

8/15/94

AGREEMENT  
BETWEEN  
PENNFIELD BOARD OF EDUCATION  
AND  
SOUTH CENTRAL UNIFIED BARGAINING ASSOCIATION-PEA-MEA-NEA  
1993 - 1994

*Pennfield School District*

RESEARCH LABORATORY  
LABORATORY AND INDUSTRIAL  
RESEARCH DIVISION

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## AGREEMENT

This Agreement, entered into this 15th day of August, 1993, by and between the BOARD OF EDUCATION of the PENNFIELD SCHOOLS, hereinafter called the "Board," and the South Central Unified Bargaining Association, MEA/NEA, hereinafter called the "Association."

WITNESSETH;

NOW, THEREFORE, IT IS HEREBY AGREED, in consideration of the following mutual covenants, as follows:

### ARTICLE I RECOGNITION

Section 1: The Board hereby recognizes the Association as the exclusive bargaining representative, as defined in Section II of Act 379, Public Acts of 1965, for all full-time and regularly employed part-time certified teachers under contract with the Pennfield Public Schools, excluding the superintendent, assistant superintendent, high school principal, assistant high school principal, middle school principal, elementary principals, curriculum coordinators, assistant coordinators, the director of guidance and counselors, athletic director, substitute teachers, non-regularly employed part-time teachers, and all others.

Section 2: In accordance with past practice of the district non-regularly employed part-time certificated teachers shall be those teachers employed a lesser time without a written contract.

### ARTICLE II PAYROLL DEDUCTIONS

Section 1: Prior to September fifteenth (15th) of each year, any teacher who is a member of the PEA, or who has applied for membership, may sign and deliver to the Board an assignment authorizing deduction of membership dues of the PEA, including the NEA and the MEA. Pursuant to such authorization, the Board shall deduct one-tenth (1/10th) of such dues from the second regular salary check of the teacher each month for ten (10) months, beginning in September and ending in May of each year. The final deduction in June shall be taken from the first regular check of the month. Deductions for teachers employed after the commencement of the school year shall be appropriately prorated to complete payments by the following June.

Section 2: With respect to all sums deducted by the Board pursuant to authorization of the employee, the Board agrees to, within fifteen (15) days following deduction, remit to the PEA that portion allocated to the PEA and to remit the balance for both the NEA and the MEA to the Michigan Education Association, 1216 Kendale Boulevard, Box 2573, East Lansing, Michigan 48826-2573.

Section 3:

- A. Any bargaining unit member 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 first day of active employment shall, as a condition of employment, pay a Representation Benefit Fee to the Association, pursuant to the Association's "Policy Regarding Objections to Political-Ideological Expenditures" and Administrative Procedures adopted pursuant to that policy. The Representation Benefit Fee shall not exceed the amount of the Association dues collected from Association members. The bargaining unit member may pay such fee directly to the Association or authorize payment through payroll deduction, as herein provided. In the event that the bargaining unit member shall not pay such Representation Benefit Fee directly to the Association, or authorize payment through payroll deduction, the employer shall upon completion of the procedures contained in paragraph (c) and pursuant to MCLA 408.477; MSA 17.277(7) and at the request of the Association deduct the Representation Benefit Fee from the bargaining unit member's wages and remit same to the Association. The Association shall hold the Board harmless for any and all claims, demands, suits or other forms of liability by reason of action taken or not taken by the Board or its designated agent for the purpose of complying with the provisions of the Agency Shop Agreement herein contained. It is understood that the Association shall have the right to compromise claims which may arise under this save harmless clause.
- In the event there is a change in the status of the law, so that mandatory deduction from wages pursuant to the paragraph above is prohibited, the employer, at the request of the Association, shall terminate employment of a bargaining unit member that refuses to authorize the deduction of the Representation Benefit Fee. The termination of employment shall not occur until the procedures set forth in paragraphs (b) and (c) have been fully met. The parties expressly agree that failure of any bargaining unit member to comply with the provisions of this Article is just cause for discharge from employment.
- B. The Association has established a "Policy Regarding Objections to Political-Ideological Expenditures." That Policy (a copy of which is attached to this Collective Bargaining Agreement), and the administrative procedures (including the timetable for payment) pursuant thereto, applies only to non-union bargaining unit members. The remedies set forth in such policy shall be exclusive, and unless and until such procedures, including any administrative or judicial review thereof, shall have been availed of and exhausted, no dispute, claim or complaint by an objecting bargaining unit member concerning the application and interpretation of this Article shall be subject to the grievance procedure set forth in this Agreement, or to any other administrative or judicial procedure.
- C. The Association in all cases of mandatory fee deduction pursuant to MCLA 408.477; MSA 17.277(7) shall notify the teacher of non-compliance by certified mail, return receipt requested. Said notice shall detail the non-compliance and shall provide ten (10) days for compliance, and shall further advise the recipient that a request for wage deduction may be filed with the Board in the event compliance is not effected. If the teacher fails to remit the service fee or authorized deduction for same,

the Association may request the Board to make the deduction. The Board upon receipt of the request for an involuntary deduction shall provide the teacher with an opportunity for a due process hearing limited to the question of whether or not the teacher has remitted the service fee to the Association or authorized payroll deduction for same.

The provisions of Section 3 shall apply equally in the event discharge of the bargaining unit member is sought by the Association, if mandatory deduction is not permitted by law.

- D. Due to certain requirements established in recent court decisions the parties acknowledge that the amount of the fee charged to non-members along with other required information may not be available and transmitted to non-members until mid school year. Consequently, the parties agree that the procedures in this Article relating to the payment or non-payment of the representation fee by non-members shall be activated thirty (30) days following the Association's notification to non-members of the fee that given school year. In such event, it is agreed that the employee remains obligated for the entire annual representation fee.

Section 4: The PEA shall notify the teacher of non-compliance by certified mail, return receipt requested. Said notice shall detail the non-compliance 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.

- A. If the teacher fails to comply, the PEA may file charges in writing, with the Board; and shall request termination of the teacher's employment. A copy of the notice of non-compliance and proof of service shall be attached to said charges.
- B. The Board, only upon the receipt of said charge and request for termination, shall conduct a due process hearing on said charges. In the event of compliance at any time prior to discharge, charges may be withdrawn. The PEA, in the processing of charges, agrees not to discriminate between various persons who may have refused to pay the Professional Dues and/or Service Fee.

Section 5: With respect to all sums deducted by the Board pursuant to authorization of the employee, whether for Professional Dues or Service Fee, the Board agrees promptly to disburse said sums upon direction of the PEA.

Section 6: The PEA agrees to indemnify and save the School harmless from and against any and all claims, suits and/or any other form of liability that may arise out of or by reason of any action taken by the School in reliance upon or in compliance with the terms and provisions of this Article.

ARTICLE III  
ASSOCIATION AND TEACHER RIGHTS

Section 1: Pursuant to the Michigan Public Employment Relations Act, the Board and the Association hereby agree that every employee of the Board shall have the right freely to organize, join or support the Association and PEA 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 color of law of the State of Michigan, the Board undertakes and agrees that it will not directly or indirectly discourage, deprive or coerce any teacher in the enjoyment of any rights conferred by the Act or other laws of Michigan or the Constitutions of Michigan 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 or non-membership in the Association and PEA, his/her participation in any activities of the Association and PEA or collective professional negotiations with the Board or his/her institution of any grievance, complaint or otherwise with respect to any terms or conditions of employment.

Section 2: Nothing contained herein shall be construed to deny or restrict to any teacher rights he/she may have under the Michigan General School Laws or applicable civil laws and regulations. The rights granted to teachers hereunder shall be deemed to be in addition to those provided elsewhere.

Section 3: The PEA and its members shall have the right to use school building facilities after school hours for meetings. Bulletin boards and other established media of communication shall be made available to the PEA and its members. Supplies are to be furnished by the PEA.

Section 4: Duly authorized representatives of the PEA and their respective affiliates shall be permitted to transact official PEA business on school property after the regular school day has been completed.

Section 5: The Board agrees to furnish to the PEA, in response to reasonable requests, from time to time, all available information concerning the financial resources of the district, tentative budgetary requirements and allocations and such other information as will assist the PEA in developing intelligent, accurate, informed and constructive programs on behalf of the teachers and their students, together with information which may be necessary to process a grievance or complaint.

Section 6: The Board policy will be to inform the PEA on any new or modified fiscal budgetary or tax programs and construction programs. The Board representative and the Assistant Superintendent shall consult with the PEA on major revisions of curriculum which are proposed or under consideration and the PEA shall be given the opportunity to advise said person with respect to said matters.

Section 7: Wednesday evenings following the school day, until 6:00 p.m., shall be reserved for PEA business. No other meetings shall be scheduled on Wednesday evenings, except with the consent of the PEA.



