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8/31/98

MASTER AGREEMENT

BETWEEN

THE LITTLEFIELD BOARD OF EDUCATION

AND

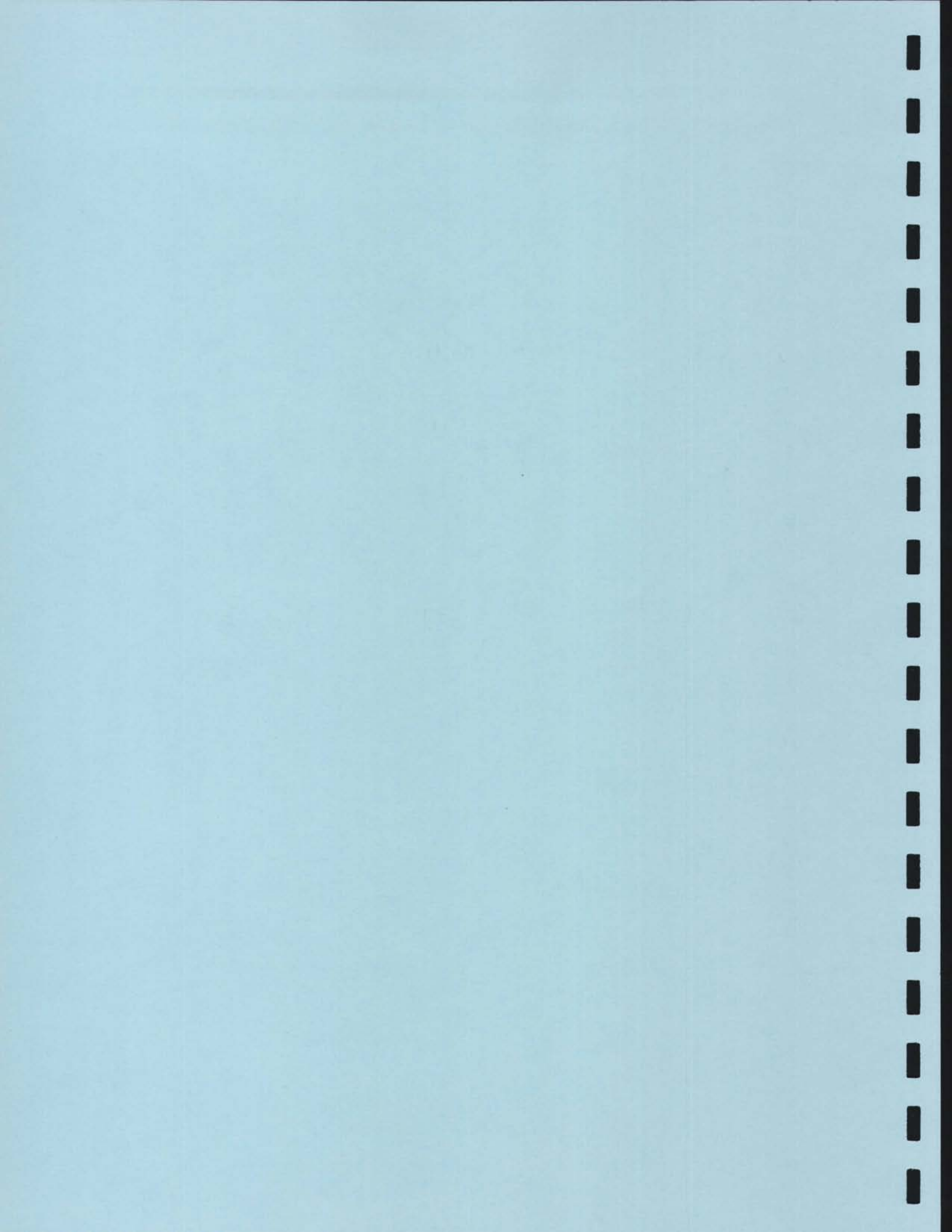
THE NORTHERN MICHIGAN EDUCATION  
ASSOCIATION

FOR

THE LITTLEFIELD EDUCATION ASSOCIATION

1994-1998

*Littlefield Public School*



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SECTION 1.1 - STATEMENT OF AGREEMENT

- A. This Agreement is entered into this first day of September, 1994, by and between 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 and morale 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

This Agreement shall be effective September 1, 1994 and shall continue in effect until August 31, 1998. 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 Cecily K. White  
Its President

By Jeanne Williams  
Its President

By Kathleen P. Zwick  
Its Chairperson

By Lancy Blumke  
Its Secretary

By Kathleen P. Zwick  
Its Spokesperson

By Sean J. Thomas  
Its Spokesperson

By Terry J. Coy  
Its Uniserv Coordinator

By Ken E. Gaud  
Its Member

By Daniel W. Bennett  
Its NMEA/MEA/NEA Chairperson

By Robert D. White  
Its Member

By Kenneth D. Hunt  
Its Member

By Catherine Greenhoe  
Its Member

By B. J. Shuman  
Its Member

By Lawrence H. Hubbard  
Its Member

Nathan Cameron

Dated this 14th day of September, 19 95.

#### 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. The Association accordingly agrees it will not, during the period of this Agreement, directly or indirectly, engage in or assist in any strike as defined by Section 1 of the Public Employment Relations Act.
- B. The Board agrees it will not, during the period of this Agreement, directly or indirectly, engage in or assist in any unfair labor practice as defined by Section 10 of the Public Employment Relations Act.
- C. Nothing in this Section shall require the Board to keep schools open in the event of severe inclement weather or when otherwise prevented by an Act of God or a labor dispute with employees outside of the bargaining unit, and nothing shall require teachers to report for work in such circumstances.

#### 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.
- 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 equivalent 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 or any violation, misinterpretation, or misapplication of a rule, order, or regulation of the Board, 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 building principal either personally or accompanied by the Association representative within fifteen (15) school days of the alleged grievance. Within five (5) school days after discussion of the grievance, the building principal shall give the disposition orally to the teacher and association.
- C. If the grievance is not resolved informally, the teacher shall, within five (5) school days of receipt of the building principal'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 principal. If the grievance involves more than one school building, it may be filed with the superintendent or a representative designated by him/her.
- D. Within five (5) school days of receipt of the grievance, the principal shall meet with the Association in an effort to resolve the grievance. The principal shall indicate his/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 principal or if no disposition has been made within five (5) school days of such meeting [or ten (10) school days from the date of filing, whichever shall be later], the grievance shall be transmitted to the superintendent by filing a written copy. 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 position of the grievance in writing within five (5) school days of such meeting and shall furnish a copy thereof to the Association.
- F. If the Association is not satisfied with the disposition of the grievance by the superintendent or his/her designee, or if no disposition has been made within five (5) school days of such meeting [or fifteen (15) school days from the date of the original filing, whichever shall be later], the grievance shall be transmitted to the Board by filing a written copy thereof with the secretary or other designee of the Board. The Board, no later than its next regular meeting or two (2) school weeks, whichever shall



be later, shall meet with the Association on the grievance. Disposition of the grievance in writing by the Board shall be made no later than seven (7) calendar days thereafter. A copy of such disposition shall be furnished to the Association.

- G. 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 the Board of Education/Designee's decision was due. 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 judgement thereon may not be entered in any court of competent jurisdiction.
- H. The fees and expenses of the arbitrator shall be shared equally by the parties.
- I. The arbitrator shall have no power in the termination of services of or failure to reemploy any probationary teacher unless the discharge is for Association activities.
- J. 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.
- K. Notwithstanding the expiration of this Agreement, any claim or grievance arising thereunder may be processed through the grievance procedure until resolution.

#### 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 bypass 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 negotiations are conducted during regular school hours, release time shall be provided for the Association negotiating committee.
- 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 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.
- B. 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 judgement 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.
- C. The Board declares its support of a policy of filling vacancies, including vacancies in a supervisory position, from within its own teaching staff. Whenever a vacancy arises, the superintendent shall promptly post the vacancy in the teachers' lounge or at the mailboxes, or in the summer by mail to all members of the Association. Vacancies shall be filled on the basis of the experience, competency and qualifications of the applicant, length of service in the district and other relevant factors. An applicant with less service in the district shall not be awarded such position unless his/her qualifications shall be substantially superior.
- D. "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.
- E. If no interest is shown from within the bargaining unit or if applicants from within the bargaining unit do not have the qualifications to do the work, the manner in which the job will be filled will be at the discretion of the Board.
- F. 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 Board of Education. The Board of Education shall render a decision on the dispute which will be final.
- G. 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, mimeographing machines, 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 the Association to process any grievance or complaint.
- 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. Consistent with the Code of Ethics of the Education Profession, as amended July, 1970, 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.
- 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 forty-five (45) days, such teacher shall receive full contractual compensation and benefits beginning with the forty-sixth (46) day. Any such "temporary" (temporary being defined as less than 120 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 sixty (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.
- 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).
- Q. 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 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 shall 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. 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 and 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 and 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. The Board recognizes that the Code of Ethics of the Education Profession is considered by the Association and its membership to define acceptable criteria of professional behavior. (See Appendix C- Code of Ethics)
- C. 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.
- D. The Association recognizes that abuses of sick leave or other leaves, chronic tardiness or absence, willful deficiency in professional performance or other violations of discipline by a teacher reflect adversely upon the teaching profession and create undesirable conditions in the school building. Alleged breaches of discipline or the Code of Ethics of the Education Profession shall be promptly reported to the offending teacher and to the Association. The Association will use its best efforts to correct breaches of professional behavior by any teacher and, in appropriate cases, may institute proceeding against the offending teacher.
- E. 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.
- F. 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 sent 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 permanent and continuing 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 hours in any Summer School program. Teachers shall be compensated for teaching in any such programs at the hourly rate of \$11.10 for the year 1995-96, \$11.50 for the year 1996-97, and \$12.00 for the year 1997-98.



