

Section 11.2.A - Recognizing the need to maintain stability for students, mid-year layoffs will be implemented only when a shortage of revenue is severe.

Section 11.2.A.1 - The Board shall develop, considering input from the Sparta Education Association and teachers, the educational program for the forthcoming school year. Whenever possible, notice and publication of programs and positions affected by layoff shall be posted prior to implementation of layoffs.

Section 11.2.A.2 - Beginning with the first name on the seniority list, each teacher shall be placed in an assignment in the following order of priority as certified and \*qualified:

Section 11.2.A.2.a - Current grade/department; voluntary transfer if agreed upon by the teacher, Administration, and Association; or assignment per 11.2; if not available then,

\*\*Section 11.2.A.2.b - Current grade/department in another building; if not available then,

\*\*Section 11.2.A.2.c - Another grade/department in their current building; if not available then,

\*\*Section 11.2.A.2.d - Another grade/department in another building,

\*\*Section 11.2.A.2.e - If no vacancy is available in any grade/department for which the individual is certified and \*qualified in any building, the individual will be laid off. Written notification in accordance with the time lines herein provided will be forwarded to the affected teacher(s) and the Sparta Education Association President.

\*\*If a choice of building, grade or department is possible, the teacher's choice shall be honored.

\*Section 11.2.A.3 - Qualification for placement in position shall be defined as holding the appropriate K - 12 teaching certificate from the State of Michigan. Other special requirements will apply as follows:

Meet "No Child Left Behind" requirements, and/or all other qualifications as defined by State or Federal laws.

Section 11.2.A.4 - Tenure teachers shall have priority over probationary teachers when all consideration other than seniority are equal. No teacher will be issued an individual contract granting him/her tenure in position.

Section 11.2.A.5 - The provisions of Article XI will prevail over other Sections of this Agreement when the Reduction and/or Recall process is in effect.

Section 11.3 - Laid off teachers shall be recalled to the first vacancy for which they are certified and \*qualified and in reverse order of layoff. Laid off teachers shall be recalled within a reasonable time following the resolution of circumstances which precipitated the reduction of staff. If the position that the teacher is recalled to is more or less than the laid off position, the teacher may turn down the recall and retain lay off status as provided in Section 11.3.A. \*(Refer to Section 11.2.A.3 for definition of qualified)

Section 11.3.A - Notifications of recall shall be in writing with a copy to Sparta Education Association President. The notification shall be sent by certified mail, restricted delivery, to the laid off teacher's last known address. It shall be the responsibility of each teacher to notify the Board in writing of any change in address. Recalled teachers must notify the Board of acceptance or denial of recall within five (5) days of receipt of notification of recall. Failure to do so will result in termination.

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Section 11.3.B - A laid off teacher shall be considered laid off until he/she is reinstated in the Sparta Area Schools or terminates employment provided that the employee yearly updates, by certified mail on or before June 30 of each year, his/her wish to remain on lay off status.

Section 11.3.C - Recalled teachers shall be entitled to all accrued rights and benefits obtained during employment at the time of their notice of layoff. The need to use such benefits shall not be reason to delay or obstruct recall to a position under these provisions.

Section 11.3.D - All teachers subject to layoff shall receive full fringe benefits, as provided within this Agreement, prorated on the portion of the current school year completed.

Section 11.3.E - A laid off teacher may continue his/her health, dental and life insurance benefits during the period of layoff by paying monthly the normal per subscriber group rate premium for such benefits to the Board.

Section 11.3.F - During a period of impending layoffs, the Board agrees to consider all requests for voluntary layoffs from those teachers who make such requests.

Section 11.3.F.1 - The option to exercise voluntary layoff by the teacher shall be done on an annual basis.

Section 11.3.G - Teachers completing the period of voluntary layoff will be assigned to their previous grade department assignments.

## **ARTICLE XII Leave Pay and Leave of Absence**

Section 12.1 - Teachers will receive ten (10) work days available as sick leave at the beginning of the school year with unlimited accumulation.

Section 12.1 .A - teachers on unpaid leave (does not apply to FMLA leaves), or terminating employment will have leave days prorated to the percent of contract days actually worked.

