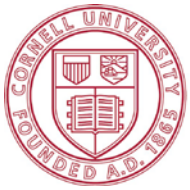

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PROFESSIONAL AGREEMENT
BETWEEN THE
LIVONIA PUBLIC SCHOOLS SCHOOL DISTRICT
AND THE
LIVONIA EDUCATION ASSOCIATION

ARTICLE I - AGREEMENT

This Agreement entered into this 3rd day of March 1997, **and becoming effective August 15, 1997,** by and between the Livonia Education Association-Michigan Education Association/National Education Association as hereinafter called the "ASSOCIATION" and the Livonia Public Schools, hereinafter called the "BOARD".

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

ARTICLE II - RECOGNITION

Section A. The BOARD hereby recognizes the ASSOCIATION as the exclusive bargaining representative for all certified and non-certified teaching personnel, whether under contract, on leave, employed by the BOARD, or upon employment by the BOARD, including primarily, but not limited to teacher certificated professional personnel, and specifically including all classroom teachers, guidance-counselors, media specialists, department chairpersons, high school directors, psychologists and diagnosticians, social workers, special education teachers, helping teachers, speech, hearing and orthopedic teachers or therapists, occupational therapists, physical therapists, advising or critic teachers, teachers of the homebound or hospitalized, learning specialists and teaching consultants, whether or not assigned to a building, but excluding substitutes, administrators, supervisors, coordinators, executive personnel and supervisory consultants, and any other personnel who may incidentally hold a teaching certificate but for which a certificate is not required in their position.

The term teacher, when used hereinafter in this Agreement, shall refer to all employees represented by the ASSOCIATION in the bargaining or negotiating units as defined.

Section B. The BOARD agrees not to negotiate with any teachers' organization other than the ASSOCIATION for the duration of this Agreement.

ARTICLE IV - ASSOCIATION RIGHTS

Section A. The ASSOCIATION and its representatives shall have the right to use school building facilities at all reasonable hours for meetings without charges, provided that when special custodial service is required the BOARD may make reasonable charges as provided in the Building Use Policies. The principal may designate a suitable and adequate place if there would be a conflict with other scheduled activities.

Section B. Duly authorized representatives of the ASSOCIATION and its respective affiliates shall be permitted to transact official ASSOCIATION business on school property at all reasonable times, provided that this shall not interfere with or interrupt normal school operations.

Section C. The BOARD agrees to provide printing shop and data processing services to the ASSOCIATION and permit the ASSOCIATION to use school equipment under the usual Building Use Policies, as long as it does not interfere with the regular operation of the school programs. Such services shall be paid for in full by the ASSOCIATION at the rates established by the BOARD.

Section D. The ASSOCIATION shall have the exclusive right as a teacher organization to post notices of activities and matters of ASSOCIATION concern on teacher bulletin boards. At least a portion of one or more shall be provided in each school building solely for that purpose. Such communications to employees shall be posted only on the bulletin board so designated. The ASSOCIATION shall have the exclusive right as a teacher organization for the use of teacher mailboxes for communications to teachers. Any communication posted on a bulletin board, sent through school means of distribution, or placed in employee boxes by the ASSOCIATION, shall have proper identification of the ASSOCIATION. Except for the ASSOCIATION's elections, political campaign literature shall not be posted on school bulletin boards or distributed through school mails by the ASSOCIATION or any of its members, nor shall school facilities or equipment be used in any manner for political purposes by the ASSOCIATION, unless approved by the Superintendent. All sections of this Article shall apply to both buildings and central office and to persons working where regular mailboxes do not exist.

Section E. The BOARD agrees to furnish the ASSOCIATION, on request, all available information concerning the financial resources of the district, including, but not limited to, annual financial reports and audits, register of certificated personnel, preliminary budget requirements and allocations, including county allocation board budgets, agenda and minutes of all BOARD meetings, treasurer's reports, census and membership data, names and addresses of all teachers, and such other information as will assist the ASSOCIATION in developing intelligent, accurate, informed, and constructive programs on behalf of the teachers, together with information which may be necessary for the ASSOCIATION to process any grievance or complaint. Nothing contained in the above shall be construed to require that the BOARD provide such information in any form other than it would normally be provided to the BOARD.

Section F. The ASSOCIATION shall be granted up to seventy (70) days released time per year for use by teachers participating in professional organization activities and conferences. If a substitute is required for the use of these

ARTICLE V - ASSOCIATION DUES/AGENCY SHOP

Section A. All teachers, as a condition of continued employment, shall either:

1. Sign and deliver to the BOARD an assignment authorizing deduction of membership dues and assessments of the ASSOCIATION (including the Michigan and National Education Associations) and such authorization shall continue in effect from year to year, unless revoked in writing between June 1 and September 1 of a given year, or

2. Within thirty (30) days of the commencement of employment, cause to be paid to the ASSOCIATION, either by authorizing payroll deduction or in cash, the representation fee established by the ASSOCIATION. In the event the representation fee or membership dues are not paid within 30 days, the BOARD, upon receiving a signed statement from the ASSOCIATION indicating that a teacher has failed to comply with this condition, shall notify said teacher that the BOARD shall, pursuant to law and at the request of the ASSOCIATION, deduct the representation fee or membership dues from the teacher's wages and remit same to the ASSOCIATION. Payroll deductions made pursuant to the provision shall be made in equal amounts, as nearly as may be, from the paychecks of the teacher.

   In the event of any legal action against the BOARD 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;

   a. The BOARD gives timely notice of such action to the ASSOCIATION and permits the ASSOCIATION intervention as a party if it so desires, and

   b. The BOARD 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.

   The ASSOCIATION agrees that in any action so defended, it will indemnify and hold harmless the BOARD, including individual BOARD members, and the school district from any liability for damages and costs imposed by a final judgment of a court or administrative agency as a direct consequence of the BOARD's compliance with this Article, but this does not include any liability for unemployment compensation paid under the Michigan Employment Security Act.

   The BOARD will, as a condition of employment, present the agency shop provision to all newly employed teachers and shall include a signed statement of receipt of the same in the teacher's personnel file.

Section B. The deduction of membership dues shall be made in twenty (20) equal installments, beginning with the first paycheck of each new school year, and the BOARD agrees to promptly remit to the respective ASSOCIATION all monies so deducted, accompanied by a list of the teachers' names from whom such deductions have been made and the amount of the deduction. Any teacher beginning work after

ARTICLE VI - EMPLOYER RIGHTS

The ASSOCIATION recognizes that the BOARD has responsibility and authority to manage and direct, in behalf of the public, all the operations and activities of the school district to the full extent authorized by law, except where expressly limited by the provisions of this Agreement. This authority shall include, but not be limited to, the right to:

1. Manage and control its business, its equipment, and its operations, and to direct the working forces and affairs of the BOARD.

2. Hire all employees and, subject to the provisions of law, to determine their qualifications and the conditions for their continued employment, their suspension, demotion, layoff, or dismissal, and to promote and transfer all such employees.

3. Determine the services, supplies, and equipment necessary to continue its operations, and to institute the means, methods, and processes of carrying on the work, and to institute new and/or improved methods or changes therein.

4. Determine the number and location or relocation of its facilities including the establishment or relocation of new schools, buildings, departments, divisions or subdivisions thereof, and the relocation or closing of offices, departments, divisions or subdivisions, buildings, or other facilities.

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

6. It is agreed and recognized that except for expenditures contained in any annual budget which are required by the terms of this Agreement, the authority to adopt all parts of the annual budget of the school district resides exclusively with the BOARD.

The exercise of the foregoing powers, rights, authority, duties and responsibilities by the BOARD, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgement and discretion in connection therewith shall be limited only by the specific and express terms hereof, and in conformance with the Constitution and Laws of the State of Michigan, and the Laws and Constitution of the United States.

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

Section G. A Grade Review Committee shall be formed which shall consist of three members appointed by the ASSOCIATION and at least one member appointed by the BOARD. The members of this committee shall be determined by September 15 of each year, shall serve for the academic year, and shall hear all challenges.

