

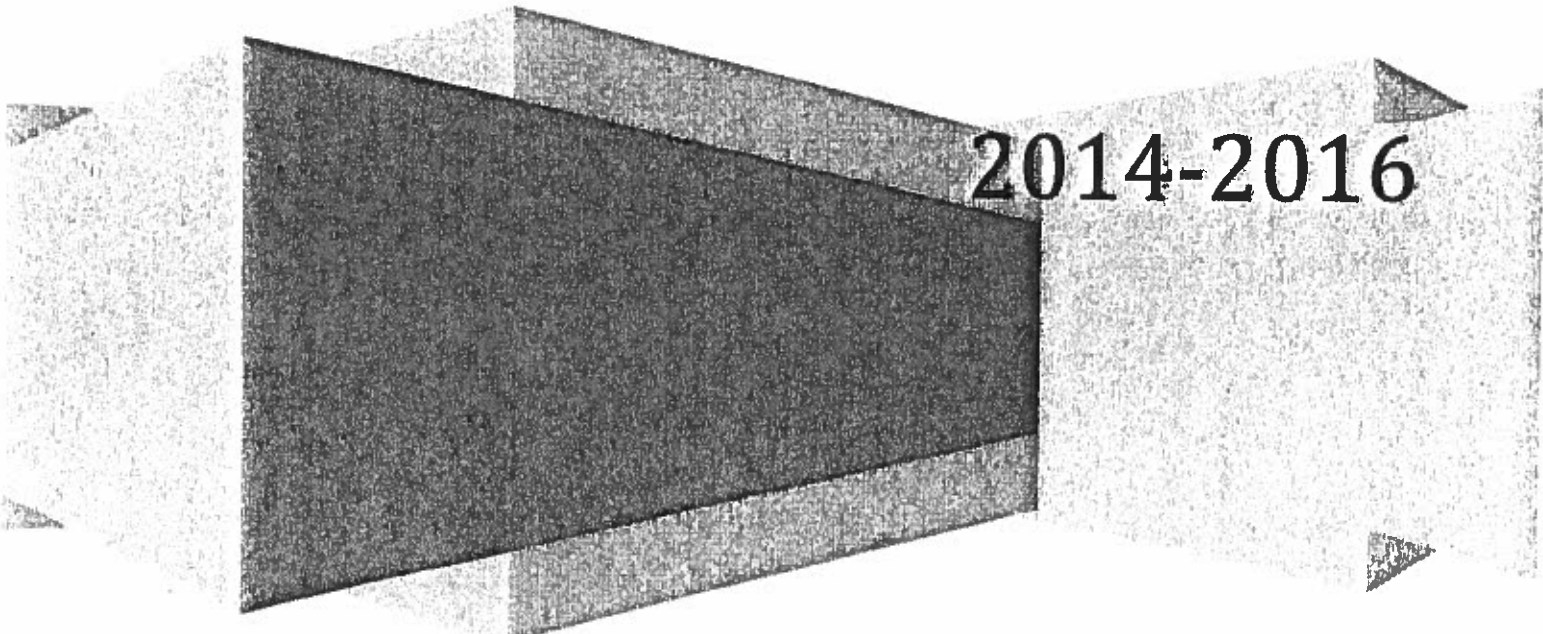
# **COLLECTIVE BARGAINING AGREEMENT**

**between the**

**LAINGSBURG COMMUNITY SCHOOLS  
BOARD OF EDUCATION**

**and the**

**LAINGSBURG EDUCATION ASSOCIATION,  
MEA/NEA**



**2014-2016**

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## **AGREEMENT**

This Agreement is entered into this 17th day of September 2014 and is effective until the 30th day of June 2016 by and between the Board of Education of the Laingsburg Community Schools, Laingsburg, Michigan (the "Board") and the Laingsburg Education Association (the "Association").

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

### **ARTICLE 1: RECOGNITION**

- A. The term "teacher" refers to employees included in the bargaining unit as set forth in the paragraph below. The term "Board" refers to the Board of Education, superintendent, and other central office administrators, principals, assistant principals, and all other supervisory personnel, within the meaning of the Public Employment Relations Act ("PERA").
- B. The following teacher personnel who hold valid contracts with the District comprise this bargaining unit: Young Five teachers, K-12 classroom teachers, teachers of music, art, library, and physical education, counselors, and teachers of all special education classes, but excluding all supervisory and executive personnel, office, secretarial, clerical, cafeteria, maintenance and operational personnel, and bus drivers, as well as any other non-certified and certified personnel employed by the Board.
- C. Where the Board issues a temporary teacher contract, the temporary teacher will be part of the bargaining unit and the provisions of the temporary teacher's contract are subject to the terms and conditions of this Agreement.

It is understood that a temporary teacher employed under these conditions will have no expectancy of continued employment beyond the termination date of his/her contract.

- D. The Board agrees not to negotiate with any teacher's organization other than the Association for the duration of this Agreement.

### **ARTICLE 2: ASSOCIATION AND TEACHER RIGHTS AND RESPONSIBILITIES**

- A. The Board agrees that every teacher shall have the right to organize together or to form, join, or assist the Association for the purpose of engaging in collective bargaining or negotiations and other lawful concerted activities for mutual aid and protection. The Board agrees it will not directly or indirectly interfere with, restrain, or coerce teachers in the exercise of their rights guaranteed above; initiate, create, dominate, contribute to, or interfere with the formation or administration of the Association; discriminate as to wages, hours, and other terms and conditions of employment to encourage or discourage membership in the Association; discriminate against a teacher because he/she has given testimony or instituted proceedings under the PERA, or because of his/her participation in any lawful activities of the Association; or refuse to bargain collectively with representatives of the Association.

- B. No teacher shall be prevented from wearing insignia pins or other identification of membership in the Association on school premises. Bulletin boards in the teachers' lounges shall be available to the Association and its members.
- C. The Board agrees to make available to the Association, in response to written requests, all available public information concerning the financial resources of the District, including, but not limited to: annual financial reports and audits, register of certificated personnel, tentative budgetary requirements and allocations (including county allocation, board budgets), agendas and minutes of all Board meetings, treasurer's reports, census and membership data, names, and addresses of all teachers, and such other public information as will assist the Association in collective bargaining, negotiating, and enforcement of this Agreement, together with public information which may be necessary for the Association to process any grievance or complaint. The Board reserves the right to determine what is germane to the matter so that confidential information on personnel does not become public.
- D. The Board shall consult with the Association on any tax programs, construction programs, or major revisions of educational policy which are under consideration. The Association shall be given an opportunity to advise the Board as to said matters before their adoption. Recommendations of the Association shall be deemed advisory only.
- E. The private and personal life of any teacher is not within the appropriate concern or attention of the Board, unless it disrupts the educational environment of the District.
- F. The provisions of this Agreement and the wages, hours, and other terms and conditions of employment shall be applied in a manner which is not arbitrary, capricious, or discriminatory, and without regard to race, religion, color, national origin, disability, age, height, weight, sex, or marital status.
- G. At the beginning of each school year, the Association shall be credited with ten (10) days, with pay, to be used by teachers designated by the Association as officers or agents of the Association. Such uses will be at the discretion of the Association. The Association must notify the building principal no less than three (3) days in advance of taking such leave. The Association shall reimburse the Board for the cost for substitute teachers needed for teachers using Association leave days. No teacher will engage in Association activities during the teacher's normal teaching hours.
- H. All teachers agree to notify the Board, as soon as possible of any intent to terminate employment and/or apply for a leave of absence within the District.
- I. It is the duty of all teachers to live up to their responsibility in reporting to school on time.
- J. All District teachers will be notified of and required to obtain training necessary for a Red Cross Basic First Aid Card. This card must be secured during the first two (2) years of the teacher's teaching contract on the teacher's own time. If the District does not provide the training, with prior Board approval, the expense of this training will be the Board's responsibility.

- K. The Association may use school facilities and equipment, including computers and duplication equipment, at reasonable times when such equipment is not otherwise in use, providing that such equipment shall not be removed from school property. Use of equipment other than that listed below shall be with administrative approval. The Association recognizes that all equipment in a building is ultimately the responsibility of the school principal. Association use of school equipment will be permitted provided that:
1. Request is made and use is arranged for in advance.
  2. The use is strictly to service the legitimate business of the Association, such as records, notices, correspondence.
  3. The purpose is for internal business use of the Association and not for public distribution.
  4. Supplies, in connection with such equipment use, will be furnished or paid for by the Association.
- L. Teachers shall be expected to remain on duty as long as needed in the event of emergency situations. Such situations should be similar, but not limited to, severe weather warnings, civil or student disturbances, or other situations which may threaten the health or safety of students.
- M. It is the responsibility of each teacher to provide educational experience of the highest quality including:
1. Careful daily preparation, including lesson plans
  2. Attendance at staff meetings
  3. Participation in activities of the school such as:
    - a. Parent-teacher conferences conducted up to four evenings annually to three (3) hours duration.
    - b. Public performance of children in plays, concerts, athletic activities, or other extracurricular activities, to a maximum of four per year
- N. Building principals shall have the right to assign teachers within their building to periodically check restrooms and other locations where smoking or loitering is suspected. Such assignment shall be rotated among all bargaining unit employees within each building, subject to their individual classroom locations.
- O. Teachers shall be available, at reasonable times after regular school hours, for parent conferences and student help. Teachers shall arrange for conferences with parents when it appears that better understanding or more cooperative support from the home is required for the student's success in the program.

