

2004 - 2008  
MASTER AGREEMENT

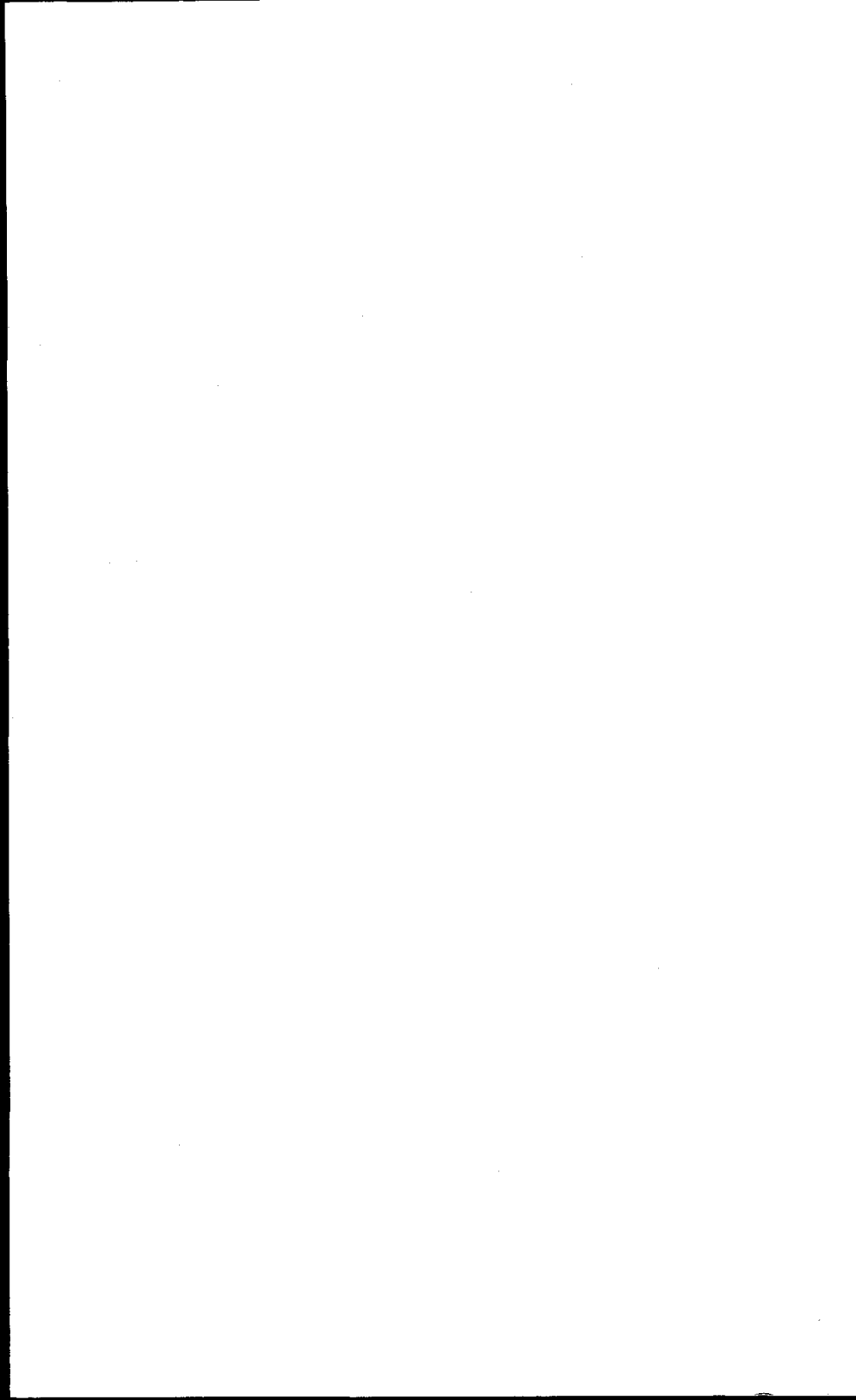
BETWEEN  
THE SOUTH LYON EDUCATION ASSOCIATION,  
MEA/NEA AND  
THE BOARD OF EDUCATION OF THE  
SOUTH LYON COMMUNITY SCHOOL DISTRICT

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## INTRODUCTION

This agreement entered into this September 1, 2004, by and between the Board of Education of the South Lyon Community School District, Oakland County, Michigan, hereinafter called the "EMPLOYER," and the South Lyon Education Association, MEA/NEA, a Michigan corporation, hereinafter called the "ASSOCIATION", affiliated with the Michigan Education Association, hereinafter called the "MEA," shall be the sole parties to this agreement.

## WITNESSETH

WHEREAS, the Employer and the Association recognize and declare that providing a quality education for the children of South Lyon is their mutual aim, and

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

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

## ARTICLE I. RECOGNITION

- 1.1 The Employer hereby recognizes the Association as the exclusive bargaining representative, as defined in Section 11 of Act 379, PA of 1965, as amended for all certified teaching personnel under contract, and/or on leave, but excluding supervisory and executive, office, clerical, maintenance and operating employees, and food service personnel.
- A. The term "teacher" when used hereinafter in this agreement shall refer to all employees represented by the South Lyon Education Association in the bargaining or negotiation unit as defined above.
  - B. Whenever the term employer is used it shall mean the Board of Education of the South Lyon Community School District and shall include its designee, upon whom the Board has conferred authority to act in its place and stead.
- 1.2 The Employer agrees not to negotiate with an organization other than that designated as the representative pursuant to Act 379, PA of 1965, as amended, for the duration of this agreement.

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## ARTICLE II. TEACHER RIGHTS

2.1 A. Each teacher, upon request, may review the contents of his/her personnel files excluding credential packets and data supplied by universities and other employers that are of a confidential nature. A representative of the Association may, upon request from the teacher, accompany the teacher in this review. Each teacher's personnel file shall contain the following minimum items:

All teacher evaluation reports and recommendations

Official transcript(s) of academic records to be supplied by the teacher

Evidence of certification to be supplied by the teacher

Copy of annual contract/salary notification.

B. A teacher will be provided a copy of any negative material placed in his/her file, except as excluded in (a) above, and will initial the file copy of same. The teacher's initials will signify knowledge of, rather than agreement with, the contents of the document. A teacher may write a response to any material placed in his or her file, and the response will be attached to the object material.

C. Procedures used in implementing the Freedom of Information Act (FOIA) as it applies to the personnel files of teachers shall be as follows:

When a disciplinary investigation is in process, all materials relating to it shall be kept in a separate file until a determination of the investigation has been made. If the charge is unsubstantiated, all materials relating to the incident shall be destroyed unless retention is required by law. If discipline is imposed, it shall become part of the employee's file.

The District agrees to verbally notify the employee and the Association President within two (2) working days when it receives a request for all or part of the employee's personnel file under FOIA. If requested, the District shall meet with the affected teacher and an

Association representative prior to the release of the information, if possible, to review the FOIA request and the document(s) requested. The District may agree to redact information as legally provided; however, the District's decision on redaction shall be final.

All exempt materials as outlined in Section 13(1) of the FOIA will be redacted prior to the release of any information.

Any records of disciplinary action which are more than four years old will be deleted from the file before the file or any portion of it is released pursuant to a FOIA request, provided this is legally possible.

- 2.2 Except for conduct which violated standards of professional behavior or generally accepted moral standards, the private and personal life of any teacher is not an appropriate matter for the concern or attention of the Employer.
- 2.3 When school is not in session, each teacher shall be given access to the building at reasonable times by arranging such access in advance with the building principal. For the purpose of this article, reasonable time shall be considered time when the building is open.
- 2.4 No teacher shall be disciplined, reprimanded, or discharged without due process and just cause. This provision shall not apply to the discharge or dismissal of a probationary employee.
- 2.5. When a teacher is to be investigated and/or reprimanded, warned or disciplined in writing, the building principal and/or administrator shall notify the teacher of his/her right to request that an Association representative be present. If the teacher requests such representation, the Association shall provide same as soon as possible, but in no case longer than two working days. If a teacher is being interviewed regarding the activities of another teacher in a disciplinary matter, the teacher being interviewed may request that an Association representative be present.

### ARTICLE III. TEACHER RESPONSIBILITIES

- 3.1 It is the responsibility of the Association and each individual teacher to honor Board policies and administrative regulations that are not in conflict with the terms of this agreement.

- 3.2 The teachers' responsibilities to their students and their profession entail the performance of duties and the expenditure of time beyond the regular classroom duty hours, which include:
- A. Careful daily preparation of lesson plans to meet needs of pupils on different levels of ability. Plans should be available for review by appropriate supervisors and for use by substitutes and shall include a general course outline to cover anticipated or unanticipated long-term absence by the teacher.
  - B. Objective evaluation of the progress of each pupil.
  - C. Observation of pupils in a variety of circumstances and recording of pertinent information for discreet use by teachers, counselors, and principal.
  - D. Discussion of pupil learning problems with parents in a professional and objective manner.
  - E. Consideration of home conditions which hamper learning and make scheduling of parent-teacher conferences during usual hours impossible.
  - F. Participation in curricular activities intended for individual professional growth of teachers and for the progressive evaluation of K-12 curriculum.
    - (1) Faculty meetings.
    - (2) Pilot projects and curricular innovations for experimentation with new methods and/or materials.
    - (3) Department meetings to discuss immediate problems.
    - (4) Grade level meetings to discuss current policy, develop budget requests, or coordinate teaching efforts in a subject area.
    - (5) Discussion period with principal, counselor, or subject coordinator to seek solutions for individual teaching problems.
    - (6) Previewing audio-visual materials.

(7) Examination of new tests and teaching equipment.

(8) Reading professional journals.

3.3 Each teacher should deem it his/her responsibility to participate in public oriented activities related to his/her teaching assignment and building, such as:

A. Parent-teacher meetings.

B. Curriculum Night.

C. Public performances of children in plays, concerts, athletics, etc.

D. Graduation and/or Honors night.

3.4 Each teacher shall deem it his/her responsibility to volunteer for extra-curricular activities. In the absence of volunteers, the principal will assign these duties on a rotational basis.