II. PROFESSIONAL BEHAVIOR

Section A. The ASSOCIATION recognizes that abuses of sick leave or other leaves, chronic absence or tardiness, or willful deficiencies in professional performance by a teacher, reflect adversely upon the teaching profession and create undesirable conditions in the school system and may constitute failure on the part of the teacher to carry out contractual responsibilities. The ASSOCIATION will use its best efforts to correct breaches of professional behavior. No tenure teacher will be discharged without just cause.

Section B. The BOARD may adopt rules and regulations not in conflict with terms and conditions of this Agreement concerning the discipline of teachers; however, a teacher shall not be disciplined, reprimanded, suspended with or without pay, reduced in rank or compensation, demoted, discharged, nor deprived of any professional advantage for disciplinary reasons, without reasonable and just cause.

All information forming the basis for disciplinary action will be made available to the teacher and the ASSOCIATION.

Section C. Upon request, a teacher shall be entitled to have present a representative of the ASSOCIATION, when being reprimanded, warned or disciplined for any infraction of rules or delinquency of professional performance. When a request for such representation is made, no action shall be taken with respect to the teacher until such representation of the ASSOCIATION is present.

III. SCHOOL PSYCHOLOGISTS, SOCIAL WORKERS, OCCUPATIONAL AND PHYSICAL THERAPISTS

School psychologists, school social workers, occupational therapists, and physical therapists who do not hold a teaching certificate are not entitled to the benefits of the Michigan Tenure Act. So far as this Agreement is concerned, these people are to serve the same probationary period and accrue all the benefits of tenure which may be provided by the Livonia Board of Education. This includes all means for orderly dismissal provided by the Tenure Act, except they may not appeal to the Michigan Tenure Commission. Any reference to this Agreement to tenure teachers shall apply equally to these people who would meet the ordinary requirements for tenure even though they may not achieve "de jure" tenure.

IV. PERSONNEL FILES

Section A. Each teacher shall have the right, upon request, to review the contents of the teacher's own personnel file maintained at the teacher's school or at the Administration Building. A representative of the ASSOCIATION may, at the teacher's request, accompany the teacher in this review. The review shall

ARTICLE VIII - ACADEMIC FREEDOM

Section A. The parties seek to educate young people in the democratic tradition, to foster a recognition of individual freedom and social responsibility, and to inspire meaningful awareness of and respect for the Constitution and the Bill of Rights. It is recognized that these democratic values can best be transmitted in an atmosphere which is free from censorship and artificial restraints upon free inquiry and learning, and in which academic freedom for teacher and student is encouraged.

Section B. Academic freedom, appropriate to the level of the learner, shall be guaranteed to teachers in the study, investigation, presentation, and interpretation of facts and ideas concerning people, human society, the physical and biological world, and other branches of learning subject to accepted standards of professional responsibility.

Section C. The BOARD recognizes that children must be free to learn and teachers free to teach broad areas of knowledge, including those considered controversial, but according to policies and regulations of the BOARD.

Section D. Whenever any group or individual brings charges against a teacher in writing concerning the teacher's freedom to teach, the BOARD, at the request of the teacher or the ASSOCIATION, shall provide, without charge to the teacher, the necessary information and support as mutually agreed upon, for the protection of the teacher's academic freedom.

other elementary classroom teachers. These teachers will be involved directly in planning their schedules.

Section G. All teachers who anticipate changes in their certification(s) or endorsement(s) must notify the personnel department by March 15 of the current school year in order to exercise placement rights in their new area of certification(s) or endorsement(s) for the following school year. This section also applies to teachers on layoff status.

Section H. The duties or the responsibilities of any regularly employed teacher shall not be transferred to persons not covered by this Agreement and the BOARD agrees that non-unit personnel shall not be used to displace teachers regularly employed in the bargaining unit.

Section I. If the BOARD plans to implement "Distance Learning", the BOARD and the ASSOCIATION will meet to discuss and work out logistics prior to its implementation.

teacher workday to prevent accidents. The BOARD reserves the right to free a portion of parking locations for election day or other emergency use. Where two (2) parking lots exist, one (1) shall be available for teachers and the other for students.

Section H. Uniforms, smocks, lab coats, and/or steel toe shoes shall be provided on an as needed basis for science, art, family life, vocational and industrial education teachers.

Section I. At the request of the building staff, vending machines may be installed in the faculty room provided that no alteration to the building is necessary. All financial and operational arrangements shall be the responsibility of the building staff.

Section J. The BOARD agrees to make every reasonable effort to provide substitute teachers and agrees to maintain at all times an adequate list of substitute teachers. Teachers shall call to report unavailability for work at least one and one-half (1-1/2) hours before their teaching day commences. Between the hours of 8:00 A.M. and 2:30 P.M., they may call 313-523-8800. Between the hours of 2:30 P.M. and 8:00 A.M., they may call 313-523-8820. When a teacher has reported unavailability for work it shall be the responsibility of the Superintendent to arrange, if possible, for a substitute teacher.

Elementary teachers shall be released from classroom supervision at such times as a special (art, music, physical education, LMC) teacher is with a particular class.

The building principal will be responsible for establishing an appropriate schedule and will involve the building staff in establishing an appropriate schedule. In the event of inclement weather which may necessitate indoor recess, or other unusual circumstances, teachers may alternately monitor one another's classrooms in order to insure the appropriate relief periods for each teacher.

Secondary - In the secondary schools the time prior to and subsequent to the regularly scheduled student day shall be used for conferences, preparation of instructional materials and similar instructional-related activities. In addition to this time, each teacher will be provided a duty free preparation period equal in length to that of one regular class assignment which is defined as the length of that period in that building.

A secondary teacher's schedule shall not require preparation for more than three (3) courses of instruction, identified by course name and number, except as agreed by prior written agreement of the ASSOCIATION. In a limited number of circumstances, middle school general music and foreign language teachers may be excepted from this limitation, but in each instance in which the BOARD cannot conform to three (3) preparations, special consideration shall be given to the teacher affected; i.e., no bus or hall duty, reduced voluntary activities, etc.

Section C. Elementary teachers shall have a minimum fifty (50) minute duty-free lunch period, while secondary teachers have a minimum twenty-five (25) minute duty-free lunch period. The difference between elementary and secondary lunch time partially compensates for elementary teachers not having a regular daily conference or preparation period. It is understood that noon hour supervision by teachers in elementary schools will be compensated for as agreed under the salary provisions for extra-duty pay in Appendix B.

Section D. In the establishment of programs involving flexible schedules or other varying time blocks, maxima established in B above shall not apply, but such programs shall not be established without the mutual consent of the ASSOCIATION and the BOARD. Such programs shall be evaluated by May 1 of each year to determine further actions concerning such programs.

Section E. No departure from the above provisions, except in the case of emergency, shall be made without prior consultation with the ASSOCIATION.

Section F. Teachers shall be expected to remain on duty as long as needed in the event of emergency situations. Such situations should be similar, but not limited to, severe weather warnings, civil or student disturbances, or situations which may threaten health or safety of students. In the event of emergency the

ARTICLE XII - SPECIALS

In order to meet the instructional hours required by the State, the District agrees to staff Art, Music, Physical Education, and LMC to a level which will provide the minimum for one class period per week of Art, Music, Physical Education, and LMC for grades kindergarten through six. During this time, classroom teachers will be released for personal planning time.

student management duties. A faculty council or staff advisory council (if the staff so chooses) shall advise the administration in these decisions. If these disagree with the principal, the staff shall be made aware of the recommendations.

g. The maximum number of students to be assigned an individual teacher, except in specially classified classes such as music, physical education, and study halls, shall not exceed one hundred sixty-five (165) in the secondary schools for a five (5) period classroom teaching day. If a teacher has fewer than five (5) classroom teaching periods, then the maximum per day shall be thirty-five (35) times the number of teaching periods.

h. The maximum number of students assigned to a given section of the above classes with the exception of the specially classified classes shall be thirty-five (35). Given sections of these classes shall not be smaller than nineteen (19) unless physical facilities, the most efficient use of personnel, or state or federal guidelines so dictate. Middle school general music and all secondary school physical education classes shall not exceed forty-five (45) students per class.