- P. It shall be the responsibility of teachers to interpret the program of the schools to the community in ways which will improve the public's understanding of purposes and procedures and encourage its involvement and support.
- Q. Except for the lunch period, unassigned time of a teacher shall be devoted to his/her instructional duties and the care and concern of his/her students. A teacher should not plan to leave the building during unassigned time unless prearranged and approved by his/her building principal or designee.
- R. Teacher's responsibilities include but are not limited to the following:

- 1. Obligation to Students

- a. Shall not, without just cause, restrain the student from independent action in his pursuit of learning, and shall not, without just cause, deny the student access to varying points of view
- b. Shall not deliberately suppress or distort subject matter for which the teacher bears responsibility
- c. Shall make reasonable effort to protect the student from conditions harmful to learning or to health and safety
- d. Shall not, on the grounds of race, religion, color, national origin, sex, or disability exclude any student from participation in, or deny benefits under, any program, nor grant any discriminatory consideration or advantage
- e. Shall not use professional relationships with students for private advantage
- f. Shall keep in confidence information that has been obtained in the course of professional service, unless disclosure serves professional purposes or is required by law
- g. Shall not tutor for remuneration students assigned to the teacher's classes unless approved by the building administrator

- 2. Obligation to the Public

- a. Shall not misrepresent an institution or organization with which the teacher is affiliated and shall take precautions to distinguish between personal and institutional or organizational views
- b. Shall not knowingly distort or misrepresent the facts concerning educational matters in direct and indirect public expressions
- c. Shall not use institutional privileges for private gain or to promote political candidates or partisan political activities

- d. Shall accept no gratuities, gifts, or favors that might impair or appear to impair professional judgment, nor offer any favor, service, or thing of value to obtain special advantage

### 3. Employment Practices

- a. Shall adhere to the terms of a contract or appointment, unless these terms have been legally terminated, falsely represented, or substantially altered by unilateral action of the employing agency
  - b. Shall not delegate assigned tasks to unqualified personnel
  - c. Shall permit no commercial exploitation of the teacher's professional position
  - d. Shall use time granted for the purpose for which it is intended
- S. The duties of any teacher or the responsibilities of any position in the bargaining unit will not be substantially altered without prior communication with the individual and/or the Association.
- T. Legible copies of this Agreement, Board Policies, and Staff Policy Handbook shall be printed at the expense of the Board and made available to all teachers now employed, hereafter employed, or considered for employment by the Board.

## **ARTICLE 3: RIGHTS OF THE BOARD**

- A. The Association recognizes that the Board has the responsibility and authority to manage and direct, on behalf of the public, all the operations and activities of the District, its properties, and its facilities, to the full extent authorized by law, provided that such rights and responsibilities shall be exercised by the Board in conformity with provisions of this Agreement.
- B. The right to hire all employees is subject to provisions of the law to determine their qualifications.
- C. The right to discharge, demote, or otherwise discipline employees for reasons that are not arbitrary or capricious.
- D. The right to establish courses of instruction, including special programs, and to provide for athletic, recreational, and social events for students as deemed necessary or advisable by the Board.
- E. 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 any other applicable laws.

## **ARTICLE 4: PAYROLL DEDUCTIONS**

- A. Upon appropriate written authorization from the teacher, the Board shall deduct from the salary of any such teacher and make appropriate remittance for annuities, credit union, savings bonds, or for any other plans or programs jointly approved by the Association and the Board. The District will

arrange for direct deposit. Each teacher will be limited to one transaction per check and a minimum of four (4) institutions will be mutually agreed upon by the Association and Board. Any problems associated with direct deposit will not be subject to the grievance procedure.

- B. Teachers have their choice of 21 or 26 pays for the school year.

#### **ARTICLE 5: TEACHING HOURS AND CLASS LOAD**

- A. All teachers will be in their respective buildings ten (10) minutes before the start of the student school day and ten (10) minutes after the end of the student school day.
- B. If a teacher is unavailable to teach, he/she shall notify the principal or designated representative as early as possible before the start of the school day. Every effort will be made to report the absence at least one (1) hour before the start of the teacher's school day.
- C. The normal weekly teaching load in the high school and middle school buildings will be twenty-five (25) teaching periods and five (5) unassigned preparation periods. This teaching load will not exceed five (5) hours and four (4) minutes of student contact per day. The normal daily teaching load in the elementary school building will not exceed five (5) hours and thirty-seven (37) minutes of student contact per day. Assignment to a supervised study period shall be considered a teaching period for the purposes of this Article. No additional student-teacher contact time will be added without mutual agreement.
- D. If teaching assignments for part-time teachers are not scheduled in continuous blocks, the part-time teacher will be compensated for all unassigned periods scheduled within their teaching block. The rate of compensation for such periods will be the same as compensation for assigned periods.
- E. All teachers shall be entitled to a duty-free lunch period, except that all teachers may be asked to share supervision of students in case of emergency or early release as determined by the building principal.
- F. Elementary teachers shall be provided with two (2) relief periods per day. One (1) period will be forty-five (45) continuous minutes.
- G. If a teacher shall teach more than the normal teaching load as set forth in this Article, he/she shall receive additional compensation at \$15.00 per teaching period.
- H. Services to be rendered by teachers include their participation, outside of regular teaching hours, in up to nine (9) hours of general teachers' meetings per semester. These meetings shall be scheduled two (2) school days in advance, except in emergency, and attendance at said meeting shall be for all staff members affected and shall take precedence over all other activities. When practicable, teachers will be notified of the cancellation of said meeting one (1) school day in advance. Any faculty meeting called during normal work hours shall count toward the nine (9) hour requirement.



## ARTICLE 6: TEACHING CONDITIONS

- A. Because student teacher ratio is an important aspect of an effective educational program, the Board agrees that every effort will be made to bring class sizes to the following standards. Such effort may be dictated by financial conditions of the District, the building facilities available, and the best interest of the students.

<u>Program</u>	<u>Maximum</u>
----------------	----------------

- |                        |                                 |
|------------------------|---------------------------------|
| 1. Young Five          | 20                              |
| Kindergarten           | 25                              |
| Grades 1 thru 5        | 26                              |
| 2. Middle School (6-8) | 27 (except for band and chorus) |

Specialized classes will have maximums determined by available equipment and facilities, not to exceed 27.

ELA/writing courses	24
Physical Education	40

- |                     |                                 |
|---------------------|---------------------------------|
| 3. Secondary (9-12) | 29 (except for band and chorus) |
|---------------------|---------------------------------|

Specialized classes will have maximums determined by available equipment and facilities, not to exceed 29.

ELA/Writing courses	24
Art	28
Physical Education	40

- |                     |  |
|---------------------|--|
| 4. Special Programs |  |
|---------------------|--|

Reasonable efforts will be made to procure Special Education teachers. In the event this is not possible, special attention will be given to reducing class size where special students are placed in a regular classroom.

When a class size of a teacher for any class period exceeds the above limits at any time after the Fall official count day, the teacher may petition for relief or assistance to a joint committee comprised of two (2) administrators appointed by the Board and two (2) teachers appointed by the Association, giving the particulars of the situation. It is recognized that some classes may exceed the recommended limit without creating an unusual problem for the teacher. All petitions for relief or assistance should include rationale for the particular situation and all petitions will have to be weighed on their relative merits.

In case the committee cannot reach a decision, the matter shall be referred to the Board for decision at its next regularly scheduled meeting.

All petitions which are filed in the months of September and October shall be answered within four (4) weeks by the committee or the Board. All petitions received in subsequent months shall be answered within two (2) weeks. The joint committee shall render a decision concerning the type of relief or assistance which it recommends, and the building principal shall be directed to implement the committee's decision. The relief or assistance may include, but not be limited to, the help of a teacher aide; removing the additional students from the classroom; hiring additional certified teachers; providing more materials and/or equipment as requested by the teacher; or reimburse elementary regular classroom teachers who are assigned a class which exceeds these maximum standards an additional \$100.00 per student, per semester, based on the total daily class maximum enrollments stated above. Elementary specials teachers who are assigned a class which exceeds these maximum standards shall be reimbursed at a rate of \$3.30 per student, per class period, per week, per semester. High School and Middle School teachers who are assigned a class which exceeds the maximum standards set forth shall receive \$40 per student, per semester.

The committee's decision shall not be subject to the grievance procedure.

The classroom teacher(s) involved may present his/her case to the committee and to the Board if the committee cannot reach a decision.

- B. No teacher in the High School shall be required to make more than four (4) preparations per day without mutual agreement of the teacher and the principal. The principal will notify the Association President before entering an agreement with the teacher. When any class size averages fifteen (15) students or under, the class will be reviewed by the administration to determine if the class will continue.
- C. The Board agrees to continue to make available, in each school, equipment to aid teachers in the preparation of instructional material.
- D. The Board shall provide:
  - 1. A separate desk for each teacher in the District
  - 2. Closet space for each teacher to store coat, overshoes, and personal articles, not to be reduced in size from present space
  - 3. White board space in every classroom, not to be reduced in size from present space
  - 4. Copies, exclusively for each teacher's use, of all texts used in each of the courses he/she is to teach
  - 5. An internet ready device shall be provided in every classroom for the sole use of the teacher.
  - 6. Storage space in each classroom for instructional materials, not to be reduced in size from present space
  - 7. Attendance books, paper, pencils, pens, chalk, erasers, and other such materials required in daily teaching responsibilities as approved by the superintendent

8. Gym and coaching uniforms for physical education teachers, smocks for art and human ecology teachers, laboratory coats for laboratory science teachers, and shop coats for vocational and industrial education teachers, all such items requiring prior approval of the principal
  9. Lockable space for each teacher
- E. At the Board's discretion, teacher aides will be engaged for nonprofessional duties and responsibilities of teachers, provided funds are available.
  - F. The Board shall make available in each school restroom facilities exclusively for teacher use, and at least one furnished room which shall be reserved for use as a faculty lounge. Provision for such facilities will be made in all future buildings.
  - G. Off-street paved parking facilities will continue to be provided and maintained for school personnel.
  - H. Teachers shall not be required to work under unsafe or hazardous conditions, or to perform tasks which endanger their health, safety, or well being, other than that considered normal for the type of position which they hold.
  - I. The parties acknowledge that the District will have no less than the minimum number of hours of instruction to ensure the District receives all state aid for which it would otherwise be entitled. If instructional hours need to be made up, the Superintendent will consult with the Association leadership in an effort to reach a mutually agreed upon schedule of added hours. If no mutual agreement is reached within ten (10) workdays from the date of the hours lost, the Board will determine how the hours will be made up. Under no circumstances, however, will hours be added on a Saturday or a Sunday, and the end of the year half-day format will be maintained. The official closing date of the school year will be confirmed through mutual agreement of the Association and the Board by April 15 each school year.

