

6/30/95

MASTER AGREEMENT

By and Between

The Board of Education of the
MID PENINSULA SCHOOL DISTRICT
Rock, Michigan

and the

Mid Peninsula Education Association

1993-94

1994-95

Mid Peninsula School District

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MID PENINSULA EDUCATION ASSOCIATION AGREEMENT, 1993-95

This Agreement entered into this 11th day of January, 1993, by and between the Mid Peninsula Education Association, a voluntary, unincorporated association, hereinafter called the "Association," affiliated with the Michigan Education Association, hereinafter called the "MEA," and the Mid Peninsula School District, hereinafter called the "Board." The signatories shall be the sole parties to this Agreement.

ARTICLE I- RECOGNITION

The Board recognizes the Association as the sole and exclusive bargaining representative for professional personnel; i.e., regular, full and part-time teachers, whether under contract, either verbal or written, on leave, or on a per diem, hourly or class-rate basis, employed or to be employed by the Board. Such representation shall cover all personnel assigned to newly created professional positions unless the positions are principally supervisory and administrative. Such representation shall exclude Superintendent, Assistant Superintendents, Directors of School and Community Relations, Principals, Assistant Principals, Business Manager, and any other person engaged more than 50 percent of the time in the direct administration and supervision of professional personnel. The term "teacher" when used hereinafter in the Agreement shall refer to all professional employees represented by the Association in the bargaining or negotiating unit as above defined, and references to teachers shall include female and male teachers.

The Board agrees not to negotiate with or recognize any teachers' organization other than the Association for the duration of this Agreement.

ARTICLE II - WITNESSETH

WHEREAS, the Board and the Association recognize and declare that providing a quality education for the children of the District is their mutual aim and that such education depends predominately upon the quality and morals of the teaching service, and

WHEREAS, the Board has a statutory obligation, pursuant to the Public Employment Relations Act, Act 336 of the Public Acts of 1947 as amended, to bargain with the Association as the representative of its teaching personnel with respect to hours, wages, terms and conditions of employment, and

WHEREAS, the parties have reached certain understanding which they desire to confirm in this Agreement.

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

DURATION OF AGREEMENT

This agreement shall be effective as of August 30, 1993 and shall continue in effect until the 30th day of June, 1995. This agreement shall not be extended orally, and it is expressly understood that it shall expire on the date indicated.

MID PENINSULA EDUCATION ASSN

MID PENINSULA BOARD OF ED

BY George Miller
President

BY Jeffery
President

BY Ann Benson
Secretary

BY Cheryl M. Patrick
Secretary

BY Alvin L. White
Representative
Negotiating Committee

BY Robert K. Shuck
Member

Dated this 11th day of January, 1993

ARTICLE III - CONTINUITY OF OPERATIONS

Both parties recognize the desirability of continuous and uninterrupted operation of the instructional program during the normal school year and the avoidance of disputes which threaten to interfere with such operations. Since the parties are establishing a comprehensive grievance procedure under which unresolved disputes may be settled by an impartial third party, the parties have removed the basic cause of work interruptions during the period of this Agreement. The Association accordingly agrees that it will not during the period of this Agreement directly or indirectly engage in or assist in any strike as said term is defined by the Public Employment Relations Act.

The Board also agrees that it will not during the period of this Agreement directly or indirectly engage in or assist in any unfair labor practice as defined by Section 10 of the Public Employment Relations Act.

Nothing in this Article shall require the Board to keep school open in the event of severe inclement weather or when otherwise prevented by an act of God. When schools are closed to students due to the above conditions, teachers shall not be required to report to duty, however, teachers will be required to meet the 180 days of student instruction as required by law at no additional cost to the district.

A *

ARTICLE IV - PROFESSIONAL DUES OR FEES AND PAYROLL DEDUCTIONS

- 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 professional dues in the Association which sum shall be the amount of current dues for the current school year as established by the Association. Such authorization shall continue in effect from year to year unless revoked in writing between June 1 and September 1 of any year. Pursuant to such authorization the Board shall deduct the dues in equal installments from each regular salary check through the end of the school year. Any teacher who shall not perform services for an entire month of the school year shall have his dues reduced by one-tenth (1/10) of the yearly dues for each entire month he did not work, except where the failure to perform services during any month was the result of the teacher taking leave of absence or sick leave provided for in this contract.
- B. Upon appropriate written authorization from the teacher the Board shall deduct from the salary of any teacher and make appropriate remittance for approved annuities, credit union, insurance, or any other plans or programs jointly approved by the Association and the Board.
- C. This Article will be effective retroactively to the date of the Agreement, and all sums hereunder shall be determined from said date.

ARTICLE V - FINANCIAL RESPONSIBILITY

A. Any Teacher who is not a member of the Association in good standing or who does not make application for membership within thirty (30) days from the date of commencement of teaching duties shall as a condition of employment pay as a representation benefit fee to the Association an amount equal to the professional dues of the Association; provided, however, that the teacher may authorize payroll deduction for such fee in the same manner as provided in the preceding Article. In the event that a teacher shall not pay such representation benefit fee directly to the Association or authorize payment through payroll deductions as provided in the preceding Article, the Board may cause the termination of employment of such teacher. The parties expressly recognize that the failure of any teacher to comply with the provisions of this Article is just and reasonable cause for discharge from employment since the establishment of said representation benefit is herewith deemed to be the sum required to insure that nonmembers pay their proportionate share of the costs of obtaining and administering the benefits to be received hereunder.

B. The procedure in all cases of discharge for violation of this Article shall be as follows:

1. The Association shall notify the teacher of noncompliance by certified mail, return receipt requested. Said notice shall detail the noncompliance and shall provide ten (10) days for compliance and shall further advise the recipient that a request for discharge may be filed with the Board in the event compliance is not effected.

2. If the teacher fails to comply, the Association may file charges in writing with the Board and shall request termination of the teacher's employment. A copy of the notice of noncompliance and proof of service shall be attached to said charges.

3. The Board, only upon receipt of said charges and request for termination, shall conduct a hearing on said charges; and to the extent that said teacher is protected by the provisions of the Michigan Tenure of Teachers Act, all proceedings shall be in accordance with said Act. In the event of compliance at any time prior to discharge, charges may be withdrawn. The Association in the processing of charges agrees not to discriminate between various persons who may have refused to pay the professional dues and/or representation benefit fee.

- C. With respect to all sums deducted by the Board pursuant to authorization of the employee whether for professional dues or representation benefit fee, the Board agrees promptly to disburse said sums upon direction of the Association.

- D. The Association agrees to assume the legal defense of any suit or action brought against the Board regarding this Article of the collective agreement. The Association further agrees to indemnify the Board of any costs or damages which may be assessed against the Board as the result of said suit or action subject, however, to the following conditions:
 1. The damages have not resulted from the negligence, misfeasance, or malfeasance of the Board or its agents.

2. The Association, after consideration with the Board, has the right to decide whether to defend any said action or whether or not to appeal the decision of any court or other tribunal regarding the validity of the section or the defense which may be assessed against the Board by any court tribunal.
 3. The Association has the right to choose the legal counsel to defend any said suit or action.
 4. The Association shall have the right to comprise or settle any claim made against the Board under this section.
- E. This Article shall be effective retroactively to the date of the Agreement, and all sums payable hereunder shall be determined from said date.

ARTICLE VI - SCHOOL CALENDAR

The parties agree that the Board of Education has the sole right and authority to establish the starting date of each school year and that all other aspects of the school calendar are negotiable including length of the school year and further agree that the school calendar shall be set forth in Appendix A. Any deviation shall be by mutual consent. The school calendar shall be coordinated with the Intermediate School District. Machinery for insuring its mutuality shall be established between the school districts and the associations.

In-service days shall be added to the State's 180-day calendar in order to improve instruction and curriculum.

Religious holidays should be allowed without penalty provided the days are made up or a day of personal or sick leave is taken for practicing Jews.

The term "vacation" should not appear in the calendar; "recess" is preferred.

ARTICLE VII - PROFESSIONAL GRIEVANCE PROCEDURE

- A. A claim by a teacher of the Association that there has been a violation, misinterpretation, or misapplication of any provision of this Agreement of any rule, order, or regulation of the Board may be processed as a grievance as hereinafter provided.

INFORMAL LEVEL

- A. In the event that a teacher believes there is a basis for a grievance, he shall first discuss the alleged grievance with his building principal either personally or accompanied by his Association representative.

STEP I

- A. If as a result of the informal discussion with the building principal a grievance still exists, the teacher may invoke formal grievance procedure through the Association on the form set forth in annexed Appendix B signed by the grievant and a representative of the Association, which form shall be available from the Association representative in each building. A copy of the grievance form shall be delivered to the principal. If the grievance involves more than one (1) school building, it may be filed with the Superintendent or a representative designated by him.
- B. Within ten (10) calendar days of receipt of the grievance the principal shall meet with the Association in an effort to resolve the grievance. The principal shall indicate his disposition of the grievance. The principal shall indicate his disposition of the grievance in writing with ten (10) calendar days of such meeting and shall furnish a copy thereof to the Association.