i. In the event of half-days, except in specially classified classes such as music, physical education, and study halls, the maximum number of students assigned to a teacher responsible for forty-five (45) hours of instruction in a semester course regularly requiring ninety (90) hours of instruction shall not exceed two hundred (200) per week. Where no reduction has been made in the approved program of instruction during a single semester, the maximum loads for a full-day program shall apply. Exceptions required by an individual school program shall be mutually agreed to by representatives of the ASSOCIATION and the BOARD.

j. In the event of half-days, except in specially classified classes such as music, physical education, and study halls, the maximum number of students assigned to a given class section, the instructional program for which has been reduced one-half (1/2), shall be twenty-four (24). Where no reduction has been made in the approved program of instruction during a single semester, the maximum class sizes for a full-day program shall apply. Given sections of these classes shall not be smaller than sixteen (16) unless physical facilities or the most efficient use of personnel so indicates.

k. The maximum number of students in laboratory classes (Family Life: all foods and clothing classes except home and family classes; Industrial Technology: all woods, auto, metals, and graphics classes except drafting classes; Science: all science classes except general science in 7th and 8th grades), shall be thirty (30) except as these are further limited by the above for students on one-half (1/2) day sessions. Computer lab classes are exempt from the 30 maximum above.

5. The procedure for determining the possible weighting of special education students with less than a half day scheduled with special education services, will be followed as outlined in Letter of Understanding (Guidelines for Determination of Eligibility for "1.5 Weighted Count" of Secondary Students).

6. Exceptions to the preceding in this Article may be made with the prior written approval of the ASSOCIATION and the BOARD.

7. It is expressly understood by the BOARD and the ASSOCIATION that the class size maximums herein imposed shall apply to extended school classes offered in the district for high school completion. Class size limits shall be imposed immediately after the fourth week of the beginning of such classes.

8. The Board Agrees to provide at least twenty (20) bargaining unit positions over the established manning tables for the 1994-95 school year. The District will not be required to guarantee staffing over the manning tables in the 1995-96 and 1996-97 school years.

   Current contract language (*8 below) is frozen for the duration of this Agreement.

*8. The school district agrees to provide an additional thirty-five (35) bargaining unit positions over the established manning tables for the 1989-90 school year.

The district will establish the 1990-91 manning tables through the budgetary process in a similar manner as previous manning tables. After the 1990-91 manning tables are established, then an additional thirty-five (35) positions will be added for the 1990-91 school year.

The district will establish the 1991-92 manning tables through the budgetary process in a similar manner as previous manning tables. After the 1991-92 manning tables are established, then an additional thirty-five (35) positions will be added for the 1991-92 school year.

It is understood that the manning tables will reflect, among other things, declining enrollment, closing buildings, and other program changes as determined by the district. The thirty-five (35) additional positions added for each school year will not be considered to be part of the manning tables for calculating the following year's manning tables.

The ASSOCIATION shall be involved in the establishment of the manning tables as in previous years.

Section B. In the establishment of experimental education programs involving large group instruction or other organizational patterns with high pupil-teacher ratios, maxima established above will not apply, but such programs shall not be established without the mutual agreement, in writing, of the ASSOCIATION and the

ARTICLE XIV - SPECIAL STUDENT PROGRAMS

Section A. The parties recognize that children having special physical, mental, and emotional problems may require specialized classroom experience and their presence in the regular classroom may place extraordinary demands on the teacher.

Section B. Teachers are encouraged to make referrals of students who appear to need specialized assistance to Student Services. Principals shall assist teachers in making appropriate referrals. Supportive personnel such as school social workers, psychologists, learning specialists, helping teachers, and other appropriate personnel from the Department of Student Services will be provided within budgetary limits. It is normal that a small percentage of these children may be present in any classroom, but occasionally the extraordinary demands required of classroom teachers become excessive because of the number of such children, the severity of their problem, or the inability to make immediate placement in a special classroom.

Section C. If, after exhausting all recognized avenues to minimize the extraordinary requirements in these situations, the teacher feels more help is needed, a request may be made to the principal for the Director of Student Services to initiate a complete evaluation of the situation and take additional appropriate action to reduce the extraordinary demands, if such further action is found needed.

Section D. The parties agree that to be successful the assignment of special education students to regular education classrooms may require prior preparation of the teacher, students, and physical classroom involved.

In order to insure the necessary prior preparation the parties agree to the following:

1. A special education student will be defined as a student determined by an Individual Educational Planning Committee (IEPC) to qualify for special education.

2. A special education student who is to be assigned to a regular education classroom for the first time in his/her school district will have been determined appropriate for such assignment by an Individual Educational Planning Committee (IEPC).

3. The assignment of a special education student to a regular education classroom will comply with appropriate state special education rules and regulations.

4. The Board will provide the involved teacher with materials and/or assistive devices necessary for the teaching of the special needs students.

5. Prior to the assignment of a special education student the regular education teacher involved will be provided in-service training appropriate to the impairment category and individual special education student involved.

6. General Education classroom teachers will not be required to render such medical or hygiene services as catheterization, changing diapers, etc., except in an emergency situation or with the agreement of the teacher.

BOARD. The BOARD will advise the assaulted teacher of his/her rights and obligations with respect to any such assault.

Section G. Time lost by a teacher as a result of an assault will not be charged against the teacher unless the teacher is found guilty by a court of law.

that if a teacher attends high school commencement up to two (2) activities designated as Parent Information Sessions could still be required. Additionally, evening activities specifically related to a teacher's job assignment could be required. Finally, teachers employed for portions of the year will fulfill their evening commitments in proportion to their time on the job.

Failure to follow the procedures above is basis for a grievance.

Section C. A Teacher Advisory Council shall be formed in each building, if the staff so chooses, to advise the principal on matters of general school concern. The structure may vary to suit the building needs. In smaller schools it may include all staff members, but, in larger schools representatives may be elected by the total staff. This election shall be conducted by secret ballot. The Teacher Advisory Council shall meet to review and discuss mutual concerns and make recommendations for their solution. Meetings of the Teacher Advisory Council and the principal shall be held at least once per semester. For the Teacher Advisory Council to function effectively, recommendations must be given due consideration in decisions that are made.

Section D. An additional responsibility, related to instruction and the broad professional role of teachers, is the voluntary sponsorship of club activities. Since the potential value of such an activity can only be realized through the enthusiastic leadership of the teacher sponsor and the interested participation of the students, such clubs will be initiated only when such student interest exists and when a qualified teacher volunteers to sponsor the activity. Such necessary conditions and any other requirements must be approved by the principal prior to the initiation of the club.

All teachers shall be given the opportunity to indicate interest in club sponsorship during the first few weeks of school in the fall and during the following May and June. The purpose of providing this opportunity to indicate interest is to facilitate the planning for clubs.

Section E. The ASSOCIATION and the BOARD support the concept of site based decision making as a joint planning and problem solving process that seeks to improve the quality of life in the school and the delivery of quality education. Through this process individuals responsible for the implementation of a decision at the building level are actively and legitimately involved in making the decisions. The mechanism through which these decisions/activities take place is the school improvement planning process.

1. Decisions made through the school improvement process will not conflict with the Collective Bargaining Agreement.

2. Participation in the school improvement process is considered a responsibility of every teacher. However, membership on the school improvement team or on school improvement committees will be formulated through a voluntary process.

ARTICLE XVII - JOINT INSTRUCTIONAL COUNCIL

Section A. The BOARD and the ASSOCIATION agree to the establishment of a Joint Instructional Council. The Joint Instructional Council shall be composed of six (6) teachers selected by the ASSOCIATION and six (6) administrator representatives of the BOARD. The council will be co-chaired by a representative of the ASSOCIATION and a representative of the BOARD.

The purpose of the Joint Instructional Council is to advise in facilitating inservice and curriculum development and to hear and review the instructional concerns of the teaching staff. The council is not designed to serve as a replacement for either the Division of Instruction or the efforts of teachers' instructional interest groups. The council shall promote the broadest possible teacher representation and involvement in the decision-making process regarding inservice, instructional planning and design.

