



TEACHER MASTER CONTRACT

7/1/2010 to 6/30/2013

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AGREEMENT

This Agreement is entered into this 24th day of August 2011, between the school district of Pewamo-Westphalia hereinafter called the "Board" and the Pewamo-Westphalia Education Association, hereinafter called the "Association."

WITNESSETH

The Board and the Association have a statutory obligation, pursuant to Act 379, of the Michigan Public Schools act of 1965, to bargain with respect to hours, wages, terms and conditions of employment.

The parties, following negotiations, have reached certain understandings, and it is agreed as follows:

ARTICLE I

RECOGNITION

- A. The Board recognizes the Association as the exclusive bargaining representative as defined in Section II, of Act 379, Public Acts of 1965, for all certified teaching personnel, including full time classroom teachers, part-time classroom teachers, media specialists, non-certified and/or non-endorsed teachers, and special education teachers, but excluding supervisory and executive personnel, substitute teachers, office, clerical, maintenance, operating employees, and all others employed by the Board. Non-certified, non-endorsed teachers may be hired only in emergency situations for a maximum of one (1) year. After forty-five (45) consecutive days in the same assignment in a school year, a substitute teacher will earn starting salary wages and become a permanent substitute.
- B. Supervisory and executive personnel who teach more than 1/2 time a day shall be considered teachers and shall be covered by this agreement.
- C. The term "teachers" when used hereinafter in this Agreement, shall refer to all employees represented by the Association in bargaining unit as above defined. A probationary teacher is a teacher who has not attained tenure teacher status.
- D. The board agrees to not negotiate with any teachers' organization other than the Association for the duration of this Agreement.

ARTICLE II

BOARD RIGHTS

- A. The Board on its own behalf and on the behalf of the electors of the district hereby retains and reserves unto itself, without limitation, all the powers, rights, authority, duties and responsibilities conferred upon and invested in it by the laws and the Constitution of the State of Michigan and of the United States, including but without limiting the generality of the foregoing, the right:
1. To the executive management and administrative control of the school system and all its properties and facilities, and the activities of its employees while such employees are on duty.
 2. To hire and dismiss all employees subject to the provisions of law.
 3. To establish grades and courses of instruction including special programs and to provide for recreational and social events for students, all as deemed necessary or advisable by the Board.
 4. To approve or reject the means and methods of instruction, the selection of textbooks and other teaching materials and the use of teaching aides as recommended by the Association.
 5. To determine class schedules, the hours of instruction, and the duties, responsibilities and the assignment of teachers and other employees with respect thereto and the terms and conditions of employment.
- B. The exercise of the foregoing powers, rights and authority, duties and responsibilities by the Board, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited by the specific and express terms of this Agreement (and then only to the extent such specific and express terms of this thereof are in conformance with the Constitution and Laws of the State of Michigan and the Constitution and Laws of the United States.)
- C. Nothing contained herein shall be considered to deny or restrict the Board of its rights, responsibilities and authority under the Michigan General School Laws or regulations as they pertain to Education.

ARTICLE III

ASSOCIATION RIGHTS

- A. The Association shall have the right to the use of school buildings for meetings at such hours that do not interfere with the regular program of the school or any other activities that have been previously scheduled and approved by the Board or its representatives. The Building Principal will be notified of all such meetings one week in advance, if possible.
- B. Bulletin boards and other established media of communication shall be made available to the Association and its members for official organizational materials.

- C. Teachers are encouraged to advise the Board and Administration with respect to changes in educational policy.

ARTICLE IV

DUES DEDUCTIONS

- A. Any teacher who is a member of the Association or who has applied for membership may sign and deliver to the Board an assignment authorizing deduction of membership dues in the Association, including the Michigan Education Association and the National Education Association. Such authorization shall continue in effect from year to year unless revoked in writing, between June 1 and September 1 of any year. The Board shall deduct one-tenth of the dues ten times during the school year, beginning in September and ending in June of each year. Deductions for teachers employed after the school year begins or joining the Association during the school year shall be appropriately prorated to complete payments by the following year. PAC contributions must be authorized annually.
- B. The Association shall be responsible for the remission of members' dues to the state and national associations.
- C. It shall be the responsibility of the teacher to file, with the Board, the correct payroll deduction information. Such information shall be filed no later than September 30, or 30 days after ratification of the Master Agreement, whichever comes later. The Board will forward all payments as soon as possible after pay period deductions.
- D. Any bargaining unit member who is not a member of the Association, who is not a member of the Association in good standing, or who does not make application for membership within thirty (30) days from the first day of active employment shall, as a condition of employment, pay a Service Fee to the Association. The Service Fee shall not exceed the amount of the Association dues collected from Association members. The bargaining unit member may pay such fee directly to the Association or authorize payment through payroll deduction, as herein provided. In the event that the bargaining unit member shall not pay such Service Fee directly to the Association, or authorize payment through payroll deduction, the Employer shall, pursuant to MCLA 408.477; MSA 17.277(7) and at the request of the Association, deduct the Service Fee from the bargaining unit member's wages and remit same to the Association.

Due to certain requirements established in recent court decisions, the parties acknowledge that the amount of the fee charged to non-members along with other required information may not be available and transmitted to non-members until mid school year (December, January or February). Consequently, the parties agree that the procedures in the Article relating to the payment or non-payment of the Service Fee by non-members shall be activated thirty (30) days following the Association's notification to non-members of the fee for that given school year. In such event, it is agreed that the employee remains obligated for the entire annual Service Fee.

- E. The Association will protect and save harmless the Board from any and all claims, demands, suits, and other forms of liability or costs by reasons of action taken by the Board in compliance with this article.

ARTICLE V

TEACHING HOURS

- A. Secondary teachers shall be at their teaching stations by 7:55 a.m. Elementary teachers shall report at 8:00 a.m. Elementary teachers may leave at 3 p.m. and secondary teachers after the buses depart. Any variance from these hours and/or student contact minutes from the previous year will be mutually agreed upon.
- B. Elementary teachers and full - time librarians will be provided with two (2) fifteen minute relief periods each day as designated by the principal.
- C. Elementary teachers who have no students under their supervision during time when their students are receiving instruction from various teaching specialists, shall use the time for class preparation.
- D. All teachers shall be entitled to a duty free uninterrupted lunch period of a minimum of thirty (30) minutes duration. Emergency situations or problems connected with inclement weather may alter the schedule.
- E. The teaching load in the senior high school, excluding full time counselors and full - time librarians, will meet requirements that each teacher within the student school day will have an average of at least one (1) preparation/consultation period per day exclusive of lunch period. Exceptions will be made through mutual agreement with the teacher.
- F. A teacher engaged during the school day in negotiations on behalf of the Association with any representative of the Board or participating in a local grievance with any representative of the Board shall be released from regular duties without loss of salary. Whenever possible, grievances and negotiations will be conducted outside of regular school hours.
- G. Each teacher shall be required to attend no more than three (3) hours of meetings or school functions per month beyond the regular school day. Teachers must be given at least one week's notice in writing of any required meeting or function. Teachers may be excused from required meetings or functions by their principal for good cause.
- H. When inclement weather or any Act of God causes the cancellation of classes in the entire district, teachers shall not be required to report.
- I. When schools are closed to students due to severe inclement weather, severe storms, fires, epidemics or other conditions beyond the control of school authorities, teachers will not be required to report for duty and shall suffer no loss of compensation on said days. However, teachers shall be required to report on rescheduled days of instruction with no additional compensation to meet state required days and hours according to the following procedure:

1. Any negotiated Flex days.
 2. The remaining makeup days will be added to the calendar immediately following the previously scheduled closing date for students. In that event, the calendar shall be adjusted so that the final three (3) days of school for students are half (1/2) days).
 3. If at any time during the life of this Agreement, it becomes lawful to count (for the purpose of state member aid) as days of pupil instruction days when pupil instruction is not provided due to conditions not within the control of school authorities such as due to severe storms, fires, epidemics, or health conditions, it is agreed that the following provision shall become immediately in effect: When the Act of God or an Employer directive forces the closing of a school or other facility of the Employer, bargaining unit members shall be excused from reporting to duty without loss of pay. Days lost due to school closing under the foregoing circumstances shall not be rescheduled, unless otherwise required by State law.
- J. Professional teaching staff shall be provided the opportunity to obtain sufficient hours of Professional Development to meet State Professional Development hours of in-service time per year beyond that normally provided by the district, approved by the building principal. Any conference, class or workshop sponsored by an intermediate school district, RESA, Michigan Department of Education, college, university, educational organization, or special interest education group shall qualify as meeting this requirement. The district shall pay all costs and reasonable expenses incurred by teachers in meeting this requirement. A log to be kept on the Association bulletin board will be placed in each building to record time spent.
- K. If additional days are required by State law the parties will meet to determine their placement in the calendar.

ARTICLE VI

TEACHING CONDITIONS

- A. The suggested pupil - teacher ratio as set forth in Schedule "A" represents a goal of the Board.

<u>SCHEDULE A</u>		<u>SUGGESTED MAXIMUMS</u>	
1.	Elementary Classrooms	Regular	25 pupils
		Split	23 pupils
2.	Secondary		
	English)		
	Social Studies)		
	Mathematics)		25 pupils
	Science)		
	Language)		
	Business)		
	Computers/Keyboarding		30 pupils
	Industrial Arts & Consumer Ed		20 pupils
	Drafting		25 pupils
	Music (not to include performance groups such as band and chorus)		40 pupils
	Physical Education & Health		40 pupils

- B. When practicable and possible, the Board shall make available to and in each school a lounge and/or work study room and lavatory facilities exclusively for teacher use.
- C. The Board will continue its efforts to provide aides for teachers to assist in non-professional activities where the Board deems it necessary or advisable, and limited by the financial condition of the district.
- D. Under no conditions shall a teacher be required to engage in non-educational activities as part of his/her regular assignment. This would include activities such as bus driving, scoring or timing at athletic events, and janitorial duties.
- E. All requisitions shall be submitted on the forms provided. Within twenty (20) school days, teachers will be given written statements dealing with the disposition of their requisitions. Said disposition will indicate either approval or denial. Reasons for denial shall be given if teacher requests same from the administration.
- F. Telephone facilities will be made available to teachers for their use. Teachers will record all long distance phone calls on the forms provided and will pay for personal calls.
- G. Teachers who travel over two (2) miles between schools as part of their regular daily schedule will be allowed 15 minutes each way for travel and set-up. This travel is exclusive of lunch period.
- H. A teacher at the elementary level with more than 25 students in a straight grade or 18 in a split class will be provided with a minimum of two hours of aide time per day.

- I. It shall be the goal of the Board to provide Art and Computer Education in Elementary School. The Board will provide Music and Physical Education in Elementary School.
- J. Elementary SAP leaders will not be pulled from class without consent.
- K. It shall be a goal of the Board to provide counseling services to elementary students.

ARTICLE VII

PROFESSIONAL QUALIFICATIONS AND ASSIGNMENTS

- A. Teachers will be assigned within the scope of their teaching certificates and their qualifications. For purposes of interpreting and applying this Agreement, the following definitions will govern:

- 1. "Certification" or "certified" shall be defined as the requirement to hold all certificates, endorsements and approvals required by law and/or the Michigan Department of Education Certification Code to serve in the position assigned. It is the teacher's responsibility to file such certificates, endorsements or approvals with the District. The certification status of a teacher on file with the District shall be considered conclusive for all purposes under this contract.

The teacher shall provide written notice to the District of any change to his/her certificates, endorsements or approvals after the original filing of same with the District. This shall include notice of any additional endorsements, certificates, renewals, approvals as well as expirations, revocations and any limitations thereon. The teacher shall further notify the District and the Association, in writing, in the event that he/she petitions the State Board of Education for nullification or limitation of his/her certificate, one or more endorsements thereon, or a grade level certification appearing on the certificate.

- 2. "Qualifications" or "qualified" shall mean that the teacher meets all applicable standards for a "highly qualified" teacher under the No Child Left Behind Act, including the NCLB Final Regulations, 34 CFR 200.55-200.56, and the Michigan Definition for Identifying Highly Qualified teachers, as approved by the State Board of Education.
- 3. If a teacher cannot be assigned to an existing vacancy for which he/she is certified and qualified, he/she will be placed on layoff status unless the teacher is certified and qualified to displace another member of the bargaining unit in accordance with Section 1248 of the Revised School Code. The teacher ultimately

displaced shall be laid off and shall have recall rights in accordance with this Agreement, Section 1248 of the Revised School Code and the Tenure Act.

- B. All teachers shall be given written notice of their assignments for the coming year no later than June 30th. It is further agreed that any changes in assignments will not be made until such time as the administration and the teacher can meet to discuss the modifications.
- C. Whenever a teacher is involuntarily reassigned or involuntarily transferred to another building after August 1, the Board agrees not to enforce any provisions of the Teachers' Tenure Act should the teacher wish to resign as a result of the involuntary reassignment or involuntary transfer to another building.
- D. Any extra-curricular or extra duty assignments in addition to the normal teaching schedule during the regular school year shall not be obligatory, except as stated below, but shall be with the consent of the teacher. The Board has the right to fill open positions with persons outside the bargaining unit in the event that no bargaining unit member applies for the position. Extra duty positions shall not be deemed positions with tenure. A teacher who has had no extra duty except class advisor within the last three years may be assigned one extra duty after that position has been posted but left vacant.
- E. A randomly drawn list of all secondary teachers shall be provided for the purpose of assigning class advisors. Any full-time teacher who currently has no extra duty could be assigned a class advisor position for a period of two years. After a teacher has served two years, his/her name will be placed at the bottom of the list. In the event that all class advisor positions are not filled, teachers will be selected from the list who have only one extra duty. This process will be continued until all class advisor positions have been filled. No teacher will be assigned more than one class advisor position concurrently. The name of any new teacher shall be added to the bottom of the list. No class advisors will be assigned to each grade except when one is mutually agreed upon. This Article refers to open positions only.
- F. The Board of Education will make available free of charge Hepatitis B vaccine.

