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### SECTION 1.1 - STATEMENT OF AGREEMENT

- A. This Agreement is entered into this first day of September 2005 and remaining in effect until the last day of August 2008, by and between the Littlefield Education Association (LEA) as represented by the Northern Michigan Education Association/MEA/NEA, hereafter called the Association and the Littlefield Public School Board of Education, Alanson, Michigan, hereafter called the Board. The signatories shall be sole parties to this Agreement.

### SECTION 1.2 - WITNESSTH

- A. Whereas the Board and the Association recognize and declare that providing a quality education for the children of Littlefield is their mutual aim and that the character of such education depends predominantly upon the quality of the teaching service and,
- B. Whereas the members of the teaching profession are particularly qualified to assist in formulating policies and programs designed to improve educational standards and,
- C. Whereas the Board has a statutory obligation, pursuant to the Public Employment Relations Act, Act 336 of the Public Acts of 1947, as amended, to bargain with the Association as the representative of its teaching personnel with respect to hours, wages, terms and conditions of employment; and,
- D. Whereas the parties have reached certain understandings which they desire to confirm in this Agreement,

In consideration of the following mutual covenants, IT IS AGREED AS FOLLOWS:

### SECTION 1.3 - RECOGNITION

- A. The Board hereby recognizes the Northern Michigan Education Association/MEA/NEA as the exclusive bargaining representative for the following certified personnel employed by the Board: all elementary and secondary teachers, including counselors and librarians. Excluded are all administrative, executive, supervisory and non-certified personnel, as well as per diem substitutes.
- B. The Board agrees not to negotiate with or recognize any teachers' organization other than the Association for the duration of this Agreement.

SECTION 1.4 - DURATION OF AGREEMENT

- A. This Agreement shall be effective September 1, 2005 and shall continue in effect until August 31, 2008. Negotiations between the parties shall begin at a reasonable time prior to expiration of this Agreement upon the request of either party. If, pursuant to such negotiations, an agreement on the renewal or modification is not reached prior to the expiration date, this Agreement shall expire at such expiration date unless it is extended for a specific period or periods by mutual written agreement of the parties.

NORTHERN MICHIGAN EDUCATION ASSOCIATION

LITTLEFIELD BOARD OF EDUCATION

By \_\_\_\_\_  
Its President

By \_\_\_\_\_  
Its President

By \_\_\_\_\_  
Its Chairperson

By \_\_\_\_\_  
Its V-President

By \_\_\_\_\_  
Its Spokesperson

By \_\_\_\_\_  
Its Treasurer

By \_\_\_\_\_  
Its Uniserve Coordinator

By \_\_\_\_\_  
Its Secretary

By \_\_\_\_\_  
Its NMEA/MEA/NEA Chairperson

By \_\_\_\_\_  
Its Trustee

By \_\_\_\_\_  
Its Member

By \_\_\_\_\_  
Its Trustee

By \_\_\_\_\_  
Its Member

By \_\_\_\_\_  
Its Trustee

By \_\_\_\_\_  
Its Superintendent

DATED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_\_.

SECTION 1.5 - MAINTENANCE OF STANDARDS

- A. All conditions of employment, including teaching hours, extra compensation for duties outside regular teaching hours, relief periods, leave and general teaching conditions shall be maintained at not less than the highest minimum standards in effect in the district at the time this Agreement is signed, provided such conditions shall be improved for the benefit of teachers as required by the express provisions of this Agreement. This Agreement shall not be interpreted or applied to deprive teachers of professional advantages heretofore employed unless expressly stated herein.
- B. The duties of any teacher or the responsibilities of any position in the bargaining unit will not be substantially altered or increased without prior negotiation with the Association.

SECTION 1.6 - CONTINUITY OF OPERATIONS

- A. Both parties recognize the desirability of continuous and uninterrupted operation of the instructional program during the normal school year and the avoidance of disputes which threaten to interfere with such operations. Since the parties are establishing a comprehensive grievance procedure under which unresolved disputes may be settled by an impartial third party, the parties have removed the basic cause of work interruptions during the period of this Agreement.
- B. If a regularly scheduled day of instruction is canceled, bargaining unit members will not be required to report to work.

SECTION 1.7 - PROFESSIONAL DUES OR FEES AND PAYROLL DEDUCTION

- A. Any teacher who is a member of this Association, or who has applied for membership, may sign and deliver to the Board an assignment authorizing deduction of membership dues in the Association, including the MEA and NEA. Such authorization shall continue in effect from year to year until revoked in writing between June 1 and September 1 of any year. Pursuant to such authorization, the Board shall deduct one-tenth of such dues from the second regular salary check of the teacher each month for ten months, beginning in September and ending in June of each year. Deductions for teachers employed after the commencement of the school year shall be appropriately prorated to complete payments by the following June. Payroll deductions which go for political activities shall require yearly affirmative consent of the deductee prior to the first pay period in September.
- B. The Board agrees to promptly remit to the Association all sums deducted to the Board pursuant to authorization of the employee, whether for membership dues or fees for legally permissible representation fees.
- C. Upon appropriate written authorization from the teacher, the Board shall deduct from the salary of any teacher and make appropriate remittance for annuities, credit union, savings bonds, charitable donations, or any other plans or programs jointly approved by the Association and the Board.

#### SECTION 1.8 - FINANCIAL RESPONSIBILITY

- A. The Board agrees it shall be a condition of employment that all teachers who are presently employed, all teachers who hereafter become Association members, and all new teachers employed after June 30, 1977 shall do the following:
- B. Sign and deliver to the Board an assignment authorizing deduction of membership dues of the Association and such authorization shall continue in effect from year to year unless revoked in writing; or
1. Cause to be paid to the Association a legally permissible representation fee. Pursuant to Chicago Teachers Union v Hudson, 106 S Ct 1066 (1986), the Union has established a "Policy Regarding Objections to Political-Ideological Expenditures." That Policy, and the administrative procedures (including the timetable for payment) pursuant thereto, applies only to non-union bargaining unit members. The remedies set forth in that Policy shall be exclusive, and unless and until such procedures, including any administrative or judicial review there, shall have been availed of and exhausted, no dispute, claim or complaint by an objective bargaining unit member concerning the application and interpretation of this Article shall be subject to the grievance procedure set forth in this Agreement, or any other administrative or judicial procedure.
- C. In the event the representation fee shall not be paid, the Board, upon receiving a written and signed complaint from the Association indicating the teacher has failed to comply with this condition, shall process said complaint in accordance with the Teacher Tenure Act, the charging party being the Association.
1. If said teacher is a tenure teacher or in the event the teacher is a probationary teacher, the Board shall immediately notify said teacher his/her service shall be discontinued at the end of the then current semester unless prior to employing a replacement teacher, the Board of Education shall receive written notification from the Association and the teacher that said dues have been paid in full and said complaint is withdrawn.
  2. It is expressly understood that in the event the Board shall hire a new teacher to replace a probationary teacher under the terms of this Article, then and in the event neither the Association nor the teacher shall have the right to withdraw said complaint, it being recognized by the Association and any teacher employed under the terms of this contract, that the Board has a reasonable right to proceed to replace a teacher against whom charges have been filed hereunder.
  3. The refusal of said teacher to contribute fairly to the cost of negotiation and administration of this and subsequent Agreements is recognized as just and reasonable cause for the Board of Education.
  4. The Association agrees to indemnify and save the Board, including each individual school board member, harmless against any and all claims, demands, costs, suits, or other forms of liability including back pay and all court or administrative agency costs that may arise out of, or by reason of action by the Board for the purpose of complying with this Agreement.

#### SECTION 1.9 - SCHOOL CALENDAR

- A. For the term of this Agreement the school calendar shall be set forth in Section 6.4. There shall be no deviation from or change in the school calendar except by mutual agreement of the Board and the Association.

#### SECTION 1.10 - PROFESSIONAL GRIEVANCE PROCEDURE

- A. A grievance is a claim by a teacher or the Association that there has been a violation, misinterpretation or misapplication of any provision of this Agreement. Said grievance may be processed by the following procedure.
- B. In the event that a teacher believes there is a basis for a grievance, he/she shall first discuss the alleged grievance with the Superintendent either personally or accompanied by the Association representative within fifteen (15) school days of

the alleged grievance. Within eight (8) school days after discussion of the grievance, the Superintendent shall give the disposition orally to the teacher and association.

- C. If the grievance is not resolved informally, the teacher shall, within seven (7) school days of receipt of the Superintendent's disposition, invoke the formal grievance procedure in Section 6.3 signed by the grievant and a representative of the Association, which form shall be available from the Association representative in each building. A copy of the grievance form shall be delivered to the Superintendent.
- D. Within five (5) school days of receipt of the grievance, the Superintendent shall meet with the Association in an effort to resolve the grievance. The Superintendent shall indicate his/her disposition of the grievance in writing within five (5) school days of such meeting and shall furnish a copy thereof to the Association.
- E. If the Association is not satisfied with the disposition of the grievance by the superintendent or if no disposition has been made within five (5) school days of such meeting [or ten (10) school days from the date of the original filing, whichever shall be later], the grievance shall be taken to mediation as provided by the Michigan Employment Relations Commission. It is agreed that three members of the Board of Education will be assigned by the Board to participate in the mediation process. The parties may, by mutual written agreement, move the grievance from the superintendent's decision directly to arbitration.
- F. If the grievance remains unresolved, it may be submitted for binding arbitration by the Association, provided that written notice for submission to arbitration is delivered to the Board of Education/Designee within twenty (20) school days of the date of the final meeting of the parties with the mediator. Following the written notice of request for submission to binding arbitration, the parties will meet within ten (10) school days in an attempt to mutually select an arbitrator. If the parties cannot agree, the arbitrator shall be selected by the American Arbitration Association in accord with its rules which shall likewise govern the arbitration proceeding. The Board and the Association shall not be permitted to assert in such arbitration proceeding any ground or to rely on any evidence not previously disclosed to the other party. The arbitrator shall have no power to alter, add to, or subtract from the terms of this Agreement. Both parties agree to be bound by the award of the arbitrator and agree that judgment thereon may not be entered in any court of competent jurisdiction.
- G. The fees and expenses of the arbitrator shall be shared equally by the parties.
- H. The arbitrator shall have no power in the termination of services of or failure to re-employ any probationary teacher unless the discharge is for Association activities.
- I. The time limits provided in this Article shall be strictly observed but may be extended by written agreement of the parties. In the event a grievance is filed after May 15th 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 prior to the end of the school term or as soon thereafter as possible.
- J. Notwithstanding the expiration of this Agreement, any claim or grievance arising thereunder may be processed through the grievance procedure until resolution.