STEP II

A. If the Association is not satisfied with the disposition of the grievance by the Superintendent or his designee or if no disposition has been made within five (5) working days of such meeting [or ten (10) calendar days from the date of filing, whichever shall be later], the grievance shall be transmitted to the Board by filing a written copy thereof with the Secretary or other designee of the Board. The Board, no later than its next regular meeting or within two (2) calendar weeks, whichever shall be later, shall meet with the Association on the grievance. Disposition of the grievance in writing by the Board shall be made no later than seven (7) calendar days thereafter. A copy of such disposition shall be furnished to the Association. Utilization of this step of the grievance procedure shall be optional with the Association. If in the opinion of the Association there would be no useful purpose derived out of the utilization of this step, the Association may bypass said step and proceed to its next level. The Association shall notify the Board of its intention in this regard within the time limits herein specified.

STEP IV

A. 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, the grievance may be submitted to arbitration before an impartial arbitrator. If the parties cannot agree as to the arbitrator within five (5) calendar days from the notification date, the arbitration will be pursued; s/he shall be selected by the American Arbitration Association in accord with its rules which shall likewise govern the arbitration proceeding. The Board and

the Association shall not be permitted to assert in such arbitration proceeding any ground or to rely on any evidence not previously disclosed to the other party. The arbitrator shall have no power to alter, add to, or subtract from the terms of this Agreement. Both parties agree to be bound by the award of the arbitrator and agree that judgment thereon may be entered in any court of competent jurisdiction.

MISCELLANEOUS

- A. The fees and expenses of the arbitrator shall be shared equally by the parties.
- B. If any probationary or tenure teacher for whom a grievance is sustained shall be found to have been unjustly discharged or unjustly denied renewal of his contract, he shall be reinstated with full reimbursement of all professional compensation lost. If any teacher shall have been found to have been improperly deprived of any professional compensation or advantage, the same or its equivalent in money shall be paid to him.
- C. The time limit provided in this Article shall be strictly observed but may be extended by written agreement of the parties. In the event a grievance is filed after May 15 of any year and strict adherence to the time limits may result in hardship of any party, the Board shall use its best efforts to process such grievance prior to the end of the school term or as soon thereafter as possible.
- D. Notwithstanding the expiration of this Agreement, any claim or grievance arising thereunder may be processed through the grievance procedure until resolution.

E. If the Board refuses to arbitrate a grievance arising under this Agreement, the arbitrator appointed according to the above grievance procedure shall proceed on an ex-parte basis. If the Association refuses to arbitrate a grievance arising under this Agreement, the arbitration shall be dropped.

F. For the purpose of assisting a teacher or the Association in the prosecution or defense of any contractual, administrative, or legal proceedings, the Board shall permit a teacher access to and the right to inspect and acquire copies of his personnel file and any other files or records of the Board which pertain to the teacher or any issue in the proceeding in question. A representative of the Association may accompany and assist the teacher in this regard. Confidential letters of reference secured from sources outside the school system may be excluded from the materials available for the teacher's inspection.

ARTICLE VIII - VACANCIES, PROMOTIONS AND TRANSFERS

- A. The Board recognizes that it is desirable in making assignments to consider the interests and aspirations of its teachers. Requests by a teacher for transfer to a different class, building, or position shall be made in writing, one (1) copy 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 applicants' academic qualifications. Such requests shall be reviewed once each year to assure active consideration by the Board.
1. An involuntary transfer will be made only in case of an emergency or to prevent undue disruption of the instructional program. The Superintendent shall notify the affected teacher of the reasons for such transfer. If the teacher objects to such transfer for the reason given, the dispute may be resolved through the grievance procedure.
- B. A vacancy shall be defined for purposes of this contract as a situation where a vacant position was previously held by an employee or when a new position covered by this Article is created.
- 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 reasonable judgment so determines, such a vacancy may be filled on a temporary or tentative basis until the end of the current semester at which time the position will be considered vacant.

D. The Board declares its support of a policy of filling vacancies, including vacancies in supervisory positions, from within its own teaching staff. Whenever a vacancy arises or is anticipated, the Superintendent shall promptly notify the Association and post notice of same on bulletin board in each school building for no less than three (3) weeks before the position is filled. Vacancies shall be filled on the basis of the experience, competency and qualifications of the applicant, length of service in the district, and other relevant factors as may be determined by the Board. Any new positions, including supervisory positions, shall be posted accompanying job descriptions. An applicant with less service in the District shall not be awarded such position unless his qualifications shall be substantially superior.

1. Whenever vacancies occur during the normal summer months when regular school is not in session, the following procedure, in addition to the procedures heretofore outlined, shall be followed:

a. Teachers with specific interests in possible vacancies will notify the Personnel Office or Director of their interest, in writing, during the last regular week of school and shall include their summer address.

b. Should a vacancy occur, the teachers who have expressed an interest in said position or a similar position shall be contacted by the Personnel Office or Director and notified of the vacancy.

- c. The teachers so notified shall have the responsibility of contacting the Personnel Office or Director indicating their interest in said position within three (3) days of receiving such notification.
- E. The foregoing shall not be construed in such a way as to prohibit the Board of Education from providing a racially balanced staff in each school building.
- F. Any teacher who shall be transferred to an administrative or executive position and later shall return to teacher status shall be entitled to retain such rights as he may have had under this Agreement prior to such transfer. Seniority will be applied as defined in Article XIII, Section F.
- G. Special talents or expertise needed for the implementation of a new program, but not found on the school district staff, should be sought through retraining of existing staff whenever possible.
- H. A teacher who holds a degree when entering the services of the Mid Peninsula Schools will be allowed up to two (2) years service for teaching in other systems providing he/she held a degree during those years. The Association will allow individual teachers to negotiate with the Board for credit beyond two (2) years.
- I. A nondegree teacher who receives a degree while in the service of the Mid Peninsula School District will be allowed one (1) year of service for past experience in this system but none for services in other systems.
- J. A person teaching on a permit, unless he/she holds a degree, will not be allowed any years for past services.

ARTICLE IX - ASSOCIATION RIGHTS

- A. The Association and its representatives shall have the right to use school buildings at all reasonable hours for meetings provided that when special custodial service is required, the Board may make a reasonable charge therefor. No charge shall be made for use of school rooms before commencement of the school day nor until 6 p.m.

- B. Duly authorized representatives of the Association and their respective affiliates shall be permitted to transact official Association business on school property at all reasonable times provided that this shall not interfere with or interrupt normal school operations.

- C. The Association shall be the only teacher organization having the exclusive right to use school facilities and equipment including calculating machines and audio-visual equipment at reasonable times when such equipment is not otherwise in use. (The Association shall pay for the reasonable cost of all materials and supplies incident to such use.)

- D. The Association shall have the exclusive right to post notices of activities and matters of Association concern on teacher bulletin boards, at least one (1) of which shall be provided in each school building. The Association may use the district mail service and teacher mailboxes for communication to teachers.

- E. The Board agrees to furnish to the Association in response to reasonable requests all available information concerning the financial reports and audits, register of certificated personnel, tentative budgetary requirements and allocations (including county allocation board budgets, agendas and minutes of all Board meetings), treasurer's reports, census and membership data, names and addresses of all teachers, salaries paid thereto and educational background, and such other information as will assist the Association in developing intelligent, accurate, informed and constructive programs on behalf of teachers and their students, together with information which may be necessary for the Association to process any grievance or complaint.
- F. The Board may consult with the Association on any new or modified fiscal, budgetary or tax programs, construction programs, or major revisions of educational policy which are proposed or under consideration; and the Association may be given opportunity to advise the Board with respect to said matters prior to their adoption and/or general publication.
- G. The rights granted herein to the Association shall not be granted or extended to any competing labor organizations.
- H. The Board shall place on the agenda of each regular Board meeting as the first item for consideration under "New Business" any matters brought to its attention by the Association so long as those matters are made known to the Superintendent's Office five (5) working days prior to said regular meeting.

ARTICLE X - INNOVATIVE AND EXPERIMENTAL PROGRAMS

Innovative and experimental programs will be encouraged but such programs will be subject to the guideline as outlined in this Article.

An innovative and experimental program may begin only when all of the following have been satisfied:

1. Discussion of such programs by the staff or department directly affected will be preceded by distribution of available information about the program. If possible, authorities in the area of the experimentation should be consulted for information.
2. Programs that have been put into effect must be evaluated at least once each school year. Such evaluations will be done by teachers involved and the Administration. The evaluation report shall be submitted to the Board to determine if continuance of the program is feasible.

ARTICLE XI - PROFESSIONAL QUALIFICATIONS AND ASSIGNMENTS

- A. No new teacher shall be employed by the Board for a regular teaching assignment who does not have a bachelor's degree from an accredited college or university, a provisional or permanent certificate, and not less than eight (8) weeks of supervised student teaching experience with a certified teacher or teachers in a K-12 school district.
- B. The employment of teachers whose certification is based on the Michigan full-year permit is to be permitted only in cases of absolute necessity or where the teacher has outstanding credentials; and the Board shall indicate the extent to which it has endeavored to fill the position with a fully certified person. No person whose certification is based on the Michigan full-year permit shall be employed in a regular full-time position for more than two (2) consecutive years. The individual contract shall provide for immediate layoff in the event a person with a valid provisional certificate can be employed.
- C. A person with a bachelor's degree who is eligible for the Michigan substitute permit shall be employed only in cases of absolute necessity and where the teacher has outstanding credentials; and the Association shall be notified in each instance; and the Board shall indicate the extent to which it has endeavored to fill the position with a fully certified person. In no event will such a person be employed in a regular full-time position for more than two (2) consecutive years.