- 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 judgement 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. Mentees shall be provided with a minimum of fifteen (15) days of professional development induction during their first three (3) years of classroom teaching.
- G. 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 set forth in the Code of Ethics of the Education Profession.

- 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. The Discipline Policy as adopted by the Board depends upon teacher record keeping and meeting with students during lunch as the first step in the procedure. Two high school teachers, one upper elementary teacher and one lower elementary teacher shall volunteer to serve on the respective discipline committees each marking period. No other teachers will be responsible for Discipline Committee for the marking period. Since the second level of the Discipline Policy is meeting with the counselor, the counselor is excluded from this assignment.
- E. The duties of the Discipline Committee will be: to notify students to report, to meet with students, to assign detention, to refer the student to counselor or principal, to keep accurate records of student discipline violations and accumulations of points, to contact parents, and to keep a daily log of activities to be turned in to the principal weekly.
- F. Each teacher who volunteers for and receives assignment to a discipline committee position will receive one (1) non-accumulating personal day for each marking period he or she serves on the committee.
- G. 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.

- H. 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.
- I. 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.
- J. 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.
- K. A committee of two Board members and two staff members will be formed to determine liability in cases of loss, damage, or destructions of clothing or personal property of teachers while on duty in the school or on school premises.
- L. 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 outside the classroom. Teachers are required to remain at their instructional area of assignment for at least fifteen minutes after the end of classes, with the exception of Fridays and days preceding a holiday, at which time they 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.
- 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 junior and senior high school will be 30 teaching periods and five unassigned preparations periods, or not to exceed five clock hours 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 30 teaching periods, or not to exceed five (5) clock hours 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 dollar (\$10.00) for extra-curricular activities 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. 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. Special Education classrooms shall not, under any circumstances, exceed limitations established by the state Mandatory Special Education Act.

| <u>Elementary</u>        | <u>Optimum</u> | <u>Maximum</u>           |
|--------------------------|----------------|--------------------------|
| Kindergarten             | 16             | 30                       |
| First-Second Grades      | 16             | 30                       |
| Third-Sixth Grades       | 18             | 30                       |
| General Elementary Music |                | 1 class section/up to 30 |
| Elementary Band          |                | 30                       |
| <br><u>Secondary</u>     |                |                          |
| English                  | 18             | 30                       |
| Social Studies           | 18             | 30                       |
| General Education        | 18             | 30                       |
| Mathematics              | 18             | 30                       |
| Science                  | 18             | 30                       |
| Language                 | 18             | 30                       |
| Business                 | 18             | 30                       |
| Typing                   |                | 1/machine up to 30       |
| Computers                |                | 2/machine up to 30       |
| Industrial Arts          | 10             | 24                       |
| Drafting                 | 6              | 24                       |
| Co-op Education          | 15             | 24                       |
| Homemaking               | 15             | 24                       |
| Music                    | 30             | 40                       |
| Art                      | 10             | 24                       |
| 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 = Teacher's Base  
5400 (180 days x 30 maximum students) per child per day
  2. Compensation shall be paid on an annual basis.

- F. Secondary teachers, in order to qualify for overload payment, must have a combined daily class load that exceeds eighty percent (80%) of their maximum class load for the day (i.e., 80% of 6x30 or 180=144 pupils for the day) Notwithstanding the eighty percent (80%) factor noted, a teacher whose class load in an individual class exceeds ten percent (10%) of the maximum number of students shall receive overload payment for all students in the class that exceeds the maximum.
1. Compensation =  $\frac{\text{Teacher's Base}}{180 \times 6 \times \text{maximum load}}$
  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 reasonable 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 chalkboard 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, when available, 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.
- Q. Teachers and students will not be required to work in rooms in which the temperature is below 65 degrees or above 75 degrees, except when outdoor temperatures exceed 75 degrees.

#### SECTION 3.5 - TWO-WAY INTERACTIVE TELEVISION

- A. The Board agrees that prior to implementation of Two-Way Interactive Television, it will meet and bargain with the Association regarding wages, hours, terms and conditions of employment.

#### SECTION 3.6 - JOB DESCRIPTIONS

- A. All positions of employment shall have a job description contained in Appendix D. The teacher and administration will meet so the teacher may give input into the job descriptions. One third of all job descriptions will be finalized or reviewed in each contract year.

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

The following will be effective September 1, 1995:

- A. At the beginning of each school year each teacher shall be credited with two (2) days to be used for the teacher's professional business. A professional business day shall be used for educational purposes at the discretion of the teacher. A teacher planning to use a professional business day shall notify his/her principal at least one (1) week in advance of his/her intent to be absent. The professional business day shall be used for the purposes 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.
- B. The Board agrees to pay all reasonable actual expenses for teachers attending conferences at the superintendent's request, and with mutual agreement of the employee, including but not limited to meals, lodging, registration fees and mileage at the current I.R.S. rate.
  - C. Teachers attending conferences, seminars or visitations of their choice within a 100 mile radius of Alanson will receive a \$10.00 per diem for expenses, plus registration fees up to \$150.00.
  - D. Teachers attending conferences, seminars, or visitations of their choice beyond a 100 mile radius of Alanson will receive \$75.00 per diem, plus registration fees up to \$150.00, plus a mileage allowance of total miles less 200 miles at the current I.R.S. rate. The total mileage eligible for reimbursement shall not exceed 400 miles.
  - E. Additional expense reimbursement may be authorized at the discretion of the Board/Superintendent.
  - F. The superintendent in conjunction with the Association president may grant days in addition to the two (2) above. When this happens, the additional days granted will be deducted from the total days as though the above were a bank of days. The additional funds shall be granted too, to correspond with the days.
  - G. 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. The first two personal business days may be used each year without cost to the teacher, but for the additional days the teacher will reimburse the district the cost of the substitute. If the personal business days are not used for personal business, they may be used as sick days in which case the reimbursement is not necessary. Unused personal business days shall accumulate as sick leave.
  - H. 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.
  - I. 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.
  - J. 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 eight (8) 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. By October 15, the Board shall furnish each teacher with a written statement at the beginning of each school year setting forth the total sick leave credit.
- 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 the duration of such illness or disability, and the leave 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 duration of said leave.
- 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 \$100.00 bonus to each teacher who misses no more than one school day during any school year.
- H. A teacher leaving the district after at least five years of service will be paid for unused sick leave in the following manner:  $\text{unused sick days}/10 = \text{the whole number which will be multiplied by the teacher's final contracted daily rate of pay (teacher's daily rate of pay = teacher's final annual salary}/181 \text{ days)}$  with the remainder days to be added to the LEA sick bank (i.e.,  $26 \text{ sick days}/10 = 2 \text{ days} \times \text{the teacher's daily rate}$  and the 6 remaining days will go into the LEA sick bank).

#### 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.
- C. The Board will furnish an annual report to the Association on the status of this bank.

SECTION 4.5 - COMMUNICABLE DISEASE PROVISIONS

- A. Communicable diseases shall be as defined by the Michigan Department of Public Health (1979 Admin. Code 325.9001). It is recognized that students with acute infectious communicable diseases will be excluded from school pursuant to rules promulgated by the Department of Public Health. It is further recognized that students with chronic or ongoing communicable diseases whose transmittal can be avoided by reasonable hygienic procedures and environmental management may not be excluded from school, given the individual circumstances of the case. In the event the Board of Education authorizes the development or subsequent revision of Board policies dealing with communicable diseases, the Board will convene the Communicable Disease Policy Committee which shall consist of three (3) teachers, members of the Board Policy Committee, one (1) support staff member, one (1) community member, and one (1) administrator.
- B. The Board shall provide inservice instruction in hygiene practices and management each fall to all Association members. The Board agrees to furnish a box of disposable gloves to each association member, and will keep an adequate supply available at all times. At least five (5) small plastic bags will be provided in each classroom at all times, for disposal of waste materials involving bodily fluids, and an adequate supply of replacement bags will be readily available. The Board further agrees to make readily available the necessary supplies for bodily fluid clean up as outlined in the Communicable Disease Control Policy as adopted by the board which is also included in Appendix A.

SECTION 5.1 - INSURANCE PROTECTION

- A. Effective January 1, 1989, the Board shall provide without cost to the teacher, 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

Super Care I

|                      |                                  |
|----------------------|----------------------------------|
| Long Term Disability | 70%                              |
|                      | Plan I                           |
|                      | \$5,000 Maximum                  |
|                      | 90 Calendar Days - Straight Wait |
|                      | Freeze on Offsets                |
|                      | Alcoholism/Drug Addiction 2 Year |
|                      | Mental/Nervous 2 Year            |

|              |                               |
|--------------|-------------------------------|
| Delta Dental | A(Mod) 006 (75/60/75:\$1,200) |
|--------------|-------------------------------|

|                 |                 |
|-----------------|-----------------|
| Negotiated Life | \$10,000 AD & D |
|-----------------|-----------------|

|        |       |
|--------|-------|
| Vision | VSP-2 |
|--------|-------|

Plan B - For Employees Not Needing Health Insurance

|                      |                          |
|----------------------|--------------------------|
| Delta Dental         | E 007 (80/80/80:\$1,300) |
| Vision               | VSP-2                    |
| Negotiated Life      | \$20,000                 |
| Long Term Disability | 70%<br>Same as Plan A    |

- B. Starting with the 1995-1996 school year, teachers shall submit out of pocket deductible and co-pay for prescription amounts, not to exceed \$150.00 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.

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 from Salary Schedule | 16.6% | 33.3% | 50.0% | 66.7% | 83.0% | 100% |



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.
- D. Teachers involved in extra duty assignments set forth in Section 5.4 which is attached to and incorporated in this Agreement shall be compensated in accordance with the provisions of this Section and section 5.3 and 5.4 without deviation.
- E. Retroactive Pay - It is agreed all earned, but unpaid, salary for this contract shall be paid in a single payment within thirty (30) days following ratification of this contract by the parties. Teachers who wish may have the retroactive pay paid to them through the first year of the contract in equal installments.
- F. In December of 1995, 1996 and 1997 each teacher shall receive \$50.00 in recognition of voluntary service to the district.