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

1. The termination of services or failure to re-employ any teacher to a position on the extra-curricular schedule;

The powers of the arbitrator are subject to the following limitations:

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 decide any question which, under this agreement, is within the responsibility of the administration to decide. In rendering decisions, an arbitrator shall give due regard to the responsibility of administration and shall so construe the agreement that there will be no interference with such responsibilities, except as they may be specifically conditioned by the agreement.
3. He/she shall have no power to interpret state or federal law.

4. He/she shall not hear any grievance previously barred from the scope of the grievance procedure.
5. More than one grievance may not be considered by the arbitrator at the same time except upon expressed written mutual consent of the parties and then only if they are of similar nature.
6. Where no wage loss has been caused by the action of the board complained of, the board shall be under no obligation to make monetary adjustments and the arbitrator shall have no power to order one.
7. Arbitration awards of grievance settlements will not be made retroactive beyond the date of the occurrence or non-occurrence of the event upon which the grievance is based.

#### SECTION 1.11 - NEGOTIATION PROCEDURE

- A. When requested by either party, representatives of the Board and Association bargaining teams shall meet within ten (10) school days to review the administration of the contract and resolve problems that may arise. These meetings are not intended to by-pass the grievance procedure. Two (2) school days prior to the meeting, each party will submit an agenda of what is planned to be discussed. Should the meeting result in a mutually acceptable amendment, it shall be submitted to the Board and Association for ratification. The Bargaining committee shall have power to effect temporary accommodation to resolve special problems.
- B. When the parties mutually agree to negotiate during regular school hours, release time shall be provided for the Association negotiating committee. The Association shall reimburse the district for the cost of the substitute(s) for the Association negotiating team.
- C. The parties mutually pledge that their representatives will be clothed with all necessary power and authority to make proposals, consider proposals, and make concessions in the course of negotiations. A signed copy of any final Agreement shall be retained by the Board, Association, and the superintendent.

#### SECTION 2.1 - VACANCIES, PROMOTIONS AND TRANSFERS

- A. The right of determination of teacher employment and assignment is vested in the Board of Education, or its designated representative.
- B. The Board recognizes that it is desirable in making assignments to consider the interests and aspirations of its teachers. Requests by a teacher for transfer to a different class or position shall be made in writing, one copy shall be filed with the Association and one copy shall be filed with the superintendent. The application shall set forth the reasons for transfer, the school, grade or position sought, and the applicant's academic qualifications. Such requests will be reviewed once each year to assure active consideration by the Board or its designated representative.
- C. The Association recognizes that when vacancies occur during the school year it may be difficult to fill them from within the district without undue disruption to the existing instructional program. If the superintendent in his/her reasonable judgment so determines, such a vacancy may be filled on a temporary or tentative basis until the end of the normal school year, at which time the position will be considered vacant.
- D. Vacancies in the school district shall be posted internally for a period of 10 days except the period from June 1 to the start of school. During that period vacancies may be simultaneously posted internally and externally. Teachers covered by this agreement shall be given first consideration for filling vacancies provided their certifications or qualifications are equal to or better than the position's requirements. If no interest is shown from teachers covered by this agreement or if the certifications and qualifications (i.e. Drivers Education, etc.) necessary to do the work are not met, the manner in which the job will be filled will be at the discretion of the Board. New hires may be required to meet N.C.A. standards. The District reserves the right to fill vacancies with the most qualified applicant.
- E. Vacancies as above described, shall be posted in the staff lounge or at the mailboxes, or in the summer by mail to all members of the association, with a copy being sent to the Association president. Vacancies shall be posted at least ten

- (10) days prior to the position being filled. Bargaining unit members may apply for such positions by submitting a written application to the administrator designated on the posting.

Bargaining unit members shall be given first opportunity to bid on all vacancies.

- F. "Service" in the district, for purposes of this Agreement, shall mean continuous service, irrespective of tenure status, and shall include all periods when the teacher was on sabbatical or professional leaves of absence.
- G. An involuntary transfer will be made only in cases of emergency or to prevent undue disruption of the instructional program. The superintendent shall notify the affected teacher and the Association of the reason for such transfer. If the teacher objects to such transfer for the reasons given, the dispute may be resolved through the professional grievance procedure which shall end with the Superintendent. The Superintendent shall render a decision on the dispute which will be final. Definitions: TRANSFER--Moving from secondary (grades 6-12) to elementary (grades K-5) or elementary to secondary. ASSIGNMENT--Change of course of instruction in the secondary, or change of grade level within the elementary.
- H. Any teacher who shall be transferred to a supervisory or executive position and shall later return to a teacher status shall be entitled to retain such rights as he/she may have had under this Agreement prior to such transfer to supervisory or executive status.

#### SECTION 2.2 - ASSOCIATION AND TEACHER RIGHTS

- A. The Northern Michigan Education Association is affiliated with the Michigan Education Association, hereafter called the MEA and the National Education Association, hereafter called the NEA.
- B. Pursuant to the Michigan Public Employment Relations Act, the Board hereby agrees that every teacher shall have the right freely to organize, join and support the Association for the purpose of engaging in collective bargaining or negotiation and other lawful concerted activities for mutual aid and protection. As a duly elected body exercising governmental power under color of law of the state of Michigan, the board undertakes and agrees it will not directly or indirectly discourage, deprive or coerce any teacher in the enjoyment of any rights conferred by the Act or other laws of Michigan or the constitutions of Michigan or the United States; that it will not discriminate against any teacher with respect to hours, wages, or any terms or conditions of employment by reason of his/her membership in the Association, his/her participation in any lawful activities of the Association or collective professional negotiations with the Board, or his/her institution of any grievance, complaint or proceeding under this Agreement, or otherwise with respect to any terms or conditions of employment.
- C. Nothing contained herein shall be construed to deny or restrict to any teacher rights he/she may have under the Michigan General School Laws or other applicable laws and regulations. The rights granted to teachers hereunder shall be deemed to be in addition to those provided elsewhere.
- D. The Association and its representatives shall have the right to use school buildings at all reasonable hours for meetings, provided that when special custodial service is required, the Board may make reasonable charges; therefore, no charge shall be made for use of school rooms before the commencement of the school day, nor until 6:00 P.M.
- E. Duly authorized representatives of the Association and their respective affiliates shall be permitted to transact official Association business on school property at all reasonable times, provided that this shall not interfere with or interrupt normal school operations.
- F. The Association shall have the right to use school facilities and equipment, including typewriters, computers, printers, e-mail and other duplicating equipment, calculating machines, and all types of audio/visual equipment at reasonable times, when such equipment is not otherwise in use. The Association shall pay for the reasonable cost of all materials and supplies incident to such use.
- G. The Association shall have the exclusive right to post notices of activities and matters of Association concern on teacher bulletin boards at least one of which shall be provided in each school building. The Association may use the district mail service and teacher mailboxes for communication to teachers.

- H. The Board agrees to furnish to the Association in response to reasonable requests all available 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 allocations, board budgets), agendas and minutes of all Board meetings, treasurer's reports, census and membership data, names and addresses of all teachers, salaries paid thereto and educational background, and such other information as will assist the Association in developing intelligent, accurate, informed and constructive programs on behalf of the teachers and their students together with information which may be necessary for any grievances or complaints.
- I. The Board may consult with the Association on any new or modified fiscal, budgetary or tax programs, construction programs, which are proposed or under consideration and the Association may be given an opportunity to advise the Board with respect to said matters prior to their adoption and/or general publication. The Board may submit any proposal for additional operational or building millage without prior consultation with the Association. The Board shall consult with the Association on any major revisions of educational policy.
- J. The teachers shall be entitled to full rights of citizenship and no religious or political activities of any teacher or the lack thereof shall be grounds for any discipline or discrimination with respect to the professional employment of such teacher. The private and personal life of any teacher is not within the appropriate concern or attention of the Board.
- K. The provisions of the Agreement shall be applied without regard to race, creed, religion, color, national origin, age, sex, or marital status. Membership in the Association shall not be denied to any teacher because of race, creed, sex, marital status, or national origin.
- L. The rights granted herein to the Association shall not be granted or extended to any competing labor organization.
- M. The Board shall place on the agenda of each regular Board meeting as one of the first items for consideration under "New Business" any matters brought to the attention of the superintendent's office by the Association at least seventy-two (72) hours prior to said meeting. In the case of an emergency, the Board will make every effort to address the concerns of the Association at said meeting without seventy-two (72) hours notice.

SECTION 2.3 - TEACHER QUALIFICATIONS AND ASSIGNMENTS

- A. Since pupils are entitled to be taught by teachers who are working within their area of competence, teachers shall not be assigned, except temporarily and for good cause, outside the scope of their teaching certificate or their major or minor field of study and the Association shall be so notified in each instance.
  - 1. Members of the bargaining unit must meet all applicable standards for a "highly qualified teacher" under the No Child Left Behind Act of 2001 ("NCLBA"), 20 USC 6301, *et seq.*, including the NCLBA Federal Regulations, such as 34 C.F.R. 200.55 and 200.56, and the Michigan definition for identifying Highly Qualified Teachers as approved by the Michigan State Board of Education. The Board and the Association agree to construe and effect this Agreement to ensure full implementation of all NCLBA requirements and standards, including those established by the statute and its regulations.
  - 2. If any teacher who is required to meet the NCLBA "highly qualified" standards that go into effect at the end of the 2005-2006 school year does not meet those standards by the end of the 2005-2006 school year, the teacher shall then be assigned to any concurrently existing vacancy for which he/she is certified and qualified. Any such vacancy shall not be required to be posted under this Agreement.
    - A. If a teacher cannot be assigned to a concurrent vacancy for which the teacher is certified and qualified, the teacher will be placed on layoff status, under the provisions of the Agreement, unless the teacher is certified and qualified to displace another less senior member of the collective bargaining unit.
    - B. In the latter event, *i.e.*, if the teacher is certified and qualified to displace another less senior member of the collective bargaining unit, the more senior teacher shall displace the less senior member holding an assignment for which the more senior teacher is certified and qualified but for which a teacher is not required to be "highly qualified" to meet NCLBA

requirements. The teacher  
the extent provided in this

ultimately displaced shall be laid off and shall have a recall rights to  
Agreement.

