

AGREEMENT

between the

Lawrence Public Schools

and the

VBCEA/Lawrence Education Association, MEA-NEA

2024-2025

TABLE OF CONTENTS

<u>ARTICLE</u>	<u>PAGE</u>
AGREEMENT	3
ARTICLE I BOARD RIGHTS AND RESPONSIBILITIES.....	3
ARTICLE II MANAGEMENT RIGHTS CLAUSE	3
ARTICLE III RECOGNITION	4
ARTICLE IV ASSOCIATION RIGHTS	5
ARTICLE V PROFESSIONAL COMPENSATION.....	6
ARTICLE VI TEACHING HOURS	7
ARTICLE VII PROFESSIONAL DEVELOPMENT	8
ARTICLE VIII TEACHING LOADS AND ASSIGNMENTS	9
ARTICLE IX TEACHING CONDITIONS.....	10
ARTICLE X LEAVE PAY.....	13
ARTICLE XI SICK BANK	15
ARTICLE XII LEAVES OF ABSENCE	16
ARTICLE XIII PROTECTION OF TEACHERS.....	21
ARTICLE XIV GRIEVANCE PROCEDURES.....	24
ARTICLE XV SENIORITY	29
ARTICLE XVI CONTINUITY OF PROFESSIONAL SERVICES.....	30
ARTICLE XVII MISCELLANEOUS PROVISIONS	30

of policies, rules, regulations and practices; and the use of judgment and discretion shall be limited only by the specific and express terms of this agreement and only to the extent such specific and express terms are consistent with the Constitution and laws of the State of Michigan, and the Constitution and laws of the United States.

- C. Nothing contained in this agreement shall be considered to deny or restrict the Board its rights, responsibilities, and authority under the Michigan general laws or any other national, state or county or district laws or regulations.

ARTICLE III

RECOGNITION

- A. Pursuant to the Public Employment Relations Act (PERA), the Board hereby recognizes the Van Buren County Education Association/Lawrence Education Association/MEA/NEA (hereafter, "Association") as the sole and exclusive representative for purposes of collective bargaining with respect to rates of pay, hours, and other terms and conditions of employment for all elementary and secondary teachers who are certified and regularly employed by the Board full-time throughout the school year as certified teachers, special education teachers, guidance counselors, librarians, and certified teachers regularly employed on a part-time basis (defined as at least ten (10) clock hours per week for elementary teachers and at least two (2) teaching periods per day, five days per week, for secondary teachers); but excluding all support personnel, administrative, supervisory, and non-supervisory staff, substitute teachers, non-regularly employed part-time teachers, and all other employees. It is further agreed that contracted temporary replacement teachers employed by the Board thirty (30) or more consecutive work days are included in the bargaining unit described herein. Furthermore, the rights extended to temporary replacement teachers herein shall become effective when said teachers become bargaining unit members, and shall not be made retroactive to their date of hire unless expressly

provided herein. The Board also agrees to share monthly personnel reports or communications with the Association if there are any bargaining unit members that are on leaves of absence extending one (1) month or more, or that have left the employ of the District for any reason. If there are no changes for the month, then no report needs to be supplied. New employee data, including name and position/classification will be communicated to the Association within ten (10) business days of the hire. Annually, the Board agrees to share bargaining unit member data including, but not limited to, wages, benefit costs, benefit census and work assignment data electronically within fifteen (15) business days of the written request by the Association.

- B. The Board and the Association specifically intend that membership in the Association shall not be a condition of employment, nor will membership or non-membership in the Association be used as a point of discrimination in the rights, benefits, or obligations under this agreement.
- C. The term "teacher" shall refer to all bargaining unit employees identified in this Article represented by the Association, except where "temporary replacement teachers" (who are also represented by the Association) are referred to separately from other "teachers". In such instances, the term "teacher" refers to all bargaining unit members other than "temporary replacement teachers."

All references made in the masculine gender shall include feminine and vice versa.

ARTICLE IV

ASSOCIATION RIGHTS

- A. The Association shall have the right to use school buildings for professional activities with prior approval from the administration Monday through Friday until 11:00 p.m. Any additional costs incurred by the Board due to such use shall be borne by the Association. It is expressly understood that such use shall in no way interfere with any school program or activity. Such use shall not be during the teachers' work day.

ARTICLE XVIII TEACHER EVALUATION	32
ARTICLE XIX VACANCY OF TRANSFER.....	36
ARTICLE XX LAYOFF, RECALL and REDUCTION OF PERSONNEL	37
ARTICLE XXI DURATION OF AGREEMENT	40
APPENDIX A SALARY, FRINGE BENEFITS AND RETIREMENT.....	41
APPENDIX B SUPPLEMENTARY PAY SCHEDULE FOR EXTRA ASSIGNMENTS.....	47
APPENDIX C DISTRICT CALENDAR	49

AGREEMENT

This Agreement is entered into this 30th day of June 2024 between the Board of Education of Lawrence Public Schools, Van Buren County, hereinafter called the "Board," and the Van Buren County Education Association/Lawrence Education Association, MEA-NEA, hereinafter called the "Association."

ARTICLE I

BOARD RIGHTS AND RESPONSIBILITIES

The Board may not, by agreement or through arbitration, delegate powers and responsibilities, which by law are imposed upon and lodged with the Board. Any contract must therefore be subject to the Michigan school laws and all other applicable laws and regulations.

ARTICLE II

MANAGEMENT RIGHTS CLAUSE

- A. The Board, on its own behalf and on behalf of the electors of the district, hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of Michigan and of the United States, including, but without limiting to the following:
1. to the executive management and administrative control of the school system and its properties and facilities;
 2. to hire all employees and, subject to the provisions of law, to determine their qualification or their dismissal;
 3. to establish grades and courses of instruction, including special programs, and to provide for athletic, recreational and social events for students, all as deemed necessary or advisable by the Board.
- B. The Board's exercise of the foregoing powers, rights, authority, duties and responsibilities; the adoption

- B. The Association has the right to call regular meetings, if required, of its membership immediately following student dismissal on the Thursday following the regular Board meeting during the school year. It is agreed that if called, such meetings shall take priority over any meetings called by the Board or its representatives for those same times, provided that such meetings shall not interfere with any normal school function. The principal will designate the location of the meeting within the building.
- C. The Association has the right to information to carry on collective bargaining and to process grievances. The Board will furnish all such public information and minutes of the Board meetings will be furnished to the Association upon written request. One letter from the Association requesting such at the beginning of each school year will cover all Board meeting minutes for the duration of that school year. The Board has the right to require the Association to specify the information desired and to give the purpose for which it is desired. This requirement is to be done in writing.
- D. At the beginning of the school year, the Association shall be afforded the opportunity to collaborate with the Administration in assisting with new teacher orientation, whereas the Association may present and distribute the collective bargaining agreement. The Association will also provide at the beginning of the year a list of all Association meeting dates to the Administration. Time, after the regularly scheduled school day on these dates, shall be reserved for Association meetings.

ARTICLE V

PROFESSIONAL COMPENSATION

- A. The salary schedule is based upon the normal teaching load, as hereinafter defined. For required work over and above the normal teaching load, the teacher shall be entitled to and shall receive appropriate professional compensation as defined in the Salary Schedule B.
- B. The salary schedule is printed in Appendix A and is based on the number of days worked as defined

in Appendix C.

- C. Duty Days/Hours: Each year the Board will schedule the minimum number of full student instruction days necessary to qualify for receipt of maximum State Aid payments for which the district may be eligible. The Board also reserves the right to schedule additional minutes of daily student instruction time if necessary to meet the requirements to qualify for receipt of maximum State Aid payments for which the district may be eligible.