Staff In-Service: Additional half-days may be designated for in-service by mutual agreement of the Association and the Board.

Such rescheduling shall not affect or otherwise require an adjustment of salary, compensation, or other benefits provided within the collective bargaining agreement.

- J. Vending machines may be installed and maintained by the Association in the teacher's lounges. Proceeds from such machines shall be donated to a scholarship fund administered by the Association.
- K. The Board and the Association encourage the involvement of parents and community members in the education of our youth. This involvement may include the visitation of our buildings and classrooms. A meeting will be held by the building principal and the teacher(s) to resolve issues that need to be addressed.

## **ARTICLE 7: DEPARTMENT CHAIRPERSON**

- A. Teachers in any department in the High School and the principal shall, each year, select from among the teaching staff a department chairperson. The department chairperson shall exercise coordinating functions in inter- and intra- departmental relations, including serving as liaison between the teachers of the department and the school administration. Such chairpersons shall not be considered supervisory employees.
  
- B. Department chairpersons shall be established in the High School for the following departments:
  - 1. Language Arts
  - 2. Social Science
  - 3. Vocational Education
    - a. Agriculture
    - b. Technical Education
    - c. Life Management
    - d. Business
  - 4. Fine Arts - (includes Music and Art)
  - 5. Physical Education
  - 6. Math
  - 7. Science
  
- C. The department chairperson shall, at the request of the Administration, submit a brief written report of the findings, recommendations, activities, and accomplishments within the department. If requested, this written report shall be made to the office of the principal no later than April 1st of each school year.

## **ARTICLE 8: QUALIFICATIONS**

- 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, except in case of a waiver from the Michigan Department of Education. The Association shall be notified in each instance.
  
- B. Every teacher shall hold a valid teaching certificate and have filed credentials, transcripts, and applications with the office of the superintendent.
  
- C. HIGHLY QUALIFIED
  - 1. Upon receipt of the Highly Qualified Teacher Worksheet from a teacher, the Administration will provide written confirmation of the teacher's highly qualified status.
  
  - 2. A teacher must be "Highly Qualified" for his/her assignment. If there is no vacancy for which a teacher is highly qualified, the teacher shall be treated under the Board's Reduction and Recall policy.

## **ARTICLE 9: VACANCIES, ASSIGNMENTS, AND TRANSFERS**

Vacancy shall be defined as a newly created position, a position within the District presently unfilled due to a teacher leaving the system, or a position within the District presently unfilled due to a teacher taking another open position in the system.

- A. If a teacher's assignment for the forthcoming school year represents a change in the assignment currently held by the teacher, the superintendent shall notify the affected teacher and the Association once the assignment is finalized.
- B. 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/her reasonable judgment so determines, such vacancy may be filled on a temporary or tentative basis until the end of the semester or school year.
- C. Interested teachers shall follow the procedure as set forth in Section D of this Article.
- D. Requests by a teacher for assignment to a different class, building, or position shall be made in writing, one (1) copy of which shall be filed with the superintendent and one (1) with the Association. The application shall set forth the reason(s) for requesting the assignment, the school, grade, or position sought, and the applicant's academic qualifications. Such requests shall be renewed once each year to assure active consideration by the Board.
- E. Changes in assignments during the school year shall be designated as transfers. Should transfers be necessitated, the problem will be presented by the principal to the affected teaching staff in an effort to find a volunteer. If a mutually agreed upon transfer is not possible, the Board shall decide.
- F. The assignments of adult education, summer school, and driver's education courses, and those extra duties listed in Appendix B shall not be obligatory, but shall be with the consent of the teacher. Such vacancies shall be posted per all vacancies, thus providing an opportunity for bargaining unit employees to apply for said positions.

## **ARTICLE 10: PAID LEAVE DAYS**

- A. A total of eleven (11) leave days shall be granted to each teacher by the Board of Education. Four (4) of those days may be used for personal business. The unused portion of these days is to be accumulative to an unlimited total. Personal business is defined as important business which may not be taken care of outside of school hours. A teacher planning to use a personal leave day shall notify the building principal, in writing, stating the date for personal leave, three (3) days in advance. Not more than four (4) teachers within the bargaining unit may take personal leave days at the same time. No personal leave days shall be taken on the day before or after a holiday or vacation period. Accumulated days shall be used only for sick days as defined below:
  - 1. Personal illness or disability. The bargaining unit employee may use all or any portion or his/her leave to recover from his/her own illness or disability.

2. Illness in the teacher's family. Family is defined as parents, spouse, children, and parents-in-law.
3. Death of a relative. Relative is defined as parents, brothers, sisters, parents-in-law, brothers-in-law, sisters-in-law, grandparents, and grandchildren. The bargaining unit employee may use three (3) days for a death of person listed above not to be taken from sick days. Up to two (2) additional days may be taken from sick leave.
4. Death of spouse or child. The bargaining unit employee may use up to five (5) days for a death of a spouse or child not to be taken from sick days. Additional days may be taken from the employee's sick days without limit.
5. Family and Medical Leave Act. A teacher may use his/her leave days during any period of time covered under the Family and Medical Leave Act per Section G below.

"Death Leave" shall not be considered as sick leave and shall be non-accumulative.

6. Leave for emergencies may be granted at the discretion of the superintendent. Such absences are to be charged against sick leave.
7. Allowance for sick leave for staff employed less than one year will be prorated on the basis of one (1) day earned per month worked.
8. Teachers using more than their accumulated number of sick days shall have the appropriate prorated amount deducted from the following pay.
9. Employees using less than one-half day shall have leave deducted to the nearest tenth as dictated by computer operation. (1-42 minutes = 0.1; 43-84 minutes = 0.2; 85-126 minutes = 0.3; 127-168 minutes = 0.4.) Each building principal has the discretion to determine whether a staff absence during common preparation periods is chargeable in accordance with this section.

The principal's discretion to approve non-chargeable absences during the common preparation periods will be exercised on an individual case basis. The principal's decision will be based upon the information provided by the teacher requesting the approval.

A teacher excused for a non-chargeable absence will not have leave time deducted from their accumulated leave days unless such absence extends into the student instructional day. When leave time is deducted it will be for the full time period of the absence.

- B. Absence due to injury or illness incurred on the premises or during a directed activity related to school functions shall not be charged against the teacher's sick leave. The Board shall pay to such a teacher the difference between his/her salary and benefits received under the Worker's Compensation Act for the remainder of such absence, not to exceed one (1) year from the date of the work-related incident giving rise to Worker's Compensation coverage.

- C. A teacher absent from work because of his/her contracting a contagious disease which has infected more than 25% of the school's student population at one time (as verified by District attendance records) shall suffer no loss of compensation and shall not be charged with sick leave.
- D. A teacher called for jury duty shall be fully compensated for lost time. The Board retains the right to ask judicial authority to excuse a teacher from jury duty if it would create a hardship on the District. Any pay received for jury duty will be turned in to the District in order to qualify the individual for full pay.
- E. Leaves of absence with pay, not chargeable against leave days, shall be granted in connection with an appearance before a court or an administrative agency when the teacher is subpoenaed as a witness. Leave with pay shall not be granted if the teacher is found guilty of a felony or misdemeanor, or if the teacher is a plaintiff in a suit against the Board or if the teacher is connected with any MERC hearing involving the Board and the Association, unless the teacher is subpoenaed by the Board. A teacher may use personal business leave when subpoenaed for a reason not covered above.

Leave days with pay shall not be granted if the teacher is a plaintiff in a suit against the Board, or if the teacher is connected with an unfair labor practice hearing involving the Board and the Association.

- F. The Board may grant a sabbatical leave of one (1) year, upon application, in accordance with Section 1235 of the Revised School Code. If a sabbatical leave is granted, the Board will provide one-half (1/2) of the current annual salary for one (1) teacher, provided said teacher returns to the District for a period of not less than one (1) full year after completing the sabbatical leave. The one-half (1/2) of the salary earned during the sabbatical leave shall be added to the teacher's regular salary and prorated over the regular pay period of the following year, either 21 or 26 payments. The teacher shall continue to receive fringe benefits as provided by the Board while on sabbatical leave. The application shall state the reasons for requesting, and the use that is to be made of, a sabbatical leave and shall be presented to the Board by March 1st of the year before which the leave is requested.

#### G. FAMILY AND MEDICAL LEAVE

- 1. Upon request, the employer shall grant a Leave of Absence to any bargaining unit employee, pursuant to the Family and Medical Leave Act (FMLA) and the eligibility requirements as contained therein, for any of the following purposes:
  - a. The serious health condition of the employee; or
  - b. The serious health condition of a family employee (including spouse, son, daughter, or parent); or
  - c. The birth of a child; or
  - d. The placement of a child for adoption or foster care

Child includes any individual under 18 for whom the employee serves in loco parents; a child over 18 who is incapable of self care because of physical or mental disability; or a biological, adopted, or foster child.