- D. Persons with less than a bachelor's degree who are eligible only for the Michigan State special permit shall be employed by the Board on a day-to-day substitute basis and for no more than ninety (90) days per school year.
- E. Teachers shall not be assigned outside the scope of their teaching certificates and their major or minor field of study except temporarily and for good cause, and the Association shall be so notified in each instance and shall be provided with a written statement of reasons for such assignment.
- F. All teachers shall be given written notice of their schedules for the forthcoming year no later than the preceding first day of June if possible. In the event that changes in such schedules are proposed, all teachers affected shall be notified promptly and consulted. In no event will changes in teachers' schedules be made later than the 15th day of August preceding the commencement of the school year unless an emergency situation requires same, and the teacher shall be notified in each instance.
- G. Any assignments in addition to the normal teaching schedule during the regular school year including adult education courses, driver education, extra duties enumerated in Appendix C, and summer school courses shall not be obligatory but shall be with the consent of the teacher. Preference in making such assignments will be given to tenure teachers regularly employed in the district.

ARTICLE XII - TEACHER EVALUATION AND PROGRESS

The parties recognize the importance and value of a procedure for assisting and evaluating the progress and success of both newly employed and experienced personnel. Therefore, to this end, the following procedure has been agreed to in an effort to accomplish the goals.

- A. Probationary teachers shall be observed for the purpose of evaluation at least two (2) times during the school year. These observations shall occur at least once each semester. Tenure teachers shall be observed for the purpose of evaluation at least once every year.
- B. All monitoring or observation of the work of a teacher shall be conducted openly and with full knowledge of the teacher. The use of eavesdropping, closed circuit television, public address or audio systems and similar surveillance devices shall be strictly prohibited.
- C. All evaluations shall be reduced to writing and a copy given to the teacher within ten (10) working days of the evaluation. If the teacher disagrees with the evaluation, he may submit a written answer which shall be attached to the file copy of the evaluation in question and/or submit any complaints through the grievance procedure.
- D. A teacher will have the right to review the contents of all records of the district pertaining to said teacher originating after original employment and to have a representative of the Association accompany him/her in such review.

- E. No material originating after original employment will be placed in his/her personnel file unless the teacher has had an opportunity to review the material. The teacher may submit a written notation regarding any material, and the same shall be attached to the file copy of the material in question. If the teacher believes that material to be placed in his/her file is inappropriate or in error, he may receive adjustment, provided cause is shown, through the grievance procedure whereupon the material will be corrected or expunged from the file. If the teacher is asked to sign material placed in his/her file, such signature shall be understood to indicate his/her awareness of the material but in no instance shall said signature be interpreted to mean agreement with the content of the material.
- F. Any complaint made against a teacher or person for whom the teacher is administratively responsible by any parent, student, or other person will be promptly called to the attention of the teacher.
- G. If a teacher is to be disciplined or reprimanded by the Board or its agents, he/she shall be entitled to have a representative of the Association present.
- H. Each observation of a teacher shall be for one (1) period or the duration of a particular teaching unit.
- I. Each evaluation of a teacher shall be followed by a personal conference between the teacher and his/her evaluator for purposes of clarifying the written evaluation report.

- J. Failure of the Board to follow any provision of this Agreement or the policies of the Board with respect to the evaluation of teachers shall result in restoring any teacher against whom action has been taken to full teaching status with appropriate compensation for all damages resulting from the Board's (or its agents') wrongful acts, and the record surrounding the event in question shall be destroyed.
- K. If an evaluator finds a teacher lacking, the reasons therefore shall be set forth in specific terms as shall an identification of the specific ways in which the teacher is to improve and of assistance to be given by the administrator and other staff members.
- L. Any disciplinary action taken against a teacher shall be appropriate to the behavior which precipitates said action.
- M. No evaluation shall unduly interfere with the normal teaching-learning process.
- N. On request of either party a pre-evaluation conference shall be held between the evaluator and the teacher so that the evaluator can be apprised of the teacher's objectives, methods, and materials planned for the teacher-learning situation to be evaluated.
- O. Each teacher upon his/her employment or at the beginning of the school year, whichever is later, shall be apprised of the specific criteria upon which he will be evaluated. (See Appendix D.) No criteria shall be used which has not been previously approved by the Association.

- P. All evaluators shall be fully and properly trained in the technique and criteria to be used in the evaluation process. If systematic analysis is to be utilized, the evaluator shall demonstrate his proficiency at the recommended reliability level.
- Q. No later than April 25 of each probationary year the final written evaluation report, including the recommendation as to whether the teacher should be advanced to tenure status, offered additional probationary status, or denied a contract for the ensuing school year, will be furnished by the Administration to the Superintendent covering each probationary teacher. A copy shall be furnished to the teacher. If the report contains any information not previously made known to and discussed with the probationary teacher, the teacher shall have an opportunity to submit additional information to the Superintendent. In the event a teacher is not continued in employment, the Board will advise the teacher of the reasons therefor in writing with a copy to the Association and provide a hearing where requested.

ARTICLE XIII - REDUCTIONS IN PERSONNEL, SENIORITY, AND RECALL

- A. No teacher shall be discharged or laid off pursuant to a necessary reduction in personnel unless there is a substantial decrease in the students enrolled in the school district or there is a substantial decrease in the revenues of the school district.
- B. No later than thirty (30) days following the ratification of this Agreement and a maximum of once each year thereafter a seniority list shall be prepared upon the request of the Association. All teachers shall be ranked on the list in the order of their beginning date of employment.
- C. In the circumstance of more than one (1) individual teacher beginning employment on the same date all individuals so affected will participate in a drawing by lot to determine position on the seniority list. The Association and teachers so affected shall be notified in writing of the date, place, and time of the drawing. The drawing shall be conducted openly and at a time and place which will reasonably allow affected teachers and the Association to be in attendance.
- D. Seniority shall continue to accumulate when teachers are on layoff, military, study, health, or other authorized leave for a period not to exceed two (2) years.
- E. Seniority for regular part-time teachers will be given on the following basis:
1. Teachers employed over fifty percent (50%) contractual teaching time will be given a full year seniority.

2. Teachers who are employed for fifty percent (50%) or less contractual teaching time will be given one-half (1/2) year credit toward seniority.

F. Administrators will not receive credit towards seniority even though they may be assigned to teaching up to full time. However, a full year seniority will be given to teaching administrators for each year employed by the District prior to the 1978-79 school year. Seniority earned prior to becoming an administrator will be maintained.

G. All seniority is lost when there is both a severance of employment and a break in service; however, seniority is retained if a severance of employment and a break in service is due to layoff. In such cases, teachers so affected shall retain all seniority that has been accrued as of the effective day of layoff.

H. In the event of necessary reductions in personnel as defined above in excess of known vacancies, the following procedures and conditions shall be observed by the Board:

1. Establishment of Staffing Needs

A. The Board shall develop a list of necessary staff positions based upon the proposed educational program for the forthcoming school year. Input from the staff should be sought to help determine the educational program. The list of staff positions shall be published and posted in each building with a copy to the Association. Such list shall be so published and posted prior to any layoff.

2. Staff Placement

- A. Beginning with the first name on the seniority list, each individual will be placed in an assignment matching his current grade, if an elementary teacher, or department, if a secondary teacher, and building, if this is possible based upon staffing needs.
- B. If no vacancy exists in a teacher's grade or department in his current building, he will be assigned to his current grade or department in another building. When a choice of buildings is possible, the teacher will have his/her choice.
- C. If no vacancy exists in the teacher's current grade or department in any building, he will be assigned to another grade or department for which he is certified in his current building. When a choice of grade or department is possible, the teacher being assigned will have his/her choice.
- D. If no vacancy exists in any grade or department for which the teacher is certified in his current building, he/she will be assigned to another grade or department for which he/she is certified in another building. When a choice of grade or department and/or building is possible, the teacher being assigned will have his/her choice.
- E. If no vacancy remains in any grade or department for which the teacher is certified in any building, the teacher will be laid off. The effective date on any such layoff shall be the same as the opening date of school for the forthcoming school year.

F. Qualifications for placement in a position shall be determined by the valid state teaching certificate or license(s) currently held by the teacher.

G. The Association shall be notified of the date, time, and place when the above procedures are implemented related assignments are made. The Association shall also be allowed to be in attendance during such implementation and while assignments are made.

3. Layoff Benefits

A. When reduction of staff is necessary, all requested leaves of absence for any reasonable purpose may (optional) be granted by the Board. Leaves may be granted for one (1) year with an additional year possible upon request.

B. A laid-off teacher shall upon application be granted priority status on the District substitute teacher list. Such priority to be determined according to seniority.