ARTICLE VI

TEACHING HOURS

- A. The teachers' normal teaching hours in the elementary and secondary school shall be as follows:
1. Teachers shall report to work no later than ten minutes prior to the start of the schoolday and be at their assigned place of duty not later than five minutes prior to the start of student instruction.
 2. Unless permission is granted by the principal, teachers shall leave school no earlier than 3:30 p.m.
- B. The parties recognize the principle of a normal forty (40) hour work week. It is mutually recognized by the parties that the principle of the forty (40) hour work week cannot be interpreted literally. However, the Board will, so far as possible, set work schedules and make professional assignments which can reasonably be completed within such a normal work week. It is the responsibility of each individual teacher, as well as the Board, to provide the highest quality of educational program practicable for every student in the school district. This includes the following:
1. Careful daily preparation
 2. Attendance at staff meetings
 3. Attendance at parent-teacher conferences and Open House*

to finance such activities. Teachers may also independently take control over their professional development by engaging and/or participating in online professional development. If a teacher desires to participate in an online learning portal, the teacher must submit a plan to the principal by October 1. The teacher may independently take and complete 6-18 professional development hours as part of the 30 hours of district provided professional development. The teacher will submit sufficient and appropriate documentation of the completion of the professional development to the building principal no later than the last school day in May of each school year.

- B. Each teacher shall complete 30 total hours of District Professional Development. The district shall offer two (2) Professional development days during the first week teachers' return prior to the start of the ensuing school year. One of those two professional development days shall be available as an option for online experience (up to 6 hours). The teacher shall provide documentation and/or verification of having participated or completed online professional development in order to receive credit for the district professional development (This PD does not have to occur during the optional day, i.e., a teacher may complete this a day early or any time before the end of May).
- C. The Board shall ensure the District Provided Professional Development (DPPD) meets the requirements for teachers to receive State Continuing Education Clock Hours (SCECHs).

ARTICLE VIII

TEACHING LOADS AND ASSIGNMENTS

A. SECONDARY TEACHERS:

The normal weekly teaching load in the senior high school and junior high school will be determined according to the schedule as set each year by the administration and board which will include five (5) unassigned preparation periods. Length of periods shall be as determined by the Administration and a minimum of fifty (50) minutes daily of preparation.

4. Participation in the following activities is encouraged, but remains voluntary: Graduation, public performances of children in plays, concerts, athletic events, or other extracurricular activities.

*Absences from these events, for reasons other than school events, will require the teacher to make up the required time missed after scheduled school hours. Teachers need to schedule the make-up time with the building administrator.

- C. The Administration will establish a schedule of monthly staff meetings, one (1) per month, by the opening of school. Said schedule may be adjusted by the principal provided at least two (2) weeks prior notice is given. Attendance at such meetings is mandatory and teachers are obligated to remain until the meeting is adjourned. Additional staff meetings may be called, but attendance by the teacher shall not be mandatory for more than one (1) hour per week but not to exceed one (1) hour in any one (1) day. The principal shall notify the teacher no later than 12:00 noon of the day on which the special meeting is called.

ARTICLE VII

PROFESSIONAL DEVELOPMENT

The parties recognize that in our rapidly changing society, teachers must constantly review curricular content, teaching methods and materials, educational philosophy and goals, social change, and other topics related to education. The Board recognizes that it shares with its professional staff responsibility for the upgrading of and up-dating of teacher performance and attitudes.

- A. The Board and/or Administration shall arrange after school courses, workshops, conferences, and programs designed to improve the quality of instruction. The teachers and the Board will mutually determine what activities are applicable and worthwhile. Attendance will be required by those involved. However, the Board will make the final determination after full consideration of the availability of funds

ELEMENTARY TEACHERS:

The normal daily teaching load in the elementary school will be as in Article VI A. one and two. Elementary teachers shall receive ninety (90) minutes per week of planning time. Such planning time shall be for the duration of the collective bargaining agreement. Elementary teachers have the option of alternating lunchroom duty.

- B. Any teacher asked to substitute during his/her preparation time shall be compensated on a pro-rata basis based on an hourly rate of twenty five dollars (\$25.00) per hour and with the understanding that the teacher covering the room will administer the lesson plans left by the absent teacher.
- C. Unless expressly stated herein, nothing in this Article shall be interpreted to restrict the authority of the school administrators to determine assignments, reassignments or transfers to another building and assignment.

ARTICLE IX

TEACHING CONDITIONS

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

- A. The Board of Education recognizes the need for the control of class size and will try to limit the number of students per class as listed below. If the said number for grades 1-12 are exceeded, every effort will be made to hire permanent teacher aides upon the recommendation of the teacher or teachers involved and the building principal. However, criteria for teacher aide needs in grades 1 - 12 should not be determined by class size alone, as the Board and Administration realize that from time to time unique teaching situations which may not hinge entirely on class size may arise requiring the services of an

aide. In the event that the class size in kindergarten should exceed twenty-five (25) students, a full-time aide will be assigned to the kindergarten teacher. The aide may be re-assigned from existing aides.

1. Elementary School

a.	Kindergarten	25 pupils
b.	Grades 1 - 2 - 3	25 pupils
c.	Grades 4 - 5 - 6	25 pupils
d.	Combination rooms:	
	(1) Grades 1-2-3	25 pupils
	(2) Grades 4-5-6	25 pupils

2. Secondary School (Junior and Senior High)

a.	English:	
	(1) Senior Speech	20 pupils
	(2) All Others	30 pupils
b.	Social Studies	35 pupils
c.	Mathematics	35 pupils
d.	Science:	
	(1) Biology	25 pupils
	(2) Physics	24 pupils
	(3) Chemistry	26 pupils
	(4) All Others	35 pupils
e.	Language	30 pupils
f.	Business	35 pupils
g.	Typing	25 pupils
h.	Industrial Arts:	
	(1) Auto Mechanics	15 pupils
	(2) All Others	20 pupils
i.	Drafting	25 pupils
j.	Home Economics	24 pupils
k.	Music:	
	(1) Choir	35 pupils
	(2) Band	50-60 pupils
	(3) Jr. High Choir	30 pupils
l.	Art	24 pupils
m.	Health Education	45 pupils
n.	Physical Education	45 pupils
o.	Library-facilities may be used according to the written policy of the	

librarian.

- B. When combination classrooms are created, the teacher who will be assigned to such classroom will be consulted with respect to the students for that class. Such selection will be made with the goal of insuring as much homogeneity in terms of educational development as possible. No combination rooms shall be created unless absolutely necessary. In the event a combination room is necessary, the teacher shall receive 1/6 BA Step 1 annual stipend.
- C. The Board shall furnish without charge, upon demonstration of need, suitable protective clothing to those teachers who are teaching in subject areas where the hazard to clothing is above normal. Such clothing shall be used only for school activity purposes.
- D. The Board recognizes that appropriate texts, library references, maps and globes, laboratory equipment, audio-visual equipment, art supplies, athletic equipment, current periodicals, standard tests and questionnaires, and similar materials constitute many of the important tools of the teaching profession.

The parties will confer as necessary for the purpose of improving the selection and use of such educational tools. The Board and/or superintendent will promptly implement all joint decisions thereon made by its representative and the Association. The Board agrees at all times to keep the schools reasonably and properly equipped and maintained.
- E. The Board recognizes the importance of increasing the educational experiences of children through the use of field trips, as needed and approved.
- F. Under no condition shall a teacher be required to drive a school bus as part of his regular assignment.
- G. The Board shall make available adequate lunchroom, restroom, and lavatory facilities for teacher use and at least one (1) room in each of the elementary and secondary buildings, appropriately furnished and maintained, which shall be reserved for use as a faculty lounge.

- H. Telephone facilities shall be made available to teachers for their use. All toll calls are to be verified by the Administration.
- I. Adequate parking facilities shall be made available to teachers for their exclusive use.
- J. No solicitation of funds for charitable or any other purposes by any organization shall be conducted on school premises during school hours, unless approved by the superintendent.
- K. The high school principal shall have the ability to assign a total of up to two (2) teachers to stations and hall patrol each noon on a rotating basis. Each teacher shall receive twenty dollars (\$20.00) pro rata pay per lunch period. Otherwise, teachers in both buildings shall be guaranteed a duty free lunch period.
- L. Teachers may attend conferences, workshops and clinics upon the Superintendent's or designee's approval. The Board will pay for expenses incurred while attending these activities if they are approved by the Board in advance.
- M. Teachers shall be informed of a process they shall use to report unavailability for work before 6:00 a.m. Once a teacher has reported unavailability, it shall be the responsibility of the Administration to verify a substitute teacher has been assigned for class coverage.