3.5 In order to provide continuing health protection for the students and other school personnel, it shall be the policy of the South Lyon Community School District that upon initial employment each employee shall provide, by certification of a physician evidence of such state of health that he/she is able to attend to his/her assigned duties without undue absence during the ensuing year.

3.6 Teachers who are going to be absent shall notify the Automated Guest Teacher Service as early as possible to report unavailability for work. After 6:30 a.m. the teacher shall notify the Personnel Secretary.

A. When a teacher is absent, it will be assumed that he/she will return the following day unless he/she notifies the Personnel Secretary before 3:00 p.m., or, the Automated Guest Teacher Service.

B. If the teacher has notified the Personnel Secretary or the Automated Guest Teacher Service that he/she will be out a specific number of days, it will not be necessary to call again unless there is a change in the date that the teacher will again report for duty.

C. If a teacher reports to his/her building and finds he/she is unable to fulfill his/her duties due to illness, he/she



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shall notify his/her building administrator as soon as possible. This procedure shall be considered as compliance with proper notification.

- 3.7 Teachers with shared building assignments shall alternate meetings and other contractual responsibilities between buildings.
- 3.8 All teachers must participate in a minimum of five (5) days (30 hours) of professional development each year. All beginning teachers must participate in an additional fifteen (15) days within the first three years of teaching. Hours may be satisfied in a variety of ways including conference attendance, staff development activity, Oakland Schools seminars, district workshops, building workshops, computer software training, review of software, approved NCA activities, up to two hours of approved conference time directly related to a teacher's compensated extra curricular activity, and other activities as approved by the Administration. Six hours of credit shall be given to members of the subject area committees (SAC) for each day spent in the SAC. If a teacher is denied credit for an activity by the building principal, he/she may appeal the decision to the Assistant Superintendent of CITA. Less than full time teachers shall participate in a pro-rata number of Professional Development hours. In the event a teacher does not complete their annual Professional Development hours they shall reimburse the District 1/7th of their per diem rate for each hour not completed. (For the purpose of computing the per diem in this section, the work year shall be considered to be 180 days.)
- Professional development funds within a building will be rotated among interested staff members and no teacher will be allowed to attend more than one paid conference when there are teachers in that building who have applied but not been approved to attend a paid conference.
- 3.9 Secondary teachers shall utilize the District's grading software so that parents can access their student's grade. Teachers will be held harmless if grades or other records are altered by unauthorized persons.
- 3.10 Some instructional hours are used as professional development hours under this Master Agreement, as allowed by law. If at a later date, the State changes its requirements for instructional days and/or hours and/or professional development hours, the parties will bargain to implement the legally required changes.

## ARTICLE IV. ASSOCIATION RIGHTS AND RESPONSIBILITIES

- 4.1 The Employer and the Association agree to abide by the P.A. 379 of the Public Acts of 1965, as amended, and to all laws and statutes pertaining to teacher, individual, and Association rights.
- 4.2 The Association and its members shall have the right to use school facilities for meetings when such requests are made to and approved by the building principal. Approval of said requests shall be granted, provided that such meetings do not interfere with previously scheduled activities. Use of the school facility shall be provided without charge to the Association on scheduled work days during the regular school year, but in all other ways shall be in compliance with Board policy.
- 4.3 A. The Association President, Grievance Chairperson, Building Representative(s), and the MEA Representative(s), shall be permitted to transact official Association business on school property during non-teaching periods, providing that it does not interrupt or affect normal school operations, or assigned duties. It is further understood that no Association views on matters relating to Administration-Teacher or Teacher-Employer-Association relationships will be discussed in the instruction setting. All Association representatives entering the building shall first contact the building office regarding the nature of the visit.
- B. No later than thirty (30) days after the start of the school year, the Association shall identify to the Assistant Superintendent for Administrative Services the names of the President, Grievance Chairperson and Building Representatives.
- 4.4 A. The Employer shall furnish to the Association in response to written requests, all available information, including:
- Enrollment and membership data
  - Annual financial and audit reports
  - Agenda and minutes of public Board meetings
  - Staff and Administration directory
  - Monthly balance sheets

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Final Budgets

Fringe benefit enrollment data

Supplementary materials acted upon at public Board meetings

Seniority listing of teachers

And other public information in the possession of the Employer to enable the Association to bargain intelligently with respect to future collective bargaining agreements or to process a grievance.

B. Other than the information listed above, it is understood that the Employer will not be required to compile information or statistics not already compiled or available by virtue of computer processing.

- 4.5 A copy of the current Board policies shall be given to the Association and the Association shall be notified in writing at the same time as the Principal of all changes in said policies, upon the approval of any changes by the Board.
- 4.6 The Association shall have the right to post notices of its activities on designated bulletin boards, one of which shall be provided in each school. The Association may, also, use the District's mail service and teachers' mailboxes for communications to teachers. The Association and the Employer shall provide each other with copies of all materials distributed to teachers by means of the District's mail service.
- 4.7 The Association shall be permitted a telephone in the payroll building of the incumbent president. All installation, maintenance, service and associated costs of this phone shall be the responsibility of the Association. The location of the telephone shall be determined by the Building Principal. Use of the telephone shall be as outlined in Section 4.3.
- 4.8 The Association shall have the right to use school equipment including typewriters, duplicating equipment, calculating machines, and all other types of audio-visual equipment when such equipment is not otherwise in use. The Association shall pay the cost of all materials and supplies incident to such use. The Association must first secure permission for the use of the equipment from the building principal.

- 4.9 The provisions of this Agreement shall be applied without regard to race, creed, color, national origin, age, sex, marital status or sexual orientation.
- 4.10 Upon request, the Association shall be given a place on the agenda of staff meetings for brief reports and/or announcements. Such request shall be made to the building principal prior to the preparation of the agenda for the meeting.
- 4.11 The employer shall provide twenty (20) days per year for the collective use of the Association for Association business. The Association shall be able to purchase the equivalent of twenty-four (24) days per year at the current daily rate for necessary substitutes. No deduction from individual teacher's leave day accumulation shall be made for the days so used. No more than seven (7) Association business days shall be used on any single week day. The Assistant Superintendent for Administrative Services shall be notified in writing forty-eight (48) hours in advance of such days.
- 4.12 The grievance chairperson shall be notified of any major changes in job descriptions or job duties at the time a posting is being made or duties changed.
- 4.13 The District shall provide one class period of union release time or the financial equivalent for the Association president.

## ARTICLE V. BOARD RIGHTS AND RESPONSIBILITIES

- 5.1 In order to carry out its responsibility for the development and operation of educational programs providing the best possible educational opportunity for the South Lyon Community School District consistent with community resources, the Board retains and reserves unto itself all powers, rights, authority, duties and responsibilities conferred upon and vested in the Board by law including by way of illustration, and not by way of limitation, the following:
- A. The supervision, direction and control of the management and Administration of the school system, its properties and facilities.
  - B. The right to hire all employees and subject to the provisions of the law to determine their qualifications, to discharge, demote or otherwise discipline employees for

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reasonable and just cause, and to promote and transfer employees.

- C. The right to establish grades and courses of instruction, including special programs, and to provide for athletic, recreational and social events for students, as deemed necessary or advisable by the Board.
- D. The selection of textbooks and teaching materials, and various teaching aids.
- E. The right to determine class schedules, class size, the hours of instruction, and assignment of teachers with respect thereto.
- F. The Board reserves all its rights under the statutes of the State of Michigan including the Michigan Teacher Tenure Act to discipline, reprimand or discharge tenure employees for just cause or to terminate or fail to reappoint any probationary teacher.

5.2 The exercise of the foregoing powers, rights, duties and responsibilities by the Board, and the adoption of policies, rules, regulations, and practices in the furtherance thereof, shall be the exclusive prerogative of the Board, except as otherwise limited by express provision of this Agreement.

5.3 Notwithstanding any provision in this agreement to the contrary, the District shall not be prevented from taking any actions required by the No Child Left Behind Act or state law or otherwise imposed upon the District by a state or federal agency if any school in the District is identified for program improvement, corrective action or restructuring.

If compliance actions are required, and if such actions impact otherwise negotiable items, the parties shall negotiate the effects of compliance. Any required bargaining shall commence in a time frame sufficient to allow the District to implement the required actions within the deadlines specified in the No Child Left Behind Act. If impossible, the parties agree that the District is empowered to act unilaterally pending the outcome of effects bargaining.

**ARTICLE VI. PROFESSIONAL DUES, FEES AND PAYROLL DEDUCTIONS**

- 6.1 The parties agree that each teacher permitted to work in the school district shall sign individual contracts of employment for the time period specified in Section 380.1231 of the School Code. Thereafter, the District may enter into a continuing contract with a certificated teacher.
- 6.2 The Employer agrees to promptly advise the Association of all additions, deletions, or changes in status of members of the bargaining unit.
- 6.3 All teachers as a condition of continued employment shall either:
- A. Sign and deliver to the Employer an assignment authorizing deduction of united professional membership dues and assessments of the Association and such authorization shall continue in effect from year to year unless revoked in writing between August 1 to August 31 of any given year, or;
  - B. Any teacher who is not a member of the Association in good standing or who does not make application for membership within thirty (30) days from the date of commencement of teaching duties, shall as a condition of employment pay as a fee to the Association an amount established by the Association and payable to the Association, provided, however, that the teacher may authorize payroll deduction for such fee in the same manner as provided in section 6.3(a), the Association shall immediately file charges for termination of employment of such teacher with the Employer. The parties expressly recognize that the failure of any teacher to comply with the provisions of this Article is just and reasonable cause for discharge from employment. All teachers new to the District will be informed of this requirement when being offered employment in the District. No teacher shall be discharged during the pendency of an agency shop appeal.
  - C. The Association agrees promptly to advise the Employer of all members of the bargaining unit who have not fulfilled the provisions of Paragraph 1 above and to furnish any other information needed by the Employer to fulfill the provisions of this Article.