ARTICLE VIII

VACANCIES AND TRANSFERS

- A. Whenever a vacancy requiring professional personnel in the system occurs, the Superintendent will notify the Association and post the vacancy on the bulletin boards in each building. A teacher may apply for any position at any time. Such application shall be in writing addressed to the Superintendent of Schools. Applications will be considered should such vacancies occur, either during the school year or during the summer. This application should be renewed annually. The decision of the Board as to the filling of such vacancies shall, however, be final.

- B. The Association recognizes that when vacancies occur during the school year it may be difficult to fill them within the district without undue disruption to the existing educational program. If the Superintendent in his reasonable judgement so determines, such a vacancy may be filled on a temporary basis.

ARTICLE IX

REDUCTION IN STAFF

A. Seniority

1. New employees shall be considered as probationary employees as prescribed by the Tenure Act.
2. The term “seniority” as hereinafter used shall be the length of continuous service with the Pewamo-Westphalia Board of Education as a member of the bargaining unit covered by this Agreement.
3. By October 15 annually the District shall prepare a seniority list showing the name of each teacher and their seniority date. The seniority list shall be presented to the Association President and posted in each building until November 15. If no written objections from the Association or bargaining unit members are received by November 15, the seniority list shall be conclusively regarded as accurate. If there are timely objections to the content of the seniority list, the Association and the District shall meet to resolve those discrepancies by December 15. If resolution is not achieved by that date, the matter shall be submitted through the Grievance Procedure at Step 3.
 - a. A teacher’s seniority date shall start with the first day of work, which is the first teacher workday as determined by the master agreement. Days worked in any extra-curricular position shall not accrue seniority, establish a date of hire or entitle the teacher to accrued seniority by virtue of that service.
 - b. In the circumstance of more than one individual having the same seniority date, all individuals so affected will have their ranking on the seniority list determined by the last four (4) digits of their social security numbers beginning with the thousands place. Whoever has the lowest last four (4) numbers of their social security number shall be ranked highest on the list and so on. The final ranked names will be placed on the list along with the month, day and year of their first work day. The Association President and the Superintendent will jointly certify, in writing, that the seniority ties have been resolved correctly according to the above standards.
 - c. Leaves of absence and periods of layoff shall not constitute an interruption in continuous employment and seniority shall continue to accrue. Separation from the District and subsequent reemployment shall constitute an interruption in continuous employment and seniority shall not continue to accrue, nor shall any previous

seniority be granted upon reemployment. Seniority shall be lost when a teacher has been laid off for three (3) years from the effective date of the layoff.

- d. A teacher who works less than full time shall accrue seniority as if he/she were employed full time.
- e. Credit given for teaching experience in other school districts shall not be considered for the purposed of accumulating seniority, but shall serve to reduce the probationary period in accordance with the provisions of the Tenure Act.
- f. Acceptance of an administrative position shall be considered a break in service and result in a loss of seniority.
- g. A teacher who is hired after the drawing described in part g has occurred shall be placed at the bottom of the seniority list at the time of his/her hire.
- h. Teachers who are laid off during a contract year shall be considered as having completed the contract year for purposes of placement on the salary scale if employed for one semester or more of the school year. Teachers who teach for less than one semester shall be given credit for a complete semester.

B. Recalls

1. It shall be the responsibility of each teacher to notify the District of any change in address. Employees shall be notified of recall by certified mail, return receipt requested.
2. Employees who are notified of recall and fail to respond within five (5) days of receipt of the notice of recall or who fail to report by the date specified on the notice of recall shall be considered as resigned.

ARTICLE X

SICK LEAVE

- A. At the beginning of each school year each teacher shall be credited with eleven (11) days of sick leave, the unused portion of which shall accumulate from year to year, to a maximum of one hundred-twenty (120). The teacher who uses less than four (4) sick leave days in any year shall receive one (1) sick leave day added to their accumulation. The sick leave days may be taken by a teacher for the following reasons and subject to the following exceptions:
 1. Personal Illness or Disability - The teacher may use all or any portion of his sick leave to recover from his own illness or disability.
 2. Death in the immediate family - The teacher may take a maximum of four (4) sick days per death at the time of death. Immediate family shall be interpreted as mother, father, wife, grandparents, child, sister, and brother of teacher and/or his spouse, or any other member of the family unit living in the same household no matter what degree of relationship.

3. Other Deaths - The teacher may take one (1) sick leave day per death to attend the funeral of any personal friend or distant relative.
 4. Medical or Nursing Care - The teacher may take one (1) sick leave day to make arrangements for medical or nursing care for a member of his immediate family.
 5. Emergency Leave - Teachers may use up to ten (10) of his or her sick leave days for emergency leave. This number may be increased at the discretion of the building principal. Emergency leave may be used for accidents or major illness in the teacher's immediate family.
- B. The board shall furnish each teacher with a written statement at the beginning of each school year setting forth the total of sick leave days credit.
- C. A teacher who is unable to teach because of personal illness or disability and has exhausted all sick leave available shall be granted a leave of absence without pay for the duration of such illness or disability, up to one (1) year, upon written request by the teacher. The Board reserves the right to request a second doctor's opinion at Board expense.
- D. Any teacher may contribute from his/her accumulated sick days up to two (2) days per year to a teacher who has exhausted all his/her accumulated sick days. The total number of days contributed shall not exceed the number of days needed to go to LTD. The bank will exist only for the individual employee's duration of illness and there shall be no accumulated sick day bank. The association officers shall determine the need and post a list for teachers to contribute sick days. The association will then forward the list to the Administration for proper distribution of the sick days.
- E. A teacher absent from work with mumps, scarlet fever, measles, scabies, lice, or chickenpox shall suffer no diminution of compensation and shall not be charged with sick leave for a period not to exceed three (3) weeks, provided said teacher incurs said disease within the incubation period of the occurrence of a like disease incurred by a student within the realm of said teacher's responsibility. The diagnosis of the disease may be requested by the board by a doctor of medicine or osteopathy.

ARTICLE XI

PERSONAL BUSINESS LEAVE

- A. Personal business leave days not to exceed two (2) days in any one (1) contractual year shall be granted upon written application when it is not possible to arrange such business for non-duty hours. Requests for such leave must be made with the administration as far in advance as possible and at least twenty-four (24) hours in advance. In emergency cases the teacher will notify his principal as soon as possible and shall have the leave granted.
- B. Any time less than 1/2 day will count as 1/2 day personal business leave. Any time between 1/2 and a full day will count as one personal business leave. Personal business leave is nonaccumulative. A personal business leave day shall not be granted for the day preceding or the day following holidays or vacations and the first and last day of the school year, except in cases of emergency.

- C. Each year, one (1) unused personal business day shall accrue and be added to that teacher's sick leave total at the beginning of the next school year.

