

# Professional Agreement

Between the

Morenci Area School District

and the

Lenawee County Education Association,  
MEA, MEA/NEA

08/20/2008 – 08/19/2011

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

**Article I: Recognition**

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

**Article II: Definitions**

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

### Article III: Association Rights and Responsibilities

- A. Any teacher who is a member of the Association or who has applied for membership, may sign and deliver to the Board an assignment authorizing deduction of membership dues and PAC contributions in the Association, including MEA and NEA. Such authorization shall be on a form acceptable to both the Board and the Association and shall continue in effect from year to year unless revoked in writing between June 1st and September 1st of any year. Pursuant to such authorization, the Board shall deduct one-ninth (1/9) of such dues beginning in September and ending in May of each year. Deductions for teachers employed after the commencement of the school year shall be appropriately pro-rated to complete payments by the following May.
- B. All amounts deducted pursuant to the preceding paragraph shall be forwarded, along with a list of teachers from whom such deduction has been made. It shall be the Association's responsibility to account for and remit monies to any body other than the local group. The Board's responsibility in this matter terminates when deductions have been forwarded to the local designated Association officer.
- C. The Board agrees to make available within ten (10) working days to the Association upon its written request, all information, statistics and records which it has available and which may be reasonably necessary to make intelligent decisions relevant to negotiation, or necessary for proper enforcement of the terms of this Agreement.
- D. The Association shall be provided with a bulletin board in each building in place readily accessible to teachers for the posting of notices and other materials relating to Association activities. Such boards shall be clearly identified as Association bulletin boards and their upkeep and appearance shall be the sole responsibility of the Association. No material may be posted which is insulting or defamatory to any person or group.
- E. The Association shall have the right to have materials placed in the mailboxes of teachers. Such materials shall not be detrimental to the school district nor to any individual.
- F. School rooms shall be made available for Association meetings for teachers in the Association according to building use policy and after clearing through the appropriate office.
- G. The local Morenci Association shall have the right to use school equipment for preparing and duplicating information. The Association shall supply its own materials or pay for the reasonable cost of all materials and supplies incidental to such use. Such use shall be cleared through the appropriate administrator, so that there will be no interruption or interference with normal school operations.
- H. The Association or individual teacher may request that the Superintendent place on the agenda items for consideration. Such requests must be made in writing to the Superintendent no later than 4:00 p.m. four (4) days prior to the Board meeting. These requests will be placed in the proper area on the agenda.

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

A teacher's use of Internet/Intranet is appropriate under all of the following circumstances: support of academic program; telecommunications; Association activities; and reasonable personal and recreational usage to the extent that such does not violate any express prohibitions of this contract and does not interfere with a teacher's assigned duties and responsibilities.

It is understood a teacher will be released from liability for inappropriate acts committed by any one not authorized with regard to the Internet/Intranet.

The Board agrees not to cease a teacher's use of the Internet/Intranet due to unintentional violation of this provision.

A teacher will be given notice of any changes and/or policies regarding the Internet/Intranet prior to implementation.

Use of Internet shall not be mandatory for teachers, without appropriate training.

Teachers will receive a password that is kept in a confidential and safe location. The intent is to avoid access by third parties and students.

Teachers will be provided with virus protection and will not be liable for damage to the computer system caused by a virus.

P. Administrative Interviews

The Association will be participants in the committee to interview and to select the hiring of administrators and superintendent.

## Article IV: Agency Shop

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

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

- D. Any teacher who is a member of the Association, or who has applied for membership, may sign and deliver to the Board an assignment authorizing deduction of dues, assessments and contributions in the Association as established by the Association. Such authorization shall continue in effect from year-to-year unless revoked according to the procedures outlined in the MEA Constitution, Bylaws and Administrative Procedures. Pursuant to such authorization, the Board shall deduct one-ninth of such dues, assessments and contributions from the regular salary check of the bargaining unit member each month for nine (9) months, beginning in September and ending in May of each year.
- E. Due to certain requirements established in recent court decisions, the parties acknowledge that the amount of the fee charged to non-members along with other required information may not be available and transmitted to non-members until mid school year (December, January, or February). Consequently, the parties agree that the procedures in this Article relating to the payment or non-payment of the representation fee by non-members shall be activated thirty (30) days following the Association's notification to non-members of the fee for that given school year.



## Article V: Fair Practices

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

- B. The Board agrees to continue its policy of non-interference in the off-duty hours of teachers, and their full rights of citizenship, as long as such activities do not demonstrably interfere with their performance as teachers or impair their ability to effectively serve in the assigned position.

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

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

## Article VI: Management Rights and Responsibilities

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

## Article VII: Grievance Procedure

### Section 1 -- Definitions

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

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

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

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

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

#### **Step 1:**

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

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

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

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

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

#### **Step 4 -- Arbitration**

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

- A. The Association will notify the Board in writing, no later than ten (10) calendar days after its meeting with the Board.
- B. At the first official meeting of the Board of Education which is held after notice of intention to seek arbitration, the Board will appoint a representative to help select an arbitrator. If the parties cannot agree as to the arbitrator within five (5) calendar days the arbitrator shall be selected by the American Arbitration Association.
- C. The Board and Association shall not be permitted to present in such arbitration proceeding any new information or evidence not previously disclosed to the other party.
- D. The parties agree to be bound by the award of the Arbitration Panel and agree that judgment thereon may be entered in any court of competent jurisdiction.
- E. Powers of the Arbitration Panel. It shall be the function of the panel and it shall be empowered, except as its powers are limited below, after due investigation, to make a decision in cases of alleged violation of the specific articles and sections of this agreement.
1. It shall have no power to add to, subtract from, disregard, alter, or modify any of the terms of this Agreement.
  2. It shall have no power to establish salary scales or change any salary rate.

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

### **Section 3 -- Other Matters Pertaining to Grievances**

- A. The time limits provided in this article shall be strictly observed, but may be extended by written agreement of the parties. Absence of any participating party due to illness will cause the timelines to be extended one (1) day for each day of absence. In the event a grievance is filed after May 15, of any year and strict adherence to the time limits may result in hardship to any party, all parties shall use their best efforts to process such grievance prior to the end of the school term or as soon thereafter as possible.
- B. Failure at any step of the grievance procedure to communicate the decision on a grievance within the specified time limit shall permit the lodging of an appeal at the next step of the procedure. Failure to file or appeal a decision within a specified time limit shall be deemed a withdrawal of the grievance.
- C. Hearings and grievances held under the grievance procedure shall be conducted at a time and place which will afford a fair and reasonable opportunity for all persons, including witnesses, entitled to be present to attend. Every attempt will be made to schedule arbitrations on non-school attendance days. Failing in this scheduling effort, the parties will attempt to schedule witnesses around non-teaching time. If scheduling cannot be accommodated for said teacher then he/she shall be excused to attend without loss of pay.

- D. If a grievance arises from the action of authority higher than an employee's immediate supervisor, it may be initiated at the appropriate step of this procedure.
- E. No decision on, or adjustment of a grievance shall be contrary to any provision of this Agreement.
- F. No one but an employee covered under this Agreement, may avail themselves of the provisions of this grievance procedure.
- G. Notwithstanding the expiration of this Agreement, any claim or grievance arising thereunder may be processed through the grievance procedure outlined herein until its resolution.
- H. Only the Association may use the appeal procedures of Step 4.
- I. The following matters shall not be the basis of any grievance filed under the procedures outlined in this contract:
  - 1. Failure of the Board to follow teacher recommendation for school facilities.
  - 2. Failure of the Board to follow recommendations coming from teacher committees.
  - 3. Any matter subject to the procedures specified in the Teachers' Tenure Act (Act 4 of Public Acts, Extra Session, of 1937 Michigan as amended).
  - 4. Failure of the Board to reduce class size.
  - 5. The content of a teacher evaluation. However, a teacher may grieve an evaluation if the evaluation process was not followed and/or if the evaluation was conducted in an arbitrary or capricious fashion.

## Article VIII: School Calendar

- A. The Board agrees to meet with the Association for the purpose of discussing the school calendar for the next school year, prior to June 1. If no agreement has been reached by June 1, the County Calendar, subject to Paragraph B. below shall be the calendar.
- B. 1. The Morenci Area Schools calendar shall be generally based upon the county calendar as developed in cooperation with the Lenawee Intermediate School District. It shall provide for student instruction hours, teacher professional development days, and shall include three (3) teacher record days for teachers in trimester systems and a schedule for parent/teacher conferences. The minimum number of teacher duty days shall include hours of instruction and professional development days as set by the state aid act and/or law. The board will schedule additional days and clock hours of instruction only as necessary to meet minimum state requirements. These minimums shall be adjusted each year as required by the state aid act and/or law. Clock hours of instruction will also be followed as required by the state aid act and/or law. The Board and the Association agree to equalize student instructional hours evenly between trimester systems.
2. Whenever possible, state mandated instructional days will appear at the beginning and end of the school year.
3. The Board and the Association will meet to discuss subsequent years' bell schedule. The association will make this request by April 15 annually.
4. In the event additional instructional hours become necessary, the first hours to be used for makeup will be mid-winter break. The Board recognizes teachers make plans for non-duty mid-winter break day and cancellation of those plans impact a teacher's well-being.
- In order to insure the mid-winter break day remains as a non-duty scheduled day, timely notice is imperative. Therefore, if within two (2) weeks of mid-winter break, additional makeup hours are necessary, the mid-winter break will remain as scheduled. For example, if mid-winter break is scheduled for February 15<sup>th</sup> and on February 1 through February 14 it is determined additional makeup of hours are needed; makeup of hours will not be scheduled for the mid-winter break day of February 15<sup>th</sup>.
- The Board and the Association agree to equalize student instructional hours evenly between trimester systems when negotiating makeup student instructional hours.
- C. For the term of this Agreement, the school year for the next year shall be set forth in Appendix D by June 1, of each year.
- D. Teachers will not be required to report and shall receive their regular pay for scheduled hours of student instruction which are not held because of conditions not within the control of the school authorities, such as inclement weather, fires, epidemics, or health conditions as defined by City, County or State authorities.

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

Three (3) teacher records days for teachers working in trimester systems built in the calendar for teacher record days.

If additional hours are required to be made up, the Board and the Association will negotiate with the intent of agreement no later than April 1 annually.



## Article IX: Teaching Hours

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

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

Teachers assigned less than full-time will receive unassigned conferencing, duty-free lunch and preparation pro-rated to the amount of instructional time corresponding with the number of class periods/hours assigned.

### Counselors

Counselors may be required to work additional hours during the summer months when other Professional Staff is not scheduled to work. Counselors will be paid their per diem rate for such time and shall submit time sheets for those hours. The hours will be scheduled by agreement with the Counselor and the Building Principal.

### Elementary Planning Time

The elementary teachers will receive a three-hour block of planning time every other week that will be scheduled throughout the school year.

In the event of a "snow day" or school cancellation or teacher absence due to a school-related event, the building principal will reschedule the planning time within the next week.