The Joint Instructional Council will hear from individuals with concerns as well as consult other persons necessary to develop a sound understanding of the issues being presented. The council may appoint sub-committees to carry out its responsibilities. The sub-committees shall be appointed by the BOARD and the ASSOCIATION in a manner such that the number of members appointed by the ASSOCIATION shall be equal to, or greater than, the number of members appointed by the BOARD.

The Joint Instructional Council shall report its findings and recommendations to the Superintendent or the Superintendent's designee.

Section B. As a part of its responsibilities the Joint Instructional Council established in this Agreement shall review and make recommendations regarding instructional concerns and issues such as: instructional management systems, testing programs, pilot and experimental programs, school improvement plans, and changes in new and existing instructional programs.

Section C. Minutes shall be kept of the Joint Instructional Council meetings and they shall be available after approval by the Joint Instructional Council. Minutes shall be sent to the BOARD'S designee and the ASSOCIATION.

Progress reports shall be issued as the need develops. There shall also be a year-end report. Such reports shall be available, upon request, to all educators in the system, Board of Education members, administrative staff, and the public.

The BOARD shall furnish for the Council:

1. Secretarial assistance,
2. An adequate meeting place,
3. Facilities for publishing and distributing minutes and reports.
4. Upon request, subject to the approval of the BOARD or Superintendent, funds may be provided for released time, compensation for out-of-school work for the Joint Instructional Council or its subcommittees, study workshops, resource personnel, or for other work or needs the Joint Instructional Council may have.

a condition of employment prior to the hiring of a teacher, that attendance of certain after-school inservice training activities be required.

Section D. All buildings and divisions shall be allocated a time bank equal to seventy-five hundredths (.75) day per teacher for the year. In addition, there shall be allocated 100 days to be used on a systemwide level. Up to twenty-five (25) of these days may be used at the discretion of the ASSOCIATION.

When a school has a need which cannot be met with this allocation, a teacher advisory council may recommend that the principal apply to the appropriate director for additional days which may be available from the bank of 100 days, or because other schools do not have the need for their total allocation during that year. Days unused or uncommitted by April 15 shall be available for general use by request of the appropriate director. This bank is provided so that the following activities may occur in any combination. Principals, with the advice of their staffs, shall provide the appropriate director with a plan for the use of this time bank. Where appropriate, the director will coordinate dates and resources, and approve the plans.

1. Teachers may be approved for the express purpose of visiting other schools to observe specific programs in the teacher's teaching area or a related teaching area.

2. Teachers may be approved to attend state, regional and national conferences which have a direct relationship to their teaching area or to local curriculum studies in which they are participating. Toward this end, there shall be posted in each building as early as possible in the school year as complete a list of educational conferences as can be compiled cooperatively by the BOARD and the ASSOCIATION. A special area in each teachers' lounge shall be designated specifically for such postings. Additional postings of conferences may be made during the year by either the BOARD or the ASSOCIATION as information becomes available.

3. Substitutes may be employed to provide time to enable principals, department chairpersons or curriculum representatives to work with teachers, to permit teacher groups to do intensive planning, or to permit teachers to engage in other improvement efforts as may be determined cooperatively by the principal and teaching staff of each building, or by agreement between administrators and groups of teachers with common interests, for such activities by area or systemwide groups.

4. Conference attendance during non-school time shall be available to teachers through the use of substitute time bank conversion. Time bank conversion may be used to defray conference expense to the extent stated in Notice No. EED/SED-39 dated February 4, 1975. The substitute days may be converted to an equal dollar amount to pay teachers at the inservice rate established in Appendix B to perform these activities at a time other than the normal teacher's workday.

ARTICLE XIX - DEPARTMENT CHAIRPERSONS/CURRICULUM REPRESENTATIVES

Section A. Secondary Department Chairpersons

1. Department chairpersons in the secondary schools shall exercise those duties outlined in D.I. Notice 1056, dated September 5, 1968, or as may be revised in accordance with this Agreement. Qualifications and method of selection of department chairpersons in both middle and senior high schools shall be in accordance with established BOARD regulations.

2. Department chairpersons shall be selected for the following departments provided a qualified person is available in the building.

   a. Senior High: Fine arts (art/music), practical arts (family life/industrial technology) business, counseling, language arts, foreign language, mathematics, physical education, science, social studies, and special education.

   b. Middle School: Language arts-social studies, mathematics, and science. (Language arts and social studies may be separated if the staff and the principal request and the appropriate director approves.)

3. Department chairpersons shall receive compensation in accordance with Appendix C.

4. The appointment of a teacher to the position of department chairperson shall be for a term of three years and subject to annual review.

5. In addition to the teacher allocation in Article XIII, Section A-2, each senior high school shall be allocated a minimum of .4 teacher per 1,000 students and each middle school shall be allowed a minimum of .7 teacher per 1,000 students to be used for released time for department chairpersons or other leadership functions by teachers.

   The Faculty Council will work in cooperation with the building administrator to determine how this time is used.

Section B. Elementary Curriculum Representatives

1. Curriculum representatives in the elementary schools shall exercise those duties outlined in the Local School Representative in Curriculum posting dated May 7, 1968, or as may be revised in accordance with Article IX, Section A, of this Agreement.

2. One (1) curriculum representative will be selected for the Language Arts/Social Studies area, and one (1) curriculum representative will be selected for the Mathematics/Science area in each elementary building provided a qualified person is available.

3. Elementary Curriculum Representatives shall be compensated at the rate set forth in Appendix C.

ARTICLE XX - INSURANCE/FRINGE BENEFITS

Section A. Pursuant to the authority set forth in the Michigan School Laws, the BOARD agrees to contribute for each teacher who requests such protection by filing the proper authorization form, the payment of premiums in the amounts hereinafter prescribed.

Teachers may, on a yearly basis, take advantage of a choice of one of the two following plans of health care and life insurance under the current program.

PLAN I

The BOARD shall contribute one hundred percent (100%) toward the payment of monthly premiums for a Major Medical-Hospitalization Plan which shall as a minimum include all coverages provided by the Major Medical-Hospitalization Plan in place under the preceding contract between the ASSOCIATION and the BOARD.

The BOARD shall contribute full premiums to provide life insurance of $20,000 AD-D for the 1997-99 school years. Dependent life insurance shall be provided for the spouse in the amount of $5,000, and $2,500 for each dependent child.

PLAN II

The BOARD shall contribute full premiums to provide term life insurance of $35,000 for the employee, $5,000 for the spouse, and $2,500 for each dependent child for the 1997-99 school years.

Section B. It shall be the responsibility of the teacher to file the appropriate form including authorization for payroll deduction for any additional optional premium with the insurance office prior to the close of the open period, October 1 - October 31.

Section C. The BOARD shall make payment of insurance premiums for each teacher to provide insurance coverage for the full twelve (12) month period, commencing September 1 and ending August 31. When necessary, premiums in behalf of the teacher shall be made retroactively or prospectively to assure uninterrupted participation and coverage.

Section D. The Major Medical-Hospitalization Plan shall reflect:

1. The existing voluntary PPOM Plan for major medical coverage which may be terminated at the school district's discretion at any time during the life of the contract.

2. The following co-pay and deductibles shall apply to the Major Medical portion:

   a. 90% co-pay for hospital and medical coverage.
   b. $50 deductible - Individual
   c. $100 deductible - Two persons or family

3. A $5.00 prescription drug rider.

Examination, frames and one (1) set of corrective lenses (regular glasses, prescription sunglasses, or contact lenses) will be provided once in a twelve (12) month policy year (from September 1 to August 31) for each eligible member of the family.

This plan year goes from September 1 to August 31.

Section G. The BOARD shall provide ASSOCIATION members the right to benefits of the MEA and NEA Tax Deferred Annuity Programs on payroll deduction. Payroll deduction for other tax deferred annuity programs shall be allowed by the BOARD upon designation of intent on the part of a minimum of 100 teachers.

Section H. The District shall make every effort to transfer funds for all annuities from the District to the available annuity companies within one (1) week of the date upon which the deduction from pay is made.

Section I. All part-time employees shall receive prorated benefits.

