

**MASTER AGREEMENT**

**By and Between**

**The Board of Education of the  
MID PENINSULA SCHOOL DISTRICT**

**Rock, Michigan**

**And The**

**Mid Peninsula Education Association/MEA**

**2009-10**

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## MID PENINSULA EDUCATION ASSOCIATION AGREEMENT 2009-10

This Agreement entered into this 1st day of September, 2009 by and between the Mid Peninsula Education Association, a voluntary, unincorporated association, hereinafter called the "Association", affiliated with the Michigan Education Association, hereinafter called the "MEA", and the Mid Peninsula School District, hereinafter called the "Board". The signatories shall be the sole parties to this Agreement.

### ARTICLE I - RECOGNITION

The Board recognizes the Association as the sole and exclusive bargaining representative for professional personnel; i.e., regular, full and part-time teachers, whether under contract, either verbal or written, on leave, or on a per diem, hourly or class-rate basis, employed or to be employed by the Board. Such representation shall cover all personnel assigned to newly created professional positions unless the positions are principally supervisory and administrative. Such representation shall exclude Superintendent, Principals, Assistant Principals, Athletic Director, and any other person engaged more than 50 percent of the time in the direct administration and supervision of professional personnel. The term 'teacher' when used hereinafter in the Agreement shall refer to all professional employees represented by the Association in the bargaining or negotiating unit as above defined, and references to teachers shall include female and male teachers.

The Board agrees not to negotiate with or recognize any teachers' organization other than the Association for the duration of this Agreement.

**ARTICLE II – WITNESSETH**

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

WHEREAS, the Board has a statutory obligation, pursuant to the Public Employment Relations Act, Act 336 of the Public Acts of 1947 as amended, to bargain with the Association as the representative of its teaching personnel with respect to hours, wages, terms and conditions of employment, and

WHEREAS, the parties have reached certain understanding which they desire to confirm in this Agreement.

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

### **ARTICLE III – CONTINUITY OF OPERATIONS**

Both parties recognize the desirability of continuous and uninterrupted operation of the instructional program during the normal school year and the avoidance of disputes that threaten to interfere with such operations. Since the parties are establishing a comprehensive grievance procedure under which unresolved disputes may be settled by an impartial third party, the parties have removed the basic cause of work interruptions during the period of this Agreement. The Association accordingly agrees that it will not during the period of this Agreement directly or indirectly engage in or assist in any strike as said term is defined by the Public Employment Relations Act.

The Board also agrees that it will not during the period of this Agreement directly or indirectly engage in or assist in any unfair labor practice as defined by Section 10 of the Public Employment Relations Act.

Nothing in this Article shall require the Board to keep school open in the event of severe inclement weather or when otherwise prevented by an act of God. When schools are closed to students due to the above conditions, teachers shall not be required to report to duty, however, teachers will be required to meet the 1098 hours of student instruction or more as required by law at no additional cost to the district.

### **ARTICLE IV – PROFESSIONAL DUES OR FEES & PAYROLL 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 professional dues in the Association which sum shall be the amount of current dues for the current school as established by the Association. Such authorization shall continue in effect from year to year unless revoked in writing between June 1 and September 1 of any year. Pursuant to such authorization the Board shall deduct

the dues in equal installments from each regular salary check through the end of the school year. Any teacher who shall not perform services for an entire month of the school year shall have his dues reduced by one-tenth (1/10) of the yearly dues for each entire month he/she did not work, except where the failure to perform services during any month was the result of the teacher taking leave of absence or sick leave provided for in this contract.

- B. Upon appropriate written authorization from the teacher the Board shall deduct from the salary of any teacher and make appropriate remittance for approved annuities, credit union, insurance, or any other plans or programs jointly approved by the Association and the Board.
- C. This Article will be effective retroactively to the date of the Agreement, and all sums hereunder shall be determined from said date.

#### **ARTICLE V – FINANCIAL RESPONSIBILITY**

- A. Any teacher 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 date of commencement of teaching duties shall as a condition of employment pay as a representation benefit fee to the Association an amount equal to the professional dues of the Association; provided, however, that the teacher may authorize payroll deduction for such fee in the same manner as provided in the preceding Article. In the event that a teacher shall not pay such representation benefit fee directly to the Association or authorize payment through payroll deductions as provided in the preceding Article, the Board may cause the termination of employment of such teacher. The parties expressly recognize that the failure of any teacher to comply with the provisions of this Article is just and reasonable cause for discharge from employment since the establishment of said representation benefit is herewith

deemed to be the sum required to insure that nonmembers pay their proportionate share of the costs of obtaining and administering the benefits to be received hereunder.