Section 12.2 - Any teacher whose personal illness extends beyond the period compensated under Section 12.1 shall be granted a leave of absence without pay for such time as is necessary for complete recovery from illness. This leave extension shall be reviewed annually. Upon return from leave, a teacher shall be assigned to the same position, if available, or a substantially equivalent position.

Section 12.3 - Upon recommendation of the Superintendent, the Board may, at Board expense, require a teacher to submit to a mental or physical examination by a mutually agreed upon appropriate specialist to determine whether involuntary sick leave is warranted. (The mutual agreement will be between the Board and the Association.) The Board expense will be that not covered by health insurance.

Section 12.4 - Leaves of absence with pay, chargeable against the teacher's allowance, shall be granted for the following reasons:

A. Personal illness

B. Illness in \*immediate family

C. Upon administrative approval, time necessary for attendance at the funeral services of persons whose relationship to the teacher warrants such attendance.

D. Each teacher shall be allowed four (4) personal days to be deducted from accumulated sick days. These days may not be used on teacher in-service days, except with the approval of the Superintendent, personal leave days may be used on teacher in-service days for the purpose of attending professional development activities related to the teacher's district responsibilities or a documented emergency. A limited number of teachers may use a personal day preceding and following a holiday or vacation day. The total number of approved leaves may not exceed four (4) at the Elementary level (K - 5), and four (4) at the Secondary level (6 - 12). Leave requests must be submitted eight (8) calendar weeks prior to the date of the requested leave. If the number of requests exceeds the limit a lottery will determine approval. All requests made after the deadline will be denied with the exception of a documented emergency at the discretion of the Superintendent. (Each teacher will be limited to one approved request per contract year.)

E. Matters of an emergency or business nature that cannot be accomplished on other than a school day will be allowed at the discretion of the Superintendent. These days may be requested only after personal leave time outlined in Section 12.4D has been exhausted.

F. Personal days and '7.10.A.2 days may be used to a maximum of three consecutive work days without prior approval by the Superintendent.

Section 12.5 - Leaves of absence with pay, not chargeable against the teacher's allowance, shall be granted for the following reasons:

A. A maximum of three (3) days per school year for each death in the immediate family. Additional leave may be allowed under Section 12.4 of this Article. Two (2) additional days not charged against the sick leave allowance may be requested of the Superintendent.

"-Spouse, children, mother, father, mother-in-law, father-in-law, sister, brother, grandparents, grandchildren, or any other member of the family who clearly has the same relationship as these as determined by the Superintendent. .

B. Absence when a teacher is called for jury service. Pay will be allowed for the difference between the jury duty pay and the teacher's salary.

C. Court appearances as a witness in any case connected with the teacher's employment or the school or whenever the teacher is subpoenaed to attend any proceedings. Any monies reimbursed to the teacher, minus expenses, shall be reimbursed to the school district up to the teachers per diem rate.

D. Time necessary to take the selective service physical examination for classification.

Section 12.6 - Leaves of absence without pay, not to exceed one year, shall be granted upon application for the following purposes: (Application may be made for renewal.)

A. A sabbatical leave may be granted according to the provisions of the School Code. A teacher on sabbatical leave under this Agreement shall receive full insurance benefits for that year.

B. Family Medical Leave Act of 1993 - All provisions of the Family Medical Leave Act of 1993 (FMLA) will be adhered to in accordance with the current provisions of the Act. Information outlining the current FMLA provisions will be made available upon request in the Personnel

A UZUCCI. UAPLULGLLULL . . ., "U - \_\_ of the Superintendent with the understanding that at the end of the leave, the teacher either returns to a position assigned by the Administration or he/she submits a letter of resignation. The teacher must submit a letter of intent to return by April 15\* of the year of leave. Failure to submit an intent letter by April 15\* will result in termination.

Section 12.7 - A teacher shall be granted a child care leave commencing at a date mutually agreed upon by the teacher and administration. This leave will be granted as outlined by the provisions of FMLA (see 12.6.B.). If a teacher has accrued sick days, these days may be used for paid leave to run concurrently within the 12 weeks provided by FMLA. If a teacher requires additional time off due to a serious health condition of the teacher or child, and if this teacher has accrued sick days, this paid leave time will be extended with

a doctor's certificate. The teacher shall be entitled to return from such leave without loss of placement on the salary schedule.