Section 8. School Improvement:

- A. A District School Improvement Committee shall be established with the following membership:
1. One (1) teacher from each building elected by the building faculty;
  2. One (1) administrator from each building;
  3. One (1) School Board member;
  4. The Superintendent;
  5. High school students recommended by the high school staff;
  6. The PEA president;
  7. Parents chosen by the committee;
  8. Support staff chosen by the committee;
  9. The Director of Curriculum and Instruction; and
  10. One (1) special education teacher selected by the special education staff.

The committee shall select co-chairpersons from among the membership.

- B. The purpose of the committee shall be, but not limited to, addressing the following PA 25 guidelines:
1. The District's mission statement;
  2. Goals based on student outcomes for all students;
  3. Curriculum alignment corresponding with those goals;
  4. Evaluation processes;
  5. Staff development; and
  6. Building-level decision-making.
- C. The committee's decisions shall not violate this Agreement, the law, or Board policy.
- D. Participation in the District's restructuring school improvement process is voluntary. It is expected that each teacher will consider it his/her duty to participate in the restructuring and the school improvement process as part of their professional responsibility. Failure to participate in the District's restructuring will not be reflected in the teacher's evaluation.
- E. The chairperson of the Core Curriculum Subcommittee shall be determined by the committee as a whole.

ARTICLE IV

SCHOOL BOARD RIGHTS AND RESPONSIBILITIES

Section 1: The Board, on its own behalf and on behalf of the electors of the district, hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of Michigan and of the United States, including the right:

- a) To the executive management and administrative control of the school system and its properties and facilities and the activities of its employees.

- b) To hire all employees, subject to the provisions of the law and this contract, to determine their qualifications and the conditions for their continued employment or their dismissal or demotion; and to promote and transfer all such employees.
- c) To establish grades and courses 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.

Section 2: The Board of Education has responsibilities to its professional staff. It is the responsibility of the Board to establish policies which will enable the professional staff to give its best efforts to the job at hand, namely, the education of children. It means recognition and appreciation of good work; it means a salary plan which provides growth, an atmosphere of good will, esprit-de-corps, employment over a period of time, retirement, sick leave, financial incentive to improve professionally and leaves of absence for self and professional improvement. It shall further be the responsibility of the Board:

- a) To decide upon the means and methods of instruction, the selection of textbooks and other teaching materials and the use of teaching aids of every kind and nature as is being done cooperatively at present.
- b) To determine class schedules, the hours of instruction and the duties, responsibilities and assignments of teachers and other employees with respect thereto and with respect to administrative and non-teaching activities and the terms and conditions of employment as is being done at the present time.

Section 3: The exercise of the foregoing powers, rights, authority, duties and responsibilities by the Board, the adoption of policies, rules, regulations and practices in furtherance thereof and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this Agreement and then only to the extent such specific and express terms hereof are in conformance with the Constitution and laws of the State of Michigan and the Constitution and laws of the United States.

Section 4: If the Board of Education is charged with responsibilities, it also has rights.

- A. The Board of Education has the right to expect that the teachers have been reasonably well prepared in their preservice education for the specific assignment given them and that they intend to grow in service.
- B. The Board of Education has the right to expect teachers to be physically fit to teach.
- C. The Board of Education has the right to expect that the teachers will be competent to perform the tasks assigned to them. To this end the Board of Education employs an administrative staff to help teachers better perform the duties expected of them.

- D. The Board of Education has the right to expect that teachers will keep abreast of theory and practice in education in general and in their teaching fields in particular, just as people have a right to expect that physicians will continually study the latest developments in medical science.
- E. The Board of Education has the right to expect teachers to assume responsibilities of leadership in working with fellow teachers, other employees, board members and people of the community in attacking problems of education and of young people.

ARTICLE V  
DUTIES AND ASSIGNMENTS

Section 1: The primary duty of the teacher is to teach the students and facilitate their learning processes.

Section 2: Teaching shall include the teaching duties of:

- a) Instruction
- b) Guidance
- c) Discipline
- d) Safety
- e) Hygiene
- f) Care of Students

Section 3: The teachers' duties to the students are not confined to the classroom but extend to the school halls, the restrooms, the playgrounds or the school excursions away from the premises, as well as in the home classroom and individual classroom.

Section 4: All teachers shall be given written notice of their schedules for the forthcoming year no later than the preceding first (1st) day of June. In the event that changes in such schedules are proposed, all teachers affected shall be notified promptly and consulted. If a teacher is reassigned after July first (1st), and the assignment is not agreeable to the teacher, the Board consents to accept the teacher's resignation if the teacher so desires. This resignation must be submitted no later than seven (7) days after the re-assignment.

Section 5: Teaching assignments in addition to the normal teaching schedules during the regular school year, including adult education courses, driver education 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 the teachers regularly employed in the district.

ARTICLE VI  
WORKING CONDITIONS

Section 1: The following schedules shall be adopted for the school years 1993-94. However, should adjustments be necessary to accommodate changes in bus schedules, etc. the teacher's total work day will not exceed 7 hours and 45 minutes including the duty-free lunch period as specified in Section 4.

Central, Middle School and High School

|                 |           |
|-----------------|-----------|
| Teacher Arrival | 7:40 a.m. |
| Class Starts    | 8:30 a.m. |
| Class Dismissal | 2:55 p.m. |
| Teacher Leave   | 3:25 p.m. |

K-3

|                 |           |
|-----------------|-----------|
| Teacher Arrival | 7:35 p.m. |
| Class Starts    | 8:00 a.m. |
| Class Dismissal | 2:20 p.m. |
| Teacher Leave   | 3:20 p.m. |

Section 2: Teachers assigned to grades 4-12 may leave after the buses before holidays and any day a teacher is required to return for an evening meeting or other duties. In above cases, teachers assigned to grades K-3 may leave at 2:55 p.m.

Section 3: Unassigned preparation periods shall be as follows:

- a) Senior high school and middle school teachers shall have five (5) unassigned preparation periods per week during the student day equal in length to a regular teaching period.
- b) Fourth and fifth grade teachers shall have five (5), approximately forty (40) minute unassigned preparation time periods per week during the student day.

At Central Elementary teachers shall not be required to attend more than one curriculum-related meeting per week called by the administration.

- c) Kindergarten through third grade teachers shall have 185 minutes of unassigned preparation time per week during the student day.

At Purdy and North Pennfield teachers may not be required to attend more than two curriculum-related meetings per week called between 2:20 p.m. and 3:20 p.m. It is understood that on occasion elementary classroom teachers may have to cover their classes when noon hour supervisors are absent and cannot be reasonably replaced by substitutes. In such cases no additional compensation or other remedy can be expected, however, the administration pledges its support to seek substitutes when reasonably possible.

All Teachers: Assignment to a supervised study period shall be considered a teaching period for purposes of this Article. Time prior to the start of classes and after the end of student's classes are still part of the teacher's work day and will continue to be used as in the past.

Part-time Teachers: Salary, fringes and preparation time will be calculated per the attached Letter of Agreement.

Section 4: All teachers shall be entitled to a duty-free, uninterrupted lunch period, of not less than thirty-five (35) minutes.

Section 5: No departure from these norms, except in case of emergency, shall be made without prior consultation with the PEA. In the event of any disagreement between the representative of the Board and the PEA as to the need and desirability of such deviation, the matter may be processed through the professional grievance procedure hereinafter set forth.

Section 6: Parent-teacher conference time for students shall be scheduled in the fall near the end of the first marking period and the spring near the end of the third marking period. In the event not all parents can be scheduled into the regular school day, conferences will be scheduled at the convenience of the parent and teacher.

Section 7: The Board and the Association agree to the following maximum class sizes:

- DK Reasonable effort will be made to keep the maximum class size 18 students per teacher.
- K-3 Reasonable effort will be made to keep the maximum average per teacher per grade level to 28 students. Average to be computed by taking total K-3 enrollment and dividing by the number of classroom teachers.
- 4-6 Reasonable effort will be made to keep the maximum average per teacher per grade level to 30 students. Average to be computed by taking total 4-6 enrollment and dividing by the number of classroom teachers.
- 7-12 Reasonable effort shall be made to keep the maximum average class at 30 students per teacher per academic area, i.e. total math students divided by the number of classroom sections.

Non Academic Classes. The foregoing standards shall not be applicable to non-academic classes (e.g., physical education, instrumental music, etc.).

In the event that an individual class enrollment exceeds the above mentioned limits on the fourth Friday following Labor Day, from 1 to 5 students, the following may take place: (a) the teacher instructing the class may discuss

the enrollment excess with the building principal and/or counselor to seek resolution of the problem; (b) should the enrollment exceed 5 students per class and no resolution is found short of hiring an additional teacher, the Board agrees to provide teacher aides, interns, etc. as a way of relieving the overload.

Section 8 Least Restrictive Environment: It is recognized, both by the Association and the Board of Education, that educators are charged with the duty of educating all children, including those children identified as special education children. It is understood that IEP's are convened to best address the individual needs of a special education child so that that child might be placed in the least restrictive environment and achieve an education the same as any other child. Further, it is acknowledged both by the Association and the Board of Education that in some instances providing the educational services to a child with special needs requires special considerations of the classroom teacher and adjustments by other individual students in the classroom. It is further acknowledged that not only is this desirable it is required by law. The Board of Education will inform the classroom teacher of special education students and identify their special needs. A plan will be developed with parents and other members of the staff directly related to the student's needs to assist in providing the educational services of the District to the child. Each classroom teacher is expected to perform his/her duties professionally with regard to the needs of all children in his/her classroom including special education children.