- B. The procedure in all cases of discharge for violation of this Article shall be as follows:
1. The Association shall notify the teacher of noncompliance by certified mail, return receipt requested. Said notice shall detail the noncompliance and shall provide ten (10) days for compliance and shall further advise the recipient that a request for discharge may be filed with the Board in the event compliance is not effected.
  2. If the teacher fails to comply, the Association may file charges in writing with the Board and shall request termination of the teacher's employment. A copy of the notice of noncompliance and proof of service shall be attached to said charges.
  3. The Board, only upon receipt of said charges and request for termination, shall conduct a hearing on said charges; and to the extent that said teacher is protected by the provisions of the Michigan Tenure of Teachers Act, all proceedings shall be in accordance with said Act. In the event of compliance at any time prior to discharge, charges may be withdrawn. The Association in the processing of charges agrees not to discriminate between various persons who may have refused to pay the professional dues and/or representation benefit fee.
- C. With respect to all sums deducted by the Board pursuant to authorization of the employee whether for professional dues or representation benefit fee, the Board agrees promptly to disburse said sums upon direction of the Association.
- D. The Association agrees to assume the legal defense of any suit or action brought against the Board regarding this Article of the collective agreement. The Association further agrees to indemnify the Board of any costs or damages which may be assessed against the Board as the result of said suit or action subject, however, to the following conditions:

1. The damages have not resulted from the negligence, misfeasance or malfeasance of the Board or its agents.
  2. The Association, after consideration with the Board, has the right to decide whether to defend any said action or whether or not to appeal the decision of any court or other tribunal regarding the validity of the section or the defense which may be assessed against the Board by any court tribunal.
  3. The Association has the right to choose the legal counsel to defend any said unit or action.
  4. The Association shall have the right to comprise or settle any claim made against the Board under this section.
- E. This Article shall be effective retroactively to the date of the Agreement, and all sums payable hereunder shall be determined from said date.

#### **ARTICLE VI – SCHOOL CALENDAR**

The parties agree that the Board of Education has the sole right and authority to establish the starting date of each school year and that all other aspects of the school calendar are negotiable including length of the school year (within the requirements of the law) and further agree that the school calendar shall be set forth in Appendix A. Any deviation shall be by mutual consent. The school calendar shall be coordinated with the Intermediate School District. Machinery for insuring its mutuality shall be established between the school districts and the associations.

In-service days shall be added to the state's required 1098 hours calendar in order to improve instruction and curriculum. This does not include professional development hours that are already counted by the state.



Religious holidays should be allowed without penalty provided the days are made up or a day of personal or sick leave is taken for practicing Jews.

The term “vacation” should not appear in the calendar; “recess” is preferred.

## **ARTICLE VII – PROFESSIONAL GRIEVANCE PROCEDURE**

- A. A claim by a teacher of the Association that there has been a violation, misinterpretation, or misapplication of any provision of this Agreement of any rule, order, or regulation of the Board may be processed as a grievance as hereinafter provided.

### **INFORMAL LEVEL**

- A. In the event that a teacher believes there is a basis for grievance, he/she shall first discuss the alleged grievance with his building principal either personally or accompanied by his Association representative.

### **STEP I**

- A. If as a result of the informal discussion with the building principal a grievance still exists, the teacher may invoke formal grievance procedure through the Association on the form set forth in annexed Appendix B signed by the grievant and a representative for the Association, which form shall be available from the Association representative in each building. A copy of the grievance form shall be delivered to the principal within 20 days of discovery of the alleged contractual violation. If the grievance involves more than one (1) school building, it may be filed with the Superintendent or a representative designated by him.
- B. Within ten (10) calendar days of receipt of the grievance the principal shall meet with the Association in an effort to resolve the grievance. The principal shall indicate his disposition of the

grievance in writing within ten (10) calendar days of such meeting and shall furnish a copy thereof to the Association.

**STEP II**

A. If the Association is not satisfied with the disposition of the grievance by the Superintendent or his designee or if no disposition has been made within five (5) working days of such meeting [or ten (10) calendar days from the date of filing, whichever shall be later], the grievance shall be transmitted to the Board by filing a written copy thereof with the Secretary or other designee of the Board. The Board, no later than its next regular meeting or within two (2) calendar weeks, whichever shall be later, shall meet with the Association on the grievance. Disposition of the grievance in writing by the Board shall be made no later than seven (7) calendar days thereafter. A copy of such disposition shall be furnished to the Association. Utilization of this step of the grievance procedure shall be optional with the Association. If in the opinion of the Association there would be no useful purpose derived out of the utilization of this step, the Association may bypass said step and proceed to its next level. The Association shall notify the Board of its intention in this regard within the time limits herein specified.