ARTICLE XXII - ILLNESS/MATERNITY/BEREAVEMENT LEAVE/PERSONAL BUSINESS DAYS

Section A. Coverage

1. All teachers shall be provided sick and personal days in accordance with the following provisions. Teachers shall be provided with ten (10) annual days leave per year for the purpose of illness and disability. It is expressly understood that up to five (5) of the annual days may be used for family illness (spouse, child, or parent). Those teachers who are granted tenure status by the Board of Education and whose effective dates of tenure are on or after August 23, 1996 shall receive an additional ten (10) sick days added to their sick banks. Sick days taken in excess of the ten (10) annual days shall be deducted from the teacher's sick bank. In addition, two (2) personal business days shall be granted per year for non-recreational matters which cannot be postponed or handled on out-of-school time. If at all possible, teachers are expected to inform their principals in advance of the need for personal business days. Valid reasons for taking personal business days may include, but are not limited to, the following: court appearance, funeral of a close friend, teacher or family member graduation, official church holidays, necessary legal needs, approved leave for summer school or workshops, and the like. Upon return to duty following an absence, teachers shall complete the employee absence verification form available in the school office. Unused sick days shall be cumulative from one year to the next year and unused personal business days shall be added to the teacher's sick leave bank. The 200 day sick bank limit in the 1994-97 Agreement shall be removed. The District will review the records that were used to determine each teacher's sick day bank when the District implemented the Letter of Understanding, Item 1 (P. 91) of the 1994-97 Professional Agreement. Any deductions that occurred as a result of the 200 day cap as provided under Article XXII, Item 3 of the 1994-97 Professional Agreement will be added back into the teacher's sick bank.

   At the beginning of each school year, a teacher shall be notified of the number of sick days in his/her sick bank. In the event a teacher is ill or disabled and unable to work, the teacher shall provide written certification substantiating the need for the absence periodically and as may be reasonable at the BOARD's request. The Board may require medical examination by a physician or clinic in which case the cost will be borne by the BOARD. The BOARD will provide a list of physicians or clinics from which the teacher may select. A teacher working less than a full school year shall receive sick and personal business days on a prorated basis.

4. For any absence which exceeds three (3) consecutive school days, or in the event there are questionable absences on the part of an individual teacher, the teacher shall, upon request, provide the office of the Assistant Superintendent for Administrative Services with written certification substantiating the need for such absence. Such certification may be requested from a qualified physician.

   a. Only in emergencies may leave days be taken under the provisions of this Article on the last two (2) days of school or immediately preceding or following a holiday. Any use of leave days under this emergency provision must be approved by the Superintendent of Schools

back from the date a requested leave is to begin. In the event of a leave denoted as (4) above, the leave may be extended such that the total time on leave does not exceed one (1) year. In the event of a leave denoted as (1) or (2) above, the leave may be extended to the end of the then-current school year. Thereafter, the child care leave may be extended (at the sole discretion of the BOARD) for one (1) additional school year.

An employee's failure to return from leave at the designated time will be conclusively presumed as an abandonment of his or her employment. An employee requesting a FMLA leave must provide the Assistant Superintendent for Administrative Services at least thirty (30) days advance notice of when the leave is to begin. If such notice is not practicable, the notice is to be provided as soon as practicable.

When a leave denoted as (1) through (3) above is granted, the employee must utilize all accumulated annual leave days, after which time, the leave is unpaid. When a leave denoted as (4) above is granted, the employee must utilize his or her accumulated leave days until he or she becomes eligible for benefits under the long-term disability program.

When a leave denoted as (1) through (4) above is granted, the BOARD will continue to provide an employee's medical, optical and dental insurance on the same terms and conditions as prior to the leave for the longer of (a) twelve (12) weeks, or (b) when the employee ceases utilization of his or her accumulated annual leave days.

An employee on leave shall not engage in any outside or supplemental employment.

Leaves denoted as (3) or (4) above must be supported by medical certification from a health care provider stating (a) the date on which the serious health condition commenced, (b) the probable duration of the condition, (c) the appropriate medical facts, and (d) a statement that the employee is unable to perform the essential functions of his/her position, or that the employee is needed to care for the person. The BOARD reserves the right to require the employee to obtain the opinion of a second health care provider designated or approved by the BOARD concerning any information within the medical certification.

At the expiration of a medical leave or if the employee wishes to return to work before completion of the leave, there must be a physician's certification confirming his/her fitness to return to work. The BOARD may condition the employee's return to work upon a fitness for duty examination and approval by a health care provider designated by the BOARD.

The BOARD may recover insurance premiums paid while an employee was on an unpaid leave under the FMLA if:

1. The employee fails to return to work for at least thirty (30) days after the expiration of the leave; and

Section E. Bereavement Leave

Three (3) day's leave, with pay, may be granted for death in the immediate family. The immediate family is defined as: mother, father, brother, sister, wife, husband, child, mother-in-law, father-in-law, sister-in-law, brother-in-law, grandchild, grandparents, or any person in loco parentis. Such days shall not be deducted from the annual leave days.

Additional time for death in the immediate family due to extenuating circumstances may be taken from the annual leave days, as established in this Agreement.

Section F.

The Board shall make payment of insurance premiums for each teacher to provide a Long Term Disability (LTD) policy which at a minimum shall provide:

1. 66 2/3% of monthly salary not to exceed a maximum of $3,500,
2. Qualifying period of 90 days,
3. Conversion privilege,
4. Lifetime freeze for benefits received from social security, any other governmental programs and retirement plans,
5. No offsets for: franchise, individual or wholesale disability income plans, thrift plans, IRA's, tax sheltered annuities, stock ownership plans, deferred compensation plans, and 401K plans,
6. 36 month own occupation disability with 80% earnings test (indexed by 7.5%),
7. Duration based on social security normal retirement age,
8. Child care credit expense ($250 monthly maximum per dependent child),
9. $100 minimum benefit,
10. Unrestricted mental/nervous benefits,
11. Cost of living adjustment (COLA) benefit.

The LTD program will not be modified from the program established without mutual consent between ASSOCIATION and the BOARD, and communication to the members.

Section G.

If a teacher is ill or disabled and is fully compensated under his/her accumulated sick bank for the 90-day LTD qualification period, then the teacher shall continue to receive fringe benefits of hospitalization, dental, and vision for a period not to exceed 12 months following the date the teacher begins drawing LTD payments. If the teacher's sick bank is insufficient to fully compensate the teacher for the entire 90-day LTD qualification period, then the teacher shall continue to receive these fringe benefits for a period not to exceed 12 months following the date the teacher exhausts his/her sick bank.

of such duty. Such special leave shall not be deducted from either sick leave or personal business leave.

Section C. Duration of Leave

All requests for personal and professional leave should be submitted as soon as the need for the leave is known. Unless submitted at least forty-five (45) days prior to the beginning of the leave, the leave, if approved, shall begin on a date selected by the BOARD. All such leaves shall continue until the end of the school year in which the leave was granted. Leaves approved in the preceding school year to begin at the beginning of the school year shall be for the entire school year. Exception to these provisions may be made by the Superintendent, if requested, and approved prior to beginning the leave. However, if a vacancy exists similar to the teacher's previous teaching assignment, the request for return will be granted immediately.

Section D. Extension of Leave

Professional or personal leaves may be extended for one (1) additional school year. Such requests must be submitted prior to the expiration of the leave. In considering such requests, the advantage to the school district will be of prime consideration. A second additional year may be granted.

Section E. Return from Professional and Personal Leave

Teachers on leave must submit, by March 15, a written request to return from a leave in the following school year. Unless the request is submitted by this date, the BOARD shall be under no obligation to have a position for the teacher at the beginning of the school year. Requests to return submitted after this date, but prior to the expiration of the leave, may be acted upon at the convenience of the BOARD. Any teacher on leave who does not submit a written request for an extension or a return by the expiration of the leave (last teacher work day) shall be considered terminated and the BOARD shall have no obligation to said teacher. A teacher on leave who submits a request to return by March 15 shall be returned to employment at the beginning of the following school year.

