed, the Administration and the LEA President or his/her designee, will meet to determine the specific involuntary transfers that will be executed in order to place all Displaced staff to be assigned a position for the ensuing school year.

Individuals remaining on the "Displaced to be Assigned" list will be placed in any remaining vacant position for which they are appropriately certified to teach. This will be considered an assignment and not an involuntary transfer.

Involuntary transfers are considered temporary (one-year) assignments and the individual being involuntarily transferred maintains initial staffing to their previously assigned building.

When it is determined that an involuntary transfer of a teacher is necessary, the teacher shall be notified as soon as possible.

Involuntary transfers will be completed in the order as follows until all remaining staff who are displaced and owed a position have received an assignment:

1. If an individual who received a tentative assignment, but posted during the posting period into a new position can be returned to their tentative assignment position, thus creating a direct placement of someone on the displaced staffing list, said individual will be returned to their originally assigned position. To begin staffing for the following year, the individual will be contained on the building/program staffing list of the position for which they had posted and been awarded but were involuntarily transferred out of.
2. Additional involuntary transfers will be executed as necessary to place any remaining staff on the displaced staffing list giving consideration to the following:
 - a. least number of individuals impacted;
 - b. prior communicated interest;
 - c. seniority
3. No teacher with twenty-five (25) or more years of seniority will be involuntarily transferred pursuant to this section unless the teacher agrees to the transfer.

4. If there is a staff member who is discovered to be unplaceable following the involuntary transfer process, the teacher shall immediately receive a notice of layoff.
5. If additional vacancies result after the involuntary transfer process, but prior to the start of the school year, the involuntary transfers will be undone prior to filling a new vacancy unless the transferred teacher elects to remain in the position for the school year.
6. No bargaining unit employee shall be involuntarily transferred to implement a school improvement plan developed pursuant to any enacted State or Federal Laws unless required by that statute.
7. At no time shall involuntary transfers be effectuated during the school year to recall additional teachers from the recall list unless the teacher otherwise agrees.
8. If the affected bargaining unit employee feels that there is a legitimate objection to the transfer, a conference will be held with the Superintendent or his/her designee concerning such objection.

ARTICLE 10 MEDICAL EXAMINATION

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

ARTICLE 11 PROCEDURE WHEN ABSENT BECAUSE OF ILLNESS

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

ARTICLE 12 LEAVE

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

The teacher has an individual and collective contractual obligation to report to work on each contracted workday. The leave policies here set forth provide for the reasonable absences from work. Any absence other than for those provided shall be considered unapproved leave and be subject to appropriate payroll deduction.

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

A. Personal/Family Illness or Disability

1. At the beginning of every school year, a teacher shall be credited with ten (10) days of sick leave minus any days needed for the Association to assess for the Sick Leave Bank (SLB). The unused portion shall accumulate as determined in Article 19, Section H.
2. New hires commencing work after the beginning day of school, and teachers working less than the normal school year (including a teacher who goes on unpaid leave during the school year), in a regular program, shall be credited sick days on the pro-rata basis of one day per every month worked during the teacher work year. (e.g. a teacher hired in January will be credited 6 days total, one for each month January-June) Further, in situations where teachers begin the year using days advanced by the Sick Leave Bank as referenced below, the Sick Leave Bank will be credited with days based on the same proration.
3. Teachers working full year assignments which are less than full time will be credited sick days prorated to the same percentage as their assignment. (e.g. a teacher assigned to a 30% position would receive 3 sick days annually based on $30\% \times 10 = 3$.)
4. A teacher absent from duty because of personal illness or temporary disability which shall include illness in the immediate family shall be paid his/her full salary for the period of such absence, not to exceed the individual's advanced and accumulated sick leave time and granted sick bank days.
5. Immediate family shall include the employee's spouse, children, father, mother, brother, sister or any other person whose relationship is equivalent to that of a household relative. In addition, sick leave credit may be used by the teacher for critical illness or death of his/her grandparents or grandchildren, son-in-law daughter-in-law, father-in-law, mother-in-law, brother-in-law and sister-in-law.
6. If, at the beginning of any school year, a teacher is ill and unable to resume his/her teaching duties in this school system, and such teacher has accumulated sick leave, he/she will be allowed to use such previously accumulated sick leave days while he/she remains ill and unable to work, provided he/she is not otherwise employed.

Such a teacher will not be credited with any additional leave days until he/she has returned to his/her teaching duties. Upon return the teacher will be credited with days pursuant to the pro-rata basis specified previously minus any days assessed that school year by the SLB prior to the teacher's return to work (such assessment will be on the same pro-rata basis). The teacher may apply three (3) of these days at the end of the school year to reimburse said teacher for days lost while fulfilling eligibility requirements for the sick bank should the Sick Leave Bank require loss of days prior to eligibility.

7. When a teacher has been absent because of personal or immediate family illness or disability for ten (10) consecutive workdays, the teacher shall no longer be entitled sick leave benefits until a doctor's statement is provided confirming the illness or disability. Such statement should include, when possible, the approximate date for returning to active employment. Upon receipt of such statement said benefits will be reinstated with no loss of benefits for days in the intervening period. No actual payroll deductions shall be made related to this provision prior to allowing the employee five (5) working days to provide the doctor's statement. Such doctor's statement shall be accepted without requirement for additional medical verification.
8. A teacher absent because of personal or immediate family illness or disability for thirty (30) consecutive workdays may be required, upon reasonable notice and if reasonable doubt exists concerning the illness or disability, to submit additional, acceptable verification.
9. While a teacher is absent, and using personal or Sick Bank sick leave days, his/her status in all contractual benefits, rights, and privileges remain the same as if the teacher was actively working.
10. Any teacher whose own illness (not illness of immediate family) extends beyond the period of compensation provided by accumulated sick leave provisions shall be granted a leave of absence without pay or fringe benefits, except as paid by the teacher or as otherwise provided for in this contract, for such time necessary for complete recovery from such illness. Any teacher on leave of absence without pay or fringe benefits, except as paid by the teacher or as otherwise provided in this contract shall not be entitled to advancement on the salary schedule. Upon return from leave of absence within one (1) year of commencement of said unpaid leave, the Board will return the teacher to a position similar to the position held at the time the leave was initiated (unless such job has been abolished in a general instruction change). If such leave extends beyond one year, the Board will return the teacher to a position which is available, that is vacant, and for which the teacher is certified.
11. Any teacher who is absent because of an injury or disease compensable under the Michigan Workmen's Compensation Law shall receive, from the Board, the difference between the disability benefits provided by the Workmen's Compensation Law and the sick leave benefits herein provided. To the extent that the Board makes payment to the teacher for the portion of his/her salary not reimbursed under the Workmen's Compensation Law, said partial payments shall be charged pro rata against the teacher's accumulated sick leave or approved sick bank days.

B. Family Medical Leave Act (FMLA)

The Board will comply with provisions of the Family and Medical Leave Act (FMLA) of 1993. To be eligible for leave under the Act, an employee must have been employed for at least 12

months and must have worked for at least 1250 hours during the previous 12-month period. To the extent required by law, an eligible employee is entitled to a total of 12 workweeks of leave during any twelve-month period (measured back from the last use of FMLA leave) for one or more of the following:

1. The birth of a child or placement of a child for adoption or foster care;
2. To bond with a child (leave must be taken within one year of the child's birth or placement);
3. To care for the employee's spouse, child, or parent who has a qualifying serious health condition;
4. For the employee's own qualifying serious health condition that makes the employee unable to perform the employee's job;
5. For qualifying exigencies related to the foreign deployment of a military member who is the employee's spouse, child, or parent.

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

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

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

Employee return from leave taken under the Act will be to an equivalent position if required by the Act and as governed by relevant contract provision.

12.

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

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

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

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

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

D. Bereavement Leave

1. Bereavement Day

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

2. Funeral Day

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

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

E. Personal Business Leave

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

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

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

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

It is the district's intent that personal business days are appropriate and typical of the following obligations, although these are not all inclusive: court appearances, scheduled medical examinations, religious holidays, college graduation exercises, real estate transactions, honors

convocations honoring the employees or members of his or her immediate family, legal or financial matters, moving, registration at a university, marriage, and other personal matters of a business nature. Personal business days may not be used for vacation or hunting.