**STEP III**

A. If the Association is not satisfied with the disposition of the grievance by the Board or no disposition has been made within the period provided, the grievance may be submitted to arbitration before an impartial arbitrator. If the parties cannot agree as to the arbitrator within five (5) calendar days from the notification date, the arbitration will be pursued; he/she shall be selected by the American Arbitration Association in accord with its rules which shall likewise govern the arbitration proceeding. The Board and the Association shall not be permitted to assert in such arbitration proceeding any ground or to rely on any evidence not previously disclosed to the other

party. The arbitrator shall have no power to alter, add to, or subtract from the terms of this Agreement. Both parties agree to be bound by the award of the arbitrator and agree that judgment thereon may be entered in any court of competent jurisdiction.

### **MISCELLANEOUS**

- A. The fees and expenses of the arbitrator shall be shared equally by the parties.
- B. If any probationary or tenure teacher for who a grievance is sustained shall be found to have been unjustly discharged or unjustly denied renewal of his contract, he/she shall be reinstated with full reimbursement of all professional compensation lost. If any teacher shall have been found to have been improperly deprived of any professional compensation or advantage, the same or its equivalent in money shall be paid to him.
- C. The time limit provided in this Article shall be strictly observed but may be extended by written agreement of the parties. In the event a grievance is filed after May 15 of any year and strict adherence to the time limits may result in hardship of any party, the Board shall use its best efforts to process such grievance prior to the end of the school term or as soon thereafter as possible.
- D. Notwithstanding the expiration of this Agreement, any claim or grievance arising thereunder may be processed through the grievance procedure until resolution.
- E. If the Board refuses to arbitrate a grievance arising under his Agreement, the arbitrator appointed according to the above grievance procedure shall proceed on an ex-parte basis. If the Association refuses to arbitrate a grievance arising under this Agreement, the arbitration shall be dropped.
- F. For the purpose of assisting a teacher or the Association in the prosecution or defense of any contractual, administrative, or legal proceedings, the Board shall permit a teacher access to and the right to inspect and acquire copies of his personnel file and any other files or records of the Board which pertain to the teacher or any issue in the proceeding in question. A representative of the

Association may accompany and assist the teacher in this regard. Confidential letters of reference secured from sources outside the school system may be excluded from the materials available for the teacher's inspection.

### **ARTICLE VIII – VACANCIES, PROMOTIONS AND TRANSFERS**

- A. The Board recognizes that it is desirable in making assignments to consider the interests and aspirations of its teachers. Requests by a teacher for transfer to a different class, building, or position shall be made in writing, one (1) copy shall be filed with the Superintendent and one (1) copy shall be filed with the Association. The application shall set forth the reasons for transfer, the school, grade or position sought, and the applicants' academic qualifications. Such request shall be reviewed once each year to assure active consideration by the Board.
  - ◆ An involuntary transfer will be made only in case of an emergency or to prevent undue disruption of the instructional program. The Superintendent shall notify the affected teacher of the reasons for such transfer. If the teacher objects to such transfer for the reason given, the dispute may be resolved through the grievance procedure.
- B. A vacancy shall be defined for purposes of this contract as a situation where an employee previously held a vacant position or when a new position covered by this Article is created.
- C. The Association recognizes that when vacancies occur during the school year it may be difficult to fill them from within the District without undue disruption to the existing instructional program. If the Superintendent in his reasonable judgment so determines, such a vacancy may be filled on a temporary or tentative basis until the end of the current semester at which time the position will be considered vacant.

D. The Board declares its support of a policy of filling vacancies, including vacancies in supervisory positions, from within its own teaching staff. Whenever a vacancy arises or is anticipated, the Superintendent shall promptly notify the Association and post notice of same on bulletin board in each school building for no less than two (2) weeks before the position is filled. Vacancies shall be filled on the basis of the experience, competency and qualifications of the applicant, length of service in the district, and other relevant factors as may be determined by the Board. Any new positions, including supervisory positions, shall be posted accompanying job descriptions. An applicant with less service in the District shall not be awarded such position unless his qualifications shall be substantially superior.

- ◆ Whenever vacancies occur during the normal summer months when regular school is not in session, the following procedure, in addition to the procedures heretofore outlined, shall be followed:
  - a) Teachers with specific interests in possible vacancies will notify the Personnel Office or Director of their interest, in writing, during the last regular week of school and shall include their summer address.
  - b) Should a vacancy occur, the teachers who have expressed an interest in said position or a similar position shall be contacted by the Personnel Office or Director and notified of the vacancy.
  - c) The teachers so notified shall have the responsibility of contacting the Personnel Office or Director indicating their interest in said position within three (3) days of receiving such notification.

E. The foregoing shall not be construed in such a way as to prohibit the Board of Education from providing a racially balanced staff in each school building.