Consideration for class size will be given when placing special education students in regular education classrooms.

The Board will provide necessary training to the classroom teacher to provide special instructional and emergency programs where identified and deemed necessary by the IEP or MDT.

This Section may be reopened for negotiation during the life of the contract if an unresolvable dispute arises.

## ARTICLE VII SICK LEAVE

Section 1: Teachers shall accumulate sick leave at the rate of one (1) day at the beginning of each semester and one (1) day per month beginning with the month of September in each school year and ending in June of each school year.

The maximum number of days of accumulation will be imposed only at the end of the school year so that normal accumulation for the current year may occur beyond 148 days during the school year.

Section 2: 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. However, said teacher must return at the start of a school year unless there is a vacancy at an earlier date for which said teacher is certified and qualified.

Section 3: Teachers shall report unavailability for work by 6:30 a.m. at a telephone number to be provided by the administration.

Section 4: In case of illness of the teacher's spouse, child, or parent who resides in the same household, a teacher may use five (5) days during the school year of his/her sick leave to assist in the care of the spouse, child, or parent who resides in the household. "Child" shall include step-child, spouse's child and foster child. Any additional time absent from work for this purpose will be taken as an unpaid leave of absence or personal business day(s).

Section 5: For those teachers becoming ill during the first semester and using more than their accumulated sick leave, payment shall be made at the end of the second semester retroactively for such absences provided they complete the second semester and have accumulated additional sick days under the provisions of Section 1.

#### ARTICLE VIII LEAVES OF ABSENCE

Section 1: A leave form must be submitted to and approved by the principal at least twenty-four (24) hours in advance of an anticipated leave day except in cases when the urgency of the leave is of such nature that twenty-four (24) hours advance notice is not practical. If the urgency of the leave is of such a nature that the request in writing is not practical, the teacher should contact the principal by phone or in person to obtain approval for the leave.

Section 2: The Principal must notify the teacher of approval or disapproval of the leaves as soon as possible within twenty-four (24) hours.

Section 3: Leave days, for purposes other than illness or disability shall be termed personal business days. Personal business days shall be limited to two (2) per year. Personal business days may not be taken on the day immediately before or after a holiday or vacation period unless with the approval of the Principal and Superintendent. In such case, pay may not be granted for the day.

- A. Requests for personal business days made to the Principal shall set forth the reasons for such requests. Such reasons shall be kept confidential granting same between administration and teacher. Personal business days shall not include days that could be classified as vacation days or PEA, NEA or MEA workshop, convention or training session days. The intent of the leave policy is to make it possible for teachers to be absent for legitimate purposes but not for pleasure or profit.
- B. Written notification of business leave shall be submitted in advance of the intended absence to the teacher's immediate supervisor for approval setting forth the reason for such request.
- C. Business leave shall be prorated for those teachers employed less than a full year or on a part-time basis.

Section 4: It is expected that all teachers will be in their buildings and on duty at the appointed time. If a teacher has not reported for work within twenty (20) minutes of his/her starting time and has not reported by telephone, pay may be withheld from the teacher. However, it is realized that there may be times when unusual or unforeseen circumstances will cause the teacher to be late or absent from the building for a short period of time. In such cases, the teacher must notify the Principal promptly in person or by telephone, if possible.

- A. The principal will decide if a substitute is needed. If no substitute is required, the teacher shall report to duty immediately upon arrival and there shall be no deduction of leave or pay.
- B. If a substitute is needed, the teacher will be notified by the principal. If a substitute is paid for one-half day, the teacher shall be charged with one-half day of leave. If the substitute is paid for one full day, the teacher may be charged with a full day of leave.
- C. Even though Speech Therapists, Band Directors, Vocal Music and Remedial Reading teachers are not replaced by substitutes, they may have leave days deducted if appropriate.

Section 5: Persons who are sent by the Board or Superintendent to represent the school at any state or national educational meeting may attend without loss of pay and will be paid their reasonable expenses.

Section 6: With the approval of the Superintendent, individual teachers may be permitted to attend meetings of organizations in their own field of work without loss of pay and with their substitute teachers paid by the Board of Education. The Board will approve reasonable expenses for such meetings, if properly arranged in advance.

Section 7: For the re-orientation of teachers who have been out of the teaching field for several years and for other teachers, upon the special recommendation of the Principals to the Superintendent of Schools, one (1) to three (3) days of visitation or other in-service training may be arranged and the cost of substitute teachers paid by the Board of Education.

Section 8: Pursuant to Section 1235 of the School Code of 1976, teachers who have been employed for seven (7) years may be granted a sabbatical leave for one (1) year without pay. A teacher, upon return from a sabbatical leave, shall be restored to his/her former position or to a position of like nature, seniority and status. Any period spent on sabbatical leave shall be treated as teaching service for the purpose of applying the salary schedule set forth in this Agreement.

Section 9: The Board shall grant a leave of absence without pay to any teacher to serve in a public office for a period not to exceed two (2) years. This leave may be extended for an additional two (2) year period upon written request and approval by the Board.

Section 10: Teachers returning from a leave of absence shall not suffer a loss of accumulated sick leave days.



Section 11: The Board shall grant to the PEA a total of six (6) days leave to be used by Association members designated by the PEA.

The PEA shall reimburse the School District an amount equal to the substitute salaries paid for each of the above six (6) days absence of the teacher or teachers absent.

ARTICLE IX  
FUNERAL LEAVE

Section 1: Each teacher shall be granted a leave for the purpose of attending the funeral of a member of his/her immediate family, as defined below, of up to three (3) days to include the day of the funeral. Additional days may be added at the discretion of the Superintendent.

- A. Immediate family includes present spouse, parents, mother-in-law, father-in-law, brother, sister, children, grandparents, brother-in-law, sister-in-law, and/or others living in the teacher's household for whom the teacher is responsible.
- B. Funeral leave days will not be deducted from accumulated sick leave. Days granted beyond the three (3) days funeral leave shall be deducted from accumulated sick leave.

ARTICLE X  
CHILD REARING/FAMILY MEDICAL LEAVE

Section 1: An unpaid leave of absence shall be granted to a teacher for the purpose of child rearing. Such leave shall only be taken within the twelve (12) month period immediately following the birth or adoption of a bargaining unit member's child. The length of leave under this paragraph shall not exceed twelve (12) months, renewable at the discretion of the Board.

Section 2: Where a bargaining unit member's spouse, child or parent has a serious health condition, an unpaid leave of absence shall be granted for a period of up to twelve (12) weeks, renewable at the discretion of the Board.

Section 3: A teacher adopting a child (children) or having a child (children) placed with him/her for foster care purposes shall begin his/her leave at any time between entry of a court order awarding custody and twelve (12) months after the child arrives in the home.

Section 4: In order to provide continuity within the classroom between pupil and teacher, the teacher shall notify the Superintendent in writing of his/her desire to take leave under this Article.

The letter requesting leave shall include the proposed commencement date of the leave and the date of return. Except in the case of an emergency, teachers shall give such notice at least thirty (30) days prior to the date on which the leave is to begin.

Section 5: In the case of an adoption or foster care placement, a copy of the order awarding custody to the teacher shall be provided to the administration if requested in connection with a teacher's application for leave for those purposes. When leave is taken under this Article to care for a teacher's seriously-ill spouse, child or parent, or due to the teacher's own serious health condition, the teacher will, upon administrative request, provide medical certification from a health care provider supporting the necessity for the leave.

Teachers taking leave under this Article for medical and/or psychological reasons shall provide, at the Board's request, appropriate verification of the necessity for leave and the teacher's fitness to return to duty at the conclusion of the leave. The Board has the right to require that a second opinion (at Board expense) be obtained. If that opinion differs from that of the teacher's health provider, the teacher's health provider, the teacher and administrator (in consultation with the Association, if requested by the teacher) shall mutually designate a third health provider whose opinion relative to leave eligibility or initial fitness to return to work shall be considered final and binding on the Board, teacher and Association. The cost of this examination shall be paid by the Board and the Association.

Section 6: All or any portion of a leave taken by a teacher because of a medical disability connected with or resulting from her pregnancy may, at the teacher's option, be charged to her available sick leave in accordance with state and federal laws.

Section 7: Upon return from an unpaid leave of absence, except as provided elsewhere, the teacher shall be reinstated to his/her former position or, if that position is not available, to a position which is substantially equivalent for which the teacher is certified and qualified.

Section 8: The Board and the teacher agree to cooperate in scheduling the return from leave at a time which minimizes disruption to the continuity of educational programming and service delivery.