The maximum accumulated leave time granted pursuant to this Section shall be limited to twelve (12) full weeks (60 work days) during the school district's normal fiscal year (July 1 - June 30).

2. Upon return from the leave, the employee shall be returned to the position held immediately before the leave began. If the position no longer exists, the employee shall be returned to a position equivalent in pay, benefits, hours, and other terms and conditions of employment.
3. The employee must first use accumulated paid sick leave, and/or personal leave during leave. The remainder of any leave time will be unpaid. In no case, however, may the employer require that the employee's remaining accumulated paid sick and/or personal leave days balance drop below 50% of the employee's accumulated sick leave balance. For the purpose of this calculation, the employee's accumulated sick leave balance will be defined as accumulated sick leave days at the beginning of the school year in which the leave is being taken.
4. Health, Dental, and Vision benefits will be continued during the leave under the same conditions and at the same level as if the employee were still at work.
5. Seniority shall continue to accrue during the leave.
6. The employee shall have the right to take the leave on a reduced or intermittent schedule pursuant to the restrictions as contained in the Act.
7. The Employer may recoup the cost of the premiums paid on behalf of the employee during the leave if the employee fails to return to work.
8. Whenever practicable, the employee will provide the employer at least thirty (30) calendar day's written notice of the request for the leave. It will include the reason for the request; the expected beginning date; the expected ending date; and whether or not the employee intends to use paid leave for any part of the leave. For planned medical treatment, an employee must make a reasonable effort to schedule the treatment so as not to unduly disrupt the operations of the Employer.
9. If an instructional employee's return date from a FMLA Leave is within the week(s) preceding the end of the Semester, the Employer's right to postpone return until the beginning of the next semester shall be governed by the terms of the Act.
10. Leaves requested pursuant to sections A through G above and those in Article 11 shall not be charged against the FMLA limits.



## **ARTICLE 11: UNPAID LEAVES OF ABSENCE**

### **A. Educational Leave**

1. A leave of absence of up to one (1) year may be granted to any tenure teacher, upon application, for the purpose of engaging in study, reasonably related to his/her professional responsibilities, at an accredited college or university.
2. A teacher will be granted full seniority credit for the time on educational leave. Upon return from such a leave, a teacher shall be placed at the same position on the salary schedule as he/she would have been had he/she taught in the district during the leave.

### **B. Uniformed Services Leave**

1. A uniformed services leave of absence from the District shall be granted to any teacher, upon application, who shall be inducted in, or enlist for, duty in any uniformed services of the United States.
2. A teacher will be granted full seniority credit for the time on military leave. Upon return from such leave, a teacher shall be placed at the same position on the salary schedule as he/she would have been had he/she taught in the District during the leave, up to a maximum of three (3) years.

### **C. Public Office Leave**

1. A leave of absence shall be granted to any teacher, upon application, for the purpose of campaigning for, or serving in, a public office.
2. Upon return from such leave, a teacher shall be placed on the salary schedule at the same step from which he/she went on leave. A teacher will be granted full seniority credit for the time on public office leave.

### **D. Parental Leave**

1. A parental leave of absence without pay shall be granted, upon request, to teachers who become parents of a newborn(s). Such leave must be requested in writing before the six (6) week post-natal examination, but not less than thirty (30) days before the date the leave is to become effective. Such leave shall be granted until the end of the semester in which the leave was requested or until the beginning of the next school year. Upon request of the teacher, the Board shall approve the extension of the leave for one additional school year.
2. A teacher will be granted full seniority credit for the time on parental leave. Upon return from such a leave, a teacher shall be placed on the salary schedule at the same step from which the teacher went on leave.

#### E. Maternity Leave

1. If a teacher desires a leave of absence, she must file a written request with the superintendent at least thirty (30) days before the anticipated date of such leave.
2. Any leave of absence shall be for the duration of the pregnancy and extended no longer than through the post-natal examination period, usually six (6) weeks after termination of the pregnancy.
3. After the termination of the pregnancy, the teacher shall be permitted to return from leave at any time. However, unless parental leave has been granted, such return shall be no later than following the post-natal examination period, usually six (6) weeks after termination of the pregnancy.
4. Section I of this Article (Notification Requirements) is not applicable.
5. A teacher will be granted full seniority credit for the time on maternity leave. Upon return from such leave, a teacher shall be placed on the salary schedule at the same step from which the teacher went on leave.

#### F. Adoptive Leave

1. Any teacher may apply for an adoptive leave without pay. When first notified of acceptance as an adoptive parent by the adoption agency, the teacher shall apply to the superintendent for an adoptive leave. Such leave shall commence when the teacher assumes custody of the child and continue until the beginning of the next school year. Upon request of the teacher, the Board shall approve the extension of the leave for one additional school year.
2. A teacher will be granted full seniority credit for the time on adoptive leave. Upon return from such leave, a teacher shall be placed on the salary schedule at the same step from which the teacher went on leave.

#### G. Health Leave

1. Any teacher whose personal illness extends beyond the period compensable under Article 10.A (Paid Leave Days) and is not covered under Article 19.A (Plans A and B, Long Term Disability) shall be granted a leave of absence without pay for reasons of health which, in accordance with general school laws, may not exceed one year from the date granted by the Board. Extensions of such leave may be granted by the Board upon written request of the teacher.

Upon return from a leave of absence for personal illness or reasons of health, the teacher shall, at the teacher's request, be returned to the same position held before the leave, provided that the leave does not exceed sixty (60) school days or the date of return does not fall within the last thirty (30) school days of the school year. In such instances, the teacher shall be returned to a comparable position for the balance of the school year.

2. Before return from a leave of absence for reasons of health, the Board may require the teacher to provide a certificate of good physical and/or mental health. The Board reserves the right to have teachers returning from such a leave promptly examined by a doctor of its choice at Board expense.
3. A teacher will be granted full seniority credit for the time on health leave. Upon return from such a leave, a teacher shall be placed on the salary schedule at the same step from which the teacher went on leave.

#### H. Leaves for Other Purposes

1. An unpaid leave of absence of up to one (1) year may be granted to any teacher, upon application, at the discretion of the Board of Education. Upon return from such leave, a teacher shall be placed on the salary schedule at the same step from which he/she went on leave. A teacher will be granted full seniority credit for the time on this approved leave.

#### I. Notification Requirements

1. Whenever possible, leave requests shall be made at least thirty (30) days before the time a decision is necessary.
  2. Teachers on leave of absence shall be contacted by certified letter sixty (60) days before the expiration of their leave to apprise them of their obligation to return to work. A teacher who fails to respond within thirty (30) days before the expiration of his/her leave shall lose seniority.
- J. A teacher granted a leave of absence under this article shall be entitled to return from such leave, provided that he/she is certified and qualified for a position.

### **ARTICLE 12: MEDICAL EXAMINATION**

- A. The Board may require a teacher to obtain and submit to the District, at the expense of the Board, a health certificate from the District's qualified physician, or the teacher's personal qualified physician, at a rate not to exceed the one charged by the District's physician.
- B. In case of illness resulting in more than one (1) work week of absences, a qualified physician's written statement of clearance to return to employment must be presented to the building principal.

### **ARTICLE 13: ACADEMIC FREEDOM**

- A. No special limitations shall be placed upon study, investigation, presentation, and interpretation of facts and ideas, except that:
  1. The teacher must be acting within his/her certified area in accordance with accepted courses of study.
  2. The teacher must submit an outline to his/her principal of any "controversial" areas, in order that the Board is aware of and has the opportunity to discuss the areas with the teacher. The

teacher must have written permission from the principal when an outside resource person is being brought in.

3. The teacher must exercise responsibility and prudence and must carefully consider the maturity level of the student and the special circumstances that surround the teacher/learner relationship.

#### **ARTICLE 14: PERSONNEL FILE**

- A. Each teacher shall have the right, upon request, to review the contents of his/her own personnel file. A representative of the Association may, at the teacher's request, accompany the teacher in this review.

#### **ARTICLE 15: PROFESSIONAL BEHAVIOR**

- A. Teachers are expected to comply with rules, regulations, and directions adopted by the Board which are not inconsistent with the provisions of this Agreement. A teacher may reasonably refuse to carry out an order which threatens physical safety or health.
- B. Any complaints by a parent or guardian of a student directed toward a teacher shall be promptly called to the teacher's attention.
- C. Complaints against teachers shall be put in writing, including the administrative action taken and remedy stated. The teacher may submit a written reply regarding any material, including complaints, and the same shall be attached to the file copy of the material in question.

When a criminal investigation is in progress, all materials relating to it shall be kept in a separate file until a determination of the investigation has been made. If a charge is unsubstantiated, all materials relating to the incident shall be destroyed unless retention is required by law.

#### **ARTICLE 16: PROFESSIONAL IMPROVEMENT**

- A. The Board, Administration, and the Association mutually acknowledge the desirability of professional growth through conferences, workshops, or seminars oriented to improve the teacher's professional competency.
- B. Upon approval, travel, meals, lodging, and registration fees shall be deemed appropriate expenses of the Board, as well as the cost of the substitute teacher.
- C. A teacher shall make a written request to attend a conference, workshop, or seminar with his/her principal. Such request shall be given serious consideration by the administration. A written determination will be made on the basis of Board goals, the teacher's assignment, and the availability of budgetary funds.
- D. Monies will be budgeted exclusively for teacher-selected conferences. Each building staff will determine a process for the distribution and use of those monies.
- E. Teachers may be required to attend in-service programs that may be scheduled the week before school begins in August or the week after school closes in June. Teachers shall be paid the

substitute daily rate for attendance at these programs. Teachers shall be notified at least six (6) months in advance of their required attendance. Attendance requirement exceptions may be made by the superintendent at his/her discretion.