In the event of a morning delay, the substitute teachers will be rescheduled for the teachers with morning planning time. However, the substitute teachers will report to the afternoon teacher's classrooms as scheduled. This will allow for equal planning time for all teachers.

If a teacher is absent on his/her planning block day, they will forfeit their plan time.

- B. Classroom teachers shall not be responsible for students during the time these students are assigned to teaching specialists, unless an emergency situation arises which would leave students without supervision. Students are not to be returned to the home room for disciplinary reasons nor are they to be deprived of the services of a specialist for classroom discipline.

- C. Teachers of music and art, librarians, special reading teachers, counselors and all special education teachers shall be provided with relief and preparation time to the same extent as other teachers in the district.
- D. No departure from these norms except in case of emergency, shall be made without prior consultation with the Association. In the event of any disagreement between the representative of the Board and the Association as to the need and desirability of such deviation, the matter may be processed through the professional grievance procedure.
- E. Administration shall have the right to adjust the class schedule when parent conferences, weather delays, assemblies or in-service sessions result in less than a full day of instruction.
- F. Daily preparation for effective teaching, correcting examination papers, themes, attending faculty meetings and similar activities require many hours of application outside of the classroom and add to the professional responsibilities of the teacher. In addition, demands are made for attendance at staff conferences, and the like, which demands can readily become excessive. It is accordingly agreed that if such unpaid extra-curricular activities shall exceed two (2) hours per week, six (6) hours per month, the Board shall pay the teacher for any services in excess thereof at the teacher's hourly rate.
- G. There will be two (2) parent-teacher conference sessions, one in the first trimester and one in the second trimester.
- All teachers will receive one day off with compensation after each parent-teacher conference.
- Parent teacher conference schedule and days off with compensation will be negotiated with the Association prior to implementation.
- H. Faculty meetings will not be scheduled on teacher record days when less than a full day is available for record keeping. When a full day is scheduled, faculty meetings will be avoided whenever possible and will not exceed thirty (30) minutes if scheduled.

## Article X: Teaching Conditions

- A. The parties recognize that class size is a factor in quality education. The Board will strive to attain a goal of 25 pupils in grades K-3, 28 pupils in grades 4-6 and 30 pupils in grades 7-12. Class size will be determined by the actual head count of pupils and not by full-time equivalent teachers per building/grade and/or per special programs.

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

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

Class size may be appealed through the administrative process.

- B. The Board recognizes that appropriate texts, musical instruments and materials, library reference facilities, maps and globes, laboratory equipment, audiovisual equipment, art supplies, athletic equipment, current periodicals, standard texts and questionnaires, and similar materials are the tools of the teaching profession. If any of these items are to be purchased, the teachers involved will be consulted.

The Board will make every effort to provide a teacher's desk with a lock, and a file cabinet with a lock. The Board will make every effort to provide a key to the teacher's assigned classroom prior to the first day of work of the school year.

- C. The Board and the Association mutually recognize the need of adequate teaching reference material, necessary teaching supplies, and equipment. Therefore, the Board of Education agrees to make available, within its financial means, all texts, supplies, and equipment necessary for the teachers to perform their assigned task of teaching.
- D. The Board shall make available in each school adequate lunchroom, restroom and lavatory facilities exclusively for school personnel use and at least one (1) room, appropriately furnished, which shall be reserved for use as a lounge.
- E. All long distance business calls shall be made with office authorization. Personal long distance calls will be made without charging to the district. A phone shall be made available to staff for making personal calls.
- F. The Association shall have the right to have vending machines installed in the teachers' lounge. These machines shall not be available to the students unless the Administration and the Association mutually agree.
- G. Adequate off street, paved and lighted parking facilities shall be provided, and properly maintained and identified for teacher use.

- H. Teachers shall not be required to work under uncomfortable, unsafe or hazardous conditions or to perform tasks which endanger the students or a teacher's health, safety, or well being. When the teacher feels that such a condition exists, such facts should be brought to the immediate attention of the appropriate Administrator. In the event the teacher feels the Administrator has failed to take the appropriate action, the teacher shall have recourse to grievance procedures to prevent such further conditions. The teachers shall not be required to work under uncomfortable, unsafe or hazardous conditions or to perform tasks which endanger a teacher's or the student's health, safety or well-being.
- I. The Board may employ teacher assistants to work in and around the school buildings. Teachers may be consulted regarding placement and assignments. Teachers to whom teacher assistants are assigned shall have input to their job descriptions, evaluation of effectiveness and recommendation for continued employment.
- J. Any teacher who has a medically fragile student who requires routine special care may, in his/her discretion, notify the building principal of the situation.

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

Teachers will not be required to perform personal hygiene for students.

- K. Committee for Adequate Yearly Progress under ESEA
1. Realizing the importance of adequate yearly progress under Elementary-Secondary Education Act/No Child Left Behind (ESEA/NCLB) Act, the Board wishes to encourage the involvement of teachers in a Morenci School Improvement Plan Committee for ESEA.
  2. In order to facilitate this action, the Committee will have at least one representative from each building and administration to review the failure of achieving adequate yearly progress and to study various remedies to resolve the failure of adequate yearly progress.
  3. The Board will notify the Association of the lack of adequate yearly progress. The Committee will make a recommendation to the Board of Education and administration.
  4. Association representatives to this committee shall be designated by the Association.

## Article XI: Professional Qualifications and Assignments

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

"Qualifications" shall be defined as meeting the State Department of Education certification requirements and the University of Michigan accreditation requirements or such other accreditation requirements as the Board may adopt and to satisfy Highly Qualified/Elementary, Secondary, Education Act/No Child Left Behind regulations.

For a senior high position, a teacher shall be considered qualified to teach in his/her major or minor field of study. For a middle school position, a teacher shall be considered qualified to teach his/her major or minor field of study and/or experience in the subject matter to be taught in the last seven (7) years and/or in all basic subjects, i.e. mathematics, science, English, and social studies. Staff members will be evaluated on all subjects taught. Teachers may apply to the Michigan Department of Education for a two-year extension to receive his/her professional certification. The Board will sponsor and support such teachers.

The Board will notify teachers of approaching expiration of certification. Notice will be one year prior.

Teachers not meeting highly qualified regulations under the Act shall be notified by the Board by May 1, annually. This will enable teachers to enroll classes/perform other methods to meet the Act regulations.

- B. All teachers shall be notified of their schedule for the forthcoming year prior to the close of school. No changes will be made later than two (2) weeks prior to the first day of work, unless an emergency situation develops. Then the change will only be for the remainder of the school year. The teacher shall be given the opportunity to return to his/her former position if it exists for a following year provided that move is feasible with current staff.

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

- C. Extra-curricular and instructional assignments in addition to the normal teaching schedule shall be made with the consent of the teacher. If a teacher accepts an extra duty assignment, and then desires to resign that position, they may resign only when a qualified person is found to take that obligation, but in no case will the obligation extend beyond the addition year from the termination of the current contract year.

- D. Teachers assigned less than full-time

1. Part-time staff who have a non-teaching period(s) scheduled between two teaching periods and/or preparation period shall be given the option of curriculum work, student supervision or other professionally related responsibilities for that non-teaching period(s) for which they will receive their regular compensation. The administration shall determine when the teacher's preparation period is scheduled.

2. Teachers assigned less than full-time may be expected to attend staff meetings, in-services/workshops and parent-teacher conferences the same as full-time teachers.
  3. The building principal will notify payroll these teachers will be paid their per diem pro-rated for such attendance, or the teacher may elect compensatory time.
- E. No current staff member will have his/her assignment reduced to accommodate a new position.
- F.
1. A bargaining unit member that has been recognized as highly qualified under the Act by Morenci school district or another Michigan school district as confirmed by the Michigan State Department of Education shall be recognized as highly qualified.
  2. The Board will facilitate bargaining unit members in becoming highly qualified through the review staff portfolios by a Morenci School Improvement Committee.
    - a. The committee will have one representative from each building and administration.
    - b. The committee will review bargaining unit member's portfolios. Bargaining unit members may submit a portfolio to satisfy highly qualified regulations under the acts. The committee will make a recommendation to the Board of Education and administration.
    - c. The recommendation will be implemented with mutual agreement of the Board and the Association.
    - d. Association representatives to this committee shall be designated by the Association.
- G. In the event a conflict arises for teachers assigned to two (2) or more buildings, the building principals involved will meet and communicate to such teachers which staff meeting, in-services/workshops and parent-teacher conferences to attend.
- H. Every effort will be made to hire a certified, qualified counselor when the counselor is absent for a period of four (4) weeks or more.

## Article XII: Vacancies, Promotions and Transfers

- A. The Board will consider the career interests and aspirations of its teachers. Requests by a teacher for transfer to a different class, building or position shall be made in writing, one (1) copy of which shall be filed with the Superintendent and one (1) copy shall be filed with the Association. The application shall set forth the reasons for transfer, the school, grade or position sought, and the applicant's academic qualifications. Such requests to be given active consideration, must be made by April 1, of the current school year.
- B. Summer postings will be sent to teachers who indicated by the end of the school year a desire to transfer to a position for which they are certified and qualified and have made a request as described in Paragraph A. Newly created positions or reinstated positions shall be sent to all teachers who are certified and qualified. The terms "certified" and "qualified" are defined per Article XVIII.
- C. The Association recognizes that when vacancies occur during the school year it may be difficult to fill them from within the district without undue disruption to the existing instructional program. If the Superintendent in his/her reasonable judgment so determines, such a vacancy may be filled on a temporary or tentative basis until the end of the normal school year at which time the position will be considered vacant. The Board retains the right to fill the position with the candidate of their choice.
- D. Whenever any permanent or newly created vacancy in a teaching or Administrative position in the district shall occur, the Board shall publicize the same by giving written notice of such vacancy to the President of the Association and the Association building representatives. The Board shall provide for appropriate posting on the teacher's bulletin boards in every building. It is the responsibility of the building principal and his/her appointed designee to assure vacancies are posted and remain posted during the posting period. The vacancy will remain posted for a period of fifteen (15) days and will not be permanently filled until the expiration date thereof.

If a vacancy occurs between August 1 and the opening day of school, the vacancy will be posted for a period of five (5) days and will not be permanently filled until the expiration date thereof. Postings that occur after the last work day in June and before the opening day of the school year will be U.S. mailed to every teacher at their home address. Teachers will notify the superintendent's office of any address changes.

Any teacher possessing the qualifications to apply for such vacancy may do so in writing to the Superintendent's office within the appropriate posting period. The Board agrees to give due weight to professional background and attainments of all applicants, length of service in the district class level, area of specialization, and other relevant factors. If a transfer becomes necessary due to the reduction or elimination of a grade level or department, the affected teacher(s) shall be transferred to a teaching position for which he/she is certified and qualified, if such a position exist.

The board will make every attempt to hire certified teachers for all positions.

If the board has to hire a non-certified employee due to no available certified candidates, the employee will be required to satisfy the same requirements as any new hire.

Bargaining unit members displaced due to ESEA/NCLB Act will be given hiring preference.