- F. Any teacher who shall be transferred to an administrative or executive position and later shall return to teacher status shall be entitled to retain such rights as he/she may have had under this Agreement prior to such transfer. Seniority will be applied as defined in Article XIII, Section F.
- G. Special talents or expertise needed for the implementation of a new program, but not found on the school district staff, should be sought through retraining of existing staff whenever possible.
- H. A teacher who holds a degree when entering the services of the Mid Peninsula Schools will be allowed up to two (2) years service for teaching in other systems providing he/she held a degree during those years. The Association will allow individual teachers to negotiate with the Board for credit beyond two (2) years.
- I. A non-degree teacher who receives a degree while in the service of the Mid Peninsula School District will be allowed one (1) year of service for past experience in this system but none for services in other systems.
- J. A person teaching on a permit, unless he/she holds a degree, will not be allowed any years for past services.

#### **ARTICLE IX – ASSOCIATION RIGHTS**

- A. The Association and its representatives shall have the right to use school buildings at all reasonable hours for meetings provided that when special custodial service is required, the Board may make a reasonable charge therefore. No charge shall be made for use of schoolrooms before commencement of the school day nor until 6 p.m.
- B. Duly authorized representatives of the Association and their 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.

- C. The Association shall be the only teacher organization having the exclusive right to use school facilities and equipment including calculating machines and audio-visual equipment at reasonable times when such equipment is not otherwise in use. (The Association shall pay for the reasonable cost of all materials and supplies incident to such use.)
- D. The Association shall have the exclusive right to post notices of activities and matters of Association concern on teacher bulletin boards, at least one (1) of which shall be provided in each school building. The Association may use the district mail service and teacher mailboxes for communication to teachers.
- E. The Board agrees to furnish to the Association in response to reasonable requests all available information concerning the financial reports and audits, register of certified personnel, tentative budgetary requirements and allocations (including county allocation board budgets, agendas and minutes of all Board meeting), treasurer's reports, census and membership data, names and addresses of all teachers, salaries paid thereto and educational background, and such other information as will assist the Association in developing intelligent, accurate, informed and constructive programs on behalf of teachers and their students, together with information which may be necessary for the Association to process any grievance or complaint.
- F. The Board may consult with the Association on any new or modified fiscal, budgetary or tax programs, construction programs, or major revisions of educational policy which are proposed or under consideration; and the Association may be given opportunity to advise the Board with respect to said matters prior to their adoption and/or general publication.
- G. The rights granted herein to the Association shall not be granted or extended to any competing labor organizations.

H. The Board shall place on the agenda of each regular Board meeting as the first item for consideration under “New Business” any matters brought to its attention by the Association so long as those matters are made known to the Superintendent’s Office five (5) working days prior to said regular meeting.

### **ARTICLE X – INNOVATIVE & EXPERIMENTAL PROGRAMS**

Innovative and experimental programs will be encouraged but such programs will be subject to the guideline as outlined in this Article.

An innovative and experimental program may begin only when all of the following have been satisfied:

1. Discussion of such programs by the staff or department directly affected will be preceded by distribution of available information about the program. If possible, authorities in the area of the experimentation should be consulted for information.
2. Programs that have been put into effect must be evaluated at least once each school year. Such evaluations will be done by teachers involved and the Administration. The evaluation report shall be submitted to the Board to determine if continuance of the program is feasible.

### **ARTICLE XI – PROFESSIONAL QUALIFICATIONS & ASSIGNMENTS**

- A. No new teacher shall be employed by the Board for a regular teaching assignment who does not have a bachelor’s degree from an accredited college or university, a provisional or permanent certificate, and not less than eight (8) weeks of supervised student teaching experience with a certified teacher or teachers in a K-12 school district.
- B. The employment of teachers whose certification is based on Michigan full-year permit is to be permitted only in cases of absolute necessity or where the teacher has outstanding credentials; and



the Board shall indicate the extent to which it has endeavored to fill the position with a fully certified person. No person whose certification is based on the Michigan full-year permit shall be employed in a regular full-time position for more than two (2) consecutive years. The individual contract shall provide for immediate layoff in the event a person with a valid provisional certificate can be employed.

- C. A person with a bachelor's degree who is eligible for the Michigan substitute permit shall be employed only in cases of absolute necessity and where the teacher has outstanding credentials; and the Association shall be notified in each instance; and the Board shall indicate the extent to which it has endeavored to fill the position with a fully certified person. In no event will such a person be employed in a regular full-time position for more than two (2) consecutive years.
- D. Persons with less than a bachelor's degree who are eligible only for the Michigan State special permit shall be employed by the Board on a day-to-day substitute basis and for no more than ninety (90) days per school year.
- E. Teachers shall not be assigned outside the scope of their teaching certificates and their major or minor field of study except temporarily and for good cause, and the Association shall be so notified in each instance and shall be provided with a written statement of reasons for such assignment.
- F. All teachers shall be given written notice of their schedules for the forthcoming year no later than the preceding first day of June if possible. In the event that changes in such schedules are proposed, all teachers affected shall be notified promptly and consulted. In no event will changes in teachers' schedules be made later than the 15<sup>th</sup> day of August preceding the commencement of the school year unless an emergency situation requires same, and the teacher shall be notified in each instance.
- G. Any assignments in addition to the normal teaching schedule during the regular school year including driver education, extra duties enumerated in Appendix C, and summer school courses shall

not be obligatory but shall be with the consent of the teacher. Preference in making such assignments will be given to tenure teachers regularly employed in the district.