ARTICLE XII

LEAVES OF ABSENCE

- A. The Board of Education will comply with the Family and Medical Leave Act (FMLA). It is understood that the FMLA will not reduce or alter any provision within this bargaining agreement. Leaves of absence without pay may be granted by the Board upon written request and application for the following:
 - 1. A teacher may be granted a leave of absence up to one year without pay for educational improvement. Applications will be made directly to the Superintendent.
 - 2. A parental leave of absence shall be granted for the purpose of child bearing or child illness at the teacher's request for up to two (2) years. The leave may commence immediately upon written request. The initial leave period request shall indicate the expected date of the start of the leave and shall state the anticipated date of return. As nearly as possible the return date of the leave should conform to the beginning or ending of a semester. Upon written request the teachers initial leave request shall be extended up to two years from the date of the commencement of the leave. A teacher requesting an extension must indicate the culmination date of said leave and this date will coincide with the semester break. A member of the bargaining unit adopting a child shall receive parental leave under the same terms and conditions as provided herein.
 - 3. A leave of absence may be granted upon request for any teacher to campaign for and/or serve in a public office. The leave shall be for the duration of the campaign and for the duration of the office, if elected.
 - 4. A leave of absence may be granted to any teacher whose election to a state association position necessitated such a leave. The leave shall be granted for the duration of the term of office.
 - 5. A leave of absence may be granted for any other special consideration. The purpose and length of time shall be specified in the written request.
- B. Leaves of absence with pay not chargeable against the teacher's sick leave shall be granted for court appearances of a witness in any case connected with the teacher's employment or the school.
- C. Leaves of absence, with pay upon written request may be granted for the following professional purposes:

1. Visitation to view other instructional techniques or programs, conferences, workshops, seminars conducted by colleges and universities, or other recognized educational conferences, but excluding those related to labor relations.
 2. The teacher shall file with the administration a report on the activities of the conference or meeting with recommendations, if any, for use by the teacher and by the Board.
 3. Expenses may be allowed for attending professional meetings and conferences.
 4. Requests for permission to attend professional activities shall be approved by the Superintendent or his designee. In case that the request is not approved, the Superintendent or his designee will submit to the applicant written reasons for the denial.
- D. The Association shall be granted seven (7) days to be distributed among its members for the purpose of attending Association conferences.
- E. Any teacher called for jury duty during the school hours or who is subpoenaed to testify during school hours in any judicial or administrative matter, except when the teacher is a litigant against the school, or who shall be asked to testify in any Pewamo-Westphalia arbitration or Pewamo-Westphalia fact finding case shall be paid his/her full salary without loss of sick leave or business days for such time spent on jury or giving testimony. Any monies paid by the court for jury duty shall be turned over to the Employer.
- F. A professional courtesy, not to exceed one hour a day per teacher, may be exchanged between teachers, providing that no money changes hands, and providing that normal school routine is not disrupted by said courtesy, which includes such things as "covering" a class, extra curricular activities, duties and coaching. The principal will be informed 24 hours in advance of the courtesy, and will be provided with the name of the teacher covering the aforementioned activities.
- G. If a teacher uses up his/her sick leave, that teacher will be granted an unpaid leave of absence for illness, disability or death in the immediate family, other deaths, medical or nursing care, an emergency leave, as covered by Article X of this contract.
- H. A teacher beginning a leave after September 1, 1983 shall not accumulate more than two years seniority while on leave. The association will protect and save harmless the Board of Education from any and all claims, demands, suits and other forms of liability or costs by reason of actions taken by the Board in compliance with this paragraph.

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 has been established by specialized authority that a student requires the assistance of special counselors, social workers, law enforcement personnel, physicians or other persons, the Administration will take steps to assist in resolution of the teacher's responsibilities with such pupil (s).
- B. Any case of assault upon a teacher which had its inception in a school situation shall be promptly reported in writing to the Board or its designated representative. The Board will provide legal counsel, upon request, to advise the teacher of his/her rights and obligations with regards to such assault, and shall render all reasonable assistance.
- C. If any teacher is complained against or sued by reason of disciplinary actions taken by the teacher against a student, the Board will provide legal counsel and render assistance to the teacher in his defense, provided there is no gross negligence on the part of the teacher as defined by the courts.
- D. Time lost by a teacher in connection with any incident mentioned in this article shall not be charged against the teacher's pay unless he/she is adjudged (guilty by a court of competent jurisdiction).
- E. If a teacher is injured while in the line of duty, all medical, surgical, or hospital care will be furnished by the Board in accordance with the provisions of the Workers' Compensation Law.
- F. Complaints by a parent of a student directed toward a teacher shall be called to the teacher's attention if considered serious enough, to the appropriate administrator, to be written into the teacher's file or used as a basis for reprimanding the teacher.
- G. Teachers are required to exercise care with respect to safety of pupils and property, but shall not be individually liable, except in the case of gross negligence of duty, for any damages or loss to person or property.
- H. A teacher shall, upon request, be entitled to have present a representative of the Association when he is being reprimanded, warned or disciplined for any infraction of discipline or delinquency in professional performance. When a request for such representation is made, no action shall be taken with respect to the teacher until such representative of the Association is present.
- I. Each teacher shall be assigned only one (1) supervisor.
- J. Any complaint directed toward a teacher from which a disciplinary action or reprimand may result, shall be promptly called to the teacher's attention by the Administration. Teachers are entitled to know the identity or source and the details of all such complaints.

- K. No teacher is required to meet with a parent for a conference during any regularly scheduled class. An administrator must be present upon request of said teacher.

ARTICLE XIV

GRIEVANCE PROCEDURE

- A. A grievance shall be defined as an alleged violation of the expressed written terms of this Agreement.
- B. The term "days" as used herein shall mean days in which school is in session, except at the end of the school year when days shall refer to week days.
- C. Step 1 - A grievant shall within five (5) days of its alleged occurrence orally discuss the problem with the principal. If no resolution is obtained within three (3) days of the discussion, the grievant shall reduce the grievance to writing and proceed within three (3) days to Step 2.

Step 2 - A copy of the written grievance shall be filed with the Superintendent. Within five (5) days of receipt of the grievance, the Superintendent shall arrange a meeting with the grievant to discuss the grievance. Within five (5) days of the discussion the Superintendent shall render his decision in writing. If no decision is rendered within five (5) days of the discussion, or the decision is unsatisfactory to the grievant, the grievant shall within five (5) days appeal same to the Board of Education.

Step 3 - Upon written application the Board shall allow the teacher an opportunity to be heard. Within one month from the hearing of the grievance, the Board shall render its decision in writing.

Step 4 - 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 refer the matter for arbitration to the American Arbitration Association, 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 in accordance with the rules of the American Arbitration Association, except each party shall have the right to peremptorily strike not more than three from the list of arbitrators.
2. Neither party may raise a new defense or ground in arbitration not previously raised or disclosed in Step 3.
3. The decision of the arbitrator shall be final and conclusive and binding upon the Board and the Association.