3. A NCLBA Committee shall be established at each level to conduct an assessment of the option elected and pursued by each teacher subject to the NCLBA. The Committee shall be composed of six (6) members; three (3) appointed by the Superintendent and three (3) appointed by the Association. The Committee shall make a determination whether each teacher subject to NCLBA has become "highly qualified" by meeting one of the options provided by the Michigan Department of Education.
  - A. The Board shall reimburse the cost of testing for a teacher to become "highly qualified".
  - B. All teachers shall be given written notice of their schedules for the forthcoming year no later than the preceding first day of June. In the event that changes in such schedules are proposed, all teachers affected shall be notified promptly and consulted. In no event will changes in teachers' schedules be made later than the 15th day of August preceding the commencement of the school year, unless an emergency situation requires same.
  - C. Any assignments in addition to the normal teaching schedule during the regular school year, including adult education courses, driver education, extra duties enumerated in Section 5.4, and summer school courses, shall not be obligatory but shall be with the consent of the teacher. Preference in making such assignment will be given to teachers regularly employed in the district. If no teacher in the district accepts an assignment, then that assignment may be offered to someone else.
  - D. When a substitute teacher working on a daily substitute basis is responsible for the same teaching assignment for a period exceeding sixty (60) days, such teacher shall receive full contractual compensation and benefits beginning with the sixty first (61) day. Any such "temporary" (temporary being defined as less than 150 school days per teaching assignment) assignment shall exclude said person of recall rights upon termination of their employment.
  - E. Each teacher, upon employment or at the beginning of the school year, whichever is later, shall be apprised in specific terms of the teacher's responsibilities. General information shall include but is not limited to, attendance, discipline, requisitioning, maintenance, record keeping, grading, etc. The Association may be consulted in the preparation of this information.

## SECTION 2.4 - TEACHER EVALUATION

### Foreword

- A. The evaluation of teacher performance has always been significant for teachers and administrators who must evaluate the complex teaching process. Since evaluation is a vital process in the enhancement of the teaching profession, it should be carried out in an orderly, impartial, and thorough manner. It should include the total job performance of a teacher.
- B. In order for the evaluation of teachers to contribute positively on the teacher's effectiveness in the classroom, the following procedure will be followed:
  1. Teachers in their first three years in the classroom shall develop an Individual Development Plan with the evaluator-administrator, and with their mentor teacher. Individual Development Plans shall be developed using the criteria in the evaluation form found in Appendix B. Tenured teachers will meet with the evaluator-administrator to set mutually arrived at goals for the period of evaluation. Tenured teacher's goals shall be based upon the evaluation criteria found in Appendix B.
  2. A plan for achieving and judging progress toward these goals will be developed.
  3. The evaluator-administrator will evaluate the degree of success, growth and development in relationship to the Individual Development Plan and the Tenured Teacher Goals.

### The Purpose of Evaluation

- C. Among the reasons for a school system to maintain an excellent program for the evaluation and supervision of the professional staff are the following:
1. To make evaluation a definitive, meaningful, constructive process.
  2. To make evaluation a dynamic process with all parties accountable.
  3. To provide a framework to help teachers evaluate themselves and make recommendations for their improvement and for the improvement of the total school system.
  4. To provide a framework to assist administrators in the evaluation of teachers and the improvement of their professional competencies.
  5. To provide an orderly and fair way of judging a teacher before assigning probation, tenure, or dismissal.
  6. To provide the basis for the recognition of excellence and the identification of the level of professional commitment.
  7. To provide a written record of the educator's accomplishments over a period of time.

General Goal: To devise a process and workable instruments agreeable to all administrators and teachers.

- D. The evaluation of the work performance of all teachers shall be in writing. Probationary teachers shall be evaluated through classroom observation three (3) times during the school year: The first evaluation will occur within six weeks of the teacher's beginning employment; a second evaluation before the end of the fifth month; and finally before the April Board of Education's meeting at which time the final written evaluation shall be concluded. Two (2) of these observations must be at least sixty (60) days apart.
- E. Tenured teachers shall be evaluated at least once in every three (3) years. Such evaluation shall be based on two (2) classroom observations which shall be at least 60 days apart in the same school year, prior to the summary evaluation. Each observation shall be followed with a written evaluation. Such summary evaluation shall be within the same school year as the two classroom observations and shall be finalized before the May Board of Education meeting of that school year.
- F. An ad hoc committee shall be formed to review the evaluation process upon request by the Board or the Association. Each party will elect their own members and will have equal representation. The basic criteria for the evaluation of the teaching staff should reflect the latest research on teacher effectiveness for which the teaching staff has been trained. The current evaluation criteria shall prevail until new criteria have been mutually agreed upon.
- G. Evaluations shall be conducted by the teacher's immediate supervisor or an administrator working in the same building or otherwise familiar with the teacher's work, who shall be designated by the Board.
- H. All monitoring or observation of the work of the teacher shall be conducted openly and with prior knowledge of the teacher with the following two (2) exceptions:
1. The use of closed-circuit television, public address, tape recorder or similar device may be used if the teacher agrees that this form of monitoring will aid that teacher in improving his/her teaching. Such recordings or monitoring shall not be used in any form in a disciplinary manner or court proceeding.
  2. Evaluations will be made formally and informally. Classroom visitations of short (less than thirty (30) minutes) duration shall constitute informal observations. Any informal observations that are made and which shall be used as a basis for evaluation shall be rendered in writing to the teacher within five school days after the observation. Any teacher may add written evidence to refute or substantiate any comment made on the informal observation and subsequent evaluations. Informal observations will not necessarily be prearranged with the teacher. It is understood that the evaluation of teacher

effectiveness is not limited to the classroom environment but is limited to teacher role responsibilities.

- I. A copy of the written evaluation shall be submitted to the teacher at the time of a personal interview or within ten (10) days thereafter, and the teacher shall have the opportunity to review the evaluation report. All evaluations shall be based upon valid criteria for evaluating professional growth. Either the evaluator or the teacher may request a third party to sit in on a post-evaluation conference.
- J. No later than April 15th of each probationary year the final written evaluation report will be furnished to the superintendent covering each probationary teacher. A copy shall be furnished to the teacher. If the report contains any information not previously made known to and discussed with the probationary teacher, the teacher shall have an opportunity to submit additional information to the superintendent. In the event a probationary teacher is not continued in employment, the Board will advise the teacher of the reasons for such action in writing with a copy to the Association and provide for a hearing where requested. Any teacher may add written evidence to refute or substantiate any comment made on the evaluation.
- K. If a tenured teacher's evaluation is less than satisfactory an Individual Plan of Improvement shall be developed by the evaluator-administrator, the teacher and an Association member of the teacher's choice if he/she so chooses. This plan shall define the specific concerns of the evaluator, based on the evaluation criteria in Appendix B, with specific direction for improvement. Mutual agreement on an individual plan of improvement is the preferred result, but absent a consensus, the administrator's plan of improvement will be followed.
- L. 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. The District will make every effort to notify the affected teacher and the Association as soon as possible after receiving a Freedom of Information Act (FOIA) request for personnel files.
- M. All contents of evaluations of teachers may be grievable through Board/Designee level of the grievance procedure. If a teacher has cause to grieve the contents of an evaluation, the following steps must be taken:
  - 1. The teacher will confer with the Association representative to determine if a grievable situation exists.
  - 2. The teacher, with the Association representative, will write a rebuttal for the perceived invalid criticism.
  - 3. The teacher, with or without the Association representative, will meet with the evaluator to attempt resolution of the conflict within fifteen (15) school days of the evaluation conference.
- N. After the teacher and evaluator meet it will be agreed to do one of the following: the evaluator or another administrator will do another observation and evaluation to replace the objectionable one, or, the evaluation and rebuttal will be placed in the teacher's personnel file, or, a change in the evaluation will be made by the evaluator, or, the teacher may pursue the grievance procedure. If a grievance is pursued, the teacher will request the informal meeting with the building principal to be held within five (5) school days of the initial meeting with the evaluator (#3 above).
- O. Any evaluation leading to charges being brought before the Board of Education shall be handled exclusively under the provisions of the Michigan Teacher Tenure Act, in those cases where the Michigan Teacher Tenure Act so allows.
- P. The terms of this section shall be adhered to the degree they minimally meet the requirements of state law.
- Q. The basic criteria for the evaluation of the teaching staff may be found in Appendix B.

#### SECTION 2.5 - PROFESSIONAL IMPROVEMENT

- A. The parties support the principle of continuing training of teachers, participation of teachers in professional organizations in the area of their specialization, leaves for work on advanced degrees or special studies, foreign travel, and participation in community educational projects.

- B. At the request of the Association, or on the Board's initiative, arrangements may be made for after-school courses, workshops, conferences and programs designed to improve the quality of education and instruction. Every effort will be made to obtain people of the highest qualifications to participate in the presentation of such programs. All teachers desiring to attend shall be allowed to do so.
- C. Teachers shall not be required to attend any visitation, workshop, conference or program outside of the regular school day past 4:00 PM except by mutual agreement.

