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8/20/2002

# Professional Agreement

Between the

Morenci Area School District

and the

Lenawee County Education  
Association,  
MEA, MEA/NEA

08/20/1997 - 08/20/2002

This Agreement is entered into by and between the Board of Education of the Morenci Area Schools, hereinafter called the Board, and the Lenawee County Education Association, hereinafter called the Association.

*Morenci Area Schools*

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## **Article I: Recognition**

- A. The Board recognizes the Lenawee County Education Association as the sole and exclusive bargaining representative for all full/part-time teachers including guidance counselors and librarians.
- B. Excluded from representation are: Full or part-time supervisory, executive or administrative personnel, business manager, athletic director, Title I director, reading director, curriculum coordinator, psychologists, social workers, therapists, CETA employees, director of community schools, special education coordinator, community school program teachers, adult education teachers, per diem appointments, teachers on leave, school nurse, office and clerical employees, aides and paraprofessionals, custodial and all other personnel.
- C. The Board agrees not to negotiate with or recognize any teachers' organization other than the Lenawee County Education Association for the duration of this Agreement as required by law.
- D. The Board subscribes to a policy of full employment of its staff. Part-time positions will not exist in lieu of full-time positions. Should there be any part-time position, it shall be as close to full-time as possible.
- E. The local Association president and the LCEA Office will be provided advance written notice at least thirty (30) days prior to the Board acting on any shared staffing arrangement so the Association can exercise its legal and contractual rights, which may include meeting and conferring with Board representatives.

## Article II: Definitions

- A. Whenever the term "Board" is used, it refers to the Board of Education and any of its designated administrative employees acting in the capacity of agent.
- B. Whenever the term "Principal" is used, it is to include the administration of any work location or functional division.
- C. Whenever the term "Superintendent" is used, it is to include any person with power to act on his/her behalf.
- D. Whenever the term "Teacher" is used, it shall include the member or members of the bargaining unit.
- E. Whenever the term "Association" is used, it refers to the Lenawee County Education Association, MEA/NEA and any person or persons designated by the LCEA acting in the capacity of agent.
- F. Whenever the term "School" is used, it is to include any work location or functional division of the Morenci Area Schools.
- G. Whenever the singular is used, it is to include the plural.
- H. Whenever the term "Day" is used, it shall mean teacher duty days unless otherwise stated.



### **Article III: Association Rights and Responsibilities**

- A. Any teacher who is a member of the Association or who has applied for membership, may sign and deliver to the Board an assignment authorizing deduction of membership dues in the Association, including MEA and NEA. Such authorization shall be on a form acceptable to both the Board and the Association and shall continue in effect from year to year unless revoked in writing between June 1st and September 1st of any year. Pursuant to such authorization, the Board shall deduct one-tenth (1/10) of such dues from beginning in September and ending in June of each year. Deductions for teachers employed after the commencement of the school year shall be appropriately pro-rated to complete payments by the following June.
- B. All amounts deducted pursuant to the preceding paragraph shall be forwarded, along with a list of teachers from whom such deduction has been made. It shall be the Association's responsibility to account for and remit moneys to any body other than the local group. The Board's responsibility in this matter terminates when deductions have been forwarded to the local designated Association officer.
- C. The Board agrees to make available within ten (10) working days to the Association upon its written request, all information, statistics and records which it has available and which may be reasonably necessary to make intelligent decisions relevant to negotiation, or necessary for proper enforcement of the terms of this Agreement.
- D. The Association shall be provided with a bulletin board in each building in place readily accessible to teachers for the posting of notices and other materials relating to Association activities. Such boards shall be clearly identified as Association bulletin boards and their upkeep and appearance shall be the sole responsibility of the Association. No material may be posted which is insulting or defamatory to any person or group.
- E. The Association shall have the right to have materials placed in the mailboxes of teachers. Such materials shall not be detrimental to the school district nor to any individual.
- F. School rooms shall be made available for Association meetings for teachers in the Morenci bargaining unit according to building use policy and after clearing through the appropriate office.
- G. The local Morenci Association shall have the right to use school equipment for preparing and duplicating information. The Association shall supply its own materials or pay for the reasonable cost of all materials and supplies incidental to such use. Such use shall be cleared through the appropriate administrator, so that there will be no interruption or interference with normal school operations.
- H. The Association or individual teacher may request that the Superintendent place on the agenda items for consideration. Such requests must be made in writing to the Superintendent no later than 4:00 p.m. four (4) days prior to the Board meeting. These requests will be placed in the proper area on the agenda.

- I. Duly authorized representatives of the Association shall be permitted to transact business for grievances on school property at all reasonable times. Normal school operations shall not be disturbed. If it is necessary to hire a substitute, the Association will pay for the substitute except in the case of arbitration hearing. Regular procedures governing visitors to the building shall be followed.
- J. The Superintendent shall meet informally with Association representatives at reasonable times, for the purpose of reviewing the administration of this contract and to resolve problems which may arise. If either party so requests, a meeting shall occur at least once a month on a scheduled date and time agreed upon by the Superintendent and the Association. For such meetings each party will submit to the other at least forty-eight (48) hours in advance a list of matters they wish to discuss. Should such a meeting result in a mutually acceptable amendment to the Agreement, then the amendment shall be subject to ratification by the Board and Association, provided that the bargaining committee shall be empowered to affect temporary accommodation to resolve special problems. The Principal of each school shall meet with the Association representative from his/her building for the same purposes in accord with the same guidelines used for the Superintendent's meeting described above.
- K. Nothing contained herein shall be construed to deny or restrict to any teacher, rights they 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.
- L. The Board and its representative shall take no action in violation of or inconsistent with any provision of this Agreement, without the consent of the Association. No new policy, rule or regulation of any kind will be formulated without a discussion, for the purpose of reaching a satisfactory agreement, involving a representative in effecting the new policy. If an agreement cannot be reached, the final decision will be made by the Administration. The board, in its sole discretion, retains the right to establish policies as contained in its policy manual. Board policies shall not be contrary to the provisions of this agreement.
- M. Upon written authorization from the teacher, the Board shall deduct from the salary of any teacher and make appropriate remittance for credit union, charitable donations or other plans or programs jointly approved by the Association and the Board. Deductions and remittance will be made for annuities held with any of six (6) approved companies. The MEA may notify the Board when it wishes to drop an inactive company and substitute another in its place.
- N. The Board agrees to provide each teacher upon hire a copy of Sections 1000, 4100, 5000 and 6000 of the current Board Policy and a copy of the Student Conduct Code. Three (3) copies of the current Board Policy will be provided for each building -- one (1) copy for the lounge, one (1) for the library and one (1) for the Building Representative. As revisions are made they will be provided to the Association President.



## Article IV: Agency Shop

- A. Each teacher, as a condition of employment shall, (1) join the Association on or before thirty (30) days from the date of commencement of duties or the effective date of this Agreement, whichever is later, or (2) pay a Service Fee to the Association, pursuant to the Association's "Policy Regarding Objectives to Political-Ideological Expenditures" and the Administrative Procedures adopted pursuant to that policy. The Service Fee shall not exceed the amount of Association dues collected from Association members. The teacher may authorize payroll deduction for such fee. In the event that the teacher shall not pay such Service Fee directly to the Association, or authorize payment through payroll deduction, the Board shall, pursuant to MCLA 408.477; MSA 17.277(7) and at the request of the Association, deduct the Service Fee from the teacher's wages and remit same to the Association. Payroll deductions made pursuant to this provision shall be made in equal amounts, as nearly as may be, from the paychecks of each teacher. Moneys so deducted shall be remitted to the Association, or its designee, no later than twenty (20) days following deduction.
- B. Pursuant to Chicago Teachers Union v. Hudson, 106 S Ct 1066 (1986), the Association 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-association 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 objecting 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 of any legal action against the Board brought in a court or administrative agency because of its compliance with this Article, the Association agrees to defend such action at its own expense and through its own counsel, provided:
- (a) The Board give timely notice of such action to the Association and permits the Association intervention as a party if it so desires, and
  - (b) The Board gives full and complete cooperation to the Association and its counsel in securing and giving evidence, obtaining witnesses, and making relevant information available at both trial and appellate levels.

The Association agrees that in any action so defended, it will indemnify and hold harmless the Board, including each individual school board member and members of the administration, from any liability for all claims, suits, demands, damages and costs, including all court or administrative agency costs, imposed by a judgment of a court or administrative agency as a direct consequence of the Board's compliance with this Article IV, but this does not include any liability for unemployment compensation paid under the Michigan Employment Security Act since the Association will not be seeking the termination of employment of the teacher involved.

- D. Any teacher who is a member of the Association, or who has applied for membership, may sign and deliver to the Board an assignment authorizing deduction of dues, assessments and contributions in the Association as established by the Association. Such authorization shall continue in effect from year-to-year unless revoked according to the procedures outlined in the MEA Constitution, Bylaws and Administrative Procedures. Pursuant to such authorization, the Board shall deduct one-tenth of such dues, assessments and contributions from the regular salary check of the bargaining unit member each month for ten (10) months, beginning in September and ending in June of each year.
- E. Due to certain requirements established in recent court decisions, the parties acknowledge that the amount of the fee charged to non-members along with other required information may not be available and transmitted to non-members until mid school year (December, January, or February). Consequently, the parties agree that the procedures in this Article relating to the payment or non-payment of the representation fee by non-members shall be activated thirty (30) days following the Association's notification to non-members of the fee for that given school year.



## **Article V: Fair Practices**

- A. The Board agrees to continue its policy of dismissing teachers on the basis of classroom competence, refusal to follow administrative directive, failure to adhere to policies established by the Board, lack of satisfactory performance reflected in official and objective evaluative procedures and/or conduct inconsistent with the responsibilities and obligations of the teaching profession.
1. No teacher shall be disciplined without just cause. The specific grounds forming the basis for disciplinary action will be made available to the teacher and the Association in writing. Provided, however, that this provision shall not apply to non-renewal of probationary teachers. Non-renewal of a probationary teacher may be imposed only for reasons that are not arbitrary and/or capricious.
  2. The Board agrees to follow a policy of progressive discipline, provided, however, that the disciplinary action taken against a teacher shall commence at the level determined to be commensurate with the behavior which precipitates said action. Disciplinary options include verbal warning with a notation to file, (however, any written documentation of a verbal warning, with the exception of a notation of date, time and subject, shall not be included in the teacher's personnel file), written warning, reprimand, suspension with or without pay, and discharge. Extremely serious cases may result in immediate suspension with consideration and potential of further action.
- B. The Board agrees to continue its policy of non-interference in the off-duty hours of teachers, and their full rights of citizenship, as long as such activities do not demonstrably interfere with their performance as teachers or impair their ability to effectively serve in the assigned position.