- E. Prior to a teacher being transferred the Board will explain the reasons for transfer to the teaching staff. Transfers will not be for punitive reasons, but due to loss of funding and/or reduction of pupils. When a transfer is necessary, the Board will seek volunteers. The Board will meet with the affected teachers prior to implementation of transfer for teacher input. Transfers will be placed in writing and given to the affected teachers by the end of the current school year. In the event of a teacher resignation/retirement/leave of absence after the end of the school year and prior to the beginning of the ensuing school year, the affected teachers to be transferred will be notified as soon as possible.
- F. Whenever a qualified member of the bargaining unit has occupied a position which has been abolished for any reasons unrelated to the qualifications or competency of the occupant, that member shall be given first opportunity to fill the position in the event it is re-established thereafter, their opportunity to be given, provided the Superintendent is allowed to temporarily fill the vacancy prior to the posting and bidding procedures.
- G. Any teacher who shall be transferred to an Administrative or Executive position and shall later return to teacher status shall be entitled to the same rights held under this Agreement prior to such transfer to supervisory or executive status.
- H. Teachers failing to exercise their rights of requesting a status change will forfeit their opportunity to change position for the current school year, as explained in Paragraph D. unless the position is new or an Administrative position.



## Article XIII: Leaves of Absence

### Section 1 -- Paid Leaves

- A. Paid Leave. At the beginning of each year, each teacher shall be credited with twelve (12) days leave allowance to be used for absences caused by the birth of a child, adoption, personal illness or disability and/or family illness or individuals living with the teacher and for business and personal leave. The unused portion of such paid leave allowance shall accumulate from year to year to a limit of one hundred thirty (130) days. Unused paid leave in excess of 130 days shall be paid at the substitute teacher daily rate of pay at the end of the school year. Unused paid leave shall be added to the accumulative paid leave at the end of the school year per Section C, 5, and those days shall be included when paying members who have accumulated paid days in excess of one hundred thirty (130) days per this section.

#### Paid Leave Bank

The Board will provide the usage of a paid leave bank to any teacher who has depleted his/her leave allowance.

Upon depletion of his/her leave allowance; any teacher may make application to the Association to utilize the paid leave bank. Utilization of paid leave bank shall be for catastrophic situations.

Monthly reports of the paid leave bank showing the number of days remaining will be provided to the Association by the Board.

Teachers may voluntarily donate day(s) to the bank when requested.

The Association and the superintendent or his/her designee will form and administer a Paid Leave Bank Committee to review and grant paid leave requests from the paid leave bank. The Paid Leave Committee will notify the Board when requests are granted. The bank will maintain no less than twenty (20) paid leave days.

Unused days remaining in the paid leave bank at the end of the school year will accumulate for the following school years.

1. The Board shall furnish a written statement at the beginning of each school semester setting forth the total of paid leave credit each teacher has accumulated.
2. (a) Each teacher shall notify the Administration by contacting the appropriate individual at a phone number which will be provided to them at the beginning of each school year of their intended absence, nature of leave (paid leave or funeral leave) the day and date of absence. Every effort will be made not to disturb a teacher while on a leave. A teacher would only be contacted if there is a good reason or an emergency. Each teacher shall give notification no later than 7:00 a.m. on the day of the absence.

- (b) In the event a teacher has advance knowledge of a period of disability, the Administration shall be notified as soon as possible after the teacher becomes aware of same. Such notification will include a written statement from the teacher indicating whether or not paid leave benefits are or are not to be paid during the absence as well as a certificate from the attending physician stating the anticipated commencement and duration of such disability, any restrictions on the work the teacher must perform, and the length of time such restrictions are applicable. In order to receive leave under this provision, whether paid or unpaid, the teacher will be expected to work until physically disabled and return to work as soon as physically able.
3. Doctor or dentist appointments shall normally be scheduled before or after school.
  4. After a teacher has been absent due to personal illness for five (5) consecutive working days or more, a teacher may be requested to visit a doctor chosen by the Board for an examination. Costs will be paid for by the board.
  5. If the Board's physician and the teacher's physician reports conflict, the teacher will be sent to a third physician. The third physician will be mutually agreed upon by the teacher and the Board. The third physician's report and decision will be final. Costs will be paid by the board.
  6. Accumulated paid leave time shall terminate upon severance or suspension of employment.

B. Funeral Leave

All teachers shall be granted five (5) working days with pay for a death in the employee's family and/or close friend. Family is defined as anyone who is related to a teacher and the definition of close friend is at the discretion of the teacher. Additional time off for traveling to said funeral may be granted by the Superintendent when the distance involved warrants such action.

C. Jury Duty and Court Appearance Leave

1. All school employees who are called to jury duty shall notify the Superintendent of Schools as soon as notice is received. Employees shall request the court to defer jury duty whenever possible to the summer months when the children are not regularly enrolled; the Superintendent will confirm such requests when necessary.
2. Employees who cannot obtain a deferment or whose employment extends through the summer months shall be released for jury duty. Such employees shall receive the difference between their regular salary and pay received for jury duty.
3. A teacher called involuntarily for jury duty during school hours or who is subpoenaed by the court system to testify during school hours in any judicial matter shall be compensated for the difference between his/her teaching pay and the pay received for the performance of such obligation.

D. Other Leaves with Pay

1. In the event that an employee suffers an injury or illness that is compensable under the Michigan Worker's Compensation law, the employee will be entitled to use paid leave in the same manner as if the injury or illness was not compensable under the Worker's Compensation; provided that said employee reimburse the employer the amount of wage continuation benefit received under Worker's Compensation for any week the employee receives paid pay from the employer. For any day that the employee receives paid pay from the employer and reimburses the employer for the Worker's Compensation received, the employee's paid leave shall be reduced only by the portion of a day equal to position of the employee's gross pay actually paid by the employer.
2. The Association shall be entitled to five (5) full teacher days of leave with pay, to be used for such Association business the President may designate subject to the following limitations:
  - (a) Such days are not to be used to take part in any protest, march, strike, or any other public demonstration-type activity.
  - (b) The Association must notify the Board not less than forty-eight (48) hours prior to such leave.

If a teacher serves in a state or national position for the association, the teacher will be granted paid release time to meet association responsibilities up to nine (9) work days per year.

- E. Once a request for absence is approved and substitutes hired, the teacher must take the time off or reimburse the school district for the substitute, except in the event the substitute can be cancelled or a school closing.

The teacher will not be held responsible to reimburse the school district for the cost of the substitute in the event of failures in the sub caller/calling system.

**Section 2 -- Sabbatical Leave**

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

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

- A. A Leave of Absence of up to one (1) year may be granted to any teacher, upon board approval, for the purpose of participating in exchange teaching programs in other school districts, states, territories, or countries; foreign or military teaching programs; the Peace Corps, Teacher Corps or Job Corps as a participant in such programs.
- B. A teacher who is unable to teach because of personal illness or disability and who has exhausted all paid leave available shall be granted a Leave of Absence without pay for the duration of the illness or disability, provided that such illness or disability does not extend beyond the individual teaching contract. The Board may renew such leave upon written request of the teacher. The Board agrees to pay the premiums for health insurance benefits for the duration of the individual teaching contract.
- C. Any member of the Association who is granted a leave under Sections A or B. for a period of one (1) year or less, shall be reinstated to his/her former position, if still in existence and if not, then to a position for which he/she is certified and qualified. Seniority and salary credit shall be granted if the leave is granted under Sections A or B.
- D. A Leave of Absence of up to one (1) year may be granted to any teacher, with Board approval, for the purpose of engaging in study at an accredited college or university, cultural travel or work program reasonably related to his/her professional responsibilities.
- E. A Leave of Absence of up to one (1) year may be granted to any teacher with Board approval for the purpose of serving as an officer of the State or National Association or on its staff.
- F. Leaves of Absence may be granted at the discretion of the Board for reasons other than those listed above when they are deemed beneficial to the employer and the employee.
- G. Teachers granted leave of absence in D, E, and F. shall be given the first opportunity to return to an opening for which they are certified and qualified. They will not gain seniority nor advance on the salary schedule for the duration of the leave.
- H. An employee may elect to receive an unpaid child care leave in addition to a paid leave under the provisions of Article XIII, Section 1, A above. The teacher shall comply with the application procedures for a temporary disability leave per Article XIII, Sec. 1, A and 2 b and in her notice to the Board no later than sixty (60) days prior to the approximate date of delivery, she shall clearly indicate whether or not she desires to combine both her paid and unpaid leave.
- If possible, the teacher's leave will begin at a time agreed to by her and the doctor. The leave will end at either the conclusion of a marking period or the end of the semester, whichever comes first.

## Section 4 – Other Leaves

### A. The Family Medical Leave Act (FMLA)

Pursuant to the Family and Medical Leave Act of 1993, a teacher who has been employed at least twelve (12) months and worked at least 1,250 hours during the prior 12-month period is entitled to twelve (12) work weeks of leave during any 12-month period without pay but with group health insurance coverage maintained for one or more of the following reasons:

- a. due to the birth of a teacher's child and/or in order to care for the child;
- b. due to the placement of a child with a teacher for adoption or foster care;
- c. due to the need to care for the a teacher's spouse, child, or parent who has a serious health condition; or
- d. due to a serious health condition that renders a teacher incapable of performing the functions of his/her job.

A "serious health condition" is defined by the law as an illness, injury, impairment, or physical or mental condition that involves (1) in-patient care in a hospital, hospice, or residential medical care facility or (2) continuing treatment by a health care provider. Other conditions of the Family and Medical Leave Act shall apply to leaves in this section.

Eligible teachers are entitled up to twelve (12) weeks during what would otherwise be an unpaid leave of absence.

The twelve (12) month period will be measured forward from the date the teacher's first FMLA leave begins (i.e., the "leave year" is specific to each individual teacher.)  
A teacher will elect whether or not to utilize paid leave allowance during FMLA leave.

### B. Active Military Duty

Leave of Absence: An unpaid leave of absence shall be granted to any teacher who (1) is called up to active duty, or (2) is drafted for active military duty, or (3) enlists for active military duty in any branch of the armed forces or Coast Guard of the United States while a call-up of military reserves or a draft is in effect. The leave of absence shall be automatic; however a teacher shall provide the Board as much notice as possible (the parties understand that national security considerations may delay notice of a call-up order).

A teacher must receive a full week's pay for any workweek in which he/she works a portion of the week, thus a teacher called-up in mid-week is entitled to a full week's pay.

Duration: The duration of the leave shall be for the duration of the call-up, induction (draft) or enlistment plus, if requested by a teacher, a period of time up to a duration equal to the balance of the school year.

Compensation & Benefits: The Board shall continue any and all contractual rights and benefits for a teacher and his/her family as if a teacher was actively working during any leave of absence granted pursuant to the above provisions and continuing through the end of the month following the month in which the period of active duty ends; including but not limited to the following provisions:

- a. A teacher shall be paid the difference in pay between (1) the amount he/she would have received had his/her active employment not been interrupted by active duty and (2) his/her military pay minus any hardship or combat amounts.
- b. Seniority, salary schedule experience, leave day accrual and all other contractual rights shall continue to accrue as if a teacher was actively working for the school district.