ARTICLE XIV - PROFESSIONAL BEHAVIOR

- A. 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 create undesirable conditions in the school building. The Board, in recognition of the concept of progressive correction, 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. The Association will use its best efforts to correct breaches of professional behavior by any teacher.
- B. A teacher shall at all times be entitled to have present a representative of the Association when he is being reprimanded, warned, or disciplined for any infraction of rules or delinquency in professional performance. When a request for such representation is made, no action shall be taken with respect to the teacher until such representative of the Association is present.
- C. No teacher shall be disciplined, reprimanded, reduced in rank or compensation, or deprived of any professional advantage without just cause. Any such discipline, reprimand or reduction in rank, compensation or advantage, including adverse evaluation of teacher performance asserted by the Board or representative thereof, shall be subject to the professional grievance procedure herein set forth. All information forming the basis for disciplinary action will be made available to the teacher and the Association.

ARTICLE XV - PROFESSIONAL IMPROVEMENT

- A. The parties support the principle of continuing training of teachers, participation by teachers in professional organizations in the areas of their specializations, leaves for work or advanced degrees or special studies, and participation in community, state, and federal educational projects.
- B. The Board may appropriate monies for teachers desiring to attend selected professional conferences. All teachers desiring to attend said conferences shall apply to the Board who shall make final determination as to approval or disapproval to said application. Criteria to be used in making said decision shall include, but not be limited to, needs of the district, areas of specialization of the teacher, validity of the proposed program, and number of conferences or seminars attended by the applicant as opposed to other applicants for other programs.

ARTICLE XVI - MANAGEMENT RIGHTS CLAUSE

The Board, on its own behalf and on behalf of the lectors of the district, hereby retains and reserves unto itself without limitation all powers, rights, authority, duties and responsibilities conferred upon and voted in it by the laws and the Constitution of the State of Michigan and of the United States including, but without limiting the generality of the foregoing, the right:

- A. To exclusive management and control of the school system, its property, facilities, operations, and affairs.
- B. To hire all employees subject to the provisions of law; to determine their qualifications, conditions of employment, dismissal, demotion, suspension, or layoff; to determine the number and scheduling, including business or school hours or days, of all employees; to promote or transfer all employees; to determine the size of the working force; and to assign duties to and to direct all employees.
- C. To establish grades and course of instruction, including special programs, and to provide for athletic, recreational, and social events for students, all as deemed necessary or advisable by the Board.
- D. To decide upon the means and methods of instruction, selection of textbooks and other teaching materials, and the use of teaching aides of every kind and nature.
- E. To make and change rules and regulations not inconsistent with the terms hereof.

- F. To determine services, supplies, and equipment; to determine all methods and means of distributing, disseminating, or selling its services, methods, scheduling, and standards of operation; to determine the means, methods, and processes of carrying on its services and duties; and to determine any changes in all of the preceding, including innovative programs and practices.
- G. To determine the number and location or relocation of its facilities, including the establishment or relocations of new schools, buildings, departments or divisions or subdivisions thereof, and the relocation or closing of offices, departments, divisions or subdivisions, buildings or other facilities.
- H. To determine all financial practices and policies, including all accounting procedures and all matters pertaining to public relations of the school system and its programs as opposed to Association matters.
- I. To determine the size of the management organization, its functions, authority, amount of supervision and table organization.

The exercise of the foregoing powers, rights, authorities, duties, and responsibilities by the Board, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this Agreement and then only to the extent such specific and express terms are in conformance with the Constitution and laws of the United States and the State of Michigan.

ARTICLE XVII - TEACHER INSTRUCTIONAL AIDE RELATIONS

(This Sections does not refer to General School Teachers Aides.)

- A. The Board may employ instructional aides to assist teachers in reinforcing instructional activities: making and/or securing instructional materials, keeping school records, maintaining a proper instructional environment, inventory, ordering, and storing or filing classroom supplies and materials, and in the supervision of students. A detailed job description shall precede the employment of any aide. Such a job description shall be developed by the teachers to whom the aides are assigned.
- B. In order for the teacher to make best utilization of an instructional aide, a detailed schedule must be provided for every aide in every program; such schedule to be worked out jointly by the teachers and the aides.
- C. (Qualifications) In order to qualify as an instructional aide, applicant must demonstrate proficiency in those skills which will be required to fulfill expectancies of the job description or an ability to acquire those skills within a reasonably short period of time on the job.
- D. (Recruitment Procedure) All applicants shall be interviewed by the teacher(s) and administrator.
- E. (Assignment and Supervision) An instructional aide shall be supervised by the teacher(s) to whom he/she is assigned; and teachers to whom aides are assigned shall have full authority to direct the activities of aides, to evaluate effectiveness of the aide, and to make recommendations as to continued employment status for the aide.

F. (Pre-service Training) Each instructional aide shall receive an orientation to the school district through instruction in expectations of the position to which he/she will be assigned and training in how to perform duties and responsibilities which will be assigned her/him. The pre-service training program shall be developed by a committee of teachers, aides, and administrators. Teacher members of the committee shall be appointed by the Association and shall be given released time for the purpose of meeting with the committee.

G. (Continuing Education) A continuing education program shall be provided by the Board for instructional aides. The continuing education program shall be individualized to meet specific needs of the aide and shall have as its goals the development and maintenance of:

- Necessary job-related skills (such as reinforcement activities in reading, writing, math, and spelling);
- Skill in utilizing audio-visual, duplicating and school equipment;
- Skills necessary in working effectively with students and with other members of the instructional team;
- Skills necessary to adequate performance of other responsibilities which may be assigned; and
- An understanding of new developments in education.

ARTICLE XVIII - TEACHER RIGHTS

- A. Pursuant to the Michigan Public Employment Relations Act the Board hereby agrees that every employee of the Board shall have the right freely to organize, join, and support the Association for the purpose of engaging in collective bargaining or negotiation and other concerted activities for mutual aid and protection. As a duly elected body exercising governmental power under code of law of the State of Michigan, the Board undertakes and agrees that it will not directly or indirectly discourage or deprive or coerce any teacher in the enjoyment of any rights conferred by the Act or other laws of michigan or the Constitutions of Michigan and the United States; that it will not discriminate against any teacher with respect to hours, wages, or any terms or conditions of employment by reason of his/her membership in the Association, his/her participation in any activities of the Association or collective professional negotiations with the Board, or his/her institution of any grievance, complaint or proceeding under this Agreement or otherwise with respect to any terms or conditions of employment.
- B. Nothing contained within this contract shall be construed to deny or restrict to any teacher rights he/she may have under the Michigan General School Laws or other applicable laws and regulations. The rights granted to teachers hereunder shall be deemed to be in addition to those provided elsewhere.

- C. The teachers shall be entitled to full rights of citizenship, and no religious or political activities of any teacher or the lack thereof shall be grounds for any discipline or discrimination with respect to the professional employment of such teacher. The private and personal life of any teacher is not within the appropriate concern or attention of the Board.
- D. The provisions of this Agreement shall be applied without regard to race, creed, religion, color, national origin, age, sex, or marital status. Membership in the Association shall not be denied to any teacher because of race, creed, sex, marital status, or national origin.
- E. All communications obtained by a teacher in the course of his/her professional duties and deemed by said teacher to be of a confidential nature need not, except with the consent of said teacher, be disclosed to anyone including but not limited to any school administrator, parent or guardian, unless said disclosure has been determined to be required by law. In addition, the refusal to reveal such information shall not be considered cause for discipline or dismissal nor may any reference to such a refusal become part of any personnel record.

ARTICLE XIX - ACADEMIC FREEDOM

A. Academic freedom shall be guaranteed to teachers, and no special limitations shall be placed upon study, investigation, presenting and interpreting facts and ideas concerning man, human society, the physical and biological world, and other branches of learning subject to accepted standards of professional responsibility. The right to academic freedom herein established shall include the right to support or oppose political causes and issues outside of the normal classroom activities.

ARTICLE XX - TEACHER PROTECTION

- A. Any case of assault upon a teacher shall be promptly reported to the Board or its designated representative. The Board will provide legal counsel to advise the teacher of his/her rights and obligations with respect to such assault and shall promptly render all reasonable assistance to the teacher in connection with handling of the incident by law enforcement and judicial authorities.
- B. If any teacher is complained against or sued as a result of any legal action taken by the teacher while in pursuit of his/her employment, the Board may underwrite the cost of legal counsel to be selected by the teacher and render all necessary assistance to the teacher in his/her defense.
- C. Time lost by a teacher in connection with any incident mentioned in this Article shall not be charged against the teacher.
- D. The Board may reimburse teachers for any loss, damage, or destruction of clothing or personal property of the teacher while on duty in the school or on the school premises.
- E. No action shall be taken upon any complaint by a parent of a student directed toward a teacher nor shall any notice thereof be included in said teacher's personal file unless such matter is promptly reported in writing to the teacher concerned.
- F. A written statement by the Board governing use of corporal punishment of students shall be publicized to all teachers no later than the first week of each school year. In the absence of a

published school district policy state laws regarding corporal punishment shall be followed. A teacher may at times use force as is necessary to protect himself/herself, a fellow teacher or administrator, or a student from attack, physical abuse, or injury. The Board agrees to indemnify teachers against any damages, fines, legal fees or other costs as a consequence of any act or omission authorized by a written statement of the Board or by the provisions of this paragraph.