In addition, the Board agrees to continue its policy of non-interference in teachers reasonable exercise of academic and professional freedom as long as such activities do not interfere with their performance as teachers or impair their ability to effectively serve in the assigned position. It is further recognized that the administration will evaluate teacher methodology and performance as needed.

- C. The Association agrees to represent all teachers without discrimination. The Board agrees to continue its policy of non-discrimination against any employee.

## **Article VI: Management Rights and Responsibilities**

- A. It is expressly agreed that all rights which ordinarily vest in and have been exercised by the Board of Education, except those which are clearly and expressly relinquished herein by the Board, shall continue to vest exclusively in and be exercised exclusively by the Board without prior negotiations with the Association either as to the taking of action under such rights with respect to the consequences of such action during the term of this Agreement. Such rights include by ways of illustration and not by way of limitations, the right to:
1. Manage and control the school business, the equipment and the operations and to direct the teaching staff and affairs of the Employer.
  2. Continue its rights and past practice of assignment and direction of work to all of its personnel, determine the number of shifts and hours of work and starting times and scheduling of all the foregoing, and the right to establish, modify or change any work or business hours or days, but not conflict with the specific provisions of this Agreement.
  3. The right to direct the teaching staff, including the right to hire, promote, suspend and discharge employees, assign work or extra duties to employees, determine the size of the teaching staff and to layoff employees so long as such action does not conflict with the seniority and layoff and recall provisions of this Agreement.
  4. Determine the services, supplies, and equipment necessary to continue its operations and to determine schedules and standards of operation, the means, and process of carrying on the work including automation thereof or changes therein, the institution of new and/or improved methods or changes therein.
  5. Adopt reasonable rules and regulations which are not in conflict with specific provisions of this Agreement.
  6. Determine the qualifications of employees, including physical conditions as determined by an expert.
  7. Determine the number and location and relocation of its facilities, including the establishment or relocations of new schools, buildings, departments, divisions or sub-divisions, building or other facilities. Such changes shall be discussed with personnel who will be affected by the change.
  8. Determine the placement of operation, service, scheduling of students, and the source of materials and supplies.
  9. Determine the financial policies, including all accounting procedures, and all matters pertaining to public relations.



## **Article VII: Grievance Procedure**

### **Section 1 -- Definitions**

- A. A grievance is a complaint by an employee in the bargaining unit that there has been an alleged violation or misapplication of any provisions of this Agreement.
- B. An Association grievance chairperson shall be designated by the Association and may represent any teacher in the Association if the complaint is lodged in behalf of the Association.
- C. Working days are those days that are worked by the teaching staff.

### **Section 2 -- Procedure for Adjustment of Grievances**

Grievances shall be presented and adjusted in accordance with the following procedure:

#### ***Informal Conference:***

- A. A complaint shall first be discussed with the Principal of the school with the object of resolving the matter informally within ten (10) working days following the event which is objectionable (or following recognition of the circumstances giving rise to a complaint). Such a discussion may be requested by:
  - 1. A teacher on his/her own behalf, or
  - 2. An Association representative at the teacher's request, or
  - 3. An Association representative in the name of the Association.

#### **Step 1:**

- A. In the event the matter is not resolved informally, the grievance may be lodged with or submitted to the Principal of the school within five (5) working days following the conference. The written grievance shall be signed by the aggrieved teacher, if any.
- B. The grievance may be lodged and thereafter discussed with the Principal
  - 1. By the teacher in person on his/her own behalf, or
  - 2. By the aggrieved teacher accompanied by the Association representative, or
  - 3. Through the Association representatives if the aggrieved teacher so requests, or
  - 4. By the Association representative in the name of the Association.

**Step 2:** If the grievance is not disposed of at Step 1, or if no decision is rendered by the Principal within five (5) working days after the grievance is presented, the grievance may be submitted, in writing, to the Superintendent within five (5) working days after the Principal's decision is communicated to the teacher or the Association, or ten (10) working days from the date the grievance was presented to the Principal.

- A. The Superintendent of Schools shall meet with the grievant and/or their representative and confer on the grievance with a view to arriving at a mutually satisfactory adjustment. Such a conference shall take place within seven (7) working days after the Superintendent received the appeal. Participants shall receive two (2) working days notice of the conference and shall be those indicated in **Step 1**, Paragraph B.
- B. The Superintendent shall render a written decision of the grievance with the supporting reasons after the conference, and shall furnish the Association with a copy of such written disposition within five (5) working days of the conference.

**Step 3:** If the Association is not satisfied with the disposition of the grievance by the Superintendent, or if no disposition has been made within five (5) working days of the conference, or ten (10) working days from the date of filing, which ever may be later, the grievance may be submitted to the Board. Failure to transmit the grievance to the Board within fifteen (15) working days after its submission to the Superintendent, shall be deemed a withdrawal of the grievance.

- A. Within the time limits specified above, the grievance may be transmitted to the Board by filing a written copy thereof with the Secretary of the Board.
- B. The Board, no later than its next regular meeting or two (2) calendar weeks, whichever shall be later, shall meet with the Association and attempt to resolve the grievance either by grievance committee or as a committee of the whole Board. Disposition of the grievance in writing, by the Board shall be made no later than seven (7) calendar days thereafter and a copy of such disposition shall be furnished to the Association.

### **Section 3 -- Arbitration**

If the Association is not satisfied with the Disposition of the grievance by the Board, or if no disposition has been made within the period provided above, the grievance may be submitted to arbitration.

- A. If the Association notifies the Board in writing, no later than ten (10) calendar days after its meeting with the Board to discuss the grievance, that it intends to seek arbitration then the arbitration procedure outlined below shall be followed.
- B. At the first official meeting of the Board of Education which is held after notice of intention to seek arbitration, the Board will appoint a representative to help select an arbitrator. If the parties cannot agree as to the arbitrator within five (5) calendar days the arbitrator shall be selected by the American Arbitration Association.
- C. The Board and Association shall not be permitted to present in such arbitration proceeding any new information or evidence not previously disclosed to the other party.
- D. Subject to Paragraph D., below, both parties agree to be bound by the award of the Arbitration Panel and agree that judgment thereon may be entered in any court of competent jurisdiction.



- E. Powers of the Arbitration Panel. It shall be the function of the panel and it shall be empowered, except as its powers are limited below, after due investigation, to make a decision in cases of alleged violation of the specific articles and sections of this agreement.
1. It shall have no power to add to, subtract from, disregard, alter, or modify any of the terms of this Agreement.
  2. It shall have no power to establish salary scales or change any salary rate.
  3. It shall have no power to rule on any of the following:
    - (a) Failure to re-employ any probationary teacher.
    - (b) The placing of a non-tenure teacher on a third year probation.
    - (c) The termination of services or failure to re-employ any teacher to a position on the extra-curricular schedule.
    - (d) Any claim or complaint subject to the procedures specified in the Teacher Tenure Act (Act IV Public Acts, extra session, of 1937 of Michigan, as amended.)
  4. It shall have no power to change any practice, policy or rule of the Board nor to substitute his/her judgment for that of the Board as to the reasonableness of any such practice, policy, rule or any action taken by the Board.
  5. Its powers shall be limited to deciding whether the Board has violated the express articles or sections of this agreement; and it shall not imply obligations and conditions binding upon the Board from this Agreement, it being understood that any matter not specifically set forth herein remains within the reserved rights of the Board.
  6. In rendering decisions, the arbitration panel shall give due regard to the responsibility of the management and shall so construe the agreement that there be no interference with such responsibilities, except as they may be specifically conditioned by this Agreement.
- F. The fees and expenses of the third member of the arbitration panel shall be shared equally by the Board and the Association. All other expenses shall be borne by the party incurring them, and neither party shall be responsible for the expense of witnesses called by the other.

#### **Section 4 -- Other Matters Pertaining to Grievances**

- A. The time limits provided in this article shall be strictly observed, but may be extended by written agreement of the parties. Absence of any participating party due to illness will cause the timelines to be extended one (1) day for each day of absence. In the event a grievance is filed after May 15, of any year and strict adherence to the time limits may result in hardship to any party, all parties shall use their best efforts to process such grievance prior to the end of the school term or as soon thereafter as possible.

- B. Failure at any step of the grievance procedure to communicate the decision on a grievance within the specified time limit shall permit the lodging of an appeal at the next step of the procedure. Failure to file or appeal a decision within a specified time limit shall be deemed a withdrawal of the grievance.
- C. Hearings and grievances held under the grievance procedure shall be conducted at a time and place which will afford a fair and reasonable opportunity for all persons, including witnesses, entitled to be present to attend. Every attempt will be made to schedule arbitrations on non-school attendance days. Failing in this scheduling effort, the parties will attempt to schedule witnesses around non-teaching time. If scheduling cannot be accommodated for said teacher then he/she shall be excused to attend without loss of pay.
- D. If a grievance arises from the action of authority higher than an employee's immediate supervisor, it may be initiated at the appropriate step of this procedure.
- E. No decision on, or adjustment of a grievance shall be contrary to any provision of this Agreement.
- F. No one but an employee covered under this Agreement, may avail themselves of the provisions of this grievance procedure.
- G. Notwithstanding the expiration of this Agreement, any claim or grievance arising thereunder may be processed through the grievance procedure outlined herein until its resolution.
- H. Only the Association may use the appeal procedures of **Step 4**.
- I. The following matters shall not be the basis of any grievance filed under the procedures outlined in this contract:
  - 1. Failure of the Board to follow teacher recommendation for school facilities.
  - 2. Failure of the Board to follow recommendations coming from teacher committees.
  - 3. Any matter subject to the procedures specified in the Teachers' Tenure Act (Act 4 of Public Acts, Extra Session, of 1937 Michigan as amended).
  - 4. Failure of the Board to reduce class size.