Section F. Teachers requesting a return from leave by the appropriate dates shall be offered assignment in the area of certification and interest of the teacher on leave prior to anyone newly hired, previous substitutes, or former Livonia teachers.

A proportionate schedule shall be followed in the event of half-year sabbatical leave. In the event of extenuating circumstances, the BOARD may, by special action, waive any obligation to refund compensation.

e. All applications shall be reviewed for recommendation to the BOARD by a committee consisting of six (6) members, three (3) appointed by the Superintendent, and three (3) appointed by the ASSOCIATION. The committee shall consider, among other qualifications, the following:

(1) The proposed program of the applicant as related to professional graduate study, travel, writing or research.

(2) The value of the proposed program to the Livonia Public Schools School District, its pupils, and the individual applicant..

(3) The applicant's length of total service to the Livonia Public Schools.

(4) When the number of applicants exceeds a total of four (4) members of the teaching staff, the ratio of recipients should reflect the ratio of applicants, taking into account the total number of teachers eligible for a sabbatical from the areas of elementary, secondary and pupil personnel. The committee would be responsible for maintaining this balance.

2. **Application**

a. Applications shall be filed with the office of the Assistant Superintendent for Administrative Services by March 15 of the year preceding the year in which the sabbatical is requested. This date must be observed for either full-year or one-semester sabbaticals.

b. Applicants requesting sabbatical leave shall be notified by April 15 as to the status of their application.

c. Applications for sabbatical leave shall include with the application form an outlined plan for the period requested for sabbatical leave. This plan shall be indicated on the application form or as an attached statement, and shall include details either for graduate study in an approved college or university or a project (research, writing, travel) to be pursued independently by the applicant.

3. **Compensation**

a. Teachers on sabbatical leave will be paid one-half (1/2) their salary as set forth in Appendix A, on either twenty-one (21) or twenty-six (26) pays, as so indicated.

b. A teacher granted such leave shall advance on the salary schedule the same number of steps had the teacher been on the staff in the Livonia Public Schools School District.

ARTICLE XXV - OTHER LEAVES OF ABSENCE

Military Leave

A military leave of absence without pay shall be granted to any regularly appointed teacher who shall be inducted, or shall, during a declared period of war or national emergency, enlist for military duty with any branch of the armed forces of the United States. Tenure status is not required.

A probationary teacher returning to employment from military service shall be regarded as retaining the period of probationary service achieved prior to military service.

Teachers on military leave shall be given the benefit of any increments which would have been credited to them had they remained in active service with the school system, the BOARD reserving the right to give or to withhold increments or to deny extension of leave to those remaining in military service beyond the compulsory period. Sick leave allowance will be maintained but shall not accrue during military leave.

ARTICLE XXVII - SENIORITY

Section A. Seniority shall be defined as total years of service to the Livonia Public Schools, computed from the first day teachers reported for work. Part-time contractual employment preceded and followed by full-time employment shall not interrupt years of service. Professional leaves, sabbatical leaves, health leaves, family medical leaves, or military leaves shall not be considered as interruption of years of service, and shall be counted toward seniority. Maternity and personal leaves shall count toward seniority.

Section B. In the circumstances of more than one (1) teacher beginning employment on the same date, determination will be made by the date of official BOARD action employing the teachers, then date of offer letter, and finally, date of return of offer letter. The teacher with the earliest employment date will have the most seniority. In the event that more than one teacher has the same four (4) sets of determining dates for seniority then the relative place of such persons on the seniority list will be determined by a drawing of lots, participated in by all affected teachers. The notice of the drawing, including date, place and time, will be provided in writing to the ASSOCIATION and all affected members one (1) week before the drawing. The drawing will be conducted openly and at a time and place that reasonably allows all interested teachers, and particularly those affected, to attend. The President of the ASSOCIATION or his/her designee shall draw for any person unable to be in attendance. All affected teachers will be notified in writing of the results of the drawing within one week of the drawing.

Section C. All seniority is lost when there is both a severance of employment and an interruption in service; however, seniority is retained if a severance of employment and an interruption in service is due to layoff. In such cases, teachers so affected shall retain all seniority that has been accrued as of the effective date of layoff, and shall continue to accrue seniority for a continuous period equal to the seniority acquired at the time of such layoff. Right to recall is terminated at the end of that period. Right to recall is terminated when a position is offered and refused.

Section D. The seniority list shall be published by December 15 of each year, with notation of certifications then on file with the BOARD for each teacher. They will be posted in the area of each building reserved for teachers' use. A copy of the posted seniority list and all subsequent updates shall be provided to the ASSOCIATION.

Section E. The current practice of granting bargaining unit seniority to administrators shall continue for administrators currently employed by the BOARD. After the effective date of this agreement, teachers who have accrued seniority and who become administrators in this district shall have their bargaining unit seniority frozen and shall not accumulate additional bargaining unit seniority. Administrators who are hired from outside the district shall have no seniority in the bargaining unit.

6. Teachers returning from leave, newly hired, previous substitutes, or former Livonia teachers shall not be assigned to a position until those teachers requesting a transfer have been informed of the vacancy and given an opportunity to interview for the position.

Section B. Involuntary Transfers

1. An involuntary transfer will be made only after written notification to the teacher. Except in unusual circumstances, such transfers will take effect only at the beginning of the following school year. In making involuntary assignments and transfers, the convenience and wishes of the individual teacher will be honored to the extent that these considerations do not conflict with the instructional requirements and best interests of the school system and the pupils.

2. An involuntary transfer may be necessary to provide a better opportunity for professional growth of the teacher to meet unique instructional requirements, such as may happen in curriculum changes, student selections, or similar valid reasons. When the transfer is necessary for other than reduction in force, then the teacher being involuntarily transferred will receive a written explanation of the need for the transfer. If the reason given is based on the professional performance of the teacher, the action must be preceded by a period of evaluation, specific identification of weaknesses or deficiencies with recommendations for correction, and evidence of administrative support to the teacher. There may occasionally be unusual circumstances requiring urgent action.

3. In the event that more than one position exists which would better meet the capabilities of the teacher, then the teacher will be provided with a list of all such vacancies and be given adequate released time to visit the schools in which those positions exist. It is understood that a variety of positions from which to choose is more desirable than direct assignment of the teacher without the teacher's concurrence. Except in unusual circumstances requiring urgent action, a teacher will not be forced to transfer until a specific position, which is vacant, has been identified, which will be more suited to the teacher's capabilities, in light of the problems identified by the administration as reasons for the transfer.

4. Other teachers shall not be placed in positions in the same field in the same level where an involuntary transfer is anticipated until such positions are identified specifically for those who are to be involuntarily transferred either under this Article or Article XXIX, unless such assignment would facilitate the assignment of the teacher forced to transfer.

Section C. Promotions

1. A promotional position is defined as an advancement in salary above the salary schedule in Appendix A. Whenever a vacancy in any promotional position shall occur, other than for Superintendent or the Superintendent's

ARTICLE XXIX - LAYOFF STATUS AND RECALL

Section A. Should substantial and unforeseen changes in student population, financial conditions, changes, revisions, or elimination in or of the programs make necessary a layoff of personnel, the following layoff procedures shall prevail:

1. Specially certified teachers in the specific positions being reduced or eliminated will be laid off first, provided there are fully qualified, fully certificated teachers to replace and perform all of the duties of the laid off teachers.

2. If reduction is still necessary, then probationary teachers will be laid off, provided there are fully qualified, fully certificated teachers to replace and perform all of the duties of the laid off teachers.

3. If reduction is still necessary, the principal in each building where a reduction is necessary shall identify the department(s) in secondary schools, K-6 in elementary schools or special areas, such as exist in special education, media specialists, etc., where such reduction is to take place.

4. The teacher(s) in that building with the least amount of seniority according to the seniority list shall be declared surplus.

5. The surplus teacher will be assigned to any vacancy which exists in any other building in the district, in the department in secondary schools, K-6 in elementary schools, or appropriate special areas for which the teacher is certified and has been teaching in the most recent assignment.

   When a choice of buildings is possible, the convenience and wishes of the teacher will be honored to the extent that these considerations do not conflict with the instructional requirements and best interests of the school system and the pupils.