SECTION 5.3 - SALARY SCHEDULE

| STEP | BA DEGREE<br>SCHEDULE | BA+20<br>SCHEDULE | MA DEGREE<br>SCHEDULE | MA+15<br>SCHEDULE |
|------|-----------------------|-------------------|-----------------------|-------------------|
|      |                       | (1994-95)         |                       |                   |
| 1    | 24,436.               | 24,950.           | 25,457.               | 25,969.           |
| 2    | 25,437.               | 26,112.           | 26,753.               | 27,397.           |
| 3    | 26,525.               | 27,335.           | 28,138.               | 28,902.           |
| 4    | 27,638.               | 28,608.           | 29,594.               | 30,495.           |
| 5    | 28,804.               | 29,952.           | 31,124.               | 32,191.           |
| 6    | 30,017.               | 31,361.           | 32,736.               | 33,939.           |
| 7    | 31,289.               | 32,841.           | 34,442.               | 35,808.           |
| 8    | 32,614.               | 34,393.           | 36,238.               | 37,775.           |
| 9    |                       | 36,028.           | 38,139.               | 39,853.           |
| 10   |                       | 36,783.           | 40,137.               | 42,045.           |
| 12   |                       | 37,249.           | 41,358.               | 43,268.           |
| 15   |                       | 38,457.           | 42,580.               | 44,488.           |

(1995-96)

|    |         |         |         |         |
|----|---------|---------|---------|---------|
| 1  | 25,047. | 25,574. | 26,093. | 26,618. |
| 2  | 26,073. | 26,765. | 27,422. | 28,082. |
| 3  | 27,188. | 28,018. | 28,841. | 29,625. |
| 4  | 28,329. | 29,323. | 30,334. | 31,257. |
| 5  | 29,524. | 30,701. | 31,902. | 32,996. |
| 6  | 30,767. | 32,145. | 33,554. | 34,787. |
| 7  | 32,071. | 33,662. | 35,303. | 36,703. |
| 8  | 33,429. | 35,253. | 37,144. | 38,719. |
| 9  |         | 36,929. | 39,092. | 40,849. |
| 10 |         | 37,703. | 41,140. | 43,096. |
| 12 |         | 38,180. | 42,392. | 44,350. |
| 15 |         | 39,418. | 43,645. | 45,600. |

(1996-97)

|    |         |         |         |         |
|----|---------|---------|---------|---------|
| 1  | 25,736. | 26,277. | 26,811. | 27,350. |
| 2  | 26,790. | 27,501. | 28,176. | 28,854. |
| 3  | 27,936. | 28,788. | 29,634. | 30,440. |
| 4  | 29,108. | 30,129. | 31,168. | 32,117. |
| 5  | 30,336. | 31,545. | 32,779. | 33,903. |
| 6  | 31,613. | 33,029. | 34,477. | 35,744. |
| 7  | 32,953. | 34,588. | 36,274. | 37,712. |
| 8  | 34,348. | 36,222. | 38,165. | 39,784. |
| 9  |         | 37,945. | 40,167. | 41,972. |
| 10 |         | 38,740. | 42,271. | 44,281. |
| 12 |         | 39,230. | 43,558. | 45,570. |
| 15 |         | 40,502. | 44,845. | 46,854. |

(1997-98)

|    |         |         |         |         |
|----|---------|---------|---------|---------|
| 1  | 26,444. | 27,000. | 27,548. | 28,102. |
| 2  | 27,527. | 28,257. | 28,951. | 29,647. |
| 3  | 28,704. | 29,580. | 30,449. | 31,277. |
| 4  | 29,908. | 30,958. | 32,025. | 33,000. |
| 5  | 31,170. | 32,412. | 33,680. | 34,835. |
| 6  | 32,482. | 33,937. | 35,425. | 36,727. |
| 7  | 33,859. | 35,539. | 37,272. | 38,749. |
| 8  | 35,293. | 37,218. | 39,215. | 40,878. |
| 9  |         | 38,988. | 41,272. | 43,126. |
| 10 |         | 39,805. | 43,433. | 45,499. |
| 12 |         | 40,309. | 44,756. | 46,823. |
| 15 |         | 41,616. | 46,078. | 48,142. |

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.

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 reappointment 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><br><u>(Subject to Above Paragraphs)</u> |
|--|---|
| Varsity Basketball                         | 11%   |
| J.V. Basketball                            | 8%  |
| Track                                      | 6%  |
| Baseball                                   | 8%  |
| Softball                                   | 8%  |
| 7th Grade Basketball                       | 6%  |
| 8th Grade Basketball                       | 6%  |
| Cross Country                              | 7%  |
| 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%   |
| Driver's Education                         | 1995-96 \$11.10/Hour  |
|  | 1996-97 \$11.50/Hour  |
|  | 1997-98 \$12.00/Hour  |
| Student Council                            | 1%  |
| Computer Coordinator                       | 2%  |
| Computer Competition                       | 1%  |
| Math Counts                                | 1%  |
| Interact Club                              | 1%  |
| SADD                                       | 1%  |
| Women in History                           | 1%  |
| Quiz Bowl (two teams)                      | 1% - 1%   |
| NHS  | 1%  |
| OM (four teams)                            | 1% - 1% - 1% - 1%   |
| Pep Club                                   | 1%  |

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.

#### 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. This Master Agreement shall be binding upon the Board, its successors and assigns, and any other school district or entity which becomes involved in the same reorganization.

2. 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.
3. 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.
4. 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.
5. No employee shall be laid off or reduced in hour as a result of any reorganization.
6. 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 Principal in duplicate, Association

GRIEVANCE REPORT

-----  
BUILDING                      ASSIGNMENT                      NAME OF GRIEVANT                      DATE FILED

STEP I

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

B. Section of Contract or Board Policy or Law Affected \_\_\_\_\_

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

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

-----  
Signature                      Date

D. Disposition by Principal \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

-----  
Signature                      Date

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

-----  
Signature                      Date

STEP II

A. Date Submitted to Superintendent \_\_\_\_\_

B. Disposition of Superintendent \_\_\_\_\_

\_\_\_\_\_

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

\_\_\_\_\_

\_\_\_\_\_

STEP III

A. Date Submitted to Board of Education or Designee \_\_\_\_\_

B. Disposition of Board \_\_\_\_\_

\_\_\_\_\_

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

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

\_\_\_\_\_

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

STEP IV

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

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

\_\_\_\_\_

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

If additional space is needed in reporting C 1 and 2 of Step I, 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. First day of school for teachers - First day after Labor Day - full day.

First day of school for students - 1/2 day in P.M. of first Wednesday after Labor Day.

- B. Parent/teacher conferences one and one-half weeks after the end of the first marking period there will be two days: Students 8:15-11:00 a.m., conference 6:00-8:30 p.m.

- C. Thanksgiving Break: Thursday and Friday

- 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.

- E. Spring Parent/Teacher Conferences: One and one half weeks after the end of the third marking period there will be two days: Studnets 8:15-11:00 a.m., conference 6:00-8:30 p.m.

- F. Spring Break: First week of April when April 1 falls on Wednesday or before. If April 1 falls on Thursday, Friday or Saturday, then break would be the first full week of April. Good Friday will be one-half day on years that Good Friday is not part of Spring Break.

- G. Monday National Memorial Day Observance.

- H. The work year shall be composed of one-hundred eighty-one (181) teacher days and 180 student days.

- I. Teachers shall not be required to report to school when school is closed due to acts of God. Teachers will receive their regular pay for the days which are cancelled. The Board will schedule (on week days unless mutually agreed otherwise) all Act of God days exceeding two (2) at the end of the school year. Teachers will work on any rescheduled days with no additional compensation.

## 1996-97 School Calendar

|                 |   |
|-----------------|---|
| 9/2             | Labor Day   |
| 9/3             | Teachers' first full day  |
| 9/4             | Students' 1st day 12:15-2:45 p.m.   |
| 9/25            | Teacher Curriculum Day<br>Dismissal 11:00 a.m. No lunch served                                    |
| 11/1            | End of 1st Marking Period   |
| 11/13           | Parent/Teacher Conferences 6:00-8:30 p.m.<br>Dismissal 11:00 a.m. No lunch served                 |
| 11/14           | Parent /Teacher Conferences 4:00-6:30 p.m.<br>Students/Teachers attend all day. Dismiss 2:45 p.m. |
| 11/15           | Dismissal 11:00 a.m. No lunch served  |
| 11/27           | Teacher Curriculum Day<br>Dismissal 11:00 a.m. No lunch served                                    |
| 11-28,29        | Thanksgiving break  |
| 12/23/96-1/3/97 | Christmas Vacation  |
| 1/6/97          | School Resumes  |
| 1/17            | End of 2nd Semester<br>Dismissal 11:00 a.m. No lunch served                                       |
| 1/23            | Teacher Curriculum Day<br>Dismissal 11:00 a.m. No lunch served                                    |
| 2/20            | Teacher Curriculum Day<br>Dismissal 11:00 a.m. No lunch served                                    |
| 3/20            | Teacher Curriculum Day<br>Dismissal 11:00 a.m. No lunch served                                    |
| 3/21            | End of 3rd Marking Period   |
| 3/26            | Parent/Teacher Conferences 6:00-8:30 p.m.<br>Dismissal 11:00 a.m. No lunch served                 |
| 3/27            | Parent/Teacher Conferences 6:00-8:30 p.m.<br>Students/Teachers attend all day. Dismiss 2:45 p.m.  |
| 3/28            | Dismissal 11:00 a.m. No lunch served  |
| 3/31-4/4        | Spring Break  |
| 4/7             | School Resumes  |
| 4/16            | Teacher Curriculum Day<br>Dismissal 11:00 a.m. No lunch served                                    |
| 5/26            | Memorial Day (No School)  |
| 6/6             | Last day of School<br>Dismissal 11:00 a.m. No lunch served  |