### **Article VIII: School Calendar**

- A. The Board agrees to meet with the Association for the purpose of discussing the school calendar for the next school year, prior to June 1. If no agreement has been reached by June 1, the County Calendar, subject to Paragraph B. below shall be the calendar.
- B.
1. The Morenci Area Schools calendar shall be generally based upon the county calendar as developed in cooperation with the Lenawee Intermediate School District. It shall provide for student instruction days, teacher professional development days, and shall include two (2) teacher record days and a schedule for parent/teacher conferences. The minimum number of teacher duty days shall include days of instruction and professional development days as set by the state aid act and/or law. The board will schedule additional days and clock hours of instruction only as necessary to meet minimum state requirements. These minimums shall be adjusted each year as required by the state aid act and/or law. Clock hours of instruction will also be followed as required by the state aid act and/or law.
  2. Whenever possible, state mandated instructional days will appear at the beginning and end of the school year.
  3. One state mandated instructional day will be added each year starting with 1997-98 school year through the expiration of this agreement.
  4. Bell schedule will be increased by the minimum state mandated instructional hours of 51 hours for 1997-98 which will include one additional state mandated instructional day.
  5. School year 1998-1999 will include one state mandated instructional day which will encompass the state mandated six (6) hour requirement.
  6. School year 1999-2000 will be increased by the minimum state mandated instructional hours of 51 hours which will include one additional state mandated instructional day.
  7. School years 2000-2001 and 2001-2002 will include one state mandated instructional day which will encompass the state mandated six (6) hour requirement.
  8. The board will schedule additional days and clock hours of instruction only as necessary to meet minimum state requirements.
  9. Upon request, the board and the association will meet to discuss subsequent years' bell schedule. The association may make this request by April 15.

This District shall have the option of scheduling an additional two (2) teacher duty days for selected staff. These days may be scheduled prior to the first regular teacher workday and/or during the school year as the calendar may permit. In no case, unless mutually agreed, shall these added days be scheduled during Thanksgiving, Christmas, or Spring vacation. Nor shall they be scheduled earlier than one (1) week before or after the regular school year.

Payment for individual teachers required to work these additional days shall be at the current daily rate for substitute teachers.

- C. For the term of this Agreement, the school year for the next year shall be set forth in Appendix D by June 1, of each year.

If the agreed upon school year is required to be extended or there is a modification in the agreed upon school calendar because of Section 101(3) of the State School Aid Act, any bargaining unit member required to perform any work on a day not specified as a duty day in this Agreement shall do so with no additional compensation. Teachers will not be required to report and shall receive their regular pay for scheduled days of student instruction which are not held because of conditions not within the control of the school authorities, such as inclement weather, fires, epidemics, or health conditions as defined by City, County or State authorities.

- D. Should a closing because of conditions not within the control of school authorities require the scheduling of additional days of student instruction because previously scheduled days could not be counted to meet the state mandated minimum requirement in accordance with the State Aid Act, the following days shall be reserved for make-up days:

1. Two (2) days as stipulated in State Aid Act.
2. Two (2) days as built in the calendar for teacher record days.

If additional days are required to be made up, the board and the association will enter into a discussion with the intent of agreement and the days will be scheduled by the board following said discussion no later than April 1 annually.



## Article IX: Teaching Hours

- A. Teachers shall be on duty and work the hours required to accomplish the total teaching assignment and responsibility. Teachers shall attend to matters which properly require their attention before and after the student day, including consultation with parents and/or students when scheduled directly with the teacher by the parent, student or immediate supervisor.

The teachers' work schedule shall be established by the board with full consideration of the parameters established in this article. The teachers' work day shall not exceed seven and three quarter (7.75) clock hours at the elementary and middle schools and seven and three quarter (7.75) clock hours at the high school. Of this scheduled time, an average of ninety-five (95) minutes per day, or four hundred and seventy-five (475) minutes per week shall be for unassigned conferencing, lunch and preparation. Teacher-pupil contact time shall not exceed an average of five and three quarter (5.75) clock hours per day.

- B. Classroom teachers shall not be responsible for students during the time these students are assigned to teaching specialists, unless an emergency situation arises which would leave students without supervision. Students are not to be returned to the home room for disciplinary reasons nor are they to be deprived of the services of a specialist for classroom discipline.
- C. Teachers of music and art, librarians, special reading teachers, counselors and all special education teachers shall be provided with relief and preparation time to the same extent as other teachers in the district.
- D. No departure from these norms except in case of emergency, shall be made without prior consultation with the Association. In the event of any disagreement between the representative of the Board and the Association as to the need and desirability of such deviation, the matter may be processed through the professional grievance procedure.
- E. Administration shall have the right to adjust the class schedule when parent conferences, weather delays, assemblies or in-service sessions result in less than a full day of instruction.
- F. Daily preparation for effective teaching, correcting examination papers, themes, attending faculty meetings and similar activities require many hours of application outside of the classroom and add to the professional responsibilities of the teacher. In addition, demands are made for attendance at staff conferences, and the like, which demands can readily become excessive. It is accordingly agreed that if such unpaid extra-curricular activities shall exceed two (2) hours per week, six (6) hours per month, the Board shall pay the teacher for any services in excess thereof at the teacher's hourly rate.
- G. Normally, one (1) parent/teacher conference will be held early in the school year, and a second one after the second semester begins. The Principal will determine the exact dates after consultation with the teachers.
- H. Faculty meetings will not be scheduled on teacher record days when less than a full day is available for record keeping. When a full day is scheduled, faculty meetings will be avoided whenever possible and will not exceed thirty (30) minutes if scheduled.

## Article X: Teaching Conditions

- A. The parties recognize that class size is a factor in quality education. The Board will strive to attain a goal of 25 pupils in grades K-3, 28 pupils in grades 4-6 and 30 pupils in grades 7-12.

Should a class in grades K-5 exceed these sizes, the board will employ, upon a teacher's request, an aide for one (1) hour per class, per day for every two (2) students in excess of the stated levels.

As possible, in grades 6-12, efforts will be made to balance the class loads in like classes when more than one (1) section is offered.

Class size may be appealed through the administrative process.

- B. The Board recognizes that appropriate texts, musical instruments and materials, library reference facilities, maps and globes, laboratory equipment, audiovisual equipment, art supplies, athletic equipment, current periodicals, standard texts and questionnaires, and similar materials are the tools of the teaching profession. If any of these items are to be purchased, the teachers involved will be consulted.
- C. The Board and the Association mutually recognize the need of adequate teaching reference material, necessary teaching supplies, and equipment. Therefore, the Board of Education agrees to make available, within its financial means, all texts, supplies, and equipment necessary for the teachers to perform their assigned task of teaching.
- D. The Board shall make available in each school adequate lunchroom, restroom and lavatory facilities exclusively for school personnel use and at least one (1) room, appropriately furnished, which shall be reserved for use as a lounge.
- E. All long distance business calls shall be made with office authorization. Personal long distance calls will be made without charging to the district. A phone shall be made available to staff for making personal calls.
- F. The Association shall have the right to have vending machines installed in the teachers' lounge. These machines shall not be available to the students unless the Administration and the Association mutually agree.
- G. Adequate off street, paved and lighted parking facilities shall be provided, and properly maintained and identified for teacher use.
- H. Teachers shall not be required to work under uncomfortable, unsafe or hazardous conditions or to perform tasks which endanger the students or their health, safety, or well being. When the teacher feels that such a condition exists, such facts should be brought to the immediate attention of the appropriate Administrator. In the event the teacher feels the Administrator has failed to take the appropriate action, the teacher shall have recourse to grievance procedures to prevent such further conditions.



- I. The Board may employ teacher assistants to work in and around the school buildings. Teachers may be consulted regarding placement and assignments. Teachers to whom teacher assistants are assigned shall have input to their job descriptions, evaluation of effectiveness and recommendation for continued employment.
- J. Any teacher who has a medically fragile student who requires routine special care may, in his/her discretion, notify the building principal of the situation.

If known by the administration in advance, a teacher will be notified when a medically fragile student is placed in his/her class. Except in an emergency, teachers will not be required to perform medical procedures or be responsible for medication of said student.

## **Article XI: Professional Qualifications and Assignments**

- A. Teachers shall not be assigned outside the scope of their teaching certificates and his/her major or minor field of study except temporarily and for good cause, and the Association shall be so notified in each instance, along with written statement of reasons for such assignment. Temporary shall be defined for purposes of this article as not to extend beyond the current year.

"Qualifications" shall be defined as meeting the State Department of Education certification requirements and the University of Michigan accreditation requirements or such other accreditation requirements as the Board may adopt. For a senior high position, a teacher shall be considered qualified to teach in his/her major or minor field of study. For a middle school position, a teacher shall be considered qualified to teach his/her major or minor field of study and/or experience in the subject matter to be taught in the last seven (7) years and/or in all basic subjects, i.e. mathematics, science, English, and social studies. Staff members will be evaluated on all subjects taught.

- B. All teachers shall be notified of their schedule for the forthcoming year prior to the close of school. No changes will be made later than August 15, unless an emergency situation develops. Then the change will only be for the remainder of the school year. The teacher shall be given the opportunity to return to his/her former position if it exists for a following year provided that move is feasible with current staff.

To meet the requirements of this provision, all teachers must notify the Administration prior to July 15, that they will not be returning. Resignations after that date, will be filled by the Administration with certified and qualified staff if a new staff member cannot be hired.

- C. Extra-curricular and instructional assignments in addition to the normal teaching schedule shall be made with the consent of the teacher. If a teacher accepts an extra duty assignment, and then desires to resign that position, they may resign only when a qualified person is found to take that obligation, but in no case will the obligation extend beyond the addition year from the termination of the current contract year.
- D. Part-time staff who have a non-teaching period(s) scheduled between two teaching periods and/or preparation period shall be given the option of curriculum work, student supervision or other professionally related responsibilities for that non-teaching period(s) for which they will receive their regular compensation. The administration shall determine when the teacher's preparation period is scheduled.
- E. No current staff member will have his/her assignment reduced to accommodate a new position.