Additional Benefits: The Board shall reimburse a teacher for the cost of a teacher's Service Members' Group Life Insurance (SGLI) coverage in the amount of \$250,000. A teacher shall submit a request for reimbursement with documentation of the monthly premium amount. At a teacher's option, the reimbursement request may be submitted monthly or for any number of months at a time.

Return to active employment: Michigan law requires that a teacher notify the Board of a teacher's intent to return to work within 15 days following completion of military service of any duration. A teacher is not required to return to work within this time frame but must give notice of intent to return as stated above. A teacher shall have the right to return to active employment immediately upon return from active duty or at any time thereafter up to the start of the school year immediately following the end of his/her period of active duty.

Upon return to work the returning teacher steps back on the seniority escalator at the step he/she would have occupied if continuously employed with no intervening military service.

Training: If a teacher attends the annual training for reservists or active duty training on a workday, a teacher shall be considered and treated as being on an unpaid leave of absence. A teacher shall notify his/her immediate supervisor of these training dates no later than the workday prior to the training date.

Additional rights: The rights above shall be considered to be in addition to any other rights provided by law.

#### C. Administrative Leave

In the event a Morenci teacher is promoted to a Morenci administrator, his/her seniority continues to accrue as if the administrator was actively working as a teacher.

Upon return to a teaching position through the posting process the returning teacher steps back on the seniority and salary escalator at the step he/she would have occupied if continuously employed with no intervening administrator position.

This provision will be grandpersoned for present qualifying administrators.

#### D. Short Term Disability

Teachers may purchase short-term disability benefit.

The Board will allow teachers to freeze their paid days in order to use their short-term disability benefit.

The Board will maintain the teachers present health insurance benefits while their paid days are frozen and while using their short-term disability benefit.

**Article XIV: Academic Freedom**

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

## Article XV: Teacher Evaluation

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

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

Teachers assigned to two (2) or more buildings will be evaluated by the building administrator for classes taught in the corresponding building.

The board will make every effort to employ evaluators who are former, certified teachers and/or have completed training to evaluate teachers.

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

The evaluation form contains the evaluative criteria. See Appendices G and H for a copy of the evaluation forms for K-12 and counseling staff. In the event the Board employs a librarian, the association and the board will negotiate the librarian's evaluation form and add to this contract.

Evaluations and observations will be based on identified strengths and weaknesses. Evaluations will not be used for punitive reasons or for discipline action.

### C. Procedure.

1. All non-tenured teachers will be notified in writing within the first twenty (20) working days of the school year if they are to be evaluated during the current school year. Tenured teachers will be notified in writing within the first twenty (20) working days of a trimester if they are going to be evaluated during the current school year. See Appendix K.



Probationary teachers shall be evaluated at least twice during the school year.

These evaluations shall normally take place prior to the end of the first trimester, and prior to the end of the second trimester, and prior to the end of the last trimester.

These evaluations shall normally take place prior to November 1st in the first trimester and prior to February 1st in the second trimester. First year probationary teachers shall receive at least one (1) additional evaluation which shall be conducted no later than the end of March and they shall be so notified prior to the evaluation.

To begin the evaluation cycle, the evaluator will hold a pre-evaluation conference to review evaluation process. See Appendix K.

### Tenure

Teachers new to the teaching profession are required by the teacher tenure act to work four (4) full teaching years in a probationary period in order to be recommended for tenure.

Teachers who received tenure in another district and are employed by another school district are required by the teacher tenure act to work up to two (2) full teaching years in a probationary period in order to be recommended for tenure.

Tenure teachers shall be formally evaluated before May 15th at least once every three (3) academic years. However, observations will be allowed after May 15, and the teacher shall be notified, in writing, that his/her evaluation is being continued.

Tenure teachers' evaluations will be based on the current school year and not a cycle spanning three (3) years. Any teacher may be evaluated more frequently and the evaluator will give notice, in writing, at the beginning of the school year that he/she is being evaluated.

### Individual Development Plan (IDP)

Tenure teachers with an unsatisfactory evaluation will be placed on an IDP. Probationary teachers new to the teaching profession will be placed on an IDP the first four (4) years of teaching. The probationary teacher shall elect whether or not his/her mentor will be involved in meetings regarding the IDP.

New teachers will not be expected to take on more additional duties than tenure teachers. The IDP will allow for prevention before problems begin. The IDP will include a maintenance factor to help new teachers to sustain best practices demonstrated in the hiring interview.

The IDP for all teachers will identify goals individualized to meet the needs of the teacher. It will be created and structured with the intent of success to promote professional growth. The process will allow suggestions from the teacher to attain the goals and methods to attain those goals. The IDP will be explained to and discussed with the teacher at a conference called by the evaluator for that purpose.

IDP form for tenured teacher is Appendix I and IDP form for non-tenured is Appendix J.

Any charges concerning the professional competence of a tenure teacher arising out of the evaluation process shall be filed with the Board by April 30.

2. Teachers teaching in more than one (1) building will be evaluated in each building. A tenure teacher may be formally evaluated in different buildings in alternate years.

3. Observation Process

Evaluations shall be based upon at least one-half hour of formal observation(s), together with such informal observations as may be deemed relevant by the evaluator. The evaluator may make several visits to a classroom prior to writing an evaluation, however, written comments shall be given to the teacher within five (5) working days after each formal observation. A copy of these written comments may be placed in the teacher's file until the evaluation is written. If either the teacher or the administrator is absent on the days following an evaluation observation or if school is closed, then the days shall be extended in proportion to the days absent.

At least two (2) of the four (4) classroom observations will be conducted at optimum times of the teaching day. Optimum times are defined when meaningful teaching occurs. Observations will not be held before, during or after holidays, during a special school event, and/or the two (2) weeks at the beginning or at the end of the school year.

At least two (2) formal observations, sixty (60) days apart, each probationary year will be held and the annual teacher evaluation will include these observations and the IDP outcomes.

At least two (2) formal observations, sixty (60) days apart, will be held for a tenure teacher and the annual teacher evaluation will include these observations.

Evaluations will be based on first-hand observations by the evaluator.

4. Evaluations shall be presented within ten (10) working days after the final observation to the teacher by the evaluator and discussed at that time. The teacher shall, upon completion of joint review, sign all copies of the evaluation.
5. Signing an evaluation or any other material in the teacher's file such as that discussed in this section indicates merely that the teacher acknowledges that a copy of the evaluation or material has been received and has had an opportunity to examine it or discuss it. In the event that a teacher disagrees with an evaluation or feels that the material in their file is inappropriate or in error, the teacher may so indicate at that time of signing. If a teacher refuses to sign the evaluation, the evaluator may schedule another conference with the teacher and an Association representative will be present. In the event a teacher is not satisfied with the evaluation, he/she may after signing or is in receipt of the evaluation, (1) submit a written rebuttal within ten (10) working days, (2) file a grievance or (3) submit a written rebuttal at the end of the grievance process.

6. All monitoring or observation of teachers shall be conducted openly by the evaluator. The use of eavesdropping, closed circuit television, public address or audio systems and similar surveillance devices shall be strictly prohibited without approval, in advance by the teacher being observed. Informal observations that may become a part of an evaluation shall be presented to the teacher in writing within two (2) working days of the observation.
7. No evaluation shall unduly interfere with the normal teaching-learning process.
8. If an evaluator finds a teacher lacking, the reasons therefore shall be set forth, the evaluator shall identify ways in which a teacher is to improve and shall suggest specific source of assistance for the teachers. Failure to note specific deficiencies within the next two (2) subsequent evaluations shall establish a rebuttable presumption\* that improvement has taken place. The failure of a teacher to seek or avail himself/herself of assistance which is made available to him/her may be noted as a deficiency on subsequent evaluations. \*(SEE ADDENDUM A.) Tenure teachers with an unsatisfactory evaluation will be placed on an IDP. See Appendix I.
9. A copy of the Criteria of Evaluation (as promulgated pursuant to Article XV, Section B) shall be provided to each teacher who is to be evaluated. The Criteria of Evaluation will be the evaluation form. See Appendices G and H.
10. Each year a copy of the Superintendent's recommendations as to whether teachers should be advanced to tenure status, offered additional probationary status, or denied a contract for the ensuing year, shall be furnished to the Association and the teacher, prior to being acted upon by the Board. If the recommendation contains any justification or information not previously made known to and discussed with the probationary teacher, the teacher shall have an opportunity to submit additional information for consideration.
11. Except in extenuating circumstances, failure of the Administration to complete the evaluation of a teacher, or failure to review the evaluation with the teacher and/or allow him/her to attach his/her comments as provided, or failure of the Board to permit a teacher to seek correction of an evaluation or elimination of materials from his/her file through the grievance procedure shall result in restoring any teacher, against whom action has been taken, to full teaching status.
12. With forty-eight (48) hours advance notice, each teacher shall have the right, upon request, to review the contents of the personnel file. A representative of the Association may, at the teacher's request, accompany the teacher in this review. The review shall be made in the presence of the administrator responsible for the safekeeping of these records. Privileged information such as credentials and related personnel reference normally sought at the time of employment are specifically exempted from review. The teacher shall be notified of and have the right to examine any other material filed and shall acknowledge that an opportunity to read the material has been given.

Teachers will be notified immediately if a third party is requesting his/her personnel file and/or personnel records through the Freedom of Information Act (FOIA).

## Article XVI: Professional Behavior

- A. Teachers are expected to comply with reasonable rules, regulations and directions from time to time adopted by the Board or its representatives which are not inconsistent with the provisions of this Agreement, provided that a teacher may reasonably refuse to carry out an order which threatens physical safety or well being.
- B. The Association recognizes that abuses of paid leave or other leaves, chronic tardiness or absence, willful deficiencies in professional performance, or other violations of discipline by a teacher reflect adversely upon the teaching profession and creates undesirable conditions in the school building. The Board shall notify the teacher in writing of alleged delinquencies and indicate expected correction. The Board will follow the principles of just cause in the discipline of a teacher. Alleged breaches of discipline shall be promptly reported to the offending teacher and the Association will use its best efforts to correct breaches of professional behavior by any teacher and, in appropriate cases, may institute proceedings against the offending teacher.

If the disciplinary action is not corrected and teacher does not meet the expectations of the Board, the Board will place a tenure teacher on an IDP before instituting any proceedings against the offending teacher. The IDP process is laid out in Article XV, Teacher Evaluation.

- C. A teacher shall at all times be entitled to have present a representative of the Association when he/she is being reprimanded, warned or disciplined for any infraction of rules or delinquency in professional performance. When a request for such representation is made, no action shall be taken with respect to the teacher until such representative of the Association is present, except that the teacher may be excused from the classroom and sent to the office or lounge to await his/her representative.

Association representation will be for disciplinary meetings and/or meetings that may lead to discipline. Association representative(s) will be at the choice of the teacher. The meeting will be reasonably postponed until Association representatives(s) is (are) available. The teacher will be given the nature of the meeting prior to meeting.