## **ARTICLE XII – TEACHER EVALUATION & PROGRESS**

The parties recognize the importance and value of a procedure for assisting and evaluating the progress and success of both newly employed and experienced personnel. Therefore, to this end, the following procedure has been agreed to in an effort to accomplish the goals.

- A. Probationary teachers shall be observed for the purpose of evaluation at least two (2) times during the school year. These observations shall occur at least once each semester. Tenure teachers shall be observed for the purpose of evaluation at least once every other year.
- B. All monitoring or observation of the work of a teacher shall be conducted openly and with full knowledge of the teacher. The use of eavesdropping, closed circuit television, public address audio systems, cameras and similar devices shall be strictly prohibited.
- C. All evaluations shall be reduced to writing and a copy given to the teacher within ten (10) working days of the evaluation. If the teacher disagrees with the evaluation, he/she may submit a written answer which shall be attached to the file copy of the evaluation in question and/or submit any complaints through the grievance procedure.
- D. A teacher will have the right to review the contents of all records of the district pertaining to said teacher originating after original employment and to have a representative of the Association accompany him/her in such review.
- E. No material originating after original employment will be placed in his/her personnel file unless the teacher has had an opportunity to review the material. The teacher may submit a written notation regarding any material, and the same shall be attached to the file copy of the material in question. If

the teacher believes that material to be placed in his/her file is inappropriate or in error, he/she may receive adjustment, provided cause is shown, through the grievance procedure whereupon the material will be corrected or expunged from the file. If the teacher is asked to sign material placed in his/her file, such signature shall be understood to indicate his/her awareness of the material but in no instance shall said signature be interpreted to mean agreement with the content of the material.

- F. Any complaint made against a teacher or person for whom the teacher is administratively responsible by any parent, student, or other person will be promptly called to the attention of the teacher.
- G. If a teacher is to be disciplined or reprimanded by the Board or its agents, he/she shall be entitled to have a representative of the Association present.
- H. Each observation of a teacher shall be for one (1) period or the duration of a particular teaching unit.
- I. Each evaluation of a teacher shall be followed by a personal conference between the teacher and his/her evaluator for purposes of clarifying the written evaluation report.
- J. Failure of the Board to follow any provision of this Agreement or the policies of the Board with respect to the evaluation of teachers shall result in restoring any teacher against whom action has been taken to full teaching status with appropriate compensation for all damages resulting from the Board's (or its agents') wrongful acts, and the record surrounding the event in question shall be destroyed.
- K. If an evaluator finds a teacher lacking, the reasons therefore shall be set forth in specific terms as shall an identification of the specific ways in which the teacher is to improve and of assistance to be given by the administrator and other staff members.
- L. Any disciplinary action taken against a teacher shall be appropriate to the behavior that precipitates said action.

- M. No evaluation shall unduly interfere with the normal teaching-learning process.
- N. On request of either party a pre-evaluation conference shall be held between the evaluator and the teacher so that the evaluator can be apprised of the teacher's objectives, methods, and the materials planned for the teacher-learning situation to be evaluated.
- O. Each teacher upon his/her employment or at the beginning of the school year, whichever is later, shall be apprised of the specific criteria upon which he/she will be evaluated. (See Appendix C.) No criteria shall be used which the Association has not previously approved.
- P. All evaluators shall be fully and properly trained in the technique and criteria to be used in the evaluation process. If systematic analysis is to be utilized, the evaluator shall demonstrate his proficiency at the recommended reliability level.
- Q. No later than April 25<sup>th</sup> of each probationary year the final written evaluation report, including the recommendation as to whether the teacher should be advanced to tenure status, offered additional probationary status, or denied a contract for the ensuing school year, will be furnished by the Administration to the Superintendent covering each probationary teacher. A copy shall be furnished to the teacher. If the report contains any information not previously made known to and discussed with the probationary teacher, the teacher shall have an opportunity to submit additional information to the Superintendent. In the event a teacher is not continued in employment, the Board will advise the teacher of the reason therefore in writing with a copy to the Association and provide a hearing where requested.