4. The arbitrator shall have no power to alter, modify, add to or subtract from the provisions of this Agreement. His authority shall be limited to deciding whether a specific article and section of this Agreement has been violated and shall be subject in all cases to the rights, responsibilities, and authority of the parties under the Michigan General School laws or any other national, state, county, district, or local Laws. The arbitrator shall not usurp the function of the Board of Education and/or the Pewamo-Westphalia Education Association or the proper exercise of their judgment and discretion under law and this Agreement.
 5. The arbitrator shall have no power to:
 - a) Add to, subtract from, disregard, alter or modify any of the terms of this Agreement.
 - b) Rule on the termination of services or failure to re-employ any probationary teacher.
 - c) Decide any question which, under this Agreement is within the responsibility of the management to decide.
 - d) Change any policy of the Board which does not conflict with the terms of the Agreement.
 - e) If an arbitrator rules a grievance is not arbitrable under the terms of this agreement, it shall be referred back to the parties without decision or recommendation on its merits.
- D. The fees and expenses of the arbitrator shall be paid by the losing party.
- E. Should a teacher fail to institute a grievance within the time limits specified, the grievance will not be processed. The parties may mutually agree to extend the time limits at any step of the grievance procedure.
- F. Any grievance filed by the Association shall be posted in each building on the Association bulletin board.
- E. By mutual consent the Association and the Board may decide that a grievance can go through expedited arbitration as defined by the American Arbitration Association.

ARTICLE XV

ACADEMIC FREEDOM

- A. The parties seek to educate young people in the democratic tradition, to foster a recognition of individual freedom and social responsibility, to inspire meaningful awareness of and respect for the Constitution and the Bill of Rights, and to instill appreciation of the values of

individual personality. 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 students is encouraged, except that:

1. The teacher must be acting within accepted and/or adopted curriculum and courses of study.
 2. The teacher must submit an outline and/or request to his building principal or immediate supervisor prior to using materials or resource speaker in any "controversial" areas. The teacher must have approval from the building principal or immediate supervisor prior to the implementation of such instructional materials or speaker.
 3. The teacher must exercise responsibility and prudence, and must realize that teaching in elementary or secondary school places special responsibility upon the teacher to carefully consider the maturity level of the student and the special circumstances that surround the teacher/learning relationship.
 4. If a controversial issue is presented, it shall be the responsibility of the teacher to have both sides presented.
- B. To protect the Board, the Association agrees to indemnify and save harmless the Board against any and all claims, suits, damages, or costs, for actions involving this provision.

ARTICLE XVI

BUILDING & DISTRICT SCHOOL IMPROVEMENT COMMITTEES

- A. There is established District and building School improvement Committees composed of community members, students, teachers and ancillary staff.
- B. The School Improvement Committees shall meet regularly to discuss and study curriculum development and revision, student discipline, special student problems, or any other issues related to the education of students. The first meeting will be called by the Association or administration at a mutually acceptable date, but prior to October 31 of the school year.
- C. The parties agree that the District and Building School Improvement Committee shall serve in an advisory capacity only.

ARTICLE XVII

NEGOTIATION PROCEDURES

- A. This agreement incorporates the entire understanding of the parties on all issues which were or could have been the subject of negotiation. During the term of this Agreement neither party will be required to negotiate with respect to any such matter, whether or not within the knowledge or contemplation of either party, or both of the parties at the time they negotiated or signed this Agreement.

- B. Not earlier than April 1st, nor later than June 1st, of the calendar year in which this Agreement expires, the Association and the Board agree to begin negotiations of a successor Agreement.

ARTICLE XVIII

MISCELLANEOUS PROVISIONS

- A. Teachers are required to report unavailability for work before 7:00 AM on the teacher's work day, except in cases of emergency.
- B. Twenty-two dollars (\$22.00) shall be paid to teachers teaching a class for one class period during their conference hour, except when the teacher has an extra free period due to class not meeting. Teaching an extra class will be on a voluntary basis. If no teacher accepts a substitute request, the teacher with the least seniority may be assigned to teach the extra class. No teachers are to be used as relief or substitute teachers as part of their regular responsibilities unless the teacher agrees in writing with such an assignment.

ARTICLE XIX

COMPENSATION

- A. The board shall establish a fund of \$200.00 from which teachers may be reimbursed on a first come, first serve basis for books used for graduate courses. These books shall become the property of the school district and be added to the professional library upon termination of the course and may be used by other staff members who may need the books for similar courses or research.
- B. Teachers with outside experience may be credited with up to ten (10) years in the salary schedule. This shall include any present teacher that is granted a Graduate Teaching Assistantship by a higher education institution to teach at the university level in completion of an advanced degree in his/her present teaching assignment.
- C. Teachers voluntarily going without a conference period will receive 1/7 of that teacher's base salary.
- D. Teachers will be entitled to 90% of IRS rate per mile reimbursement when driving their own vehicle in execution of their teaching duties. This does not include driving to or from home to school. Such driving and reimbursement shall be approved by the superintendent or his authorized agent, and proper verification shall be submitted to the administrative office.

- E. Teachers shall be paid according to current base bus driver's rate when driving a school bus for a school related activity. Coaches driving in their related sport will be paid driving time only.
- F. Teachers will be credited with one year of experience on the pay schedule for each year employed by the district. Teachers employed ½ time or more, but less than full time will earn one year of credit on the pay schedule beginning 1996-97 school year
- G. Teachers who are under contract less than full-time will be granted insurance benefits, sick days and business days prorated as to the terms of their employment. Any exceptions will be made by mutual agreement between the teacher and the board.
- H. Teachers hired before September 1, 1999, who notify the district in writing by April 1st of the year of their retirement will be paid a terminal leave payment, representing a percentage of his/her salary during the teacher's last year of service to the district as follows: 5% for 10 years of service, 10% for 20 years of service, 15% for 25 years of service, and 20% for 30 years of service. Payment will be made by October 15th of the year of retirement.
- I. Teachers will be paid no later than 30 days following the end of the school year for any sick days accumulated above 120 at the rate of \$25.00/sick day. After ten years of service to the Pewamo-Westphalia School system teachers will be compensated at the rate of \$25.00 for each accumulated unused sick day upon termination of their services.
- J. The Board may reimburse teachers for any loss, damage, or destruction of clothing or personal property, excluding money, not covered by the teacher's personal insurance, while on assigned duty, the loss not being the fault of the teacher. The Board's responsibility shall not exceed two hundred fifty dollars (\$250) to any individual for any one (1) incident.
- K. Teachers shall not receive compensatory time.

ARTICLE XX

SEVERABILITY

If any provisions of the Agreement or any application of the Agreement to any employee shall be found contrary to law, than such provision or application shall be deemed null and void, but all other provisions or applications shall continue in full force and effect; furthermore, the provisions of such law shall supersede, to the extent of the conflict, the provisions of this Agreement and govern the relation of the parties hereunder.