- D. Authorized deductions of membership dues shall be made from each paycheck each month for 20 pays beginning with the second paycheck of the school year and ending by June 30 of each year. After submitting an original dues spread sheet to payroll by the first pay in September, the Association treasurer shall update the spreadsheet on a per pay period basis as necessary. The employer will then directly deposit the withheld dues to the SLEA's account. The Employer will not be responsible for incorrect deductions.
- E. The Employer shall also make payroll deduction upon written authorization from teachers for deductions or any other plans or program jointly approved by the Association and the Employer.
- F. In any case or proceeding brought against the Employer at any time before any court or tribunal in which an employee or employees, or any person or organization on their behalf contest any action taken or not taken by the Employer in order to comply with the provisions of this Agency Shop clause, the Association agrees to provide the District with proper legal counsel. If this is not done within five (5) days of knowledge of such case(s) or proceeding(s), the Employer has the right to bring in its own attorney.
- G. The Association agrees to reimburse the Employer, promptly upon demand, for all reasonable legal fees and all expenses of suit incurred by the Employer in defending itself in such actions, and also for any and all damages for which the Employer may be adjudged liable in such action, provided, however, the Association may, at any time negotiate and pay the cost of settlement of any such case or proceeding, without cost to the District. The Association further agrees that if it shall fail to reimburse the Employer promptly upon demand for the aforementioned fees, expenses and damages, the Employer shall be entitled, in addition to other legal remedies, to apply against such indebtedness of the Association to the Employer, until paid in full, all service charges, membership fees and dues collected by the Employer on behalf of the Association pursuant to the provisions of this section.

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## ARTICLE VII. PROFESSIONAL COMPENSATION

- 7.1 The basic salaries paid to teachers as per this agreement are set forth in Appendix B, which is attached to and incorporated into this Agreement.
- 7.2 Unless it is in the best interest of the District to do otherwise, all teachers shall be hired at step one of the appropriate salary schedule, regardless of experience. Step positions will not exceed the teacher's actual experience and placement on the salary schedule is not subject to the grievance procedure.
- 7.3 Changes in degree or preparation levels shall become effective on receipt of an official transcript or other proof of change in status submitted not later than October 1, or March 1, except by special permission of the Assistant Superintendent for Administrative Services. Changes submitted by March 1 shall add one-half ( $\frac{1}{2}$ ) of the differential between preparation levels on present salary schedule. Only graduate courses will be given credit under this section unless the class is a prerequisite for a Masters or if the class directly applies to an additional major or minor. No credit will be given for graduate work or degrees not related to education.
- 7.4 Any assignment in addition to the normal teaching schedule; including adult education courses, Adult/Community Education Courses, and extra-curricular duties and assignments set forth in Appendix C and summer school courses, shall not be obligatory but shall be with the consent of the teacher.
- A. The basic salaries of teachers involved in extra-curricular duties covered by this Agreement are set forth in Appendix C, which is attached to and incorporated into this Agreement.
- B. Any vacancy in an extra-curricular position or Adult/Community Education Position which occurs during the school year shall be posted in each building in the District for a period of five (5) school days prior to filling the vacancy. If a vacancy in such position occurs during the summer months the Association President and building representatives shall be notified of said vacancy and the position shall be posted at the District's administrative office for a period of two weeks prior to the filling of the vacancy.



## Assignment to Adult/Community Education

- (1) The District will notify teachers at the beginning of the school year of courses to be offered in adult/community education.
- (2) Space will be provided to allow the teacher to list other courses they would be interested in teaching if offered.
- (3) Any position, no matter how filled, becoming vacant will be posted if the program continues.
- (4) Programs suggested by non-bargaining unit personnel, and offered, are not subject to this provision unless a teacher has indicated his/her interest in teaching that offering pursuant to 1 and 2 above.

C. The parties recognize that from time to time, the creation of additional extra duty positions is desirable. SLEA members who want to add positions to Schedule C during the length of the contract shall follow the procedure outline in Appendix C. No increases in percentage will be negotiated during the life of the contract.

D. Extra-curricular and community education positions shall first be offered to bargaining unit members. No new non-bargaining unit member shall be hired for such position while there is a willing and qualified bargaining unit member who meets the reasonable specifications for the position and is an available applicant.

- 7.5 Certified teachers employed in their regular assignments beyond the regular school year, shall receive an additional per diem payment based on 180 working days.
- 7.6 Teachers shall be paid in 21 or 26 equal installments with the first payment being made on or before the second Friday following the first scheduled teacher work day.
- 7.7 Teacher participation in summer curricular projects intended to develop policy and/or permanent sections of a course of study shall be at the professional rate.

## 7.8 Job Sharing

A. Full-time positions for the purpose of job sharing may be made available:

- (1) at the discretion of the Board;
- (2) upon recommendation of the Superintendent or designee;
- (3) with the approval of the building principals in whose buildings shared positions will be located; and
- (4) within the allocated staff positions for the current school year;
- (5) on a purely voluntary basis.

B. Definition of Shared Time Teaching

For the purpose of this Agreement, job sharing shall mean the occupation of a single staff position by two (2) individuals with each assignment being approximately half-time. In order for a shared position to be approved, the two (2) individuals must complete an application for such on a form mutually agreed upon by the Board and the Association or agree to such a position subject to the conditions of this Article if contacted by the Superintendent or designee.

C. Conditions of Operation

The Board may approve shared positions for the current school year dependent upon the following:

- (1) The teacher parties not filing for unemployment benefits while employed in a shared position of a voluntary nature.
- (2) When a shared position is terminated, each partner will return to full employment only in accordance with Article XXI as appropriate.
- (3) The ability of the District to create a shared position without rescheduling large numbers of students. In lower elementary positions or in self-contained classrooms, shared time positions will be approved only if the students

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whose parents object to the arrangement can be accommodated without substantial disruption of classes.

- (4) If a teacher partner having joint responsibility for the same students is requested to substitute for their teacher partner by the building principal and agrees, the teacher will be compensated at a rate of \$40 for the substitute time.
- (5) The teacher partners having attained tenure in the South Lyon School District.
- (6) An agreement by the teacher partners that joint planning will be undertaken whenever they have joint responsibility for the same students. In order to accommodate this requirement, individual arrangements will be made with the Administration prior to implementation.
- (7) The Board and the Association shall work closely together on the implementation and evaluation of the shared time program.
- (8) No teacher in the District shall be involuntarily transferred in order to create shared time positions.
- (9) Job sharing assignments shall terminate at the end of each school year, if indicated in writing by either partner, or if the Board decides to eliminate one or all of job sharing assignments. Early termination of any previously approved job sharing shall be by mutual agreement of building administrators and the teachers involved. In the event a layoff becomes necessary which affects a teacher involved in a job sharing position, the position may be terminated by the Board.
- (10) Requests for shared time shall be submitted to the Assistant Superintendent for Administrative Services by April 1. Requests which do not comply with the above date shall be treated on an individual basis.

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**D. Compensation and Benefits**

Shared time positions will be compensated as follows:

- (1) Teaching salary will be pro-rated to reflect the fraction of the position shared. The experience and educational step for the teacher will be the same as he/she would be entitled to if employed on a full-time basis. This step will determine the base salary from which the salary fraction will be computed. The cost of the positions will not exceed 1.0 staff positions. Teaching half days would mean 50% of full salary.
- (2) Full seniority will accrue to a person in a shared time position.
- (3) Sick and personal leave will be prorated according to the fraction of the position for which the person is employed as per Article XI, Section 11.1.
- (4) The combined cost of fringe benefits for the job-sharing position shall not exceed the benefit costs of one (1.0) full-time position.
- (5) Salary may be spread over the school year (21 pays) or over the calendar year (26 pays).

**E. Evaluation**

Prior to the end of the school year, an evaluation of the job sharing position will be conducted by all parties involved.

**F. Professional Commitments**

- (1) All staff meetings shall be attended on an alternate basis, the procedure to be mutually agreed upon between teachers participating in the job sharing program and the Administration. Other professional commitments, parent meetings and inservices shall be attended as part of each teacher's regular duties with no extra compensation.
- (2) A parent-teacher conference schedule must be

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approved by the building principal prior to conference scheduling where applicable.

- 7.9 The Board shall create a fund of \$5000.00 each year of the contract for equal distribution amongst teachers with National Board Certification. The maximum stipend per teacher is not to exceed \$1000.00 per year for the duration of the ten 10) year certification. The teacher must notify the District by October 1 to be eligible to receive the stipend in an off schedule payment in November.

#### ARTICLE VIII. INSURANCE

- 8.1 Insurance shall be fully paid by the Board for each teacher in the District. The benefits shall be provided through Michigan Education Special Services Association in a "MESSA-PAK." Each teacher shall select either Option A or Option B below.

If, for the 2004-05 school year, the bargaining unit's MESSA-PAK 'Option A' monthly rate exceeds \$965.71, the participant electing 'Option A' shall reimburse the District for the excess through payroll deduction in equal amounts from the teacher's regular pay. If the premium is less than the previously stated amount, the teacher shall be paid the difference in one lump sum at the end of the school year.

If, for the 2005-06 school year, the bargaining unit's MESSA-PAK 'Option A' monthly rate exceeds 1014.00, the participant electing 'Option A' shall reimburse the District for the excess through payroll deduction in equal amounts from the teacher's regular pay. If the premium is less than the previously stated amount, the teacher shall be paid the difference in one lump sum at the end of the school year.

If, for the 2006-07 school year, the bargaining unit's MESSA-PAK 'Option A' monthly rate exceeds \$1064.70, the participant electing 'Option A' shall reimburse the District for the excess through payroll deduction in equal amounts from the teacher's regular pay. If the premium is less than the previously stated amount, the teacher shall be paid the difference in one lump sum at the end of the school year.