SECTION 2.6 - REDUCTIONS IN PERSONNEL, SENIORITY AND RECALL

- A. No later than thirty (30) days following the ratification of this Agreement and by every September 30 thereafter, the Board shall prepare a seniority list. Seniority is defined as length of service within the bargaining unit. All teachers shall be ranked on the list in the order of their effective date of employment. In the circumstance of more than one individual having the same effective date of employment, all individuals so affected will participate in a drawing to determine placement on the seniority list. The Association and teacher so affected will be notified in writing of the date, place, and time of the drawing. The drawing shall be conducted openly and at a time and place that will reasonably allow affected teachers and Association representatives to be in attendance.
- B. The seniority list shall be published and posted conspicuously in all buildings of the district by October 15 of each school year. Each teacher will be given a copy. The seniority list shall include each member's areas of certification, as well as his/her effective date of employment. Revisions and updates of the seniority list shall also be published and posted as they are made. A copy of the seniority list and subsequent revisions and updates shall be forwarded to the Association.
- C. All seniority is lost when employment is severed by resignation, retirement or discharge for cause; however, seniority is retained if severance of employment is due to layoff or transfer to an administrative position. In cases of layoff, teachers so affected shall retain all seniority accumulated as of the effective date of layoff.
- D. Seniority shall continue to accumulate when teachers are on sabbatical, military, study, parental, maternity, health, or Association leave.
- E. Layoff shall be defined as a reduction in the work force due to a decrease in student enrollment, shortage of revenues, or reductions in programs and/or curriculum.
- F. In the event of layoff due to a decreased student enrollment or shortage of revenues or reduction in programs and/or curriculum, the Board will not lay off teachers having valid contracts during the school year. Layoffs will be effectuated at the start of the following new school year.
- G. Layoffs, when necessitated, shall be effectuated in the following manner:
  - 1. The Board shall develop, following consultation with the Association, the educational program for the forthcoming school year, identifying the staffing needs for each building including grade levels, subjects, special instruction (art, music, etc.), special education and the number and title of each position required for programs not based at a school (traveling staff). The list of district staff positions shall be published and posted in such building with a copy to the Association. Such list shall be published and posted prior to the implementation of any layoff.
  - 2. Beginning with the first name on the seniority list, each individual shall be placed in an assignment in the following order of priority:
    - a. Current assignment; if not available, then:
    - b. If no vacancy is available in any grade/department for which the individual is certified or qualified in any building, the individual will be laid off. Written notification in accordance with the timelines herein provided will be forwarded to the affected teacher and the Association.

3. Qualification for placement in a position shall be based on teacher qualifications or the valid state teaching certificate(s) or license(s) held by the affected teacher.
- H. Laid off teachers shall be recalled to the first vacancy for which they are certified, in reverse order of layoff. All laid off teachers shall be recalled immediately upon the resolution of any crisis which may have precipitated the reduction in staff.
- I. A laid off teacher shall be considered laid off until he/she is reinstated in the district. Refusal of an offer from the Board of a position for which the laid off teacher is certified, or failure to respond within thirty (30) days of receipt of a written offer of a position made by the Board shall be cause for termination.
- J. Notifications of a recall shall be in writing with a copy to the Association. The notification shall be sent by certified mail to the teacher's last known address. It shall be the responsibility of each teacher to notify the Board of any change of address.
- K. Recalled teachers shall be entitled to all sickness and leave benefits as provided herein. Utilization of such benefits or an existing necessity for utilization of such benefits shall not be considered proper reason for failure to recall or reinstate.
- L. Since layoffs are not to be effectuated until the fall, all teachers subject to layoff for the following school year shall receive full fringe benefits provided herein during the summer months.
- M. A laid off teacher shall upon application be granted priority status on the district substitute list.
- N. A laid off teacher may continue his/her health, dental, and life insurance benefits by paying monthly the normal per subscriber group-rate premium for such benefits to the Board.
- O. During a period of impending layoffs, the Board may grant requests for voluntary leaves of absence to teachers who make such requests.
- P. If a teacher is required by law to reimburse the school system for unemployment benefits received due to layoff and recall, the total may be paid immediately within thirty (30) calendar days of recall, or the teacher may request equal installments of payroll deduction over twice the length of the layoff.

#### SECTION 2.7 - PROFESSIONAL BEHAVIOR

- A. Teachers are expected to comply with reasonable rules, regulations and directions from time to time adopted by the Board or its representatives which are not inconsistent with the provisions of this Agreement, provided that a teacher may reasonably refuse to carry out an order which threatens physical safety or well-being or is professionally demeaning.
- B. A teacher shall refrain from using controlled substances, except medication, including alcohol and all tobacco products when fulfilling contractual obligations at school, and will refrain from using controlled substances, except medication including alcohol and all tobacco products when fulfilling contractual obligations away from school while in the presence of students.
- C. A teacher shall at all times be entitled to have present a representative of the Association when he is being reprimanded, warned, or disciplined for any infraction of rules or delinquency in professional performance. When a request for such representation is made, no action shall be taken with respect to the teacher until such representative of the Association is present. No delay shall be in excess of two (2) business days.
- D. No teacher shall be disciplined, reprimanded, reduced in rank or compensation or deprived of any professional advantages without just cause. Any such discipline, reprimand or reduction in rank, compensation or advantage including adverse evaluation of teacher performance asserted by the Board or representative thereof shall be subject to the professional grievance procedure hereinafter set forth. All information forming the basis for disciplinary action will be made available to the teacher and the Association.

#### SECTION 2.8 - SPECIAL TEACHING ASSIGNMENTS

- A. Assignments for Adult Education, Driver Education and Summer School programs will be made by the Board on the basis of preference to teachers possessing current Michigan teaching certificates and regularly employed in the district during the normal school year. No teacher shall be required to work a split shift or to teach fewer than three consecutive hours in any Summer School program without the consent of the teacher. Teachers shall be compensated for teaching in any such programs at the hourly rate of \$21.67 for the year 2005-2006 school year and will be increased by the same percentage increase as reflected in the salary schedule.
- B. Any teacher requested by the administration to work extra days outside of the bargained school calendar shall be compensated at the teacher's regular daily rate of pay:

$$\text{Teacher's Daily Salary} = \frac{\text{Teacher's Yearly Salary}}{181 \text{ Days}}$$

SECTION 2.9 - ELEMENTARY ART/MUSIC/PHYSICAL EDUC. INSTRUCTION

- A. The Board shall provide, to the best of its ability, specialized instruction in art, music and physical education for all elementary students.

SECTION 2.10 - SCHOOL IMPROVEMENT

- A. The provisions of this Section shall apply to all School Improvement teams, committees and plans as provided in Public Act 197, of 1989, Section 15.1919(919b) MSA.

1. Participation or non-participation by any Association member in any school improvement team or committee including Building Improvement Team, Curriculum Review Committees or Joint Council shall not be used as a criterion for evaluation, discipline or discharge when working after school hours. All teachers will volunteer or will be assigned a curriculum committee to work on during school days set aside for curriculum development as per Section 6.4 of the Master Agreement.
2. In the event that any provision or decision of a school improvement team or committee violates, contradicts, or is inconsistent with the terms of the Master Agreement, the Master Agreement will prevail.
3. Any provision of a school improvement team or committee, or application thereof, affecting the wages, hours, and/or other terms and conditions of employment, or the impact of wages, hours, and/or other terms and conditions of employment on an Association member must first have the written approval of the Association and Board prior to being adopted or implemented.
4. Copies of all school improvement committee reports, recommendations and minutes shall be provided by the committee secretary to the Association President and the Superintendent within ten (10) school days of the meeting.
5. No school improvement team or committee shall address wages, fringe benefits, individual teacher performance, contract grievance or individual teacher discipline.
6. The Building Improvement Team shall direct its efforts toward achieving state mandates with emphasis on the state Core Curriculum and the achievement of school accreditation.
7. After implementation of this plan as outlined above, it will remain in effect until the Board or the Association desires to modify, alter, or eliminate the plan. At that time the Board and Association shall meet to negotiate any changes.

SECTION 2.11 - RIGHTS OF THE BOARD

- A. The Board, on its own behalf and on behalf of the electors of the district, hereby retains and reserves unto itself, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and constitution of the state of Michigan, and of the United States including, but without limiting the generality of the foregoing, the following rights:
1. To the executive management and administrative control of the school system and its properties and facilities and the activities of its employees in and around the school area during the school day.
  2. To hire all employees, to determine their professional qualifications and the conditions for their continued employment, or their dismissal or demotion; and to promote and transfer all such employees, subject to the provisions of law.
  3. To establish grades and courses of instruction, including special programs, and to provide athletic, recreational, and social events for students, all as deemed necessary or advisable by the Board.
  4. To decide upon the means and methods of instruction, the selection of textbooks and other teaching materials and the use of teaching aids of every kind and nature in conjunction with its faculty.
  5. To determine class schedules, and the duties, responsibilities, and assignments of teachers.
  6. To establish, change, combine, or discontinue departments.
- B. The exercise of its powers, rights, authority, duties, and responsibilities by the Board, the adoption of policies, rules, regulations, and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this Agreement and then only to the extent such specific and express terms of this Agreement are in conformance with the constitution and laws of the state of Michigan and the constitution and laws of the United States.
- C. The Board specifically reserves the right of free communication with any and all of its employees for the purpose of evaluating the functions and accomplishments of the school system.

#### SECTION 2.12 - MENTOR TEACHERS

- A. A mentor teacher shall be defined as a Master Teacher as identified in section 1526 of the School Code and shall perform the duties of a Master Teacher as specified in the code. The mentor teacher may be a member of the Association.
- B. Each Association member in his/her first three (3) years in the classroom shall be assigned a mentor teacher by the Administration after consultation with the Association. The mentor teacher shall be available to provide professional support, instruction and guidance. The purpose of the mentor assignment is to provide a peer who can offer assistance, resources and information in a non-threatening collegial fashion.
- C. A mentor teacher shall be assigned in accordance with the following:
1. The District may select mentors from within or from outside the District faculty.
  2. Association mentors shall be tenured teachers.
  3. Participation as a mentor shall be voluntary.
  4. The assignment of the mentor teacher shall be finalized by the Administration within twenty (20) work days of the beginning of the mentee's employment starting date.
  5. The mentee shall only be assigned to one (1) mentor teacher at a time.
  6. The mentor teacher assignment shall be for one (1) year, subject to review by the mentor teacher and mentee after two (2) months. The appointment may be reviewed in succeeding years. If at any time the mentor or mentee becomes dissatisfied with the arrangement, either individual shall notify the administration which will select a new mentor.

- D. Because the purpose of the mentor/mentee match is to acclimate the mentee and to provide necessary assistance toward the end of quality instruction, the Board and the Association agree the relationship shall be confidential and shall not, in any fashion, be a matter included in the evaluation of the mentor teacher or the mentee. Neither the mentor teacher nor the mentee shall be permitted to participate in any manner related to the evaluation of the other. Further, the mentor teacher shall not be called as a witness in any grievance or administrative hearing involving the mentee nor shall the mentee be called as a witness in any grievance or administrative hearing involving the mentor teacher.
- E. Upon request, the administration shall make available reasonable released time so the mentor teacher may work with the mentee in his/her assignment during the regular day. Where possible, the mentor teacher and mentee shall be assigned common preparation times.
- F. The mentor teacher shall receive one compensatory day per semester as compensation for serving as a mentor.