**ARTICLE XIII – REDUCTIONS IN PERSONNEL, SENIORITY, & RECALL**

- A. No teacher shall be discharged or laid off pursuant to a necessary reduction in personnel unless there is a substantial decrease in the students enrolled in the school district or there is a substantial decrease in the revenues of the school district.
- B. No later than thirty (30) days following the ratification of this Agreement and a maximum of once each year thereafter a seniority list shall be prepared upon the request of the Association. All teachers shall be ranked on the list in the order of their beginning date of employment.
- C. In the circumstance of more than one (1) individual teacher beginning employment on the same date all individuals so affected will participate in a drawing by lot to determine position on the seniority list. The Association and teachers so affected shall be notified in writing of the date, place, and time of the drawing. The drawing shall be conducted openly and at a time and place which will reasonably allow affected teachers and the Association to be in attendance.
- D. Seniority shall continue to accumulate when teachers are on layoff, military, study, health, or other authorized leave or a period not to exceed two (2) years.
- E. Seniority for regular part-time teachers will be given on the following basis:
  - 1. Teachers employed over fifty percent (50%) contractual teaching time will be given full year seniority.
  - 2. Teachers who are employed for fifty percent (50%) or less contractual teaching time will be given one-half (1/2)-year credit toward seniority.
- F. Administrators will not receive credit towards seniority even though they may be assigned to teaching up to full time. Seniority earned prior to becoming an administrator will be maintained.

G. All seniority is lost when there is both a severance of employment and a break in service; however, seniority is retained if a severance of employment and a break in service is due to layoff. In such cases, teachers so affected shall retain all seniority that has been accrued as of the effective day of layoff.

H. In the event of necessary reductions in personnel as defined above in excess of known vacancies, the following procedures and conditions shall be observed by the Board:

1. Establishment of Staffing Needs

- ◆ The Board shall develop a list of necessary staff positions based upon the proposed educational program for the forthcoming school year. Input from the staff should be sought to help determine the educational program. The list of staff positions shall be published and posted in each building with a copy to the Association. Such list shall be so published and posted prior to any layoff.

2. Staff Placement

- A. Beginning with the first name on the seniority list, each individual will be placed in an assignment matching his current grade, if an elementary teacher, or department, if a secondary teacher, and building, if this is possible based upon staffing needs.
- B. If no vacancy exists in a teacher's grade or department in his current building, he/she will be assigned to his current grade or department in another building.
- C. If no vacancy exists in the teacher's current grade or department, he/she will be assigned to another grade or department for which he/she is certified in his current building. When a choice of grade or department is possible, the teacher being assigned will have his/her choice.

- D. If no vacancy exists in any grade or department for which the teacher is certified, he/she will be assigned to another grade or department for which he/she is certified. When a choice of grade or department is possible, the teacher being assigned will have his/her choice.
- E. If no vacancy remains in any grade or department for which the teacher is certified in the building, the teacher will be laid off. The effective date on any such layoff shall be the same as the opening date of school for the forthcoming school year.
- F. Qualifications for placement in a position shall be determined by the valid state teaching certificate or license(s) currently held by the teacher.
- G. The Association shall be notified of the date, time, and place when the above procedures are implemented and related assignments are made. The Association shall also be allowed to be in attendance during such implementation and while assignments are made.

### 3. Layoff Benefits

- A. When reduction of staff is necessary, all requested leaves of absence for any reasonable purpose may (optional) be granted by the Board. Leaves may be granted for one (1) year with an additional year possible upon request.
- B. A laid-off teacher shall upon application be granted priority status on the District substitute teacher list. Such priority to be determined according to seniority.

## **ARTICLE XIV – PROFESSIONAL BEHAVIOR**

- A. The Association recognizes that abuses of sick leave or other leaves, chronic tardiness or absence, willful deficiencies in professional performance, or other violations of discipline by a teacher reflect adversely upon the teaching profession and create undesirable conditions in the

school building. The Board, in recognition of the concept of progressive correction, shall notify the teacher in writing of alleged delinquencies, indicate expected correction, and indicate a reasonable period for correction. Alleged breaches of discipline shall be promptly reported to the offending teacher. The Association will use its best efforts to correct breaches of professional behavior by any teacher.

- B. A teacher shall at all times be entitled to have present a representative of the Association when he/she is being reprimanded, warned, or disciplined for any infraction of rules 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.
- C. No teacher shall be disciplined, reprimanded, reduced in rank or compensation, or deprived of any professional advantage without just cause. Any such discipline, reprimand or reduction in rank, compensation or advantage, including adverse evaluation of teacher performance asserted by the Board or representative thereof, shall be subject to the professional grievance procedure herein set forth. All information forming the basis for disciplinary action will be made available to the teacher and the Association.

#### **ARTICLE XV – PROFESSIONAL IMPROVEMENT**

- A. The parties support the principle of continuing training of teachers, participation by teachers in professional organizations in the areas of their specialization's, leaves for work or advanced degrees or special studies, and participation in community, state, and federal educational projects.
- B. The Board may appropriate monies for teachers desiring to attend selected professional conferences. All teachers desiring to attend said conferences shall apply to the Board who shall make final determination as to approval or disapproval to said application. Criteria to be used in making said



decision shall include, but not be limited to, needs of the district, areas of specialization of the teacher, validity of the proposed program, and number of conferences or seminars attended by the applicant as opposed to other applicants for other programs.