## **Article XII: Vacancies, Promotions and Transfers**

- A. The Board will consider the career interests and aspirations of its teachers. Requests by a teacher for transfer to a different class, building or position shall be made in writing, one (1) copy of which shall be filed with the Superintendent and one (1) copy shall be filed with the Association. The application shall set forth the reasons for transfer, the school, grade or position sought, and the applicant's academic qualifications. Such requests to be given active consideration, must be made by April 1, of the current school year.
- B. Summer postings will be sent to teachers who indicated by the end of the school year a desire to transfer to a position for which they are certified and qualified and have made a request as described in Paragraph A. Newly created positions or reinstated positions shall be sent to all teachers who are certified and qualified. The terms "certified" and "qualified" are defined per Article XVIII.
- C. The Association recognizes that when vacancies occur during the school year it may be difficult to fill them from within the district without undue disruption to the existing instructional program. If the Superintendent in his/her reasonable judgment so determines, such a vacancy may be filled on a temporary or tentative basis until the end of the normal school year at which time the position will be considered vacant. The Board retains the right to fill the position with the candidate of their choice.
- D. Whenever any permanent or newly created vacancy in a teaching or Administrative position in the district shall occur, the Board shall publicize the same by giving written notice of such vacancy to the President of the Association and provide for appropriate posting on the teacher's bulletin boards in every building. The vacancy will remain posted for a period of fifteen (15) days and will not be permanently filled until the expiration date thereof. Any teacher possessing the qualifications to apply for such vacancy may do so in writing to the Superintendent's office within a fifteen (15) day period. The Board agrees to give due weight to professional background and attainments of all applicants, length of service in the district class level, area of specialization, and other relevant factors. If a transfer becomes necessary due to the reduction or elimination of a grade level or department, the affected teacher(s) shall be transferred to a teaching position for which he/she is certified and qualified, if such a position exist.
- E. Involuntary transfers may be made in case of an emergency, to prevent undo disruption of the instructional program and/or to accommodate a layoff by seniority.
- F. Whenever a qualified member of the bargaining unit has occupied a position which has been abolished for any reasons unrelated to the qualifications or competency of the occupant, that member shall be given first opportunity to fill the position in the event it is re-established thereafter, their opportunity to be given, provided the Superintendent is allowed to temporarily fill the vacancy prior to the posting and bidding procedures.
- G. Any teacher who shall be transferred to an Administrative or Executive position and shall later return to teacher status shall be entitled to the same rights held under this Agreement prior to such transfer to supervisory or executive status.
- H. Teachers failing to exercise their rights of requesting a status change will forfeit their opportunity to change position for the current school year, as explained in Paragraph D unless the position is new or an Administrative position.

## Article XIII: Leaves of Absence

### Section 1 -- Paid Leaves

- A. **Sick Leave.** At the beginning of each year, each teacher shall be credited with a ten (10) day leave allowance to be used for absences caused by personal illness or disability. The unused portion of such sick leave allowance shall accumulate from year to year to a limit of one hundred thirty (130) days. Unused sick leave in excess of 130 days shall be paid at the substitute teacher daily rate of pay at the end of the school year. Unused business and personal days shall be added to the accumulative sick leave at the end of the school year per Section C. 5., and those days shall be included when paying members who have accumulated sick days in excess of one hundred thirty (130) days per this section.
1. The Board shall furnish a written statement at the beginning of each school semester setting forth the total of sick leave credit each teacher has accumulated.
  2.
    - (a) Each teacher shall notify the Administration by contacting the appropriate individual at a phone number which will be provided to them at the beginning of each school year of their intended absence, nature of leave (sick leave, funeral leave or business day) the day and date of absence and where they can be contacted during the day. Each teacher shall give notification no later than 7:00 a.m. on the day of the absence.
    - (b) In the event a teacher has advance knowledge of a period of disability, the Administration shall be notified as soon as possible after the teacher becomes aware of same. Such notification will include a written statement from the teacher indicating whether or not sick leave benefits are or are not to be paid during the absence as well as a certificate from the attending physician stating the anticipated commencement and duration of such disability, any restrictions on the work the teacher must perform, and the length of time such restrictions are applicable. In order to receive leave under this provision, whether paid or unpaid, the teacher will be expected to work until physically disabled and return to work as soon as physically able.
  3. A teacher may be required by the Administration to justify such absence when reporting to work on the first working day following his/her absence. Failure to comply with this provision can result in the withholding of pay for such leave days.
  4. Doctor or dentist appointments shall normally be scheduled before or after school. Sick leave may be used when the treatment of the teacher for a specific physical/medical problem is taking place. An exception to this would be an emergency illness for which sick leave shall be granted.
  5. Each teacher absent for personal illness or injury or on orders of his/her physician to remain absent from duty due to exposure or disease may be required by the Superintendent of Schools, or his/her designee, to report to the Board of Education physician for an examination. The cost of said examination shall be assumed by the Board. Although the Board of Education shall give



proper consideration to a medical report submitted by the teacher's personal physician, the Board of Education's physician report and decision will be final.

6. Accumulated sick leave time shall terminate upon severance or suspension of employment.

**B. *Funeral Leave:***

All employees shall be granted five (5) working days with pay for a death in the employee's immediate family. The immediate family is defined to include spouse, mother, father, sister, brother, children, mother-in-law, father-in-law, grandchildren and grandparents. In unusual cases the death of others than those listed above may warrant granting of funeral leave. In such cases individuals shall apply to the Superintendent who shall make the final determination in each case. Additional time off for traveling to said funeral may be granted by the Superintendent when the distance involved warrants such action.

**C. *Business and Personal Days:***

1. One (1) school day per year shall be granted for the conduct of business affairs which cannot be handled outside of school hours.
  - (a) It is understood that such business leave shall not be granted for the first or last day of the school year nor on the first working day preceding or following a vacation period, weekend, or holiday unless authorized by the building principal. Justification will be required for these days before they are granted.
  - (b) Such days are not to be used to take part in any protest, march, strike, or other public demonstration. If over 10% of the total teaching staff requests the same business leave day, the request may be denied.
2. One (1) school day per year shall be granted for personal leave.
  - (a) Such leave shall not be taken on the first working day preceding or following a vacation period.
3. Business and personal days may be taken a half day at a time when appropriate.
4. Teachers must request business or personal leave days as early as possible, but no later than two (2) full days in advance, except in case of emergency. In such case, the teacher shall apply as soon as possible.
5. At the end of each school year, unused business and personal leave days shall be added to accumulative sick leave.

**D. *Jury Duty and Court Appearance Leave:***

1. All school employees who are called to jury duty shall notify the Superintendent of Schools as soon as notice is received. Employees shall request the court to defer jury duty whenever possible to the summer months when the children are not regularly enrolled; the Superintendent will confirm such requests when necessary.

2. Employees who cannot obtain a deferment or whose employment extends through the summer months shall be released for jury duty. Such employees shall receive the difference between their regular salary and pay received for jury duty.
3. Any teacher required to appear in court either as a Principal or witness shall suffer no loss of pay or leave days, unless such appearance is as a defendant when a guilty verdict will result in loss of pay.

**E. *Other Leaves with Pay:***

1. Time off with pay, chargeable against the employee's sick leave may be granted for illness in the immediate family. The only justification for paid absence is the assumption that employee must be absent because of an inability to arrange care of someone in the immediate family who is ill. The immediate family in this paragraph is defined as being spouse, children, parents or individuals living with employee.
2. In the event that an employee suffers an injury or illness that is compensable under the Michigan Worker's Compensation law, the employee will be entitled to use sick leave in the same manner as if the injury or illness was not compensable under the Worker's Compensation; provided that said employee reimburse the employer the amount of wage continuation benefit received under Worker's Compensation for any week the employee receives sick pay from the employer. For any day that the employee receives sick pay from the employer and reimburses the employer for the Worker's Compensation received, the employee's sick leave shall be reduced only by the portion of a day equal to position of the employee's gross pay actually paid by the employer.
3. The Association shall be entitled to five (5) full teacher days of leave with pay, to be used for such Association business the President may designate subject to the following limitations:
  - (a) Such days are not to be used to take part in any protest, march, strike, or any other public demonstration-type activity.
  - (b) The Association must notify the Board not less than forty-eight (48) hours prior to such leave.

- F. Once a request for absence is approved and substitutes hired, the teacher must take the time off or reimburse the school district for the substitute.

**Section 2 -- Sabbatical Leave**

The Board may grant a leave without pay for any teacher when a written request is submitted detailing the nature of the leave.

**Section 3 -- Unpaid Leaves of Absence**

- A. A Leave of Absence of up to one (1) year may be granted to any teacher, upon board approval, for the purpose of participating in exchange teaching programs in other school districts, states, territories, or countries; foreign or military teaching programs; the Peace Corps, Teacher Corps or Job Corps as a participant in such programs.



- B. 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 the illness or disability, provided that such illness or disability does not extend beyond the individual teaching contract. The Board may renew such leave upon written request of the teacher. The Board agrees to pay the premiums for health insurance benefits for the duration of the individual teaching contract.
- C. Any member of the Association who is granted a leave under Sections A or B for a period of one (1) year or less, shall be reinstated to his/her former position, if still in existence and if not, then to a position for which he/she is certified and qualified. Seniority and salary credit shall be granted if the leave is granted under Sections A or B.
- D. A Leave of Absence of up to one (1) year may be granted to any teacher, with Board approval, for the purpose of engaging in study at an accredited college or university, cultural travel or work program reasonably related to his/her professional responsibilities.
- E. A Leave of Absence of up to one (1) year may be granted to any teacher with Board approval for the purpose of serving as an officer of the State or National Association or on its staff.
- F. Leaves of Absence may be granted at the discretion of the Board for reasons other than those listed above when they are deemed beneficial to the employer and the employee.
- G. Teachers granted leave of absence in D., E., and F. shall be given the first opportunity to return to an opening for which they are certified and qualified. They will not gain seniority nor advance on the salary schedule for the duration of the leave.
- H. An employee may elect to receive an unpaid child care leave in addition to a paid leave under the provisions of Article XIII, Section 1 (A) above. The teacher shall comply with the application procedures for a temporary disability leave per Article XIII, Sec. 1., A., 2., b. and in her notice to the Board no later than sixty (60) days prior to the approximate date of delivery, she shall clearly indicate whether or not she desires to combine both her paid and unpaid leave.