F. Jury Duty

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

G. Compulsory Absence

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

H. Professional Leave

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

I. Association Leave

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

J. Personal Emergency

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

K. Sabbatical Leave

A teacher shall be granted a leave of absence without pay or fringe benefits, except as paid by the teacher, for up to two years of graduate study providing the request is submitted by June 30. The teacher will be allowed up to two year's credit on the salary schedule provided he/she satisfactorily completes his/her graduate study. Upon return from graduate study the Board will return the teacher to an available position for which he/she is certified. During the period of such leave the teacher shall, upon request, submit verification of continuing fulfillment of the

purpose for the leave. Should the conditions not be fulfilled the teacher shall be subject to immediate recall to an available position for which the teacher is certified.

L. Medical Leave

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

M. Military Leave

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

N. Reduction in Staff Leave

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

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

O. Personal Leave

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

P. Parental Leave

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

1. The employee must submit the request sixty (60) calendar days prior to the commencement of the leave.
2. Verification from a doctor or legal agency must be submitted with the leave request that the employee or employee's spouse is pregnant or to be the parent in a legal adoption procedure.
3.
 - a. The commencement of the leave must be no later than the expected date of delivery or day scheduled for receiving the adopted child or the termination of a medically approved disability leave relating to the birth of a child.
 - b. For leaves which are to commence specifically on date of delivery, or date an adopted child is received, the leave will take effect on the actual date of delivery, or the day the adopted child is placed in the custody of the adopting parent.
 - c. Leaves based on convenience of the employee rather than the delivery date, or date for receiving the child, must commence on the date indicated in the original request unless the leave is canceled.
4. The employee must indicate with the leave request the termination date of the leave as based on the options following:
 - a. Returned to Same Position Option: A teacher may return to the same position (unless such job has been eliminated in a general instructional change) if: 1) leave commences during the school year and return is within ninety (90) school days within the same school year; 2) leave is effective at the end of the current school year and request is to return no later than 90 calendar days after the start of the following school year. A parental leave may be extended by written request thirty (30) calendar days prior to the termination of the current leave.
 - b. Returned to Similar Position Option: A teacher may return to a similar position in the building (unless such job has been eliminated in a general instructional change and therefore the teacher will be displaced and assigned through the regular staffing process) if 1) leave commences during the school year and return is greater than ninety (90) school days within the same school year; or 2) the leave commences immediately prior to or during the school year and return is at the beginning of the following school year.
 - c. Return If A Vacancy Exists Option: A teacher may set the termination date at the beginning of any trimester/semester within two (2) calendar years from the commencement date of the leave. Following the termination date the teacher will be returned to the first available position for which the teacher is certified; and whenever possible, to a position comparable to that held prior to the leave. If no vacancy exists the teacher shall be placed according to procedures in Article 9.
5. During such parental leave the teacher shall not be entitled to any pay or other fringe benefits. Such leave shall not constitute a break in service and shall not be counted as employment time for the purpose of salary schedule placement or seniority except as other wise provided in this Agreement.

6. The employee cannot otherwise be employed during the period of such leave. If the employee becomes otherwise employed he/she shall be subject to immediate return to work in an available position for which he/she is certified.

ARTICLE 13

PROTECTION OF TEACHERS

- A. If criminal or civil proceedings are brought against a teacher arising out of disciplinary action taken by a teacher against a student, the Board, upon request, will provide initial legal counsel to advise the teacher of his/her rights. The Association, after review of the facts of the case, may request the Board to furnish legal counsel to defend the teacher in such proceedings. If the request is denied, a three member committee consisting of a member of the LEA, a member of the Administration, and a member of the Board will review for a final decision on providing counsel.
- B. During the first seven days of time lost by a teacher while on the job in connection with any incident involving assault by a student or adult that results in an injury requiring time off of work as documented by a medical professional, the time lost shall not be charged against the teacher, their sick leave or the LEA Sick Bank. Upon the eighth calendar day, the teacher may qualify for workers' compensation. The difference in compensation between the teacher's actual salary and workers' compensation will be paid and shall not be charged against the teacher, their sick leave or the LEA Sick Bank. After 90 days of lost time, the teacher may apply for long-term disability.
- C. The Board will reimburse employees for any loss, damage or destruction of clothing or glasses of the employee while fulfilling professional duties and assignments. Vehicle reimbursement will be provided subject to these conditions: 1) the vehicle must have been parked in a designated teacher parking area; 2) the damage must have occurred during regular school hours; 3) a police report must be filed; 4) the damage must be judged by the police to have been vandalism rather than the result of an accident; 5) if the guilty parties are tentatively identified the teacher must assist in the prosecution or discipline of the parties; 6) the maximum reimbursement shall be one hundred dollars (\$100). The Board and Association agree that there shall be no duplication of benefits and such reimbursement will be determined after the employees personal insurance coverage benefits, if any, are deducted from the amount of the claim. This will not include theft. The Board reserves the right to fully investigate with the cooperation of the teacher, the circumstances surrounding such a claim for the purpose of determining whether students or other individuals may be held liable for any such damage.
- D. Except in life threatening or emergency situations no teacher shall be expected to perform medical or hygiene procedures for students such as, but not limited to, suctioning, catheterization, toileting, diapering, or attending to any personal hygiene or medical needs of students. The Board will endeavor to provide ongoing medical and hygiene procedures for students utilizing staff other than classroom teachers. If extenuating circumstances arise in specific situations, the administration may meet with the teacher and an LEA representative to discuss problems and how they will be solved. Any solutions must be mutually agreeable before enacted.

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

ARTICLE 14 GRIEVANCE PROCEDURE

A. Definitions

1. **Grievance** is defined as any claim by an employee or group of employees that there has been a violation, misinterpretation, or misapplication of any provision of this Agreement.
2. **Employee** includes any individual or group of individuals within the bargaining unit hereinbefore defined and covered by this Agreement.
3. **Grievant** is defined as any employee who has filed a grievance in accordance with the procedure defined in this Agreement.
4. **Time limit** herein shall consist of workdays. For purposes of this Article "workdays" shall be interpreted to mean days when school is in session during the academic year and days when the central business office is open for business during the summer months between academic years. Time limits may be extended only upon written mutual consent of the parties.

- B. **Purpose** - The primary purpose of this procedure is to secure, at the lowest level possible, equitable solutions to the problems of the parties. Both parties agree that these proceedings shall be kept as confidential as may be appropriate at each level. Nothing contained herein shall be construed as limiting the right of any employee with a grievance, or the supervisor, to discuss the matter informally with an appropriate member of the administration or the bargaining unit.

- C. **Representation** – Union representative(s) has the right to be present at all levels of the grievance procedure upon request of the grievant(s).

D. Procedure Levels

Informal Level - Any employee(s) or group of employees who believe a grievable incident has occurred according to A above, shall request a meeting with the employee's supervisor within fifteen (15) workdays of knowledge of occurrence of the facts on which the grievance is based in an attempt to resolve the grievance informally. The presence of Union Representative(s) may be requested at such meeting. An employee not satisfied with the supervisor's reply may formalize the claim by submitting a written grievance on the "Grievance Report Form" (Appendix C) in accordance with the following procedure:

Level I - Any employee(s) or the Union shall submit a grievance, in writing, to the **supervisor** within ten (10) workdays from the date the grievance was discussed by the employee and the employee's supervisor as referenced above. Within ten (10) workdays of receipt of the grievance, the supervisor shall indicate her/his disposition of the grievance in writing and shall furnish a copy thereof to the employee and Union.

Level II - If the grievant(s) is not satisfied with the disposition at Level I, the grievant(s) may file an appeal with the Superintendent or his/her designee. The appeal must be filed within five (5) workdays of the disposition provided by the supervisor or if no disposition was rendered by the supervisor, within five (5) workdays of the date the disposition was due. Within ten (10) workdays of this filing, the Superintendent or her/his designee shall meet with the grievant(s) and the Union Representative(s) and within ten (10) workdays of such meeting shall render her/his written disposition of the grievance and shall furnish a copy thereof to the employee and Union.