#### **ARTICLE XVI – MANAGEMENT RIGHTS CLAUSE**

The Board, on its own behalf and on behalf of the lectors of the District, hereby retains and reserves unto itself without limitation all powers, rights, authority, duties and responsibilities conferred upon and voted in it by the laws and the Constitution of the State of Michigan and of the Untied States including, but without limiting the generality of the foregoing, the right:

- A. To exclusive management and control of the school system, its property, facilities, operations, and affairs.
- B. To hire all employees subject to the provisions of law; to determine their qualifications, conditions of employment, dismissal, demotion, suspension, or layoff; to determine the number and scheduling, including business or school hours or days, of all employees; to promote or transfer all employees; to determine the size of the working force; and to assign duties to and to direct all employees.
- C. To establish grades and course of instruction, including special programs, and to provide for athletic, recreational, and social events for students, all as deemed necessary or advisable by the Board.
- D. To decide upon the means and methods of instruction, selection of textbooks and other teaching materials, and the use of teaching aides of every kind and nature.
- E. To make and change rules and regulations not inconsistent with the terms hereof.
- F. To determine services, supplies, and equipment; to determine all methods and means of distributing, disseminating, or selling its services, methods, scheduling, and standards of operation; to determine

the means, methods, and processes of carrying on its services and duties; and to determine any changes in all of the preceding, including innovative programs and practices.

- G. To determine the number and location or relocation of its facilities, including the establishment or relocation of new schools, buildings, departments or divisions or subdivisions thereof, and the relocation or closing of offices, departments, divisions or subdivisions, buildings or other facilities.
- H. To determine all financial practices and policies, including all accounting procedures and all matters pertaining to public relations of the school system and its programs as opposed to Association matters.
- I. To determine the size of the management organization, its functions, authority, amount of supervision and table organization.

The exercise of the foregoing powers, rights, authorities, 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 only by the specific and express terms of this Agreement and then only to the extent such specific and express terms are in conformance with the Constitution and laws of the United States and the State of Michigan.

#### **ARTICLE XVII – TEACHER INSTRUCTIONAL AIDE RELATIONS**

(This section does not refer to General School Teachers Aides.)

- A. The Board may employ instructional aides to assist teachers in reinforcing instructional activities: making and/or securing instructional materials, keeping school records, maintaining a proper instructional environment, inventory, ordering, and storing or filing classroom supplies and materials, and in the supervision of students. A detailed job description shall precede the

employment of any aide. The teachers to whom the aides are assigned shall develop such a job description.

- B. In order for the teacher to make best utilization of an instructional aide, a detailed schedule must be provided for every aide in every program; such schedule to be worked out jointly by the teachers and the aides.
- C. (Qualifications) In order to qualify as an instructional aide, applicant must demonstrate proficiency in those skills that will be required to fulfill expectancies of the job description or an ability to acquire those skills within a reasonably short period of time on the job.
- D. (Recruitment Procedure) The teacher(s) and administrator shall interview all applicants.
- E. (Assignment and Supervision) An instructional aide shall be supervised by the teacher(s) to whom he/she is assigned; and teachers to whom aides are assigned shall have full authority to direct the activities of aides, to evaluate effectiveness of the aide, and to make recommendations as to continued employment status for the aide.
- F. (Pre-service Training) Each instructional aide shall receive an orientation to the school district through instruction in expectations of the position to which he/she will be assigned and training in how to perform duties and responsibilities that will be assigned her/him. A committee of teachers, aides, and administrators shall develop the pre-service training program. Teacher members of the committee shall be appointed by the Association and shall be given released time for the purpose of meeting with the committee.
- G. (Continuing Education) The Board shall provide a continuing education program for instructional aides. The continuing education program shall be individualized to meet specific needs of the aide and shall have as its goals the development and maintenance of:
  - Necessary job-related skills (such as reinforcement activities in reading, writing, math, and spelling);

- Skill in utilizing audio-visual, duplicating and school equipment;
- Skills necessary in working effectively with students and with other members of the instructional team;
- Skills necessary to adequate performance of other responsibilities which may be assigned; and
- An understanding of new developments in education.