### SECTION 3.1 - ACADEMIC FREEDOM

- A. The parties seek to educate young people in the democratic tradition, to foster recognition of individual freedom and social responsibility, to inspire meaningful awareness of and respect for the Constitution and Bill of Rights, and to instill an appreciation for the values of individuals. It is recognized that these democratic values can best be transmitted in an atmosphere which is free from censorship and artificial restraints upon free inquiry and learning, and in which academic freedom for teacher and student is encouraged.
- B. Academic freedom shall be guaranteed to teachers, and no special limitations shall be placed upon study, investigation, presenting and interpreting facts and ideas concerning man, human society, the physical and biological world and other branches of learning subject to accepted standards of professional responsibility.
- C. Freedom of individual expression will be encouraged and fair procedures will be developed to safeguard the legitimate interest of the schools and to exhibit by appropriate examples the basic objectives of a democratic society.

### SECTION 3.2 - STUDENT DISCIPLINE AND TEACHER PROTECTION

- A. Since the teacher's authority and effectiveness in his/her classroom are undermined when students discover there is insufficient administrative backing and support of the teacher, the Board recognizes its responsibility to give all reasonable support and assistance to teachers with respect to the maintenance of control and discipline in the classroom. Whenever it appears a particular pupil requires the attention of special counselors, social workers, law enforcement personnel, physicians, or other professional persons, the Board will take reasonable steps to relieve the teacher of responsibilities with respect to such pupil.
- B. It is recognized that discipline problems are less likely to occur in classes which are well taught and where a high level of student interest is maintained. It is likewise recognized when discipline problems occur, they may most constructively be dealt with by encouragement, praise, and emphasis upon the child's desirable characteristics. A teacher may use such force as is necessary to protect himself from attack or to prevent injury to another student.
- C. A teacher may exclude a pupil from one class 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, as promptly as his/her teaching obligations will allow, full particulars of the incident.
- D. Suspensions of students from school may be imposed only by a principal or his/her designated representative. School authorities will endeavor to achieve correction of student misbehavior through counseling and interviews with the child and his/her parents when warranted. Transfer of the student to another teacher or other measures, short of suspension, will first be exhausted. When a teacher has one or more pupils in class who constitute serious behavioral problems, appropriate recognition shall be given by way of reduced class size, greater or more frequent relief periods, or additional compensation as agreed between the Board and the Association.
- E. Any case of assault upon a teacher shall be promptly reported to the Board or its designated representative. The Board will provide legal counsel to advise the teacher of his/her rights and obligations with respect to such assault and shall

render all reasonable assistance to the teacher in connection with handling of the incident by law enforcement and judicial authorities.

- F. If any teacher is complained against or sued as a result of any action taken by the teacher while in pursuit of his/her employment, the Board will provide legal counsel and render all necessary assistance to the teacher in his/her defense.
- G. Time lost in pursuit of resolution of such a situation shall not be charged against the teacher unless the teacher is found negligent by a court of competent jurisdiction.
- H. A committee of two Board members and two staff members will be formed to determine liability in cases of loss, damage, or destruction of clothing or personal property of teachers while on duty in the school or on school premises.
- I. No action shall be taken upon any complaint by a parent of a student directed toward a teacher, nor shall any notice thereof be included in said teacher's personal file unless such matter is promptly reported in writing to the teacher concerned. If any question of breach of professional ethics is involved, the Association shall be notified.

### SECTION 3.3 - TEACHING HOURS AND CLASS LOAD

- A. All teachers shall be in their assigned instructional areas and ready for work fifteen minutes before the beginning of classes or attending to instructional responsibilities. Teachers must be in their assigned instructional area(s) a minimum of five (5) minutes before the start of school. Teachers are required to remain at their instructional area of assignment or attending to instructional responsibilities for at least fifteen (15) minutes after the end of classes, with the first five minutes of this time to be spent in their assigned instructional area(s). On Fridays and days preceding a holiday, teachers may leave following the departure of busses, or fifteen (15) minutes following the close of the school day, whichever comes first, unless notified otherwise by the principal. The official school day for teachers will be seven (7) hours thirty (30) minutes, beginning at 7:45 a.m. and ending at 3:15 p.m.
- B. Conferences with parents and other persons interested in the welfare of the child shall be scheduled after or before school hours at a mutually agreeable time for the parties concerned. Teachers shall not be required to hold said conferences without having agreed to the time set.
- C. Teachers are required to attend regular teachers' meetings as approved on the school calendar. Teachers' meetings shall normally be held on the same day of the week/month throughout the year. Meetings shall be dismissed by 4:00 P.M. unless mutually agreed upon by the administration and the Association, and there shall not be more than one meeting a month except in emergency situations. Special teachers' meetings may be called whenever necessary but attendance shall be mandatory only when said meeting notification is given at least 72 hours in advance. Teachers whose college classes are interrupted, or who are otherwise currently employed in extra or co-curricular activities during this time are excused from special meetings, with prior permission from the principal or superintendent.
- D. The normal weekly teaching load in the middle and high school will be a combination of up to 30 teaching periods and five unassigned preparation periods, or not to exceed five hours thirty (30) minutes of pupil contact per day. Assignment to a supervisory study period shall be considered a teaching period for purposes of this requirement. The normal weekly teaching load in the elementary school will be up to 30 teaching periods, or not to exceed five hours thirty (30) minutes of pupil contact per day.
- E. All teachers shall be entitled to a duty-free uninterrupted lunch period of at least 30 minutes, except by mutual agreement of the staff and administration. It is understood that staff meetings held during lunch time take the place of monthly after school meetings.
- F. Elementary teachers may use for preparation all time during which their classes are receiving instruction from various teacher specialists. If no such period occurs during either half of a class day, a 15 minute relief period shall be provided. In any event, elementary teachers are to be granted as much non-student contact time as secondary teachers receive.
- G. No departure from these norms, except in case of emergency, shall be made without prior consultation with the Association and the administration. In the event of any disagreement between the representatives of the Board and the

Association as to need and desirability of such deviation, the matter may be processed through the professional grievance procedure hereinafter set forth.

H. If a teacher shall teach more than the normal teaching load as set forth in this Article, he/she shall receive additional compensation as follows:

1. A percentage increase in the base pay will be provided to a teacher identical to his/her additional work load, if he/she is assigned teaching responsibilities in excess of the normal teaching load and during the regular school year (i.e., a secondary teacher asked to teach a seventh hour would be paid an additional 17% of the base pay.)
2. Teachers requested to substitute for another teacher during their preparation period, may elect to be paid for that hour at their hourly rate of pay, or to take compensatory time.
3. Ten dollars (\$10.00) for extra-curricular activities, such as ticket taking and scorekeeping, approved by the superintendent and not otherwise scheduled in Section 5.4.

Items 1, 2, and 3 will apply on a voluntary basis.

I. A teacher engaged during the school day in negotiating on behalf of the Association with any representative of the Board or participating in any professional grievance negotiation, including arbitration, shall be released from his/her regular duties without loss of salary. The Association shall reimburse the district for the cost of substitutes. It is understood all teachers will have their classrooms prepared prior to the students' arrival.

J. Any secondary teacher, except teachers new to the district, required to teach a class scheduled demanding more than two (2) new class preparations, except for normal alterations of classes in comparison to the classes taught by that teacher in the previous year, shall be compensated by an additional one (1) percent of the BA step 1 per class.

#### SECTION 3.4 - TEACHING CONDITIONS

A. The parties recognize that optimum school facilities for both student and teacher are desirable to ensure the high quality of education that is the goal of both the Association and the Board. It is also acknowledged that the primary duty and responsibility of the teacher is to teach, and the organization of the school and the school day should be directed toward ensuring that the energy of the teacher is primarily utilized to this end.

B. Because the pupil-teacher ratio is an important aspect of an effective educational program, the parties agree that class size should be lowered wherever possible to meet the following optimum standards except in traditional large group instruction or experimental classes where the Association has agreed in writing to exceed these maximums.

C. The split classroom is defined as a single class with two (2) or more grade levels in it and junior high and senior high classrooms where two (2) or more subjects are being taught during the same time period by a single teacher. Because of the additional preparation this involves, these classrooms shall be limited in size to 80% of the corresponding regular classroom.

D. Conformity to the Individuals with Disabilities Education Act (I.D.E.A.) will be maintained. The Board will not pay additional compensation for caseload overloads in the district's special education classrooms, but will compensate for individual class size overloads (as defined by the Michigan Administrative Rules for Special Education) in a matter equivalent to 2 times that paid regular education teachers for class size overloads, as outlined in 3.4F.

<u>Elementary</u>	<u>Optimum</u>	<u>Maximum</u>
Kindergarten	18	30
First-Second Grades	18	30
Third-Fifth Grades	18	30
General Elementary Music		30
Elementary Band		If 2 sections, 24 30

Elementary Art		30
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Secondary

Sixth Grade	18	30
English	18	30
Social Studies	18	30
Mathematics	18	30
Science	18	30
Language	18	30
Business	18	30

Computers	1 per computer up to 30	
Industrial Arts	1 per work station	
Drafting	1 per computer	
Work-based Learning	18	24
Homemaking	1 per work station	
Music	30	40
Art	18	30
Physical Education	30	40
Secondary Band		Unlimited

E. Elementary teachers who are assigned classes which exceed these maximum standards shall receive additional compensation for those days that the class size is actually exceeded.

1. Compensation =  $\frac{\text{Teacher's Base}}{\text{Student Days X maximum students per child per day}}$

2. Compensation shall be paid on an annual basis.

F. Secondary teachers' overload payment for each class shall be as follows:

1. Compensation =  $\frac{\text{Teacher's Base}}{\text{Student Days X 5 X maximum load}}$

2. Compensation shall be paid on an annual basis.

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

H. The Board and the Association mutually recognize the importance of continuous use of adequate teaching reference material in maintaining a high level of professional performance. In furtherance of that recognition, the Board shall provide a teacher reference library in the school district and include therein all texts which are reasonably requested by the teachers of the district.