- D. Should the Board terminate the employment of a teacher based on just cause, the Association will carefully review the body of evidence before making a decision on whether or not to appeal through the Tenure Commission and/or another body of judgment.

## Article XVII: Professional Improvement

- A. The parties support the principle of continuing training of teachers, participation by teachers in professional organizations in the areas of their specialization, and participation in community educational projects.

New teachers will be provided fifteen (15) days for professional development within his/her first three (3) years of initial teaching employment. All teachers will be provided an additional five (5) days or more, if state-mandated, for teacher professional development annually. The Board and the Association will mutually develop professional development in-service annually.

- B. A teacher may make application through his/her principal for leave time and expenses to attend professional conferences. Granting of these privileges shall be subject to approval and shall be limited by funds made available for this purpose. Teachers will, upon request, submit a written report regarding such conferences.

C. Tuition Reimbursement

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

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

2. Verification. The superintendent must receive written verification from the accrediting college or university of satisfactory completion (with a grade of "B"/3.0 or higher) of all credit hours earned during the previous school year and summer, by October 30th, or as soon as possible.

3. Rate of Reimbursement. If a scholarship, fellowship, or grant does not pay full tuition, the Board will reimburse up to the maximum, as defined below.

Board will reimburse up to Fifty Dollars (\$50.00) per credit hour for thirty-five (35) credit hours for tuition reimbursement.

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

- A. In the event of layoff due to a decreased student enrollment or shortage of revenue, the order of reduction shall be:
1. Probationary teachers will be laid off first whenever a tenure teacher is certified and qualified to fill the probationary teacher's position.
  2. Tenure teachers will be laid off next on the basis of certification, qualifications and seniority.
- B. **Definitions:**
1. **"Certification"** shall be as defined by the Department of Education, State of Michigan.
  2. **"Qualification"** shall be defined as meeting the State Department of Education certification requirements the North Central Association standards, the Michigan Accreditation Standards and ESEA/NCLB, Elementary-Secondary Education Act/No Child Left Behind. For a senior high position, teachers shall be considered qualified to teach in their major or minor field of study. For a middle school position, a teacher shall be considered qualified to teach in their major or minor field of study and/or experience in the subject matter to be taught in the last seven (7) years and/or all basic subjects, i.e. mathematics, science, English and social studies. All staff receiving new provisional certificates on September 1, 1988 or thereafter must have a major or minor in a subject area to be eligible to teach in grades 6-8.
  3. **"Seniority"** shall be defined as the teacher's first working day in the school district. Seniority shall mean years of uninterrupted continuous service with Morenci Area Schools. In the circumstance of more than one individual having the same seniority, all individuals so affected will participate in a drawing to determine placement on the seniority list if a layoff is required. The drawing shall be conducted openly and at a time and place that will reasonably allow affected bargaining unit members and Association representatives to be in attendance.
  4. **"Continuous Service"** shall be interrupted when a teacher resigns, retires or is discharged. Continuous service shall not be interrupted by an approved Leave of Absence, layoff or administrative service but seniority shall not accumulate while in this status except as provided in Article XIII, Section 3 (A) - (C). If a bargaining unit member fills an administrative position on a temporary basis, then that member's seniority shall accumulate while in that status. Temporary shall be defined as not to extend beyond the current year.
  5. **"Major or Minor"** will be determined by an accredited college university transcript. Minors must be not less than twenty (20) semester hours or its equivalent in credits.
- C. Written notice by registered or certified letters to the teacher of layoff shall be sent to the teacher's last known address on file with the Board or by personal service at least sixty (60) calendar days prior to the end of the fiscal school year. It shall be the responsibility of each teacher to notify the Board of any change in address.

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

## Article XIX: Continuity of Operations

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



## Article XX: Professional Compensation

- A. The basic salaries of teachers covered by this Agreement are set forth in APPENDIX A which is attached to and incorporated in this Agreement. Such salary schedule shall remain in effect during the designated periods.
- B. A teacher's hourly rate is determined by dividing his/her annual salary by the current teacher work days then dividing that amount by the current number of working hours.
- C. Employees accepting extra duty assignments as provided for in APPENDIX B of this Agreement shall be compensated according to said schedule unless a deviation is mutually agreed to by the Association and the Board.
- D. Teachers required in the course of their work to drive their personal automobile from one building to another, or on field trips or school business shall be reimbursed by at least the current maximum rate established by the Board of Education and paid to the Administration.
- E. If possible, paychecks falling due during a vacation period shall be payable the last school day before such period. Paychecks shall be enclosed in envelopes.
- F.
  1. The salary and fringe benefits of part-time employees shall be on a prorated basis.
  2. The teacher's hourly classroom rate shall be determined with the same formula used for determining deductions.
  3. Full-time salary is based on the actual instructional class time per instructional day. Teachers working less than full-time for attending in-service workshops, staff meetings and/or any other functions required by administration will be compensated at their instructional rate or the teacher may elect to use compensatory time.
- G. Teachers will be paid for a one-way trip only unless they must make a return trip to teach another class. The following distances are agreed to:
- Secondary buildings to/from Elementary -- 1/4 mile
- The mileage documentation must have the building Principal's signature and be submitted to the central office by the last day of school.
- Travel time will be re-negotiated when building sites change.
- H. The summer school rate as found in Appendix B is paid for teachers who substitute teach on his/her prep period. Teachers may elect compensatory time. A period is defined as a class period for secondary teachers. A period is defined as 25 minutes or more for an elementary teacher.
- I. If a teacher shall volunteer to teach more than the normal teaching load as set forth in Article IX, B, high school teachers shall receive additional compensation at the rate of one-fifth (1/5) their annual salary. Middle school teachers shall receive additional compensation at the rate of 1/5th of his/her annual salary.

Compensation is based on the 2009 schedule of five (5) hours for the high school and five (5) hours for the middle school. However, if the number of teaching hours change, the board will negotiate with the association prior to implementing the change.

In the event an elementary teacher volunteers to teach more than the normal teaching load, the Board will compensate the teacher the summer school rate as found in Appendix B, or the teacher may elect compensatory time.

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

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

### **MESSA PAK Summary**

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

##### ***MESSA Choices II***

Long Term Disability:	10/20 drug card 66 2/3%; 90 calendar days--modified fill \$4500 maximum alcoholism/drug addition -- 2 yr. Mental/nervous -- 2 yr.
Delta Dental:	Class I, II and III paid at 90% and \$2000 yearly maximum Class IV (ortho) paid at 90% and \$2000 lifetime maximum
Negotiated Life:	\$45,000 AD & D
Vision:	VSP 3 Gold

#### **PLAN B – For Teachers Not Electing Health Insurance**

Long Term Disability:	66 2/3%; same as above
Delta Dental:	Class I, II and III paid at 90% and \$2000 yearly maximum Class IV (ortho) paid at 90% and \$2000 lifetime maximum
Negotiated Life:	\$45,000 AD & D
Vision:	VSP 3 Gold

In addition, the teacher receives Super Care I revised single subscriber rate and \$50.00 per month. Funds will be paid in cash or applied through a salary reduction agreement toward a Tax Shelter Annuity (TSA).

For the teacher not electing health, dental and vision, they will need to sign a document showing they have health, dental and vision from another source.

- K. The contribution for the State Teacher Retirement Fund shall be paid by the Board of Education.
- L. Teachers shall be placed on the salary schedule at half steps unless they teach for a full trimester or more. Teachers as of the 1980/81 school year shall retain salary schedule credit if in conflict with above. Part-time teachers must teach at least one-half time for a full year for a trimester credit.
- M. After ten (10) years of service in the Morenci Area Schools and upon retirement from teaching (under the State System), the Board agrees to pay one-half (1/2) pay of accumulated paid leave days (not to exceed 130 days) at the rate of half of the current substitute teacher pay per day.

The unused paid days will be converted to paid days. The paid days' payment by the Board will constitute employer contribution under 403 (b) of the Internal Revenue Code (IRC) and within the guidelines of the IRC.

The teachers will not have the option of receiving cash.

The Board will assist the retiring teacher with the appropriate paperwork for the 403(b) plan and the deposit of the paid days.

- N. The board in its sole discretion, may, periodically, consider offering a retirement incentive. The board will discuss specifics of the incentive with the Association prior to general distribution to the staff.

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

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

The supervising teacher will not be disciplined for student teacher evaluations of the student teacher.

## Article XXII: Student Discipline and Teaching Protection

- A. The Board recognizes its responsibility to give all reasonable support and assistance to teachers with respect to the maintenance of control and discipline in the classroom. Whenever it appears that a particular pupil requires the attention of special counselors, social workers, law enforcement personnel, physicians or other professional persons, the Board will take reasonable steps to relieve the teacher of responsibilities with respect to such pupil upon recommendation of the counselor and/or qualified consultants. The Board and the Association have mutually developed a crisis plan and will continue to develop any changes in the crisis plan. All teachers will receive a copy and any changes of the crisis plan.
- B. It is recognized that discipline problems are less likely to occur in classes where a high level of student interest is maintained. It is likewise recognized that when discipline problems occur, they may most constructively be dealt with by encouragement, praise, and emphasis upon the child's desirable characteristics. A teacher may use reasonable force as is necessary to protect himself/herself from attack or to prevent injury to any other person.
- C. A teacher may exclude a pupil from one class when the grossness of the offense, the persistence of the misbehavior or the disruptive effect of the violation makes the continued presence of the student in the classroom intolerable. In such cases, the teacher will furnish the Principal, as promptly as his/her teaching obligations will allow, full particulars of the incident in writing. The pupil shall not be returned to the class within the class period. Consultation between Principal, the parents, and the pupil (for pupils in the secondary through elementary grades) and teacher will be held before a pupil shall be returned to class. Consultation between the principal and a teacher will be held as soon as possible for pupils in the elementary grades.
- D. Procedure for suspension or expulsion of students from school shall be distributed to students, teachers, and parents each year. School authorities will endeavor to achieve correction of student misbehavior through such counseling and interviews with the child and his/her parents as may be warranted.
- E. Any case of assault upon a teacher shall be promptly reported to the Board or its designated representative. The Board will provide counsel to advise the teacher of its rights and obligations with respect to such assault with paid release time if needed. The Board will notify teachers immediately in the case of threats to safety and well-being or property of a teacher.
- F. If any teacher is complained against or sued as a result of any action taken by the teacher while in pursuit of his/her employment, whenever possible, the Board will provide all necessary assistance to the teacher in his/her defense and will cooperate with the Association in their efforts. Teachers will receive a copy of the written complaint within five (5) school days of receipt of the written complaint. The Board will allow teachers to initially handle all complaints. If a complaint is found unwarranted, the complaint will not be part of the teachers' personnel files and/or personnel records. Complaints will be kept confidential.

- G. Time lost by a teacher in connection with any incident mentioned in the Article shall not be charged against the teacher.
- H. The foregoing provisions shall be subject to the condition that the teacher has been acting in an ethical manner in the pursuit of his/her employment and in accordance with this contract, the reasonable policies of the Board of Education and all ordinances and statutes of the State of Michigan and local municipalities.