If, for the 2007-08 school year, the bargaining unit's MESSA-PAK 'Option A' monthly rate exceeds \$1117.94 , the participant

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electing 'Option A' shall reimburse the District for the excess through payroll deduction in equal amounts from the teacher's regular pay. If the premium is less than the previously stated amount, the teacher shall be paid the difference in one lump sum at the end of the school year.

8.2 Option A shall include:

- A. Super-Care I health insurance with XVAZ rider.
- B. \$35,000 term life insurance with AD & D.
- C. Long-term disability insurance as follows:
  - (1) 50% of salary after a 90 calendar day waiting period.
  - (2) Maximum payment of \$5,000 per month.
  - (3) Social security freeze.
  - (4) Minimum benefit payable by the insurance company of \$25 per month regardless of Social Security disability or other benefits.
- D. Dental insurance: 75% of Class I, benefits with an annual maximum of \$1,000.00, 75% of Class II benefits with an annual maximum of \$1,000.00, and 75% of Class III benefits with a lifetime maximum of \$1,500.00.
- E. Vision care MESSA VSP-3.

8.3 Option B shall include:

- A. \$35,000 term life insurance with AD & D.
- B. Long-term disability insurance as follows:
  - (1) 50% of salary after a 90 calendar day waiting period.
  - (2) Maximum payment of \$5,000 per month.
  - (3) Social security freeze.
  - (4) Minimum benefit payable by the insurance company of \$25 per month regardless of Social Security disability or other benefits.

- C. Dental insurance: 75% of Class I benefits with an annual maximum of \$1,000.00, 75% of Class II benefits with an annual maximum of \$1,000.00, and 75% of Class III benefits with a lifetime maximum of \$1,500.00
  - D. Vision care MESSA VSP-3.
  - E. \$2,000.00 annually shall be given in cash (divided equally among the teacher's second pay of each month or in a lump sum) which the teacher can choose to apply to the tax deferred annuity of the teacher's choice. The Association does hereby agree to save and hold harmless the employer from any and all costs, assessment or penalties as a result of Internal Revenue Service determination of a taxable liability to teachers caused by the inclusion of the option of cash in lieu of health insurance benefits.
- 8.4 Part-time employees who elect Option A shall pay a portion of the health care cost in a prorated amount equivalent to the ratio of employment to full time, subject to authorized payroll deduction. Part-time employees who elect Option B shall receive annuity benefit option monies in an amount equivalent to the ratio of employment to full time.
- 8.5 The school year for purposes of this article shall be September 1 through August 31.
- 8.6 An IRS Section 125 Plan shall be established and made available to the extent possible under law.

## ARTICLE IX. WORKING CONDITIONS

- 9.1 The Board and the Association recognize a teacher's duties as professional duties which cannot be confined to a fixed number of hours per day or per week.
- 9.2 Teaching Hours
- A. Elementary teachers shall be required to report for duty at 8:25 a.m. and shall be expected to remain until 3:53 p.m. Middle school teachers shall be required to report for duty at 7:25 a.m. and shall be expected to remain until 2:48 p.m. High school teachers shall be required to report for duty at 7:10 a.m. and shall be expected to

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remain until 2:38 p.m. During that time teachers shall attend to those matters which properly require attention, including consultations with parents when scheduled directly with the teacher. On Fridays, on days preceding holidays, vacations or evenings when a teacher's attendance at a school event is required, the teachers may leave as soon as their pupils' busses have been called. Should there be a need for the District to reschedule bus runs, that may necessitate starting and ending time adjustment, the parties shall meet to resolve such adjustment.

- B. Each secondary teacher shall be scheduled for a conference period equivalent in total length of time to a regular class period on a daily basis. Conference periods shall be used for such things as thorough preparation, conferences with parents, teachers, and administrators, IEPCs and special assistance to students. Conference time shall not be used for or spent on any unconnected or non-school activity. In addition, it is expressly understood that teachers will not leave their buildings during conference time except in an emergency as determined by the building principal. Should the Administration schedule an assembly during the teacher's conference period and the Administration requires that teacher to report, said teacher shall be paid the professional rate for the assembly.
- C. Elementary teachers shall have all the time during which their classes are receiving instruction from special instructors in music (35 minutes), art (45 minutes), physical education (35 minutes) and library (20 minutes) for conference time. All time when elementary teachers are not assigned recess duty will be considered conference time. Conference time shall be used for such things as thorough preparation, conferences with parents, teachers, and administrators, IEPCs and special assistance to students. Conference time shall not be used for or spent on any unconnected or non-school activity. In addition, it is expressly understood that teachers will not leave their buildings during conference time except in an emergency as determined by the building principal. All elementary teachers including special instructors shall be guaranteed at least thirty-five (35) consecutive minutes



of preparation time each day. The administration will first seek volunteers to have more than one block per day if necessary. If there are no volunteers, the least senior teacher will have a day with two blocks, however, this shall not occur more than one year in a row. If there is more than one volunteer, the most senior teacher will prevail. Should the Administration schedule an assembly during the teacher's conference period and the Administration requires that teacher to report, said teacher shall be paid professional rate for the assembly.

- D. Each secondary teacher shall be scheduled at least a thirty (30) minute duty-free lunch period each day. Elementary teachers shall have at least a thirty-five (35) minute duty-free lunch period each day.
- E. The teaching day shall not begin prior to 7:25 a.m. nor extend beyond 4:30 p.m.
- F. Teaching a class during a conference/planning period.
  - (1) A teacher agreeing to teach a class during a normally unassigned period shall be paid at the following rate:
    - (a) the professional rate per period at the high school level;
    - (b) the professional rate per period at the middle school level.
    - (c) The hourly rates set forth above are based upon five (5) teaching periods at the high school and six (6) teaching periods at the middle school. Any change in the number of teaching periods at either level will result in a proportional increase or decrease in the hourly rate.
  - (2) (a) A teacher agreeing to teach during his/her conference period on a "permanent basis" shall be compensated as follows:
    - 1. A teacher agreeing to teach an extra class at the Middle School will be paid one-sixth (1/6) of his/her contractual salary.

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2. A teacher agreeing to teach an extra class at the High School will be paid one-fifth (1/5) of his/her contractual salary.

(b) For the purposes of this section, the term "permanent basis" will mean an extended period over five (5) working days; teachers shall be reimbursed at the rates above retroactive to the first date of said assignment.

### 9.3 Teaching Loads and Assignments

A. The teaching load in the senior high and middle schools shall generally not exceed thirty (30) teaching periods per week. The weekly teaching load in the elementary school shall not exceed thirty-two (32) hours of classroom teaching.

B. The Board shall make every effort to maintain class sizes at 30 exclusive of special classes that can customarily handle more than 30, i.e., Typing, gym, vocal and instrumental music, etc. When a class size of a high school teacher exceeds 150 students per day or 180 per day for a middle school teacher at any time after the fall count, the teacher will be paid at the rate of \$2.00 per day per student. Any such payments will be made at the end of each semester.

C. (1) The teaching load in the elementary grades (K-5 general education) shall not exceed thirty (30) pupils except in the case where scheduling could cause an overload of not more than two (2).

(2) (a) **Mainstreaming.** When an elementary special education student is mainstreamed from a learning disability classroom or an emotionally impaired classroom into general education, the special education student's membership will be counted as follows:

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- (b) The student's membership will be expressed in terms of his/her actual amount of attendance in that general education room per day. The fractional part of the day will then be weighted at a 2:1 ratio. For example, if a student attends a general education room for three hours of instruction, the student's membership is computed at  $\frac{3}{5} \times 2 = \frac{6}{5}$  of a student for purposes of determining class size in Section 9.3.a.
- (c) The number of actual students assigned to a general education classroom shall not at any time cause the class size limits set forth in Section 9.3(c)(1) of this Article to be exceeded.
- (3) In the event of a financial emergency created by an executive order, legislative action, or constitutional change, or the loss of an operational millage renewal, the above stated ratios will be rendered null and void.
- (4) When a class size of a teacher in the elementary exceeds the above limits at any time after the fall count the teacher will be paid \$10.00 per day per student over 30. Any such payments will be made at the end of each semester.
- D. Teaching assignments shall be made at the discretion of the Administration to classes for which the teacher is Highly Qualified. For classes where Highly Qualified status is not required, the areas of teacher competence, teaching certificate/or major or minor fields of study will be considered.
- E. Teachers will be expected to assume supervision of the recess activities on a rotational basis.
- F. Any supervisory assignments beyond the regular teaching day, e.g., bus duty, shall be in proportion to the teaching time spent in that building.

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- G. Occasions when classes are canceled for professional meetings, non-classroom professional personnel will report to their assigned building principal for instructions during these release times.
- H. Teachers shall be given advance notice of their tentative classes for the forthcoming year as soon as possible.
- I. Adult/Community Education, Driver Education, and Summer School assignments shall not be obligatory, but shall be made with the consent of the teacher. Preference in making such assignments in cases requiring certified teachers shall be to teachers regularly employed in the District. Whenever two or more teachers apply for the above vacancies and in the opinion of the Assistant Superintendent for Administrative Services their qualifications are equal or similar, preference shall be given to the applicant with the greater length of service to the District.
- (1) All positions shall be posted during the school year and applications will be available through the offices of the appropriate director. Openings occurring during the summer shall be posted in the central offices.
  - (2) The following conditions shall not apply to Driver Education or Adult/Community Education:
    - (a) When the Fourth of July falls on a school day, school shall be closed and the teacher shall receive compensation for that day at the regular daily rate. When the Fourth of July falls on Tuesday or Thursday, school will also be closed on the corresponding Monday or Friday, and teachers shall receive compensation for that day at the regular daily rate.
    - (b) Summer school teachers shall be eligible for one (1) sick leave day during the summer school program. This day will be cumulative as long as the teacher remains with the summer

school program, but will not be added or subtracted from the teacher's regular full-time leave bank.