ARTICLE X

LEAVE PAY

- A. All teachers absent from duty because of personal illness, physical disability, or injury, shall be allowed full pay for a total of ten (10) day's absence in any school year. In the event a teacher has depleted his present accumulated sick leave, and has remaining personal business leave, the personal business leave will be charged. In addition, he may, upon request, borrow a maximum of ten (10) days on his sick leave policy for the following year. Said borrowed sick leave shall be deducted from final pay in the event the teacher leaves the system before days have been re-accumulated. Existing personal business leave will be charged prior to any request for borrowing.

However, temporary replacement teachers shall earn one (1) paid sick day per month of continuous employment, accumulative to no more than ten (10) days per year. Furthermore, temporary replacement teachers may not borrow sick days from anticipated accumulations.

- B. Each teacher shall be entitled to an accumulation of the unused portion of each year's sick leave which shall be available to him for future years. Sick leave may be accumulated to a total of one hundred fifty (150) days. At the end of the school year, prior to June 1, teachers who have accumulated between one hundred forty-one (141) sick days and one hundred fifty (150) sick days may donate 10 days towards the sick bank. The teacher shall notify the business office, in writing, of their intent to donate 10 days to the sick bank. Failure to notify the business office prior to June 1 will result in that teacher not being able to donate to the sick bank for the upcoming year. No mid-year additions will be accepted.

A temporary replacement teacher may carry over his accumulated sick days earned from year to year only in the event that said teacher is continued as a regular teacher. Employment must be continuous and must be converted to regular status in order to have any accumulation.

- C. Each teacher shall present a signed statement, if requested by Human Resources, indicating the reason for each absence, such statement to be filed in the Human Resources' office. Human Resources may request a physician's statement for an absence of three (3) or more day's duration.
- D. Any teacher who is absent because of an injury or disease compensable under the Michigan Worker's Compensation Law shall receive from the Board the difference between the allowance under the Worker's Compensation Law and his regular salary, to the extent, and until such time, as said teacher shall have used up any sick leave as provided herein. The difference, as stated above, shall be calculated on the monetary value of the accumulated sick leave. Example: Worker's Compensation two-thirds ($\frac{2}{3}$) plus sick leave one-third ($\frac{1}{3}$) payment. One-third ($\frac{1}{3}$) sick leave

payment is equal to one-third (1/3) of a sick leave day.

- E. A partial day's absence for less than half a day shall be counted as a half day's absence. An absence which is more than a half day, but less than a full day, shall be charged as a full day. Absences of less than one (1) hour need not be counted, if approved by the building principal. A half day's absence will be charged for a teacher missing more than one hour and less than three and one-half (3 1/2) hours. A full day shall be charged for absences of more than three and one-half (3 1/2) hours.
- F. The Board agrees to pay a yearly bonus of \$300 to each teacher who does not use any sick or personal business days during a school year. If one day is used, the bonus will be \$200. If two days are used, the bonus will be \$100.

ARTICLE XI

SICK BANK

- A. Each teacher shall be a member of the sick bank. Unused days shall be carried over from year to year. During the year that the sick bank becomes depleted, each teacher shall contribute two (2) days from his accumulated sick days. The number of sick bank days a teacher may use shall be limited to whichever is least of either sixty (60) work days per illness or disability, as defined by the Long Term Disability Policy, or the number of days necessary to qualify the teacher for LTD, if such a bank did not exist.
- B. Sick bank days can only be used for personal catastrophic illness or injury. Factors to be considered shall include the degree of seriousness of the illness/disability, the anticipated duration of absence from duty, whether the employee could reasonably have scheduled surgery/treatments for the illness/disability to occur outside of the duty year, whether the employee has other alternative sources of compensation available during the anticipated absence and such other factors as the panel described in Section F below shall deem appropriate in any particular case. The panel shall issue a

written statement of their decision and rationale in each case.

- C. Teachers may, upon application, utilize sick bank days following the depletion of their personal accumulated sick days for catastrophic illness or injury only. Maternity leave is not considered a catastrophic illness.
- D. It is agreed that a teacher is not entitled to utilize sick bank days until said teacher has fulfilled a disqualification period of two (2) work days. Upon the third consecutive work day the teacher is entitled to all days retroactive to the beginning of the disqualification period.
- E. The Board shall furnish the Association with an annual report on the status of the sick bank by September 30.
- F. Employees must submit, in writing, to both the Superintendent and LEA President, a request for use of sick bank days. Association representative(s) and administration representative(s) shall meet to discuss and/or approve the requested use of sick bank days.
- G. All decisions of the above panel as to whether to grant applications for use of sick leave bank days shall be final and binding and shall not be subject to the grievance procedure.

ARTICLE XII

LEAVES OF ABSENCE

- A. Any teacher whose personal illness extends beyond the period compensated under Article XI and XII may be granted a leave without pay, as provided by the Michigan Tenure Act.
- B. Leaves of absence with pay, chargeable against the teacher's allowance for sick leave, shall be granted for the following reasons:
 - 1. A maximum of fifteen (15) days per school year for a critical illness of the following members of the teacher's immediate family: father, mother, brother, sister, grandparents, grandchildren, spouse, children, and in-laws.

2. One (1) day when emergency illness in the family requires a teacher to make arrangements for necessary medical or nursing care.
3. Time necessary for attendance at the funeral service of persons whose relationship to the teacher warrants such attendance.
4. A maximum of five (5) days per school year for each death of the following members of the teacher's immediate family: father, mother, spouse, children, brother, sister, grandparents, grandchildren, and in-laws. Additional days from sick leave may be granted as needed, i.e., travel.
5. Sick leave shall not run concurrent with FMLA leave unless requested by the teacher or if required by law or the Department of Labor.

C. Leaves of absence with pay not chargeable against the teacher's allowance shall be granted for the following reasons:

1. The leave of absence shall be granted a teacher called for jury service. The Board shall pay an amount equal to the difference between the teacher's daily salary and the daily jury duty fee paid by the Court (not including travel allowance for reimbursement of expenses) for each day on which the teacher reports for or performs jury duty and on which he otherwise would have been scheduled to work, providing that the teacher cooperates with the Administration in seeking to be excused from such service.
2. Court appearance as a witness in any case connected with the teacher's employment, or the school, whenever the teacher is subpoenaed to attend any proceeding, less witness fees, provided such appearance is on behalf of the district.
3. Superintendent or designee approved visitation at other schools, or for attending conferences or conventions, including the Michigan Education Association Conferences.

4. Time necessary to take the selective service physical examination.
5. Time necessary, up to a total of five (5) teacher days per school year, shall be allowed for appropriate Association representatives to attend Michigan and/or National Education Association activities as recommended by the Association and approved by the superintendent, the maximum to be limited to two (2) representatives at any one time.
6. Three (3) days per year are granted for use as personal business days to each teacher and may be accumulated from year to year to a total of four (4) personal business days. Any unused personal business days in excess of the four (4) accumulated personal business days will automatically be added to and become part of said teacher's accumulated sick leave. Personal business day use shall not exceed four (4) days per year. A bargaining unit member may not use more than three (3) consecutive personal business days at one time unless approved by the superintendent.

Personal business means an activity that requires the teacher's presence during the school day and is of such a nature that it cannot be attended to at a time when school is not in session. An application for a personal business leave shall be submitted at least one (1) week in advance, except in the event of an emergency when a shorter notice will be accepted and the reason will be given. Requests for personal business leave for the days preceding or following a holiday or vacation shall only be granted with approval from the superintendent for emergency or extenuating circumstances.

Temporary replacement teachers shall receive personal business days on a prorated basis at the rate of one (1) day per semester of work.

7. One (1) day per year may be used as a professional business day if approved by the building principal. An application, stating date, destination and purpose shall be submitted at least one

(1) week in advance for review by the building's principal. Such a professional business day shall be used for teaching improvement, such as interschool visitation, seminars, etc. Each teacher shall make a report to the principal after such a professional day. Professional business days may not be applied to either sick leaves or personal business days.

It is expressly understood that this subsection does not apply to temporary replacement teachers.

Teachers may apply to use a professional business day on a day when staff are not scheduled for duty, and if such a day is duly approved by the building principal, the teacher will be paid a stipend equal to the current daily rate being paid by the school district for per diem substitute teachers.