Level III - If the Union is not satisfied with the disposition at Level II, the Board and Union may mutually agree to submit the grievance to **non-binding mediation** by MERC within ten (10) workdays of the Level II disposition. Only the Union may submit the grievance to non-binding mediation, not an individual grievant.

Level IV - If the Union is not satisfied with the disposition at Level II, the grievance may be submitted by the Union, to **binding arbitration** before an impartial arbitrator by providing the Superintendent with written notice that the grievance is being appealed to arbitration. Only the Union may submit the grievance to binding arbitration, not an individual grievant. This written notice must be provided to the Superintendent within fifteen (15) workdays of the disposition at Level II or if no disposition was rendered at Level II within fifteen (15) workdays of the date the Level II disposition was due. If a grievance was submitted to mediation pursuant to the mutual agreement of the Board and Union, the written notice must be provided to the Superintendent within fifteen (15) workdays of the date mediation ended. If the parties cannot agree as to the arbitrator within five (5) workdays from the notification date that arbitration will be pursued, the arbitrator shall be selected by the American Arbitration Association in accordance with its rules which shall likewise govern the arbitration proceeding. The demand for arbitration must be filed with the American Arbitration Association no later than ten (10) workdays from the notification that arbitration will be pursued. Both parties agree that the decision of the arbitrator shall be final and binding. The fees and expenses of the arbitrator shall be shared equally by the parties.

E. **Powers of the arbitrator** are subject to the following limitations:

1. The Arbitrator shall have no power to add to, subtract from, disregard, alter or modify any of the terms of this Agreement.
2. The Arbitrator shall have no power to establish salary scales.
3. The Arbitrator shall have no power to interpret state or federal law.
4. The Arbitrator shall have no power to change any practice, policy, or rule of the board as to the reasonableness of any such practice, policy, rule or any action taken by the board provided that all such action of the Board are to be conditioned by the specific provisions of the Agreement.
5. The Arbitrator shall be limited to deciding whether there has been a violation of the terms of the Articles and sections of this Agreement and any binding past practices which exist between the parties. The Arbitrator shall not create obligations and conditions binding on the parties from this Agreement, it being understood that any matter not specifically set forth herein remains within the reserved rights of the

Board.

6. Where no financial loss has been caused by the action of the Board complained of, the Board shall be under no obligation to make monetary adjustments and the arbitrator shall have no power to order one.
7. The Arbitrator shall have no power to rule on any claim or complaint for which there is specific remedial procedure or forum established by law or by regulation having the force of law or on any claim or complaint within the jurisdiction of a state or federal agency.
8. The Arbitrator shall have no power over any dispute involving the termination of a probationary employee.

F. General Provisions

1. All grievances and dispositions shall be completed in writing on the forms set forth in Appendix B, which is attached to and incorporated in this Agreement.
2. A grievance may be withdrawn in writing at any level without establishing a precedent.
3. A complaint or grievance may be withdrawn in writing at any level without prejudice or record.
4. Information necessary to the determination and processing of any grievance shall be furnished upon request.
5. Documents, communications, and records dealing with a grievance shall be filed separately from the personnel files of the participants.
6. The parties may mutually agree in writing to waive any level of the grievance procedure.
7. All grievance meetings will be held at a mutually agreeable time and location and will be scheduled after school hours unless the time is mutually agreed between the Union and the Board.
8. The number of workdays indicated at each level should be considered a maximum and every effort should be made to expedite the process. If the time limits described and defined in this procedure are not observed by the Union, the grievance will be considered to be abandoned. If the time limits described and defined in this procedure are not observed by the Board, the Union may appeal the grievance to the next step only if the Union appeals to the next step within the number of days referenced above in relation to the step in which the time limit was not observed with such time limit beginning on the date that such time limit was exceeded.
9. Any grievance arising under this Agreement and properly processed under the procedure herein provided shall be considered a live grievance until finally disposed of under the terms of this Contract, regardless of whether the term of this Agreement has expired during the interim. (previous #10)

G. Appeal of Discharge or Suspension

Grievances involving an appeal of discharge or suspension shall be initiated directly at Level II. Further, discharge of an employee during the probationary period shall not be processed beyond Level II of the grievance procedure.

ARTICLE 15 PROFESSIONAL RESPONSIBILITIES

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

ARTICLE 16 EFFECTIVE SCHOOL COMMITTEE

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

In reaching decisions, the ESC will use the concept of consensus. It is recognized that consensus is not defined as "rule of the majority." If a minority exists that cannot consent to what is proposed, then consensus has not been reached. It would be expected that discussion and clarification would continue on both sides of the issue until consensus is reached. Consensus on an issue does not imply that total approval has been reached or granted, but rather that all involved in making the decision can accept what is proposed.

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

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

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

ARTICLE 17
LENGTH OF SERVICE LISTS

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

ARTICLE 18
MISCELLANEOUS PROVISIONS

- A. Copies of this ratified Agreement shall be posted on the district website and hard copies will be available for any member upon request.
- B. This Agreement shall supersede any rules, regulations or practices of the Board which shall be contrary to or inconsistent with its terms. All individual contracts shall be subject to the terms of this Agreement, and if any individual contract is inconsistent herewith, the terms of the Agreement shall govern.
- C. If any provision of this Agreement or any application of the Agreement to any teacher or group of teachers shall be found contrary to law, then such provision or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

- D. Representatives of the Board and the Association's bargaining committees will meet on the last school day of each month, or on another mutually agreeable date, for the purpose of communicating on District matters of mutual interest, reviewing the administration of the contract and to resolve problems that may arise. These meetings are not intended to by-pass the grievance procedure. Further, one such meeting will be held in August on a mutually agreeable date to discuss matters pertaining to the ensuing school year. Each party will submit to the other on, or before, the Friday prior to the meeting or on another mutually agreeable date, an agenda covering what they wish to discuss.

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

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

ARTICLE 19 FRINGE BENEFITS

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

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

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

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

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

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

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

The Board will provide the teacher LTD coverage for full time employees and part-time employees working at least 50% of a full time assignment:

66 2/3% of salary after ninety (90) calendar days qualifying period

\$4,300 monthly maximum

24 hour coverage, eligibility/effective date is the date the teacher becomes eligible for benefits

Pre-existing conditions, limitation waived 3/12 pre-ex

Social Security freeze with family offset

Six (6) months before new waiting period is required

Premium paid during waiting period for L.T.D. and premium waiver for persons qualifying for L.T.D.

L.T.D. after ninety (90) days.

Mental, nervous, drug and alcohol:

These conditions covered without limitations for two (2) years with the requirement of confinement for fourteen (14) consecutive days in each ninety (90) day period thereafter.

B. **Life Insurance** - For all full-time teachers, the Board agrees to provide \$75,000 group term life insurance that will be paid to the teacher's designated beneficiary. In the event of accidental death, the insurance will pay double the specified amount; in the event of accidental dismemberment, the insurance will pay according to the schedule. If the teacher becomes totally disabled, from any cause, prior to his/her 65th birthday the life insurance in effect at the time of such disability (e.g. \$75,000) will be continued at school district expense only for the period of time she/he is receiving long term disability benefits pursuant to the District's long term disability insurance policy. Though group term life insurance is not provided for a teacher who becomes totally disabled on or after his/her 65th birthday, under State Law such teachers may be able to convert their life insurance coverage to an ordinary term life insurance policy within 31 days of termination of the coverage by contacting the Human Resources Office or the District's life insurance carrier. Part-time teachers working at least 50% of a full time assignment will receive prorated life insurance.