- G. Any teacher or superintendent may use such physical force as may be necessary to take possession from any pupil of any dangerous weapon carried by him/her.

- H. No teacher or superintendent shall be liable to any pupil, his/her parent or guardian in any civil action for the use of physical force on the person of any pupil for the purposes prescribed in Section G above except in case of gross abuse and disregard for the health and safety of the pupil.

ARTICLE XXI - INSTRUCTIONAL MATERIALS

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

Instructional materials used in the school district shall be used to reflect the multi-ethnic nature of our society.

1. The suggestion by omission or commission or by over or under emphasis that any racial, religious, or ethnic segment of the population is more or less capable or more or less important is to be used to point out the prejudicial nature of our society.
2. Comprehensive materials which represent the contribution and achievements of minority groups in art, science, history, literature, and all life and culture should be apparent in the design of materials.

A materials center shall be maintained and charged with the responsibility for seeking multi-ethnic materials related to study units being taught. The center shall also develop and maintain a current list of resource centers and persons within and outside the community.

ARTICLE XXII - SCHOOL EQUIPMENT

The Board will provide if possible:

1. A separate desk for each teacher in the district with a lockable drawer space.
2. Closet space for each teacher to store coats, overshoes, and personal articles.
3. Chalkboard space in every classroom.
4. Copies exclusively for each teacher's use of all texts used in each of the courses he/she is to teach.
5. A complete and unabridged dictionary made available for every classroom.
6. Storage space in each classroom for instructional materials.
7. Attendance books, paper, pencils, pens, chalk, erasers, and other such materials required in daily teaching responsibility.

The Board agrees to make available in each school adequate typing, duplicating, stencil and mimeograph facilities, a copying machine, and clerical personnel to aid teachers in the preparation of instructional material.

ARTICLE XXIII - TEACHING FACILITIES

- A. The Board shall make a reasonable effort to meet the State health, building, and safety requirements.
- B. The Board whenever possible should make available in each building properly trained personnel and equipment necessary to ensure proper first aid treatment for the teachers and the students.
- C. The Board shall make available in each school lunchroom, restroom and lavatory facilities exclusively for teacher use and at least one (1) room furnished which shall be reserved for use as a faculty workroom. Provisions for such facilities will be made in future building.
- D. Off-street parking facilities shall be provided and properly maintained and identified exclusively for teacher use.
- E. Telephone facilities shall be made available to teachers for their reasonable use.

ARTICLE XXIV - TEACHING HOURS

- A. Teachers are required to report for duty at least 20 minutes before the start of classes for each regular school day and shall be permitted to leave ten (10) minutes after the close of the pupils' regular school day. However, teachers are encouraged to remain for a sufficient period of time after the close of the pupils' school day to attend to those matters which properly require attention at that time, including consultations with parents when scheduled directly with the teacher, except that on Fridays or on days preceding holidays or vacations the teachers' day shall end at the close of the pupils' day.
- B. Teachers' may be expected to attend building meetings. Such meetings shall not be scheduled more than twelve (12) times in one (1) year and shall not exceed one (1) hour in duration.
- C. The normal weekly teaching load in the junior and senior high schools will be twenty-five (25) teaching periods and five (5) unassigned preparation periods. Without his/her consent no teacher shall be assigned to more than twenty-five (25) hours of pupil contacts per week. Assignment to a supervised study period shall be considered a teaching period for purposes of the Article. The normal teaching load in the elementary schools shall not exceed 27.5 hours of pupil contact per week.
- D. All teachers shall be entitled to duty-free, uninterrupted lunch period.

- E. Elementary teachers will be provided recess time equal to 1/2 hour each day. In addition, elementary teachers may use for preparation all time during which their classes are receiving instruction from various teaching specialists unless relief time of an average of five (5) class periods per week is exceeded, then additional assignment may be made by the Board.
- F. Teachers of music, art, physical education and laboratory sciences, librarians, speech therapists, reading consultants, visiting 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.
- G. 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 hereinafter set forth.
- H. A teacher engaged during the school day in negotiating on behalf of the Association with any representative of the Board of participating in any professional grievance negotiations, including arbitration, shall be released from regular duties without loss of salary.

ARTICLE XXV - TEACHING CONDITIONS

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

A. Because the pupil-teacher ratio is an important aspect of an effective educational program, the parties agree that class size should be lowered wherever possible.

ARTICLE XXVI - PROFESSIONAL, PERSONAL AND ASSOCIATION LEAVE

A. At the beginning of every school year each teacher shall be credited with three (3) days to be used for the teacher's personal business. A personal business day may be used for any purpose at the discretion of the teacher. A teacher planning to use a personal leave day or days shall notify the Superintendent at least one (1) day in advance except in cases of emergency. The teacher may be asked to explain the reason for any personal leave requested for a school day immediately before or after a holiday, weekend, vacation period, or emergency; and reasonable restrictions may be imposed on personal leaves on such days. Not more than two (2) elementary (K-6) and two (2) high school (7-12) teachers shall be granted leave on the same day unless approved by the administration. Unused personal days may accumulate up to five (5) days, and further accumulation will be added to accumulated sick leave not to exceed 180 days as specified under "Illness and Disability."

B. Any teacher called for jury duty during school hours or who is subpoenaed to testify during school hours in any judicial or administrative matter or who shall be asked to testify in any arbitration or fact-finding shall be paid his/her full salary for such time. ^{of a teacher} If the teacher is reimbursed for second duty, ^{or a member with no} any ^{may - the same as} remuneration will be paid to the school or the teacher may take it as a day of personal business.

ARTICLE XXVII - SABBATICAL LEAVE

- A. Teachers who have been employed for seven (7) consecutive years by the Board may (optional) be granted a Sabbatical Leave for professional improvement for up to one (1) year. It is agreed that professional improvement includes, but not limited to: attending a college, university or other educational institution; travel which will improve the teacher's ability to teach; and serving as an officer in the Mid Peninsula Education Association, the Michigan Education Association, or the National Education Association.
- B. To qualify for such Sabbatical Leave a teacher must hold a permanent or continuing teaching certificate.
- C. During said Sabbatical Leave the teacher shall be considered to be in the employ of said Board, shall have a contract and may (optional) be paid full or part of his/her salary and insurance benefits; provided, however, the Board shall not be held liable for death or injuries sustained by any teacher while on Sabbatical Leave.
- D. Teachers on Sabbatical Leave may be allowed credit toward retirement for time spent on such leave in accordance with the rules and regulations established by the Michigan Public School Employees Retirement Board.
- E. A teacher returning from Sabbatical Leave shall be restored his/her teaching position or to a position of like nature, seniority, status, and pay.

F. Provided there are enough people who qualify for Sabbatical Leaves and for such leaves, the Board may grant one (1) such leave per year with full pay to the teacher.

ARTICLE XXVIII - UNPAID LEAVES OF ABSENCE

- A. A leave of absence of one (1) year with the second year possible upon request may (optional) be granted to any teacher upon application 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 full-time participant in such program; or a cultural travel or work program related to his/her professional responsibilities provided said teacher states IN WRITING his/her intention to return to the school system. Upon return from such a leave a teacher shall be placed at the same position on the salary schedule as he/she would have been had he/she taught in the district during such period.
- B. A leave of absence of one (1) year with a second year possible upon request may (optional) be granted to any teacher upon application for the purpose of engaging in study at an accredited college or university reasonably related to his/her professional responsibilities. Upon return from such a leave a teacher shall be placed at the same position on the salary schedule as he/she would have been had he/she taught one (1) year in the district during such period.
- C. A military leave of absence shall be granted to any teacher who shall be inducted or shall enlist for military duty in any branch of the armed forces of the United States. Upon return from such leave a teacher shall be placed at the same position on the salary schedule as he/she would have been had he/she taught for one (1) year in the district during such period.

D. A leave of absence of up to one (1) year shall be granted any teacher for the purpose of child care. Said leave shall commence upon request of the teacher with a thirty (30) day written notice. It is further provided that:

1. The thirty (30) day notice may be waived upon approval of the Board.
2. The reinstatement shall be to the teacher's former position.
3. A second year leave may (optional) be granted upon the written request of the teacher.
4. A pregnant teacher may commence said leave at her option any time after confirmation of pregnancy by her doctor.
5. In the event of miscarriage or death of object child of the leave, the leave of absence may be terminated upon request of the teacher if a position exists within the school system.
6. For seniority and salary schedule purposes the teacher shall be given credit during which time said leave was granted.
7. The granting of such leave will in no way interrupt seniority and rights attendant thereto.