- D. Leaves of absence without pay, not to exceed one (1) year and subject to renewal at the will of the Board, may be granted upon application for the following purposes:
1. Study related to the teacher's licensed field.
 2. Study to meet eligibility requirement for a license other than that held by a teacher.
 3. Study, research, or special teaching assignment involving probable advantage to the school system. The regular salary increment occurring during such period shall be allowed for leaves granted under subsections 1 - 3.
- E. A teacher absent from work because of scarlet fever, pink eye or head lice shall suffer no diminution of compensation and shall not be charged with sick leave. Final determination of compensation for absences due to the above illnesses will be made by the Board.
- F. The Board shall grant to any teacher, upon request, a leave of absence without pay for the purpose of childbirth. Such leave shall commence when the teacher is no longer able to adequately perform the duties to which she is regularly assigned and shall last, after the termination of the pregnancy, until

such time as, in the opinion of her physician, she is able to adequately assume the duties to which she is regularly assigned. It is understood that a teacher may use paid sick days in place of unpaid leave days. If paid sick days are used, the time shall not run concurrently with FMLA, unless required by law or the Department of Labor.

The leave shall be extended up to a period of one (1) year upon written request by the teacher. Upon return, a teacher shall be assigned to a position determined by the Board unless the Board is conducting a reduction of personnel. Further extensions may be granted at the will of the Board.

The application for such leave shall be received by the superintendent approximately sixty (60) calendar days prior to the effective date of such leave.

A teacher on leave under the above conditions, wishing to return to duty, shall file a written request with the superintendent approximately twenty-five (25) calendar days prior to the date she wishes to return to teaching, or prior to the end of the leave. Leaves for adoption of a child shall begin at a mutually agreed upon time between the Board and teacher.

If a teacher does not comply with all of the above conditions, the right to such leave and/or the right to return may be denied by the Board.

- G. Leave of absence without pay may be granted up to one (1) year to any teacher who joins the Peace Corps as a full-time participant in such program. Upon return, the teacher shall be assigned to a position determined by the Board unless the Board is conducting a reduction of personnel.
- H. The Board may grant a leave of absence without pay to any teacher, to campaign for, or serve in, a public office. Upon return, the teacher shall be assigned to a position determined by the Board unless the Board is conducting a reduction of personnel.
- I. It is expressly understood that Sections D, E, F, G, and H of this Article apply only to regular teachers, and, therefore, do not apply to temporary replacement teachers.

- J. To the extent required by the provisions of the Federal Family and Medical Leave Act of 1993 (FMLA), an eligible bargaining unit employee shall be granted leave for the purposes and subject to the terms and conditions as provided by the Family and Medical Leave Act of 1993 (FMLA) in all respects.

K. MILITARY LEAVE LANGUAGE

An unpaid leave of absence shall be granted to any employee who is (1) called up to active duty or (2) drafted for military duty in any branch of the Armed Forces or Coast Guard of the United States. The leave of absence shall be automatic; however, the employee shall provide as much notice as possible.

RETURN TO ACTIVE EMPLOYMENT

The employee shall have the right to return to active employment immediately upon return from active duty or at any time through the end of the month in which the period of active duty ends.

ARTICLE XIII

PROTECTION OF TEACHERS

- A. The Board will give reasonable support and assistance to teachers with respect to the maintenance of control and discipline in the classroom. Whenever it appears that a particular pupil requires the attention of special counselors, social workers, or law enforcement personnel, the teacher shall advise the principal, and if the principal concurs and such help is available, reasonable steps shall be taken to provide such attention as is required. In the event of a disagreement, the teacher may appeal the decision to the superintendent. If a mutual resolution is not reached, the teacher may appeal the decision to a committee of the Board of Education.
- B. Any case of assault upon a teacher which has its inception in a school centered problem shall be promptly reported to the Board or its designated representative. A copy of the notification shall also be given to the teacher and the Association president shall be notified that an incident has occurred. If the assault was by a pupil(s), the Administration shall promptly investigate the matter and within two

(2) weeks, when possible, determine suitable treatment for the assaulting pupil(s). This decision shall be communicated to the teacher concerned. The Association president shall be notified when the incident was addressed and/or resolved. If the assault is by an adult who is not a pupil the Board or its designated representative shall promptly report the incident to the proper law enforcement authorities.

Where a teacher is sued in either case above, any teacher not otherwise covered by insurance, either through MEA or some independent insurance carrier, may apply to the Board for legal assistance. If the Board shall determine that the teacher has acted within the scope of written board policy, the Board shall provide legal counsel to the teacher to advise him of his rights in the given incident (it being expressly understood that this advice shall not include trial preparation).

While the Board's obligation does not include trial preparation, the Board may in its discretion, carry the expense of a trial. It is the policy of the Board to back teachers who show use of good judgment in handling student discipline problems.

- C. Teachers shall be expected to exercise reasonable care with respect to safety of pupils and property and will be cautioned that they will be individually liable to pupils and/or parents for injury in the case of negligence.

The Association agrees that all teachers shall observe rules respecting punishment of students as established by the Board or required by State law.

1. "Corporal punishment" means the deliberate infliction of physical pain by hitting, paddling, spanking, slapping, or any other physical force used as a means of discipline.
2. Corporal punishment does not include physical pain caused by reasonable physical activities associated with athletic training.

The Board shall make an actual cost value reimbursement when a teacher, properly engaged in school activities, and at the location of such activities, suffers loss, damage, or destruction of the following:

1. Clothing and eye glasses, if through student altercation or accident caused through student carelessness or intentional action, provided the teacher is dressed appropriately for the activity and takes proper precautions. Maximum liability per loss is not to exceed two hundred dollars (\$200.00).
2. Personal property used for the benefit of the students, will be covered only when written permission is given to bring said personal property into the school. Estimated value, reason for its use, and time of duration will be stated on an authorization report issued by the principal of the school involved. It is the responsibility of the teacher to request and secure a written authorization report signed by the building principal prior to the use of personal items.
3. Vandalism to automobiles, motor bikes and bicycles which is not covered by the teacher's personal insurance will be covered to a maximum board contribution of five hundred dollars (\$500), computed as follows: The Board will reimburse the first one hundred dollars (\$100) of loss, plus one-half ($\frac{1}{2}$) of any loss in excess of one hundred dollars (\$100), up to the maximum Board contribution of five hundred dollars (\$500).

The teacher shall submit to the superintendent in writing, proof of loss, and a request for reimbursement, specifying the item involved and its value and the circumstances leading to its loss, damage, or destruction. Any loss, damage, or destruction involving less than five dollars (\$5.00) worth of clothing, property or automobile will be considered incidental and no reimbursement will be made.

Classes or student groups will be reimbursed for the cost of stolen property when it is stored in the area designated by the school for not more than five (5) calendar days and evidence of

forced entry exists. The building principal will distribute the key to the appropriate class advisor, who will have sole responsibility for the key until it is returned to the building principal.

If a written complaint is made against or about a teacher by students or other persons, the teacher shall be promptly advised with a written signed statement by the proper administrative representative of the Board. All details of the complaint shall be enumerated in that statement. No verbal complaints will be honored.

ARTICLE XIV

GRIEVANCE PROCEDURES

A. Any teacher, group of teachers, or the Association, believing that there has been a violation, misinterpretation or misapplication of any provision of this Agreement relating to wages, hours, terms or conditions of employment, may file a written grievance with the Board or its designated representative within ten (10) work days of its alleged occurrence, or reasonable knowledge thereof. All timelines in the grievance procedure shall be based on the date of the alleged occurrence or reasonable knowledge of the alleged occurrence. All days referenced are to be work days, unless specifically stated as calendar days.

The following matters shall not be the basis of any grievance filed under the procedure outlined in this Article:

1. The failure to re-employ any probationary teacher.
2. The failure of the sick bank panel to approve an application for use of sick bank days (see Article XII).
3. The termination of, or failure to rehire, a teacher to an extra-curricular position.
4. The failure to rehire or extend a contract of a temporary replacement teacher shall not be subject to the grievance procedure. It is further understood that any matter pertaining to the termination of a temporary replacement teacher shall not be subject to the grievance

procedure.

5. It is expressly understood that the grievance procedure shall not apply to those areas in which the Tenure Act prescribes a procedure or authorizes a remedy.