1997-98 School Calendar

|                 |   |
|-----------------|---|
| 9/1             | Labor Day   |
| 9/2             | Teachers' first full day  |
| 9/3             | Students' 1st day 12:15-2:45 p.m.   |
| 10/22           | Teacher Curriculum Day<br>Dismissal 11:00 a.m. No lunch served                                    |
| 10/31           | End of 1st Marking Period   |
| 11/12           | Parent/Teacher Conferences 6:00-8:30 p.m.<br>Dismissal 11:00 a.m. No lunch served                 |
| 11/13           | Parent /Teacher Conferences 4:00-6:30 p.m.<br>Students/Teachers attend all day. Dismiss 2:45 p.m. |
| 11/14           | Dismissal 11:00 a.m. No lunch served  |
| 11-27,28        | Thanksgiving break  |
| 12/22/97-1/2/98 | Christmas Vacation  |
| 1/5/98          | School Resumes  |
| 1/16            | End of 2nd Semester<br>Dismissal 11:00 a.m. No lunch served                                       |
| 1/22            | Teacher Curriculum Day<br>Dismissal 11:00 a.m. No lunch served                                    |
| 2/19            | Teacher Curriculum Day<br>Dismissal 11:00 a.m. No lunch served                                    |
| 3/20            | End of 3rd Marking Period   |
| 3/25            | Parent/Teacher Conferences 6:00-8:30 p.m.<br>Dismissal 11:00 a.m. No lunch served                 |
| 3/26            | Parent/Teacher Conferences 6:00-8:30 p.m.<br>Students/Teachers attend all day. Dismiss 2:45 p.m.  |
| 3/27            | Dismissal 11:00 a.m. No lunch served  |
| 3/30-4/3        | Spring Break  |
| 4/6             | School Resumes  |
| 4/22            | Teacher Curriculum Day<br>Dismissal 11:00 a.m. No lunch served                                    |
| 5/25            | Memorial Day (No School)  |
| 6/5             | Last day of School<br>Dismissal 11:00 a.m. No lunch served  |

## APPENDIX A - COMMUNICABLE DISEASE CONTROL POLICY

The Littlefield Public School District will work cooperatively with the Emmet County Health Department to enforce and adhere to the Michigan Public Health Code (Act 368 of 1978 as amended) for prevention, control, and containment of communicable disease in schools.

- A. Students are expected to be in compliance with the required immunization schedule. The building principal is required under Part 92, Act 368 of Public Acts of 1978 to exclude children from school attendance who are out of compliance with the immunizations required by this act. School personnel will cooperate with public health personnel in completing and coordinating all immunization data, waivers and exclusions, including the necessary Immunization Assessment Program forms (C-100's), to provide for preventable communicable disease control.
- B. The superintendent has the authority to exclude a student or staff member from school when reliable evidence or information from a qualified source confirms him/her of having a communicable disease or infection that is known to be spread by any form of casual contact\*, and is considered a health threat to the school population. Such a student or staff member shall be excluded unless their physician approves school attendance or the condition is no longer considered contagious. All reportable communicable diseases will be referred to the Emmet County Health Department.
- C. When reliable evidence or information from a qualified source confirms that a student/staff member is known to have a communicable disease or infection that is known not to be spread by casual contact\*, i.e. AIDS, Hepatitis B and other like diseases, the decision as to whether the affected person will remain in the school setting will be addressed on a case by case basis by a review panel to ensure due process. (Protocol and review panel membership outlined in Section A)

Serious communicable diseases or infections, that are serious in nature, include:

1. AIDS - Acquired Immune Deficiency Syndrome.
2. ARC - AIDS Related Complex.
3. Persons infected with HTLV-III/LAV (Human T-Cell Lymphotropic Virus/Lymphadenopathy Associated Virus).
4. Hepatitis B.
5. Other like diseases that may be specified by the Health Department as potentially serious health problems for those who come in contact with the disease and/or the disease carrier.

The District will allow students and staff members to attend school unless there is definitive evidence to warrant exclusion. The Superintendent is the designated school official\* to receive information from the local or State Health Department pertaining to serious communicable diseases.

If the above individual is a student who has been determined to be handicapped pursuant to the administrative rules for special education, or is suspected of being physically or otherwise health impaired (POHI) the protocol for special education students outlined in Appendix B will be followed.

\*In all circumstances arising under this policy, an Assistant Superintendent shall act for the Superintendent in his/her absence.

- D. Mandatory screening for communicable diseases that are known not to be spread by casual contact is not warranted as a condition for school entry or for employment or continued employment.

- E. Irrespective of the disease presence, routine procedures shall be used and adequate sanitation facilities will be available for handling blood and body fluids within the school setting or school buses. School personnel will be trained in the proper procedures for handling blood and body fluids and these procedures will be strictly adhered to by all school personnel. (See " Routine and Standard Procedures for Sanitation and Hygiene-Handling Body Fluids" Section C).
- F. All persons privileged with any medical information that pertains to students or staff members shall be required to treat all proceedings, discussions and documents as confidential information. Before any medical information is shared with anyone in the school setting a "Need To Know" review shall be made which includes the parent/guardian, student if over 18, employee or their representative.
- G. Instruction on the principal modes by which communicable diseases, including, but not limited to, Acquired Immunodeficiency Syndrome (AIDS) are spread and the best methods for the restriction and prevention of these diseases shall be taught to students with inservice education provided to all staff members.

\*For a clearer understanding of the phrase "spread by casual contact" refer to The New England Journal of Medicine, Feb. 6, 1986, p. 346; A research study indicating type of contact among 101 household members.

## SECTION A

### PROTOCOL FOR COMMUNICABLE DISEASES KNOWN NOT TO BE SPREAD BY CASUAL CONTACT

#### A. The Review Panel

1. Communicable diseases that are known not to be spread by contact e.g. AIDS, Hepatitis B and other like diseases will be addressed on a case by case basis by a review panel.
2. Panel Membership
  - a. The physician treating the individual.
  - b. A health official from the Emmet County Health Department who is familiar with the disease.
  - c. A child/employee advocate (e.g., nurse, counselor, child advocate, social worker, employee representative, etc. from in or outside the school setting) approved by the infected person or parent/guardian.
  - d. A school representative familiar with the child's behavior in the school setting or the employee's work situation (in most cases the building principal).
  - e. Either the parent/guardian of child, student if over 18, employee, or their representative.
  - f. A district administrator other than the superintendent or assistant superintendent.
3. The superintendent will assign a stenographer to record the proceedings.
4. The superintendent will designate the chair of the panel. The chair is responsible for assuring a due process hearing that is fair and just. The chair shall ensure an impartial hearing for all interests concerned.
5. The superintendent will be present during the testimony process but will be excused when the panel is deliberating towards the "Proposal for Decision".
6. The chair of the review panel will designate the panel member who will write the "Proposal for Decision".



## B. Case Review Process

1. When the Superintendent has been informed by an official of the local or state health department that a student or District employee may be infected with a non-casual contact communicable disease, which is serious in nature, as defined above, the Superintendent shall immediately obtain written consent from the employee or student's parents to disclose confidential information to the Communicable Disease Review Panel (CDRP) and to communicate such information as may be necessary to appropriate members of the District staff. If the employee or parents refuse to consent to the disclosure, the Superintendent shall direct the local department of health to make a "need to know" determination that disclosure is necessary to the CDRP. The Superintendent\* is hereby designated as the authorized individual to receive information from the District Health Department #3 or State Department of Health pertaining to a student or employee who has a non-casual contact communicable disease.
2. Upon learning of a student/staff member with the Littlefield Public School District who has been identified by a qualified source as having a communicable disease that is known not to be spread by casual contact, the superintendent shall:
  - a. Immediately consult with a physician of the student/staff member and/or the health official from the District Health Department #3 to obtain information as to whether the student/staff member is generally well enough to remain in school during the review panel process. The superintendent will confirm whether the student/staff member has evidence of a present or temporary condition that could be transmitted by casual contact in the school setting.
3. If the student/staff member's physician or the health department physician indicated that the student/staff member is well enough to remain in the school setting and poses no immediate health threat through casual contact to the school population because of their illness, the student/staff member shall be allowed to remain in the school setting while the review panel meets.
4. If the student/staff member's physician or the health department health official indicates the student/staff member is currently not well enough to remain in the school setting and/or that the affected individual currently has evidence of an illness or infection that poses a potential health threat through casual contact to the school population because of their illness, the student/staff member shall be excluded from the school setting while the review panel meets. If the health department health official recommends exclusion because a public health threat exists, the review panel will discuss the conditions under which the individual may return to school.
  - a. Immediately contact the review panel members to convene a meeting to explore aspects of the individual's case.
  - b. Submit to the parent/guardian or infected person in writing a notice of their rights as a review panel member and the method of appeal.

## C. The Review Panel Process

1. The Review Panel shall meet within 24-48 hours to review the case. The following aspects should be considered in that review:

- a. The circumstances in which the disease is contagious to others.
- b. Any infections or illnesses the student/staff member could have as result of the disease that would be contagious through casual contact in the school situation.
- c. The age, behavior, and neurologic development of the student.
- d. The expected type of interaction with others in the school setting and implications to the health and safety of those involved.
- e. The psychological aspects for both the infected individual and others concerning the infected individual remaining in the school setting.
- f. Consideration of the existence of contagious diseases occurring within the school population while the infected person is in attendance.
- g. Consideration of a potential request by the person with the disease to be excused from attendance in school or on the job.
- h. The method of protecting the student/staff member's right to privacy, including maintaining confidential records, and who in the school setting "needs to know" the identity of the affected individual.
- i. Recommendations as to whether the student/staff member should continue in the school setting or if currently not attending under what circumstances he/she may return.
- j. Recommendations as to whether a restrictive setting or alternative delivery of school programs is advisable.
- k. Determination of whether an employee would be at risk of infection through casual contact when delivering an alternative educational program.
- l. Determination of when the case should be reviewed again by the panel.
- m. Any other relevant information.