C. **Medical Insurance**

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

- MESSA Choices II with \$500/\$1,000, 3 Tier & Mandatory Mail RX;
- MESSA Choices II \$1,000/\$2,000, 5 Tier & Mandatory Mail RX;
- MESSA Choices II \$2,000/\$4,000, 5 Tier & Mandatory Mail RX
- MESSA ABC Plan II \$2,000/\$4,000, 5 Tier & Mandatory Mail RX
- MESSA ABC Plan II \$2,000/\$4,000, 5 Tier & Mandatory Mail RX w/10% coinsurance

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

Consistent with P.A. 152, effective July 1, 2012, the Board shall pay no more than the maximum allowed by the State of Michigan for single, 2-person, or full family coverage according to the annually adjusted "hard cap" for the health insurance plans stated above. If the controlling insurance law is changed, the current contractual language shall remain in effect until the Board and LEA agree upon replacement provisions.

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

2. At the teacher's election, the benefit provided by the Medical Insurance Waiver Plan will be provided instead of the medical insurance.
 - a. The monthly medical insurance waiver plan payment shall be \$200.00.
 - b. The monthly medical insurance waiver plan is available only to employees working one-half time or more and not taking medical benefits through the MPSERS.
3. Teachers covered by another medical care plan are not eligible for medical insurance coverage unless the other coverage is terminated. Should it be impossible for the employee to terminate the other insurance the employee will receive the district medical care benefit.
4. The medical care benefit shall be available to all part-time regular employees. If the part-time employee chooses, the Board shall pay a pro-rated portion of the annual medical insurance amounts listed above, and the employee shall pay the difference.
5. Each year, November will be the open enrollment periods for teachers to select their medical insurance plan.
6. The Board agrees to make a Flexible Spending Account (FSA) plan available for medical and other allowable purposes.

D. Dental Insurance

Non Coordination of Benefit (NON-COB) -- The Board will provide full-time unit employees and their eligible dependents Non-COB dental insurance with a benefit level of 100% Class I, 80% Class II, 80% Class III, 80% Class IV. Each insured person is limited to a maximum of \$2,000 for Class I, II, and III expenses in any one benefit year and \$1200 lifetime for Class IV. Such insurance will have a benefit level as described in the "Summary of Benefits" located on the District Website under "transparency report".

Coordination of Benefit (COB) -- If an employee is eligible for other group dental care through a spouse, either within or outside the bargaining unit, COB dental insurance with a benefit level of 50% Class I, 50% Class II, 50% Class III, and 50% Class IV will be provided. Each insured person is limited to a maximum of \$2,000 for Class I, II, III expenses in any one benefit year and \$1,200 lifetime for Class IV. Such insurance will have a benefit level as described in the "Summary of Benefits" located on the District Website under "transparency report". Benefits will be coordinated up to 100% of the dental charge. If the plan of the employee's spouse is less than the district's 50% plan, or if the spouse's plan will not coordinate benefits, the employee may choose either the 100-80-80-80 group or the 50-50-50-50 group.

1. All part-time employees working at least 50% of a full time assignment will be provided dental insurance for themselves and their eligible dependents. All such employees will be placed in the 50-50-50-50 (COB) group as referenced above.
2. Dental insurance will include endosteal implants subject to limits of the policy.

E. Vision Insurance

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

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

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

15 school years	\$1,500.00
20 school years	\$1,716.00
25 school years	\$1,913.00
30 school years	\$2,110.00

H. Unused Sick Days - Sick days shall be credited for each school year as determined in Article 12.

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

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

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

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

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

- I. **Early Notification of Termination Payment** - The Board agrees to provide payment to any teacher, whether active or on paid leave, who submits to the Board his/her written notice of retirement or resignation effective at the conclusion of the current school year. This payment shall be prorated for part-time teachers and shall be made in one of the following amounts dependent upon when the written notice was submitted.

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

- J. **Benefit Duration for Retiring/Resigning Employees** - Benefits shall be maintained for retiring or resigning employees as follows:

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

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

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

- a. For employees completing the full school year, all health insurances (i.e. medical, dental, and vision) and life insurance will continue through the immediately following August;
- b. For employees not completing the full school year, all Board-paid insurances shall terminate immediately following the last day of employment.

2. For every employee who resigns for any reason, long-term disability insurance shall terminate immediately following the employee's last day at work.

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

ARTICLE 20 SALARY SCHEDULE

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

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

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

*Wage Schedule 2025-2026

STEP	BA	BA +18	MA	MA +15	MA +30
1	\$40,000	\$40,500	\$41,000	\$43,211	\$46,692
1a	\$40,400	\$41,000	\$42,050	\$44,439	\$48,018
2	\$40,800	\$41,500	\$43,211	\$45,667	\$49,346
2a	\$41,300	\$42,000	\$44,439	\$46,965	\$50,746
3	\$41,500	\$42,500	\$45,667	\$48,263	\$52,146
3a	\$42,000	\$43,882	\$46,965	\$49,631	\$53,628
4	\$42,782	\$44,984	\$48,263	\$51,002	\$55,108
4a	\$43,882	\$46,142	\$49,631	\$52,451	\$56,674
5	\$44,984	\$47,300	\$51,002	\$53,901	\$58,241
5a	\$46,142	\$48,518	\$52,451	\$55,431	\$59,894
6	\$47,300	\$49,735	\$53,901	\$56,963	\$61,546
6a	\$48,518	\$51,016	\$55,431	\$58,580	\$63,295
7	\$49,735	\$52,298	\$56,963	\$60,196	\$65,042
7a	\$51,016	\$53,643	\$58,580	\$61,906	\$66,889
8	\$52,298	\$54,990	\$60,196	\$63,615	\$68,737
8a	\$53,643	\$56,407	\$61,906	\$65,422	\$70,689
9	\$54,990	\$57,824	\$63,615	\$67,228	\$72,642
9a	\$57,824	\$60,800	\$67,228	\$71,048	\$76,767
10	\$61,779	\$64,959	\$71,830	\$76,837	\$83,261
10a	\$63,645	\$66,921	\$74,732	\$79,941	\$94,000

*** For the 2025-2026 school year, staff members will be advanced 1 full STEP (ie. 1a to 2a) from the STEP assigned in 2024-2025.**

Wage Schedule 2026-2027

The parties agree that the salary schedule for the 2026-2027 school year will be negotiated and finalized no later than June 1, 2026.

B. Salary Schedule LANE Adjustments

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

District Professional Preparation Review (DPPR) Committee: Following initial hire with the school district, the DPPR committee will review and approve all LANE change requests for MA, MA+15 and MA+30 using the "DPPR Program Approval Form".

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

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

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

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

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

- b. Relationship to receipt of additional teacher certificate endorsement(s) or an administrator endorsement.

Master's programs in education, educational administration, and curriculum from an accredited institution will be accepted by the DPPR Committee.

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

- 3. **MA+15 and MA+30:** For MA +15 or MA +30 salary schedule placement the teacher must complete fifteen (15) or thirty (30) semester hours, respectively, of graduate level work in, or transferable to, an accredited institution after the completion of the Master's Degree. The work must be part of a planned program leading to additional certificate endorsement(s), or in a planned program in an academic area demonstrably related to subject(s) for which the teacher is certified to teach. Such planned programs shall be reviewed by the DPPR Committee pursuant to the process specified above. A teacher who would like to use this method to move horizontally on the salary schedule must attach to the DPPR form a letter or other documentation from the university or college which verifies the following:
 - a. The coursework is graduate level;
 - b. The coursework results in the awarding of semester credits that will be recorded on a transcript.

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

Flexibility in qualifying for MA+15 and MA+30 was provided in the 2023-2025 Master Agreement. LEA members who did not qualify under the previous guidelines for MA+15 or MA+30, but who may qualify under the new guidelines, will need to complete the "Change in Salary Status" and be approved for the LANE adjustment. LANE adjustments will ONLY occur at the start of the school year or the start of second semester following approval by the DPPR Committee and the submission of all necessary paperwork by August 15 (for start of school year) and January 15 (for second semester). LANE assignment adjustments will NOT be retroactive for any reason.

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

C. **Additional Provisions of the Salary Schedule:**

- 1. All tenure teachers coming into Lapeer Community Schools should consider themselves on probation for the first two years.