#### 9.4 Teaching Conditions

- A. The Board will continue its efforts to keep the schools reasonably and properly equipped and maintained.
- B. The Board shall make every effort to provide adequate facilities, equipment, and material to implement the educational program of the District.
- C. The Board and/or the Association may establish study committees to report on the feasibility of improvement in any or all items in 9.4(b) above.
- D. The Board agrees to make every effort to provide facilities for:
  - (1) Secure storing of personal belongings of the teacher, provided that the District shall not be the insurer of the teacher's personal belongings and assume no liability for the same.
  - (2) A teacher work area containing equipment and supplies to aid in preparation of instructional materials.
  - (3) An appropriately furnished room to be used as a faculty lounge. Such room shall be in addition to the aforementioned teacher work area.
  - (4) Designated teacher rest rooms.
  - (5) A separate desk for each teacher upon request.
  - (6) Miscellaneous conditions:
    - (a) Parking facilities shall be made available to teachers.
    - (b) The present telephone facilities shall be made available for teacher's school business use and/or necessary personal local calls.

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- 9.5 The Board shall provide a guest teacher(s) for any absent special subject teacher(s) and media specialist(s) if needed to insure release time for elementary classroom teacher. This may include the use of non-specialized guest teacher(s) in these special positions.
- 9.6 No bargaining unit member shall be required to provide school health services {defined as an act or function constituting the 'practice of medicine' within the meaning of the Public Health Code (MCL 333.170001)}, except in life threatening circumstances. Bargaining unit members will be advised of the steps to be taken in the event an emergency arises related to the student's medical condition. Teachers shall not be required to assist with the regular hygiene of medically fragile students, except in emergency situations.

#### ARTICLE X. VACANCIES, PROMOTIONS AND TRANSFERS

- 10.1 The Board agrees to post all bargaining unit vacancies for five (5) school days. The Board further agrees to post known vacancies for the Fall term in the Spring.
- 10.2 Teachers wishing to apply for any posted positions shall send a letter of interest to the personnel office within the posting period. Teachers with specific interests in possible vacancies will notify the personnel office of their interest in writing on an annual basis by completing a transfer request which shall include a summer address. A teacher who submits a transfer request shall receive notice of all postings during the following summer in his/her area of interest .
- 10.3 Should a vacancy occur, the teachers who have expressed an interest in said position or similar position shall be contacted by the personnel office and notified of the vacancy. The teachers so notified shall have the responsibility of contacting the personnel office or director indicating their interest in said position within one week of notification.
- 10.4 In filling a bargaining unit vacancy within the teaching staff, the Board agrees to consider the professional background and attainments of all applicants, the length of time each has been in the school system, and other relevant factors.

- 10.5 In filling promotional vacancies to administrative positions, the Board shall consider the professional qualifications, background, attainments, and other relevant factors, including service in the school district, as well as applicants from outside the school district. The parties recognize, however, that the filling of vacancies at the supervisory and administrative levels and the fillings of newly created supervisory and administrative positions is a prerogative of the Board, and the decision of the Board with respect to such matters shall be final.
- 10.6 A. Any teacher transferred to a supervisory administrative position shall on return to teacher status, retain and accumulate such rights as he/she held under this agreement prior to transfer.
- B. Notwithstanding the above paragraph, for the duration of this agreement any person in administrative or supervisory position may transfer or be transferred into a bargaining unit position for which he/she is Highly Qualified without additional course work with full seniority credit for years of service to the District pursuant to Article XXI, Section 21.3(c).
- 10.7 Reassignment of teachers to different grade levels or subjects shall first be discussed with the affected teachers and notification shall occur if possible, before the end of the school year for implementation the subsequent year.
- 10.8 The parties recognize that changes in grade assignments in the elementary schools, changes in subject assignments in the secondary school grades, and transfers between schools may be necessary. While the right of determination to assign or transfer a teacher is vested in the Board, the Board will not, in any case, assign or transfer a teacher without prior discussion with said teacher. Such transfers in changes of assignments shall be on a voluntary basis whenever possible. In making involuntary assignments in transfers, the convenience and wishes of the individual teacher will be honored to the extent that these considerations do not conflict with the terms of this agreement. A teacher whose request for a reassignment within a building is denied shall be given an opportunity to discuss the denial with the building principal or his/her designee.
- 10.9 Transfers shall be based on seniority and once accepted are binding. In the case of an involuntary transfer the least senior

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teacher who is certified and currently Highly Qualified for the position and meets the posted specifications reasonably related to the position, shall be transferred. In the case of a voluntary transfer the most senior applicant who is certified and currently Highly Qualified for the position and meets the posted specifications reasonably related to the position, shall be transferred. For classes where Highly Qualified status is not required, the areas of teacher competence, teaching certificate, and major/minor fields of study will be considered. In their first five (5) years of teaching with South Lyon schools, special education teachers will not be allowed to transfer into regular education without mutual consent of the affected principals, the Assistant Superintendent for Administrative Services and the SLEA President. In staffing new buildings, half the positions will be filled on a seniority transfer basis and the other half will be staffed by the principals with either new hires or teachers the principal has selected who have insufficient seniority but wish to transfer into the building.

- 10.10 The Board shall transfer as many teachers as necessary to positions for which they currently are Highly Qualified without additional course work in order to retain senior employees to the greatest extent possible. Such transfers shall, notwithstanding seniority, be made where necessary provided the least senior employee possible is transferred.
- 10.11 An open position shall not be considered vacant while there is a teacher on layoff who is qualified for the position or when a transfer to the open position of a teacher who is currently qualified without additional course work could create an open position for which a laid off teacher is qualified.
- 10.12 Qualified as used in sections 10.6, 10.9, 10.10, and 10.11 above shall be as defined in Article XXI, Section 21.2(c).
- 10.13 The Board recognizes that it is desirable in making assignments to consider the interests and aspirations of its teachers. Requests by a teacher for transfer to a different class, building, or position shall be made in writing on forms furnished by the Board. One copy shall be filed with the Assistant Superintendent for Administrative Services, one with the Principal, and one with the Association.
- 10.14 Teachers who are placed on an Individual Development Plan (IDP) shall not be allowed to request transfer to other buildings while on the IDP except by mutual agreement of the affected



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principals, the Assistant Superintendent for Administrative Services and the SLEA President. However, probationary teachers shall be granted a transfer by seniority if they are Highly Qualified, have two consecutive years of satisfactory evaluations and no Memorandums of Concern within the last year.

- 10.15 With regard to teachers who do not meet the requirements for Highly Qualified status under the MDE definition for the position to which they are assigned, the District agrees to reimburse the teacher, on a one-time only basis, for the cost of taking the appropriate MTTC test in order to meet the definition of Highly Qualified.

## ARTICLE XI. LEAVE POLICY

### 11.1 Daily Absence

- A. Sick Leave. All bargaining unit members shall be allowed sick leave privileges listed below. Privileges for part-time employees shall be prorated.
- (1) At the beginning of each school year, teachers who have completed their first day of employment will be credited with twelve (12) days of sick leave allowance. Two of the twelve days can be used for personal business or the entire 12 days can be used for absences caused by sickness and physical disability. Additional personal business days which will be charged to accumulated sick days may be granted at the discretion of the Assistant Superintendent for Administrative Services whose decision is not grievable.
  - (2) Sick days may be accumulated to a total of one hundred fifty (150) days. Any sick days lost because of the limit on accumulation stated in this paragraph shall be credited to the Master Sick Bank set forth in Article XII of this Agreement.
  - (3) All requests for sick leave must be submitted to the principal and approved by the Assistant Superintendent for Administrative Services.

Proof of illness signed by a physician shall not be required except under the following circumstances:

- (a) A teacher demonstrating a pattern of sick leave abuse may be notified that he/she will be required to furnish proof of illness signed by a physician for any subsequent use of sick leave during the current school year. Notification of such requirement shall be made in writing to the teacher by the Assistant Superintendent for Administrative Services or a designated central office administrator.
  - (b) In the event of absence of a teacher or illness in excess of five (5) consecutive working days, the Board may, at its expense, require an examination by an independent physician.
- (4) Any teacher whose personal illness extends beyond the period compensated by accrued sick leave and/or sick bank, will be granted a leave of absence without pay or fringe benefits or increment for such time as is necessary for complete recovery, to a maximum of one year. Upon return from the leave, a teacher may be assigned to the same or similar position, providing a vacancy exists. Upon written request, such leave may be extended for one year.
- B. **School-Related Contagious Diseases.** A teacher absent from work because of mumps, scarlet fever, measles, shingles or chicken pox, will be paid for the days absent and the days will not be deducted from accumulated sick leave, upon presentation of a doctor's note expressing a likelihood of on the job exposure.
- C. **Family Illness.** Absence to provide necessary care for a member of the immediate family where no other arrangements are possible may be charged to sick leave and deducted from the employee's accumulation of sick days provided:

- (1) The "necessary care" must be such as would be prescribed by a physician or required by the incapacity of relative requiring care.
- (2) Where other relatives are available and capable to "provide necessary care", it is agreed that the employee's provision of care is not necessary since "other arrangements" are possible.
- (3) If more than ten (10) days are used in any one (1) fiscal year for the above it will result in loss of pay, unless approved by the Assistant Superintendent for Administrative Services.

- D. Death in the Immediate Family. Up to five (5) days per occurrence of the accumulated sick leave allowance may be used for a death in the immediate family. The immediate family shall include father, mother, brother, sister, spouse, child, grandparents, and shall include father- and mother-in-law and dependents of the immediate household. When warranted by circumstances, days may be granted at the discretion of the Assistant Superintendent for Administrative Services for the death of persons with whom the teacher resides who are closely associated with the teacher. These days will also be deducted from the teacher's accumulated sick leave allowance.
- E. Time lost by unauthorized absence from duty will result in a proportionate salary deduction.