6. If no vacancy exists in any building, in the department in secondary schools, K-6 in elementary schools, or special areas, then the teacher declared surplus shall be assigned to the position in the school district in the teacher's previous area of teaching and in the level previously taught held by the least senior teacher in the school district.

7. The least senior teacher thus displaced from the department, level or area previously taught shall be considered for any vacancy which may exist in a teaching area for which the teacher is certified. If the teacher has had previous satisfactory Livonia experience in this new area, then the teacher shall be assigned to such vacancy. If there has been no previous satisfactory Livonia experience, the teacher must demonstrate, through interviews, short-term assignment, or other appropriate means, ability to satisfactorily teach in this new area. This provision applies only if a vacancy exists.

13. The teacher will be returned to the teacher's original position when a vacancy occurs, if the teacher wishes to return.

14. No other placement of staff shall occur in the same field and the same level where an involuntary transfer is anticipated prior to those forced to transfer involuntarily, either under this Article or Article XXVIII, unless such assignment would facilitate the assignment of a teacher laid off.

15. All teachers who anticipate changes in their certification must notify the personnel department by March 15 of the current school year in order to exercise bumping rights in their new area of certification for the following school year. This section also applies to teachers on layoff.

Section B. Teachers being recalled will be given ten (10) days from the date of the mailing of a certified letter of recall to indicate their acceptance or rejection of reemployment. Failure to respond within the ten (10) day period will end the employee's recall rights, except that a teacher who is sick shall notify the BOARD of intent to return as soon as possible, and, from the date of notifying the BOARD, shall be deemed to be on sick leave. A substitute shall be hired in the teacher's place until return from sick leave. A substitute position of this nature shall be offered first to any remaining teachers who are yet laid off.

No credit on the salary schedule shall accrue during layoff status. Teachers on layoff status must submit a written notice annually prior to March 15, advising the personnel office of their current address in order to retain their layoff/reemployment status. Failure to provide written notice shall terminate layoff/reemployment status.

Section C. No new teacher shall be hired in a subject area until all laid off teachers from that subject area have been recalled or decline the opening.

Section D. No new teachers shall be hired in a subject area before teachers who are laid off from other subject areas may be qualified, and who possess the necessary certification, are recalled or decline the opening.

Section E. The BOARD will make every effort to assist all teachers who are laid off due to internal conditions, annexations or consolidation to secure employment in other school districts upon terms and conditions as nearly comparable as possible to those contained herein.

Section F. Recall will be based on a reversal of Section A, above; i.e., the last laid off will be the first recalled, provided that all tenure teachers on leave have been reinstated prior to recall of probationers.

Section G. No teacher shall be laid off pursuant to a necessary reduction in personnel for any school year, or portion thereof, unless said teacher shall have been notified of said layoff on or before June 10 of the previous school year.

ARTICLE XXX - REORGANIZATIONS AND CONSORTIA

Section A. To the full extent permitted by law, this Agreement shall be binding upon the BOARD and its successor personnel and upon any school district into which or with which this DISTRICT shall be merged, combined or reorganized.

ARTICLE XXXII - TEACHER EVALUATION

Section A. The parties recognize that the evaluation of teachers is a continuous process of primary concern to both the ASSOCIATION and the BOARD. The evaluation of teachers will be completed in accordance with the Teacher Evaluation Procedures developed jointly by the ASSOCIATION and the BOARD.

Section B. It is recognized that, once a person achieves tenure status, this status may only be denied as provided for under the Michigan Tenure Act. It is further recognized that a person never achieves tenure in a particular position, but only as a classroom teacher and is subject to assignment according to the provisions of this Agreement. However, whenever a teacher is transferred or promoted to another position of a different nature than the one in which tenure has been achieved, the teacher shall be required to serve a one (1) year trial period in that position. This would specifically include, but not be limited to, transfers to counselors, media specialists, student services and changes between elementary, middle school, and senior high.

During this trial period, the teacher is to be evaluated by an administrator informed in the use of the Teacher Evaluation Procedure used in the Livonia Public Schools. At the end of this period of time, if evaluations are not completely satisfactory, the teacher may be transferred to a like position to the one in which tenure was achieved. After this period of time, if retained in the new position, the teacher is to have all the benefits due as if the probationary period had been served under the Tenure Act in that position. A teacher advisor will be appointed, if requested, to assist the tenure teacher during this trial period.

Section C.

1. Newly hired teachers will be part of a New Teacher Induction/Teacher Mentoring Process.

2. According to PA 335 of 1993, the required number of inservice days will be 15 over a 3 year period. In order to satisfy these requirements, as defined in PA 335 of 1993, a year is defined as at least 150 days and a day is defined as a minimum of 2-1/2 clock hours. These conditions will change with changes in provisions of the law.

3. The Probationary Advisor as described in the Teacher Evaluation Procedures Booklet (December 1993) will be considered the teacher mentor for purposes of implementing the New Teacher Induction/Teacher Mentoring Process.

Section D. When a comprehensive evaluation by the principal or immediate supervisor shows the need for inservice training of any teacher, a request that the teacher receive the needed inservice training shall be a matter of record. While attendance is voluntary, the teacher's participation or non-participation shall likewise become a matter of record. Such activities will be within the teacher's workday, or reimbursed at the inservice training rate established in Appendix B. Except as provisions may be made by the BOARD as a condition of employment prior to the hiring of a teacher, attendance at such after-school inservice training activities, whether initiated by the ASSOCIATION, the BOARD, or jointly, shall be voluntary on the part of the teacher.

Within ten (10) school days after the conclusion of the meeting, the BOARD or its designee, shall render a written decision, with copies to the ASSOCIATION and the grievant.

Grievances which do not involve alleged violations of a specific Article and Section of this Agreement may be processed through Step II but will not be arbitrable.

STEP THREE

If a grievance is not satisfactorily adjusted, and if it involves an alleged violation of a specific Article and Section of this Agreement, the ASSOCIATION or the BOARD may, within ten (10) school days after the decision of Step II is rendered, submit the grievance to arbitration.

Section C. Rules Governing Arbitration

1. The following matters shall not be the basis of any grievance filed for arbitration under the procedure outlined in this Article.

   a. Termination of services of or failure to re-employ any probationary teacher.

   b. Discharge or demotion under the procedures specified in the Teacher Tenure Act (Act 4 of the Public Acts, Extra Session of 1936 of Michigan, as amended).

   c. Failure to reappoint a teacher to an extra-duty assignment as represented on Schedule B, providing the teacher has been evaluated and has received assistance in improving the work.

2. The submission to arbitration shall contain a statement of the issues to be arbitrated and references to the specific Article and Section allegedly violated.

3. Parties shall attempt, within ten (10) school days after the receipt of the notice of submission, to agree upon a mutually acceptable arbitrator and obtain a commitment from said arbitrator to serve. If the parties are unable to agree upon an arbitrator or to obtain such a commitment within the specified period, a request for a list of arbitrators will be made to the American Arbitration Association in the selection of an arbitrator. The arbitrator shall then be selected according to the rules of the American Arbitration Association which shall likewise govern the proceedings.

4. It shall be the function of the arbitrator, after due investigation, to make a decision in writing and set forth findings of fact, reasoning, and conclusions on the issue(s) submitted. The arbitrator's decisions shall be rendered not later than thirty (30) days from the date of the closing of the hearing, or if oral hearings have been waived, then from the date final statements and proof are submitted to the arbitrator, and shall be final and

ARTICLE XXXIV - NEGOTIATION PROCEDURES

Section A. Representatives of the BOARD and the ASSOCIATION, including at least one (1) member of the respective bargaining teams, will reserve up to two (2) hours for a meeting on the last school Tuesday of each month, or such other day as mutually agreed upon for the purpose of reviewing the administration of the contract and to discuss concerns which may arise. These meetings are not intended to bypass the grievance procedure. Each party will submit to the other on or before Wednesday prior to the meeting, an agenda covering what they wish to discuss. All meetings between the parties will be scheduled to take place during the regular school day, unless otherwise mutually agreed.