## 2. Proposal For Decision

- a. Within three (3) business days after convening the panel, the superintendent shall be provided with a written record of the proceedings and the "Proposal For Decision". The Proposal serves as a recommendation to the superintendent. It is based on the information brought out in the review panel process and will include the rationale for the recommendation concerning school attendance for the student or continuation of employment for the staff member. If there is a minority viewpoint by panel members following the review process, that should also be included in the report.
- b. If the Proposal For Decision is to exclude the affected person from the school setting because of the existence of a temporary or present condition that is known to be spread by casual contact and is considered a health threat to the school community, the Proposal For Decision shall include the conditions under which the exclusion will be reconsidered.
- c. The parent/guardian, or affected person will be given a copy of the Proposal. The review panel members will be given the opportunity to review the content of the Proposal For Decision.

## 3. The Superintendent's Decision

- a. The superintendent shall either affirm, modify, or take exception to the Proposal For Decision within three (3) business days after receipt of the Proposal For Decision unless a rehearing request on that Proposal has been made. (See, Appeal Process, Rehearing Request.)
- b. In the event the superintendent takes exception to the Proposal For Decision he/she shall prepare a written statement that sets forth the reasons for the exceptions and the basis for that decision.
- c. The parent/guardian or affected person on the Health Department health official will be given a copy of the Superintendent's Decision. The other review panel members will be given the opportunity to review the content of the Superintendent's Decision.

## D. Appeal Process

### 1. Rehearing Request

- a. The parent, guardian, or affected person who considers the Proposal For Decision unjust may request a rehearing, in writing, directed to the chair of the review panel within three (3) days of the date of the Proposal For Decision. Grounds for requesting a rehearing are limited to: (1) new evidence or information that is important to the decision; or (2) substantial error of fact.
- b. The chair, within three (3) business days from the date of receipt of the request for rehearing shall either grant or deny the request for rehearing. If the request for rehearing is granted, the chair shall reconvene the same panel that originally heard the matter within five (5) business days of the date the hearing is granted.
- c. Within three (3) business days after the rehearing the chair shall submit the Proposal For Decision to the superintendent. The parent/guardian, or affected person will be given a copy of the Proposal. The review panel members will be given the opportunity to review the content of the Proposal For Decision.

### 2. Request for Reconsideration of Superintendent's Decision

- a. The parent, guardian, or affected person may request a reconsideration of the Superintendent's Decision within three (3) business days of the date the Superintendent's Decision was issued. The request shall be in writing and shall allege that the Decision contains a substantial error of fact or that the Decision is against the great weight of the evidence as set forth in the Proposal For Decision.
- b. An oral presentation by the parent/guardian, affected person or their representative may be granted by the superintendent.
- c. The superintendent shall grant or deny the request for reconsideration within three (3) days after receipt of the request or within three (3) business days following the oral presentation, whichever is applicable.

### 3. Request for the Board Decision

The parent/guardian, affected person or their representative may make a final written appeal to the president of the Board of Education within five (5) school days after the Superintendent's Decision. The Board shall meet within three (3) business days and hear the student/staff member's appeal along with the Proposal for Decision and Superintendent's Decision. Within two (2) business days of the hearing, the Board shall render its decision in writing with copies sent to the superintendent, health department, health official, and parent/guardian or affected person.

### 4. Review Panel Request for Appeal

If the Proposal for Decision or the Superintendent's Decision is contrary to the majority opinion of the review panel, a majority of the panel has the right to appeal either decision in the same manner stated in the "Appeal Process".

#### E. General

1. If the student with the disease is not attending school, the district will provide an alternative delivery of school programs.
2. The review panel member who is serving as the advocate for the infected individual (or another person designated by the panel and approved by the parent/guardian, or the infected person) will serve as the liaison between the student/staff member, family and attending physician as it relates to the school setting.
3. The rights of an infected staff member shall fall under the same guidelines concerning any medical illness or condition, that are outlined in collective bargaining for employees.
4. Employees of the district shall be expected to teach and provide other normal personal contract services in school to the student or to work with a school employee determined to have a disease known not to be communicable by casual contact unless a determination to the contrary has been made by the review panel.

#### F. Confidentiality

All persons involved in these procedures shall be required to treat all proceedings, deliberations, and documents as confidential information. Records of the proceedings and the decision will be kept by the superintendent in a sealed envelope with access limited to only those persons receiving the consent of the parent/guardian or infected person as provided by the Employee Right to Know Act, and the Family Education Rights and Privacy Act.

### SECTION B

#### PROTOCOL FOR SPECIAL EDUCATION STUDENTS WHO HAVE CONTRACTED A COMMUNICABLE DISEASE KNOWN NOT TO BE SPREAD BY CASUAL CONTACT

In order to be consistent with both State and Federal law and to protect the rights of handicapped students, the following protocol applies for special education students who have been identified by a qualified source as having communicable disease that is known not to be spread by casual contact.

#### A. Procedure Determination

1. If the student has been determined to be handicapped, the individualized educational planning committee (IEPC) will serve as the review panel and be expanded to include participants identified in B-3 below. The IEP Committee means an Administrative Representative, the student's regular education and special education teacher and the parent.
2. If the student is suspected of being physically or otherwise health impaired (POHI), then, with parent consent, the referral, Multidisciplinary Evaluation Team (MET), and individualized educational planning committee process could be done on an expedited basis following the procedures presented in this appendix, section B. If the parent does not



consent or if the MET cannot be expedited, the protocol in Section A will apply. When and if the student is determined to be handicapped, procedures in this appendix, section B will be used and the procedures for Section A will be terminated.

## B. Procedure

1. When the Superintendent has been informed by the official of the local or State Health Department that a student or District employee may be infected with a non-casual communicable disease, which is serious in nature, as defined above, the Superintendent shall immediately obtain written consent from the employee or student's parents to disclose confidential information to the communicable Disease Review Panel (CDRP) and to communicate such information as may be necessary to appropriate members of the District staff. If the employee or parents refuse to consent to the disclosure, the Superintendent shall direct the local department of health to make a "need to know" determination that disclosure is necessary to the CDRP. The Superintendent is hereby designated as the authorized individual to receive information from the District Health Department #3 or State Department of Health pertaining to a student or employee who has a non-causal contact communicable disease.
2. The individualized education planning committee shall be convened within 48 hours of learning that the student has been identified as having a communicable disease that is known not to be spread by casual contact.
3. The individualized educational planning committee participants shall be expanded to include the following participants:
  - a. The physician treating the individual.
  - b. The health official from the Emmet County Health Department who is familiar with the disease.
  - c. A child advocate (e.g., nurse, counselor, social worker, etc. from in or outside the school setting) approved by the infected person or parent/guardian.

Note: The superintendent will assign a stenographer to record the proceedings.

4. The individualized educational planning committee will carry out its responsibilities as presented in R340.1721d of the Administrative Rules for Special Education. It is important to note that when the IEPC convenes, the IEPC may wish to request additional evaluation information. The committee's authorization to do this is stated in R340.1721e(3) of the Administrative Rules for Special Education. As part of this process, the 13 points presented in Section A, item B.2.a. should be considered. (Also see Section D)
5. The impartial due process hearing under R 340.1724 of the Administrative Rules for Special Education provides the necessary safeguards when the parent and school district disagree with the decision(s) of the individualized educational planning committee.
6. Section 300.513 of the Rules and Regulations for Part B of EHA provides for the child's status during administrative or judicial proceedings. This concept is also presented in R 340.1725c of the administrative Rules for Special Education. The federal language follows: "300.513 Child's status during proceedings."
  - (a) During the pendency of any administrative or judicial proceeding regarding a complaint, unless the public agency and the parents of the child agree otherwise, the child involved in the complaint must remain in his or her present education placement.



- (b) If the complaint involves an application for initial admission to public school, the child, with the consent of the parents, must be placed in the public school program until the completion of all the proceedings.

COMMENT: Section 300.513 does not permit a child's placement to be changed during a complaint proceeding, unless the parents and agency agree otherwise. While the placement may not be changed, this does not preclude the agency from using its normal procedures for dealing with children who are endangering themselves or others.

The "normal procedures" referred to in Section 300.513 are set forth for this policy in Section A, item B.2.a.

## SECTION C

### ROUTINE PROCEDURES FOR SANITATION AND HYGIENE WHEN HANDLING BODY FLUIDS

CAREFUL, THOROUGH AND FREQUENT HANDWASHING MUST BE FOLLOWED AT ALL TIMES.

#### Purpose

To ensure that body fluids involving blood, vomitus, urine, feces, semen, saliva and nasal discharges are handled properly.

#### Those Affected

All school staff should be alerted to dangers of infections (see chart on page 4) for body fluids. School nurses, custodians and teachers should be particularly alert to the proper techniques in handling and disposal of materials.

#### Equipment Needed

|                   |               |
|-------------------|---------------|
| Soap              | Disposal Bags |
| Water             | Dust Pans     |
| Paper Towels      | Buckets       |
| Disposable Gloves | Mops          |

#### Disinfectants should be one of the following classes:

- a. Phenolic germicidal detergent in a 1% aqueous solution (e.g. Lysol\*)
- b. Sodium hypochlorite solution (household bleach), 1 part bleach to 10 parts water. (Example 1-1/2 cups bleach to one (1) gallon of water. Needs to be prepared each time used.
- c. Quaternary ammonium germicidal detergent in 2% aqueous solution. (e.g., Tri-quat\*, Mytar\*, or Sage\*).
- d. Iodophor germicidal detergent with 500ppm available iodine (e.g., Wescodyne\*).
- e. Sanitary absorbing agent (Chlora Sorb\*, X-O Oder Away\*).