Section 9: The Board of Education will continue premium payments for health care benefits up to twelve (12) weeks for a teacher who has been granted an unpaid leave under this Section. If the teacher fails to return from leave at its expiration (except in the event of the continuance, onset or recurrence of a serious health condition of the teacher or other circumstances beyond the teacher's control) the Board shall have the right to recover all premium payments made during the unpaid leave interval. These amounts may permissibly be deducted from any wage or other payments due the teacher, with any deficiency to be remitted by the teacher to the Board within five (5) days of demand.

ARTICLE XI  
WAGES

Section 1: The salaries for the life of the contract shall be as set forth in Appendix A.

Section 2: The extracurricular reimbursement for the life of the contract shall be as set forth in Schedules B-1 and B-2.

Section 3: Teachers may opt to receive their yearly salary on an every other week basis for twenty-six (26) pay periods with the right to receive their salary in a lump sum at the next regularly scheduled pay period following the last paycheck of the school year. Teachers may also opt to receive their annual salaries in twenty-two (22) equal pay periods (coinciding with the 26 pay periods) it being understood that the 22nd pay shall be on the payroll day next following the last day teachers are required to report for work for any given school year. Teachers must elect their option in writing and turn it in to payroll no later than August 1 (or at the time of hire for new employees) or the same pay arrangement will be continued for the next school year.

Section 4: Should an employee assume teaching responsibilities or other administratively assigned duties during his/her conference or preparation period, he/she shall be entitled to compensation in addition to his/her regular salary at the rate of \$20.00 per class period at grades 6-12, or \$20.00 per each 45 minute block of time at grades K-5 (45-minute block will be prorated). A teacher may volunteer to substitute for a colleague without compensation. Although the athletic director and counselors do not have specifically assigned preparation periods, they shall still be entitled to compensation under this Article. This Section is subject to Article VI, Section 3.

ARTICLE XII  
QUALIFICATIONS FOR RETIREMENT

A bargaining unit member, upon retirement, shall be entitled to \$100 per day for each day of accumulated unused sick leave with the District up to a maximum of 60 days. In order to be eligible for the foregoing benefit, the employee must submit proof that he/she has retired under the Michigan Public Schools Employees Retirement System, was under contract with Pennfield Public Schools at the time of retirement and had taught for at least 10 consecutive years in Pennfield Public Schools preceding retirement.

ARTICLE XIII  
VACANCIES AND PROMOTIONS

Section 1: 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. The application shall set forth the reasons for transfer; the school, grade or position sought; and the applicant's academic qualifications. Such requests shall be renewed once each year to assure active consideration by the Board.

Section 2: The Board declares its support of a policy of filling vacancies including vacancies in the supervisory positions from within its own staff. However, since promotion could result in placing a teacher in a supervisory position and hence excluded from the terms of this contract; the Board reserves the right to promote on the basis of its own judgment of qualifications and also to hire new employees for any opening or vacancy where they deem it in the best interests of the school.

Employees on layoff status who are certified and qualified will automatically be considered for vacancies (other than supervisory positions) and will be recalled in preference to hiring new employees. In filling vacancies among employees and/or those employees on layoff, those areas of consideration and standards contained in Article XXIV, Section 3, will be used.

Section 3: An involuntary transfer will be made only in case of emergency or to prevent undue disruption of the instructional program. The Superintendent shall notify the affected teacher and the Association of the reasons for such transfer.

Section 4: The Board of Education will post notices of any permanent vacancy in a teaching position or supervisory position for a period of not less than ten (10) school days prior to permanently filling a vacancy. The postings will be placed on the teacher bulletin boards throughout the school system. Posting during the summer months will be suspended, but the administration will notify, in writing, the president of PEA and one (1) person designated by the president of all vacancies and will make available a designated phone number connected to an answering machine, purchased by the PEA, which will announce vacancies.

ARTICLE XIV  
FRINGE BENEFITS

Section 1: Worker's Compensation. Any teacher who is absent because of an injury or disease compensable under the Michigan Worker's Compensation Law, shall receive from the Board the difference between the allowance under the Worker's Comp law and his/her regular salary for the duration of his/her illness, not to exceed ten (10) months with no subtraction of sick leave.

Section 2: Where a teacher is otherwise covered by SuperCare 1 or SuperCare 2 health insurance (either through a spouse employed by this District or another employer) the teacher shall not be eligible for Plan A but shall be eligible for Plan B.

Section 3: The Board of Education shall make available to each full-time teacher the following insurance. The Board will pay up to 125% of the 1992-93 rate.

MESSA-PAK A (for those requiring health insurance)

|                               |          |
|-------------------------------|----------|
| SuperCare 1                   |          |
| Delta Dental . . . . .        | D 004    |
| Vision Care . . . . .         | VSP-3    |
| Negotiated Life Insurance . . | \$35,000 |

MESSA-PAK B (for those not requiring health insurance)

Delta Dental . . . . . E 007  
Vision Care . . . . . VSP-3  
Negotiated Life Insurance . . \$45,000

If a teacher selects MESSA-PAK B and loses his/her health insurance coverage from elsewhere or through a change in status provided in Section 2, he/she shall be allowed to change to MESSA-PAK A immediately provided MESSA allows such a change without any increased cost until the next regular monthly premium due date.

Section 4: When a teacher has requested and been granted a L.O.A., he/she may continue to participate in the insurance program by making the necessary payments directly to the School District on a monthly basis.

Section 5: Part-time employees will receive fringe benefits in accordance with Board Policy 4141, which shall not be changed during the life of this contract.

In addition, the Board will pay one-half the premium for Vision Care for part-time employees.

ARTICLE XV  
ACADEMIC FREEDOM

Section 1: The parties seek to educate young people in the democratic tradition, to foster a recognition of individual freedom and social responsibility, to inspire meaningful awareness of and respect for the Constitution and Bill of Rights and to instill appreciation of the values of individual personality.

Section 2: Academic freedom shall be guaranteed to teachers and no special limitations shall be placed upon studying, investigating, presenting and interpreting facts and ideas concerning man, human society, the physical and biological world and other branches of learning, subject only to accepted local standards of professional educational responsibility.

Section 3: Freedom of individual conscience, association and expression will be encouraged and fairness in procedures will be observed both to safeguard the legitimate interests of the schools and to exhibit, by appropriate examples, the basic objectives of a democratic society.

ARTICLE XVI  
PROFESSIONAL IMPROVEMENT

Section 1: The parties support the principle of continuing training of teachers, participation by teachers in professional organizations in the areas of their specialization, leaves for work on advanced degrees or special studies and participation on community educational projects.

Section 2: Arrangements shall be made for at least one (1) in-service course, workshops, conferences and programs per year designated to improve the quality of instruction. Every effort will be made to obtain people of the highest qualification to participate in the presentation of such programs.

Section 3: Planning for in-service days will be a joint endeavor between the PEA and the administration.

Section 4: Professional Development Units may be earned by the teaching staff in the following manner: For each two (2) hours spent in activities outlined below one (1) PDU will be credited to the teacher. When three (3) PDU's are earned, the teacher will be paid ninety dollars (\$90) in the final check of the school year; when five (5) are earned, an additional sixty dollars (\$60) will be added; when ten (10) are earned, an additional one hundred fifty dollars (\$150) will be added; and when fifteen (15) are earned, an additional one hundred fifty dollars (\$150) will be added.

Hours earned between the 5 PDUs, 10 PDUs, and 15 PDUs will not be prorated. Maximum earned PDU's per year will be 15.

Activities begun after the final working day of each school year shall be counted toward the next year's total.

A. Hours may be earned in the following manner:

Core-curriculum Work

1. During the "summer" - non school time
2. Chairperson designated work outside "school day"
3. After 4:00 p.m. school day
4. Saturday

District School Improvement Team

1. During the "summer" - non school time
2. Chairperson designated work outside "school day"
3. After 4:00 p.m. school day
4. Saturday

Building School Improvement

1. During the "summer" - non school time
2. Chairperson designated work outside "school day"
3. After 4:00 p.m. school day
4. Saturday

Math/Science Center

1. Kit training after 4:00 p.m.
2. Non-stipend
3. Saturday
4. Summer

Staff Training

1. Evening training
2. Saturday training
3. Summer workshops
4. Non-stipend

B. PDU's would not be earned for the following:

- Open houses
- Release time during school day
- Honor's nights
- Graduate credit
- Conference nights
- Graduation
- Band-vocal concerts
- Plays
- Other normally scheduled activities
- When stipends are received

C. All PDU work must be approved by the principal and School Improvement Team prior to participation.

1. Forms to be signed by a SIT representative and building principal.
2. Budget will be kept by the building principal and reviewed with the building improvement team.
3. Budget will be reviewed with the Central Office the first week of each month.
4. District Team Chairperson expenses will not be charged to individual building.
5. District team member (CCC-District PA 25 team) will not be charged to individual building.

#### ARTICLE XVII PROFESSIONAL BEHAVIOR

Section 1: Teachers are expected to comply with reasonable rules, regulations and directions from time to time adopted by the Board or its representatives which are not inconsistent with the provisions of this Agreement, provided that a teacher may reasonably refuse to carry out an order which threatens physical safety or well-being or is professionally demeaning.