- F. Beginning teachers shall be reimbursed for graduate credits taken at an accredited university towards continuing certification. Reimbursement will be at the rate of one hundred dollars (\$100) per credit with a maximum of three hundred (\$300) dollars in any one (1) year (July 1 - June 30). This provision shall be for beginning teachers during their first five (5) years of professional service.

Payment will be made upon documentation of payment for credits and successful completion of the class.

#### **ARTICLE 17: PROFESSIONAL COMPENSATION**

- A. The basic salaries of teachers covered by this Agreement are set forth in the salary schedule, which is attached to and incorporated in this Agreement as Appendix A. Such salary schedule shall remain in effect during the terms of this Agreement.
- B. Before August 1, 2012, all teachers newly employed shall be given full credit on the salary schedule for up to seven (7) years of outside teaching experience in any school district. For Association bargaining unit employees hired on or after August 1, 2012, salary credit for teaching experience outside the District may be granted up to and including ten (10) years.
- C. All fully certified teachers, excluding special certification, shall receive additional compensation as set forth in Appendix A for hours beyond the Bachelor's degree. In order to receive the amount in full, credits must be earned before the beginning of the school year. One-half (1/2) of the difference in credit levels will be paid for credits earned during the first semester of the school year, September 1st to January 31st.
- D. Teachers involved in extra duty assignments set forth in the schedule which is attached to and incorporated in this Agreement as Appendix B shall be compensated in accordance with its provisions.
- E. Teachers, required in the course of their work to drive personal vehicles from one school building to another, shall receive a vehicle allowance based on the current Internal Revenue Service rate. The same allowance shall be given for use of personal vehicles for field trips or business of the District. The Board shall provide liability insurance protection for teachers when their personal cars are used, as provided in this section.
- F. Each teacher employed by the Board shall be issued teaching and extra pay contracts for extra duties by the date they assume such duties. Said contracts shall be in duplicate, one copy to be retained by the teacher and the other by the Board or its designated representative.
- G. Longevity payments will be made according to the following schedule:

1. After completion of fifteen (15) years of teaching experience in the District, a teacher shall receive an annual lump sum payment of one thousand one hundred fifty dollars (\$1,150) payable in the first check in June.
2. After completion of twenty (20) years of teaching experience in the District, a teacher shall receive an annual lump sum payment of one thousand three hundred and fifty dollars (\$1,350) payable in the first check in June.
3. After completion of twenty-five (25) years of teaching experience in the District, a teacher shall receive an annual lump sum payment of one thousand five hundred and fifty dollars (\$1,550) payable in the first check in June.

#### **ARTICLE 18: STUDENT DISCIPLINE AND TEACHER PROTECTION**

- A. Each teacher bears the primary responsibility for maintaining proper control and discipline in the classroom. Disciplinary actions and methods invoked by teachers shall be reasonable and just and in accordance with established Board policy; Discipline, Corporal Punishment, Suspension. At the beginning of each school year, each teacher shall be provided a copy of this policy. It shall be the responsibility of the teacher to report to his/her principal the name of any student who, in the opinion of the teacher, needs particular assistance from skilled personnel. The teacher shall be advised by the principal of the disposition of the teacher's report that a particular student needs such assistance.
- B. A teacher may use such reasonable physical force as permitted by Section 1312 of the Revised School Code.
- C. A teacher may exclude a student from one class session when the grossness of the offense, the persistence of the misbehavior, or the disruptive effect of the violation makes the continued presence of the student in the classroom intolerable. In such cases, the teacher will furnish the principal, at the end of that session, full particulars of the incident.
- D. Any case of assault upon a teacher shall be promptly reported to the Board or its designated representative. The Board shall provide legal counsel to advise the teacher of his/her rights and obligations with respect to such assault and shall render all reasonable assistance to the teacher in connection with handling of the incident by law enforcement and judicial authorities.
- E. If any teacher is complained against or sued as a result of any reasonable action as defined by a court of law, and taken by the teacher while in the scope of his/her employment with the District, the Board shall provide legal counsel and render all necessary assistance to the teacher in his/her defense, when requested in writing by the teacher. If a final decision issued by a court or administrative agency indicates the teacher's liability for this action, all costs of assistance rendered pursuant to this paragraph and not covered by the District's insurance carrier, shall be reimbursed by the teacher.
- F. Time lost by a teacher for consultation or court appearances in connection with any incident mentioned in D and E above shall not be charged against the teacher's sick leave.

- G. As a result of maintaining discipline, the Board will reimburse teachers for any loss, damage, or destruction of clothing or personal property, excluding vehicles, while on duty for the District, on or off school premises.

**ARTICLE 19: INSURANCE PROTECTION**

- A. The Board will provide, upon application, hospital-medical care insurance protection for each full-time teacher and his/her immediate family for the year beginning September 1 and ending August 31. The carrier shall be approved by the Board.

During the 2014-15 school year, each teacher shall contribute toward the premium for his/her health insurance coverage as required by the Publicly Funded Health Insurance Contribution Act, MCL 15.561 et seq. The monthly payment shall be made through payroll deduction and shall be deducted from the second paycheck of each month for twelve (12) months.

PLAN A

Bargaining unit employees electing health insurance shall receive Plan A to include the following benefits:

HEALTH PLAN 2014-15	BCBSM SB HSA 1250-0% \$100/\$100 deductible paid by each teacher* (*Board pays \$1,150/\$2,400 of deductible) \$0 office visit co-pay \$5/\$25/\$50 Rx co-pay
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VISION 2014-15

- |   |            |
|---|------------|
| • Complete Vision Examination Maximum                   | \$64.00    |
| • Single Vision Prescription Maximum per Pair of Lenses | \$84.00**  |
| • Bifocal Prescription Maximum per Pair of Lenses       | \$96.00**  |
| • Trifocal Prescription Maximum per Pair of Lenses      | \$120.00** |
| • Lenticular Prescription Maximum per Pair of Lenses    | \$144.00** |
| • Contact Lens Prescription Maximum per Pair of Lenses  | \$200.00** |
| • Standard-type Frames maximum                          | \$130.00   |

\*\* \$110.00 allowance each for tint, scratch coat, anti-reflective, transitional, polarization, UV coating, polycarbonate, fitting fee

BENEFIT DETERMINATION PERIOD: July 1 through June 30

SERVICE FREQUENCY:

- Vision Examination: Once every 12 months
- Lenses: Once every 12 months
- Frames: Once every 12 months

EXTERNAL COORDINATION OF BENEFITS ONLY: Not Included

(Any spouse or child who is eligible for benefits as an Employee, or who is entitled to benefits under any extension of such eligibility of benefits, is not a dependent.)

LIFE INSURANCE	2014-15	MESSA life \$25,000 with AD&D (accidental death & dismemberment)
LONG TERM DISABILITY	2014-15	66⅔%, \$5,000 monthly maximum  90 day modified fill 2 year limit on own occupation social security offsets primary and family minimum payout 5%, freeze on offsets, a/d and m/n same as any other illness, standard maternity coverage standard rehabilitation benefits pre- existing condition waiver

**PLAN B**

Bargaining unit employees not electing health insurance shall receive Plan B to include the following benefits:

HEALTH PLAN	None – In lieu of health insurance, the employee shall receive a cash amount per month equal to \$150
DENTAL	Same as Plan A
VISION	Same as Plan A
LIFE	\$30,000 with AD&D
LONG TERM DISABILITY	Same as plan A

- B. Insurance shall provide a policy to each subscribing teacher defining the coverage, limitations, and options, within thirty (30) days from the close of the open enrollment period.
- C. Teachers with an employment date before June 5, 1996 teaching 50 percent or more each day shall be eligible for full insurance benefits. Teachers hired after June 6, 1996 will receive benefits prorated based upon the percent of the teachers’ contractual day.
- D. The District agrees to maintain and implement a valid I.R.S. Section 125 Plan. Teachers not wishing to participate in the Health Insurance plan provided (i.e., those electing Plan B), may, upon written request by September 15, receive \$150 per month as per the District’s I.R.S. Section 125 Plan.

The District shall implement and make available to teachers a Flexible Spending Account for dependent care and medical care reimbursement. These accounts shall be funded by voluntary salary reductions from the participating teachers.

- E. Teachers may elect voluntary written salary reduction for the purchase of a tax- deferred annuity of their choice from the available companies jointly approved by the Association and the Board.



1. Upon employment, or a request for a change in insurance status, the Administration will provide the employee with a written copy of all necessary information regarding Board sponsored annuity programs, including a list of annuity representatives.
  2. The employee will have forty-five (45) calendar days in which to notify the Administration, in writing, of his/her decision regarding the choice of an annuity program.
  3. If a new employee notifies the Administration of his/her decision within the forty-five (45) day time period, the annuity payments will be retroactive to the initial date of employment.
  4. For a continuing employee who requests a change in insurance status, or a new employee who exceeds the forty-five (45) day notification period by failing to provide the District with the necessary written authorization for payroll adjustments, annuity payments will begin the month the employee provides notification to the Administration of his/her decision to participate in a Board sponsored annuity program.
- F. An employee's fringe benefits shall continue during the period delineated in Article 19 Section A (Plans A and B) of this Agreement.
- G. Insurance premium payments will cease the last day of the month in which termination of employment occurs, if such termination is before the end of the regular school year.
- H. In the event a teacher dies, the Board will continue payments of applicable premiums for the teacher's dependents through August 31<sup>st</sup>, providing the policy permits continued dependent coverage.
- I. Teachers on unpaid leaves of absence may continue their fringe benefit programs at their own expense. However, such continuation is subject to the requirements imposed by the respective carriers.