ARTICLE XXI

WAIVER

The parties acknowledge that during the negotiations which resulted in this Agreement each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the District and the Association, for the life of this Agreement each voluntarily and unqualifiedly waives the right and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

ARTICLE XXII

NO STRIKE

The Association and Board recognize that strikes and other forms of work stoppages by teachers are contrary to law and public policy. The Association and the Board subscribe to the principle that differences shall be resolved by peaceful and appropriate means without interruption of the school program. The Association, nor its officers, shall not authorize, instigate, cause, aid, encourage, ratify or condone, a slowdown or stoppage of work, in the school system during the life of this Agreement.

ARTICLE XXIII

FRINGE BENEFITS

- A. For the 2011-2012 school year, the Board shall contribute an amount for health care and insurance premiums that is not to exceed 90% of the total costs to the district. For the 2012-2012 school year, the Board shall contribute an amount for health care and insurance premiums that is not to exceed 80% of the total costs to the district.
- B. The Board will make payment of insurance premiums for each teacher to assure coverage for the full twelve month period commencing August 1, and ending July 31, for all teachers who complete their contractual obligations.
- C. All teachers not electing health care protection shall receive three hundred and eighty dollars (\$380) per month.
- D. The Board shall pay the premium of a Long Term Disability benefit at sixth-six and two-thirds percent (66 2/3%) of salary. Benefits will commence ninety (90) calendar days after disability occurs and will continue as long as the teacher meets the criteria of the MESSA Insurance rider with costs to follow Article XXIII, Letter A, of this Agreement.

- E. Additional programs, if authorized by the Board, will be available at the teacher's expense through payroll deductions.
- F. The Board will pay a percentage of the premium for health insurance MESSA Choices II or an agreed upon comparable plan as directed in accordance with Article XXIII, Letter A, of this Agreement.
- G. The Board will pay a percentage of the premium for dental insurance plan 501 from SET Inc. or an agreed upon comparable plan as directed in accordance with Article XXIII, Letter A, of this Agreement.
- H. The Board will pay a percentage of the premium for vision insurance MESSA VSP 3 or an agreed upon comparable plan as directed in accordance with Article XXIII, Letter A, of this Agreement.
- I. Both the Association and the designees of the Board (administrative staff) agree to establish a committee on or before February 1, 2012, to investigate other insurance carrier options.

ARTICLE XXIV

2010-2013 SALARY SCHEDULE

STEP	BA	MA	MA + 30
1	\$35,141	\$38,708	\$40,600
2	\$36,019	\$39,676	\$41,615
3	\$36,920	\$40,668	\$42,655
4	\$37,843	\$41,684	\$43,721
5	\$38,789	\$42,726	\$44,814
6	\$39,758	\$43,795	\$45,935
7	\$40,752	\$44,890	\$47,083
8	\$43,052	\$47,421	\$49,738
9	\$44,983	\$49,551	\$51,972
10	\$47,268	\$52,066	\$54,612
11	\$50,080	\$55,164	\$57,858
12-13	\$52,714	\$58,067	\$60,905
Long 1 (14)	\$54,472	\$60,003	\$62,935
Long 2 (16)	\$55,352	\$60,970	\$63,949
Long 3 (21)	\$56,230	\$61,939	\$64,964
Long 4 (26)	\$57,109	\$62,907	\$65,979

Any request for a reclassification of a teacher's salary (ie: BA to MA, MA to MA + 30) must be submitted in writing to the Central Office by submitting a *Request for Teacher Salary Classification* form, along with copies of transcripts and other applicable documentation. The new salary classification will become effective at the beginning of the next school year or at the beginning of the next semester, whichever is sooner.

ARTICLE XXV

EXTRA CURRICULAR SALARY SCHEDULE

	YRS EXP	2007-08	2008-09	2009-10
	1	3,811	3,887	3,946
Group 1: Head Varsity Football, Varsity Basketball (boys & girls), Band, Varsity Volleyball and Head Track	2-3	4,233	4,318	4,382
	4-7	4,703	4,797	4,869
	8-9	5,214	5,318	5,398
	10+	5,787	5,903	5,991
	1	2,335	2,382	2,417
Group 2: (2) Assistant Football, JV Basketball (boys & girls), Varsity Baseball, Varsity Softball, JV Volleyball, Varsity Cheerleading and JV Football	2-3	2,586	2,638	2,677
	4-7	2,872	2,929	2,973
	8-9	3,183	3,247	3,295
	10+	3,534	3,605	3,659
	1	1,471	1,500	1,523
Group 3: Golf, JV Baseball, JV Softball, Freshman Basketball (boys & girls), High School Play, Quiz Bowl, Cross Country, Freshman Football	2-3	1,531	1,562	1,585
	4-7	1,701	1,735	1,761
	8-9	1,889	1,927	1,956
	10+	2,097	2,139	2,171
	1	1,070	1,091	1,108
Group 4: Yearbook, 7th and 8th Basketball (boys & girls), Sr. High Student Council, JV Cheerleading, FFA and Elementary Basketball (boys & girls), National Honor Society Advisor	2-3	1,188	1,212	1,230
	4-7	1,318	1,344	1,365
	8-9	1,463	1,492	1,515
	10+	1,624	1,656	1,681
	1	761	776	788
Group 5: Jr. Class Advisor(s), Sr. Class Advisor(s), Jr. High Student Council, (3) Asst. Track and Asst. Play Director	2-3	844	861	874
	4-7	939	958	972
	8-9	1,043	1,064	1,080
	10+	1,158	1,181	1,199
	1	570	581	590
Group 6: Freshman Cheerleading, Sophomore Class Advisor, Freshman Class Advisor and JH/HS Dept. Chairs	2-3	633	646	655
	4-7	707	721	732
	8-9	886	904	917
	10+	983	1,003	1,018
	1	351	358	363
Group 7: SADD Advisor, Science Olympiad Advisor, MCTM/Math Counts Advisor, Jr. High Cheerleading, Elementary Student Council and Musical Accompanist	2-3	430	439	445
	4-7	502	512	520
	8-9	573	584	593
	10+	636	649	658
	1	315	321	326
Group 8: Teacher Mentors, Elem. Music Director and each NCA Steering Committee/School Improvement Member (max of 8 members)	2-3	368	375	381
	4-7	420	428	435
	8-9	473	482	490
	10+	525	536	544
	Athletic Director, Lunch Duty, Friday Session, Pre-School Screening, Summer School		21.85	22.29
FFA Summer Program (FFA summer hours to be negotiated annually with total payments not to exceed amount listed.		6,635	6,768	6,869

All positions on the schedule are non-tenure and may be dropped by the Board of Education due to financial conditions. The board may grant up to 4 years of credit on the extracurricular salary schedule for coaches or advisors with 10 or more years of service at a lower level or at another school district in the same sport.