## Procedures

### 1. General

- a. Wear disposable gloves before making contact with body fluids during care, treatment, and all cleaning procedures.
- b. Discard gloves after each use.
- c. Wash hand after handling fluids and contaminated articles, whether or not gloves are worn.
- d. Discard disposal items including tampons & sanitary napkins, used bandages, and dressings in tied plastic bags. Tie bags and discard daily.
- e. Do not reuse plastic bags.
- f. Use disposable items to handle body fluids whenever possible.
- g. Use paper towels to pick up and discard any solid waste materials such as vomitus or feces.
- h. All refuse containers will be plastic lined.

### 2. Handwashing

- a. Use soap and warm running water. Soap suspends easily removable soil and micro-organisms allowing them to be washed off.
- b. Rub hands together for approximately 10 seconds to work up a lather.
- c. Scrub between fingers, knuckles, backs of hands, and nails.
- d. Rinse hands under warm running water. Running water is necessary to carry away debris and dirt.
- e. Use paper towels to thoroughly dry hands.
- f. Discard paper towels.

### 3. For washable surfaces (tables, desks, etc.)

- a. Use Lysol, or household bleach solution of 1 part bleach to 10 parts water, mixed fresh.
- b. Rinse with water if so directed on disinfectant.
- c. Allow to air dry.
- d. When bleach solution is used, handle carefully.

1. Gloves should be worn since the solution is irritating to skin
2. Avoid applying on metal since it will corrode most metals.

4. For floors
  - a. One of the most readily available and effective disinfectants is the bleach solution 1-1/2 cups bleach to one (1) gallon water.
  - b. Use the two bucket system - one bucket to wash the soiled surface and one bucket to rinse as follows:
    1. In bucket #1, dip, wring, mop up vomitus, blood.
    2. Dip, wring, and mop once more.
    3. Dip, wring out mop in bucket #1.
    4. Put mop into bucket #2 (rinse bucket) that has clean disinfectant (such as Lysol, bleach solutions).
    5. Mop or rinse area.
    6. Return mop to bucket #1 to wring out. This keeps the rinse bucket clean for second spill in the area.
    7. After all spills are cleaned up, proceed with #3.
  - c. Soak mop in the disinfectant after use.
  - d. Disposable cleaning equipment and water should be placed in a toilet or plastic bag as appropriate.
  - e. Rinse non-disposable cleaning equipment (dustpans, buckets) in disinfectant.
  - f. Dispose disinfectant solution down a drain pipe.
  - g. Remove gloves, if worn, and discard in appropriate receptacle.
  - h. Wash hands as described in #2.
5. For nonwashable surfaces (rugs, upholstery)
  - a. Apply sanitary absorbing agent, let dry, vacuum.
  - b. If necessary, use broom and dustpan to remove solid materials.
  - c. Apply rug or upholstery shampoo as directed. Re-vacuum according to directions on shampoo.
  - d. If a sanitizing carpet cleaner only available by water extraction method is used, follow the directions on the label.
  - e. Clean dustpan and broom, if used. Rinse in disinfectant solution.
  - f. Air dry.
  - g. Wash hands as described in #2.

6. For soiled washable materials (clothing, towels, etc.)
  - a. Rinse item under running water using gloved hands if appropriate.
  - b. Place item in plastic bag and seal until item is washed. Plastic bags containing soiled, washable material must be clearly identified if outside laundry service is used.
  - c. Wash hands as described in #2.
  - d. Wipe sink with paper towels, discard towels.
  - e. Wash soiled items separately, washing and drying as usual.
  - f. If material is bleachable, add 1/2 cup bleach to the wash cycle. Otherwise, add 1/2 cup non-chlorine bleach (Clorox II, Borateem) to the wash cycle.
  - g. Discard plastic bag.
  - h. Wash hands as described in #2 after handling soiled items.

TABLE 1  
TRANSMISSION CONCERNS IN THE SCHOOL SETTING  
BODY FLUID SOURCE OF INFECTIOUS AGENTS

| BODY FLUID SOURCE  | *ORGANISM OF CONCERN   | TRANSMISSION CONCERN   |
|--|--|--|
| Blood<br>-cuts/abrasions<br>-nosebleeds<br>-menses<br>-contaminated needle | Hepatitis B virus<br>AIDS virus<br>Cytomegalovirus                                   | Bloodstream inoculation<br>through cuts and on hands<br><br>Direct blood stream<br>inoculation |
| **Feces<br>-incontinence   | Salmonella bacteria<br>Shigella bacteria<br>Rotavirus<br>Hepatitis A virus           | Oral inoculation from<br>contaminated hands  |
| **Urine<br>-incontinence   | Cytomegalovirus  | Bloodstream, oral and<br>mucus membrane<br>inoculation from hands                              |
| **Respiratory Secretions<br>-saliva<br>-nasal discharge                    | Mononucleosis virus<br>Common cold virus<br>Influenza virus<br><br>Hepatitis B virus | Oral inoculation from<br>contaminated hands<br><br>Bloodstream inoculation<br>through bites    |
| **Vomit  | Gastrointestinal<br>viruses, e.g., (Norwalk<br>agent Rotavirus)                      | Oral inoculation from<br>contaminated hands  |
| Semen  | Hepatitis B<br>AIDS virus<br>Gonorrhea   | Sexual contact   |

\*This is not an all inclusive list of organisms of concern for transmission in the school setting.  
\*\*Possible transmission of AIDS is currently thought to be of little concern from these sources.



SECTION D  
REVIEW PANEL CONSIDERATIONS

Date: \_\_\_\_\_

1. The circumstances in which the disease is contagious to others.
  
2. Any infections or illnesses the student/staff member could have as a result of the disease that would be contagious through casual contact in the school situation.
  
3. The age, behavior and neurological development of the student.
  
4. The expected type of interaction with others in the school setting and the implications to the health and safety of those involved.
  
5. The psychological aspects for both the infected individual and others concerning the infected individual remaining in the school setting.
  
6. Consideration of the existence of contagious diseases occurring within the school population while the infected person is in attendance.
  
7. Consideration of the potential request by the person with the disease to be excused from attendance in school or on the job.
  
8. The method of protecting the student/staff member's right to privacy, including maintaining confidential records, and who in the school setting "needs to know" the identity of the affected individual. (See Section D)

9. Recommendations as to whether the student/staff member should continue in the school setting or if currently not attending under what circumstances he/she may return.
  
10. Recommendations as to whether a restrictive setting or alternative delivery of school programs is advisable. (Such as full time aides, waivers from parents to absolve the school district from harm and medical consultation.)
  
11. Determination of whether an employee would be at risk of infection through casual contact when delivering an alternative educational program.
  
12. Determination of when the case should be reviewed again by the panel.
  
13. Any other relevant information.

Signatures: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Rationale for Protocol Concerning Students or Staff Members Who Have Contracted Acquired Immune Deficiency Syndrome (AIDS)

In adults and adolescents, the Human Immunodeficiency Virus (HIV) which may eventually cause AIDS is transmitted primarily through sexual contact and direct blood to blood exposure to infected blood or blood products.

All known cases of children who have acquired the AIDS virus have become infected: (1) Prenatally from infected mothers; (2) From receiving a transfusion of blood or blood products that contained the virus; or (3) In older children who have acquired the disease sexually or from contaminated needles during intravenous drug abuse.

None of the identified cases of HIV infection in the United States are known to have been transmitted in the school, day-care, or foster-care setting or through other casual person-to-person contact. Based on current evidence, casual person-to-person contact as would occur among school children is not considered an unusual risk. However, studies of the risk of transmission between preschool-aged children and neurologically handicapped children who lack control of their body secretions are limited. Based on experience with other communicable diseases, a theoretical risk for transmission would exist among these children.

The Centers for Disease Control (CDC), the Michigan Department of Public Health, the Michigan Department of Civil Rights, the Michigan Department of Education and the Governor's Expert Committee on AIDS recommend that:

1. For most infected school-age children, the benefits of an unrestricted setting would outweigh the risks of their acquiring potentially harmful infections in the setting and the apparent nonexistent risk of transmission of the Human Immunodeficiency Virus (HIV). These children should be allowed to attend school.
2. Generally school employees, including personal service and food service staff, do not need to be restricted from work if HIV infected unless there is evidence that other infection or illness exists that may be spread by casual contact in the school setting or the illness precludes them from performing the functions for which they were employed. Both Federal and State law require reasonable accommodation.

In August, 1986 the Michigan Civil Rights Commission issued the following policy statement on Acquired Immune Deficiency syndrome (AIDS):

"The Michigan Civil Rights Commission has approved the Michigan Department of Civil Rights' (MDCR) determination that Acquired Immune Deficiency Syndrome (AIDS) falls within the statutory definition of the handicap in the Michigan Handicapper's Civil Rights Act (P.A. 220 of 1976()). The Michigan Public Health Advisory Council, the policy making body for the Department of Public Health, has concluded that there is no need for specific precaution against AIDS in the work place. The MDCR will accept the process complaints from persons who believe they have been discriminated against in employment, housing, public accommodations, public service and education because of AIDS or a related condition or the perception of AIDS."

APPENDIX B - EVALUATION FORMS

Littlefield Public Schools

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

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

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

NARRATIVE

Evidence upon which judgement 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



## I. THE LEARNING ENVIRONMENT

### A. USES A VARIETY OF LEARNING EXPERIENCES

#### Not Qualified

Limits learning experience to routine assignments. Little provision for differences in ability of pupils.