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. During the terms of this Agreement, neither party will be required to negotiate with respect to any such matter, whether or not covered by this Agreement and whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

Section B. Beginning not later than March 15 of the calendar year in which this Agreement expires, the ASSOCIATION and the BOARD agree to negotiate over a successor agreement in accordance with the provisions set forth herein in a good faith effort to reach agreement concerning teacher salaries, hours, and other terms or conditions of employment. Any agreements so negotiated shall apply to all teachers and shall be reduced to writing and ratified and signed by the BOARD and the ASSOCIATION.

Section C. The parties mutually pledge that their representatives will have all necessary power and authority to make proposals, consider proposals, and reach consensus in the course of negotiations.

Section D. Copies of this Agreement titled "Professional Agreement Between the Livonia Public Schools School District and the Livonia Education Association" shall be printed at the expense of the District within thirty (30) days of the signing of this Agreement and at that time shall deliver to the ASSOCIATION copies numbering one and one-half (1-1/2) times the number of members of the ASSOCIATION. The ASSOCIATION shall be responsible for the distribution of the copies to its members.

Section D. The salary schedule is based upon the regular school calendar as set forth in Appendix D and the normal teaching assignment as defined in this Agreement. If a teacher shall teach more than the normal teaching load as set forth in Article XI as a regular part of the teacher's assignment, compensation will be one and one-half (1-1/2) times the individual hourly rate upon substituting in the same assignment for two (2) continuous school weeks or longer. If it is known that the assignment will be for two (2) weeks or more when the teacher assumes this assignment, then the permanent rate will begin immediately. In the event that a temporary assignment over and above the normal teaching load as set forth in Article XI becomes permanent, the permanent rate shall begin immediately but shall not be retroactive. It is the responsibility of the building principal to notify the teacher and the personnel office immediately in such an instance.

Section E. A teacher's daily rate is to be determined by dividing the teacher's basic annual salary as set forth in Appendix A by 200 days. A teacher's hourly rate is to be determined by dividing the daily rate by 7.5. It is recognized that the numbers in this paragraph are for computational purposes only.

Section F. No teacher at any level shall be used as a substitute teacher unless it is a scheduled part of the total teaching hours, except in the case of emergency. It will be expressly understood that failure of a substitute to arrive on schedule or the inability of the BOARD to secure a substitute shall be considered an emergency. Such emergency assignments shall be rotated among qualified available personnel. Such substitution would be in the areas of certification as far as possible. During a teacher's scheduled student contact time, a teacher will not be assigned the responsibility for all or a part of another teacher's student load when another teacher is available for coverage.

In such emergency cases when a regular teacher has been assigned to substitute in another teacher's assignment during a conference/preparation period, or a period that would occur beyond a teacher's normal teaching day, the teacher shall be reimbursed at the rate established in Appendix B of this Agreement. No teacher shall be assigned more than one (1) hour of such substituting per day, nor shall a teacher be paid for more than one (1) hour per day of such substituting.

Section G. Teachers involved in extra-duty assignments and other activities which are recognized as calling for additional compensation are set forth in Appendix B of the Agreement. All compensation shall be in accordance with the provisions of this Agreement.

Section H. Mileage Reimbursement

Teachers required in the course of their work to drive personal automobiles from one building to another shall receive a car allowance based upon the IRS mileage rate. The same allowance shall be given for use of personal cars for field trips or other approved business of the district when the teacher's personal car is used for such business. Mileage allowance is computed only after the person has reached the initial established work location for that day and specifically excludes traveling to and from such established work location.

Section L. A teacher shall receive an annual longevity payment in accordance with the following schedule at the beginning of the year of service shown below:

Year	1997-99*
16	$ 1,936
17	2,086
18	2,236
19	2,386
20	2,536
21	2,686
22	2,836
23	2,986
24	3,136
25	3,286
26	3,436

*** FOR THE 1997-98 SCHOOL YEAR ONLY, $250.00 WILL BE ADDED TO THE LONGEVITY RATE.**

LONGEVITY RATES SUBJECT TO VERIFICATION

Section M. Unpaid Wages of Deceased Teachers

1. In the case of the death of any teacher, the BOARD shall pay all wages and terminal pay due to such deceased teacher to the spouse, children, father or mother, sister or brother of the deceased teacher, in the preceding order of preference. The required payment and/or required order of preference may be altered by the teacher only upon the teacher's filing, prior to death, with the BOARD or designated official, of a Beneficiary Designation Form changing such requirements, an example of which is attached to this Agreement as Appendix E. That form shall remain effective until superseded by the filing of a later Beneficiary Designation Form by the teacher or by the termination of employment and payment to the teacher of all wages owed by the BOARD.

2. If the teacher leaves no surviving spouse, children, father, mother, sister, brother, or other designated beneficiary, then all wages and benefits owing shall be paid into the estate of the deceased teacher.

3. "Wages," as used in this Article and the Beneficiary Designation Form, include all forms of compensation, benefits, or reimbursement for expenses granted under this Agreement which are due to the deceased teacher.

2. When a vacancy exists for an extra-duty assignment, the principal shall post appropriate notices in the building soliciting written applications. The vacancy shall not be filled except in case of an emergency and then only on a temporary basis until such vacancy shall have been posted for at least ten (10) days. When a vacancy exists for a coaching position, the position shall be posted district-wide.

3. When more than one (1) person indicates an interest, ability and balance will become the prime factors of consideration. If these are essentially equal, then seniority in the Livonia Public Schools will become the deciding factor, with the person with greatest seniority given preference. Any person denied a position after indicating an interest in the vacancy may request the principal to state the reason(s) for such denial.

4. If there is no one with the ability and interest at a building for a particular extra-duty assignment, applications may be sought from other buildings.

5. It is recognized that tenure does not apply to any extra-duty assignment. If the District declares the position vacant based upon the teacher's performance in the extra-duty assignment, then the teacher shall be notified sixty (60) days prior to the end of the school year, except that when the assignment extends beyond this date, notification shall be by the end of the current school year.

6. An involuntary change in the extra-duty assignment of a teacher shall be for just cause and preceded by:

   a. the faithful execution of an evaluation procedure;
   b. a positive effort to assist the teacher in rectifying any professional difficulties noted; and
   c. the forwarding of a written explanation for the action to the teacher.

Section D. Persons from outside the district will not be assigned any extra-curricular or summer school positions as a teacher as long as qualified Livonia Public Schools teachers are available to fill the positions.

Section E. Teachers involved in extra-duty assignments and other activities which are recognized as calling for additional compensation are set forth in Appendix B of the Agreement. All compensation shall be in accordance with the provisions of this Agreement.

ARTICLE XXXVIII - SCHOOL CALENDAR

For the term of this Agreement, the school calendar shall be as set forth in Appendix D. There shall be no deviation from or change in the school calendar except by mutual agreement of the BOARD and the ASSOCIATION. In the event that a change is required to meet the minimum number of days required to qualify for full state aid, any change shall be mutually established.

State Aid funding, the parties agree to negotiate over resultant modification in employees' wages, hours, and working conditions.

Section F. In the event a workday is canceled at the end of a semester, a make-up day will be rescheduled unless prohibited by state law.

ARTICLE XLI - DURATION OF AGREEMENT

This Agreement entered into between the Livonia Public Schools School District and the Livonia Education Association shall continue until the 15th day of August 1999. This Agreement shall not be extended orally, and it is expressly understood that it shall expire on the date indicated.

LIVONIA EDUCATION ASSOCIATION

LEA Board of Directors

Karen Zyczynski, President

Carolyn Norris-Deyell, Vice President

Susan McAmmond

Joseph Costa

Mildred Rodolosi

LEA Negotiations Committee

Christina E. Berry

Annmarie Deering

Harold J. Downs

Susan A. Haverkate

Carolyn F. Norris-Deyell, Vice President

LIVONIA BOARD OF EDUCATION

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Priscilla S. Sata

Laurence M. Shanks

Nancy Shaw, Chief Negotiator

Karen Zyczynski, President

Joyce Casale
LEA Executive Director

Dated this 3rd day of March, 1997.

Effective August 15, 1997