Section 2: A teacher shall at all times be entitled to have present a representative of the PEA when he/she is being reprimanded, warned or disciplined for any infraction of rules or delinquency in professional performance. When a request for such representation is made, no action shall be taken with respect to the teacher until such representative of the PEA is present, provided such representation is available for such purpose within three (3) regularly scheduled school days.

Section 3: No teacher shall be disciplined, reprimanded, reduced in rank or compensation or deprived of any professional advantage without just cause. All information forming the basis for disciplinary action will be made available to the teacher and the PEA on the teacher's request.

Section 4: Teachers shall be entitled to conduct their private and personal lives in regard to their professional employment without concern or evaluation thereof by the Board of Education. However, due to the nature of the profession and the influence that the school district has, as a whole, and particularly teachers individually upon the students and their continuing education beyond the school day as defined in this contract, the Board reserves the right to take such disciplinary action as it deems necessary when teachers so grossly conduct themselves in their private and personal lives as to bring discredit upon the school district as a whole or when such conduct adversely affects the student-teacher relationship. Any action taken by the Board of Education or its designated agent shall be subject to the grievance procedure except where specifically exempted therein.

ARTICLE XVIII  
CONTINUITY OF OPERATIONS

The Board, Association and each teacher recognizes that their primary responsibility is to the children of the district and declare that their mutual objective is to provide those children with a proper education. To that end, it is agreed that, during the life of this Agreement, they will not permit, cause or encourage any interruption, disturbance or interference with the continuous, normal education of such children by sanction, concerted activity or otherwise and that any difference of opinion or dispute which there may be between or among themselves will be resolved by the methods provided herein and not allowed to affect in any way the normal education afforded the children of the Pennfield School District.

ARTICLE XIX  
GRIEVANCE PROCEDURE

Section 1: A grievance shall be an alleged violation of the expressed terms of this contract. The following matters shall not be the basis of any grievance filed under the procedure outlined in this Article:

- a) The termination of services of or failure to re-employ any probationary teacher.
- b) The placing of a non-tenure teacher on a third (3rd) year of probation.
- c) It is expressly understood that the grievance procedure shall not apply to those areas in which the Tenure Act prescribes a procedure or authorizes a remedy (discharge and/or demotion).

Section 2: SCUBA shall designate one or more agents to handle grievances in this bargaining unit, and shall notify the Superintendent of the names of the agent(s). The Board hereby designates the Principal of each building to act as its representative at LEVEL ONE, as hereinafter described, and the Superintendent or his designated representative to act at LEVEL TWO, as hereinafter described.



Section 3: The term "days" as used herein shall mean days in which school is in session except that during the summer months when school is not in session, "days" shall mean Monday through Friday excluding holidays.

Section 4: Written grievances as required herein shall contain the following.

- a) It shall be signed by the grievant or grievants.
- b) It shall be specific.
- c) It shall contain a synopsis of the facts giving rise to the alleged violation.
- d) It shall cite the section or subsections of this contract alleged to have been violated.
- e) It shall contain the date of the alleged violation.
- f) It shall specify the relief requested.

Any written grievance not substantially in accordance with the above requirements may be rejected as improper. Such a rejection shall not extend the limitations hereinafter set forth.

Section 5: LEVEL ONE. A teacher believing himself/herself wronged by an alleged violation of the express provisions of this contract shall, within seven (7) days of its alleged occurrence, orally discuss the grievance with the building principal in an attempt to resolve same. If no resolution is obtained within three (3) days of the discussion, the teacher shall reduce the grievance to writing and proceed, within eight (8) days of said discussion, to LEVEL TWO.

Section 6: LEVEL TWO. A copy of the written grievance shall be filed with the Superintendent or his designated agent, as specified in LEVEL ONE. Within five (5) days of receipt of the grievance, the Superintendent or his designated agent shall hold a meeting with the grievant and/or the designated SCUBA representative at the option of the grievant to discuss the grievance. Within five (5) days of the discussion, the Superintendent or his/her designated agent shall render his/her decision in writing, transmitting a copy of the same to the grievant, the PEA Secretary, the building principal in which the grievance arose and place a copy of the same in a permanent file in his/her office.

Section 7: LEVEL THREE. If the decision of the Superintendent is unsatisfactory to the PEA and the teacher, they may proceed to appeal the decision to the State Employment Relations Commission as provided by law and its rules and regulations, provided such request is made to the Employment Relations Commission within eight (8) days after receipt of the Superintendent's answer in LEVEL TWO.

If no decision is reached with the assistance of the mediator at the meeting provided for at this Level, and the decision of the Superintendent as rendered in Section 6, Level Two, is to remain the same, and provided that decision is still unsatisfactory to the grievant and the PEA, the grievant may appeal the same to the Board of Education by filing a written grievance along with the

decision of the Superintendent with the officer of the Board in charge of drawing up the agenda for the Board's regularly scheduled meeting not less than two (2) days prior to the next regularly scheduled Board meeting. The Board will ask for and consider the mediator's recommendation and a copy will be made available to the grievant.

Section 8: LEVEL FOUR. Upon proper application as specified in LEVEL THREE, the Board shall allow the teacher or his/her Association representative an opportunity to be heard at the meeting for which the grievance was scheduled. Within one (1) month from the hearing of the grievance, the Board shall render its decision in writing. The Board may hold future hearings therein, may designate one (1) or more of its members to hold future hearings therein or otherwise investigate the grievance; provided, however, that in no event, except with express written consent of the Association, shall final determination of the grievance be made by the Board more than one (1) month after the initial hearing.

- A. A copy of the written decision of the Board shall be forwarded to the Superintendent (for permanent filing), the building principal for the building in which the grievance arose, the grievant and the Secretary of the Association.
- B. All documents, communications and records dealing exclusively with a grievance shall be filed separately from the personnel files of the participants.

Section 9: Should a teacher fail to institute or appeal a decision within the time limits specified or leave the employ of the Board, all further proceedings on a previously instituted grievance (except a claim involving a remedy directly benefiting the grievant regardless of his/her employment) shall be barred.

Section 10: The PEA shall have a right to initiate a grievance involving the right of a teacher or group of teachers without his/her or their express approval in writing thereon.

Section 11: All preparation, filing, presentation or consideration of grievances shall be held at times other than when a teacher or a participating PEA representative is to be at his/her assigned duty station.

Section 12: The Board agrees that no reprisals or adverse evaluation will be based upon the filing of or participation in grievances pursuant to this contract. Grievances shall not be considered included in the teacher's personnel file nor be used as a basis of reprimand, demotion or discharge.

Section 13: Forms for filing and processing grievances shall be the form set forth in Appendix C. The form shall be appropriately distributed so as to facilitate the operation of the grievance procedure.

Section 14: The grievant may be represented at any level by the designated SCUBA representative(s).

Section 15: Nothing contained herein shall be construed to prevent any individual teacher from presenting a grievance and having the grievance adjusted without intervention of the Association, if the adjustment is not inconsistent with the terms of this Agreement, provided that the Association has been given opportunity to be present at such adjustment.

ARTICLE XX  
NEGOTIATION PROCEDURES

Section 1: It is contemplated that terms and conditions of employment provided in this Agreement shall remain in effect until altered by mutual agreement in writing between the parties.

Nevertheless, because of the special nature of the public educational process, it is likewise recognized that matters may from time to time arise of vital mutual concern to the parties which have not been fully or adequately negotiated between them. It is in the public interest that the opportunity for mutual discussion of such matters be provided. Representatives of the Board and the PEA negotiating team will meet regularly one (1) day each month for the purpose of reviewing the administration of the contract and to resolve problems that may arise. These meetings are not intended to by-pass the grievance procedure.

Should such a meeting result in mutually acceptable amendment of the Agreement, then the amendment shall be subject to ratification by the Board and the Association, provided that the negotiating committee shall be empowered to effect temporary accommodations to resolve special problems.

Section 2: Neither party in any negotiations shall have any control over the selection of the negotiating or bargaining representatives of the other party and each party may select its representatives from within or outside the school district. While no final agreement shall be executed without ratification by the Board and the Association, the parties mutually pledge that their representatives will be clothed with all necessary power and authority to make proposals, consider proposals and make concessions in course of negotiations.

Section 3: If the parties fail to reach an agreement in any such negotiations, either party may invoke the mediation machinery of the State Labor Mediation Board or take any other lawful measures it may deem appropriate.

ARTICLE XXI  
STUDENT DISCIPLINE AND TEACHER PROTECTION

Section 1: Since the teacher's authority and effectiveness in his/her classroom are undermined when students discover that there is insufficient administrative backing and support of the teacher, the Board recognizes its responsibility to give all reasonable support and assistance to teachers with respect to the maintenance of control and discipline in the classroom. Reasonable support will include the services of guidance personnel, social workers, law enforcement officers, physicians, school diagnosticians and visiting teachers.