The teacher's leave will begin at a time agreed to by her and the doctor. The leave will end at either the conclusion of a marking period or the end of the semester, whichever comes first.
- I. The Family Medical Leave Act (FMLA) provides for teacher request to use up to sixty (60) days of his/her accumulated sick days while on FMLA.

#### **Article XIV: Academic Freedom**

- A. The parties seek to educate young people in the democratic tradition to foster a recognition of individual freedom and social responsibility to inspire meaningful awareness of and respect for the Constitution and the Bill of Rights, and to instill appreciation of the values that 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 teachers and students is encouraged.
- B. The Board and the Association recognize that the ability of pupils to progress and mature academically is a combined result of school, home, economic and social environment and that teachers alone cannot be held responsible for aspects of the academic achievement of the pupil in the classroom.
- C. The teacher must exercise responsibility and prudence, and must realize that teaching in an elementary or a secondary school places special responsibility upon the teacher to carefully consider the maturity level of the student and the special circumstances that surround the teacher learner relationship.
- D. If a controversial issue is presented, it shall be the responsibility of the teacher to have both sides presented.



## **Article XV: Teacher Evaluation**

**A. Definition of terms used in section on Evaluation:**

1. "Evaluation" - A formal written record signed by the evaluator and the teacher that is placed in the teacher's file.
2. "Formal Observation" - A class visitation for the specific purpose of observing the teacher's performance and gathering information for preparation of an evaluation.
3. "Informal Observation" - Impromptu or unplanned occasions when an administrator witnesses teacher and/or student conduct which is relevant to the evaluative assessment of the teacher's performance of duty.
4. "Evaluator" - The person making the classroom visitation and writing the evaluation. This person will normally be the Principal of the teacher being evaluated. However, the Superintendent may evaluate the teacher himself/herself or delegate a qualified person to conduct the evaluation.

**B. Introduction.** The Board of Education recognizes that the primary objective of the evaluation process is to aid in the growth and development of teachers. The Association recognizes that the evaluation of the performance of each teacher in the school system is the responsibility of the Administration. The Board and Association, recognizing the importance of evaluative criteria, shall meet to discuss any changes in said criteria prior to its implementation.

**C. Procedure.**

1. Probationary teachers shall be evaluated at least twice during the school year. These evaluations shall normally take place prior to December 1st in the first semester and prior to March 1st in the second semester. First year probationary teachers shall receive at least one (1) additional evaluation which shall be conducted no later than the end of October and they shall be so notified prior to the evaluation. Tenure teachers shall be formally evaluated before May 15th at least once every two (2) academic years. However, observations will be allowed after May 15, and the teacher shall be notified, in writing, that his/her evaluation is being continued.
2. Teachers teaching in more than one (1) building will be evaluated in each building. A tenure teacher may be formally evaluated in different buildings in alternate years.
3. Each evaluation shall be based upon at least one-half hour of formal observation(s), together with such informal observations as may be deemed relevant by the evaluator. The evaluator may make several visits to a classroom prior to writing an evaluation, however, written comments shall be given to the teacher within five (5) working days after each formal observation. A copy of these written comments may be placed in the teacher's file until the evaluation is written. If either the teacher or the administrator is absent on the days following an evaluation observation or if school is closed, then the days shall be extended in proportion to the days absent.

4. Each evaluation shall be presented within ten (10) working days after the final observation to the teacher by the evaluator and discussed at that time. The teacher shall, upon completion of joint review, sign all copies of the evaluation.
5. Signing an evaluation or any other material in the teacher's file such as that discussed in this section indicates merely that the teacher acknowledges that a copy of the evaluation or material has been received and has had an opportunity to examine it or discuss it. In the event that a teacher disagrees with an evaluation or feels that the material in their file is inappropriate or in error, the teacher may so indicate at that time of signing. The teacher will be given five (5) working days from the time of the joint review of an evaluation or five (5) working days from the examination or notice discussed in this section to submit a written answer which shall become part of file copy and/or to submit complaint through the grievance procedure. In the event that a teacher refuses to sign an evaluation or any other material, he/she shall be given a written statement informing him/her that his/her signature is merely an acknowledgment as stated above and informing of the consequences of his/her refusal to sign. A notice of his/her refusal shall be delivered to the Association. The consequences of refusing to sign the evaluation or document within two (2) working days shall result in the forfeiture of any right to comment on said material or to object to such material or grieve about such material at any later date.
6. In the event that a teacher elects to file a grievance as provided for under the preceding paragraph, the grievance, together with replies to it, appeals and disposition shall properly be made a part of the file. Making these items a part of the file shall not be subject to grievance or proceedings for removal as provided in the preceding paragraph.
7. All monitoring or observation of teachers shall be conducted openly by the evaluator. The use of eavesdropping, closed circuit television, public address or audio systems and similar surveillance devices shall be strictly prohibited without approval, in advance by the teacher being observed. Informal observations that may become a part of an evaluation shall be presented to the teacher in writing within two (2) working days of the observation.
8. No evaluation shall unduly interfere with the normal teaching-learning process.
9. If an evaluator finds a teacher lacking, the reasons therefore shall be set forth, the evaluator shall identify ways in which a teacher is to improve and shall suggest specific source of assistance for the teachers. Failure to note specific deficiencies within the next two (2) subsequent evaluations shall establish a rebuttable presumption\* that improvement has taken place. The failure of a teacher to seek or avail himself/herself of assistance which is made available to him/her may be noted as a deficiency on subsequent evaluations. \*(SEE ADDENDUM A.)
10. A copy of the Criteria of Evaluation (as promulgated pursuant to section XV.B) shall be provided to each teacher at the beginning of each school year.



11. Each year a copy of the Superintendent's recommendations as to whether teachers should be advanced to tenure status, offered additional probationary status, or denied a contract for the ensuing year, shall be furnished to the Association and the teacher, prior to being acted upon by the Board. If the recommendation contains any justification or information not previously made known to and discussed with the probationary teacher, the teacher shall have an opportunity to submit additional information for consideration.
12. Except in extenuating circumstances, failure of the Administration to complete the evaluation of a teacher, or failure to review the evaluation with the teacher and/or allow him/her to attach his/her comments as provided, or failure of the Board to permit a teacher to seek correction of an evaluation or elimination of materials from his/her file through the grievance procedure shall result in restoring any teacher, against whom action has been taken, to full teaching status.
13. Any grievance filed under this Article, relative to the content of any evaluation or the propriety of the content of the file of any teachers, shall not be subject to arbitration.
14. With forty-eight (48) hours advance notice, each teacher shall have the right, upon request, to review the contents of the personnel file. A representative of the Association may, at the teacher's request, accompany the teacher in this review. The review shall be made in the presence of the administrator responsible for the safekeeping of these records. Privileged information such as credentials and related personnel reference normally sought at the time of employment are specifically exempted from review. The teacher shall be notified of and have the right to examine any other material filed and shall acknowledge that an opportunity to read the material has been given.

## Article XVI: 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.
- B. The Association recognizes that abuses of sick leave or other leaves, chronic tardiness or absence, willful deficiencies in professional performance, or other violations of discipline by a teacher reflect adversely upon the teaching profession and creates undesirable conditions in the school building. The Board shall notify the teacher in writing of alleged delinquencies, indicate expected correction, and indicate a reasonable period for correction. Alleged breaches of discipline shall be promptly reported to the offending teacher and the Association will use its best efforts to correct breaches of professional behavior by any teacher and, in appropriate cases, may institute proceedings against the offending teacher.
- C. A teacher shall at all times be entitled to have present a representative of the Association when he/she is being reprimanded, warned or disciplined for any infraction of rules or delinquency in professional performance. When a request for such representation is made, no action shall be taken with respect to the teacher until such representative of the Association is present, except that the teacher may be excused from the classroom and sent to the office or lounge to await his/her representative.
- D. Should the Board terminate the employment of a teacher based on just cause, the Association will carefully review the body of evidence before making a decision on whether or not to appeal through the Tenure Commission and/or another body of judgment.



## Article XVII: Professional Improvement

- A. The parties support the Principal in continuing training of teachers, participation by teachers in professional organizations in the areas of their specialization, and participation in community educational projects.
- B. A teacher may make application through his/her principal for leave time and expenses to attend professional conferences. Granting of these privileges shall be subject to approval and shall be limited by funds made available for this purpose. Teachers will, upon request, submit a written report regarding such conferences.

C. TUITION REIMBURSEMENT

1. Qualifications for Reimbursement. Enrollment must be made and hours must be earned while employed by Morenci Area Schools and the teacher must be employed by the District at time of payment.

Courses must be in the teacher's subject area fields, or apply toward a degree program, and have to be approved by the Superintendent of Schools. The Superintendent of schools may, in his/her sole discretion, approve reimbursement for courses which are outside of the teacher's subject area fields and/or which do not apply toward a degree program, upon presentation of evidence of legitimate benefit to the educational programs of the school district.

2. Verification. The superintendent must receive written verification from the accrediting college or university of satisfactory completion (with a grade of "B"/3.0 or higher) of all hours earned during the previous school year and summer, by October 30th, or as soon as possible.
3. RATE OF REIMBURSEMENT. If a scholarship, fellowship, or grant does not pay full tuition, the Board will reimburse up to the maximum, as defined below.

Reimbursement for approved hours beyond the "Bachelor's Degree plus 20 hours" level shall be made at the rate of fifty dollars (\$50) per hour, up to a maximum of fifteen (15) hours. Payment shall, when possible, be made in November and May each year. Such reimbursements shall not be reflected as part of the teacher's annual salary. Tuition reimbursement shall begin with hours taken after January 1, 1995.