Teachers will not be required to search for weapons or bombs. Teachers will not be required to disarm or detain an intruder.

- I. No action shall be taken upon any complaint by a parent or a student directed toward a teacher, nor shall any notice thereof be included in said teacher's personnel file unless such matter is reported in writing to the teacher concerned. If any question of breach of professional ethics is involved, the Association shall be notified. In the event a third party is requesting the personnel file of an employee, the affected employee will be notified within 24 hours. Upon the teacher's request, any items in the personnel file that are of a disciplinary nature will be considered for removal after seven (7) years. The board shall make this decision in their sole discretion.

**Article XXIII: Negotiation Procedures**

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

**Article XXIV: Miscellaneous Provisions**

- A. The parties acknowledge that during the negotiations which resulted in this Agreement each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that all of the understandings and agreements arrived at by the parties after the exercise of that right and responsibility are set forth in this Agreement. The Board and the Association will negotiate any changes and compensation in Appendix B positions prior to implementation or deletion of positions.
- B. Any individual contract between the Board and the individual teacher, heretofore executed shall be subject to and consistent with the terms and the conditions of this Agreement. Any individual contract hereafter executed shall be expressly made subject to and consistent with the terms of this or subsequent Agreements to be executed by the parties. If any individual contract contains any language inconsistent with this Agreement, this Agreement, during its duration, shall be controlling. The Board shall not solicit execution of any individual contract at such time or in such manner as shall constitute an unfair labor practice under the Michigan Public Employment Relations Act.
- C. This Agreement shall supersede any rules, regulations, or practices of the Board which shall be contrary to or inconsistent with its terms.
- D. All teachers covered under this Agreement who participate in the independent production of tapes, publications, or other produced education material shall retain residual rights (if any) should they be copywritten or sold by the District.
- E. If any provision of this Agreement or any application of the Agreement to any employee or group of employees shall be found contrary to law, then such provision or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.
- F. Copies of the Agreement titled "Professional Agreement Between the Morenci Area School District and the Lenawee County Education Association, MEA, MEA/NEA" shall be printed at the expense of the Board within thirty (30) days after this Agreement is signed and presented to all teachers now or during the life of this Agreement employed by the Board. Further, the Board shall furnish fifteen (15) copies of the Master Agreement to the Association for its use.



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

The district will provide notice to the association of any request or action brought to, or made by, the board regarding a public school academy. The Board and the Association will negotiate the impact on the teaching staff prior to implementation of a public school academy.

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

Classroom teachers in his/her first three (3) years of teaching, will be provided with a master/mentor (mentor) teacher. Mentor teachers will be a tenured teacher. No member of the bargaining unit shall be involuntarily assigned to serve as a master/mentor teacher for purposes of compliance with Section 1526 of the Michigan School Code. Provided, however, that this shall not preclude any bargaining unit member from voluntarily serving in such capacity, should he/she so desire.

Mentor and mentee will be afforded paid release time.

The mentor-mentee relationship will be professional to offer guidance and to develop leadership by the mentor.

The mentoring process will ensure that collection of documentation is prohibited and shall not under any circumstances become part of the evaluation process. The mentor is not a supervisor. The mentor/mentee will not be required to testify against one another or any other requirements of a negative fashion.

The mentor and mentee will work together for 3 years unless the mentor or the mentee request a change.

The mentor-mentee process will ensure confidentiality and will not be breached under any circumstances.

The mentor will be provided an annual stipend. See Appendix B.

Article XXVII: Duration of Agreement

This Agreement shall be effective as of the 20th day of August, 2008 and shall continue to be in effect until the 19th day of August, 2011.

EDUCATION ASSOCIATION

BOARD OF EDUCATION

By: Brad Brown  
Brad Brown  
Association President

By: [Signature]  
Kyle Griffith, Superintendent  
Superintendent

By: Teresa Barrett  
Teresa Barrett  
Negotiating Committee Member

By: Carrie Dillon  
Carrie Dillon  
President of the Board

By: Deb Hertler  
Deb Hertler  
Negotiating Committee Member

By: Cyndee Sanders  
Cyndee Sanders  
Secretary of the Board

By: Sally Kruger  
Sally Kruger  
Negotiating Committee Member

By: Jan Tombeau  
Jan Tombeau  
MEA UniServ Director

Dated this 20<sup>th</sup> day of August, 2008

APPENDIX A

Salary Schedule for 2008-09 through 2010-11

2008-2009			
STEP	BA	BA + 20	MA
0	37,928	38,459	39,587
1	39,297	39,845	41,014
2	40,511	41,077	42,280
3	41,762	42,346	43,588
4	43,052	43,654	44,935
5	44,383	45,003	46,322
6	45,755	46,394	47,755
7	47,168	47,828	49,230
8	48,867	49,551	51,004
9	50,378	51,082	52,580
10	51,934	52,660	54,204
11	53,538	54,288	55,879
12	55,192	55,965	57,605
15	58,036	58,848	60,574
17	59,830	60,667	62,445
20	61,678	62,542	64,375
22	63,584	64,474	66,364
25	65,491	66,408	68,355

FRZN

.5%

1%

2%

2009-2010			
STEP	BA	BA + 20	MA
0	37,928	38,459	39,587
1	39,493	40,044	41,219
2	40,713	41,283	42,492
3	41,971	42,557	43,806
4	43,267	43,872	45,159
5	44,605	45,228	46,554
6	45,983	46,626	47,993
7	47,404	48,067	49,476
8	49,355	50,046	51,514
9	50,882	51,593	53,105
10	52,454	53,187	54,746
11	54,073	54,830	56,438
12	55,744	56,525	58,181
15	59,197	60,025	61,785
17	61,027	61,880	63,694
20	62,912	63,793	65,663
22	64,855	65,764	67,692
25	66,801	67,736	69,722

.5%

1%

2%

2010-2011			
STEP	BA	BA + 20	MA
0	37,928	38,459	39,587
1	39,690	40,245	41,425
2	40,917	41,489	42,704
3	42,180	42,770	44,025
4	43,484	44,092	45,385
5	44,828	45,454	46,787
6	46,213	46,859	48,233
7	47,641	48,307	49,723
8	49,849	50,547	52,029
9	51,390	52,109	53,636
10	52,978	53,719	55,293
11	54,614	55,379	57,002
12	56,302	57,090	58,763
15	60,381	61,225	63,021
17	62,247	63,117	64,968
20	64,170	65,069	66,976
22	66,153	67,079	69,045
25	68,137	69,091	71,117

FRZN

.5%

1%

2%

## APPENDIX B

ATHLETIC:

1. The percentage of the athletic stipend will be based on the BA lane, and experience of coaching in a sport.
2. For years beyond 2002-03, yearly increases will be the same as the across the board percentage and seniority in the sport up to ten (10) years of coaching in a position.
3. The parties agree to grandperson current employees who have over ten (10) years coaching experience with Morenci Area Schools beginning with the 2002-03 stipend.
4. Those on the maximum of coaching stipend will be held harmless and compensated at three percent (3%) increase.

Head football	12%
Assistant varsity football	9%
Head JV football	9%
Asst JV football	9%
Head boy's basketball	12%
Head girl's basketball	12%
JV boy's basketball	9%
JV girl's basketball	9%
9 <sup>th</sup> grade basketball	6%
Head volleyball	9%
JV volleyball	6%
9 <sup>th</sup> grade volleyball	5%
Var/JV cheerleading	6%
Wrestling	9%
Assistant wrestling	6%
Varsity baseball	9%
JV baseball/assistant varsity coach	6%
Varsity softball	9%
JV softball/assistant varsity coach	6%
Track	9%
Assistant track	6%
Golf	6%
Cross country	6%
MS football	5%
MS 8 <sup>th</sup> grade girl's basketball	5%
MS 8 <sup>th</sup> grade boy's basketball	5%
MS 7 <sup>th</sup> grade girl's basketball	5%
MS 7 <sup>th</sup> grade boy's basketball	5%
MS 8 <sup>th</sup> grade girl's volleyball	5%
MS 7 <sup>th</sup> grade girl's volleyball	5%
MS cheerleading	6%
MS track	5%
MS track assistant	3%
MS wrestling	4%
MS assistant wrestling	3%
Summer conditioning/weight room	6%

Summer conditioning/weight room will be paid the above listed stipend beginning with the 2008-09 school year.

<u>NON-ATHLETIC:</u>	<u>2008-2011</u>
Art Club	400
Special Education	1350
Marching Band	3700
School Improvement Program (one stipend per building)	200
Volunteer Club	1150
Senior Class Advisor (2)	1150
Junior Class Advisor (2)	750
Sophomore Class Advisor (2)	500
Freshman Class Advisor (2)	500
Green Earth Club	650
Camp High Hope (as approved)	400
Equations Coach (one stipend per building)	650
High school play/musical	950
DI Coach	500
Middle School Student Council	500
Safety Patrol	500
Middle School Yearbook	600
Mentor	400
Middle School Play	650
National Honor Society	1000
Spanish Club	650
HS Student Council	750
HS Yearbook	1400
SADD	350
Summer School	50.00 per hr.
Detention supervisor	50.00 per hr.
Science Olympiad/Science Fair (per person)	500
Math/Science Club	500
Or release time per approval of building principal.	

## APPENDIX C

### Teacher Recognition Awards

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

APPENDIX D

School Calendar for 2008-2009

July-08							January-09						
S	M	T	W	T	F	S	S	M	T	W	T	F	S
		1	2	3	4	5					1	2	3
6	7	8	9	10	11	12	4	5	6	7	8	9	10
13	14	15	16	17	18	19	11	12	13	14	15	16	17
20	21	22	23	24	25	26	18	19	20	21	22	23	24
27	28	29	30	31			25	26	27	28	29	30	31

August-08							February-09						
S	M	T	W	T	F	S	S	M	T	W	T	F	S
					1	2							
3	4	5	6	7	8	9	8	9	10	11	12	13	14
10	11	12	13	14	15	16	15	16	17	18	19	20	21
17	18	19	20	21	22	23	22	23	24	25	26	27	28
24	25	26	27	28	29	30							
31													

September-08							March-09						
S	M	T	W	T	F	S	S	M	T	W	T	F	S
	1	2	3	4	5	6						6	7
7	8	9	10	11	12	13	8	9	10	11	12	13	14
14	15	16	17	18	19	20	15	16	17	18	19	20	21
21	22	23	24	25	26	27	22	23	24	25	26	27	28
28	29	30					29	30	31				






October-08							April-09						
S	M	T	W	T	F	S	S	M	T	W	T	F	S
			1	2	3	4				1	2	3	4
5	6	7	8	9	10	11	5	6	7	8	9	10	11
12	13	14	15	16	17	18	12	13	14	15	16	17	18
19	20	21	22	23	24	25	19	20	21	22	23	24	25
26	27	28	29	30	31		26	27	28	29	30		






  