## **ARTICLE 20: GRIEVANCE PROCEDURE**

### **A. Definitions**

1. A grievance or complaint is defined as an alleged violation, misinterpretation, or misapplication of the expressed terms of this Agreement.
2. The term "signed" shall mean a written or stamped name of the grievant or grievants affixed to the presented grievance.

### **B. A written grievance, as required herein, shall adhere to the following conditions and shall**

1. Be presented within thirty (30) school days of the alleged violation(s).
2. Be signed by the grievant or grievants.
3. Be specific.

4. Contain a synopsis of the facts giving rise to the alleged violation.
  5. Cite the section or subsections of this contract alleged to have been violated.
  6. Contain the date of the alleged violation.
  7. Specify the relief requested.
- C. All preparation, filing, presentation, or consideration of a grievance shall be held at times other than when a teacher or participating Association representative are to be at their assigned teaching stations unless mutually agreed otherwise.
- D. Grievance Procedures. The grievant or grievants may have an Association representative present at any level.

Level 1: If a teacher believes there is a basis for a grievance, he/she shall present in writing the alleged grievance to his/her building principal within thirty (30) school days of the alleged violation. The building principal shall indicate his/her disposition of the grievance in writing within ten (10) school days after receiving the alleged grievance.

Level 2: If the teacher is not satisfied with the resolution at Level One, or if no disposition has been made within ten (10) school days of the Level One presentation, the teacher shall transmit the written grievance to the Superintendent within ten (10) school days.

Level 3: Within ten (10) school days of receipt of the written grievance, the Superintendent or his/her designee shall meet with the teacher concerning the grievance, indicate his/her disposition of the grievance in writing within ten (10) school days of such meeting, and furnish a copy thereof to the teacher.

Level 4: If the teacher is not satisfied with the disposition of the grievance by the Superintendent or his/her designee, or if no disposition has been made within ten (10) school days of such meeting, a written copy thereof shall be filed within ten (10) school days thereafter with the Board. A Board committee of three (3) members shall meet with the teacher concerning the grievance within thirty (30) school days. The Board committee shall provide a written disposition of the grievance no later than ten (10) school days thereafter. A copy of such disposition shall be furnished to the teacher.

Level 5: If the Board committee and the aggrieved teacher shall be unable to resolve any grievance, it may, within ten (10) days after the decision of the Board, be appealed to mediation with the Michigan Employment Relations Commission.

Level 6: If, after mediation, the Association is not satisfied with the disposition of the grievance, or if no disposition has been made, the grievance may be submitted to arbitration within thirty (30) school days by providing the Board written notice that arbitration will be pursued. If the parties cannot agree as to the arbitrator within ten (10) school days from the notification date that 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 preceding any new grounds, or to rely on any evidence not previously disclosed to the other party.

- E. The time limits provided in this Article shall be strictly observed but may be extended by written agreement of the parties. If a grievance is filed after May 15<sup>th</sup> of any year, and strict adherence to the time limits may result in hardship to any party, the Board shall use its best efforts to process such grievance before the end of the school term, or as soon thereafter as possible.
- F. Notwithstanding the expiration of this Agreement, any claim or grievance arising there under may be processed through the grievance procedure until resolution.
- G. It is agreed that a person having filed a complaint may withdraw said complaint at any time at his/her option, and this complaint cannot be processed further.
- H. Failure to appeal a decision at any level within the specified time limits shall be deemed as acceptance of the decision at that level.
- I. Any claim or complaint for which there is another remedial procedure or forum established by law or by regulation having the force of law, including any matter subject to the procedures specified in the Teachers' Tenure Act, shall not be the basis of any grievance filed under the procedure outlined in this Article.
- J. It shall be the function of the arbitrator, and he/she shall be empowered, except as those powers are limited below, after due investigation, to make a decision in cases of alleged violation of the specific articles and sections of this Agreement. The Arbitrator's actions and decision shall be consistent with the Michigan Uniform Arbitration Act, MCL 691.1681 et seq.
  - 1. He/she shall have no power to add to, subtract from, disregard, alter, or modify any of the terms of this Agreement.
  - 2. He/she shall have no power to establish salary structures.
  - 3. He/she shall have no power to rule on any claim or complaint for which there is another remedial procedure or forum established by law or by regulation having the force of law, including any matter subject to the procedures specified in the Teachers' Tenure Act (Act IV Public Acts, extra session, of 1937 of Michigan, as amended).
  - 4. He/she shall have no power to change any practice, policy, or rule of the Board, or to substitute his/her judgment for that of the Board as to the reasonableness of any such practice, policy, rule, or any action taken by the Board, except as it affects this Agreement. His/her powers shall be limited to deciding whether the Board has violated the express articles or sections of this Agreement, and he/she shall not imply obligations and conditions binding upon the Board from this Agreement, it being understood that any matter not specifically set forth herein remains within the reserved rights of the Board.

5. He/she shall have no power to decide any question which, under this Agreement in his/her opinion, is the responsibility of management, and shall so construe the agreement that there will be no interference with such responsibilities, except as they may be specifically conditioned by this Agreement.
6. In the event that a case is appealed to an arbitrator, upon which the arbitrator decides he/she has no power to rule, it shall be referred back to the parties, without decision or recommendation, on its merits.
7. There shall be no appeal of an arbitrator's decision if such decision is within the scope of his/her authority as set forth above. It shall be final and binding on the Association, bargaining unit employees, the employee or employees involved, and the Board.
8. The fees and expenses of the arbitrator shall be shared equally by the Board and the Association. All other expenses shall be borne by the party incurring them, and neither party shall be responsible for the expense of witnesses called by the other.

**K. Claims for Back Pay.**

1. The Board shall not be required to pay back wages more than the fiscal year in which the written grievance is filed.
2. All claims for back wages shall be limited to the amount of wages that the employee would otherwise have earned, less any unemployment or other compensation that he/she may have received from any source during the period of the back pay.
3. No decision in any one case shall require a retroactive wage adjustment in any other case.

- L. Any grievance occurring during the period between the termination date of this Agreement and the effective date of a new agreement shall not be processed under the conditions of this Agreement.

**ARTICLE 21: NEGOTIATION PROCEDURES**

- A. Representatives of the Board and the Association's bargaining committee may meet on the last working Tuesday of each month for the purpose of reviewing the administration of the contract and to resolve problems that may arise. These meetings are not intended to bypass the grievance procedure. Each party will submit to the other, on or before the Friday before the meeting, an agenda covering what they wish to discuss.

All meetings between the parties will regularly be scheduled to take place as promptly as possible at times when the teachers involved are free from assigned responsibilities, unless otherwise mutually agreed. Should such a meeting result in a mutually acceptable amendment of the Agreement, the amendment shall be subject to ratification by the Board and the Association, provided that the bargaining committee shall be empowered to effect temporary accommodations to resolve special problems.

- B. Before April 15<sup>th</sup> of the year in which the Agreement terminates, the parties shall initiate negotiations.

- C. Neither party in any negotiations shall have any control over the selection of the negotiating or bargaining representatives of the other party. The parties mutually pledge that their representatives will be vested with all necessary power and authority to make proposals, consider proposals, and make concessions in the course of negotiations. Both parties agree to submit the final Agreement for ratification to their appropriate governing bodies on the same calendar date. After ratification by both parties, their representatives shall attach their signature to the ratified Agreement within 24 hours of ratification.

There shall be three (3) signed copies of the ratified Agreement for purposes of record: one retained by the Board, one by the Association, and one by the superintendent.

- D. If the parties fail to reach an Agreement in any such negotiations, either party may invoke the mediation machinery of the State Labor Mediation Board or take any other lawful measure it may deem appropriate.
- E. This Agreement shall constitute the full and complete commitment between both parties and may be altered, changed, added to, deleted from, or modified as set forth in Article 21, Section A.
- F. Any individual contract between the Board and an individual teacher heretofore executed shall be subject to and consistent with the terms and conditions of this Agreement. Any individual contract shall be expressly made subject to and consistent with the terms of this or subsequent Agreements to be executed by the parties. This Agreement, during its duration, shall be controlling, if an individual contract contains any language inconsistent with this Agreement.
- G. This Agreement shall supersede all previous agreements, verbal or written, or based on alleged past practices of the Board or the Association, which shall be contrary to or inconsistent with its terms.
- H. If any provisions of this Agreement or any application of the agreement to any employee or group of employees shall be found contrary to law, such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

## **ARTICLE 22: REDUCTION IN FORCE**

It is specifically recognized that it is within the sole discretion of the Laingsburg Board of Education to reduce educational programs, curriculum, and staff.

## **ARTICLE 23: SCHOOL IMPROVEMENT**

- A. The provisions contained in this Article shall apply to all School Improvement Plans (SIP), their processes, and/or components.
- B. District and/or building level committees will be responsible for the development and implementation of the SIP. Such committees will determine their own decision making process.
- C. Any participation in a SIP committee, whether in full or in part, shall be voluntary.

- D. In the event that any provision(s) of a SIP or application thereof violates, contradicts, or is inconsistent with this Agreement, this Agreement shall prevail unless mutually agreed in writing by the Board and the Association.
- E. To the extent any proposed element of the SIP conflicts with this terms of the Agreement, the identified provisions will be subject to renegotiations at the request of either party.

**ARTICLE 24: LEAST RESTRICTIVE ENVIRONMENT (LRE)/INCLUSIVE EDUCATION**

A. The following conditions shall apply to the placement of children assigned to regular education classrooms who are identified in ways such as medical fragile, OHI (Otherwise Health Impaired), EMI, SXI, TMI, SMI, autism spectrum disorder, visually or hearing impaired:

1. Any bargaining unit employee who will be providing instructional or other services to a special needs student in a regular education classroom setting shall be invited to participate in the IEP Team meeting(s) which may initially place or continue placement of, a student in a regular education classroom.