Section 12.7.A. - Should a need arise to extend this leave beyond the timelines allowed under FMLA, this extension may be granted by the recommendation from the Superintendent to the Board.

Section 12.8 - Military leaves of absence shall be granted to any teacher who shall be inducted or shall enlist for military duty to any branch of the armed forces of the United States in accordance with the Veteran's Reemployment Acts Law.

Section 12.9 - teacher, upon return from unpaid child care leave shall be assigned to the same position, if available, or to a position of the like nature and status. The Superintendent shall review requests for leave extension annually.

Section 12.9.A - A teacher, upon return from a sabbatical, shall be restored to his/her former position, subject to the conditions of Section 11.2.

Section 12.9.B - Any period spent on sabbatical leave or military service shall be treated as time taught for purpose of the salary schedule and seniority as set forth in Schedule A of the Appendix of this Agreement.

Section 12.10 - Short periods of time off without pay for personal reasons may be granted at the discretion of the Superintendent of Schools. Pay shall be deducted for each day lost, based upon the number of teacher workdays.

Section 12.11 - A teacher who retires from teaching after fifteen (15) years or more of service in the Sparta Area Schools, will receive terminal pay of \$20.00 per day for his/her unused sick leave.

Section 12.12 - The Superintendent may approve visitation at other schools and attendance at educational conferences or conventions, including Association meetings.

Section 12.13 - Teachers shall be reimbursed for pre-approved mileage at .40 per mile. Approved conference or convention fees will be paid by the district. Meals shall be reimbursed up to 17.00 per day when attending approved conferences or conventions. A teacher wishing to attend a conference at his/her own expense may do so upon the approval of the Superintendent.

ARTICLE XIII Evaluation

Section 13.1 All monitoring or observations, including the use of closed circuit television, audio systems, and similar devices when used for teacher evaluation, shall be conducted openly with the full knowledge of the teacher. The administration must deal openly and on a continuing basis with perceived problems

1 - measurement the teacher. in IDP. concerning teacher performance. That criteria outlined on the evaluation form and standards of measurement used must be shared with the teachers by the administration at a staff meeting. Any teacher missing said staff meeting will be responsible for obtaining the criteria and standards of measure from the building administrator.

Section 13.2 - Evaluations of teachers shall be conducted by the teacher's immediate principal or an administrator working in the same building. A teacher or the building administrator may request such evaluation to be conducted by a central office administrator. The request will be granted upon mutual agreement between the Association and Superintendent.

Section 13.3 - The work performance of all teachers shall be evaluated in writing. The length of a planned observation will be determined at the pre-observation conference by mutual agreement.

Section 13.4 - The teaching performance of non-tenure teachers will be observed at least three (3) times each school year: two (2) times in the first semester and once before the end of the third quarter. The first observation shall be made prior to October 30th; the second, prior to December 30th. The third shall be

1 - observation shall be made prior to March 31st. Documentation of observations and conference with the teacher will be done in writing and become part of the summative evaluation. The summative evaluation will be completed prior to March 31 of each probationary year. An Individual Development Plan (IDP) will be developed and/or revised by December 30th of each probationary year.

Section 13.5 - Tenured teachers will be evaluated when performance seems to warrant it, but at least once every three (3) years. Teachers who demonstrate satisfactory performance will develop an enrichment plan as part of the evaluation cycle. Teachers who demonstrate unsatisfactory performance will be placed on an individual Development Plan (IDP). The Summative Evaluation will be completed prior to March 31.

Section 13.6 — The principal (evaluator) will hold a personal conference with the teacher within five (5) days after each observation for the purpose of discussing the teacher's work performance. During this conference the teacher and principal will mutually agree on the date for reviewing the written evaluation. This review

1 - (one week prior the teacher and principal will

will occur within three (3) weeks of the conference. All observations must be completed one (1) week prior

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to spring break.

Section 13.7 - With the completion of a satisfactory evaluation, the teacher will develop an enrichment plan.

The teacher may Work alone or with one or more other colleagues. The enrichment plan must be based on W -11 1....1,;+ mm up and evaluated.

The success or failure of the enrichment plan will not be a criterion for evaluations. However, good faith or lack of good faith effort to carry out the enrichment plan will be noted on the next formal evaluation.