## **Article XVIII: Reduction in Personnel and Annexation Consolidation or Other Reorganization of the District**

- A. In the event of layoff due to a decreased student enrollment or shortage of revenue, the order of reduction shall be:
1. Probationary teachers will be laid off first whenever a tenure teacher is certified and qualified to fill the probationary teacher's position.
  2. Tenure teachers will be laid off next on the basis of certification, qualifications and seniority.
- B. **Definitions:**
1. **"Certification"** shall be as defined by the Department of Education, State of Michigan.
  2. **"Qualification"** shall be defined as meeting the State Department of Education certification requirements the North Central Association standards and the Michigan Accreditation Standards. For a senior high position, teachers shall be considered qualified to teach in their major or minor field of study. For a middle school position, a teacher shall be considered qualified to teach in their major or minor field of study and/or experience in the subject matter to be taught in the last seven (7) years and/or all basic subjects, i.e. mathematics, science, English and social studies. All staff receiving new provisional certificates on September 1, 1988 or thereafter must have a major or minor in a subject area to be eligible to teach in grades 6-8.
  3. **"Seniority"** shall be defined as the teacher's first working day in the school district. Seniority shall mean years of uninterrupted continuous service with Morenci Area Schools. In the circumstance of more than one individual having the same seniority, all individuals so affected will participate in a drawing to determine placement on the seniority list if a layoff is required. The drawing shall be conducted openly and at a time and place that will reasonably allow affected bargaining unit members and Association representatives to be in attendance.
  4. **"Continuous Service"** shall be interrupted when a teacher resigns, retires or is discharged. Continuous service shall not be interrupted by an approved Leave of Absence, layoff or administrative service but seniority shall not accumulate while in this status except as provided in Article XIII, Section 3 (A) - (C). If a bargaining unit member fills an administrative position on a temporary basis, then that member's seniority shall accumulate while in that status. Temporary shall be defined as not to extend beyond the current year.
  5. **"Major or Minor"** will be determined by an accredited college university transcript. Minors must be not less than twenty (20) semester hours or its equivalent in credits.



- C. Written notice by registered or certified letters to the teacher of layoff shall be sent to the teacher's last known address on file with the Board or by personal service at least sixty (60) calendar days prior to the beginning of the school year. It shall be the responsibility of each teacher to notify the Board of any change in address.
- D. A seniority list of all teachers shall be prepared by the Board by November 11 and verified by the Association.
- E. Teachers shall be recalled in inverse order of reduction for vacancies and/or new positions opening for which they are certified and qualified. All fringe benefits, including but not limited to accumulated sick days, shall be restored upon recall. No new teachers shall be employed by the Board while there are teachers of the district who are laid off unless there are no laid off teachers with proper certification to fill any vacancy and/or new position which may arise.
- F. The Board shall give written notice of recall from layoff by sending a registered or certified letter to said teacher, at his/her last known address. It shall be the responsibility of each teacher to notify the Board of any change of address. Any such teacher offered a vacancy by recall of the school, in an area where such teacher is certified and qualified, who refuses such position may be stricken from the recall list.
- G. Laid off teachers shall remain on the recall list for two (2) years or the length of service, which ever is greater.
- H. Any teacher who would have qualified for retirement during the reduction year shall be permitted to teach that year so as to acquire needed service time.
- I. In the event that this district shall be combined with one or more districts, the Board shall use its best efforts to assure the continued recognition of the Association and the continued employment of its members in such consolidated district.

## **Article XIX: Continuity of Operations**

- A. During the term of this Agreement, neither the Association nor any person acting in its behalf nor any individual teacher covered by this contract will cause, authorize or support, nor will any Association members take part in any strike (i.e., the concerted failure to report for duty, or willful absence of a teacher from his/her position, or stoppage of work or abstinence in whole or in part from the teachers' duties of employment for any purpose whatsoever). It is further agreed the Association will not request any other organization to place a sanction of any form on the Morenci Area School District.
- B. The Association will not support the action of any teacher taken in violation of this Article, nor will it directly nor indirectly take reprisals of any kind against a teacher who continues or attempts to continue the full, faithful and proper performance of his/her contractual duties or who refuses to participate in any activities prohibited by this Article.
- C. The Board of Education in the event of violation of this Article, will have the right to cease collection of Association dues in addition to all the foregoing and any other remedies available by law, to seek injunctive relief and damages against the Association.
- D. The Board and the Association agree that during the period of this Agreement they will not, either directly or indirectly engage in or assist in any unfair labor practices as defined by the Public Employment Relations Act.
- E. Nothing in this Article shall require the Board to keep schools open in the event of severe inclement weather or when otherwise prevented by Acts of God.
- F. Teachers may be required to report for duty whenever emergency or unusual conditions necessitate the canceling of regularly scheduled classes but not on the day of a storm. If classes are canceled due to weather, teachers may be required to report by 10:00 a.m. If a teacher is unable to report due to impassable roads, the Administration may verify the road conditions. Teachers reporting by 10:00 a.m. shall receive a full day's pay for these days. Notification of canceling of classes shall be given via radio stations WABJ, WLEN, WMTR and WTOL and shall be called in no later than 7:00 a.m.



## Article XX: Professional Compensation

- A. The basic salaries of teachers covered by this Agreement are set forth in **APPENDIX A** which is attached to and incorporated in this Agreement. Such salary schedule shall remain in effect during the designated periods.

Longevity:	<u>20th year</u>	<u>25th year</u>
1997-98	\$1,070	\$1,480
1998-99	\$1,070	\$1,480
1999-00	XXXX	\$1,480
2000-01	XXXX	\$1,480
2001-02	XXXX	XXXX

- B. A teacher's hourly rate is determined by dividing his/her annual salary by one hundred eighty-four (184) days then dividing that amount by seven and one-half (7.5) hours.
- C. Teachers accepting extra duty assignments as provided for in **APPENDIX B** of this Agreement shall be compensated according to said schedule unless a deviation is mutually agreed to by the Association and the Board.
- D. Teachers required in the course of their work to drive their personal automobile from one building to another, or on field trips or school business shall be reimbursed by at least the current maximum rate established by the Board of Education and paid to the Administration.
- E. If possible, paychecks falling due during a vacation period shall be payable the last school day before such period. Paychecks shall be enclosed in envelopes.
- F. The salary and fringe benefits of part-time employees shall be on a prorated basis.
- G. Teachers will be paid for a one-way trip only unless they must make a return trip to teach another class. The following distances are agreed to:

High School to Elementary	--	1/4 mile
High School to Middle School	--	1/2 mile
Elementary to Middle School	--	1/4 mile

The mileage documentation must have the building Principal's signature and be submitted to the central office by the last day of school.

- |                  |          |         |          |         |
|------------------|----------|---------|----------|---------|
| H. Sub rates at: | 1997-98: | \$14.50 | 2000-01: | \$16.00 |
|                  | 1998-99: | \$15.00 | 2001-02: | \$16.50 |
|                  | 1999-00: | \$15.50 |          |         |

1. Teacher may have the option of electing to build compensatory time which may be taken (with forty-eight (48) hours notice) in full day increments, but not to extend a vacation or holiday period. Compensatory time must be used within one (1) calendar year of the time each full day is accrued or it shall be lost. (Six (6) hours of subbing is equal to one (1) day compensatory time.)

- I. If a teacher shall volunteer to teach more than the normal teaching load as set forth in Article IX, B., they shall receive additional compensation at the rate of one-sixth (1/6) their annual salary.

J. Temporary Assignment rate at:	1997-98:	\$14.50	2000-01:	\$16.00
	1998-99:	\$15.00	2001-02:	\$16.50
	1999-00:	\$15.50		

(Activities that are normally done by another classroom teacher other than teaching the class itself.)

- K. Driver Education and Summer School Rate:

1997-98:	\$14.50	2000-01:	\$16.00
1998-99:	\$15.00	2001-02:	\$16.50
1999-00:	\$15.50		

- L. Teachers shall receive the following insurance. The Board assumes the responsibility of paying the premiums for a twelve (12) month period from September through August for the employee and their legal dependents. All other conditions of responsibility will be between the carrier and the employee. Any claims settled between the employee and the carrier shall not be subject to the grievance procedure.

In the event the MESSA PAK premium costs exceed 12% of the prior year's MESSA PAK premium costs, the increase over 12% will be shared equally between the board and the employee.

### **MESSA PAK Summary**

#### **PLAN A — For Employees Electing Health Insurance**

SUPER Care 1

Long Term Disability: 66 2/3%; 90 calendar days--modified fill  
\$2,500 maximum; alcoholism/drug addition -- 2 yr.  
Mental/nervous -- 2 yr.

Delta Dental: D (60/60)

Negotiated Life: \$10,000 AD & D

Vision: VSP -- 2

#### **PLAN B, For Employees Not Electing Health Insurance**

Long Term Disability: 66 2/3%; same as above

Delta Dental: Auto + 008 (100-90/90/90; \$1,500 maximum)

Negotiated Life: \$40,000 AD & D

Vision: VSP -- 3

Drug Prescription Card -- 50 cent co-pay

(The Delta Dental Plan includes internal and external coordination of benefits.)

- M. The contribution for the State Teacher Retirement Fund shall be paid by the Board of Education.



- N. Teachers shall be placed on the salary schedule at half steps unless they teach for a full semester or more. Teachers as of the 1980/81 school year shall retain salary schedule credit if in conflict with above. Part-time teachers must teach at least one-half time for a full year for a semester credit.
- O. After ten (10) years of service in the Morenci Area Schools and upon retirement from teaching (under the State System), the Board agrees to pay one-half (1/2) pay of accumulated sick leave days (not to exceed 130 days) at the rate of twenty-five dollars (\$25) per day.
- P. **Detention Supervision** -- Should the district institute a discipline plan (exclusive of an individual teacher's routine classroom plan) requiring supervision of detentions, individual teachers assigned said supervision on a voluntary basis shall be compensated as follows:
- |          |        |
|----------|--------|
| 1997-98: | \$9.35 |
| 1998-99: | \$9.35 |
| 1999-00  | \$9.35 |
| 2000-01  | \$9.35 |
| 2001-02  | \$9.35 |
- R. The board in its sole discretion, may, periodically, consider offering a retirement incentive. The board will discuss specifics of the incentive with the association prior to general distribution to the staff.