**ARTICLE XXVI
2010-2011 CALENDAR**

			<u>Days in Marking Period</u>	<u>Student Days</u>	<u>Teacher Days</u>
August	31	Teacher Professional Development Day			1
September	1	Teacher Professional Development Day			
	2	No School - Labor Day Weekend			
	3	No School - Labor Day Weekend			
	6	No School - Labor Day			
	7	First Student Day		18	19
October	19	Students 1/2 Day - Teacher Prof. Dev. in PM		21	21
November	3	End of First Marking Period	42		
	11	Students Full Day - Par.Teach. Conf. - Evening			
	12	Students 1/2 Day A.M. - Par.Teach. Conf. (Afternoon)			
	15	No School			
	25	Thanksgiving Day			
	26	Thanksgiving Day Break		19	19
December	17	Christmas Break Begins After School		13	13
January	3	School Resumes			
	19	Students 1/2 Day			
	20	Students 1/2 Day			
	21	Students 1/2 Day - End of Second Marking Period	44	21	21
February	18	Midwinter Break - No School			
	21	Midwinter Break - No School		18	18
March	16	Students 1/2 Day - Teacher Prof. Dev. in PM			
	30	End of Third Marking Period	46	23	23
April	4	Spring Break Begins			
	11	School Resumes			
	22	Good Friday - No School		15	15
May	30	Memorial Day		21	21
June	8	1/2 Day Exams		8	8
	9	1/2 Day Exams			
	10	1/2 Day Exams - Students Last Day	45		
Total Days			<u>177</u>	<u>177</u>	<u>179</u>

Whole Days – 168

Half Days – 9

2011-2012 CALENDAR

			Days In Marking Period	Student Days	Teacher Days
August	30	Teacher PD Day			
August	31	Teacher PD Day	0	0	2
September	1-5	Labor Day Weekend-No School		19	19
October	12	Students 1/2 Day, PD in Afternoon		21	21
November	4	End of 1st Marking Period	44		
November	10	Full Day Students-PT Conf Evening			
November	11	Students 1/2 Day, PT Conf afternoon			
November	15	No School			
November	24	Thanksgiving Break-No School			
November	25	Thanksgiving Break-No School		19	19
December	16	Christmas Break begins after school		12	12
January	3	School Resumes			
January	25	Students 1/2 Day-Exams			
January	26	Students 1/2 Day-Exams			
January	27	Students 1/2 Day-Exams/ End of 2nd MP	46	21	21
February	17	Midwinter Break-No School			
February	20	Midwinter Break-No School		19	19
March	15	Students 1/2 Day, PD in Afternoon			
March	30	End of 3rd Marking Period	43	22	22
April	2	Spring Break Begins after school			
April	9	School Resumes		16	16
May	28	Memorial Day - No School		22	22
June	6	Students 1/2 Day-Exams			
June	7	Students 1/2 Day-Exams			
June	8	Students 1/2 Day-Exams/Last Day	44	6	6
TOTAL DAYS			<u>177</u>	<u>177</u>	<u>179</u>

Whole Days – 168

Half Days – 9

2012-2013 Calendar

The calendar for the 2012-2013 school year will be developed collaboratively between the Board or its designees and the Association in compliance with any changes in legislation by March 15, 2012.

ARTICLE XXVII DURATION

All articles of this Agreement shall be effective upon ratification and will expire June 30, 2013.

Pewamo-Westphalia Community
Schools

Pewamo-Westphalia Education
Association

Kathy Wood
President

Chris Wells
President

Kim Thelen
Secretary

Richelle Deo
Secretary

APPENDIX I DELETED LANGUAGE

This appendix contains language that was previously included in earlier Master Contract Agreements between the Pewamo-Westphalia Education Association and the Pewamo-Westphalia Community Schools Board of Education. It was deleted in the summer of 2011 to maintain compliance with legislative changes (Public Employment Relations Act, Teachers Tenure Act, and Revised School Code). If these laws are amended so that the deleted language no longer involves prohibitive subjects of bargaining, both the PWEA and the Board agree to commence negotiations within a timely manner for the purpose of engaging in collective bargaining over the impacted language.

ARTICLE V TEACHING HOURS

- ~~J. It is the Board's intent that no secondary classroom teacher shall be expected to have more than one subject area level in a class at one time without the consent of the teacher unless scheduling does not permit otherwise.~~

ARTICLE VI TEACHING CONDITIONS

- ~~J. It is the goal of the Board that no elementary teacher will teach a split class more than three consecutive years. Teachers requesting relief from a split, shall make their wishes known to administrators in charge in writing. Teacher transfers to fulfill this section will be made with the mutual consent of the teachers involved.~~

ARTICLE VII PROFESSIONAL QUALIFICATIONS AND ASSIGNMENTS

- ~~A.2. "Qualifications" or "qualified" shall mean that the teacher:~~
- ~~a. possesses a major or minor appropriate with his/her assignment; and~~
 - ~~b. meets all applicable standards for a "highly qualified" teacher under the No Child Left Behind Act, including the NCLB Final Regulations, 34 CFR 200.55-200.56, and the Michigan Definition for Identifying Highly Qualified teachers, as approved by the State Board of Education.~~

- ~~A.3. If a teacher who is required to meet the NCLB "highly qualified" standards (as outlined above) by the end of the 2005-2006 school year does not meet those standards, he/she shall be assigned to any vacancy then existing for which he/she is certified and qualified. Any such vacancy shall not be required to be posted under Article VII of this Agreement.~~

~~If the teacher cannot be assigned to an existing vacancy for which he/she is certified and qualified, he/she will be placed on layoff status, under the provisions of Article IX of the Agreement, unless the teacher is certified and qualified to displace another less senior member of the bargaining unit. In the latter event, the more senior teacher shall displace the least senior bargaining unit member holding an assignment for which the more senior teacher is certified and qualified. The teacher ultimately displaced shall be laid off and shall have recall rights to the extent provided in Article IX/Reduction in Staff.~~

~~B. After the meeting is held, the teacher involved will be notified and shall have the opportunity to decline the reassignment and transfer to an assignment (partial or full) within the next ten (10) days unless he/she is the only certified and qualified teacher available or has the shortest period of service of those certified and qualified for the assignment in Pewamo Westphalia Schools.~~

~~ARTICLE VIII VACANCIES AND TRANSFERS~~

~~A. In filling a vacancy within the bargaining unit, the Board agrees to give full and due weight to the background and attainments of all applicants, the length of time each has been in any school system, and other relevant factors.~~

~~C. Unrequested transfers of teachers are to be minimized and avoided whenever possible.~~

~~ARTICLE IX REDUCTION IN STAFF~~

~~B. Staff Reductions~~

~~In order to promote an orderly reduction in personnel when the educational program and curriculum is curtailed, the following procedure will be used:~~

- ~~1. Probationary teachers will be laid off first when any teacher who has acquired any seniority and whose position has been reduced or eliminated is certified and qualified to perform the services of the probationary teacher.~~
- ~~2. If teachers must be laid off, layoff will be on the basis of the seniority list as established in Section A. The order of reduction shall be governed by seniority, that is, the teachers with the least service with the District shall be laid off first in accordance with the seniority list; however, a more senior teacher may be laid off while a less senior teacher is retained if the more senior teacher is not certified and qualified for the position held by the less senior teacher.~~
- ~~3. No teacher shall be laid off without sixty (60) days notice. Sixty (60) days notice shall not apply to layoffs created by the bumping process outlined in this article.~~