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

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

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

Similarly, at the secondary level (7-12), a full-time teacher who teaches a course during what otherwise would be his/her individual planning period is compensated an additional 18.18% for teaching this additional course . Payment for teaching full time plus an additional course is calculated as 118.18% of the full-time salary for each marking period in which the additional course is taught [e.g. a full-time teacher whose annual salary is \$60,000 would earn \$35,454 (i.e. \$5,454 for teaching the additional course) for teaching full time plus an additional course for one semester].

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

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

across the remainder of the school year pursuant to Article 20., A. of the ***Master Agreement***. The Board may make an exception to the above provision for any less than full-time position that is scheduled to increase in percentage following the first marking period of a school year. In such a situation, the Board may determine that the initial individual employment contract will specify the total annual compensation. Payment for such contract shall be spread evenly across the school year pursuant to Article 20., A. of the ***Master Agreement***.

D. Payroll Deductions

Article I contains details regarding payroll deductions.

E. Attendance Incentive

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

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

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

- Injury covered under Workers' Compensation;
- Jury duty of the employee;
- Work-related subpoena received by the employee;
- Association Leave;
- Bereavement Leave;
- School Business
- Compensatory time (Comp Time)
- Non-Work Day

ARTICLE 21 OTHER COMPENSATION

The Salary Schedule used to determine compensation for all compensation defined in Article 21 including Extra-Instructional Schedule and Coaching Schedule will be the MA+15 Lane in the Article 20 Salary Schedule for the applicable school year.

1. Extra-Instructional Schedule

A. Music & Elementary Fine Arts

The following teaching positions shall entail specific extra duties determined by past practice and shall receive additional compensation as indicated above that reflects the same STEP the teacher is assigned as a part of his/her regular position in Article 20. Choir Instructors with partial assignments at multiple levels (senior high and middle level) shall only receive one stipend reflecting the level where they are assigned for a majority of their work assignment.

- Secondary Level Band Instructor (7-12) 6%
- Marching Band Instructor(s) (9-12) 6%
- Senior High Choir Instructor (9-12) 6%
- Middle Level Choir Instructor (7-8) 4%

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

B. Psychologist, Social Workers, Speech Pathologists

Based on the additional requirements generally needed to obtain certification in the following areas, employees assigned to the following positions will receive additional compensation as indicated below based upon the same STEP that the employee is assigned as part of his/her regular position in Article 20 on the MA+15 lane of the Article 20 wage schedule:

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

2. Schedule B

A. Advisor/Sponsor Schedule

The following extra-curricular advisor/sponsor assignments shall receive compensation as indicated. These positions shall be filled by bargaining unit members whenever

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

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

"Available Position" shall be defined as follows:

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

Any Level

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

Secondary

Athletic Coach Advisory Team (ACAT) Member	\$2000
Book Club	\$ 300
Pep Club (full school year)	\$1000
Unity Club	\$ 625

Senior High

Animé Club	\$ 300
Art Club	\$ 925
Bowling Boys Varsity and Girls Varsity	\$1750
Bowling Boys and Girls Sub Varsity	\$1100
Cake Club	\$ 300

Chess	\$ 625
Computer Club	\$ 300
DECA Club	\$ 300
Drama Club Director	\$3500 (2 prod/yr)
Drama Club Assistant Director	\$1500 (2 prod/yr)
Engineering Club	\$ 500
Environmental Club	\$1000
Flag Football – Girls	\$ 700
Film Photography Project	\$ 500
Flag Corp	\$ 500
Grow to Glow	\$ 300
Guitar Club	\$ 300
Junior Class	\$ 925
HOSA	\$ 300
Key Club	\$ 300
Lacrosse Varsity	\$1750
Lacrosse Sub Varsity	\$ 1100
National Honor Society	\$ 1000
Newspaper	\$2000 (when not a class)
Omni Council Advisor (Pay per advisor, up to 3 total)	\$ 500
Pom-Pon Advisor	\$ 500
Problem-Solvers Club	\$ 625
Quiz Bowl	\$1100
Robotics	\$1550
Running Club	\$ 300
S.A.D.D.	\$ 300
Science Olympiad Sponsor	\$ 500
Senior Class	\$ 925
Ski Club	\$ 300
Sophomore Class	\$ 925
S.S.I.	\$ 925
Student Council	\$1000
Support Cheer Sponsor Sub Varsity (2 seasons)	\$2075
Support Cheer Sponsor Varsity (2 seasons)	\$2375
Women in STEM Fields	\$ 400
Yearbook	\$1250

Middle Level

Archery Club (additional stipend authorized for every 35 kids)	\$ 800
Art Club	\$ 300
Bee Club	\$ 900
Bowling	\$ 400
Chess	\$ 300
Class Sponsor Freshman	\$ 925
Class Sponsor 8 th Grade	\$ 300
Coding Club	\$ 400
Drama	\$ 300/prod. (max. 2/yr)
Faculty Manager	\$1700 (Full Year)
Freshman Support Cheer Sponsor (2 seasons)	\$1750
Gardening Club	\$ 600
Green Team Club	\$ 625
Newspaper	\$ 625

NHS	\$1000
Problem Solvers Club	\$ 625
Quiz Bowl	\$ 625
*Robotics	\$1500
Running/Fitness Club	\$ 300
S.A.D.D.	\$ 300
Student Council	\$1000
Support Cheer Sponsor (2 seasons)	\$ 975
Tennis Club	\$ 300
WOW Sponsor	\$1550
Yearbook	\$1250

Elementary Level

Gardening Club	\$600
Problem Solvers Club	\$ 500
Student Council (Building Level)	\$ 600
TAG Coordinator (Building Level)	\$1500

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

B. Advisor/Sponsor Ranking Committee (ASRC)

- 1) An Advisor/Sponsor Ranking Committee composed of three teachers appointed by the Association and three administrators appointed by the superintendent shall be designated for a three year term to consider and make recommendations regarding advisor/sponsor compensation. Criteria considered by the ASRC include, but are not limited to, the following:
 - number of times advisor/sponsor meets with group/team each school year
 - length of each such meeting and/or contest
 - percentage of school year that group/team is active
 - number of participants
 - visibility of group/team
 - responsibility for managing facilities and equipment
- 2) Written request for adjustment in advisor/sponsor pay should be submitted to the designated central office administrator no later than April 1 of any school year in which the *Master Agreement* will expire. Written requests should include the position for which the change is requested and justification for the adjustment. All written requests will be distributed to ASRC members for review. A recommendation from the ASRC will be forwarded to the negotiation teams.
- 3) Changes recommended by the committee are subject to approval by the Board and Association during regular negotiations or by special contract ratification.

3. **Coaching Schedule**

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

if any, shall be established by the Board.

"Available Position" shall be defined as follows:

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

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

A. Statements Regarding Coaches Salary

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

New Hire (no CAP Certification)	Step 1
CAP levels 1 and 2	Step 2
CAP levels 3 and 4	Step 3
CAP level 5	Step 4
CAP level 6	Step 5 with 0 to 4 years of coaching experience; Steps 5 to 10a are based on the total number of years coaching that particular sport.