## **Article XXI: Special and Student Teaching Assignments**

- A. Assignments for the Adult Education, Driver Education and Summer School Programs will be made by the Board on the basis of preference to tenure teachers possessing permanent teaching certificates regularly employed in the district during the normal school year.
- B. The Board will maintain a substitute list and will arrange for a substitute in the absence of a teacher. If, after a reasonable effort has been made by the administration a substitute cannot be hired, regular teachers may be placed in the substitute's role on a rotating basis as they are available due to their preparation periods.
- C. Teachers who voluntarily accept the assignment of student teachers shall be known as "supervising teachers." Such supervising teachers shall possess a minimum of a Bachelors Degree in academic preparation and shall meet the qualifications of the placing institution. The parties recognize that these teachers are not under Public Act 379 of 1965.
- D. Supervising teachers shall work directly with the University program coordinator and the Principal to assist in developing extensive opportunities for the intern teachers to observe and practice the arts and skills of the profession.
- E. The Association agrees to accept intern teachers as honorary members during their internship and include them in appropriate meetings and activities of the Association.
- F. The Board agrees to provide intern teachers with texts, guides, building policies, and a copy of this Agreement to assist them during this period.
- G. The supervising teacher shall file a written report and evaluation with the college coordinator and the building Principal as often as the college program requires.



## **Article XXII: Student Discipline and Teaching Protection**

- A. 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 that 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 upon recommendation of the counselor and/or qualified consultants.
- B. It is recognized that discipline problems are less likely to occur in classes where a high level of student interest is maintained. It is likewise recognized that 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/herself 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 in writing. The pupil shall not be returned to the class within the class period. Consultation between Principal and teacher will be held as soon as possible.
- D. Procedure for suspension or expulsion of students from school shall be distributed to students, teachers, and parents each year. School authorities will endeavor to achieve correction of student misbehavior through such counseling and interviews with the child and his/her parents as may be warranted.
- E. Any case of assault upon a teacher shall be promptly reported to the Board or its designated representative. The Board will provide counsel to advise the teacher of its rights and obligations with respect to such assault.
- F. If any teacher is complained against or sued as a result of any action taken by the teacher while in pursuit of his/her employment, whenever possible, the Board will provide all necessary assistance to the teacher in his/her defense and will cooperate with the Association in their efforts.
- G. Time lost by a teacher in connection with any incident mentioned in the Article shall not be charged against the teacher.
- H. The foregoing provisions shall be subject to the condition that the teacher has been acting in an ethical manner in the pursuit of his/her employment and in accordance with this contract, the reasonable policies of the Board of Education and all ordinances and statutes of the State of Michigan and local municipalities.
- I. No action shall be taken upon any complaint by a parent or a student directed toward a teacher, nor shall any notice thereof be included in said teacher's personnel file unless such matter is reported in writing to the teacher concerned. If any question of breach of professional ethics is involved, the Association shall be notified. In the event a third party is requesting the personnel file of an employee, the affected employee will be notified within 24 hours. Upon the teacher's request, any items in the personnel file that are of a disciplinary nature will be considered for removal after seven (7) years. The board shall make this decision in their sole discretion.

### **Article XXIII: Negotiation Procedures**

- A. The Association shall designate a teacher in each school building as Building Representative. The Principal and the Building Representative shall, if either party so requests, meet at least once each month, for the purpose of reviewing the administration of the contract and to resolve problems which may arise. These meetings are not intended to by-pass the grievance procedure.
- B. Representatives of the Board and Association's bargaining committees may meet on the last Wednesday of each month, after school, for the purpose of reviewing the administration of the Contract and to resolve problems that may arise. These meetings are not intended to by-pass the grievance procedure. Each party will submit to the other, on or before the Friday prior to the meeting, an agenda covering what they wish to discuss. Should such a meeting result in a mutually acceptable amendment to the Agreement, then the amendment shall be subject to ratification by the Board and the Association provided that the bargaining committee shall be empowered to effect temporary accommodations to resolve special problems.
- C. Between February 1st and before February 15th of the final year of this Agreement the parties shall initiate negotiation for the purpose of entering into a successor Agreement for the forthcoming year. Within three (3) days of receipt of an Association request for a negotiations meeting, the Board will respond in writing, indicating acceptance of the date proposed, or suggesting two (2) alternate dates acceptable to the Board, such dates to fall no more than ten (10) calendar days later than the date proposed by the Association.
- D. Released time shall be approved for no more than four (4) of the Association's negotiating committee to permit the parties to alternately meet both during and after regular school hours for the purpose of reaching a successor Agreement as rapidly as possible.
- E. The place of all meetings shall be the Board of Education Meeting Room unless otherwise mutually agreed.
- F. Neither party in any negotiations shall have any control over the selection of the negotiating or bargaining representatives of the other party. The parties mutually pledge that their representatives will be clothed with all necessary power and authority to make proposals, consider proposals, and make concessions in the course of negotiations.
- G. If the parties fail to reach agreement in any such negotiations, either party may invoke the mediation machinery of the Michigan Employment Relations Commission or take any other lawful measures it may deem appropriate.
- H. Both parties agree to submit the final Agreement for ratification to their appropriate governing bodies on the same calendar date. After ratification by both parties, their representatives shall attach their signatures to the ratified Agreement within twenty-four (24) hours of ratification.
- I. There shall be three (3) signed copies of the final Agreement for the purpose of record. One (1) shall be retained by the Board, one (1) by the Association, and one (1) by the Superintendent.



## Article XXIV: Miscellaneous Provisions

- A. The parties acknowledge that during the negotiations which resulted in this Agreement each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that all of the understandings and agreements arrived at by the parties after the exercise of that right and responsibility are set forth in this Agreement. However, positions may be added to **APPENDIX B** if the need arises. However, positions will be added only on a temporary basis and the existence of these positions will be discussed at the next opening of the Contract. The Association shall be consulted concerning such additions.
- B. Any individual contract between the Board and the individual teacher, heretofore executed shall be subject to and consistent with the terms and the conditions of this Agreement. 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 any individual contract contains any language inconsistent with this Agreement, this Agreement, during its duration, shall be controlling. The Board shall not solicit execution of any individual contract at such time or in such manner as shall constitute an unfair labor practice under the Michigan Public Employment Relations Act.
- C. This Agreement shall supersede any rules, regulations, or practices of the Board which shall be contrary to or inconsistent with its terms.
- D. All teachers covered under this Agreement who participate in the independent production of tapes, publications, or other produced education material shall retain residual rights (if any) should they be copywritten or sold by the District.
- E. 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.
- F. Copies of the Agreement titled "Professional Agreement Between the Morenci Area School District and the Lenawee County Education Association, MEA, MEA/NEA" shall be printed at the expense of the Board within thirty (30) days after this Agreement is signed and presented to all teachers now or during the life of this Agreement employed by the Board. Further, the Board shall furnish fifteen (15) copies of the Master Agreement to the Association for its use.

### **Article XXV: Public School Academies**

The district will provide notice to the association of any request or action brought to, or made by, the board regarding a public school academy.

### **Article XXVI: Master/Mentor Programs**

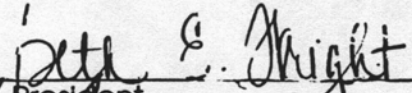
No member of the bargaining unit shall be involuntarily assigned to serve as a master/mentor teacher for purposes of compliance with Section 1526 of the Michigan School Code. Provided, however, that this shall not preclude any bargaining unit member from voluntarily serving in such capacity, should he/she so desire.

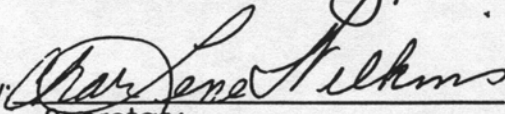


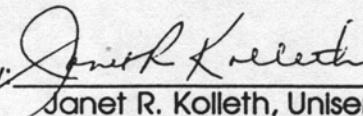
**Article XXVII: Duration of Agreement**

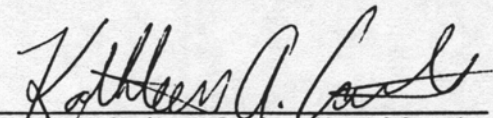
This Agreement shall be effective as of the 20th day of August, 1997 and shall continue to be in effect until the 20th day of August, 2002.

## EDUCATION ASSOCIATION

By:   
Beth E. Knight  
President

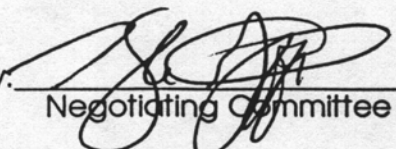
By:   
Karen Helms  
Secretary

By:   
Janet R. Kelleth, Uniserv Director

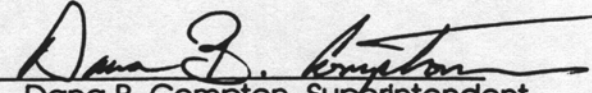
By:   
Kathleen A. Cook  
Negotiating Committee Member

By:   
Larry Bruce  
Negotiating Committee Member

By:   
W. Kohn  
Negotiating Committee Member


By:   
Negotiating Committee Member

## BOARD OF EDUCATION

By:   
Dana B. Compton, Superintendent

By:   
Negotiating Committee Member

By:   
Dwight Marshall  
Negotiating Committee Member

By:   
John Wickham  
Negotiating Committee Member

Dated this 15th day of August, 1997

## APPENDIX A

## 1997-98

EXPERIENCE	B.A.	B.A. + 20	M.A.
0	29,901	30,319	31,207
1	30,826	31,256	32,172
2	31,779	32,223	33,167
3	32,762	33,220	34,193
4	33,775	34,247	35,250
5	34,820	35,306	36,341
6	35,897	36,398	37,465
7	37,007	37,524	38,623
8	38,151	38,685	39,818
9	39,331	39,881	41,049
10	40,548	41,114	42,319
11	41,802	42,386	43,628
12	43,095	43,697	44,977
15	44,427	45,048	46,368

## 1998-99

EXPERIENCE	B.A.	B.A. + 20	M.A.
0	30,947	31,380	32,299
1	31,904	32,350	33,298
2	32,891	33,351	34,328
3	33,908	34,382	35,390
4	34,957	35,446	36,484
5	36,038	36,542	37,613
6	37,153	37,672	38,776
7	38,302	38,837	39,975
8	39,487	40,039	41,211
9	40,708	41,277	42,486
10	41,967	42,553	43,800
11	43,265	43,870	45,155
12	44,603	45,226	46,551
15	45,982	46,625	47,991

## 1999-2000

EXPERIENCE	B.A.	B.A. + 20	M.A.
0	31,952	32,399	33,348
1	32,940	33,401	34,380
2	33,959	34,434	35,443
3	35,010	35,499	36,540
4	36,093	36,597	37,669
5	37,209	37,729	38,835
6	38,360	38,896	40,036
7	39,546	40,099	41,274
8	40,770	41,340	42,550
9	42,031	42,618	43,866
10	43,330	43,935	45,223
11	44,671	45,295	46,622
12	46,052	46,695	48,063
15	47,476	48,140	49,550
20	48,900	49,584	51,036

DELETE "LONGEVITY" IN THE 20TH YEAR.