November-08							May-09						
S	M	T	W	T	F	S	S	M	T	W	T	F	S
						1						1	2
2	3	4	5	6	7	8	3	4	5	6	7	8	9
9	10	11	12	13	14	15	10	11	12	13	14	15	16
16	17	18	19	20	21	22	17	18	19	20	21	22	23
23	24	25	26	27	28	29	24	25	26	27	28	29	30
30							31						

December-08							June-09						
S	M	T	W	T	F	S	S	M	T	W	T	F	S
	1	2	3	4	5	6							
7	8	9	10	11	12	13	7	8	9	10	11	12	13
14	15	16	17	18	19	20	14	15	16	17	18	19	20
21	22	23	24	25	26	27	21	22	23	24	25	26	27
28	29	30	31				28	29	30				

-  Students First Day
-  Teachers First Day
-  Parent/Teacher Conferences - No Students
-  Professional Development - No Students
-  Records Days - No Students

-  Vacation Days - No School
-  Students Last Day
-  Teachers Last Day
-  Graduation
-  Mid-Winter Break





**LEVEL 2**

- A. Date received by Superintendent or Designee:
- B. Disposition of Superintendent or Designee:

---

Signature

Date

---

**LEVEL 3**

- A. Date received by Board of Education or Designee:
- B. Disposition of Board:
  
- C. Position of Grievant and/or Association:

---

Signature

Date

---

**LEVEL 4**

- A. Date submitted to Arbitration:
- B. Disposition and Award of Arbitrator:

TAX-DEFERRED PAYMENTS RESOLUTION

WHEREAS Internal Revenue Code (IRC) Section 414(h)(2) permits employer "pick-up" of the employee portion of contributions to a retirement plan, thereby resulting in tax deferral of employee contributions; and

WHEREAS under the Michigan Public School Employees Retirement System (MPSERS) plan conditions, members may be allowed to: (1) re-deposit contributions previously withdrawn plus interest, and when full repayment is made before termination of employment, the previously forfeited service is reinstated in full; and/or: (2) purchase permissive service credit.

NOW THEREFORE BE IT RESOLVED that in order to permit tax deferral for these additional amounts, an employee shall enter into a binding irrevocable payroll deduction authorization, under which the employer will make designated contributions in lieu of the employee's contributions, and such employee shall not have the option of choosing to receive the amounts directly instead of having them paid by the employer to MPSERS;

BE IT FURTHER RESOLVED that additional amounts herein specified, through payroll deduction from salary, are designated as being picked up by the employer and paid by the employer in accordance with MPSERS retirement plan requirements.

Reporting Unit Name \_\_\_\_\_

Reporting Unit Number \_\_\_\_\_

Approved by the Governing Body Date \_\_\_\_\_

Board Secretary Signature \_\_\_\_\_ Date \_\_\_\_\_

Resolution Contact \_\_\_\_\_

TDP Contact \_\_\_\_\_

Reporting Unit Telephone Number \_\_\_\_\_

Reporting Unit Fax Number \_\_\_\_\_

Reporting Unit E-mail Address \_\_\_\_\_

Cross Reference Agreement Number \_\_\_\_\_

**Tax-Deferred Service Credit Purchase Agreement/Payroll Authorization**

**Member Information: To be completed by member. Please type or print clearly**

1. MEMBER NAME	2. SOCIAL SECURITY NUMBER
3. STREET ADDRESS	4. CITY, STATE, ZIP

**Employer Information: To be completed by employer**

5. EMPLOYING DISTRICT	6. DATE TDP RESOLUTION APPROVED
7. REPORTING UNIT NUMBER	8. FREQUENCY OF EMPLOYER PAYROLL (PAYROLLS PER YEAR) <input type="checkbox"/> WEEKLY <input type="checkbox"/> BI-WEEKLY <input type="checkbox"/> TWICE MONTHLY (MONTHLY)

**Purchase Information: To be completed and verified by member and employer**

9. INVOICE NUMBER (FROM MPSERS BILL)	10. TYPE OF SERVICE BEING PURCHASED code description	11. INITIAL BILLING AMOUNT
12. SERVICE CREDIT AVAILABLE	13. SERVICE CREDIT BEING PURCHASED	14. COST OF SERVICE CREDIT PURCHASE
15. BILLING DUE DATE	16. REPORTABLE GROSS WAGES	17. MINIMUM PAYMENT \$50
18. NUMBER OF PAYMENTS	19. SCHEDULED DEDUCTION	

The undersigned agree:

- The conditions of this tax-deferred service credit purchase described above are binding and irrevocable for the duration of the purchase or until the member's employment with this employer is terminated.
- For the effective period of this Agreement/Payroll Authorization, the employer must make the scheduled deduction at the frequency specified above. While this agreement is in effect, MPERS will accept payment from the employer, not the employee.
- The Agreement/Payroll Authorization form allows for the deduction from salary for employer pick-up purposes.
- The employer's governing body has passed the necessary resolution authorizing this tax-deferred purchase and a copy of the resolution has been supplied to MPERS.
- The employer is obligated to make payment pursuant to this Agreement/Payroll Authorization only if there are sufficient funds from the member's earnings after any other mandatory deductions.

20. MEMBER'S SIGNATURE	21. DATE
22. SCHOOL OFFICIAL'S SIGNATURE	23. DATE

R392C (7/98)

This agreement includes necessary IRS approved language for payroll authorization in the private letter ruling of May 13, 1996, and supplemental language required under P.A. 300 of 1980, as amended.

White copy: School District Yellow copy: Employee Pink copy: Other

## Instructions

Complete this form only if you have decided to purchase MPSERS service credit on a tax-deferred basis, via payroll deduction.

Your tax-deferred purchase is subject to the following conditions:

1. Your employer's board of education, board of trustees or other governing body must approve a resolution agreeing to participate in the tax deferred program.
2. This tax-deferred purchase Agreement/Payroll Authorization, once initiated, is binding and irrevocable. This means you can't stop or change the payment until you complete the purchase or terminate employment with this employer. Consider your choice carefully, because you can't stop or lower your payment if your financial circumstances change. All terms detailed on this form will be in effect for the duration of the agreement.

After completing the *Member Information* section, take this form and your *Member Billing Statement* to your employer's payroll or personnel office. Your payroll or personnel contact person should complete the *Employer Information* portion of this form. You and your contact person should jointly complete the *Purchase Information* portion.

Both you and your employer's representative must sign this form.

After you and your employer complete, verify and sign this form, your employer will forward the information to MPSERS. After validating the information, MPSERS will notify your employer to begin withholding payments.

### *Line-by-line instructions*

**Cross Reference Agreement Number:** If you have changed employers and are entering into a new agreement within 90 days, enter the number of your previous purchase agreement/payroll authorization.

#### Member Information:

**Boxes 1-4:** Enter the member's name, Social Security number and address.

#### Employer Information:

**Box 5:** Enter the full name of the reporting unit which employs the member.

**Box 6:** Enter the date your reporting unit's board of education, board of trustees or other governing body approved a resolution of participation in the tax-deferred purchase plan.

**Box 7:** Enter the employer's reporting unit number as assigned by MPSERS.

**Box 8:** Check the box that reflects your normal payroll schedule.

#### Purchase Information

**Box 9:** Enter the invoice number from the *Member Billing Statement* for the credit being purchased.

**Box 10:** Using your *Member Billing Statement*, enter the code and description for the type of service credit purchase the statement reflects. (The code is located on the lower portion of the bill, below the billing date.)

**Box 11:** Enter the full purchase price for the service credit reflected on the bill.

**Box 12:** Enter the total amount of service credit available for purchase, as indicated on the *Member Billing Statement*.

Box 13: Indicate the amount of service credit the member intends to purchase. This figure may not exceed the figure in Box 12. *If you are repaying a refund or buying credit for pre-1974 Out-of-System Service, State of Michigan employment or Weekly Workers Compensation, you must purchase the entire amount available.*

Box 14: Indicate the cost of the purchase reflected in Box 13. *To calculate this figure, multiply the cost to purchase one year (Item 2 on the bill) by the figure in Box 13.*

Box 15: Enter the due date listed on the bill.

Box 16: Enter the member's reportable gross wages for the current contract year.

Box 17: The minimum allowable payment is \$50.

Box 18: Enter the number of consecutive payroll deductions the member will use to complete the tax-deferred purchase.

Box 19: Enter the amount the employer will deduct from each payroll for the duration of the payment period. *To calculate this figure, divide the cost in Box 14 by the number of payments in Box 18.*

The maximum allowable deduction is your gross reportable compensation, less Social Security, Medicare and Member Investment Plan deductions.

Boxes 20-23: The member and a school official must sign and date the completed form.

**APPENDIX G**  
**Counselor Evaluation Form**  
 (from Michigan Counselor Association)

Morenci School District

Counselor: \_\_\_\_\_ Status: Tenure\_\_\_ Probationary\_\_\_ 1st yr. \_\_\_ 2nd yr. \_\_\_ 3rd yr. \_\_\_ 4th yr.

Building: \_\_\_\_\_ Position: \_\_\_\_\_

Pre-Observation Conference: \_\_\_\_\_ Observation Date(s): \_\_\_\_\_

Post-Observation Conference: \_\_\_\_\_ Evaluation Date: \_\_\_\_\_

The process of evaluation indicates the evaluator's perception of the Counselor's performance and verifies this perception with written comments and offers specific suggestions for improvement in the area(s) marked unsatisfactory.

The Evaluator's signature indicates the person responsible for conducting the evaluation. The Counselor's signature indicates that he/she has read the evaluation but not necessarily that the Counselor agrees with the content of the evaluation. The Counselor has the option to attach a letter of dissent, if so desired.