ARTICLE XXIX - ILLNESS AND DISABILITY

- A. At the beginning of each school year each teacher shall be credited with nine (9) days of leave, the unused portion of which shall accumulate from year to year to a total of 180. The leave days may be taken by a teacher for the following reasons and subject to the following conditions:
1. Personal illness or disability - the teacher may use all or any portion of his/her leave to recover from his/her own illness or disability which shall include childbirth and complications of pregnancy.
 2. Death in the immediate family - the teacher may take a maximum of four (4) days per death. Immediate family shall be interpreted as husband, wife, mother, father, brother, sister, children, grandchildren, father- and mother-in-law and grandparents.
 3. Other deaths - the teacher may take one (1) day per death to attend the funeral of any person.
 4. Medical or nursing care - the teacher may take three (3) days to make arrangements for medical or nursing care for a member of his/her immediate family. (See definition in paragraph 2 above.)
 5. Illness in the immediate family - the teacher may take a maximum of four (4) days per illness. Immediate family shall be defined in paragraph 2 above.
- B. The Board shall furnish each teacher with a written statement at the beginning of each school year setting forth the total sick leave credit.
- C. A teacher may be asked to explain the reason for any personal leave requested for a school day immediately before or after a holiday or recesses.

D. A teacher who is unable to teach because of personal illness or disability and who has exhausted all sick leave available shall be granted a leave of absence without pay for the duration of such illness or disability up to one (1) year, and the leave may be renewed each year upon written request by the teacher.

The Board agrees to continue to provide the health insurance benefits provided for by this collective agreement for the duration of said leave.

E. Absence due to injury incurred in the course of the teacher's employment shall not be charged against the teacher's sick leave days provided that the Board shall pay to such teacher the difference between his/her salary and benefits received under the Michigan Workmen's compensation Act for the duration of such absence.

ARTICLE XXX - INSURANCE PROTECTION AND RETIREMENT BENEFITS

The Board agrees to furnish teachers the following insurance protection:

A. Selection of either Option I or Option II:

1. Option I: The Board shall provide up to full family MESSA Super Care I protection for a full twelve (12) month period during the 1993-94 and 1994-95 school years. Part time teachers will receive a pro-rated portion.

2. Option II: One thousand seven hundred dollars (\$1,700) shall be allowed to teachers employed in the school system full time towards MESSA's insurance and/or salary by those employees not covered by Option I for the 1993-94 contract year. The amount will increase to \$1800 in the 1994-95 contract year. Part-time teachers will receive pro-rated portion.

B. \$20,000 term life insurance will be provided to each teacher for each year of this contract.

C. 80-80-80, E-007, Delta Dental insurance will be provided to each teacher for each year of this contract.

D. Vision care insurance, VSP-2, will be provided for each teacher for each year of this contract.

Only those employees that are employed 50% or more time will receive benefits under B,C, & D above. Those employees who were employed prior to the 1993-94 contract year will be grandfathered in at full coverage regardless of what percentage they are employed.

- E. The Board shall allow the MEA tax deferred annuity plan through salary reduction pursuant to Section 403(b) of the Internal Revenue Code of 1954 as amended.
- F. In the event that an employee has exhausted sick leave accrual the above-mentioned fringe benefits shall continue throughout the balance of the contract year as defined in Section J.
- G. In the event that an employee is disabled through injury or illness covered by Workers' Compensation, sick leave shall not be reduced and the above-mentioned fringe benefits shall continue for the duration of the disability. If an employee is laid off, the fringe benefits in this section shall continue to remain in effect to the extent available through the underwriting company through the contract year and not exceed a maximum of six (6) months.
- H. The Board shall make payment of the insurance premiums for all persons who complete their contractual obligation to assure insurance coverage for the full twelve (12) month period commencing October 1 and ending September 30. The open enrollment period shall be jointly established by the Board, the Association and insurance company. Opportunities for summer pre-enrollment and fall open enrollment shall be included.
- I. When necessary, premiums on behalf of the teacher shall be made retroactively or prospectively to assure uninterrupted participation and coverage. In instances where cost of coverage exceeds amount of subsidy, the School Board shall make provision for the excess to be payroll deductible.

- J. A single payroll deduction shall be available for all additional MESSA programs.
- K. Any employee of the Mid Peninsula Public School District shall after five (5) or more years of regular service within the district immediately preceding retirement benefits from the Michigan Public School Employees' Retirement Fund receive terminal leave pay to be computed as follows: \$20 x number of years' service, in the district, to be paid upon retirement.
- L. Upon retirement, the Mid Peninsula School District shall pay to each employee an amount equal to one-half (1/2) of the daily base salary rate at the time of retirement (use the first step of the appropriate column of the salary schedule), times the number of accrued unused illness leave days, less the number of days used for personal business since 1977-78 each school year, using a maximum of one hundred twenty (120) days in the final calculation, said amount to be added to the amount of terminal leave pay as described in K above.

ARTICLE XXXI - STUDENT DISCIPLINE

- A. The Board recognizes the 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, or whenever it appears that the presence of a particular student in the class will impede the education of the balance of the class because of disruptions caused by said student, the Board will relieve the teacher of responsibilities with respect to said pupil upon recommendation of the Administration.
- B. A teacher may exclude a pupil from one (1) 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 teaching obligations will allow full particulars of the incident in writing. The pupil shall not be returned to the class until after consultation by the principal with the teacher.
- C. The Board in conjunction with the Association shall promulgate rules and regulations setting forth the procedures to be disciplining, suspending, or expelling students for misbehavior. Such rules and regulations shall be distributed to student, teachers, and parents at the commencement of each school year.

ARTICLE XXXII - MISCELLANEOUS PROVISIONS

- A. This Agreement shall constitute the full and complete commitments between both parties and may be altered, changed, added to, deleted from, or modified only through the voluntary, mutual consent of the parties in written and signed amendment to this Agreement.

- B. Any individual contract between the Board and an individual teacher heretofore executed shall be subject to and consistent with the terms and conditions of this Agreement. Any individual contract hereafter executed shall be in the form provided in Appendix C and shall be expressly made subject to and consistent with the terms of this or subsequent agreements to be executed by the parties. If an individual contract contains any language inconsistent with the Agreement, this Agreement during its duration shall be controlling.

- C. This Agreement shall supersede any rules, regulations or practices of the Board which shall be contrary to or inconsistent with its terms. The provisions of this Agreement shall be incorporated into and be considered part of the established policies of the Board.

- D. All teachers covered under this Agreement who participate in the production of tapes, publications, or other produced educational material shall retain residual rights should they be copyrighted 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.

ARTICLE XXXIII - SPECIAL STUDENT PROGRAMS

- A. The parties recognize that children having special physical, mental, and emotional problems may require evaluation and specialized curriculum. The Board and the Association will comply with P.L. 198 and the current Intermediate School District Plan.

ARTICLE XXIV - SPECIAL STUDENT AND INTERN TEACHING ASSIGNMENTS

- A. Assignments for the adult education, driver education, and summer school programs will be made by the Board on the basis of seniority gained through the years of continuous employment in the district, assuming equal qualifications among applicants. No teacher shall be required to work a split shift or teach less than three (3) hours in any summer school program. Teachers shall be compensated for teaching in any of such programs not less than their hourly rate calculated on the basis of the last normal teaching year.
- B. The Board agrees at all times to maintain an adequate list of substitute teachers. Teachers shall be informed of a telephone number they may call before 7:30 a.m. to report unavailability for work. Once a teacher has reported unavailability it shall be the responsibility of the administration to arrange for a substitute teacher. Substitutes shall be paid for a regular teaching day a sum determined by the Board to be a fair and appropriate rate. The use of regular teachers as substitute teachers shall be avoided whenever possible. In the event regular teachers covered by the the Agreement are used as substitutes on an emergency and voluntary basis, said teachers shall be compensated at the rate of \$11 for each class period of teaching provided through the 1993-94 contract year. The rate will increase to \$12 for each class period during the 1994-95 contract year.
- C. Supervisory teachers of student teachers shall be tenured teachers possessing a valid teaching certificate in academic preparation who voluntarily accept the assignment, and they shall be known as

"supervisory master teachers." The parties recognize that "supervisory master teachers" are not supervisory teachers under Public Act 379 of 1965.

- D. Supervisory Master Teachers shall work directly with the university program coordinator, assist in developing extensive opportunities for the student teacher to observe and practice the arts and skill of the profession.
- E. The Association agrees to accept student teachers as honorary members during their student teaching period and include them in appropriate meetings and activities of the Association.
- F. The Supervisory Master Teacher shall file a written report and evaluation with the university coordinator and the administration prior to the end of the student teaching experience.
- G. The Board shall disclose the amount received from the university placing the student teachers. Monies made available to the district by the placing university shall be administered monthly by a joint committee composed of the university coordinator, Supervisory Master Teachers, and a representative of the Board in a manner determined by the majority of the committee. The following areas of appropriate expenditure are suggested: In-service training programs, released time for permanent staff, materials and equipment.
- H. If the Association agrees to accept intern teachers, the Board agrees to disclose all terms of the proposed contract existing between the Board and the intern placing institution and further agrees to negotiate with the Association all terms of employment and working conditions of interns.