- B. The Board hereby designates the principal in each school building as its representative at Level One and the superintendent or his designated representative to act at Level Two, as herein after described.
- C. The term "days" as used in this article shall mean "teacher work days," during the school year, and Monday through Friday (excluding legal holidays), during summer break. Snow days are not deemed to be "teacher work days."
- D. Written grievances as required herein shall contain the following:
 1. It shall be signed by the grievant or grievants.
 2. It shall contain a synopsis of the facts giving rise to the alleged violation.
 3. It shall cite the section or subsections of this contract alleged to have been violated.
 4. It shall contain the date of the alleged violation.
 5. It shall specify the relief requested.

In order to constitute a written grievance, within the meaning of the grievance procedure, all of the above items must be present.

- E. Before filing a written grievance as required in Level One and within five (5) days of the alleged occurrence of a grievable action, the grievant shall present his grievance orally to the building principal in an attempt to reach an informal resolution to said grievance. If no resolution is made, then the grievant shall proceed to Level One.
- F. LEVEL ONE A teacher believing himself wronged by an alleged violation of the express provisions of the contract shall, within five (5) days of the meeting with the building principal or ten (10) days of the alleged occurrence of the grievable action whichever shall come first, file a written grievance with the

building principal. Within five (5) days of the receipt of the grievance, the principal shall meet with the teacher in an effort to resolve the grievance. The principal shall provide the Association with a written disposition within five (5) days. If no resolution is obtained within five (5) days of the meeting, the teacher shall proceed within five (5) days of the date of the written disposition to Level Two.

LEVEL TWO A copy of the written grievance shall be filed with the superintendent or his designated representative with the written approval of the Association. The superintendent shall have five (5) days to hold a hearing on the grievance. The superintendent shall approve or disapprove the grievance within five (5) days of the hearing. The superintendent shall provide the Association with a written disposition within five (5) days.

By mutual consent of the grievant and the superintendent, Level One may be bypassed, in which case the written grievance shall be initially filed with the superintendent who shall hold a hearing on the grievance within five (5) days of the filing and shall approve or disapprove it within ten (10) days of the hearing, providing the Association with a written disposition within ten (10) days.

If no decision is rendered within the above specified time limits or if the decision is unsatisfactory to the grievant, the grievant may appeal by filing the grievances with the Secretary of the Board within five (5) days and proceed to Level Three.

LEVEL THREE The Board shall review the grievance not later than the next regular Board meeting. If the next regular Board meeting is at least ten (10) days after the date receipt of the grievance appeal by the Board, the board shall issue its final determination on the grievance within fifteen (15) days after the Board meeting. If the next regular Board meeting is less than ten (10) days after the receipt of the grievance appeal by the Board, the board shall issue its final determination on the grievance within thirty (30) days after the Board meeting. The Board may hold a hearing thereon, may designate one (1) or more of its members to hold a hearing or otherwise investigate the grievance, or prescribe such

procedure as it may deem appropriate for consideration of the grievance, provided, however, that in no event, except with express written consent of the Association, shall final determination of the grievance be made by the Board later than the deadlines as set forth above. The Board shall provide the Association with a written disposition within the timelines.

LEVEL FOUR Individual teachers shall not have the right to process a grievance at Level Four.

1. If the Association is not satisfied with the disposition of the grievance at Level Three, it may within ten (10) days after the decision of the Board in writing, refer the matter for arbitration to the Board, in writing, and request the appointment of an arbitrator to hear the grievance. If the parties cannot agree upon an arbitrator, he shall be selected by the American Arbitration Association in accordance with its rules; however, each party shall have the right to presumptorily strike not more than three (3) from the list of arbitrators.
2. Neither party may raise a new defense or ground at Level Four not previously raised or disclosed at other written levels. (Each party shall submit to the other party, not less than three (3) days prior to the hearing, a pre-hearing statement alleging facts, grounds and defenses which will be proven at the hearing and hold a conference at that time in an attempt to settle the grievance.)
3. The decision of the arbitrator shall be final and conclusive and binding upon employees, the Board, and the Association, subject to the right of the Board or the Association to judicial review, any lawful decision of the arbitrator shall be forthwith placed into effect.
4. Powers of the arbitrator are subject to the following limitations:
 - a. He shall have no power to add to, subtract from, disregard, alter, or modify any of the terms of the Agreement.
 - b. He shall have no power to interpret state or federal laws.

5. After a case on which the arbitrator is powered to rule hereunder has been referred to him it may not be withdrawn by either party.
 6. If either party disputes the arbitrability of any grievance under the terms of this Agreement, the arbitrator shall have no jurisdiction to act upon the merits of dispute until the matter has been determined in writing. (In the event that a case is appealed to the arbitrator on which he has no power to rule, it shall be referred back to the parties without decision or recommendation on its merits.)
 7. More than one (1) grievance may not be considered by the arbitrator at the same time except upon expressed written mutual consent and then only if the grievances are of similar nature.
 8. The cost of the arbitrator shall be borne equally by the parties; however, each party shall assume its own cost for representation including any expense of witnesses.
- G. Should a teacher fail to institute or appeal a decision within the time limits specified, all further proceedings on a previously instituted grievance shall be barred. Should a teacher leave the employ of the Board, all further proceedings on a previously instituted grievance (except a claim involving a remedy directly benefiting the grievant regardless of his employment) shall be barred.
- H. Arbitration awards or grievance settlements will not be made retroactive beyond the date of the occurrence or non-occurrence of the event upon which the grievance is based. In no event, however, shall the settlement or arbitration award provide a remedy or benefits for more than thirty (30) days prior to the date on which the grievance is filed.
- I. The time limits provided in this article shall be strictly observed but may be extended by written agreement of the parties. In the event a grievance is filed after May 15 of any year and strict adherence to the time limits may result in hardship to any party, the Board and the Association shall use their best efforts to process such grievance prior to the end of the school term, or as soon thereafter as possible.

- J. Notwithstanding the expiration of this agreement, any claim or grievance arising during the life of the contract may be processed through the grievance procedure until resolved.
- K. A teacher representative of the Association employed by the Board, who is engaged during any regular school day in any grievance procedure hearing, shall be released from his regular duties without loss of salary. Such paid time off shall not exceed two (2) days per month for one (1) Association representative at each building location. Whenever possible, hearings so called shall be held outside regular working hours and shall not interfere with school operations.

ARTICLE XV

SENIORITY

- A. Seniority shall be defined as length of continuous service in the district computed from the date on which the teacher began actual duty as a teacher, provided, however, that seniority shall not accrue while the teacher is on unpaid leave or on layoff. Bargaining unit members may not earn more than one year of seniority in any one school year.
- B. The Administration shall annually, by December 1, promulgate and publish a "seniority list" showing all teaching staff in order of seniority. The list shall show each teacher's date of first duty and shall show the total number of days the member has been employed. The list will show any period of unpaid days which may affect the computation of seniority workdays as defined in Article XVI. Each time the seniority list is updated, a copy of the list shall be sent to the Association President. Grievances disputing the seniority credit shown on the seniority list must be filed within ten (10) workdays (as defined in article XVI.C.) of the posting of the list on which the disputed information first appears or they will be permanently barred.

In the circumstances of more than one (1) teacher beginning duty on the same date, all teachers so affected will participate in a drawing to determine position on the seniority list. The Association and

teachers so affected will be notified in writing of the date, place and time of the drawing. The drawing shall be conducted openly and at a time and place which will reasonably allow affected teachers and Association representatives to be in attendance.

ARTICLE XVI

CONTINUITY OF PROFESSIONAL SERVICES

Both parties agree that the grievance procedure as outlined in this contract is adequate to, and will be used in, the amicable settlement of any and all grievances arising during the term of this agreement. Therefore, there shall be no strikes, withholding of services or concerted action to bring such situations about by neither the Association nor its members, nor shall the Board of Education or the School Administration lock out the Association or its members.

If any breach of this section occurs, the parties shall be free to take any legal action as they see fit to bring about a cessation of such breach, including suits for damages.