## 11.2 Professional and Personal Business

- A. Two (2) days a year of sick leave allowance may be used for personal business, non-cumulative for all teachers.
- (1) No reason shall be required.
  - (2) Abuse of such days may result in loss of pay.
- B. Personal business means an activity that requires the teacher's presence during the school day and is of such a nature that it cannot be attended to at a time when school is not in session.

Examples of appropriate use are as follows:

- (1) Closing of home mortgage.
  - (2) Physician or dentist appointment that cannot be made except during school time.
  - (3) Attorney appointments, tax audits, court hearings that cannot be made except during school time.
  - (4) Religious holidays. (If more than two personal business days are needed in a year for religious holidays, the affected teachers shall submit their written request for those days to the principal within the first week of school.)
  - (5) Funerals of persons other than immediate family or relatives as noted above.
  - (6) Government ordered evacuation of the teacher from his/her residence due to a flooding condition, tornado, or contamination.
  - (7) Extensive damage to the teacher's home.
- C. A personal business leave day shall not be granted for the day preceding or the day following holidays or vacations, and the first and last days of the school year, except by special permission of the Assistant Superintendent for Administrative Services whose decision is not grievable.
- D. No advance notification is required other than the usual absence report procedure, except as noted 11.2 C above.

### 11.3 Parental Leaves

#### A. Pregnancy Disability

- (1) The pregnant teacher shall be allowed to continue in her position as long as she is fit to perform her duties.
- (2) The teacher shall submit a request for pregnancy leave to the Assistant Superintendent for Administrative Services office in writing sixty (60) days prior to the expected date of the birth

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of a child. The request shall specify the expected beginning and terminating dates of the leave. The disability leave may begin at any time during pregnancy upon written notice from her personal physician.

- (3) In the event of miscarriage prior to the inception of leave, and upon written request of the teacher, the Board shall cause the granted leave to be voided.
- (4) In the event of a miscarriage or should the death of the child occur during the period of disability, then termination of the leave shall be relaxed by the Assistant Superintendent for Administrative Services at the request of the teacher.
- (5) The teacher shall be eligible to return from pregnancy leave upon filing her physician's statement that she is fit for employment. The teacher shall, within six (6) weeks of delivery provide the Administration with a doctor's statement indicating the approximate date of return.

**B. Child Care Leaves**

- (1) Child care leaves are available to teachers for the primary care of children during infancy (approximately to 12 months). Requests for such leave shall be made in writing at least four (4) months prior to said leave. Requests shall state the expected date the leave is to begin and the expected duration of said leave.
- (2) The length of the leave shall not exceed one (1) year, but may be extended at the discretion of the Board, upon written request by the teacher.
- (3) If a pregnancy disability is to be followed by a child care leave, the teacher shall notify the Assistant Superintendent for Administrative Services office in writing at least four (4) months prior to the expected date of the leave.

(4) The return date following a child care leave shall be mutually agreed upon between the teacher and Assistant Superintendent for Administrative Services. The return date following a child care leave shall only be at the beginning of a marking period.

C. **Adoptive Leaves** A teacher may notify the Board of acceptance as an adoptive parent. If the teacher so desires, an unpaid leave of absence of up to one (1) year may be granted upon notice of placement of the child in the home. Such leave is granted to the teacher on the basis that the teacher has the primary care and custody of the child.

#### 11.4 Extended Leaves

A. **Military Leave** A leave of absence shall be granted a teacher who is inducted or enlists in any branch of the armed forces of the United States. Reinstatement on completion of such service shall be in accordance with the requirements of the applicable laws of the United States.

B. **Public Service Leaves**

(1) A teacher will be granted a one year leave without pay or fringe benefits prior to the beginning of, or at the conclusion of, the school year to campaign for himself/herself to serve in a public office. Further extensions shall be granted at the will of the Board.

(2) A leave of absence of up to two (2) years without pay shall be granted to a teacher for the purpose of serving as an officer of the Michigan and/or National Education Associations.

C. **Legal Services Leaves**

(1) A paid leave of absence shall be granted to a teacher called for jury service. Immediately upon receipt of payment for jury duty service, the teacher shall remit payment to the business office, excluding travel allowances and reimbursement of expenses.

- (2) A leave of absence may be granted for court appearance as a non-party witness in a case incident to his/her employment or when a party defendant (with the Board) in a case incident to his/her employment; provided, that the Board shall only be obligated to pay an amount equal to the difference between the employee's normal straight-time daily rate and the witness fee paid by the court, if any; provided, further, that the employee is required by law to appear.
- (3) Teachers served with a subpoena to appear in court may use their personal business days for such an absence but such use will not be subject to the restrictions of section 11.2 (c).

D. **Hardship Leaves** Upon recommendation of the Assistant Superintendent for Administrative Services and the approval of the Board of Education a teacher may be granted a leave of absence for up to one (1) year for family or personal hardship or other extenuating circumstances, without pay or fringe benefits. Denial of such request shall not be subject to the grievance procedure.

11.5 **Payment upon Death or Retirement** Upon the death of a teacher or upon a teacher's retirement from the system, the Board agrees to promptly notify the teacher, or their beneficiary of the teacher's accumulated sick leave benefits, to a maximum of one hundred twenty-five (125) days. The teacher or his/her beneficiary shall receive the cash value of one-third (1/3) the accumulated sick leave at the time of retirement or death. Application for receipt of these benefits must be made within one calendar year from the notification provided by the Board.

- A. To receive payment of one-third (1/3) of the accumulated sick leave on retirement, the teacher must have made application and be eligible for monthly retirement or disability allowance from the Michigan Public School Employees Retirement Fund.
- B. The amount of payment for the accumulated sick leave will be based upon the teacher's per diem salary at the time of death or retirement.

- C. As deemed allowable by law, the District and SLEA agree to the terms of the District's "Bencor-Michigan Public Schools Special Pay Plan", which would allow employees to avoid the payment of Social Security on severance payments. By current law, all employees must agree to the terms of the plan. Severance pay will not be allowed in cash, unless through the terms of the Special Pay Plan.
- D. The employee will assume the responsibility for the tax obligation associated with the plan consistent with state and federal requirements.

#### 11.6 Miscellaneous Provisions Regarding Leaves

- A. Upon the recommendation of the Assistant Superintendent for Administrative Services, the Board may, at the Board's expense, require a teacher to submit to a physical or mental examination by appropriate specialists to determine whether involuntary sick leave is warranted.
- B. Any teacher who is absent because of injury or disease compensable under the Michigan Worker's Compensation Act shall receive from the Board the difference between the amount paid under the Worker's Compensation Act and his/her regular base salary, computed on a daily basis, provided, however, that the Board's obligation to pay said sum shall terminate on the last working day for which the teacher is compensated in that school year, or the termination of Worker's Compensation benefits, whichever is sooner. Should the Board's payment be found to be subject to the coordination of benefits requirements of the Worker's Compensation Act, such that the amount of Worker's Compensation would be reduced, the teacher shall receive only the Worker's Compensation benefit provided by that statute. In any event, the Board's liability for payment of premiums of fringe benefits shall terminate after six (6) months or the balance of the school year, whichever is less.
- C. Unless otherwise indicated, the following conditions shall apply to leaves of absence:



- (1) Requests for leaves shall be in writing as soon as possible but no later than June 1. Exceptions shall be made in case of an emergency.
- (2) Eligibility shall be based on a minimum of three (3) years continuous employment in a district.
- (3) All extended leaves shall be limited to one year. Further extensions shall be at the will of the Board.
- (4) Salary increments shall not accrue.
- (5) Sick leave days shall not accrue, but unused sick leave days held at the start of the leave shall be reinstated.
- (6) Re-employment before the termination of an approved leave shall be at the discretion of the Board.
- (7) Upon return from leave, the teacher shall be assigned to the same position, if available. If not available he/she shall be assigned to an available position for which he/she is qualified.
- (8) The following shall apply for employees on an unpaid leave of absence at the end of the school year.
  - (a) Insurance benefits shall be prorated on the basis of the portion of the year worked.
  - (b) Employee may self-pay to continue health and/or dental insurance for the duration of the unpaid leave if payroll is notified of intent in advance and payment is made seven (7) days prior to the beginning of the month, subject to rules and regulations of the carrier.

D. Notification of Return From Leave

- (1) Written notice of intention to return from leave or resign shall be given to the Assistant Superintendent for Administrative Services as

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early as possible but no later than April 1 of the year, except in the case of a leave of absence terminating during the school year, in which case notification must be received three (3) months prior to the expiration of the leave. Failure of the teacher to comply with this provision shall result in the forfeiture of any seniority accumulated during the leave of absence or, in the event no seniority was accumulated during the leave, the forfeiture of an amount of seniority equal to the length of the leave of absence or all accumulated seniority, whichever is less.

- (2) For teachers on leave of absence for less than three months, notification will be required forty-five (45) calendar days in advance of the leave's expiration, except in the case of a leave terminating at the beginning of a subsequent school year, in which case notification must be received by April 1.

#### 11.7 Family And Medical Leave

The Family Medical Leave Act shall be governed pursuant to the Board policy as adopted by the Board on May 1, 1995 except that the employer, or the employee, shall have the option of first using accumulated paid sick leave, vacation, and/or personal leave during the FMLA Leave. The remainder of any FMLA leave time will be unpaid. If the employer elects this option they can not require that the employee utilize their last five (5) days of accumulated sick leave.