I. The Board agrees to make available to each school adequate typing, duplicating, stencil and mimeograph facilities. Whenever the administration has available clerical personnel, they will provide that personnel to aid teachers in the preparation of the instructional materials. The Board shall provide:

1. A separate desk for each teacher in the district with a lockable drawer space.
2. Suitable closet space for each teacher to store coats, overshoes, and personal articles.
3. Adequate markerboard space in every classroom.

4. Copies, exclusively for each teacher's use, of all texts used in each of the courses he/she is to teach.
  5. Current reference materials for classrooms at all levels. A current edition of a dictionary shall be provided for use in every classroom.
  6. Adequate attendance books, paper, pencils, pens, chalk, erasers, and other such material required in daily teaching responsibility.
  7. Adequate storage space in each classroom for instructional materials.
  8. Smocks for art and home economics teachers, laboratory coats for laboratory science teachers, and shop coats for vocational and industrial education teachers. Proper laundering services for all said items shall be provided without charge to the teacher.
- J. Under no condition shall a teacher be required to drive a school bus as part of his/her regular assignment.
- K. The Board shall reserve, in each school, adequate professional staff lunchroom and restroom lavatory facilities exclusively for adult use. One room, appropriately furnished, shall be reserved for use as a faculty lounge in which smoking shall NOT be permitted. One room, appropriately furnished, shall, when available, be reserved for use as a faculty workroom in which smoking shall NOT be permitted.
- L. Telephone facilities shall be made available to teachers for their reasonable use, both personal and business. Provisions shall be made for payment of personal toll calls by the individual.
- M. Adequate off-street parking facilities shall be provided and properly maintained and identified exclusively for teacher use.
- N. Teachers shall not be required to work under unsafe or hazardous conditions or to perform tasks which endanger their health, safety, or well-being.

#### SECTION 3.5 - JOB DESCRIPTIONS

- A. All positions of employment shall have a job description. The teacher and administration will meet so the teacher may give input into the job descriptions.

#### SECTION 4.1 - PROFESSIONAL DEVELOPMENT AND PERSONAL BUSINESS DAYS

- A. A teacher may apply for professional development days for the purpose of:
1. Visitation to view other instructional techniques or programs; or
  2. Conferences, workshops, or seminars conducted by colleges, universities, and other school systems. A teacher may be requested to file a written report within one week of his/her attendance at such a visitation, conference, workshop or seminar. Such days are subject to approval by the administration. Each teacher is entitled to take one (1) such day each contract year at their own discretion. Only those activities approved by the administration will have expenses reimbursed by the district. No more than (4) teachers will be allowed to attend such discretionary day(s) on any one day.
- B. The Board agrees to pay all reasonable actual expenses for teachers attending approved conferences for meals, lodging, registration fees and mileage at the current I.R.S. rate.
- C. Additional expense reimbursement may be authorized at the discretion of the Board/Superintendent.
- D. At the beginning of every school year each teacher shall be credited with four (4) days to be used for the teacher's personal business. A personal business day may be used for any purpose at the discretion of the teacher. A teacher planning to use a personal day, or days, shall present a request to his/her principal at least one week in advance, except

in cases of emergency. One unused personal business day may accumulate as a personal business day the next year up to six (6) total; otherwise, unused personal business days shall accumulate as sick leave.

- E. A teacher called for jury duty or to give testimony before any judicial or administrative tribunal shall be compensated for the difference between the teaching pay and the pay received for the performance of such obligation. Absence of this nature shall not be counted against personal business days.
- F. The Association shall be entitled to a total of three (3) school days with pay per year to be utilized by the Association as needed (subject to cancellation due to unavailability of substitutes or other emergencies) provided, however, such time is to be utilized only for the necessary business purposes of the Association and is specifically denied for MERC hearings and arbitration use. The Association shall bear the cost of substitutes required for any of these Association days.
- G. No more than four (4) teachers may take a personal business day at any one time. These shall be granted on a first-come, first-served basis. If substitutes are available, the superintendent may authorize more than four (4) teachers to be absent.

#### SECTION 4.2 - UNPAID LEAVES OF ABSENCE

- A. A military leave of absence shall be granted to any teacher who shall be inducted or shall enlist for military duty in any branch of the United States during a national emergency. 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 such period.
- B. A leave of absence that falls under the guidelines of the Family and Medical Leave Act shall be guided by the regulations under that Act.
- C. A general leave of absence without pay or advancement on the salary schedule may be granted upon approval by the Board. A teacher granted such leave shall return to the salary schedule receiving full increments up to the time of the leave, but not during said leave.
- D. A general leave of absence of one year without pay or advancement on the salary schedule shall be granted by the Board for the purpose of participating in exchange teaching programs; foreign or military teaching programs; the Peace Corps, Teacher Corps or Job Corps; study at an accredited college or university reasonably related to his or her professional responsibilities; or for campaigning for or serving in a public office.
- E. Provided that the medical insurance carrier will so allow, teachers on a general leave of absence will be able to continue, at their expense, medical benefits for a period of up to one year.
- F. The reinstatement shall be to their former position, if available, or to a comparable position when returning from a general leave of absence. A teacher granted such leave shall return to the salary schedule receiving full increments up to the time of the leave, but not during said leave.
- G. A teacher may have the right to request an extension of any leave covered in this Article for a period not to exceed one (1) additional year (and be added to accumulated sick leave.)
- H. It is agreed that unpaid leaves of absences described in Section 4.2 will be strictly confined to the use stipulated.

#### SECTION 4.3 - ILLNESS AND DISABILITY

- A. At the beginning of each school year, each teacher shall be credited with nine (9) days of leave, the unused portion of which shall accumulate from year to year without limitation. The leave days may be taken by a teacher for the following reasons and subject to the following conditions: for personal illness or disability including illness caused by or contributed to by pregnancy, miscarriage, or abortion, childbirth and recovery; for attending to personal or family needs due to a death; or for attending to a member of the family who is ill.
- B. A teacher may use all available leave days credited to him/her for personal illness, up to four days for each occurrence of family needs due to a death, and up to four days for each occurrence of family illness. If so requested, a teacher may

reimburse the school for the substitute teacher daily rate of pay for two (2) additional days for each occurrence of family needs due to a death, or family illness.

- C. The Board shall furnish each teacher with a written statement each school year setting forth their total sick leave credit. This shall be completed by October 15th.
- D. A teacher who is unable to teach because of personal illness or disability and who has exhausted all sick leave available shall be granted a leave of absence without pay for a period of one year and at the Board's discretion may be renewed each year upon written request by the teacher. The Board agrees to continue to provide the health insurance benefits provided for by this collective agreement for the waiting period needed for the teacher to become eligible for Long Term Disability.
- E. Absence due to injury or illness incurred in the course of the teacher's employment shall not be charged against the teacher's sick leave days, and the Board shall pay to such teacher the difference between his/her salary and benefits received under the Michigan Worker's Compensation Act for the first 90 days of such absence. On the sixtieth (60th) day of disability, the Board shall request the paperwork from MESSA and provide for it to be sent to the teacher for placement on Long Term Disability. The teacher will apply for L.T.D. by the eightieth (80th) day of disability. When the teacher has been placed on L.T.D. the Board's responsibility for compensation to the teacher shall cease at that time, or when the teacher, at his or her discretion, has exhausted accumulated sick leave on a proportional basis, whichever comes last. When the law so requires, teachers eligible for or receiving a higher benefit under a former contract will continue to be eligible for it or receive it. Additional sick leave shall not accumulate.
- F. A teacher absent from work because of mumps, scarlet fever, measles, or chicken pox shall suffer no diminution of compensation and shall be not be charged with loss of personal sick leave.
- G. Because it is very important to the uninterrupted education of the students to have the regular teacher in the classroom each day of the school year, the Board will encourage excellent attendance by providing a \$200 stipend to each teacher who takes zero (0) sick or personal days during any school year.
- H. A teacher leaving the district after at least seven years of service will be paid for unused sick leave in the following manner:  $\text{unused sick days}/4 = \text{the whole number which will be multiplied by the teacher's final contracted daily rate of pay (teacher's daily rate of pay = teacher's final annual salary}/181 \text{ days)}$  with the remainder days to be added to the LEA sick bank (i.e.,  $26 \text{ sick days}/4 = \text{days} \times \text{the teacher's daily rate}$  and the remaining days will go into the LEA sick bank).

Teacher's sick days will be capped at 100 total days of accumulation. At the end of each year any days in excess of 100 days will be paid as unused sick leave in the following manner:  $\text{unused sick days}/4 = \text{the whole number which will be multiplied by the teacher's final contracted daily rate of pay (teacher's daily rate of pay = teacher's final annual salary}/181 \text{ days)}$ .

Upon retirement teachers will in writing indicate by May 1st of their last year of employment, to the bookkeeper one of the following options for sick leave payout. 1) Lump sum at the end of the teachers final year of employment, 2) lump sum amount spread over two consecutive years beginning with the next year, and 3) lump sum amount spread over three consecutive years beginning with the next school year.

For those teacher's who have exceeded the 100-day cap as of July 1, 2002, the days over 100 will be frozen as is and the teacher will be paid on the following formula:  $\text{unused sick days}/5 = \text{the whole number which will be multiplied by the teacher's final contracted daily rate of pay (teacher's daily rate of pay = teacher's final annual salary}/181 \text{ days)}$ , and of the following manners: 1) at the end of the 2002-2003 school year in a lump sum for all days over 100, 2) have the lump sum amount spread over the 2002-2003 and 2003-2004 school years, 3) have the lump sum paid over the 2002-2003, 2003-2004, and 2004-2005 school years, or 4) have the lump sum or multiple year payments upon retirement. Those teachers affected by this language will give in writing to the superintendent one of the choices listed above by October 30, 2002 or they will be paid in a one lump sum at the end of the 2002-2003 school year. The daily rate of pay is to be based on the 2002-2003 teachers salary. (See Appendix B.)

#### SECTION 4.4 - SICK BANK

- A. A sick bank is hereby established consisting of one (1) day per member per year. Sick days will be contributed by each Association member. Days will stop accumulating when at the beginning of a school year the bank totals more than 180 days. Accumulation will begin again only at the request of the Association.
- B. The local Association will have absolute control in administering this bank. Local Association members wishing to utilize the bank will make application to the local Association. The Superintendent, or his/her designee, shall be a part of the Sick Bank Application Review Committee.
- C. The Board will furnish an annual report to the Association on the status of this bank.