ARTICLE XVII

MISCELLANEOUS PROVISIONS

- A. Copies of this agreement shall be printed at the expense of the Board and be presented to all teachers now employed or hereafter employed by the Board.
- B. No secondary teachers shall be required to prepare more than three (3) lesson preparations for any normal teaching day, if possible. This Agreement shall supersede any rules, regulations, or practice of the Board, which shall be contrary to or inconsistent with its terms. It shall likewise supersede any contrary or inconsistent terms contained in any individual teacher contracts heretofore in effect. All future individual teacher contracts shall be made expressly subject to the terms of this agreement. The provisions of this agreement shall be incorporated into, and be considered part of the established policies of the Board.

- C. If any provision of this agreement or any application of the agreement to any employee or group of employees shall be found contrary to law, then such provision or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or application shall continue in full force and effect.
- D. The provisions of this agreement and the wages, hours, terms, and conditions of employment shall be applied without regard to race, creed, religion, color, national origin, retirement age, sex, marital status, or membership in our Association with the activities of the Association. The Board and the Association pledge themselves to seek to extend the advantages of public education to every student without regard to race, creed, religion, sex, color, or national origin and seek to achieve full equality of educational opportunity to all pupils.
- E. Any provision of the Agreement or matters not specifically covered by this Agreement may be subject to negotiation only upon mutual consent of both parties. The parties undertake to cooperate in arranging meetings, selecting representatives for such discussion, furnishing necessary information, and otherwise constructively considering and resolving any such matters.
- F. An Emergency Manager appointed under the Local Government and School District Fiscal Accountability Act is authorized to reject, modify, or terminate the agreement as provided in the Local Government and School District Fiscal Accountability Act, 2011 Public Act 4. The parties have included this language due to the requirements Section 15(7) of the Public Employment Relations Act.
- G. Approved travel will be reimbursed at a rate of \$0.40 per mile.
- H. Unforeseen School Closures
- It is understood:
1. Teachers shall work the established number of employee contract days, 182

2. Requirements for student instructional hours and days must be met according to Michigan law.
3. The District will allow teachers up to six (6) days which will not have to be made up by staff should unforeseen school closures occur.
4. Teacher contracted days missed due to unforeseen school closures, day seven (7) and beyond, shall be made up by teachers, performing work/training assigned by his supervisor. Alternatively, teachers who do not report to work on day seven (7) and beyond may choose one of the following: adjustment in pay to reflect time not worked, to perform coursework in the field of education and approved by building principal (completed no later than May 31st), or use of personal business leave time.

ARTICLE XVIII

TEACHER EVALUATION

A. EVALUATION RATINGS

Beginning July 1, 2024, the teacher evaluation ratings shall be "effective", "developing" or "needing support", additionally, the evaluation shall be completed in written form. If no written evaluation is provided, the final evaluation rating shall be deemed "effective".

The teacher evaluation system shall include specific performance goals identified collaboratively between the teacher and administrator to improve the teacher's effectiveness. The evaluation system shall also provide timely and constructive feedback regarding the teacher's job performance.

In some instances, a teacher will not be evaluated due to the following circumstances:

3. Teacher worked less than sixty (60) days in the school year.
4. Teacher's evaluation vacated through grievance procedure.
5. Extenuating circumstances as agreed upon by the district and association

Teachers not evaluated for the above stated reasons shall receive the same rating from the preceding school year. A tenured teacher rated as "needing support" shall have the following rights:

1. The teacher may request in writing a review of the evaluation and rating by the superintendent or interim superintendent within thirty (30) calendar days after the teacher is informed of the rating.
2. A meeting with the superintendent or interim superintendent shall be held no later than five (5) school days after the receipt of the request for the review.
3. A written summary of the review meeting and any modifications made to the year-end performance rating shall be provided to the teacher within thirty (30) calendar days following the meeting.
4. If the teacher is not satisfied with the written summary, the teacher or the Association, as requested by the teacher, may request mediation through the Michigan Employment Relations Commission and provide a copy of the request to the evaluator and superintendent or interim superintendent. The request for mediation must be submitted in writing thirty (30) calendar days after the receipt of the summary.
5. Within fifteen (15) calendar days of the receipt of the request for mediation, the district shall provide a written response to the teacher and Association confirming that mediation will be scheduled.

If a teacher receives two (2) consecutive ratings of "needing support", the teacher may use the grievance procedure regarding the second evaluation rating and the evaluation process. If the grievance procedure does not end in binding arbitration, the teacher may request binding arbitration within thirty (30) calendar days after the teacher receives the written response. The American Arbitration Association shall be used for any matters relating to arbitration.

B. FREQUENCY OF EVALUATION

Tenured teachers, rated as "highly effective" or "effective" on three (3) most recent consecutive, year-end evaluations may be evaluated biennially. Teachers not evaluated shall receive the same rating from the preceding school year.

C. USE OF DATA

Student growth and assessment data shall be 20% of the overall teacher evaluation. The growth measures shall be mutually agreed upon between the building principal and teacher. The agreed upon growth and assessment data shall align by grade level and/or core subject and be established at the beginning of the school year for all students. The data used in this section must be attributable to the teaching responsibilities assigned to the individual teacher.

D. INDIVIDUAL DEVELOPMENT PLANS (IDPs)

Individual Development Plans are required for a teacher in the first year of the probationary period and/or who received a rating of "Minimally Effective", "Ineffective", "Needing Support", or "Developing". Teachers with an IDP shall receive the following support:

1. Specific performance goals that will be used to assist in improving effectiveness for the current school year and developed with the consultation and agreement by the teacher.
2. Training/support to be provided by the district to assist the teacher in meeting the goals of the IDP.
3. A mid-year progress report in writing, supported with at least two (2) classroom observations aligned with the teacher's IDP, including specific performance goals and completed no later than February 1st.
4. A mentor teacher.

E. EVALUATION TOOL

A portion of the teacher's evaluation, not measured using student growth and assessment data or student learning objective metrics, must be based on objective criteria. The current evaluation tool is 5D+. Changes to this evaluation tool shall be mutually agreed upon by the District and Association. Within the first two (2) weeks of each school year, the District shall provide training to teachers on the evaluation system.

F. CLASSROOM OBSERVATIONS

There shall be a minimum of two (2) classroom observations within the school year in which a teacher is evaluated. Classroom observations shall be conducted at least forty-five (45) calendar days apart. The first observation shall occur no later than December 15th of each school year. One (1) observation may be unscheduled. Notice of the scheduled observation date shall be given to the teacher at least two (2) school days prior to the observations. The year-end summative evaluation shall be discussed and delivered by the observing administrator and teacher no later than the first week of May. Each formal observation shall include:

1. Review of student engagement.
2. Review of the teacher's lesson plan and the State curriculum standard being used in the lesson.
3. Observation shall not be less than thirty (30) minutes, but does not need to be for an entire class period.
4. Observation feedback will be provided in writing during the post observation meeting.

G. TEACHER DISMISSAL

If a teacher is rated "Ineffective" or "Needing Support" on three consecutive, year-end evaluations, the

school district shall dismiss the teacher. A teacher who has been rated as "Ineffective" or "Needing Support", the District shall send notice to parents when assigning students to this teacher's classroom and when the teacher has received "Ineffective" or "Needing Support" rating for two (2) consecutive years. The Board shall not issue the notification until the review process is complete.

ARTICLE XIX

VACANCY AND TRANSFER

A. VACANCY

A vacancy shall be defined as an unfilled position within the bargaining unit, including newly created positions. The Board will ensure that all vacancies will be filled with qualified and effective teachers. Notification of job vacancies will be provided to all members of the bargaining unit, and will occur through the established LPS email system. Vacant positions shall be posted five (5) calendar days prior to being filled. Positions shall be filled using the following procedure:

1. Bargaining unit members may apply for such positions by submitting an email of interest to Administration. Internal, qualified teachers will be considered prior to outside applicants for all vacancies.
2. Interested teachers shall be considered qualified utilizing the following in rank order:
 - a. Annual Evaluation Rating
 - b. Length of Service (as defined in Article XV)
 - c. Any Additional Training Relevant to Instruction
 - d. Disciplinary Record

B. TRANSFER

A teacher transfer shall be defined as voluntary or involuntary movement of a teacher from one building

to another building, or from a teaching assignment to another within the same building. Necessary and reasonable assignment changes for teachers normally assigned to more than one building shall not be deemed transfers.