### ARTICLE XII. MASTER SICK BANK

- 12.1 Master Sick Bank Plan The procedure for the Administration of the Master Sick Bank shall be in accordance with the following provisions and shall be for the use and benefit of all eligible teachers who apply and whose applications are subsequently approved for sick day(s) benefits.
- 12.2 Funding of Sick Bank The Master Sick Bank shall be funded in accordance with the following provisions:

- A. Any days which would be lost to the teacher due to the provision of Article 11.1(a)(2) shall be credited to the Master Sick Bank.
- B. Up to ten (10) sick days which would be lost to a retiring teacher in accordance with Article 11.5 shall be credited to the Master Sick Bank.
- C. Teachers newly employed by the school district shall have one (1) sick day of their allowance transferred to the Master Sick Bank at the beginning of their employment.
- D. The maximum number of sick days in the Master Sick Bank shall be six hundred (600) days. If sections 12.2 (a) and (b) above provide more than 600 days, then contributions as provided in section 12.2 (b) above shall be reduced provided contributions are in increments of half days.
- E. Sick day(s) transferred to the Master Sick Bank from the current allowance of a teacher or any other sick days so transferred, shall not be deducted from the days remaining in the Master Sick Bank at the time the teacher terminates his/her employment with the school district.
- F. If the number of days in the Master Sick Bank falls below twenty (20) prior to the end of any school year, the Association will notify the Board to make a transfer of up to one (1) more day from each teacher's current allowance to the Master Sick Bank.

12.3 Eligibility - Master Sick Bank Any teacher shall be eligible to make application to the Sick Bank Committee for sick days of benefit after he/she has been incapacitated for twenty (20) consecutive working days and has used all of his/her own allowance. If a teacher is incapacitated for at least twenty (20) working days in any one (1) year and there is a further incapacitation which appears to be a recurrence of the same illness or accident and the same doctor who handled the case originally verified by written statement that such incapacitation is a recurrence, then the twenty (20) day eligibility requirement could be waived in this instance at the discretion of the sick bank committee.

- 12.4 Application** Each application for sick days of benefit from the Master Sick Bank must be submitted on the sick bank application form to the sick bank committee, and such application will be approved or rejected on the basis of the individual teacher's circumstances. Application to the sick bank must be made within the first fifteen (15) school days of the teacher's disability. All applications must be accompanied by supporting doctor's statements.
- 12.5 Sick Bank Committee** The Sick Bank Committee shall be composed of two (2) teachers to be selected in any manner determined by the Association and the Assistant Superintendent for Administrative Services. The names of the teachers selected for the committee shall be forwarded to the Assistant Superintendent for Administrative Services by October 1 of each year. Any application approval by the committee shall be by a majority vote of the entire committee. All applications and their disposition shall be forwarded to the Assistant Superintendent for Administrative Services and the President of the SLEA. Decisions of the committee are final and not arbitrable.
- 12.6 Administration** The Master Sick Bank shall be administered by the Sick Bank Committee in accordance with the following provisions:
- A.** No teacher shall be allowed more than the number of days needed to satisfy the waiting period for LTD benefit from the Sick Bank in any school year. Any eligible teacher having fewer than twenty (20) sick days after completion of the teacher's first day of the school year, and who needs to access the Master Sick Bank that year, will only receive a maximum of a matching number of his/her accrued sick days from the Master Sick Bank.
  - B.** The form authorizing an award of sick days from the Master Sick Bank to a teacher which is sent to the Board for payment must be accompanied by supporting doctor statements used by the committee in making their decision (for Board review) and signed by two (2) members of the Sick Bank Committee. Said forms shall be sent to the Board within five (5) days of authorization.

C. The records of the Master Sick Bank shall be audited at the end of each school year by a committee composed of three (3) members, with one member each to be appointed by the Board, by the Association, and by the Sick Bank Committee. A copy of the audit report shall be furnished to the Board, Association, and the Sick Bank Committee.

12.7 Board Retention of Sick Days All sick leave days accumulated by any teacher in his/her current allowance or those days transferred by the Master Sick Bank from his/her current allowance shall be subject only to the contingent liability of actual sick claim use by the teacher or the Master Sick Bank. All sick leave days which are not used by the teacher or the Master Sick Bank during the period of his/her employment shall not be subject to any other type or kind of claim in any form whatsoever by the teacher or the SLEA when his/her employment has terminated, except as provided in Article 11.5 with respect to the teacher's individual accumulation.

### ARTICLE XIII. CONFERENCES AND CONVENTIONS

13.1 The Assistant Superintendent for CITA will make the assignment involving conference or convention participation.

#### 13.2 Conference and Conventions

A. All conference or convention expenses shall be reimbursed in accordance with the budgetary requirements.

B. An itemized account is required which will include details of transportation costs (based upon lowest connecting public carrier costs or official highway map mileage), meals, lodging, and conference registration fee. This report shall be submitted not more than thirty (30) days after the conference or convention.

13.3 Teachers wishing to attend educational conferences relative to their instructional assignment must request authorization at least two (2) weeks prior to the date of this conference. This is done by submitting to the building principal a Conference or Special Meeting form. All requests must have the approval of the building principal before being forwarded to the Assistant

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Superintendent for CITA for approval. The requests will be approved or disapproved; and if approved, may be so with none, a part of, or all expenses paid. After returning from the conference, the teacher submits the Conference Expense Report form to the building principal listing the exact expenses for each item and including receipts. In addition, the teacher will be expected to submit a written report (two copies) on the conference attended; one for the teacher's personnel file, and one for the building principal.

- 13.4 The Assistant Superintendent for CITA will attempt an equitable distribution of the available funds among the various departments and grade levels.

#### ARTICLE XIV. TEACHER EVALUATION

- 14.1 The evaluation of the work of all teachers is a responsibility of the building principal. The building principal may designate an assistant principal or the Special Education Coordinator or Vocational Education director, provided the coordinator/director so designated has knowledge of the teacher's subject area. The teacher will be notified by October 1 of the administrator who will be performing the evaluation.
- 14.2 The form(s) to be used for teacher evaluation shall be those attached to this agreement.
- 14.3 All evaluations made by the building principal or his/her designee shall be recorded and placed in the teacher's personnel file.
- 14.4 Each observation shall be made in person with full knowledge of the teacher being observed. No complaint against a bargaining unit member by any person, including parents or students, will be used in the evaluation unless the member has been previously notified of the complaint. Complaints made prior to the teacher's last evaluation may not be used in the current evaluation unless they were noted in the previous evaluation.
- 14.5 An important purpose of the evaluation procedure is to provide constructive assistance to teachers.
- 14.6 A teacher shall have the right to read all evaluations conducted by his/her supervisor before the evaluation is placed in his/her personnel file. After reading the evaluation and discussing it

with his/her building principal or his/her designee, the teacher shall sign the evaluation and receive a copy. If the teacher disagrees with the evaluation, the teacher shall have an opportunity to submit a letter of rebuttal, which shall be permanently attached to the evaluation. If the teacher decides to attach such a letter, it must be given to the building principal within two (2) weeks of the above mentioned discussion.

- 14.7 Results of student assessments will not be used on evaluations.
- 14.8 Evaluation reports shall bear the signature of both the building principal or his/her designee and the teacher. The signature of the teacher does not necessarily indicate agreement; it only indicates knowledge that the report will be included in his/her personnel file.
- 14.9 Any disciplinary action not related to classroom performance, which is documented in the teacher's personnel file, shall not be used on an evaluation, unless there has been a repeat of the same behavior. If there is a repeat of the same behavior, it may be documented on the evaluation.
- 14.10 With the teacher's consent any teacher may be informally observed by other educational professionals.
- 14.11 The building principal or his/her designee will document any comments concerning aspects of the teacher's performance that were not directly observed by the writer of the evaluation. These comments shall not be placed in the evaluation until thoroughly investigated.
- 14.12 If any deadline in this Article is missed, due to extenuating circumstances other than absences of the teacher or administrator, both parties may agree to extend the deadline. The deadline will automatically be extended due to a teacher or an administrator absence.
- 14.13 Probationary Teacher Evaluation
  - A. The building principal or his/her designee shall, in consultation with the probationary employee, develop an Individualized Development Plan (IDP).
  - B. The teacher will document progress toward achieving the goals of the IDP in an IDP binder.
  - C. Probationary teachers shall be evaluated at least once

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every year by the building principal or his/her designee. The evaluation must be based on at least three observations at least two (2) of which must be at least 60 days apart.

- D. The three observations of probationary teachers shall total at least 90 minutes and be a minimum of twenty minutes each.
- E. The short form will be used to document the observations.
- F. Within three (3) school days, the administrator and the teacher will meet to discuss the observation, and the teacher will receive a copy of the short form.
- G. Prior to March 15, the administrator and the probationary teacher will meet to discuss the long form final evaluation, which will be based on the three short forms, will address the same criteria and will include an assessment of the teacher's progress in meeting the goals of the Individualized Development Plan (IDP).
- H. No later than March 15 of each probationary year, the final evaluation for each teacher will be furnished to the Assistant Superintendent for Administrative Services. A copy shall be furnished to the teacher. If the report contains any information not previously made known to and discussed with the teacher, the teacher shall have the opportunity to present additional information to the Assistant Superintendent for Administrative Services which will then be permanently attached to the evaluation and placed in the files.

#### 14.14 Tenure Teacher Evaluations

- A. A tenure teacher shall be evaluated at least once every three years by the building principal or his/her designee by May 1.
- B. Beginning with the 1998-99 school year, the evaluation shall be based on, but is not limited to, at least two (2) observations, at least 30 calendar days apart. However, if the building principal or his/her designee notifies the teacher in writing within three days after the first observation that the teacher's performance was less than satisfactory, the second observation will take place



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no sooner than 60 calendar days after the first observation.

- C. All observations must be completed by April 25.
- D. Each observation for tenured teacher evaluation by the building principal or his/her designee shall consist of a minimum of thirty (30) consecutive minutes.
- E. Additional observations may be made at the discretion of the evaluator. (This in no way limits the Board from evaluating any teacher any number of times during a year.)
- F. Within five (5) school days of the second, or final, observation and no later than May 1, the building principal or his/her designee shall provide the teacher with a copy of the written evaluation and meet with the teacher to discuss the evaluation.
- G. If the teacher has received a less than satisfactory performance evaluation, the evaluator shall provide the teacher with an Individualized Development Plan (IDP) developed by appropriate administrative personnel in consultation with the individual teacher.