### **ARTICLE XVIII – TEACHER RIGHTS**

- A. Pursuant to the Michigan Public Employment Relations Act the Board hereby agrees that every employee of the Board shall have the right freely to organize, join, and support the Association for the purpose of engaging in collective bargaining or negotiation and other concerted activities for mutual aid and protection. As a duly elected body exercising governmental power under code of law of the State of Michigan, the Board undertakes and agrees that it will not directly or indirectly discourage or deprive or coerce any teacher in the enjoyment of any right conferred by the Act or other laws of Michigan or the Constitutions of Michigan and the United States; that it will not discriminate against any teacher with respect to hours, wages, or any terms or conditions of employment by reason of his/her membership in the Association, his/her participation in any activities of the Association or collective professional negotiations with the Board, or his/her institution of any grievance, complaint or proceeding under this Agreement or otherwise with respect to any terms or conditions of employment.
- B. Nothing contained within this contract shall be construed to deny or restrict to any teacher rights he/she may have under the Michigan General School Laws or other applicable laws and regulations.

The rights granted to teachers hereunder shall be deemed to be in addition to those provided elsewhere.

- C. The teachers shall be entitled to full rights of citizenship and no religious or political activities of any teacher or the lack thereof shall be grounds for any discipline or discrimination with respect to the professional employment of such teacher. The private and personal life of any teacher is not within the appropriate concern or attention of the Board.
- D. The provisions of this Agreement shall be applied without regard to race, creed, religion, color, national origin, age, sex, or marital status. Membership in the Association shall not be denied to any teacher because of race, creed, sex, marital status, or national origin.
- E. All communications obtained by a teacher in the course of his/her professional duties and deemed by said teacher to be of a confidential nature need not, except with the consent of said teacher, be disclosed to anyone including but not limited to any school administrator, parent or guardian, unless said disclosure has been determined to be required by law. In addition, the refusal to reveal such information shall not be considered cause for discipline or dismissal nor may any reference to such a refusal become part of any personnel record.

#### **ARTICLE XIX – ACADEMIC FREEDOM**

- A. Academic freedom shall be guaranteed to teachers, and no special limitations shall be placed upon study, investigation, presenting and interpreting facts and ideas concerning man, human society, the physical and biological world, and other branches of learning subject to accepted standards of professional responsibility. The right to academic freedom herein established shall include the right to support or oppose political causes and issues outside of the normal classroom activities.

## ARTICLE XX – TEACHER PROTECTION

- A. Any case of assault upon a teacher shall be promptly reported to the Board or its designated representative. The Board will provide legal counsel to advise the teacher of his/her rights and obligations with respect to such assault and shall promptly render all reasonable assistance to the teacher in connection with handling of the incident by law enforcement and judicial authorities.
- B. If any teacher is complained against or sued as a result of any legal action taken by the teacher while in pursuit of his/her employment, the Board may underwrite the cost of legal counsel to be selected by the teacher and render all necessary assistance to the teacher in his/her defense.
- C. Time lost by a teacher in connection with any incident mentioned in this Article shall not be charged against the teacher.
- D. The Board may reimburse teachers for any loss, damage or destruction of clothing or personal property of the teacher while on duty in the school or on the school premises.
- E. No action shall be taken upon any complaint by a parent of a student directed toward a teacher nor shall any notice thereof be included in said teacher's personnel file unless such matter is promptly reported in writing to the teacher concerned.
- F. A written statement by the Board governing use of corporal punishment of students shall be publicized to all teachers no later than the first week of each school year. In the absence of a published school district policy state law regarding corporal punishment shall be followed. A teacher may at times use force as is necessary to protect himself/herself, a fellow teacher or administrator, or a student from attack, physical abuse, or injury. The Board agrees to indemnify teachers against any damages, fines, legal fees or other costs as a consequence of any act or omission authorized by a written statement of the Board or by the provisions of this paragraph.

- G. Any teacher or superintendent may use such physical force as may be necessary to take possession from any pupil of any dangerous weapon carried by him/her.
- H. No teacher or superintendent shall be liable to any pupil, his/her parent or guardian in any civil action for the use of physical force on the person of any pupil for the purposes prescribed in Section G above except in case of gross abuse and disregard for the health and safety for the pupil.

### **ARTICLE XXI – INSTRUCTIONAL MATERIALS**

The Board recognizes that appropriate texts, library reference facilities, maps and globes, laboratory equipment, audio-visual equipment, art supplies, athletic equipment, current periodicals, standard tests and questionnaires, and similar materials are the tools of the teaching profession. The parties will confer from time to time for the purpose of improving the selection and use of such educational tools, and the Board undertakes promptly to implement all joint decisions thereon made by its representative and the Association. The Board agrees to all times to keep the schools reasonably equipped and maintained.

Instructional materials used in the school district shall be used to reflect the multi-ethnic nature of our society.

1. The suggestion by omission or commission or by over or under emphasis that any racial, religious, or ethnic segment of the population is more or less capable or more or less important is to be used to point out the prejudicial nature of our society.
2. Comprehensive materials which represent the contribution and achievements of minority groups in art, science, history, literature, and all life and culture should be apparent in the design of materials.