C. VOLUNTARY TRANSFERS

Any professional staff member who desires a change in grade, subject assignment, or program or who desires a transfer to another school for the following school year shall discuss the matter with his/her building principal and thereafter shall file a written statement of such desire with the building principal in accordance with the timeframe identified within the job posting. The principal shall obtain approval from the Superintendent regarding the requested, voluntary transfer and shall notify the teacher and other appropriate parties of the decision as soon as possible.

D. INVOLUNTARY TRANSFERS

Involuntary transfers may be enacted due to cause involving an individual's performance or as part of a necessary reduction in force. Five (5) school days' notice of the intention to transfer specifying the reasons for the transfer and the specific position to be transferred to shall be provided to the affected teacher. The specifics of the use of involuntary transfers, as part of staff reduction, shall be outlined in Article XX-Layoff, Recall and Reduction of Personnel.

ARTICLE XX

LAYOFF, RECALL and REDUCTION OF PERSONNEL

A. REDUCTIONS AND LAYOFF

Reduction of personnel may be required due to financial solvency, enrollment projections, or reduction of funding. When a reduction is necessary, and per statute, the reduction and/or layoff shall be considered utilizing the following in rank order:

1. Annual Evaluation Rating

2. Length of Service
3. Any Additional Training Relevant to Instruction
4. Disciplinary Record

When a teaching position is identified for reduction and there exists a concurrently vacant teaching position for which the teacher to be reduced is both certified and qualified, and the teacher has received an overall rating of at least effective on the most recent year-end performance evaluation, that teacher may be assigned to the vacant position, as outlined in Article XIX-Voluntary Transfer.

If one (1) or more teaching positions are to be reduced, the Superintendent will first identify the academic level(s) or department(s) affected by the reduction. Among those teachers who are certified and qualified to instruct the remaining curriculum within the affected academic level(s) or department(s), selection of a teacher(s) for reduction in force will be based on the following factors in rank order:

1. Annual Evaluation Score
2. Length of Service
3. Any Additional Training Relevant to Instruction
4. Disciplinary Record

Teachers being laid off shall receive sixty (60) calendar days notice, in writing before the effective date of layoff.

B. RECALL

The Superintendent shall first identify the academic levels or departments where teaching vacancies exist. Before or in-lieu of initiating recall of a laid-off teacher, the Superintendent may reassign on-staff teachers to fill vacancies. Teachers shall be recalled using the following procedure:

1. A teacher is eligible for recall under this agreement for sixteen (16) months from the date the teacher received the layoff notice.

2. Recall the laid-off teacher who is certified and qualified for the vacancy, provided the teacher was rated at least effective. The Superintendent or designee will fill the vacancy consistent with the following factors in rank order:
 - a. Annual Evaluation Rating
 - b. Length of Service
 - c. Any Additional Training Relevant to Instruction
 - d. Disciplinary Record
3. If no teacher on lay-off is certified and qualified for the vacant position, the vacancy will be posted following the procedure outlined in Article XIX-Vacancy.
4. The Superintendent or designee shall provide written notice of the recall decision to any recalled teacher by sending a certified letter to the teacher at their last known address. It shall be the responsibility of the teacher to notify the District of any changes in address.
5. A laid-off teacher who is recalled and fails to accept recall within ten (10) business days of the date the recall notice was mailed will forfeit all rights to recall and continued employment.

ARTICLE XXI

DURATION OF AGREEMENT

2024 – 2025

This Agreement shall be effective as of July 1, 2024 and shall continue in effect until the 30th day of June 2025. This Agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated.

VBCEA/LAWRENCE EA, MEA-NEA

LAWRENCE PUBLIC SCHOOLS

BOARD OF EDUCATION

Andrea M. Jozin 8/27/24 Albert G. Salzano 8/12/2024
MEA Representative Date President Date

Dawn M. Megener 8/26/24 William M. Ackerman
Negotiating Team Member Date Witness Dated: 08/27/2024

APPENDIX A

SALARY, FRINGE BENEFITS AND RETIREMENT

- A. Salary payments will be made bi-weekly, per past practice. The payment for the second semester will be one-half of the scheduled rate, without regard for the exact days involved. In order to be eligible to advance from one salary schedule to another, the District requires proof of successful completion. This may be in the form of a college transcript or letter from the registrar's office, copy of the certificate will be issued. One of the above documents must be on file with the Superintendent prior to September 5. The additional salary shall be paid at the new rate at the beginning of the school year. In the event that the salary rate increase would be due at the beginning of the second semester, documentation must be on file by January 15.
- B. Temporary replacement teachers, however, shall normally be paid the rate designated on step one (1) of the B.A. column in the master agreement. The Board may, however, grant up to ten (10) years credit on the schedule for up to ten (10) years of previous successful teaching experience. It is further understood that the provisions of this master agreement shall cover temporary replacement teachers, once said person has been contracted to work thirty (30) or more work days as a temporary replacement teacher, or once said person has worked in the same position for thirty (30) or more work days as a temporary replacement teacher, whichever is sooner. It is agreed by all parties, the Board of Education, LEA and the VBCEA, that the Board may grant years of credit for outside district experience on the salary schedule. However, the amount of credit granted will be determined mutually between the new teacher and the Board of Education. Full credit on the salary schedule shall be granted for in-district teaching experience.
- C. Compensation for performance of duties requiring teachers to work beyond the normal school year shall be determined by agreement between the Association and the Superintendent.
- D. Each teacher has the choice of the following pay periods:
1. Twenty-one (21) pays (or twenty-two (22) pays)

2. Twenty-six (26) pays (or twenty-seven (27) pays)

This preference must be made to the business office by June 1st and shall remain in effect for the following school year. If a 22 / 27 pay schedule is necessary, the Association will be informed by May 30th previous to the implementation in the fall of that year.

- E. The Board will pay a bonus at the rate of fifty dollars (\$50.00) for every sick day not used, up to one hundred fifty (150) days for a teacher with at least ten (10) complete school years in the Lawrence School System who is eligible for and successfully obtains full retirement pension benefits from the Michigan Public School Employees Retirement System. Payment shall be made to a qualified 403B upon presentation by the teacher of written verification by the MPSERS of both eligibility of the teacher and disbursement of the first pension payment to the teacher. The eligible, retiring staff member must provide evidence of their first ORS pension payment to the District within six (6) months from the date of separation from the District or the bonus pay for sick days not used will be considered null and void.

F. PLAN A

Participation in the Van Buren ISD Insurance Consortium, Board Cap on medical premiums (PAK A/PAK C/PAK D/PAK E), 100% of PAK B paid by Board. If a husband and wife are both bargaining unit employees, one (1) will be eligible for Plan A and the other will be eligible for Plan B.

1. The annual employer paid amounts, per the provisions of PA 152 of 2011, shall be increased January 1st of each year based on the inflationary adjustments that are added per said Public Act.
2. All other non-medical insurance health MESSA PAK B benefits described in this Article shall be fully Board paid.
3. The bargaining unit employee is responsible for all medical insurance costs in excess of the Board's contribution, which will be paid via a payroll deduction or, if the teacher is on an unpaid leave of

absence or is not receiving pay, directly to the Board.

- G. Effective for the 2020-2021 school year, the Board of Education shall provide MESSA PAK insurance (medical, dental, vision, life, LTD) protection as follows: The Board of Education will contribute 100% of the total premium cost for MESSA PAK dental, vision, life and LTD insurance. The Board will contribute the maximum allowable hard cap amount in accordance with 2011 PA 152 and 2013 PA 270 (MCL 15.561-15.569) effective January 1st of each year.
- H. All employees can choose from the four (4) MESSA PAK Plans as presented in the Schedule of Insurance Plans. For all plans, any excess premium plus additional fees/taxes will be paid by the employee.

PLAN B

For employees not participating in Plan A above, the Board will contribute \$396.00 a month toward the purchases of MESSA "nontaxable" options, tax deferred annuities, MEFSA "nontaxable" options or similar options from local agencies upon the condition that (1) the employee voluntarily and in writing opts out of the health benefits coverage available under Plan A and (2) provides documentation to the Board that the employee has other health coverage that meets the minimum value and coverage requirements of the Affordable Care Act.

PLAN C

For employees not participating in Plan A or Plan B above, the Board will adopt a Cafeteria Plan which complies with Section 125 of the Internal Revenue Code.