Section 2: It is recognized that discipline problems are less likely to occur in classes which are well taught and where a high level of student interest is maintained. It is likewise recognized that when discipline problems occur, they may most constructively be dealt with by encouragement, praise and emphasis upon the child's desirable characteristics. During the first week of each school year the administration will provide a copy of the Pennfield Schools' Board-adopted discipline policy and a copy of the District's suggested alternatives to corporal punishment to each member of the bargaining unit.

Section 3: A teacher may temporarily exclude a pupil from one class if the grossness of the offense, the persistence of the misbehavior, or the disruptive effect of the violation makes the continued presence of the student in the classroom intolerable. In such cases, the teacher will furnish the principal as promptly as his/her teaching obligations will allow, full particulars of the incident.

Section 4: Suspension of students from school may be imposed only by a principal or his/her designated representative. School authorities will endeavor to achieve correction of student misbehavior through counseling and interviews with the child and his/her parents when warranted.

Section 5: Any case of assault upon a teacher shall be promptly reported to the Board or its designated representative. The Board will provide legal counsel to advise the teacher of his/her rights and obligations with respect to such assault and shall render all reasonable assistance to the teacher in connection with handling of the incident by law enforcement and judicial authorities.

Section 6: If any teacher is complained against or sued as a result of any action taken by the teacher while in pursuit of his/her employment, the Board will provide legal counsel and render all necessary assistance to the teacher in his/her defense.

Section 7: Time lost by a teacher in connection with any incident mentioned in Section 6 shall not be charged against the teacher.

Section 8: The Board will reimburse teachers for any loss, damage or destruction of clothing or personal property of the teacher while in the process of disciplining a student.

Section 9: 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 personnel file unless such matter is promptly reported in writing to the teacher concerned. If any question of breach of professional ethics is involved, the Association shall be notified on request of the teacher.

#### ARTICLE XXII TEACHER EVALUATION

Section 1: The performance of all teachers shall be evaluated in writing in accordance with the following:

- a) Probationary teachers shall be evaluated in writing at least twice each year; once on or before December 1st and again on or before March 15th.
- b) Tenure teachers shall be evaluated in writing at least once each two-year period and prior to May 15th of that year.
- c) Should the administrator elect to forego the formal evaluation, the teacher may assume that his/her performance is satisfactory.

Section 2: Evaluation shall be conducted by the teacher's Building Principal and/or Assistant Principal or other full-time administrator assigned by the Superintendent.

Section 3: A teacher shall have knowledge as to when any observation or evaluation is being made. Formal evaluations, as specified in Section 1 above, shall be for a minimum of twenty (20) consecutive minutes. If isolated observations of the teacher's performance are to be used in overall evaluation or are to be considered in the recommendation for the noncontinuance of employment of any teacher, these instances shall be brought to the teacher's attention either by conference or written communication within five (5) days of the occurrence.

Section 4: A copy of the written evaluation shall be submitted to the teacher on the day of the observation or within five (5) days thereafter, one (1) to be signed and returned to the administration and the other to be retained by the teacher. In the event that the teacher feels his/her evaluation was incomplete or unjust, he/she may put his/her objections in writing and have them attached to the evaluation report to be placed in his/her personnel file. The teacher's signature shall not necessarily mean agreement with the contents of the evaluation, but that he/she has reviewed the material.

Section 5: The evaluation form may be reviewed during the school year by representatives of the Board and the Association to determine its validity and changes may be made as a result of such review.

Section 6: The final written evaluation report for each probationary teacher will be submitted to the Superintendent. A copy shall be furnished to the teacher and to the Association upon written request of the teacher. If a report contains any information not previously made known to and discussed with the probationary teacher, the teacher may submit additional information to the Superintendent. In the event a probationary teacher is not continued in employment, the Board will advise the teacher of the reasons in writing.

Section 7: Teachers shall have the right, upon request, to review the contents of their own personnel file, except confidential material contained therein such as college credentials and recommendations from previous employers. At the teacher's request, an Association representative may accompany the teacher in review of the file.

Section 8: Test results from the Michigan Assessment Test shall not be used as an evaluation tool to determine the quality of a teacher's service or fitness for retention.

ARTICLE XXIII  
STAFF REDUCTION

Section 1: In the event the Board shall determine the necessity to lay off teachers within the bargaining unit, it may determine the disciplines or areas of curricula to be affected. Notice of layoff shall be provided at least fourteen (14) calendar days prior to the effective date of layoff in accordance with the following procedures.

Section 2: When reducing staff the following provisions shall apply:

- a) Probationary teachers in areas to be affected shall be laid off first.
- b) Tenure teachers shall be laid off next. If a tenure teacher possesses qualifications and certification of a probationary teacher in other disciplines or areas of curricula not reduced, the tenure teacher shall be retained in favor of the probationary teacher in accordance with the Teacher Tenure Act.

Section 3: Tenure teachers will be laid off on the basis of qualification, certification, seniority and experience in the areas of curricula to be affected and majors and minors. Where certification and qualifications are equal, seniority shall govern; it being understood that experience in the area of the curricula may be used in determining qualifications.

- A. "Seniority" shall be determined as set forth in Section 4.
- B. "Certification" shall be as defined by the Department of Education.
- C. "Qualifications" shall be defined as:
  1. Grades K-6: Certification shall be sufficient. Specialized areas of art, music, physical education, counseling or special education require special endorsement by Department of Education.
  2. Grades 7 and 8: In grades 7 and 8, a major or minor or experience within the last five (5) years, will be required in at least a majority of the subjects to be taught. Specialized areas of art, music, physical education, counseling and special education will require special endorsement by the Department of Education.
  3. Grades 9-12: Certification as issued by the Department of Education and North Central Association of Colleges and Secondary Schools' standards. The Board in its sole discretion shall have the right to use previous teaching experience in the subject area to be taught in determining the most qualified teacher to be retained where both teachers are qualified otherwise. Teaching experience in the subject area shall govern over system-wide seniority.

Section 4: The administration will create a seniority list ranking each teacher and administrator from his/her last date of hire with adjustments for unpaid leaves of absence in accordance with Section G.

- A. All present employees (only) will be given credit on the seniority list for teaching or administrative service with Pennfield Public Schools prior to their last date of hire even though it may hereafter constitute a break in service (i.e. resignations which may have occurred when jobs were plentiful or maternity considerations prior to the present law).
- B. The seniority list shall include the teacher's or administrator's date of hire, adjustments thereto, and the State of Michigan certification.
- C. Date of hire shall be defined as the first date the teacher reported for work.
- D. Date of signature of contract will be used to break ties provided documentary evidence is available. In the event ties still exist, individual teachers still sharing the same date of hire shall participate in a drawing to determine position on the seniority list. The drawing will be conducted openly and at a time and place which will reasonably allow affected bargaining unit members and the Association to be in attendance.
- E. Part-time service will be counted as full-time service for purposes of seniority only so long as the part-time service is for regular employment for the full school year.
- F. Substitute service shall not accrue seniority unless such service was under contract (including letters of employment) with the Board.
- G. Time spent on unpaid leave of absence shall result in an adjustment of the bargaining unit member's seniority date according to the following formula:  
$$\frac{\text{Number of days on leave}}{\text{Number of days in school year}} \times \text{the number of calendar days in the year} = \text{number of days of adjustment to seniority date.}$$
- H. Effective with this Agreement, if a teacher's services are terminated or if the teacher retires or resigns, all previously acquired seniority will be lost. Unit members who are laid off pursuant to a necessary reduction in staff shall continue to accrue seniority as if employed full time.
- I. The initial seniority list established by the Board shall be subject to discussion and/or correction for thirty (30) calendar days after delivery to the Association. Any modifications shall be instituted during this thirty (30) calendar day period. At the conclusion of the thirty (30) calendar days, the resultant seniority list shall be the official seniority list. The Association and the Board shall thereby waive the right to retroactively change the status of any individual teacher's seniority.

Section 5: Each school year the administration shall provide the Association with a current seniority list in the month of November and provide adequate posting on appropriate teacher bulletin boards.

Section 6: Any teachers on lay-off shall be recalled in inverse order of lay-off provided the teacher shall be certified and qualified for the vacancy.

- A. The Board shall give written notice of recall from lay-off by sending a registered or certified letter to said teacher at his/her last known address.
- B. It shall be the responsibility of each teacher to notify the Board of any change in address. The teacher's address as last reported to the Board shall be conclusive when used in connection with layoffs, recalls or other notice to teachers.
- C. The teacher recalled shall respond in writing to the administration within ten (10) calendar days of receipt of the recall notice or in no event to exceed fifteen (15) calendar days from date of postmark on the letter. Failure to respond within the above time limits shall conclusively be deemed as resignation and the next eligible teacher shall be sent the notice. A copy of the recall notice shall be sent simultaneously to the President of the PEA.
- D. Teachers on lay-off shall retain their recall rights for a maximum of three (3) years from the date of notice of lay-off.

Section 7: It is understood that this Article shall in no way affect previously laid off employees as of the date of ratification of both parties.