SECTION 5.1 - INSURANCE PROTECTION

- A. Effective September 1, 2002, the Board shall provide without cost to full-time teachers, MESSA PAK Plan A or Plan B protection for a full twelve (12) month period for the teacher and his/her eligible dependents as defined by MESSA and its underwriter.

Plan A - For Employees Needing Health Insurance

Major Medical Choices II	\$5/10 Rx
Long Term Disability:	70% of Max Eligible Salary
	Maximum Monthly Benefit
	\$5,000.00
	Maximum Eligible Monthly Salary
	\$7,143.00
	90 Calendar Days
	Straight Wait Elimination Period
	Mental/Nervous Two Years
	Alcoholism/Drug Two Years
	Family Social Security Offset
Life Insurance	\$20,000.00

Accidental Death & Dismemberment	\$20,000.00
Vision	VSP-2
Delta Dental	75%
	75%
	60%
	Class I, II, III Annual Maximum
	\$1,000.00
	75%
	Class IV Lifetime Maximum
	\$1,200.00
	Two Cleanings Per Year

Plan B - For Employees Not Needing Health Insurance

Long Term Disability:	70% of Max Eligible Salary
	Maximum Monthly Benefit
	\$5,000.00
	Maximum Eligible Monthly Salary
	\$7,143.00
	90 Calendar Days
	Straight Wait Elimination Period
	Mental/Nervous Two Years
	Alcoholism/Drug Two Years

	Family Social Security Offset
Life Insurance	\$30,000.00
Accidental Death & Dismemberment	\$30,000.00
Vision	VSP 3
Dental	80%
	80%
	80%
	Class I, II, III Annual Maximum
	\$1,000.00
	80%
	Class IV Lifetime Maximum
	\$1,300.00
	Two Cleanings Per Year

- B. Teachers shall submit out of pocket deductible and co-pay for prescription amounts, not to exceed \$500.00 in a school year, to the bookkeeper who shall reimburse the teacher at the end of each semester and on September 1.
- C. Teachers not electing health insurance coverage through the school shall apply up to the amount of the Super Med I Care Rider single subscriber premium toward the MESSA Fixed Option programs as determined by the Association. Any remaining dollars shall be applied on an individual basis to purchase any of the MESSA Variable Options. Any amounts exceeding the Board subsidy shall be payroll deducted. If a husband and wife are both members of this bargaining unit, no more than one shall elect health insurance coverage. An open enrollment period shall be provided whenever premium subsidy amounts change for the groups.
- D. The open enrollment period shall be jointly established by the Board and Association.
- E. For part-time teachers who need health insurance, the Board shall pay a pro rata amount of the applicable Choices II premium for health only based on hours worked. (Example: half-time teacher pays half of the premium and the Board pay half of the premium.)

Part time teachers who do not need health insurance shall receive Plan B full paid.

SECTION 5.2 - PROFESSIONAL COMPENSATION

- A. The basic salaries of teachers covered by this Agreement are set forth in Section 5.3 which is attached to and incorporated in this Agreement.
- B. All teachers newly employed may be given credit on the salary schedule set forth in Section 5.3 for outside teaching experience in any public school in Michigan and other teaching experience for which credit is allowed.
- C. A teacher's hourly rate of pay shall be figured by the following formula:

$$\frac{\text{Base Salary}}{\text{Contract Days} \times 6} = \text{Hourly Rate}$$

The number of contract days shall be determined by the number of days in the school year for which student attendance is counted. This figure is to be determined prior to the first day of school from the contracted school calendar.

Part-time teachers' salary schedule:

Teaching hours	1	2	3	4	5	6
Allotted prep hours	1/6	1/3	1/2	2/3	5/6	1.0
% of Base Pay	16.6%	33.3%	50.0%	66.7%	83.0%	100%

from Salary Schedule

Calculation of salary steps for part-time teachers:

Part-time teaching personnel should be advanced upon the salary schedule for teaching experience as follows:

1. Persons teaching an average of three hours per day for the year should receive full increment credit.
2. Persons teaching an average of between one and three hours per day averaged for the year, should receive one-half of one annual increment.
3. Persons averaging less than one teaching hour per day for the year are to receive no salary increment.

### SECTION 5.3 - SALARY SCHEDULE

- A. The Board agrees to pay all the bargaining unit members their step and academic column increase at the beginning of each contract year.
- B. The 2005-2006 salary schedule will be increased by two percent (2%) over the 2004-2005 salary schedule, and the 2006-2007 and 2007-2008 salary schedules will reflect an increase of two percent (2%) each year and will be printed in the 2005-2008 contract.
- C. LONGEVITY:

For 17, 18 and 19 credited years of service, the teachers on the BA+20 and MA Degree Schedules will receive 1.04 of the 15th step. For 17, 18 and 19 credited years of service, the teachers on the MA+15 Degree Schedule will receive 1.027 of the 15th step.

For 20 credited years and above of service, the teachers on the BA+20 and MA Degree Schedules will receive 1.0712 of the 15th step. For 20 credited years and above of service, the teachers on the MA+15 Degree Schedule will receive 1.058 of the 15th step.

#### 2004/2005 Salary Scale

	BA	BA20	MA	MA15
1	30,374	31,012	31,642	32,278
2	31,619	32,456	33,253	34,052
3	32,969	33,976	34,974	35,925
4	34,352	35,558	36,784	37,904
5	35,801	37,228	38,685	40,012
6	37,309	38,980	40,690	42,185
7	38,891	40,821	42,811	44,507
8	40,537	42,748	45,042	46,954
9		44,782	47,405	49,535
10		45,720	49,888	52,260
12		46,299	51,406	53,781
15		47,800	52,926	55,296
17		49,713	55,042	56,790
20		51,204	56,694	58,504

#### 2005-2006 Salary Scale

	<u>BA</u>	<u>BA20</u>	<u>MA</u>	<u>MA15</u>
1	30,981	31,632	32,275	32,924
2	32,251	33,105	33,918	34,733
3	33,628	34,656	35,673	36,644
4	35,039	36,269	37,520	38,662
5	36,517	37,973	39,459	40,812
6	38,055	39,760	41,504	43,029
7	39,669	41,637	43,667	45,397
8	41,348	43,603	45,943	47,893
9		45,678	48,353	50,526
10		46,634	50,886	53,305
12		47,225	52,434	54,857
15		48,756	53,985	56,402
17		50,707	56,143	57,926
20		52,228	57,828	59,674

2006-2007 Salary Scale

	<u>BA</u>	<u>BA20</u>	<u>MA</u>	<u>MA15</u>
1	31,601	32,265	32,920	33,582
2	32,896	33,767	34,596	35,428
3	34,301	35,349	36,387	37,376
4	35,740	36,995	38,270	39,435
5	37,247	38,732	40,248	41,628
6	38,816	40,555	42,334	43,889
7	40,462	42,470	44,541	46,305
8	42,175	44,475	46,862	48,851
9		46,591	49,320	51,536
10		47,567	51,903	54,371
12		48,169	53,483	55,954
15		49,731	55,064	57,530
17		51,721	57,266	59,084
20		53,273	58,984	60,868

2007-2008 Salary Scale

	<u>BA</u>	<u>BA20</u>	<u>MA</u>	<u>MA15</u>
1	32,233	32,910	33,579	34,254
2	33,554	34,443	35,288	36,136
3	34,987	36,056	37,115	38,124
4	36,455	37,734	39,035	40,224
5	37,992	39,507	41,053	42,461
6	39,593	41,366	43,181	44,767
7	41,271	43,320	45,431	47,231
8	43,018	45,365	47,799	49,828
9		47,523	50,307	52,567
10		48,518	52,942	55,459
12		49,133	54,552	57,073
15		50,726	56,165	58,681
17		52,756	58,411	60,266
20		54,338	60,164	62,085

SECTION 5.4 - EXTRA-CURRICULAR

- A. Coaches or sponsors shall continue in their positions from one year to the next, if the activity continues, unless their yearly evaluation calls for dismissal from that assignment. Except in an emergency a teacher once committed to an assignment shall continue in that capacity for the school year or the normal duration of the activity.
- B. Salary shall be paid in a lump sum at the conclusion of each respective season or activity. Exceptions may be granted with prior approval by the Superintendent. Payment will be made when all equipment for the season is inventoried and accounted for to the Athletic Director.
- C. If the Athletic Director is responsible for evaluating teachers, then he or she is a supervisory exclusion under Section 1.3 - Recognition.
- D. Based upon re-appointment to the same extra-curricular position, the following procedure shall be used for calculating extra-curricular salary:
  - 1. Year 1 Extra-Curricular Stipend x BA Step 1 = Salary
  - 2. Year 2 Extra-Curricular Stipend x BA Step 2 = Salary
  - 3. Year 3 Extra-Curricular Stipend x BA Step 3 = Salary
- E. It is understood that incremental advancement is dependent upon continuous service in the same activity to a maximum of three (3) years. Any change from one activity level to another, will cause the individual to revert back to the BA salary base step 1.

<u>ITEM</u>	<u>% of BA Minimum Base</u> <u>(Subject to Above Paragraphs)</u>
Varsity Basketball	11%
J.V. Basketball	8%
Track	8%
J.V. Volleyball	7%
Volleyball	8%
7 <sup>th</sup> Grade Volleyball	6%
8 <sup>th</sup> Grade Volleyball	6%
Golf	8%
Baseball	8%
Softball	8%
7th Grade Basketball	6%
8th Grade Basketball	6%
Senior Class	3.5%
Junior Class	2.5%
Sophomore Class	1.5%
Freshman Class	1.5%
Yearbook	7%
Play Director	2.5%
A.V.	3%
J.V. and Varsity Cheerleading	7%
Junior High Cheerleading (7th & 8th Grade)	6%
Pep Band	2%
Band	1%/Concert or Parade
Athletic Director	13%
Student Council	1%
Computer Coordinator	4%
NHS	1%
OM (four teams)	1% - 1% - 1% - 1%
After School Instructor	@\$30.00 an hour

SECTION 5.5 - EARLY RETIREMENT INCENTIVE

- A. Should the Board decide to institute an early retirement incentive, the parties will bargain said incentive.