~~During a period of impending layoffs, the Board agrees to grant all requests for voluntary leaves of absence to bargaining unit members who make such requests provided that said leave prevents a layoff.~~

~~C. Recalls~~

- ~~1. Teachers shall be recalled to employment in inverse order of layoff for position openings as determined by the program offered by the Board, for which they are certified and qualified. The District shall have no obligation to post a vacant position which will be filled by a recall of a teacher on layoff.~~

~~ARTICLE XII
LEAVES OF ABSENCE~~

- ~~A.2. A teacher returning from parental leave shall be returned to the same or substantially equivalent position.~~

~~ARTICLE XIII
TEACHER EVALUATION~~

~~General Provisions~~

- ~~A. The evaluation of the work of all teachers is a responsibility of the building principal. The building principal may designate an assistant principal or the Special Education or Vocational Education Coordinator, provided the coordinator so designated has knowledge of the teacher's subject area. The teacher will be notified by October 1 of the administrator who will be performing the evaluation.~~
- ~~B. Each observation shall be made in person with full knowledge of the teacher being observed. No complaint against a bargaining unit member by any person, including parents or students, will be used in the evaluation unless the member has been previously notified of the complaint. Complaints made prior to the teacher's last evaluation may not be used in the current evaluation unless they were noted in the previous evaluations.~~
- ~~C. Any disciplinary action not related to classroom performance, which is documented in the teacher's personnel file, shall not be used on an evaluation unless the offense has been determined by a court of law to be a felony.~~
- ~~D. All evaluations made by the building principal or his/her designee shall be recorded and placed in the teacher's personnel file. Teachers may challenge the designation of any evaluator other than the building principal. When so challenged, another evaluator will be provided for the teacher.~~
- ~~E. A teacher shall have the right to read all evaluations conducted by his/her supervisor before the evaluation is placed in his/her personnel file. After reading the evaluation and discussing it with his/her building principal or his/her designee, the teacher shall sign the evaluation and receive a copy. If the teacher disagrees with the evaluation, the teacher shall have an opportunity to submit a letter of rebuttal, which shall be permanently attached to the evaluation. If the teacher decides to attach such a letter, it must be given to the building principal within two (2) weeks of the above mentioned discussion.~~
- ~~F. The parties agree that neither parents, students, other district employees, nor test scores of any kind will be used to evaluate teachers. Evaluation reports shall bear the signature of~~

~~both the building principal or his/her designee and the teacher. The signature of the teacher does not necessarily indicate agreement; only knowledge that the report will be included in his/her personnel file.~~

- ~~G. The performance of any teacher may be observed by other professionals. If a written report of the observation is prepared, the teacher will be provided a copy of the report and the opportunity to attach a comment to same. Non-professionals may observe the performance of a teacher with the knowledge and consent of the building principal and the teacher.~~
- ~~H. The building principal or his/her designee will document any comments concerning aspects of the teacher's performance that were not directly observed by the writer of the evaluation.~~
- ~~I. The parties agree to prepare a successor to the evaluation form that is currently affixed to the Master Agreement within one (1) calendar after the ratification of this Agreement. When such instrument is prepared and mutually agreed to by the parties, it shall be the only evaluation form used for teacher evaluation for the duration of the Agreement.~~
- ~~J. Any days the teacher and/or administrator was absent due to illness or legal obligations are not to be counted as non-compliance of the time line.~~
- ~~K. Each teacher, upon request, shall have the right to review the contents of his/her own personnel file maintained by the school system. The review will be made in the presence of the Administrator responsible for the safekeeping of the file. Privileged information such as confidential credentials, letters or references from colleges and universities, individuals or previous employers are specifically exempt from such review.~~
- ~~L. If discharge of a teacher (including denial of tenure) is to be considered because of inadequacies observed in the teacher's professional work with students, such action must minimally be preceded by:
 - ~~1. Repeated observation of the inadequacies by the building administrator through the observation process described.~~
 - ~~2. Clear direction that the teacher must improve and the consequences of failure to do so.~~
 - ~~3. Opportunity for the teacher to make improvements.~~
 - ~~4. Assistance from administrators and school district resources to help the teacher improve.~~~~
- ~~M. If the teacher has received a less than satisfactory performance evaluation, the building principal or his/her designee shall, in consultation with the teacher, develop an Individualized Development Plan (IDP). Additional observations may be made at the discretion of the evaluator. This in no way limits the Board from evaluating any teacher any number of times during a year.~~

~~N. An important purpose of the evaluation procedure is to provide constructive assistance to teachers.~~

Probationary Teachers

- ~~A. Probationary teachers shall be evaluated at least once every year by the building principal or his/her designee. The evaluation must be based on at least two (2) observations at least sixty (60) days apart.~~
- ~~B. A teacher coach shall be assigned to every probationary teacher upon entrance of the teacher into the system. The "teaching coach" insofar as possible shall be a tenured teacher with a minimum of five (5) years teaching experience and shall be engaged in teaching in the same grade, building, or district as the probationary teacher. It shall be the duty of the teaching coach to assist and counsel the probationary teacher in acclimating to the teaching profession and the school system. It shall be the responsibility of the administrator to assist and counsel the probationary teacher in meeting the expectations of the school district.~~
- ~~C. The building principal or his/her designee shall, in consultation with the probationary employee, develop an Individual Development Plan (IDP).~~
- ~~D. No later than March 15 of each probationary year, the final evaluation will be furnished to the Superintendent covering each teacher. A copy shall be furnished to the teacher. If the report contains information not previously known to and discussed with the teacher, the teacher shall have the opportunity to present additional information to the Superintendent, which will then be permanently attached to the evaluation and placed in the files.~~

Tenured Teachers

- ~~A. A tenured teacher shall be evaluated at least once every three (3) years by the building principal or his/her designee.~~
- ~~—— B. The evaluation shall be based on, but is not limited to, at least two (2) observations at least thirty (30) calendar days apart. However, if the building principal or his/her designee notifies the teacher in writing, within three (3) days of the first observation, that the teacher's performance was less than satisfactory, the second observation will take place no sooner than sixty (60) calendar days after the first observation. All observations must be completed by April 25.~~
- ~~—— C. Each observation for tenured teacher evaluation by the building principal or his/her designee shall consist of a minimum of thirty (30) consecutive minutes.~~
- ~~D. Within five (5) school days of the second, or final, observation, and no later than May 1, the building principal or his/her designee shall provide the teacher with a copy of the written evaluation and meet with the teacher to discuss the evaluation.~~

~~E. Any charge concerning the professional competence of a tenured teacher arising out of the evaluation process shall be filed with the Board of Education by April 30.~~

ARTICLE XIV
PROTECTION OF TEACHERS

~~J. No teacher shall be disciplined (including warnings, reprimands, suspensions, reductions in rank, discharges or other actions of a disciplinary nature) without just or reasonable cause and due process. This paragraph does not apply to the non-renewal of probationary teachers.~~