#### ARTICLE XXIV CONFERENCE COMMITTEE

Section 1: A Conference Committee is hereby created for the purpose of administering the terms of the contract, keeping both parties informed of changes and new developments; keeping the staff of the departments operating at peak efficiency; and addressing potential problems in an effort to keep such matters from becoming major in scope. It is understood that the parties shall be free to discuss operational problems as they may arise as well as contractual matters.

Section 2: The committee shall consist of up to three (3) members designated by and including the superintendent and up to three (3) members designated by and including the association president.

Section 3: Either party can request a meeting of the Conference Committee. An agenda shall be submitted with the request; unless otherwise mutually agreed, matters taken up at the conference shall be limited to those on the agenda.

Section 4: The meetings shall be held at times and places mutually agreed upon within ten (10) school days of the date the meeting was requested.



Section 5: It is agreed that an attempt to resolve a matter through the Conference Committee in no way constitutes a waiver of the rights of the Association or of any employee provided under the grievance procedure or under any statute or other regulation. It is further agreed that during the period that the parties are endeavoring to reach a fair and reasonable solution to a problem, the time limitations for filing grievances on the matter are suspended provided all such grievances are identified in writing prior to such meetings.

Section 6: The parties shall mutually agree on minutes of each meeting.

ARTICLE XXV  
MISCELLANEOUS PROVISIONS

Section 1: 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 a written and signed amendment to this Agreement.

Section 2: Any individual contract between the Board and an individual teacher heretofore executed shall be subject and consistent with the terms and conditions of this Agreement and any individual contract hereafter executed shall be expressly made subject to and consistent with the terms of this or subsequent agreements to be executed by the parties. If an individual contract contains any language inconsistent with this Agreement, this Agreement, during its duration, shall be controlling.

Section 3: 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.

Section 4: 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. The Association shall have the right to bargain new contract provisions to bring the contract into compliance with the law.

Section 5: Copies of this Agreement shall be reprinted at the expense of the Board and presented to all teachers now employed, hereafter employed or considered for employment by the Board. All forms dealing with the application and/or execution of this contract shall be printed at the expense of the Board and appropriately distributed.

Section 6: The Board shall issue individual contracts by September 30 annually or within thirty (30) days of the conclusion of negotiation, whichever is applicable.

Section 7: School calendars shall be as set forth in Appendix E.

Scheduling of Parent-Teacher Conferences is referred to a committee for study and implementation. The committee is to be composed of four administrators and four teachers - first meeting not to be later than the 2nd week of September 1993.

Section 8: If a teacher shall become employed in a job over and above his/her teaching position and it affects the quality of his/her teaching or his/her standing in the community, his/her performance is subject to a joint review by the Board of Education and the Pennfield Education Association. However, the decision of the Board will be binding.

ARTICLE XXVI  
DURATION

Section 1: This Agreement shall be effective as of August 15, 1993, and shall continue in effect until August 15, 1994. This Agreement shall not be extended orally, and it is expressly understood that it shall expire on the date indicated.

PENNFIELD EDUCATION ASSOCIATION/SCUBA

Thomas E. Chisholm  
SCUBA President

MaryJane Hallaway  
PEA President

PENNFIELD BOARD OF EDUCATION

Durwood A. Booker  
President

Darrell E. Van Ubat  
Vice-President

Orville M. Stea  
Secretary

J. Ullrich  
Treasurer

Donald B. Pope  
Trustee

Dolores M. Shepard  
Trustee

Ted A. Brink  
Trustee

APPENDIX A  
SALARY SCHEDULE

1993-94

| <u>Step</u> | <u>BA</u> | <u>MA</u> |
|-------------|-----------|-----------|
| 1           | \$23,252  | \$25,489  |
| 2           | 24,175    | 26,494    |
| 3           | 26,286    | 28,251    |
| 4           | 27,162    | 29,761    |
| 5           | 28,293    | 31,262    |
| 6           | 30,232    | 33,389    |
| 7           | 31,641    | 34,923    |
| 8           | 33,048    | 36,455    |
| 9           | 34,450    | 37,991    |
| 10          | 35,858    | 39,523    |
| 11          | 37,607    | 41,442    |
| 12          | 39,720    | 42,984    |
| 13          | 40,817    | 44,943    |

Section 1: Five (5) years' experience will be allowed in schools other than Pennfield for new personnel.

Section 2: Due to the significance of the academic and administrative responsibilities connected with the position of Principal, no Principal may participate in any reimbursed extracurricular activity.

Section 3: A teacher expecting to obtain a Master's Degree prior to the start of any school year must notify the administration of his/her intent to obtain such degree on or before June 1 of the prior school year in order to receive the Master's Degree pay in the above salary schedule for succeeding school year. All transfers from the BA to the MA Degree will be made at the beginning of the school year.

Section 4: The Board of Education shall not reduce the premium currently being received by those Type A Special Education teachers, Social Workers and Speech Correction teachers in addition to the above salary schedule.

Section 5: In addition to the above salaries, the Board shall pay into the Teacher's Retirement Fund on behalf of each teacher an amount equal to five (5%) per cent of the teacher's annual gross earning to include those amounts earned under Appendix B of this Agreement.

Section 6: Part-time employees' salary schedules will be in accordance with Board Policy 4141, which shall not be changed during the life of this contract.

Section 7: Payment of longevity shall be as follows:

- a) Beginning in the 14th year of employment teachers shall be paid \$300 in addition to their appropriate salary.
- b) Beginning in the 22nd year of employment teachers shall be paid \$400 in addition to their appropriate salary.

SCHEDULE B-1  
COMPETITIVE EXTRACURRICULAR ACTIVITIES

1993-94\*

|                        |         |
|------------------------|---------|
| BASEBALL               |         |
| Varsity                | \$2,771 |
| Junior Varsity         | 1,800   |
| Freshman               | 1,663   |
| <br>BASKETBALL         |         |
| Varsity                | 3,693   |
| Junior Varsity         | 2,400   |
| Freshman               | 2,215   |
| Middle School          | 2,031   |
| <br>CHEERLEADING       |         |
| Fall                   | 1,154   |
| Winter                 | 1,154   |
| Middle School          | 635     |
| <br>CROSS COUNTRY      | 2,078   |
| <br>FOOTBALL           |         |
| Varsity                | 3,693   |
| Assistant              | 2,584   |
| Junior Varsity         | 2,400   |
| Freshman               | 2,215   |
| Middle School          | 2,031   |
| <br>GOLF               | 2,078   |
| <br>SOCCER             |         |
| Varsity - Boys         | 2,771   |
| Junior Varsity - Boys  | 1,800   |
| Varsity - Girls        | 2,771   |
| Junior Varsity - Girls | 1,800   |
| <br>SOFTBALL           |         |
| Varsity                | 2,771   |
| Junior Varsity         | 1,800   |
| Freshman               | 1,663   |
| <br>TENNIS             |         |
| Varsity                | 2,078   |
| <br>TRACK              |         |
| Varsity                | 2,771   |
| Assistant              | 1,940   |
| Middle School          | 1,523   |

VOLLEYBALL

|                |       |
|----------------|-------|
| Varsity        | 3,693 |
| Junior Varsity | 2,400 |
| Freshman       | 2,215 |
| Middle School  | 2,031 |

WRESTLING

|                |       |
|----------------|-------|
| Varsity        | 3,693 |
| Junior Varsity | 2,400 |
| Middle School  | 2,031 |

\*All amounts in this column are to be considered reimbursement per person hired.

SCHEDULE B-2  
NON-COMPETITIVE EXTRACURRICULAR ACTIVITIES

1993-94\*

|                                |        |
|--------------------------------|--------|
| ADVISORS                       |        |
| Freshman Class                 | \$ 508 |
| Sophomore Class                | 553    |
| Junior Class                   | 624    |
| Senior Class                   | 693    |
| Senior Coordinator             | 992    |
| Student Council                | 693    |
|                                |        |
| BAND                           |        |
| Director                       | 3,693  |
| Assistant                      | 2,584  |
|                                |        |
| CHOIR                          | 2,771  |
|                                |        |
| DEPARTMENT/GRADE HEADS         | 1,154  |
|                                |        |
| DRAMA (per play)               | 1,848  |
|                                |        |
| QUIZ BOWL                      | 1,154  |
|                                |        |
| FIVE-SIX ACTIVITIES            |        |
| Football                       | 693    |
| Basketball                     | 693    |
|                                |        |
| INTRAMURALS                    | 693    |
|                                |        |
| PUBLICATIONS                   |        |
| High School Newspaper          | 693    |
| High School Yearbook           | 1,384  |
| Middle School Newspaper        | 693    |
| Middle School Yearbook         | 693    |
|                                |        |
| P.A. 226                       | 1,154  |
|                                |        |
| School Improvement Chairperson | 1,154  |

\*All amounts in this column are to be considered reimbursements per person hired.