S	Satisfactory
U	Unsatisfactory
NA/NO	Not Applicable / Not Observed

**I. Guidance Curriculum**

A. The counselor uses effective instructional techniques.

S    U    NA/NO  
     

Observations leading to judgment: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Improvement needed to correct area(s) rated Unsatisfactory:

\_\_\_\_\_

\_\_\_\_\_

B. The counselor uses guidance learning activities.

S    U    NA/NO  
     

Observations leading to judgment: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Improvement needed to correct area(s) rated Unsatisfactory:

\_\_\_\_\_

\_\_\_\_\_

C. The counselor is actively involved in students' learning. S U NA/NO

Observations leading to judgment: \_\_\_\_\_  
\_\_\_\_\_

Improvement needed to correct area(s) rated Unsatisfactory:  
\_\_\_\_\_  
\_\_\_\_\_

D. The counselor selects goals compatible with student needs. S U NA/NO

Observations leading to judgment: \_\_\_\_\_  
\_\_\_\_\_

Improvement needed to correct area(s) rated Unsatisfactory:  
\_\_\_\_\_  
\_\_\_\_\_

E. The counselor provides evidence of student accomplishments. S U NA/NO

Observations leading to judgment: \_\_\_\_\_  
\_\_\_\_\_

Improvement needed to correct area(s) rated Unsatisfactory:  
\_\_\_\_\_  
\_\_\_\_\_

II. Individual Planning

A. The counselor carefully plans sessions. S U NA/NO

Observations leading to judgment: \_\_\_\_\_  
\_\_\_\_\_

Improvement needed to correct area(s) rated Unsatisfactory:  
\_\_\_\_\_  
\_\_\_\_\_

B. The counselor presents accurate, relevant, unbiased information. S  U  NA/NO   
Observations leading to judgment: \_\_\_\_\_  
\_\_\_\_\_

Improvement needed to correct area(s) rated Unsatisfactory:  
\_\_\_\_\_  
\_\_\_\_\_

C. The counselor involves students in personalized educational and career planning. S  U  NA/NO   
Observations leading to judgment: \_\_\_\_\_  
\_\_\_\_\_

Improvement needed to correct area(s) rated Unsatisfactory:  
\_\_\_\_\_  
\_\_\_\_\_

D. The counselor accurately and appropriately interprets test information. S  U  NA/NO   
Observations leading to judgment: \_\_\_\_\_  
\_\_\_\_\_

Improvement needed to correct area(s) rated Unsatisfactory:  
\_\_\_\_\_  
\_\_\_\_\_

E. The counselor selects individual planning activities consistent with identified student needs. S  U  NA/NO   
Observations leading to judgment: \_\_\_\_\_  
\_\_\_\_\_

Improvement needed to correct area(s) rated Unsatisfactory:  
\_\_\_\_\_  
\_\_\_\_\_



III. Responsive Services

A. The counselor identifies problems and issues to be resolved. S U NA/NO

Observations leading to judgment: \_\_\_\_\_  
\_\_\_\_\_

Improvement needed to correct area(s) rated Unsatisfactory:  
\_\_\_\_\_  
\_\_\_\_\_

B. The counselor selects counseling, consulting, and referral interventions appropriate to student's problems. S U NA/NO

Observations leading to judgment: \_\_\_\_\_  
\_\_\_\_\_

Improvement needed to correct area(s) rated Unsatisfactory:  
\_\_\_\_\_  
\_\_\_\_\_

C. The counselor conducts well planned and goal oriented sessions. S U NA/NO

Observations leading to judgment: \_\_\_\_\_  
\_\_\_\_\_

Improvement needed to correct area(s) rated Unsatisfactory:  
\_\_\_\_\_  
\_\_\_\_\_

D. The counselor uses small group and individual techniques appropriate to students' needs. S U NA/NO

Observations leading to judgment: \_\_\_\_\_  
\_\_\_\_\_

Improvement needed to correct area(s) rated Unsatisfactory:  
\_\_\_\_\_  
\_\_\_\_\_

E. The counselor involves students in the counseling, consulting and referral process. S  U  NA/NO

Observations leading to judgment: \_\_\_\_\_  
\_\_\_\_\_

Improvement needed to correct area(s) rated Unsatisfactory:

\_\_\_\_\_  
\_\_\_\_\_

F. The counselor provides timely follow-up. S  U  NA/NO

Observations leading to judgment: \_\_\_\_\_  
\_\_\_\_\_

Improvement needed to correct area(s) rated Unsatisfactory:

\_\_\_\_\_  
\_\_\_\_\_

G. The counselor provides services consistent with identified student needs. S  U  NA/NO

Observations leading to judgment: \_\_\_\_\_  
\_\_\_\_\_

Improvement needed to correct area(s) rated Unsatisfactory:

\_\_\_\_\_  
\_\_\_\_\_

Evaluator's Narrative Remarks:

\_\_\_\_\_

\*The counselor's signature is only to indicate receipt of this document and shall not necessarily indicate agreement with the content of the document.

Evaluator: \_\_\_\_\_

Signature

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

Counselor: \_\_\_\_\_

Signature

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

**APPENDIX H**  
**Teacher Evaluation Form**  
**Morenci School District**

Teacher: \_\_\_\_\_ Status: Tenure\_\_\_ Probationary\_\_\_ 1st yr. \_\_\_ 2nd yr. \_\_\_ 3rd yr. \_\_\_ 4th yr.

Building: \_\_\_\_\_ Position: \_\_\_\_\_

Pre-Observation Conference: \_\_\_\_\_ Observation Date(s): \_\_\_\_\_

Post-Observation Conference: \_\_\_\_\_ Evaluation Date: \_\_\_\_\_

The process of evaluation indicates the evaluator's perception of the teacher's performance and verifies this perception with written comments and offers specific suggestions for improvement in the area(s) marked unsatisfactory.

The Evaluator's signature indicates the person responsible for conducting the evaluation. The teacher's signature indicates that he/she has read the evaluation but not necessarily that the teacher agrees with the content of the evaluation. The teacher has the option to attach a letter of dissent, if so desired.

S	Satisfactory
I	Needs Improvement
U	Unsatisfactory
NA/NO	Not Applicable / Not Observed

**I. Subject Matter Content**

A. Knowledge of teaching area	S	I	U	NA/NO
1. Exhibits a sound background and understanding of the subject matter required of the position.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2. Keeps abreast of current theory and practice in his/her field.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3. Can respond satisfactorily to questions posed by students either as to information required or as to a source for obtaining available information.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Observations leading to judgment: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Improvement needed to correct area(s) rated Unsatisfactory:

\_\_\_\_\_

\_\_\_\_\_

		S	I	U	NA/NO
B.	<b>Methodology</b>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
1.	Stimulates interest in subject area.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2.	Utilizes variety of teaching and learning techniques designed to serve the differing abilities of the students.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3.	Subject content is consistently relevant.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4.	Student inputs are encouraged and treated with respect.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5.	Varied resources are used appropriately.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
6.	Establishes clear expectations for students.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Observations leading to judgment: \_\_\_\_\_

\_\_\_\_\_

Improvement needed to correct area(s) rated Unsatisfactory:

\_\_\_\_\_

\_\_\_\_\_

		S	I	U	NA/NO
C.	<b>Evaluation</b>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
1.	The teacher gives evidence of sharing with students the purpose for each assignment and involves the students in setting objectives for themselves.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2.	The capability of the student is taken into consideration, as well as the amount of effort, the student has expended.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3.	Accurate records are kept.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4.	Assignments are reviewed and turned back promptly.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Observations leading to judgment: \_\_\_\_\_

\_\_\_\_\_

Improvement needed to correct area(s) rated Unsatisfactory:

\_\_\_\_\_

\_\_\_\_\_

## II. Management

		S	I	U	NA/ O
A.	<b>Organization and Direction</b>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
1.	The teacher organizes classroom routines in an efficient manner.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2.	Lessons are planned and the class is organized so that order is maintained at a reasonable level, even though a variety of activities may be carried on simultaneously.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3.	Most of the teacher's time is devoted to teaching and learning activities.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Observations leading to judgment: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

Improvement needed to correct area(s) rated Unsatisfactory:

\_\_\_\_\_  
\_\_\_\_\_

**B. Care of Room and Equipment**

	S	I	U	NA/ NO
1. The teacher exerts reasonable care to see that furnishings are kept in good condition.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2. Maintenance needs are reported.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3. Audio-visual and other learning tools are used and stored properly.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4. Students are guided in sharing the responsibility for care of furnishings.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Observations leading to judgment: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

Improvement needed to correct area(s) rated Unsatisfactory:

\_\_\_\_\_  
\_\_\_\_\_

**C. Discipline**

	S	I	U	NA/ NO
1. The teacher promotes a friendly environment that is conducive to learning.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2. Building and classroom rules are made known to the students.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3. Breaches of discipline are handled according to the district and building policy.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4. Students are dealt with in a fair and consistent manner.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Observations leading to judgment: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

Improvement needed to correct area(s) rated Unsatisfactory:

\_\_\_\_\_  
\_\_\_\_\_

III. Relationships

A. Self-Relationships	S	I	U	NA/ NO
1. Exhibits a positive attitude.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2. Exercises initiative.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3. Encourages others by his/her attitude.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4. Seeks out new ideas.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5. Is open-minded.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
6. Is willing to give and receive assistance.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
7. Implements suggestions in a professional manner.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Observations leading to judgment: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Improvement needed to correct area(s) rated Unsatisfactory:

\_\_\_\_\_

\_\_\_\_\_

B. Interpersonal Relationships.	S	I	U	NA/ NO
1. Relationships with students, colleagues and parents are honest and forthright.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2. Dignity and rights of people are respected.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3. Shows consistent interest in students' academic and social growth.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4. Identifies problems needing special assistance and makes appropriate plans and/or referrals for services of specialized personnel for meeting those needs.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Observations leading to judgment: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Improvement needed to correct area(s) rated Unsatisfactory:

\_\_\_\_\_

\_\_\_\_\_

C. Institutional Relationships

S I U NA/ NO

- 1. Shares freely and constructively any criticism or ideas for improvement of education in the district.
- 2. Seeks resolution of the professional concerns and personnel problems through appeal channels developed by the Administration and the Association.
- 3. Observes district and building rules, administrative regulations, agreements and policies.
- 4. Reports and bookkeeping are accurately kept and promptly turned in when requested.

Observations leading to judgment: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

Improvement needed to correct area(s) rated Unsatisfactory:

\_\_\_\_\_  
\_\_\_\_\_

Summary

Evaluator's Narrative Remarks:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\*The teacher's signature is only to indicate receipt of this document and shall not necessarily indicate agreement with the content of the document.

Evaluator: \_\_\_\_\_  
Signature

Teacher: \_\_\_\_\_  
Signature

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

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





APPENDIX J

Non-Tenured Teacher  
Individualized Development Plan (IDP)

Morenci School District

Teacher's Name \_\_\_\_\_ Date \_\_\_\_\_

Building/Department \_\_\_\_\_ Assignment \_\_\_\_\_

Date of Hire: \_\_\_\_\_ Date of last completed evaluation: \_\_\_\_\_

Three (3) Goals

1. \_\_\_\_\_  
\_\_\_\_\_

Purpose:

Recommendation on how to meet the goals:

Administration support:

2. \_\_\_\_\_  
\_\_\_\_\_

Purpose:

Recommendation on how to meet the goals:

Administration support:

3. \_\_\_\_\_  
\_\_\_\_\_

Purpose:

Recommendation on how to meet the goal

Administration support:

*Mutually developed by:*

\_\_\_\_\_  
Administrator's Signature                      Teacher's Signature

\_\_\_\_\_  
Date    Date

Distribution: Teacher, Evaluator, Personnel File

## Appendix K

According to the Master Contract, tenured teachers who will be evaluated will be notified within the first twenty (20) days of a trimester if they are going to be evaluated during the current school year. Your signature below indicates that you have been informed that you will be evaluated during this trimester. If you have any questions, please feel free to communicate them to your building principal. We also need to meet to set up a pre-evaluation conference to review the evaluation process.

Teacher's Name: \_\_\_\_\_

\_\_\_\_\_  
(Signature) (Date)

\_\_\_\_\_  
(Evaluator) (Date)

\_\_\_\_\_

I have attended a pre-evaluation conference with my building principal regarding my evaluation. I understand the method that will be used to evaluate my performance and have reviewed the evaluation instrument.

\_\_\_\_\_  
(Teacher) (Date)

\_\_\_\_\_  
(Evaluator) (Date)

## ADDENDUM A

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

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

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