MID PENINSULA SCHOOL CALENDAR 1993-94

| | | |
|---|-----------------------------------|------------------|
| SCHOOL BEGINS..... | 1/2 Day For Students..... | AUG. 30 |
| | Staff Orientation Meeting in P.M. | |
| LABOR DAY..... | No School..... | SEPT. 6 |
| TEACHER INSERVICE 1/2 DAY..... | Students dismissed at noon..... | OCT. 8 |
| END OF 1ST MARKING PERIOD..... | | NOV. 1 |
| K-12 PARENT TEACHER CONFERENCES (P.M.)- 1/2 Day for Students... | | NOV. 8 |
| HUNTER'S DAY..... | No School..... | NOV. 15 |
| CLASSES RESUME..... | | NOV. 16 |
| THANKSGIVING RECESS..... | | NOV. 24, 25, 26 |
| CLASSES RESUME..... | | NOV. 29 |
| LAST DAY OF SCHOOL BEFORE CHRISTMAS RECESS..... | | DEC. 22 |
| CLASSES RESUME..... | | JAN. 3 |
| END OF 1ST SEMESTER..... | | JAN. 18 |
| END OF 3RD MARKING PERIOD..... | | MARCH 22 |
| K-12 PARENT TEACHER CONFERENCES (P.M.)- 1/2 Day For Students... | | MARCH 24 |
| SPRING BREAK..... | | MARCH 26-APRIL 1 |
| CLASSES RESUME..... | | APRIL 4 |
| GRADUATION..... | (Will be announced) | |
| MEMORIAL DAY..... | No School..... | MAY 30 |
| CLASSES RESUME..... | | MAY 31 |
| LAST DAY OF REGULAR SCHOOL YEAR..... | | JUNE 1 |
| SNOW MAKE-UP DAY..... | | JUNE ? |

We are allowed two snow days by the state-- any snow days beyond those 2 have to be made up. If we are off school for 3 days or more we have to start using the snow "make-up" days. The above calendar assumes that we will not have more than 2 snow days. If there are more than 2 day, we will have to continue into June.

When conditions warrant it, we will have a "delayed start" of 2 hours. On these days school will begin 2 hours later than usual & all bus routes will be 2 hours late. All kindergarten classes will be cancelled when there is a "delayed start". We will depend on the radio stations to pass this information on to you.

APPENDIX B - GRIEVANCE REPORT FORM

Grievance # _____ School District _____ Distribution of Form
1. Superintendent
2. Principal/Supervisor
3. Association
4. Grievant

Submit to Supervisor/Principal in Duplicate

Building _____ Assignment _____ Name of Grievant _____ Date Filed _____

STEP I

A. Date Cause of Grievance Occurred _____

B. 1. Statement of Grievance _____

2. Relief Sought _____

Signature Date

C. Disposition of Supervisor/Principal _____

Signature Supervisor/Principal Date

D. Disposition of Grievant and/or Union/Association _____

Signature Date

* * * * *
* If additional space is needed in *
* reporting Section B of Step I, *
* attach an additional sheet. *
* * * * *

(Continued on Next Page)

GRIEVANCE REPORT FORM - CONT'D

STEP II

A. Date Received by Superintendent or Designee _____

B. Disposition of Superintendent or Designee _____

Signature

Date

C. Position of Grievant and/or Union/Association _____

Signature

Date

STEP III

A. Date Received by Board or Designee _____

B. Disposition of Board or Designee _____

Signature

Date

C. Position of Grievant and/or Union/Association _____

Signature

Date

STEP IV

A. Date Submitted to Arbitration _____

B. Disposition & Award of Arbitrator _____

Signature of Arbitrator

Date

APPENDIX C

Mid Peninsula School District
Salary Schedules 1993-94 and 1994-95

Credits beyond the BA/BS Continuing certificate and beyond the MA have to be graduate level courses or undergraduate courses that will lead to re-certification or will improve skills in the present teaching assignment.

1993-94

| | <u>BA/BS</u> | <u>BA/BS+PERM OR CONT</u> | <u>BA/BS+30</u> | <u>MA</u> | <u>MA+15</u> | <u>MA+30</u> |
|----|--------------|-------------------------------|-----------------|-----------|--------------|--------------|
| 1 | 20000 | 20500 | 20800 | 21400 | 21875 | 22325 |
| 2 | 20700 | 21217 | 21528 | 22149 | 22640 | 23106 |
| 3 | 21424 | 21960 | 22281 | 22924 | 23433 | 23915 |
| 4 | 22174 | 22728 | 23061 | 23726 | 24253 | 24752 |
| 5 | 22950 | 23524 | 23868 | 24556 | 25102 | 25618 |
| 6 | 23524 | 24112 | 24465 | 25170 | 25729 | 26258 |
| 7 | 24112 | 24715 | 25076 | 25800 | 26372 | 26915 |
| 8 | 24715 | 25333 | 25703 | 26445 | 27032 | 27588 |
| 9 | 25333 | 25966 | 26346 | 27106 | 27707 | 28277 |
| 10 | 25966 | 26615 | 27004 | 27783 | 28400 | 28984 |
| 11 | 26615 | 27280 | 27680 | 28478 | 29110 | 29709 |
| 12 | 27280 | 27962 | 28372 | 29190 | 29838 | 30452 |
| 13 | 27962 | 28661 | 29081 | 29920 | 30584 | 31213 |
| 14 | 28661 | 29378 | 29808 | 30668 | 31349 | 31993 |
| 15 | 29785 | 30112 | 30553 | 31435 | 32132 | 32793 |
| 16 | 30112 | 30865 | 31317 | 32220 | 32936 | 33613 |
| 17 | 30865 | 31637 | 32100 | 33026 | 33759 | 34453 |
| 18 | 31637 | 32428 | 32902 | 33852 | 34603 | 35315 |
| 19 | 32428 | 33239 | 33725 | 34698 | 35468 | 36198 |
| 20 | 33239 | 34070 | 34568 | 35565 | 36355 | 37103 |
| 21 | 34070 | 34921 | 35432 | 36454 | 37264 | 38030 |
| 22 | 34921 | 35794 | 36318 | 37366 | 38195 | 38981 |
| 23 | 35071 | 35944 | 36468 | 37516 | 38345 | 39131 |
| 24 | 35221 | 36094 | 36618 | 37666 | 38495 | 39281 |
| 25 | 35371 | 36244 | 36768 | 37816 | 38645 | 39431 |
| 29 | 36671 | 37544 | 38068 | 39116 | 39945 | 40731 |
| 30 | 37971 | 38844 | 39368 | 40416 | 41245 | 42031 |
| 31 | 39271 | 40144 | 40668 | 41716 | 42545 | 43331 |

Driver Education on the Road \$ 14.50
Elementary Double Class \$200.00

1994-95

| | <u>BA/BS</u> | <u>BA/BS+PERM OR CONT</u> | <u>BA/BS+30</u> | <u>MA</u> | <u>MA+15</u> | <u>MA+30</u> |
|-------|--------------|-------------------------------|-----------------|-----------|--------------|--------------|
| 1 | 21000 | 21550 | 21850 | 22500 | 23050 | 23100 |
| 2 | 21760 | 22304 | 22614 | 23287 | 23856 | 23908 |
| 3 | 22522 | 23084 | 23406 | 24102 | 24691 | 24745 |
| 4 | 23310 | 23892 | 24225 | 24946 | 25555 | 25611 |
| 5 | 24126 | 24728 | 25073 | 25819 | 26450 | 26507 |
| 6 | 24971 | 25593 | 25950 | 26722 | 27376 | 27435 |
| 7 | 25570 | 26207 | 26573 | 27364 | 28033 | 28094 |
| 8 | 26184 | 26836 | 27211 | 28021 | 28705 | 28768 |
| 9 | 26812 | 27481 | 27864 | 28693 | 29394 | 29458 |
| 10 | 27456 | 28140 | 28533 | 29382 | 30100 | 30165 |
| 11 | 28114 | 28815 | 29218 | 30087 | 30822 | 30889 |
| 12 | 28789 | 29507 | 29919 | 30809 | 31562 | 31631 |
| 13 | 29480 | 30215 | 30637 | 31548 | 32320 | 32390 |
| 14 | 30188 | 30940 | 31372 | 32306 | 33095 | 33167 |
| 15 | 30912 | 31683 | 32125 | 33081 | 33890 | 33963 |
| 16 | 31654 | 32443 | 32896 | 33875 | 34703 | 34778 |
| 17 | 32414 | 33221 | 33686 | 34688 | 35536 | 35613 |
| 18 | 33192 | 34018 | 34494 | 35520 | 36389 | 36468 |
| 19 | 33988 | 34835 | 35322 | 36373 | 37262 | 37343 |
| 20 | 34084 | 35671 | 36170 | 37246 | 38156 | 38239 |
| 21 | 35639 | 36527 | 37038 | 38140 | 39072 | 39157 |
| 22 | 36495 | 37404 | 37929 | 39055 | 40010 | 40097 |
| 23 | | 37604 | 38127 | 39255 | 40210 | 40297 |
| 24 | | 37904 | 38427 | 39555 | 40510 | 40597 |
| 25-27 | | 38304 | 38827 | 39955 | 40910 | 40997 |
| 28 | | 38704 | 39227 | 40355 | 41310 | 40397 |
| 29 | | 40004 | 40527 | 41655 | 42610 | 42397 |
| 30 | | 41304 | 41827 | 42955 | 43910 | 43997 |