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

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

(4) Coaching Salary Schedules

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

High School Coaches Other Than Head Varsity							
	Entry level	CAP levels 1&2	CAP levels 3&4	CAP level 5	CAP level 6	CAP Level 7	CAP Level 8
Baseball	1800	2000	2200	2400	2600	2800	3000
Basketball	2000	2200	2400	2600	2800	3000	3200
Comp Cheer	1400	1600	1800	2000	2200	2400	2600
Cross Country <i>Asst added if more than 25 athletes</i>	1400	1600	1800	2000	2200	2400	2600
Football <i>Fr & JV Head; Var Asst (2) positions with additional positions added for over 25 athletes when total number exceed 50</i>	2800	3000	3200	3400	3600	3800	4000
Football <i>Fr & JV Asst</i>	2400	2600	2800	3000	3200	3400	3600
Golf	1400	1600	1800	2000	2200	2400	2600
Hockey	1800	2000	2200	2400	2600	2800	3000
Soccer	1800	2000	2200	2400	2600	2800	3000
Softball	1800	2000	2200	2400	2600	2800	3000
Swim <i>Asst added if more than 25 athletes</i>	1800	2000	2200	2400	2600	2800	3000
Tennis	1400	1600	1800	2000	2200	2400	2600
Track	1800	2000	2200	2400	2600	2800	3000
Volleyball	1800	2000	2200	2400	2600	2800	3000
Wrestling	2000	2200	2400	2600	2800	3000	3200

Middle School Coaches							
	Entry level	CAP levels 1&2	CAP levels 3&4	CAP level 5	CAP level 6	CAP level 7	CAP level 8
Baseball	1000	1200	1400	1500	1600	1700	1800
Basketball	1200	1400	1600	1700	1800	1900	2000
Comp Cheer	900	1100	1300	1400	1500	1600	1700
Cross Country Boys – Head	1000	1200	1400	1500	1600	1700	1800
Cross Country Asst <i>added if more than 25 athletes</i>	600	800	1000	1100	1200	1300	1400
Cross Country Girls - Head	1000	1200	1400	1500	1600	1700	1800
Cross Country Girls - Asst <i>added if more than 25 athletes</i>	600	800	1000	1100	1200	1300	1400
Football – Head Coach	1600	1800	2000	2100	2200	2300	2400
Football – Asst. Coach	1200	1400	1600	1700	1800	1900	2000
Softball	1000	1200	1400	1500	1600	1700	1800
Track	1100	1300	1500	1600	1700	1800	1900
Track Asst -- <i>added if more than 25 athletes</i>	600	800	1000	1100	1200	1300	1400
Volleyball	1100	1300	1500	1600	1700	1800	1900
Wrestling - *Head	1000	1200	1400	1500	1600	1700	1800
Wrestling - *Asst	600	800	1000	1100	1200	1300	1400
*If a position is added per Article 21, B, 2, e and the coach is assigned to be in charge of a separate group of wrestlers, head coaching pay will be received.							

B. Statements Regarding Coaches Expectations

- 1) Each coach is expected to accept the full responsibility of time, effort, and character, and set the proper example in his/her assigned coaching job.
- 2) Coaches are expected to participate in other extracurricular activities, including class sponsorship.
- 3) Each coach shall take on other duties such as helping at games without expecting any further remuneration.
- 4) It is understood that the coaches will spend the time necessary before a school opens in the fall and after school closes in the spring to take care of the details relative to athletic equipment, etc.
- 5) Coaches shall be paid their contractual coaching salary in a single payment at the conclusion of their responsibilities for the coaching assignment. A separate coaching contract shall be executed for each coaching responsibility.
- 6) For all interscholastic athletic teams at the senior high level, the coaches designated as assistants shall be assigned individual responsibilities, including the coaching level, by the varsity head coach. For all athletic teams at the middle level, specific coaching assignments shall be made as determined by the school's athletic director.
- 7) All coaches shall be required to successfully complete training in CPR/AED and maintain current certification through the American Red Cross or American Heart Association. The cost of initial certification is covered by the District while the cost of certification renewal will be borne by each coach. Certification and renewal must be completed at least once every two years.

C. **Coaches Salary Review**

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

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

- Length of regular season
- Number of regular season contests
- Amount of practice time
- Number of athletes
- Responsibility for managing facilities and equipment
- Visibility of athletic team

Changes recommended by the committee are subject to approval by the Board and Association during regular negotiations or by special contract ratifications.

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

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

5. **Special Assignments**

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

- A. Employees who have their school year extended to fulfill the responsibilities of their position shall be paid their per diem rate, (e.g. counselors.) Except as provided below in "H", it is understood that such extension must have prior authorization from the administration and that the schedule of such work will be by mutual agreement of the administration and employee.
- B. Employees who work special assignments outside of the workday (ie. during vacation periods, summer months, or evenings) as determined by the Board, shall be paid

- a. \$20.00 per hour for work that does not require certification such as packing, sorting materials, administering tests
- b. \$35.00 per hour for additional assignments outside of the workday related to curriculum work/professional development/data analysis.

Conditions and terms of the work shall be determined by the Board and communicated prior to the assignment being filled.

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

Independent Study Facilitators – Bargaining unit members whom the Board may determine to use as independent study facilitators shall be compensated at a flat rate of \$200 per student for facilitating opportunities for students outside of the basic workday for teachers (as referenced in Article 6).

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

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

During the regular scheduled student day request for facilitation of independent study programs as described above, or variations, must be forwarded by the principal to the Department of Instruction for prior approval.

On-line Student Mentors – Teachers who are approved to work as On-Line Student Mentors and are assigned as the Teacher of Record for students enrolled in online virtual programs will be paid \$250 per student/per each semester course.

7. **Mentor Stipend**

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

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

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

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

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

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

8. **Department chairs** will receive pay for their assignment in the amount of \$1100 to be included in the first pay in June and after a review of the completion of duties for the year.
9. A total of eight **counselor workdays** shall proceed and follow each school year to be paid at the normal per diem rate. The schedule of such workdays will be determined by the administration after consultation with each counselor. Two (2) additional workdays will be made available to fulfill evening responsibilities during the regular school year, with days being used in quarter-day or half-day increments, with pay at the normal per diem rate. Such evening responsibilities shall be determined by prior mutual agreement of the administration and counselor.
10. **Substituting on Conference Period**
Each teacher may substitute teach on his/her conference (specials) period if a substitute teacher is not available and shall be paid \$30 per class period; such substituting shall be voluntary. Each teacher may substitute for compensation, a maximum of 1 class period per day.

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

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

ARTICLE 22
DURATION OF AGREEMENT

This agreement shall be in effect from July 1, 2025 through June 30, 2027.

- A. The parties acknowledge that during the negotiations which resulted in this Agreement each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the District and the Association, for the life of this Agreement, each voluntarily and unqualifiedly waive the right, and each agrees that the other shall not be obligated to, bargain collectively with respect to any subject or matter referred to or covered by this Agreement and with respect to any subject or matter not specifically referred to or covered in this Agreement even though such subject or matter may not have been within the knowledge and contemplation of either or both of the parties at the time that they negotiated or signed this Agreement.
- B. Negotiations between the parties shall begin sixty (60) days prior to the contract expiration date or as otherwise mutually agreed. If, pursuant to such negotiations, an Agreement on the renewal or modification is not reached prior to the expiration date, this Agreement shall expire at such expiration date unless it is extended by mutual agreement of the parties.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their authorized representatives as of May 7, 2025.

Board of Education
Lapeer Community Schools

Lapeer Education Association
of the Lapeer Community Schools

Approved

Ratified

by _____
Summer Putnam, President

by _____
Kristen Wilcox, President

and _____
Lisa Novak, Secretary

and _____
Sally Wolfer, Chief Negotiator

**APPENDIX A
2025-2026
TRADITIONAL SCHOOL CALENDAR**

Aug 19, 2025	Workday for teachers ^c .
Aug 20	In-Service Day for teachers ^{a.b} .
Aug 25	First day for students
Aug 29 - Sept 1	Labor Day Holiday – no school
September 22	In-Service Day for teachers, No School for Students
October 22 & 27	Elementary (K-4) Parent Teacher Conferences ^d .
October 16 & 20	Rolland-Warner (5-6) Parent Teacher Conferences ^d .
October 22 & 28	Zemmer (7-8) Parent Teacher Conferences ^d .
October 23 & 29	Lapeer High School (9-12) & CFI Parent Teacher Conferences ^d .
October 31	No School
November 14	In-Service Day for teachers (remote), No School for Students
November 24	K-6 Records day ^f ; K-6 first trimester ends; No School 7-12 Staff, No School for Students
November 25 – 28	Thanksgiving Holiday – No School
Dec. 22 – Jan 2	Winter Recess – No School
January 14	7-12 Summative Assessments begin for students (full day of school)
January 15 & 16	7-12 Summative Assessments ^e . Reduced day for students.
January 19	K-6 PD (remote); 7-12 Records Day for teachers ^f , 7-12 First semester ends, No School for Students
February 13	In-Service Day for teachers (remote), No School for Students
February 16	Mid-Winter break – No School
March 2	7-8 Parent Teacher Conferences ^d .
March 4	9-12 Parent Teacher Conferences ^d .
March 6	K-6 Records day ^f ; K-6 second trimester ends; 7-12 Inservice day (remote); No School for Students
March 30-April 3	Spring Recess – No School
April *6	Easter Monday – No School
May *22-25	Memorial Day Holiday – No School
June 9	7-12 Summative Assessments begin (full day of school)
June 10 & 11	7-12 Final exams Summative Assessments ^e Reduced day for students.
June 11	Last day for students ^{e, **} .
June 12, 2026	Last day for teachers ^f .