## 2000-2001

EXPERIENCE	B.A.	B.A. + 20	M.A.
0	32,830	33,289	34,265
1	33,845	34,319	35,325
2	34,892	35,380	36,417
3	35,972	36,475	37,544
4	37,085	37,603	38,704
5	38,232	38,766	39,902
6	39,414	39,965	41,136
7	40,633	41,201	42,409
8	41,891	42,476	43,720
9	43,186	43,789	45,072
10	44,521	45,143	46,466
11	45,899	46,540	47,904
12	47,318	47,979	49,384
15	48,781	49,463	50,912
20	50,244	50,947	52,439

## 2001-2002

EXPERIENCE	B.A.	B.A. + 20	M.A.
0	33,732	34,204	35,207
1	34,775	35,262	36,296
2	35,851	36,352	37,418
3	36,961	37,478	38,576
4	38,104	38,637	39,768
5	39,283	39,832	40,999
6	40,497	41,064	42,267
7	41,750	42,334	43,575
8	43,043	43,644	44,922
9	44,373	44,993	46,311
10	45,745	46,384	47,743
11	47,161	47,819	49,221
12	48,619	49,298	50,742
15	50,122	50,823	52,312
20	51,625	52,348	53,881
25	53,173	53,918	55,497

DELETE "LONGEVITY" IN THE 25TH YEAR.

## APPENDIX B

Extra-Curricular Schedule

<u>ATHLETIC:*</u>	<u>BASE</u>
Head Football	3,500
Head Basketball (2)	3,500
JV/Varsity Cheerleading	3,300
Head JV Volleyball	2,500
Head JV Football	2,500
Assistant Football (3)	2,400
Assistant Basketball (2)	2,400
Wrestling	2,500
Baseball	2,500
Softball	2,500
Track (2)	2,500
Golf	1,750
Cross Country	1,750
JV Baseball	1,600
JV Softball	1,600
JV Volleyball	1,600
9th. Grade Basketball	1,600
M.S. Basketball (2)	1,600
M.S. Track	1,600
M.S. Football (4)	975
M.S. Volleyball (2)	975
M.S. Track ( Assistant )	875
M.S. Cheerleading (2 seasons)	1,710
Summer Conditioning (120 hrs minimum)	1,600

\* With each year of consecutive assignment to a specific coaching position, a 3.5% increment will be added to the stipend to a maximum of thirty-five percent (35%).

\* A maximum of five (5) years experience will be granted to current qualifying coaches and will begin with the 1996-97 season.

The base stipends will be increased by two and one-half percent (2.5%) in 2000-01 and in 2001-02.

\* New hires may be granted up to five (5) years credit for prior coaching experience in the same sport.



**NON-ATHLETIC:****APPENDIX C****BASE**

Band	3,200
Choral/Pops	1,550
Special Ed (4)	1,000
H. S. Yearbook	1,200
H. S. Musical	1,000
H. S. Play	700
M. S. Play	500
Honor Society	550
Spanish Club	550
Senior Class Advisor (2)	700
Junior Class Advisor (2)	550
Sophomore Class Advisor (2)	350
Freshman Class Advisor (2)	350
O.M. Coach (as approved/ one stipend per team)	400
Safety Patrol	400
M.S. Yearbook	350
Equations Coach ( as approved/ three coaches maximum/ one stipend per team)	300
Camp High Hope ( as approved ) four counselors maximum)	300
Play Assistant (each play)	300

\*With each year of consecutive assignment to a specific non-athletic position, a two and one-half percent (2.5%) increment will be added to the stipend to a maximum of twenty-five percent (25%).

A maximum of five (5) years experience will be granted to current qualifying staff beginning with the 1996-97 school year.

\* All Appendix B positions are subject to Board Approval and are single year assignments with no accumulation of tenure or guarantee of reemployment in position. Appendix B employees are considered as at will employees in that assignment.

The base stipends will be increased by 2.5% in 2000-01 and in 2001-02.

## **APPENDIX C**

### **Teacher Recognition Awards**

- A. At the end of each year, a teacher may be offered an award for outstanding performance of classroom duties and/or contributions to the educational programs of the School District. Each building principal may recommend to the Superintendent teachers from his/her building for consideration, together with a written explanation of the basis for the recommendation and a specific recommended award (dollar) amount. The final decision as to granting the award shall be made by the Board of Education in its sole discretion, and shall not be subject to the grievance procedure.
- B. The annual awards shall be limited to ten (10) teachers. However, each principal may recommend additional teachers for recognition in the event he/she feels circumstances so warrant, but the decision whether to grant such additional recommendations shall be made by the Board in accordance with the provisions of Section A above.
- C. Staff members may submit the name(s) of a teacher(s) to the building principal for consideration of an award. A detailed written explanation of the basis for the recommendation must accompany each submission. The decision whether to process a recommendation to the Superintendent shall be made by the building principal. The final decision as to granting an award shall be made by the Board in its sole discretion, and shall not be subject to the grievance procedure.
- D. An individual teacher receiving recognition shall be so notified prior to any "public" notice. An award granted under this article shall be in an amount not to exceed five hundred dollars (\$500). The award may be used for classroom materials and/or supplies, professional development activities, conference costs, and/or other expenses directly beneficial to the educational environment. Expenditure of award monies is subject to administrative approval.



## APPENDIX D

## School Calendar 1997-98

181 Student Days; 185 Teacher Days

<b>JULY 1997</b>						<b>JANUARY 1998</b>					
M	T	W	T	F		M	T	W	T	F	
	1	2	3	4					1	2	New Year's Day-1st
7	8	9	10	11		5	6	7	8	9	
14	15	16	17	18		12	13	14	15	16	
21	22	23	24	25		19	20	21	22	23	
28	29	30	31			26	27	28	29	30	
<b>AUGUST 1997</b>						<b>FEBRUARY 1998</b>					
M	T	W	T	F		M	T	W	T	F	
				1		2	3	4	5	6	
4	5	6	7	8		9	10	11	12	13	
11	12	13	14	15		16	17	18	19	20	
18	19	20	21	22		23	24	25	26	27	*Optional-Mid-Winter Break/Teacher Workday
25	26	27	28	29							
<b>SEPTEMBER 1997</b>						<b>MARCH 1998</b>					
M	T	W	T	F		M	T	W	T	F	
1	2	3	4	5	Labor Day-1st	2	3	4	5	6	
8	9	10	11	12		9	10	11	12	13	
15	16	17	18	19		16	17	18	19	20	
22	23	24	25	26		23	24	25	26	27	
29	30					30	31				
<b>OCTOBER 1997</b>						<b>APRIL 1998</b>					
M	T	W	T	F		M	T	W	T	F	
		1	2	3				1	2	3	
6	7	8	9	10		6	7	8	9	10	Good Friday-April 10 Easter Sunday-April 12
13	14	15	16	17		13	14	15	16	17	
20	21	22	23	24	*Optional Student Day-28th	20	21	22	23	24	
27	28	29	30	31		27	28	29	30		
<b>NOVEMBER 1997</b>						<b>MAY 1998</b>					
M	T	W	T	F		M	T	W	T	F	
3	4	5	6	7						1	
10	11	12	13	14		4	5	6	7	8	
17	18	19	20	21		11	12	13	14	15	
24	25	26	27	28	Thanksgiving-27th	18	19	20	21	22	
						25	26	27	28	29	Memorial Day-25th
<b>DECEMBER 1997</b>						<b>JUNE 1998</b>					
M	T	W	T	F		M	T	W	T	F	
1	2	3	4	5		1	2	3	4	5	
8	9	10	11	12		8	9	10	11	12	
15	16	17	18	19		15	16	17	18	19	
22	23	24	25	26	Christmas-25th	22	23	24	25	26	
29	30	31				29	30				

Codes: ☐ = Vacation Days ☐ = Prof. Dev./Workday 

Student Days = Student Day of Instruction  
 Teacher Workdays = Teachers Are To Report To Work

## ADDENDUM A

The term "rebuttable presumption" is a legal term which has been defined by decision of the Michigan appellate courts. See Eidmayer v Leonard, 422 Mich 280, 289 (1985). In the context of the version of Article XV.C.9 quoted above, the "rebuttable presumption" doctrine would apply as follows. Assume hypothetically that, in the case of a particular teacher, a specific deficiency is noted in one (1) written evaluation but not mentioned in the next two (2) subsequent evaluations. If, in a future evaluation, the Administration asserts that the teacher never improved the area of previously-noted deficiency, and if the teacher disagrees with the Administration, then the proposed "rebuttable presumption" language would mean that:

1. In the absence of any evidence to the contrary, the failure of the Administration to note the deficiency in either of the next two (2) evaluations would require a conclusion that the teacher did improve during the time frame represented by those two (2) subsequent evaluations.
2. However, the Administration would still be permitted to offer evidence to "rebut" the presumption - i.e., to show that the deficiency persisted, even though it was not explicitly mentioned in the evaluations. If the Administration offers such evidence, then the evidence offered by the Administration will be "balanced" against any evidence offered by the teacher (which can include the "inference" that if the deficiency really continued to exist, it would have been mentioned in the subsequent evaluations). The final determination of whether the deficiency continued or not will be based upon which side presents more persuasive evidence on this issue.