Driver Education on the Road \$ 15.00
 Elementary Double Class \$200.00

APPENDIX C - CONT'D
MID PENINSULA EXTRA-CURRICULAR ACTIVITIES SALARY SCHEDULE

| <u>ACTIVITY</u> | <u>% of B.S. BASE</u> | <u>1993-94</u> | <u>1994-95</u> |
|-------------------------------|---------------------------|----------------|----------------|
| Senior Advisor | 3.0 | 600.00 | 630.00 |
| Junior Advisor | 1.5 | 300.00 | 315.00 |
| 10th Grade Advisor | 1.5 | 300.00 | 315.00 |
| 9th Grade Advisor | 1.0 | 200.00 | 210.00 |
| J.H. Advisor (Combined) | 1.0 | 200.00 | 210.00 |
| Newspaper | 1.0 | 200.00 | 210.00 |
| Forensics | 1.5 | 300.00 | 315.00 |
| Drama (per production) | 1.5 | 300.00 | 315.00 |
| Yearbook Advisor | 4.5 | 900.00 | 945.00 |
| Cheerleader Advisor - Varsity | 1.5 | 300.00 | 315.00 |
| Cheerleader Advisor - J.V. | 1.0 | 200.00 | 210.00 |
| Cheerleader Advisor - J.H. | 1.5 | 300.00 | 315.00 |
| Student Council Advisor | .5 | 100.00 | 105.00 |
| Add'l Approved Projects @ | .2 | 40.00 | 42.00 |
| Band *(per event) | .3 | 60.00 | 63.00 |

*Extracurricular band activities include the following:

1. Rock Labor Day Parade
2. Graduation Ceremony
3. Rock & Perkins Memorial Day Services
4. Pep Band Activities authorized by the Administration
5. Evening & Weekend Band Performances authorized by the Administration and mutually agreed upon with Band Instructor
6. Approved Band Activities that occur during summer recess will be counted double for the day

SPORTS ACTIVITIES

Coaching salaries are based on a percentage of the appropriate salary schedule step which is determined by the number of years experience of coaching a sport at the 7th Grade level or higher. Nondegree coaches will use the B.S. column in determining the number of years experience.

| <u>ACTIVITY</u> | <u>1993-94</u> | <u>1994-95</u> |
|---|----------------|----------------|
| Basketball - Varsity Boys & Girls | 12 | 12 |
| Basketball - J.V. Boys & Girls | 7 | 7 |
| Basketball - J.H. Boys & Girls | 5 | 5 |
| 7th Grade Only - 40% of step | | |
| 8th Grade Only - 60% of step | | |
| Basketball - 9th Grade Boys & Girls (Same as 8th Grade) | | |
| Football - Varsity | 12 | 12 |
| Football - J.V./Ass't Varsity | 7 | 7 |
| H.S. Track - Boys & Girls | 6 | 6 |
| J.H. Track - Boys & Girls | 2 | 2 |
| Crosscountry- | 2 | 2 |
| Golf - | 2 | 2 |
| Athletic Director- | 8 | 8 |
| Scorer & Timer for Athletic Contests | \$5 per hour | |

APPENDIX D

MID PENINSULA SCHOOL DISTRICT
5055 ST. NICHOLAS 31ST RD
PERKINS, ROCK, MICHIGAN

EVALUATION REPORT
Teachers in Elementary and Secondary Schools

NAME _____ Prob. Year: 1 ___ 2 ___ 3 ___

Date _____

Tenure _____

School _____

Grade _____

Subject _____

RATING SCALE: Commendable, Professional Quality, Requires Improvement,
Unsatisfactory

There will be an evaluation summation made for each category. Rating is made according to the overall effectiveness of the staff members performance in each category.

PLANNING FOR INSTRUCTION

1. Develops and prioritizes long and short term learning goals.
2. Sequences learning goals and objectives to facilitate student learning.
3. Reviews resources and teaching activities for content and appropriateness.
4. Modifies these resources and activities for content and appropriateness.
5. Sets high standards for learning and lets students know they are expected to meet those standards.
6. Plans class sessions so that class time is spent on learning and very little time is spent on non-learning activities.
7. Has activities, materials, equipment and assignments ready for students when they arrive.

COMMENTS _____

Category rating overall _____

CLIMATE FOR LEARNING

1. Maintains a task-oriented classroom atmosphere.
2. Expects and requires students to pay attention, to work persistently toward completion of assignments, to exhibit cooperative attitudes, and, in general, to concentrate on academic activities rather than inappropriate socializing.
3. Communicates expected behaviors and attitudes explicitly to students.
4. Communicates high, attainable achievement expectations for students regardless of their entering ability levels.
5. Uses specific, academic praise when deserved.
6. Respects student contributions to class.
7. Maintains an orderly classroom that allows for appropriate student interaction.

COMMENTS _____

Rating scale _____

CLASSROOM MANAGEMENT

Maintains student behavior conducive to learning

1. Establishes clear, understandable and reasonable rules and procedures which are applied consistently.
2. Teaches discipline plan and expected classroom behavior to students.
3. Carries out quickly discipline procedures that are clearly linked to inappropriate student behavior.
4. Focuses on inappropriate behavior, not student's personality.
5. Provides positive reinforcement for acceptable behavior and performance.
6. Responds constructively to student needs and concerns.
7. Stops disruptions quickly, taking care to avoid disrupting the whole class.

- 8. Uses verbal and non-verbal classroom management techniques effectively.
- 9. Starts class quickly and purposefully.

COMMENTS _____

Rating scale _____

TEACHING ACT

Provides systematic instruction

- 1. Explains lesson objectives in simple, everyday language and refers to them throughout lesson to maintain focus.
- 2. Checks to see that objectives are understood.
- 3. Describes relationship of current lesson to previous learning and reminds students of key concepts and skill previously covered.
- 4. Gives clear oral and written instructions.
- 5. Summarizes main points at the end of the lesson.

Organizes instructional activities

- 6. Uses materials matched to ability levels of students.
- 7. Uses relevant examples and demonstrates to illustrate concepts and skills.
- 8. Makes smooth, efficient transitions between or within lessons.
- 9. Uses direct instruction to teach new material.
- 10. Places learning activities to accommodate student differences.
- 11. Provides opportunities for student to student interaction.

Interacts with students

- 12. Speaks fluently and precisely, modeling good language and vocabulary usage.
- 13. Uses a variety of instructional techniques, groupings and materials.

- 14. Interacts with students during lesson.
- 15. Uses effective questioning strategies to promote learning.
- 16. Asks clear questions, making sure students have a chance to respond.
- 17. Varies cognitive level of questions.
- 18. Asks process questions: probes, rephrases, prompts.
- 19. Checks students understanding of meaning and mastery of material.

Provides opportunities for guided and independent practice

- 20. Provides a variety of challenging seatwork/homework assignments.
- 21. Sets objective(s) for homework.
- 22. Assigns homework that students can complete successfully.
- 23. Checks homework so that students have immediate feedback.
- 24. Holds students accountable for their academic work.

COMMENTS _____

Rating scale _____

THE ASSESSMENT AND MONITORING OF STUDENT PROGRESS

Monitors student progress

- 1. Monitors frequently student progress both formally and informally, and adjusts instruction as necessary.
- 2. Provides students with immediate feedback in clear terms that are easy for the student to understand.
- 3. Uses pre- and post-tests to monitor student progress. (verbal or written)
- 4. Monitors student performance to identify special needs.
- 5. Encourages parental involvement in monitoring student progress.

Monitors instructional effectiveness

- 6. Uses assessment results for instructional diagnosis and effectiveness.
- 7. Uses results from evaluation activities to modify instruction for group/individuals to insure student progress.

Teaches for mastery of priority material

- 8. Identifies student instructional levels before beginning instruction.
- 9. Reteaches lesson content when students show they have not learned it.
- 10. Uses regular, focused review of key concepts and skills throughout the year to check on and strengthen retention.

COMMENTS

Rating scale

PROFESSIONALISM

Works cooperatively with others

- 1. Is courteous to other staff members.
- 2. Respects other staff members and is respected in return.
- 3. Is respected by students.
- 4. Is a positive role model for students.
- 5. Works cooperatively with administration, consultants, community members and other teachers.
- 6. Provides feedback to and effectively communicates with students and parents.

Performs professional responsibilities

- 7. Follows Board of Education, district and building guidelines and procedures.
- 8. Participates in developing and supports building goals.

9. Maintains a satisfactory record of attendance.
10. Maintains a teachers' hours.
11. Arrives on time for class, staff meetings and other scheduled activities.
12. Completes assigned tasks on schedule.
13. Manages routine business and record keeping efficiently.
14. Regularly establishes own professional development goals.
15. Shares materials, resources and ideas with peers.
16. Assists peers and others in identifying and solving instructional problems and seeks assistance from peers and others for the same.
17. Exhibits a positive attitude and refrains from non-constructive discussions or derogatory criticisms of students, parents, colleagues, and the school district in general.
18. Maintains confidentiality concerning information about students and their families.
19. Contributes to the maintenance of a building climate that is conducive to learning.

COMMENTS _____

Rating scale _____

THINGS TO WORK ON _____

STAFF MEMBER COMMENTS (Optional)

Evaluator's Signature and Date

Staff Member's Signature and Date

Signature indicates the staff member had had the opportunity to discuss this evaluation and has received a copy.

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