Total Student days = 177 instructional days

Total Teacher days = 177 instructional days; 5 PD days; 1 Workday; 1 PT Conf Day; 2-3

Records days

* April 6 & May 22 are non-scheduled day of student instruction that may be scheduled if rescheduling of days is needed in order to meet State required minimum days of instruction for cancellations due to conditions not within the control of school authorities such as severe storms, power outages, etc.

** In the event of inclement weather or other reasons necessitating the cancellation of scheduled school days, the school year may need to be adjusted to provide the State-required number of student days of instruction or the State-required minimum hours of annual student instruction. Year-end final exams will be held on the last three student instructional days of the school year.

a. The identified professional development date which occurs prior to the start of school year (Aug 20) may be adjusted for the following categories of District Special Education Staff (Early Childhood Special Education; District Special Education Teacher Consultants; Speech Pathologist; Social Workers; Psychologist) in order for specified staff to participate in County-wide training offered by Lapeer County Intermediate School District. The adjusted mandatory PD date for specified staff will be determined and communicated no later than August 1, 2025.

b. Mandatory building meeting that is otherwise to occur on the teacher workday will be limited to no more than one hour duration and added to extend the workday identified for professional development.

- c. Teachers may complete workday responsibilities, outside of the one-hour mandatory meeting, during an alternate day/time following the opening of the buildings for the school year.
- d. Nine (9) hours will be allocated as follows:

Grades K-6

2 hours open house
7 hours parent-teacher conferences

Grades 7-12

2 hours open house/curriculum night & 7 hours parent-teacher conferences; or
1 hour open house/curriculum night & 8 hours parent-teacher conferences; or
9 hours parent-teacher conferences

Finally, each building ESC will develop the actual parent-teacher conference schedules for those dates with at least one-half of the conference time being after 5:30 PM.

- e. Students in grades 7-12 will be released early for summative assessments.
- f. After teachers submit all information required by the administration to complete student grading, the teacher workday has been fulfilled. It is understood that the day before the records day shall be a full workday and may not be shortened in relation to this provision.

Additional Professional Work Time Requirements

Absences during professional development time which are covered by sick leave or personal business leave shall be deducted from such accrued leave. Absences relating to student competitions (not practices) are allowable with prior approval of school business leave.

Collaborative Planning will be scheduled within the building or with staff from other buildings as follows:

K-12 Every Tuesday that students are in session except August 26.

*General School Improvement activities and staff meetings are scheduled as follows:

September 4, October 2, November 6, December 4, January 8, February 5, March 5, April 9, May 7, June 4

**In accordance to Article 6, if a SIP date is scheduled on a date that school is cancelled due to weather or other event, the SIP meeting will still be held on the same date at 10:00 am and staff will be required to attend remotely. If circumstances do not allow the staff member to attend remotely (for example power outage, no access), the staff member will be expected to receive the information the following workday either during his/her planning period or if a recording is available, may be viewed outside of the workday.*

In order to meet state minimum requirements for pupil instruction days, as allowed in pupil accounting requirements, this calendar utilizes 3 district provided professional development days to count as 3 (three) days of student instruction. This allowance may be used if the district meets certain requirements for the designated professional development program on the days counted AND at least 75% of the instructional staff scheduled to participate in the professional development session are in attendance. In the event the district is unable to count the day as a result of teacher attendance below 75%, those teachers scheduled to attend will be required to attend another mutually agreed professional development date.

Finally, it is understood and agreed that if it is necessary to return teachers to 188 day work year (187 days and 2 half-days for parent-teacher conferences), such return shall be with no related increase in compensation or reduction in teacher instructional minutes.

2025-2026 YEAR-ROUND SCHOOL CALENDAR

July 25, 2025	Workday for teachers ^a .
July 28	First Day for Students ^b .
Aug 20	In-Service day for teachers, no school for students ^c .
Aug 21 & 22	No School
Aug 29 - Sept. 1	Labor Day Holiday – No School
Sept 22	In-Service day for teachers, no school for students
Sept 24 & Sept 29	K-4 Year-Round Parent Teacher Conferences ^d .
Sept. 26	No School
October 16 - 20	5-6 Year-Round Parent Teacher Conferences ^d .
October 24	K - 6 First trimester ends; K-6 Records Day ^e ; No School for students;
Oct. 27-31	Intersession – K - 6 No School
November 14	In-Service day for teachers (remote), no school for students
November 24 – 28	Thanksgiving Holiday – No School
Dec. 22 - Jan 2	Winter Recess – No School
January 19	K-6 In-Service day for teachers (remote); No School for Students;
February 13	In-Service Day for Teachers (remote), no school for students
February 16-20	Intersession – No School
February 23	K-6 Second trimester ends, K-6 Records day ^e , No School for Students
March 6	No School
March 23 - 27	Intersession – No School
March 30 – April 3	Spring Recess – No School
April *6	Easter Monday – No School
May 1	No School
May *22-25	Memorial Day Holiday – No School
June 11	Last day for students **
June 12, 2026	Last day for teachers ^e .

* April 6 & May 22 are non-scheduled days of student instruction that may be scheduled if rescheduling of days is needed in order to meet State required minimum days of instruction for cancellations due to conditions not within the control of school authorities such as severe storms, power outages, etc.

** In the event of inclement weather or other reasons necessitating the cancellation of scheduled school days, the school year may need to be adjusted to provide the State-required number of student days of instruction or the State-required minimum hours of annual student instruction. Year-End final exams will be held on the last three student instructional days of the school year.

Total Student days = 177 instructional days

Total Teacher days = 177 instructional days; 5 PD days; 1 Workday; 1 PT Conf Day;
3 Records days

- a. Teachers may complete workday responsibilities, outside of the one-hour mandatory meeting, during an alternate day/time following the opening of the buildings for the school year.
- b. Any mandatory building meeting will be limited to no more than one hour duration. Said meeting will occur on July 25 for year round staff. Year round staff will not be required to attend the one-hour meeting for traditional school staff which will occur on a designated PD in August.
- c. The identified professional development dates which occur prior to the start of school year (Aug 20) may be adjusted for the following categories of District Special Education Staff (Early Childhood Special Education; District Special Education Teacher Consultants; Speech Pathologist; Social Workers; Psychologist) in order for specified staff to participate in County-wide training offered by Lapeer County Intermediate School District. The adjusted mandatory PD date for specified staff will be determined and communicated no later than August 1, 2025.

d. Grades K-6

2 hours open house & 7 hours parent-teacher conferences

Each building ESC will develop the actual parent-teacher conference schedules for those dates with at least one-half of the conference time being after 5:30 PM.

- e. After teachers submit all information required by the administration to complete student grading, the teacher workday has been fulfilled. It is understood that the day before the records day shall be a full workday and may not be shortened in relation to this provision.

Additional Professional Work Time Requirements

Absences during professional development time which are covered by sick leave or personal business leave shall be deducted from such accrued leave. Absences relating to student competitions (not practices) are allowable with prior approval of school business leave.

Collaborative Planning will be scheduled within the building or with staff from other buildings as follows:

K-7 Every Tuesday that students are in session with the exception of July 29.