#### Qualified or Well Qualified

Provides a variety of experiences to meet different individual as well as group purposes.

### B. USES A VARIETY OF INSTRUCTIONAL MATERIALS

#### Not Qualified

Limits materials to routine use of textbooks. Fails to provide supplies and instructional materials.

#### Qualified or Well Qualified

Provides a wide variety of materials. Pupils use materials in problem-solving situations.

### C. GIVES ATTENTION TO THE EMOTIONAL ATMOSPHERE OF THE CLASSROOM

#### Not Qualified

Unaware of emotional concerns. Pupils show evidence of anxiety. Pupils frequently express conflict and hostility.

#### Qualified or Well Qualified

Shows evidence of concern about pupils with emotional problems. Directs attention toward the search for causes rather than the treatment of symptoms. Maintains a relaxed classroom atmosphere. Pupils feel free to talk over concerns with teacher.

### D. USES COMMUNITY RESOURCES

#### Not Qualified

Ignores the community setting. Limits learning to the four walls of the classroom.

#### Qualified or Well Qualified

Takes field trips. Pupils bring community materials and anecdotes to class. Uses community resources people.

### E. SHOWS SENSITIVITY TO PUPILS' COMFORT

#### Not Qualified

Room frequently stuffy and overheated. Teacher expects pupils to sit up straight and remain in seats unless permission is given to move. Obvious tense atmosphere.

#### Qualified or Well Qualified

Teacher conscious of lighting, ventilation and temperature. Provides freedom to move about the room. Pupils assume responsibilities to ensure classroom comfort.

F. PROVIDES AN ATTRACTIVE, ESTHETICALLY-SATISFYING ENVIRONMENT

Not Qualified

The room is drab and uninteresting. Bulletin boards either blank or disorganized. The general room impression is one of confusion.

Qualified or Well Qualified

Bulletin boards show evidence of planning and artistic taste. The room appear orderly but not unnaturally neat. Pupils' work displayed about the room.

G. SENSES LEARNING OPPORTUNITIES

Not Qualified

The teacher ties him/herself to specific detailed lesson plans, seldom deviating from procedure laid down in advance. The emphasis is on motivating pupils to fit the teacher's preconceived program.

Qualified or Well Qualified

The teacher provides flexibility in procedures. The teacher is alert to opportunities as they arise.

II. HUMAN RELATIONS

A. SHOWS RESPECT FOR THE BASIC WORTH AND DIGNITY OF THE INDIVIDUAL

Not Qualified

Exhibits prejudice or shows differential treatment toward pupils. Shows favoritism to intellectually superior or "well behaved" pupils. Makes detrimental remarks about pupils.

Qualified or Well Qualified

Takes positive action to promote inter-group understanding and mutual respect. Meets the needs for all students, slow or fast achievers.

B. ESTABLISHES EFFECTIVE RELATIONSHIPS WITH PUPILS

Not Qualified

Treats pupils as subordinates. Demands discipline through subservience. Shows little interest in pupils outside of formalized learning relationship.

Qualified or Well Qualified

Often handles conflicts and disagreements with humor and patience. The teacher operates as an understanding adult member of the group. The teacher is accepted by the pupils as being helpful, fair, skillful and friendly.

C. SENSITIVE TO INTERPERSONAL RELATIONS AMONG PUPILS

Not Qualified

Insensitive to pupils' feelings about each other. Limits concern to pupils as individual learners.

Qualified or Well Qualified

Works positively to build group morale. Works for acceptance of differences. Skilled in promoting mutual concern among pupils.

D. ESTABLISHES EFFECTIVE RELATIONSHIPS WITH PARENTS

Not Qualified

Views parents as a nuisance and a necessary evil. Shows resentment of parental interest. Unable or unwilling to communicate effectively with parents.

Qualified or Well Qualified

Treats the family setting as an integral part of education. Exhibits warm, friendly, encouraging acceptance of parental interest. Works effectively with parents through numerous contacts.

E. ESTABLISHES EFFECTIVE RELATIONSHIPS WITH FACULTY

Not Qualified

Unwilling or unable to communicate with other staff. Shows rivalry with other teachers. Resents administrative regulations. Does not recognize local contract.

Qualified or Well Qualified

Develops rapport with members of the faculty based upon mutual professional respect. Actively seeks opportunities to work cooperatively with others.

F. POSSESSES ABILITY TO MAKE PEOPLE FEEL COMFORTABLE

Not Qualified

Does not seem to be aware of the feelings of others. May act excessively shy or antagonistic.

Qualified or Well Qualified

Shows warmth and friendship to others. Welcomes opportunities to put people at ease.

III. TEACHING EFFECTIVENESS

A. COMMUNICATES EFFECTIVELY WITH PUPILS

Not Qualified

Speaks in language that is beyond students' comprehensions. Shows disturbing mannerisms. Speaks with a monotonous or rasping voice. Frequently unable to make self heard or understood. Speaks too rapidly. Talks too much of the time in class. Doesn't listen to students.

Qualified or Well Qualified

Communicates skillfully. Voice pleasant, clear and well-modulated. Skillful in promoting discussion and bringing out communication skills of pupils.

B. WRITES WITH SKILL

Not Qualified

Unable to write in language that pupils understand. Makes frequent errors in spelling and usage. Handwriting frequently illegible.

Qualified or Well Qualified

Writes with skill which enhances teaching effectiveness. Written comments consistently clear and to the point.

C. DEVELOPS GROUP PARTICIPATION

Not Qualified

Teacher does all of the talking and directing. Shows little concern for social objective. Suppresses student participation.

Qualified or Well Qualified

Makes deliberate efforts to promote democratic group participation. Shows deep concern with group goals. Shares leadership with pupils. Recognizes each individual.

D. DEMONSTRATES SKILL IN EVALUATION

Not Qualified

Limits evaluation to infrequent tests which may be poorly designed and do not measure stated objectives. Tests too difficult. Does not recognize learning and emotional disabilities.

Qualified or Well Qualified

Views evaluation as an integral part of learning. States objectives in terms of pupils' behavior. Observes behavior continuously using anecdotes and measurements when appropriate. Sophisticated about test data and their limitations. Pupils participate in self-evaluation.

E. SHOWS AN INTEREST IN TEACHING

Not Qualified

Views teaching only as a source of a paycheck.

Qualified or Well Qualified

Shows real enthusiasm for teaching as a profession. Able to convince pupils he/she is genuinely concerned about their welfare. Willing to put forth extra effort on occasion and to devote extra hours when necessary.

#### IV. ORGANIZATION, MANAGEMENT AND CONTROL

##### A. GIVES EVIDENCE OF PREPARING ABILITY

###### Not Qualified

Puts forth little effort prior to classroom appearance. Disorganized.

###### Qualified or Well Qualified

Makes flexible plans directly connected with stated objectives. Develops broad resource units include a wealth of materials and activities.

##### B. DEMONSTRATES ABILITY TO PLAN WITH PUPILS

###### Not Qualified

Opposed to or afraid of pupil-teacher planning. Frequently directs activities which are of little concern to developmental tasks and interests of pupils.

###### Qualified or Well Qualified

Plans effectively with the pupils through democratic group processes. Promotes group evaluation and worked for continuous improvements of group problem-solving skills.

##### C. PROVIDES FOR INDIVIDUAL DIFFERENCES

###### Not Qualified

Ignores individual differences. Maintains the same standards for all pupils. Uses the same assignments and the same devices for all levels of ability.

###### Qualified or Well Qualified

Provides a wide variety of learning skills experiences designed to meet the varying needs and interests of every pupil. Encourages development of special individual talents. Makes use of diagnostic techniques in remedial work.

##### D. SHOWS FLEXIBILITY IN MEETING CHANGE

###### Not Qualified

Inflexible. Stays with preconceived plans in spite of disinterest, disruption and disorder. Thrown into confusion by changes or interruptions.

###### Qualified or Well Qualified

Shows great flexibility and creativity in meeting and making the most of changes. Makes a definite provision for choices by pupils. Ensures flexibility through dependence upon group decisions.

##### E. SHOWS EFFECTIVENESS IN CLASSROOM MANAGEMENT

###### Not Qualified

Manages classroom through authoritarian domination. Creates hostilities against him/herself. Ineffective even as a autocrat. Allows anarchy to reign. Mistakes a laissez-faire absence of leadership for modern education. Creates disrespect for him/herself.



Qualified or Well Qualified

Works increasingly toward pupil self-direction. Creates balance of friendliness with firmness.

F. HANDLES PROBLEMS OF DISCIPLINE EFFECTIVELY

Not Qualified

Besieged by problems of discipline--many of his/her own making. Uses repressive measures of punishment. Complains about the lack of discipline in the school. Pupils show little respect for teacher.

Qualified or Well Qualified

Shows understanding, patience and good humor in dealing with unacceptable behavior. Develops a learning environment in which few disciplinary problems arise.

V. STRENGTH IN SUBJECT MATTER

A. GIVES EVIDENCE OF BACKGROUND PREPARATION

Not Qualified

Poorly prepared. Attempts to bluff. Frequent errors and inaccuracies. Unwilling to admit weaknesses. Serious gaps in background information.

Qualified or Well Qualified

Familiar with the basic concepts and the tools for acquiring added information in his/her area. Well prepared. Evidence of background study.

B. DEMONSTRATES SKILL IN APPLYING KNOWLEDGE THROUGH TEACHING

Not Qualified

Unable to effectively communicate knowledge to pupils. Unable to adapt subject matter to level of learners. Unfamiliar with effective teaching methods.

Qualified or Well Qualified

Willing to learn more effective methods. Ability to convey material in meaningful, functional situations.

C. RECOGNIZES WORTH OF HIS/HER OWN EXPERIENCES AND USES THEM IN TEACHING

Not Qualified

Sees no relation between personal experiences and subject matter content. Teaches only what the book designates.