Section 13.8 - A copy of the Written evaluation shall be given to the teacher at the final evaluation conference. A copy would then be signed indicating completion of the conference and returned to the administrator. In the event that the teacher feel his/her evaluation was incomplete or unjust, within ten (10) days following the final conference, the teacher may put his/her objections in Writing and have them attached to the evaluation report of the principal to be placed in his/her personnel file. All evaluations shall be based upon the criteria as outlined in the evaluation form contained in the contract. All unsatisfactory work performance will be documented.

Section 13.9 - In the event that an administrator indicates an area(s) unsatisfactory in a teacher's work performance, the administrator will allow reasonable time for correcting the deficiency(ies) and prescribe a written plan of assistance using the following procedure to assist the teacher:

- A. Specific behaviors representing the deficiency(ies) will be clearly stated.
- B. Specific strategies for overcoming the deficiency(ies) will be stated.
- C. The expectations of the administrator will be stated using measurable criteria so that both the teacher and administrator recognize if/when the deficiency(ies) is corrected.
- D. During the time given for correcting the deficiency(ies) the administrator will monitor and discuss progress with the teacher on a regular basis.
- E. When the procedure for correcting the deficiency(ies) has been completed, the administrator will place in the file a letter stating such, with a copy to the individual teacher.
- F. In subsequent observation and evaluation reports, failure to again note specific deficiency(ies) shall be interpreted to mean that the teacher has made adequate improvement.

Section 13.10 The content of an adverse evaluation of teacher performance shall not be considered subject to the grievance provision. Only violations of the procedures are grievable.

Section 13.11 - The evaluation form used to begin the evaluation process will remain in effect for the duration of the contract and appear in the Appendix. By mutual agreement of the Board and the Association, the contents of the form may be modified or altered, if necessary.

See Appendix 2 for evaluation forms.

The new evaluation system will be implemented. A Merit Pay P001 of \$5,000 will be created to be evenly divided by those teachers receiving a rating of "exceeding expectations" in the evaluation process.

## ARTICLE XIV

### Teacher Protection

Section 14.1 - Good order and discipline is necessary for effective teaching. Each teacher is responsible for maintaining such an atmosphere in each of his/her classes. The Board recognizes that, through its administrative staff, it will support its teachers in taking actions to maintain proper classroom order.

Section 14.1.A - If, in a teacher's judgment, it appears that a particular student requires the attention of special counselors, social workers, law enforcement personnel, physicians or other professional persons, a teacher will consult with the administrative staff in which particulars are put in writing, with a copy going to each of the two parties. Thereafter, reasonable steps will be taken by the administrative staff to assist in relieving the teacher of responsibility with respect to said student.

Section 14.1.B - After consultation with the administrative staff in which full particulars are put in writing, with a copy going to each of the two parties, a teacher may exclude a student from class when the grossness of the offense, the persistence of the misbehavior, the disruptive effect of the violation makes the continued presence of the student detrimental to maintaining proper classroom order and discipline. If no action is taken by the building level administrative staff within five (5) school days, the teacher may appeal to the Superintendent to resolve the problem concerning the student's exclusion.

Section 14.1.C - A teacher may use such reasonable force as is necessary to protect himself/herself from attack or to prevent injury to another teacher, student, administrator, or other school employee.

Section 14.2 - Any case of assault upon a teacher while in pursuit of his/her employment or any complaint or suit against a teacher as a result of any action taken by the teacher while in pursuit of his/her employment, shall be promptly reported to the Board or its designated representative. The Board will promptly provide legal counsel to advise the teacher of his/her rights and obligations with respect to such assault, complaint, or suit.

Section 14.2.A - If any complaint or suit against a teacher as a result of any action taken by the teacher while in pursuit of his/her employment requires the teacher to hire legal counsel for his/her defense, the Board shall provide the opportunity for the teacher to receive an advance of his earnings accumulated up to that time.

Section 14.3 - Any employee who is absent due to injury or illness compensable under the Michigan Worker's Compensation Law, shall receive the difference between the disability wage benefit and his/her regular wage. The amount of regular wages received will be based upon the teacher's accumulated sick leave and charged prorata against such sick leave accumulation.