APPENDIX C  
Pennfield School District  
Grievance Report

- Distribution of Form  
1-Superintendent  
2-Principal  
3-Association  
4-Teacher

Submit to Principal in Duplicate

| Building | Assignment | Name of Grievant | Date Filed |
|----------|------------|------------------|------------|
|----------|------------|------------------|------------|

STEP I

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

B. Statement of Grievance and Relief Sought \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

C. Disposition by Principal \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Signature of Principal Date

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

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

STEP II

A. Date Received by Superintendent or Designee \_\_\_\_\_

B. Disposition of Superintendent or Designee \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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



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

D. Date \_\_\_\_\_ Signature \_\_\_\_\_

STEP III

A. Date Submitted to State Labor Mediation Board \_\_\_\_\_

B. Disposition of Grievance \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

C. Date of Decision \_\_\_\_\_

\_\_\_\_\_  
Signature of State Labor Mediation Board

STEP IV

A. Date Received by Board of Education or Designee \_\_\_\_\_

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

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

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

D. Date \_\_\_\_\_ Signature \_\_\_\_\_

NOTE: All Provisions of the current Master Agreement MUST BE STRICTLY OBSERVED  
IN THE SETTLEMENT OF GRIEVANCES.

APPENDIX D  
PENNFIELD SCHOOLS

Teacher Evaluation  
(Short Form)

This form will be used twice each year. There will be at least two visitations of a minimum of 20 minutes each. This short form is to be completed and discussed in a conference within 5 school days of the observation.

1. Physical setting of the room (conducive to learning, relevance of displays and bulletin board).
2. Pupil control and discipline (handles own discipline problems, fair and consistent, brings class to order at beginning of period).
3. Classroom management (well-planned lesson plans, maintenance of student interest and involvement; prepared with necessary materials).
4. Classroom personality (positive and enthusiastic attitude; confident decision making; tolerance of student viewpoints).
5. Knowledge of subject matter:
6. Technical skills (fluency, voice quality, poise, language usage, positive attitude and enthusiasm toward teaching).
7. Additional observations:

TEACHER COMMENT AREA

Date \_\_\_\_\_

Class Observed \_\_\_\_\_

Principal \_\_\_\_\_

Teacher \_\_\_\_\_

Teacher Evaluation  
(On-Going Form)

This form is to be completed each year. The comment space is divided to provide for a discussion of each area both fall and spring. The entire form will be completed by the end of the spring semester.

I. ORGANIZATION

- A. Classroom instruction (planning and scheduling for lessons, units and overall goals).
  
- B. Record keeping (cumulative records, attendance, grade book, health records, conferences where relevant).
  
- C. Materials and supplies (preparation for ordering, maintaining and using supplies and materials).

II. INTERACTION WITH STUDENTS

- A. Direction of student behavior (variety of techniques and methods; adequate and fair discipline; maintains appropriate self control; handles unexpected situations in a proper manner).
  
- B. Understanding and acceptance of individual differences and abilities (willing to accept students at their level; attempts to understand students).
  
- C. Evaluation of student performance (adequate measurement by a variety of means).
  
- D. Flexibility of instructional technique (variety of approaches toward instruction).
  
- E. Communication (encourages student feedback, provides for teacher-student communication, provides for and encourages student interaction/students show positive reaction towards instruction).

- F. Respect (maintaining professional relationship with students; has students' respect; nurtures pupil respect toward self and others).
- G. Physical fitness and vigor (regular in attendance; necessary stamina to do effective teaching).

III. INTERACTION WITH ADMINISTRATION

- A. Promptness (school records, reports and meetings).
- B. Initiative (self-directed; takes leadership role when need arises).
- C. Dependability (carries out assignments).
- D. Cooperation (tolerant of the viewpoint of others, makes decisions for the common good; adheres to school policies).
- E. Attendance (meetings, school, etc.).
- F. Communication with administrators.

IV. INTERACTION WITH PARENTS

- A. Communication and cooperation (regular, timely, variety of methods).
- B. Courtesy and tactfulness (considerate of parents' feelings and concerns; keeps privileged information confidential).

V. INTERACTION WITH STAFF

- A. Communication (actively participates in a two-way process).

B. Cooperation (shares ideas, materials, facilities, etc.; works for common goals; contributes to the feeling of unity and enthusiasm; respects ideas and feelings of others).

VI. PERSONAL APPEARANCE

VII. ADDITIONAL OBSERVATIONS

First Conference      Teacher Comment Areas      Second Conference

Date \_\_\_\_\_ Principal \_\_\_\_\_      Date \_\_\_\_\_ Principal \_\_\_\_\_

Teacher \_\_\_\_\_      Class Assignment \_\_\_\_\_  
Teacher \_\_\_\_\_      Class Assignment \_\_\_\_\_

Teacher signature indicates only that they have seen this form.

APPENDIX E

1993-94 SCHOOL CALENDAR

|                 |   |
|-----------------|---|
| August 25, 26   | Teacher orientation   |
| August 30       | First day of school for students  |
| September 6     | Labor Day - No school   |
| October 18      | In-service - No students  |
| November 4      | Parent/Teacher Conferences - 5:30-8:30 p.m. (K-12)  |
| November 5      | Parent/Teacher Conferences - 8:00-12:00 noon (K-12)<br>No students                        |
| November 25, 26 | Thanksgiving recess   |
| December 17     | ½ Day Students and Teachers - Winter Break Begins   |
| January 3       | School resumes  |
| January 21*     | Records Day - No students   |
| February 15     | In-service - No students (to be used for "School Curriculum")                             |
| March 30        | Parent/Teacher Conferences - (K-12) - ½ Day Students<br>1:00-4:00 p.m. and 6:00-8:30 p.m. |
| March 31        | ½ day students & teachers   |
| April 1*        | Good Friday - No school   |
| April 4-8       | Spring Break  |
| April 11        | School resumes  |
| May 30          | Memorial Day - No school  |
| June 9          | Last day for students - ½ day students, full day teachers                                 |
| June 10*        | Last day teachers   |

\*Contingency days.

It is understood that should combined State allowed contingency days and calendar contingency days not be sufficient, the Association and Board will determine appropriate days to meet the 180 day requirement. This calendar contains 180 student days and 187 teacher days.

POLICY REGARDING OBJECTIONS  
TO POLITICAL-IDEOLOGICAL EXPENDITURES

Upon timely objection, no individual required to pay a service fee to a local association affiliated with the Michigan Education Association (MEA) shall be required, through the payment of such a fee, to contribute to the financial support of an ideological cause or political activity unrelated to collective bargaining, contract administration, grievance adjustment and employee representation, which he/she opposes. An individual who, in compliance with the administrative procedures established by the Executive Director of Michigan Education Association, objects to the use of a portion of his/her service fee to support such an ideological cause or political activity shall be required to pay a reduced fee based upon a determination of the percentage of the MEA's annual expenditures for the prior year necessarily or reasonably incurred for the purpose of performing the duties of an exclusive representative of the employees.



OBJECTIONS TO POLITICAL-IDEOLOGICAL EXPENDITURES  
ADMINISTRATIVE PROCEDURES

**Step I**

During the fall of each fiscal year (September 1 to August 31), the Executive Director of the Michigan Education Association or his/her designee shall determine the amount of the MEA's total expenditures for the prior fiscal year that were expended on chargeable and nonchargeable activities. The Executive Director or his/her designee shall then calculate the reduced fee that an objector will be required to pay for the present fiscal year based on the prior year's expenditures. By November 10 of each year, or as soon thereafter as possible, the Executive Director shall make available to all non-union employees who are required to pay an agency fee information identifying the MEA's total expenditures for the prior year. These non-union members will be provided with information identifying the basis for the Local Association's, MEA's and NEA's reduced fee and an explanation of the procedure utilized by the MEA for collecting the total fee. The Local Association's reduced fee will be based on the chargeable activity percentage utilized in determining the MEA's reduced fee.

**Step II**

Within 30 days of the MEA providing the information identified in Step I, non-union members shall give written notice to the Executive Director of the non-union member's decision (1) to pay a service fee equal to dues, (2) pay the reduced fee as determined by the Executive Director, or (3) pay 100 percent of the reduced fee into escrow, and object to the reduced fee. An objection to paying the reduced fee must be renewed each fiscal year.

Upon receipt of the written notice objecting to the reduced fee calculation, the matter will proceed to the next step of this procedure.

### Step III

Within 30 days of the deadline for providing written notice objecting to the reduced fee, the MEA will initiate a procedure allowing the non-union member to challenge the fee before an impartial decision maker. If the Michigan Employment Relations Commission provides a means by which a reasonably prompt decision will be issued regarding the reduced fee, that procedure will be utilized. If MERC does not provide such a procedure, the procedure for Impartial Determination of Union Fees adopted by the American Arbitration Association will be utilized. Pending a decision by an impartial decision maker, the objector will be required to pay 100 percent of the reduced fee into an interest-bearing escrow account identified by the Executive Director.

### Step IV

Promptly after receipt of the decision by the impartial decision maker, the appropriate reduced fee shall be redetermined to the extent required by that decision.