Qualified or Well Qualified

Uses personal illustrations and interpretations to supplement study. Enlivens subject matter through personalized interpretations.

D. POINTS OUT THE INTER-RELATEDNESS OF KNOWLEDGE TO PUPILS

Not Qualified

Divides subject matter into separate compartments. Teaches fragments and isolated facts. Slavishly follows some artificial pattern of subject matter organization.

Qualified or Well Qualified

Uses subject matter to solve problems. Ignores artificial subject matter boundaries. Equips pupils with skills and insight to search for and use knowledge in meaningful situations.

VI. THE TEACHER AS A PERSON

A. EXHIBITS POISE AND SELF-CONFIDENCE

Not Qualified

Ill at ease with people. Avoids company of others. Gives up easily. Makes a poor impression. Has little confidence in his/her potentialities. Tries to avoid facing problems.

Qualified or Well Qualified

Likes to be with others. Believes in his/her own capacities. Is at ease in most social situations. Regards problems as a challenge.

B. DEMONSTRATES EMOTIONAL STABILITY

Not Qualified

Frequently tense and over-anxious. Unreliable. Loses temper easily. Exhibits animosity or hostility to some pupils. Fearful or withdrawn.

Qualified or Well Qualified

Characteristically meets a situation objectively and realistically. Enjoys life. Provides security and support to pupils.

C. GIVES EVIDENCE OF GOOD GENERAL HEALTH

Not Qualified

Frequently absent due to illness. Drawn or haggard appearance. Little vitality or stamina. Chronic complainer.

Qualified or Well Qualified

In good health. Only occasionally absent due to illness. considerable vitality.

D. SHOWS INITIATIVE

Not Qualified

Waits to be told what to do. Shirks work. Dependent upon routine and regulations. Stifles initiative in pupils. Dependent upon administrative direction.

Qualified or Well Qualified

Is ready to assume responsibilities. Works to develop initiative in pupils.

E. EXHIBITS A PROFESSIONAL SPIRIT

Not Qualified

Unprofessional in attitudes and behavior. Reveals confidential information about pupils or parents. Violates teachers' Code of Ethics and contract.

Qualified or Well Qualified

Works conscientiously to implement the ethics of the teaching profession and school district. Demonstrates strong professional interest and participation in the total school program.

F. GIVES EVIDENCE DEPENDABILITY

Not Qualified

Fails to keep appointments. Negligent about carrying out responsibilities. Does not accept share of responsibilities.

Qualified or Well Qualified

Carries out assumed responsibilities. Seeks further responsibility. Consistently dependable.

G. SHOWS CARE IN PERSONAL APPEARANCE

Not Qualified

Neglects grooming. Careless about clothing. Does not set a good example.

Qualified or Well Qualified

Appears well-groomed on all occasions. Shows care and attention to appropriate clothing.

H. MAKES USE OF SENSE OF HUMOR

Not Qualified

Lacking in humor. Dour and disgruntled. Overly serious.

Qualified or Well Qualified

Smiles easily. Able to take a joke. Laughs with pupils.

## APPENDIX C - CODE OF ETHICS OF THE EDUCATION PROFESSION

(Adopted by the NEA Representative Assembly, July, 1968)  
(Amended July, 1970)

### PREAMBLE

The educator believes in the worth and dignity of man. He recognizes the supreme importance of the pursuit of truth, devotion to excellence and the nurture of democratic citizenship. He regards as essential to those goals, the protection of freedom to learn and to teach and the guarantee of equal educational opportunity for all. The educator accepts his responsibility to practice his profession according to the highest ethical standards.

The educator recognizes the magnitude of the responsibility he has accepted in choosing a career in education and engages himself, individually and collectively with other educators, to judge his colleagues and to be judged by them in accordance with the provisions of this code.

### PRINCIPLE I - COMMITMENT TO THE STUDENT

The educator measures his success by the progress of each student towards realization of his potential as a worthy and effective citizen. The educator therefore works to stimulate the spirit of inquiry, the acquisition of knowledge and understanding and the thoughtful formulation of worthy goals.

In fulfilling his obligation to the student, the educator:

1. Shall not, without just cause, restrain the student from independent action in his pursuit of learning and shall not, without just cause, deny the student access to varying points of view.
2. Shall not deliberately suppress or distort subject matter for which he bears responsibility.
3. Shall make reasonable effort to protect the student from conditions harmful to learning or to health and safety.
4. Shall conduct professional business in such a way that he does not expose the student to unnecessary embarrassment or disparagement.
5. Shall not, on the ground of race, color, creed or national origin, exclude any student from participation in or deny him benefits under any program nor grant any discriminatory consideration or advantage.
6. Shall not use professional relationships with student for private advantage.
7. Shall keep in confidence, information that has been obtained in the course of professional service unless disclosure serves professional purpose or is required by law.
8. Shall not tutor for remuneration, students assigned to his classes unless no other qualified teacher is reasonably available.

## PRINCIPLE II - COMMITMENT TO THE PUBLIC

The educator believes that patriotism in its highest form requires dedication to the principles of our democratic heritage. He shares with all other citizens the responsibility for the development of sound public policy and assumes full political and citizenship responsibilities. The educator bears particular responsibility for the development of policy relating to the extension of educational opportunities for all and for interpreting educational programs and policies to the public.

In fulfilling his obligation to the public, the educator:

1. Shall not misrepresent an institution or organization with which he is affiliated and shall take adequate precautions to distinguish between his personal and institutional or organizational views.
2. Shall not knowingly distort or misrepresent the facts concerning educational matters in direct and indirect public expressions.
3. Shall not interfere with a colleague's exercise of political and citizenship rights and responsibilities.
4. Shall not use institutional privileges for private gain or to promote political candidates or partisan political activities.
5. Shall accept no gratuities, gifts or favors that might impair or appear to impair professional judgement nor offer any favor, service or thing of value to obtain special advantage.

## PRINCIPLE III - COMMITMENT TO THE PROFESSION

The educator believes that the quality of the services of the education profession directly influences the nation and its citizens. He, therefore, exerts every effort to raise professional standards, to improve his service, to promote a climate in which the exercise of professional judgement is encouraged and to achieve conditions which attract persons worthy of the trust to careers in education. Aware of the value of united effort, he contributes actively to the support, planning and programs of professional organizations.

In fulfilling his obligation to the profession, the educator:

1. Shall not discriminate on the ground of race, color, creed or national origin for membership in professional organizations nor interfere with the free participation of colleagues in the affairs of their association.
2. Shall accord just an equitable treatment to all members of the profession in the exercise of their professional rights and responsibilities.
3. Shall not use coercive means or promise special treatment in order to influence professional decisions of colleagues.
4. Shall withhold and safeguard information acquired about colleagues in the course of employment unless disclosure serves professional purposes.



5. Shall not refuse to participate in a professional inquiry when requested by an appropriate professional association.
6. Shall provide, upon the request of the aggrieved party, a written statement of specific reason for recommendations that lead to the denial of increments, significant charges in employment or termination of employment.
7. Shall not misrepresent his professional qualifications.
8. Shall not knowingly distort evaluations of colleagues.

#### PRINCIPLE IV - COMMITMENT TO PROFESSIONAL EMPLOYMENT PRACTICES

The educator regards the employment agreement as a pledge to be executed both in spirit and in fact in a manner consistent with the highest ideals of professional service. He believes that sound professional personnel relationships with governing boards are built upon personal integrity, dignity and mutual respect. The educator discourages the practice of his profession by unqualified persons.

In fulfilling his obligation to professional employment practices, the educator:

1. Shall apply for, accept, offer or assign a position or responsibility, on the basis of professional preparation and legal qualifications.
2. Shall apply for a specific position only when it is known to be vacant and shall refrain from underbidding or commenting adversely about other candidates.
3. Shall not knowingly withhold information regarding a position from an applicant or misrepresent an assignment or conditions of employment.
4. Shall not accept a position when so requested by the appropriate organization.
5. Shall adhere to the terms of the contract or appointment unless these terms have been legally terminated, falsely represented or substantially altered by unilateral action of the employing agency.
6. Shall conduct professional business through channels, when available, that have been jointly approved by the professional organization and the employing agency.
7. Shall not delegate assigned tasks to unqualified personnel.
8. Shall permit no commercial exploitation of his professional position.
9. Shall use time granted for the purpose of which it is intended.

#### NATIONAL EDUCATION ASSOCIATION BYLAWS

Article 1, Section 13: Adherence to the Code of Ethics adopted by the Association shall be a condition of membership. The Committee on Professional Ethics shall, after due notice and hearing, have power to censure, suspend or expel any member for violation of the code, subject to review by the Ethics Committee. A member may, within sixty days after a decision by the ethics Committee, file an appeal of the decision with the executive secretary.

Michigan Education Association



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December 5, 1995

Steve Thomas  
Superintendent  
LITTLEFIELD PUBLIC SCHOOLS  
7400 North Street  
Alanson, Michigan 49706

Dear Steve:

This is a follow-up to our conversation of this morning. PA 112 presents a dilemma when it comes to prohibited subjects of bargaining.

Since they are prohibited it is impossible to change or delete those sections, since that would involve bargaining. And bargaining is prohibited.

I believe, however, that the Michigan Court of Appeals did shed some light on the matter. They said: the subsections "evince a legislative intent to make public school employees solely responsible for these subjects by prohibiting them from being the subjects of enforceable contract provisions . . ."

Consequently, we must leave the language in the contract since we can't bargain it out, but it will, according to the Court of Appeals, be unenforceable.

I hope that answers the Board's concerns. Sometimes laws produce bizarre results!

Sincerely,

Terry J. Cox  
Uniserv Director

tjc/mms

cc: Michelle Swadling  
Carolyn Whittle