In instances where it is not possible to identify, in advance of IEP Team meetings, general education teachers who ultimately will have special needs students assigned to their classrooms, meetings will be convened with such general education teachers as soon as possible following the beginning of the school year.

2. If any bargaining unit employee advises the employer, in writing, of a reasonable basis to believe problems exist in the implementation of a special needs student's current IEP, which are negatively impacting the student's educational progress, and/or impeding the learning progress of non-special needs students in the same placement, the bargaining unit employee shall have the right to call for a meeting with the appropriate administrator to discuss the problem and possible resolutions.
3. The district will provide whatever the IEP Team specifies as it pertains to providing all supplemental aids, support personnel, and other related services necessary to satisfactorily educate the student in the regular education class.
4. In-service training regarding the instruction and/or behavior of special needs students in the regular education classroom setting will be provided as agreed to by the teacher and the building administrator.
5. The current class size teaching load of a teacher shall be taken into consideration before the placement of a special needs student in his/her classroom.
6. No bargaining unit employee shall be required to provide school health services {defined as an act or function constituting the "Practice of Medicine" within the meaning of the Public Health Code (MCL 333.17001)}, except in life threatening circumstances. Bargaining unit employees will be advised of the steps to be taken in the event an emergency arises related to the student's medical condition.

## **ARTICLE 25: MASTER/MENTOR TEACHER PROGRAM**

- A. Master/Mentor teacher is an experienced educator and, as part of his/her assignment, has agreed to accept the role of providing professional support, instruction, and guidance to a beginning teacher/mentee, in the same or similar field of practice or certification.
- B. The mentor – mentee assignment shall adhere to the following conditions:
  - 1. Participation as a mentor shall be voluntary on a case by case basis.
  - 2. Probationary teacher/mentor assignments shall be made by the administration.
  - 3. Reasonable efforts will be made to establish probationary teacher/mentor matches in the same building and in the same or similar specialty of area of certification.
  - 4. The mentor teacher assignment shall be for one (1) year subject to review by the mentor and mentee after six (6) months, at which time either party may request termination of the relationship. The appointment may be renewed in succeeding years.
- C. The mentor shall receive mentor training and participate in experiences which prepare him/her for his/her role and responsibilities. Such training will be at District expense.
- D. In addition to the probationary teacher's responsibilities under the school calendar (Appendix C) the probationary teacher is responsible to attend at least fifteen (15) days of professional development during the first three (3) years of their probationary period.
- E. Released time will be granted with the approval of the principal.
- F. Mentor Teacher Guidelines
  - 1. Performance Responsibilities of Mentor Teachers

As outlined in the Mentoring Checklist (Appendix E), a Mentor Teacher will:

    - a. Share information with new/beginning teachers related to school or District procedures, guidelines, and expectations.
    - b. Link new/beginning teachers to appropriate resources, both human and material.
  - 2. Qualifications for a Mentor Teacher
    - a. A tenured, Highly Qualified, practicing classroom teacher.
    - b. Excellent classroom teaching abilities.
    - c. A commitment to education as a profession.

- d. A willingness to expand his/her teaching responsibilities.
- e. Willingness to enhance or build upon his/her mentoring skills.
- f. Reflective and analytical practices about his/her teaching abilities.
- g. Good problem solving abilities.
- h. A wise and caring attitude.
- i. An appreciation for differences in style and background of students and colleagues.
- j. A sensitivity and responsiveness to ideas of others.
- k. Skills in leadership, communication, planning, organizing, and managing work.
- l. Knowledge of organizational structures, social norms, policies, and procedures.
- m. A high level of integrity, sense of humor, and ability to serve as a catalyst for change.

### 3. Selection and Procedural Issues

- a. A master list will be created in each building listing qualified teachers interested in becoming a mentor teacher.
- b. The Mentoring Checklist must be completed, dated, and initialed by the Mentor and Mentee when each item is completed. All items must be completed before mentoring pay will be authorized.
- c. A meeting date to pair the Mentor and Mentee will be established no later than two full weeks after the Mentee's date of hire. The pairing of the Mentor and Mentee will be established no later than the end of the first full week of school.
- d. Mentors may not have more than one Mentee at any time.
- e. Mentors will be chosen after the building principal convenes and documents a meeting with at least three (3) employees present, who are not current Mentor candidates for the specific Mentee, for input into choosing a suitable Mentor/Mentee pairing. The final decision of the Mentor/Mentee pairing will be made by the building principal.

### **ARTICLE 26: DURATION OF AGREEMENT**

This Agreement shall be effective as of September 17, 2014 and shall continue in effect until the 30<sup>th</sup> day of June 2016, with an opener for insurance and calendar for 2015. The Association agrees to notify the Superintendent in writing sometime after February 1, 2015, that it would like to review insurance options. This Agreement shall not be extended orally, and it is expressly understood that it shall expire on the date indicated.



**APPENDIX A: 2014-15 and 2015-16 SALARY SCHEDULE**

<b>Step</b>	<b>BA</b>	<b>BA+20</b>	<b>MA</b>	<b>MA+20</b>
1	35,939	37,116	38,586	39,744
2	37,771	38,862	40,447	41,662
3	38,860	40,050	41,927	43,184
4	40,445	41,635	43,546	44,852
5	42,038	43,238	45,125	46,482
6		45,527	48,028	49,468
7		48,225	50,524	52,039
8		49,717	52,074	53,636
9		51,209	53,624	55,234
10		52,972	55,539	57,207
11		54,735	57,455	59,180
12		56,235	58,981	60,753
13		57,735	60,506	62,324
14		59,235	62,031	63,895
15		61,342	64,192	66,121

Bargaining unit employees move one (1) step only for the 2014-2015 school year (with the noted exceptions at Steps 8 and 9), and one (1) step only for 2015-2016 school year. Eligible employees will also move lanes. As required by PERA Section 15b, any wage increase is not retroactive and will be effective for the first payroll after ratification by the Board of Education.

An emergency manager appointed under the Local Financial Stability and Choice Act has the authority to reject, modify, or terminate this Agreement as provided in that Act.

BOARD OF EDUCATION

EDUCATION ASSOCIATION

by Marquise Hayes 9/17/14 by  
President

Steven J. Esterling  
President

by [Signature]  
Secretary

by [Signature]  
Secretary

## APPENDIX B: EXTRA PAY FOR EXTRA DUTIES

### Regulations Governing Placement of Salary for Schedule B Positions

1. Percentages apply to the BA salary schedule for steps 1 through 5, and BA+20 for steps 6 through 15, as outlined in Appendix A, with the appropriate step based on years of experience in the activity. Staff members who are at BA+20 step 10 prior to the 2014-15 school year will be placed at BA+20 step 15, staff members at BA+20 step 9 prior to the 2014-15 school year will be placed at BA+20 step 11 and staff members at BA+20 step 8 prior to the 2014-15 school year will be placed at BA+20 step 9.
2. Full credit for experience will be given on the salary schedule for the same or a related position. For compensation purposes no more than one (1) year of experience can be granted in a given sport in a school year.
3. It is understood that the percentages assigned for the positions not filled will not be used under terms of this Agreement.
4. It is expressly understood that the employment of persons to fill the extra-curricular positions lies within the discretion of the Board.
5. Non-staff position percentages are based on Step 1 of the BA salary schedule.

<b>Assignment</b>	<b>Percentage</b>
M.S. – A. D.	5%

#### **FALL SPORTS**

Varsity Football	11%
Asst. Var. Football	7½%
JV Football	7½%
Asst. Football (2)	6%
H.S. Cross Country	7%
M.S. Cross Country	1½%
Boys Var. Soccer	8%
Boys JV Soccer	6%
Girls Var. Volleyball	8%
Girls JV Volleyball	6%
Girls 9 <sup>th</sup> Volleyball	5½%
Girls 8 <sup>th</sup> Volleyball	5%
Girls 7 <sup>th</sup> Volleyball	5%
HS Var. Cheer	5%

#### **WINTER SPORTS**

Wrestling	8%
Girls Var. Basketball	11%
Girls JV Basketball	7½%
Girls 9 <sup>th</sup> Basketball	7%
Girls 8 <sup>th</sup> Basketball	5½%

Girls 7 <sup>th</sup> Basketball	5½%
Boys Var. Basketball	11%
Boys JV Basketball	7½%
Boys 9 <sup>th</sup> Basketball	7%
Boys 8 <sup>th</sup> Basketball	5½%
Boys 7 <sup>th</sup> Basketball	5½%
HS Var. Cheer	5%
Winter Competition	2%
MS Cheer	3%

**SPRING SPORTS**

Boys/Girls Track	11%
(Optional) Boys/Girls*	7% separate
Asst. Track	4%
(3 Assistants)	
* 2 Assts. separate head coaches	
Boys Var. Baseball	9½%
Boys JV Baseball	6½%
Girls Var. Softball	9½%
Girls JV Softball	6½%
Girls Varsity Soccer	8%
Girls JV Soccer	6%
Golf	6½%

**CLASS ADVISORS**

Senior Class	3¾%
Junior Class	3¾%
Sophomore Class	2½%
Freshmen Class	2%

**ACADEMICS**

Quiz Bowl	2½%
Science Olympiad	1½%

**CLUBS**

DECA	5%
Foreign Exchange	1½%
NHS	2½%
H.S. Student Council	5%
M.S. Student Council	5%
Publications	6%

**DRAMA & FINE ARTS**

Spring Musical	
Director	6%
Music Director	4%
Asst. Director	1½%
Technical Assistants (3)	1%
3 Act Play	2%
Band	11%
Choral Director	3½%

**OTHERS**

Summer FFA	20%
M.S. FFA Advisor	3%
Homecoming	1%
Tech. Support (3)	5%
Title I Coordinator	1¾%
Cafeteria/Recess Supervisor	1%
Driver Education (per hour)	\$25.00

**CURRICULUM**

Teacher-In-Charge	\$21.40/hr
Teacher-In-Service	\$20.76/hr
Curriculum Development	\$20.12/hr
per hour)	

**MASTER/MENTOR PROGRAM**

	Stipend
First Year	\$650
Second Year	\$400
Third Year	\$400

Mentors shall be responsible for keeping track of mentoring activities on the Mentoring Checklist found in Appendix D of the Collective Bargaining Agreement. The completed form shall be submitted to the building principal before processing the stipend payment.