#### SECTION 6.1 - MISCELLANEOUS PROVISIONS

- A. No polygraph or lie detector device shall be used in any investigation of any teacher.
- B. This Agreement shall constitute the full and complete commitments between both parties and may be altered, changed, added to, deleted from or modified only through the voluntary mutual consent of the parties in written and signed amendment to this Agreement.
- C. 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 and any individual contract hereafter executed shall be expressly made subject to and consistent with the terms of this or subsequent agreements to be executed by the parties. If an individual contract contains any language inconsistent with this Agreement, this agreement, during its duration, shall be controlling.
- D. If any provision of this Agreement or any application of the Agreement to any employee or group of employees shall be found contrary to law, then such provision or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.
- E. Copies of this Agreement shall be printed at the expense of the Board and presented to all teachers now employed, hereafter employed or, if requested, considered for employment by the Board.
- F. The Board agrees at all times to maintain an adequate list of substitute teachers. Teachers shall be informed of a telephone number they may call to report unavailability for work. Once a teacher has reported unavailability, it shall be the responsibility of the administration to arrange for a substitute teacher.
- G. Failure to call the designated number prior to one hour before start of school, except in emergencies, will result in a letter of reprimand to the teacher's personnel file.
- H. If a teacher fails to call the designated number prior to one hour before the start of school, except in emergencies, more than once in a school year, the teacher shall forfeit compensation equal to the daily substitute teacher rate for each occurrence.
- I. A willful absence may result in the teacher being called before the Board of Education for disciplinary action.
- J. Teachers performing school accreditation duties as chairperson(s) shall be receive a stipend in the amount of five hundred dollars (\$500.00) payable at the end of the contract year.

#### SECTION 6.2 - REORGANIZATIONS AND CONSORTIA

- A. The Board shall notify the Association immediately whenever a district reorganization is contemplated, proposed, or under discussion with any other school district.
- B. In the event this district becomes involved in a reorganization with one or more districts or other entities, in whole or in part, the Board will use every effort possible to assure the continued recognition of the Association as the exclusive collective bargaining agent for the bargaining unit members involved.
- C. The Board shall make every effort not to enter into any contract, agreement, or other arrangement with any other school district or other entity whatsoever to combine or jointly provide services which are currently provided or could be provided by members of the Association, without the written authorization and agreement of the Association. Furthermore, without requesting or requiring an election, new employees and/or new positions resulting from reorganization shall be recognized by the Board as part of this bargaining unit, if the positions would otherwise fall within the general parameters of work performed by members of this bargaining unit.
- D. The Board further agrees to use every effort to assure the following:

1. All rights earned by or accruing to employees affected by the reorganization shall be retained by those employees, and the successor Employer shall be bound thereby. No bargaining unit member shall suffer a reduction in compensation, fringe benefits, hours or other terms or conditions of employment as a result of reorganization.
2. Seniority of all bargaining unit members shall be retained in the case of reorganization. If employees from another district are also included in the reorganization, and become employees of a successor to the Board, all employees will be placed on one seniority list. Each employee shall be accorded seniority based on years of continuous service in the district in which they were most recently employed, excluding time worked in an administrative capacity.
3. All employees of this district who have tenure status under the Teacher Tenure Act, or who have satisfactorily completed their probationary period and have permanent employee status under this contract, shall be accorded the same status in the successor school district or consortium. Individuals who have not achieved this status will be credited by the successor for time spent in the probationary period while employed in the district.
4. No employee shall be laid off or reduced in hour as a result of any reorganization.
5. When bargaining unit members are employed by a consortium, said employees shall be granted the right to return to this bargaining unit with time spent with the consortium credited for seniority and other purposes, if subject to a necessary reduction in personnel by the consortium.

SECTION 6.3 - GRIEVANCE REPORT FORM

LITTLEFIELD SCHOOL DISTRICT

Date of Filing \_\_\_\_\_

Distribution of form: Teacher submit to Superintendent in duplicate, Association

GRIEVANCE REPORT

BUILDING	ASSIGNMENT	NAME OF GRIEVANT	DATE FILED
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Section 1.10 (B)

Date of meeting with the Superintendent to discuss the grievance \_\_\_\_\_

Date of disposition given orally to the teacher and Association \_\_\_\_\_

STEP I

Section 1.10 (C)

A. Date Cause of Grievance Occurred \_\_\_\_\_

B. Section of Contract Affected \_\_\_\_\_

C. 1. Statement of Grievance \_\_\_\_\_

\_\_\_\_\_

2. Relief Sought \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
Signature Date

D. Date of meeting with the Superintendent to resolve the grievance (1.10 D) \_\_\_\_\_

E. Written disposition by Superintendent (1.10 D) \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
Signature Date

F. Position of Grievant and/or Association \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
Signature Date

STEP II

Section 1.10 (E)

A. Date of filing for mediation to the Michigan Employment Relations Commission (MERC)

\_\_\_\_\_

B. Result of Mediation: \_\_\_\_\_

C. Disposition of Superintendent \_\_\_\_\_

\_\_\_\_\_

Signature:

Date:

D. Position of Grievant and/or Association \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Signature:

Date:

STEP III

Section 1.10 (G)

A. Date Submitted to Arbitration \_\_\_\_\_

B. Disposition and Award of Arbitrator \_\_\_\_\_

\_\_\_\_\_

Signature

\_\_\_\_\_  
Date

If additional space is needed attach an additional sheet.

All provisions of Section 1.10 of this Agreement will be strictly observed in the settlement of grievances.

SECTION 6.4 - SCHOOL CALENDAR

- A. The first two days of school for teachers will be August 31 and September 1, 2005. The first day for students will be September 6, 2005 and will be a half-day of school beginning at 8:00 a.m. and ending at 11:30 a.m. for students.
- B. Parent/teacher conferences will be held on November 9 and 10, 2005 and February 15 and 16, 2006. Students will have a full day of school and conferences will be held from 6:00 p.m. to 8:30 p.m. on November 9 and February 15 and conferences will be held from 3:30 p.m. to 6:00 p.m. on November 10 and February 16. November 11 will be a half-day of school and will end at 11:30 a.m. for students and staff.
- C. Thanksgiving Break: Thursday and Friday. November 23 will be a half-day of school ending at 11:30 a.m.
- D. Christmas Vacation: Commencing after school on the last week day before Christmas Eve, unless Christmas falls on a Monday, Tuesday or Wednesday in which case vacation will commence after school the previous Friday.  
  
School Resumes: On the following Monday if New Year's Day falls on Thursday, Friday or Saturday; on the following Tuesday if New Year's Day falls on Sunday or Monday; and on Thursday if New Year's Day falls on Wednesday.  
  
The last day of school before Christmas will be December 22 and students will return on January 3, 2006.
- E. Spring Break is April 3 thru April 7, 2006.
- F. Good Friday is half-day ending at 11:30 a.m. for staff and students.
- G. Last day of school for students is May 26, 2006.
- H. Last day for teachers is May 31, 2006.
- I. November 1, 2005 is a Professional Development Day to attend the Char-Em wide Professional Development program.
- J. The work year shall be composed of one-hundred seventy-six (176) teacher days and one-hundred seventy (170) student days.



## APPENDIX A - EVALUATION FORM

Littlefield Public Schools

Name \_\_\_\_\_ Date \_\_\_\_\_

Grade or Subject \_\_\_\_\_ Time of Observation \_\_\_\_\_

Purpose of Evaluation: Tenure \_\_\_\_\_ Probationary Instructor \_\_\_\_\_

### NARRATIVE

Evidence upon which judgment is based. Refer to subtopics as necessary including special competencies within the subject field(s).

### PROFILE

NOT QUALIFIED - QUALIFIED - WELL QUALIFIED

#### I. THE LEARNING ENVIRONMENT

- A. Uses a variety of learning experiences.
- B. Uses a variety of instructional materials.
- C. Gives attention to the emotional atmosphere of the classroom.
- D. Uses community resources.
- E. Shows sensitivity to pupils' comfort.
- F. Provides an attractive, esthetically satisfying environment.
- G. Senses learning opportunities.

#### II. HUMAN RELATIONS

- A. Shows respect for the basic worth and dignity of the individual.
- B. Establishes effective relationships with people.
- C. Sensitive to interpersonal relations among pupils.
- D. Establishes effective relationships with parents.
- E. Establishes effective relationships with faculty.
- F. Possesses ability to make people feel comfortable.

#### III. TEACHING EFFECTIVENESS

- A. Communicates effectively with pupils.
- B. Writes with skill.
- C. Develops group participation.
- D. Demonstrates skill in evaluation.
- E. Shows an interest in teaching.

#### IV. ORGANIZATION, MANAGEMENT AND CONTROL

- A. Gives evidence of preplanning ability.
- B. Demonstrates ability to plan with pupils.
- C. Provides for individual differences.
- D. Shows flexibility in meeting change.
- E. Shows effectiveness in classroom management.



F. Handles problems of discipline effectively.

V. STRENGTHS IN SUBJECT MATTER

- A. Give evidence of background preparation.
- B. Demonstrates skill in applying knowledge through teaching.
- C. Recognizes the worth of his/her own experiences and uses them in teaching.
- D. Points out the interrelatedness of knowledge to pupils.

VI. THE TEACHER AS A PERSON

- A. Exhibits poise and self-confidence.
- B. Demonstrates emotional stability.
- C. Gives evidence of good general health
- D. Shows initiative.
- E. Exhibits a professional spirit.
- F. Gives evidence of dependability.
- G. Shows care in personal appearance.
- H. Makes use of a sense of humor.

RECOMMENDATION

- \_\_\_\_\_ Probation
- \_\_\_\_\_ Continued Probation
- \_\_\_\_\_ Tenure
- \_\_\_\_\_ Continuing Tenure
- \_\_\_\_\_ Dismissal

\_\_\_\_\_  
Evaluator's Signature

\_\_\_\_\_  
Evaluator's Title

I have read this total evaluation.

\_\_\_\_\_  
Evaluatee's Signature

\_\_\_\_\_  
Date

Copies of this evaluation are distributed to the following files:

- A. Teacher Personnel File
- B. Teacher
- C. Evaluator

The parties agree to create a review committee to begin meeting during the 2002-2003 school year to review and, if necessary, make changes to the evaluation procedures and document. The committee shall consist of three (3) teachers chosen by the Association and an equal number of representatives selected by the Board. The committee report shall not be adopted without mutual ratification by the parties.