1. The Cafeteria Plan shall provide a cash option in lieu of Medical Health Coverage subject to the same condition put forth in Plan B.
2. The amount of the cash option will be equal to Plan B as per the Master Agreement, Schedule A, Plan B.
3. Teachers may continue to elect to participate in tax sheltered annuity programs as described in

Appendix A, Plan C, by completing the necessary salary deduction forms during open enrollment each year.

- I. In the event a teacher, absent due to illness or injury, has exhausted his sick leave accrual, the above mentioned fringe benefits shall continue throughout the school year. If a teacher has exhausted his sick leave accrual and as a result is on unpaid leave, the bargaining unit employee's eligibility for continued medical benefit is contingent upon the employee remitting timely payment directly to the District for the employee's portion of the medical benefit.
- J. For all teachers employed by the Board for the entire school year, the Board's obligation regarding contributions toward insurance benefits as stated above shall continue, subject to the teacher's payment of his or her insurance contribution, through the summer recess.
 1. For teachers who become employed by the Board after the first marking period of the school year, the Board's obligation toward the above benefits during the summer recess shall be pro-rated, based on the ratio of the number of days employed to the total teacher days in the school year.
 2. For teachers whose employment with the Board is terminated prior to the end of the school year, the Board's obligation toward continuing the above stated contributions shall cease, on the date of such termination.
 3. The above insurance coverage(s) is subject to the rules and regulation of the carrier(s) and underwriter(s).

K. SALARY SCHEDULE FOR 2024-2025

Step (Including Longevity) and Column Change (If Earned with Master's Degree)

See Salary Scale Below:

STEP	BA	MA	LONGEVITY
1	\$40,501	\$44,532	
2	\$42,121	\$46,459	
3	\$43,744	\$48,389	
4	\$45,366	\$50,313	
5	\$46,987	\$52,241	
6	\$48,609	\$54,166	
7	\$50,233	\$56,095	
8	\$51,852	\$58,018	
9	\$53,475	\$59,649	
10	\$55,096	\$61,874	
11	\$56,716	\$63,795	
12	\$58,336	\$65,720	
13	\$59,956	\$67,645	Base Salary for Longevity
14	\$61,756	\$69,445	\$1,800
15	\$61,756	\$69,445	\$1,800
16	\$61,756	\$69,445	\$1,800
17	\$61,756	\$69,445	\$1,800
18	\$63,056	\$70,745	\$3,100
19	\$63,056	\$70,745	\$3,100
20	\$63,056	\$70,745	\$3,100
21	\$63,056	\$70,745	\$3,100
22	\$63,356	\$71,045	\$3,400
23	\$63,356	\$71,045	\$3,400
24	\$63,356	\$71,045	\$3,400

25	\$63,356	\$71,045	\$3,400
26	\$63,656	\$71,345	\$3,700
27	\$63,656	\$71,345	\$3,700
28	\$63,656	\$71,345	\$3,700
29	\$63,656	\$71,345	\$3,700
30+	\$64,456	\$72,145	\$4,500

- L. The Board agrees to pay the district's MPSERS retirement contributions as required by law.
- M. Longevity - Teachers who no longer receive an increment because they have been at the top of the salary schedule shall be paid an annual stipend. This amount is included in the salary schedule above.

Steps 14, 15, 16, 17 includes longevity pay of \$1,800
Step 18, 19, 20, 21 includes longevity pay of \$3,100
Steps 22, 23, 24, 25 includes longevity pay of \$3,400
Steps 26, 27, 28, 29 includes longevity pay of \$3,700
Step 30+ includes longevity pay of \$4,500

Teachers shall receive this stipend distributed equally over their annual compensation.

- N. A full-time teacher who is retiring under the Michigan Public School Employees Retirement System effective at the end of a given school year and who gives written notice of such retirement to the superintendent of schools on or before March 1 of the year of his retirement shall be entitled to receive a lump sum cash payment of one thousand dollars (\$1,000). Such payment shall be tendered not later than July 15 of the year of retirement and shall be explicitly conditional upon the teacher successfully completing his assigned duties for the remainder of the school year and initiation and verification of pending retirement submitted to ORS no later than July 15.

- O. The Board will pay the renewal fee for teaching certificate renewal.

APPENDIX B

SUPPLEMENTARY PAY SCHEDULE FOR EXTRA ASSIGNMENTS

- A. The percentage to be based on experience in supplementary position up through Step 4 of B.A. pay level*.
(See Schedule A)
- B. An individual's years of experience in one position will be applied to any future position so long as the positions are in the same area.
- C. When a teacher's position in a Schedule B assignment is not to be renewed, that teacher will be notified and given a written explanation of such dismissal at least thirty (30) days before the start of the school year.
In the instance of a position itself being eliminated, notice and explanation shall be given at the earliest possible time.

The Board agrees to indemnify and hold the Association harmless from any and all damages and judgments which may result from the Board paying unequal pay to coaches of girls and boys sports.

SCHEDULE B

ATHLETICS (BOYS and GIRLS)

Varsity Baseball	10.50%
Varsity Basketball	12.50%
Varsity Cross Country (Co-Ed)	8.00%
Varsity Football	12.50%
Varsity Football Assistant	8.00% Each
Varsity Sideline Cheer Football	7.00%
Varsity Competitive Cheer Winter	10.50%
Varsity Soccer	8.0%
Varsity Softball	10.50%
Varsity Track (Co-Ed)	9.00%
Varsity Track Assistant (25 Participant Minimum)	2.00%
2 nd Varsity Track Assistant (45 Participant Minimum)	2.00%
Varsity Volleyball	11.25%
Varsity Wrestling	10.5%

Junior Varsity Baseball	7.50%
Junior Varsity Basketball	9.00%
Junior Varsity Football	8.50%
Junior Varsity Football Assistant	6.0%
Junior Varsity Softball	7.50%
Junior Varsity Volleyball	8.00%
Freshmen Basketball	7.50%
Freshman Volleyball	7.50%
Jr. High Football	\$500
8 th Grade Basketball	\$500
7 th Grade Basketball	\$500
8 th Grade Volleyball	\$500
7 th Grade Volleyball	\$500
Jr. High Track (Co-Ed)	\$1,000

All paid coaching positions shall be approved by the Board of Education.

MISCELLANEOUS

Band	11.50%
Yearbook	5.00%
Science Fair	Up to 14 Hours
	Up to 28 Hours
eSports Coach	2.00%
Quiz Bowl	1.50%
Science Olympiad HS	1.00%
Science Olympiad MS	1.00%
Other School Approved Clubs	1.00%
All Class Advisors	\$12.00 per hour
(For hours worked outside of school hours only)	
Student Council Advisor	2.00%
7 th and 8 th Grade Sponsors	1.00%
9 th and 10 th Grade Sponsors	1.50%
11 th and 12 th Grade Sponsors	2.00%
National Honor Society Sponsor	1.00%
Class Play	4.0%
Academic Challenge, Stand, SADD Advisor	1.0%
All Other Extra Duty (Per Hour)	\$25.00
Kindergarten Open House teachers (per hour)	\$10.00

Other extra duty assignments/positions (approved by the superintendent of schools) \$25.00 per hour (for hours worked outside of school hours only). When the extra duty assignment is approved, a maximum number of hours

will be approved by the Superintendent. If more hours are required, additional hours must be approved by the Superintendent.

Schedule B positions may or may not be funded by the Board. If the Board chooses not to fund a sport or activity, the coach/sponsor is voluntarily donating his or her time without the expectation of payment. The Board will provide a list of activities that are not funded at the start of the school year.

ABBREVIATED SEASONS: 1/4 pay to start, 1/4 pay for completing 1/3 of season , 3/4 pay for completing 2/3 of season, and full pay for completing more than 2/3 of season.

Coaches will be provided a Schedule B contract prior to the start of the season. No coach will be paid until all uniforms are accounted for through use of an inventory checklist. The Athletic Director must check uniforms from the coach at the completion of the season.

L.

SNOW DAY MAKE-UP: Snow day make-up will be determined to the extent required by laws or the State Aid Act. If the student contact time drops below the State required instructional time, additional days will be added as agreed to by the Board and Association.

APPENDIX C

District Calendar as approved by all parties annually.