*General School Improvement activities and staff meetings are scheduled as follows:

September 4, October 2, November 6, December 4, January 8, February 5, March 5, April 9, May 7, June 4

**In accordance to Article 6, if a SIP date is scheduled on a date that school is cancelled due to weather or other event, the SIP meeting will still be held on the same date at 10:00 am and staff will be required to attend remotely. If circumstances do not allow the staff member to attend remotely (for example power outage, no access), the staff member will be expected to receive the information the following workday either during his/her planning period or if a recording is available, may be viewed outside of the workday.*

In order to meet state minimum requirements for pupil instruction days, as allowed in pupil accounting requirements, this calendar utilizes 3 (three) district provided professional development days to count as 3 (three) days of student instruction. This allowance may be used if the district meets certain requirements for the designated professional development program on the days counted AND at least 75% of the instructional staff scheduled to participate in the professional development session are in attendance. In the event the district is unable to count the day as a result of teacher attendance below 75%, those teachers scheduled to attend will be required to attend another mutually agreed professional development date.

Finally, it is understood and agreed that if it is necessary to return teachers to 188 day work year (187 days and 2 half-days for parent-teacher conferences), such return shall be with no related increase in compensation or reduction in teacher instructional minutes.

APPENDIX B

PERSONAL BUSINESS DAY APPLICATION INFORMATION

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

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

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

Lapeer Community Schools
Request for Personal Business Leave

Employee's Name

Date of Request

Building Assignment(s)/Position

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

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

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

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

EMPLOYEE SIGNATURE

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

Principal's Signature Date

Internal Administrative Office Action: _____ APPROVED _____ NOT APPROVED

Signature Date

APPENDIX C
Grievance Form

All provisions of Article 14 will be strictly observed in settlement of grievances.

(Used for Level I and Level II)

Association Name	
Name of Grievant	
Grievant Work Assignment	
Grievant Work Location	
Date Cause of Grievance Occurred	
Date Grievance Informally Discussed with Supervisor	
Date Level I Grievance Filed by Unit	
Date Level II Grievance Filed by Unit (If applicable)	

Provision of Agreement allegedly Violated	
Statement of Grievance	
Relief Sought	

Signature

Date

Signature

Date

APPENDIX D DEPARTMENT CHAIRS

I. Department Divisions

A. High School Level (9-12)

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

B. Middle Level (5-8 one per school)

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

C. Middle Level (5-8 one for middle level)

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

D. Elementary Level (1 for each of the content areas, representing K-4, and 1 representing every building K-4)

1. Building Department Chair (1 per elementary building)
2. Content Area/Program Chairs (1 for the entire level)
 - Language Arts
 - Math
 - Science
 - Social Studies/Early Childhood
 - Special Education
 - Art
 - Music
 - Physical Education
 - STEM

E. District – Positions in this category include responsibilities for K-12 or 5-12 as needed and/or as specified. Duties include all those outlined in

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

1. Special Education Professional Support Staff (i.e. psychologist, social worker, or speech pathologist)
2. (5-12) Lead Counselor (See III., A., 6. And III., C.)
3. Learning Coach (K-12)

II. Selection Procedure of Department Chairs

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

III. Duties of Department Chairs

- A. Provide leadership for the design of curriculum and delivery of instruction within the department.
 1. Facilitate curriculum/new course development including review all textbook and new or revised course proposals.
 2. Share best practices in teaching through professional development.
 3. Collect and analyze assessment data relative to the building/department/content area (state assessment , end of year exams/courses, etc.).
 4. Coordinate the alignment of a K-12 curriculum.
 5. Coordinate the integration of curriculum across the disciplines.
 6. Work in collaboration with building administrators and learning coaches to monitor building goals and plan building level professional development opportunities (ex. Instructional rounds)
 7. Facilitate professional development. *except for counseling when this responsibility will be coordinated by the (5-12) lead counselor.
- B. Manage the Department
 1. Attend all meetings of the entire body of department chairs, subject area and/or grade levels as well as building activities coordinated by the department. These meetings and activities may be held outside of the school day. (K-4 building & content)
 2. Provide input in the assignment of classroom teachers, the selection of new personnel, and assignment of mentors. (K-4 Building)
 3. Advise the administration of issues within the department/building. (K-4 Building & Content)
 4. When requested by the administration, provide input into the development of the master schedule of classes within the total number of sections available to the department as determined by the administration. (K-4 Building & Content)
 5. Lead department in accomplishing its responsibilities. (K-4 Content)
 6. Plan, call, and conduct department/grade level meetings as needed. (K-4 Content)
 7. Prepare requisitions for department textbooks, supplies, and/or materials. (K-4 Building & Content)

8. Communicate the needs, interests, and thinking of department members to the administration and vice versa on matters of interest to both groups. (K-4 Building & Content)
- C. Additional Responsibilities – (5-12) Lead Counselor
1. Coordinate a comprehensive K-12 district TAG program.
 2. Develop transition materials to support families and students entering grades 5, 7 and 9.
 3. Coordinate monthly 5-12 Counseling Department collaboration meetings.
 4. Facilitate professional development on District in-service days. *except for counseling when this responsibility will be coordinated by the (5-12) lead counselor.
- D. Additional Responsibilities – Alternative Ed
1. Address initial student issues for students in the alternative education program;
 2. Assist in coordinating schedules to ensure a successful program;
 3. Work in collaboration with administration and staff to ensure the student code of conduct is followed by students;
 4. Assist in new student orientations;
 5. Work with Director of Innovation to ensure programs and supports are established to meet the academic and social needs of the students;
 6. Support other staff in the alternative education setting;
 7. Collect and analyze assessment data relative to the alternative education program;
 8. Facilitate professional development when needed; and
 9. Work with Center for Innovation staff to ensure program success as well as student success.

Department Chair Request for Pay

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

Check all
that apply

- ☐ Attended district level meetings
- ☐ Facilitated professional development
- ☐ Collected and analyzed assessment data relative to the building/department/content area
- ☐ Attended building leadership meetings
- ☐ Conducted inventory of textbooks and supplies
- ☐ Processed requisition and invoices
- ☐ Served as communicator between administrators and department members
- ☐ Conducted department meetings

Department Chair _____ Date _____

Principal _____ Date _____

APPENDIX E

Mentor/Probationary Teacher Contact Log

Mentor _____ New Teacher _____ Year _____

[illegible]

This Log is due by May 1 to the Department of Instruction with a copy also being given to the L.E.A. President.

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

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

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

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

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

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

Examples

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

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

Examples

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

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

Examples

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

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

For the Board

For the Union

Date

Date

Letter of Agreement
Lapeer Education Association
RE: Staffing for the 2025-2026 School Year

Whereas, procedures for staffing are no longer a prohibited subject of bargaining, and

Whereas, the parties acknowledge that it is a business necessity to begin the staffing process for the 2025-2026 school year prior to the expiration of the current Master Agreement.

Therefore, the parties agree that staffing for the 2025-2026 school year will utilize the procedures contained in Article 9 of the 2025-2027 Lapeer Education Association Master Agreement, which the parties have tentatively agreed to on this date.

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

For the Board

For the Union

Date

Date

Letter of Agreement
Lapeer Education Association
RE: Salary Determination for 2026-2027

Whereas, the parties agree that the wage schedule is a negotiable item, and;

Whereas, at the time of ratification of the 2025-2027 Lapeer Education Association Master Agreement, future financial uncertainties prevented the parties from reaching an agreement regarding the salary schedule in year 2 of the agreement.

Therefore, it is hereby agreed that the 2026-2027 salary schedule, including the issuance of STEPS, will be negotiated and finalized no later than June 1, 2026 given the following parameters:

- 1) In establishing a wage schedule for the 2026-2027 school year, relevant revenue and expense data will be reviewed and considered including, but not limited to student enrollment, Foundation Allowance and current Fund Balance.
- 2) A salary schedule will be established in 2026-2027 that is no less than salary schedule that is paid in 2025-2026.
- 3) A salary schedule will be established in 2026-2027 that is no more than a 1% wage increase to STEP 10a and the issuance of a Full STEP for those on the STEP schedule.

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

For the Board

For the Union

Date

Date