Section 14.3.A - Time lost by a teacher because of injury arising out of assault upon said teacher while in pursuit of his/her employment will not be charged against the teacher's sick leave allowance.

Section 14.3.13 - The Board shall reimburse a teacher for damage or destruction, by a student, of the teacher's

clothing or personal property in his/her classroom not covered by the teacher's insurance while the teacher is on duty or in a job related function.

Section 14.4 — Any complaints by a parent or student directed toward a teacher shall be called to the teacher's attention immediately before any judgement is made or action taken involving such teacher. If a complaint is put in writing and is placed in the teacher's personal or personnel file, the teacher will have an opportunity to add comments and be provided a copy of the complaint.

Section 14.4.A - If a complaint by a parent or student is lodged against a teacher to a Central Administrator or Board of Education member, the Administrator or Board member shall direct the parent or student to the building administrator.

Section 14.5 - A bargaining unit member shall be entitled to have present a representative of the Association during any meeting which leads to disciplinary action. When a request for such representation is made, no action shall be taken with respect to the teacher until such representation of the Association is present. Such representation must be present within twenty-four (24) hours following the request by the Administration.

Section 14.6 - Should disciplinary action likely occur at a given meeting, the teacher shall be advised immediately of said possibility and be advised of the right to representation under this provision of the Agreement.

Section 14.7 - Each teacher shall have the right upon request, to review the contents of his/her own personnel or personal file. A representative of the Association may, at the teacher's request, accompany the teacher in his/her review. This review must be made in the presence of the administrator responsible for the safekeeping of Such a file.

Section 14.8 - Each teacher's personal or personnel file shall contain the following items of information:

Medical information if pertinent  
All teacher evaluation reports

A copy of the teaching certificate  
Transcript of academic records  
Tenure recommendation  
Layoff and recall notices

Application and resume

Criminal Record Check (as provided by law)  
Letter of hire by the Board of Education  
Request of transfer

Section 14.9 - Documents - Material placed in the teacher's personal or personnel file of an adverse nature, requires that the teacher have an opportunity to examine and file a response before said material shall become a part of the file.

When the process for correcting areas mentioned as needs improvement or unsatisfactory has been completed, the administration will place in the file a letter stating such, with a copy to the individual teacher.

## ARTICLE XV Grievance

Section 15.1 - Any grievance is defined as a disagreement on the part of any teacher, group of teachers, or the Association in connection with wages, hours, terms, and conditions of employment as defined in this Agreement. Such grievances shall be limited to the provisions of this Agreement. The SEA/IVEA/NBA will designate a representative(s) for the purpose of processing grievances in accordance with his/her duty of representation as expressed under Section Seven and Eleven of PA 379 as amended.

The Association will not pursue any grievance without the expressed written approval of the teacher or group of teachers involved.

In order that grievances may be handled in an orderly fashion, the following procedure shall be followed:

### LEVEL I

Any teacher, group of teachers, or the Association or designee believing that there has been a violation of any provision of this Agreement shall, within ten (10) school days after the alleged violation, orally discuss the matter with the building Principal of the school involved. If a satisfactory settlement cannot be reached, the grievance and the Principal's answer shall then be reduced to writing, the grievance report form in the Appendix, within five (5) school days with notice given to the grieving party/parties and the Association or designee.

### LEVEL II

Within five (5) school days following the receipt by the teacher, group of teachers, or the Association's designee of the Principal's written response, the grievance shall be filed with the Superintendent or designee. The Superintendent or designee shall, within five (5) school days after receipt of the written grievance, meet with the

grieving party/parties in an attempt to resolve the dispute. If such a meeting does not resolve the grievance, the Superintendent or designee shall submit an answer, in writing, to the Association designee and teacher within five (5) school days. The grievance shall then be transmitted by the Superintendent to the Board within five (5) school days.

### LEVEL III

At its next regular meeting, the Board shall review the grievance. The Board may hold a hearing, may designate one (1) or more of its members to hold a hearing or otherwise investigate the grievance, or may prescribe such other procedure that it deems appropriate for consideration of the grievance, provided however, that

that in no event, except by written agreement between the Board and the Association's designee, shall final determination of the grievance be made by the Board or its delegated representatives more than fifteen (15) school days after the above meeting.