## APPENDIX C: 2014-2015 CALENDAR

Aug. 25, 26 & 28	District Professional Development	
Sept. 1	Labor Day - No School	
Sept. 2	First Day of School (Full Day)	
Oct. 17	½ students (am) ½ PD (pm)	
Oct. 31	End of Term 1	44 days
Nov. 26, 27 & 28	Thanksgiving Break - No School	
Dec. 22-Jan. 2	Winter Break - No School	
Jan. 16	½ students (am) ½ teacher records (pm)	43 days
Jan. 19	MLK - No School	
Feb. 13-16	Mid Winter Break - No School	
Mar. 4	½ students (am) ½ PD (pm)	
Mar. 20	End of Term 3	42 days
Apr. 3	Good Friday - No School	
Apr. 6-10	Spring Break - No School	
May 15	District Professional Development - No School	
May 25	Memorial Day - No School	
Jun. 4 & 5	½ students (am) ½ teacher records (pm)	46 days

**Total:** 175 student days and 5 PD days. If a teacher cannot attend a District-scheduled professional development, the District will provide a substitute and a maximum of one hundred dollars (\$100) in registration fees, said days will need prior approval from a building administrator and must meet the needs of the District school improvement plan.

On half days dedicated to records at the end of each of the semesters, teachers may leave after completing responsibilities and following the District's check-out procedures including approval from the building administrator, with the understanding that teachers exercise sound professional judgment in using the instructional time leading up to the end of the term.

### Requirements:

The minimum number of student instructional days is 175 for 2014/15

Each district shall provide at least 1098 hours for 2014/15

# of ½ days (5) x 189 minutes = 945

# of full days (170) x 382 minutes = 64,940

65,885 minutes / 60minutes = 1098.08 hours

## APPENDIX D: MENTORING CHECKLIST

Mentor and mentee should discuss this list and prepare a tentative schedule for the mentee to insure all topics are covered in a timely manner. An effort was made to present topics during its logical 'season' but feel free to revise the timing and sequence of them.

The mentor and mentee should initial each item when it is completed. This document must be completed and turned into the building administrator who will submit it to payroll for payment of the appropriate Schedule B amount.

### AUGUST/SEPTEMBER

#### The School and Its People

- \_\_\_ Arrange for the mentee to meet with the business manager, principal, and union representative for introductions and general information.
- \_\_\_ Meet grade level/department personnel and key resource people (team leader, dept. chair, mentor, librarian, office staff, aides, athletic director, secretaries, counselor, custodian)
- \_\_\_ Review the physical setup of the school and location of facilities like the copy machines, staff rest room, lounge, phones, professional library, and AV materials.
- \_\_\_ Ask about procedures for lunch, coffee, food storage, and flower fund.
- \_\_\_ Obtain a copy of class/teacher/student/schedules, and extra duty responsibilities.
- \_\_\_ Learn the process for calling and preparing for a substitute teacher in case of illness, conference, or emergency.

#### Materials

- \_\_\_ Acquire copies of school materials such as the faculty and student handbooks, master agreement, school calendar, school floor plan, bell schedules, and etc
- \_\_\_ Acquire course guides, curriculum guides, class outlines, syllabi, curriculum documents, goal statements (for each subject assigned)
- \_\_\_ Ask department/grade level personnel for details about particular units, texts, testing policies
- \_\_\_ Locate textbooks and supplementary materials for assigned subjects.
- \_\_\_ Learn the correct process for obtaining supplies.
- \_\_\_ Acquire technology equipment if applicable.

## **Teaching**

- \_\_\_ Acquire and become familiar with district curriculum for your subject area(s). (Mi- Climb, flip charts, State Standards and Benchmarks)

## **Classroom Management**

- \_\_\_ Become acquainted with the District and school philosophy and policies about discipline.
- \_\_\_ Formulate standards for student behavior in your classroom.
- \_\_\_ Establish a set of procedures for classroom routines (passing out materials, taking attendance, collecting assignments, and loaning pencils/books to students.) Read Harry Wong's book "The First Days of School". (See your principal for a copy)
- \_\_\_ Set up the classroom (seating arrangements, supplies area, assignment baskets, and bulletin boards.) View Fred Jones videotapes (see your principal for them)

## **Planning**

- \_\_\_ Develop long-range general instructional plans for the first quarter (units, time lines, AV orders) Be aware of due dates for progress reports and grades.
- \_\_\_ Choose a workable plan book format.
- \_\_\_ Prepare substitute teacher folder/ lesson plans.
- \_\_\_ Outline specific first-week lesson plans.
- \_\_\_ Locate and review your fire/emergency/evacuation/crisis plans.

## **Grades and Records**

- \_\_\_ Prepare and distribute course descriptions /syllabi.
- \_\_\_ Become acquainted with school and District philosophy/policies regarding grading, homework, attendance, and progress reports.
- \_\_\_ Set up a grade book that includes all necessary areas: daily grades, test grades, enrollment and drop codes, and specific dates.
- \_\_\_ Develop a system of keeping track of parent contacts, discipline referrals.
- \_\_\_ Learn the building attendance system. Learn how to use the electronic student information system if appropriate.



## **Community Relations**

- \_\_\_ Discuss ways to communicate with parents on a regular basis.
- \_\_\_ Become aware of the many ways parents are involved with the school, i.e., volunteers, parent clubs, local school advisory committees.
- \_\_\_ Attend a School Board meeting and meet Board members.

## **Professional Development**

- \_\_\_ Attend new/beginning teacher meetings sponsored by the District.
- \_\_\_ Learn about professional development requirements/opportunities, funding availability and how to acquire a substitute teacher if needed. You should also identify and discuss any other relevant meetings with your mentor.
- \_\_\_ The mentee should meet with his/her principal to develop their Individualized Development Plan and review the IDP with their mentor.

## **OCTOBER/NOVEMBER/DECEMBER**

### **School Schedule**

- \_\_\_ Review snow day, fog delay, and other emergency procedures
- \_\_\_ Review calendar and discuss proper use of teacher planning and professional development days.
- \_\_\_ Discuss effective techniques for open house parent conferences and other meetings with the public.
- \_\_\_ Find out about holiday preparations i.e. decorations, parties, projects, & assemblies
- \_\_\_ Discuss District expectations for attendance at events/duties outside of the regular school day.
- \_\_\_ Discuss the importance of being part of the school community by participating in student activities.

## **Student Progress**

- \_\_\_ Check the time lines, format, and procedures for reporting student progress.
- \_\_\_ Learn about student assessment, records, and grading procedures.
- \_\_\_ Become acquainted with the available student support services. (Study hall, 504 plans, counseling, RESD support, title programs, & Sp. Ed.)
- \_\_\_ Learn about student referral procedures (See the counselor and Principal)

## **Professional Development**

- \_\_\_ Review progress toward professional development requirements and discuss P.D. opportunities.
- \_\_\_ Locate the Board Policy Manual and discuss it with your principal.
- \_\_\_ Become familiar with (review) the State standards and benchmarks for your curriculum.

## **Reflection**

- \_\_\_ Review your IDP and obtain a copy of the teacher evaluation form.
- \_\_\_ Discuss what has worked and what has not worked i.e. lesson presentation, student/class management, classroom routines and procedures, and assessment techniques.
- \_\_\_ Mentor should schedule times to observe their mentee and arrange times for the mentee to observe other teachers.
- \_\_\_ Consider having students give feedback to mentee for professional growth

## **JANUARY**

### **End of First Semester**

- \_\_\_ Record semester grades/report cards.
- \_\_\_ Prepare long – range general plans for second semester
- \_\_\_ Streamline planning activities and assembling instructional materials.
- \_\_\_ Make plans for spring break
- \_\_\_ Meet with the MEAP coordinator
- \_\_\_ Discuss the concept of the ‘rhythm’ of a typical school year with your mentor – highs, lows, and busy times.

## **FEBRUARY/MARCH/APRIL**

### **School Schedule**

- Prepare for parent – teacher conferences
- Discuss intervention strategies for struggling students
- Attend professional development activities and update your P.D. record form.

### **Standardized Testing**

- Examine copies of testing materials and the teacher editions
- Know the school's testing schedule and the teacher's role in administering the tests.
- Become aware of the test data and how you will be expected to interpret it.
- Discuss NCLB's "Adequate Yearly Progress" with your Principal.

## **MAY/JUNE**

### **School Schedule**

- Learn about school/District policies and practices regarding special end-of year activities
- Find out about school schedule for the final weeks of school.
- Discuss year-end student management challenges.

### **Closing School**

- Review teacher checkout list for the end of the school year.
- Store and/or return materials and equipment to their proper place.
- Collect, inventory, and store student textbooks
- Assess student fines and fees.
- Prepare your supplies and book orders for the upcoming year.
- Celebrate the successful end of your first year of teaching.

## **SUMMER**

### **Professional Development Pursuits**

- Take summer workshops, coursework, and verify certification requirements.
- Refine instructional plans to be delivered again.

### **Reflections**

- Consider any revisions in your IDP for next year.
- Reflect on what has worked and what has not worked the past school year in the areas of instruction, discipline, classroom management, professional relationships, and parent/community relations.