## ARTICLE XV. PROTECTION OF TEACHERS

- 15.1 The Employer recognizes its responsibility to give appropriate support and assist teachers with respect to the maintenance of control and discipline in the classroom and school.
- 15.2 Teachers shall be responsible within their classrooms for creating and maintaining conditions conducive to learning, following procedures which are sound in terms of modern psychology and pedagogy. The Employer shall give all reasonable support and assistance to teachers in the creation and maintenance of these conditions, and in the use of such control and discipline of students as may be necessary to create and maintain these conditions.
- 15.3 If a teacher is threatened with or subjected to legal suit by reason of customary and appropriate disciplinary action against a student, the Employer will provide assistance necessary to the teacher in his/her defense.

- 15.4 An unprovoked student assault upon a teacher which had its inception in a school-centered problem will be promptly reported to the Employer or its designated representative. The assaulting pupil will be immediately excluded from the teacher's classroom. The alleged assault will be promptly investigated by the building principal and the Assistant Superintendent for CITA, or his/her designated representative. These two persons shall determine a suitable punishment for the assaulting student(s). This decision will be communicated to the teacher concerned by the principal.
- 15.5 Any case of assault on a teacher which had its inception in a school-centered problem will be reported promptly to the Superintendent through the building principal. If the assault is by an adult person who is not a student, the Superintendent will promptly report the incident to the proper law enforcement authorities. In either case, the Employer shall provide legal counsel to advise the teacher of his/her rights.
- 15.6 As a result of an incident outlined in Sections 15.4 or 15.5 above, the teacher shall not incur a loss of salary or sick leave time.
- 15.7 In the event of any situation such as severe weather when in the opinion of the Administration it is necessary to discontinue regular classes in the entire district, teachers will be notified as early as possible and not be expected to report for duty. In the event of heating plant failure or other circumstances involving the closure of less than the entire system, which occurs in such a manner that the day can be counted as a day of student instruction under the meaning of the State School Aid Appropriations Act, teachers will report as usual or remain on duty for assignment wherever needed in the system. In the event of heating plant failure or other circumstances involving the closure of less than the entire system, which occurs in such a manner that the day can not be counted as a day of student instruction under the meaning of the State School Aid Appropriation Act, teachers will not be required to report for or remain on duty; and, such day(s) shall be rescheduled only for the building(s) affected under the general terms for rescheduling "Act of God" days as set forth in Appendix A-2, paragraph A.
- 15.8 The Employer will provide protection to teachers under its present liability policy which will cover legal costs and judgement in case a teacher is sued for occurrences in connection with his/her duties, subject to the exclusions

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appearing in said policy. The liability policy will cover occurrences where teachers transport school pupils in connection with a recognized school function. The currently effective insurance policy will be continued and provide for \$500,000 general business liability and \$1,000,000 aggregate errors and omission liability.

- 15.9 Whenever it appears that a particular pupil requires the attention of social workers, law enforcement personnel, physicians, or other professional persons, the teacher shall initiate a written referral. Upon receipt of such referral, the Employer shall implement the necessary procedures to fulfill such request for services.
- 15.10 Principals and supervisors shall, in consultation with their staffs, develop:
- A. Guidelines for the implementation of Board policy in regard to discipline development, and review shall be initiated and/or reviewed no later than October 30.
  - B. Procedures for prompt consultation when needed, particularly on discipline problems involving a student being sent to the office, after the teacher has met all of his/her discipline responsibilities as outlined by the building principal in writing in policy notebooks.
- 15.11 A teacher may exclude a pupil from one class period at the secondary level 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. At the elementary level, the period of time shall be jointly determined by the teacher and the building principal. The teacher will furnish the principal, as promptly as his/her teaching duties will allow full particulars of the incident in writing. Upon request of the principal, the teacher shall notify the parent of the nature of the offense. If the principal decides a meeting is required with the parent, the teacher will attend.
- 15.12 If a special education student commits an offense for which he/she is expelled, the District must continue to provide special education services. If those services are in the student's home after school hours, bargaining unit members who are certified special education teachers will be offered the opportunity to

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provide those services. In the case of more than one certified special education teacher expressing interest, the student's own teacher would receive the opportunity first. If the student has more than one special education teacher, seniority would dictate. If the student's teacher(s) is not interested, other bargaining unit members who are certified special education teachers will be offered the opportunity and seniority would dictate. If no bargaining unit members are interested, guest teachers with special education certification will be offered the opportunity.

## ARTICLE XVI. PROFESSIONAL NEGOTIATIONS PROCEDURES

- 16.1 The Employer and Association may, upon mutual agreement, negotiate matters not specifically covered by this contract, which shall require ratification prior to implementation.
- 16.2 The Employer and Association are to begin negotiations for a successor agreement no later than 30 days prior to expiration of this contract.
- 16.3 The Employer and Association agree to meet on a bi-monthly basis to discuss the operation of the contract and other matters pertaining to the operation of the school system and to teaching conditions. Three members appointed by the Association and three members appointed by the Employer may be present at these meetings. Each committee may submit to the other, one week prior to the meeting, a list of items they wish to discuss at the meeting.
- 16.4 Neither party in any negotiations shall have any control over the selection of the negotiating or bargaining representative of the other party. The parties mutually pledge that their representative will be clothed with all necessary power and authority to make proposals, consider proposals, and to make concessions in the course of negotiations.
- 16.5 There shall be at least four signed copies of any final agreement. One copy shall be retained by the Employer, two by the Association, and one by the Superintendent.

## ARTICLE XVII. GRIEVANCE PROCEDURE

- 17.1 A grievance is a matter involving an alleged violation or misinterpretation of a specific and expressed article(s) or section(s) of this agreement. Matters involving an alleged violation of a written board policy, rule, order, or regulation affecting the wages, hours, or terms and conditions of employment of bargaining unit members may also be processed as grievances, provided that such grievances shall be ruled upon by the Board of Education, whose decision on such grievances shall be final and binding upon the parties.
- 17.2 Any teacher or his/her representative having such a grievance will first discuss it within ten (10) school days of its occurrence with his/her principal during non-teaching hours, with the object of resolving it informally. The building principal shall make record of the alleged grievance and give copies to the Assistant Superintendent for Administrative Services and teacher. If, however, such a grievance arises in more than one building, then the Association President or his/her designee may file the grievance with the Assistant Superintendent for Administrative Services at the second step of the procedure outlined below. Courtesy copies of the grievance form will be furnished to the principals of the building(s) involved.
- 17.3 In the event the matter is not satisfactorily resolved, or if no decision has been rendered within five (5) days after presentation of the grievance, the following procedure shall be followed:
- A. **STEP ONE:** In order to facilitate the processing of grievances, written grievances as required herein shall summarize the general facts giving rise to the grievance, the date of the alleged violation, or misinterpretation, the relief requested and shall be signed by the grievant(s) or the Association Representative. The grievance shall also cite the section(s) or subsection(s) of this contract, or the written board policy, rule, order, or regulation, alleged to have been violated or misinterpreted. The grievance shall be reduced to writing within five (5) school days, upon the approved grievance form, and submitted to the school principal. This form shall continue in use through steps one through three. The principal shall submit an answer within five (5) school days in writing. One copy of his/

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her decision shall go to the grievant and one copy to the building representative.

**B. STEP TWO:** Within five (5) school days after receiving the decision of the principal, the aggrieved teacher may appeal to the Assistant Superintendent of Administrative Services or his/her designated representative. The appeal shall be in writing, shall specify the articles and sections of the agreement allegedly violated, or misinterpreted, and shall contain the reasons for the appeal. Within five (5) school days after receipt of the appeal, the Assistant Superintendent of Administrative Services shall investigate the grievance, including giving the aggrieved teacher and the Association representative a reasonable opportunity to be heard, and render his/her decision in writing. A copy of his/her decision shall be delivered to the teacher involved, grievance chair, and the school principal.

**C. STEP THREE:**

(1) In the case of a grievance not involving an alleged violation of the agreement, the aggrieved teacher or the Association may appeal to the Superintendent within five (5) days after the Assistant Superintendent of Administrative Services renders his/her decision. This appeal shall be in writing and contain the reasons for the appeal, and a copy of the Assistant Superintendent's decision at Step Two. The appeal shall be heard within ten (10) days of receipt of appeal. The Superintendent shall investigate the grievance, including giving the aggrieved teacher and the Association Representative a reasonable opportunity to be heard. The Superintendent shall render his/her decision in writing within five (5) school days after holding a hearing on the appeal, which decision shall be final. A copy of the Superintendent's decision shall be delivered to the teacher involved, the grievance chair and the Assistant Superintendent of Administrative Services.

- (2) If a grievance is not satisfactorily adjusted at Step Two and if it involves an alleged violation(s) or misinterpretation(s) of a specific article(s) or section(s) of this agreement, the Association may, within ten (10) school days after the decision at Step Two is rendered, submit the grievance to arbitration. Grievances which do not involve alleged violation(s) or misinterpretation(s) of a specific article(s) or section(s) of this agreement may be processed through Step Three, but will not be arbitrable. At any time after submission to arbitration, in the case of a grievance that does involve an alleged violation or misinterpretation of a specific article or section of this agreement, the parties may mutually agree to submit the grievance to review before a mediator appointed by the Michigan Employment Relations Commission. The decision of the mediator shall not be binding on either party.
- (3) (a) The submission to arbitration shall contain a statement of the issues to be arbitrated and references to the specific article(s) and/or section(s) allegedly violated or misinterpreted. The grievance shall be submitted to The American Arbitration Association (AAA). Within ten (10) school days of receipt of a list of arbitrators from AAA, the parties shall select an arbitrator. On alternating cases, the union or district shall be the first to strike the name of an arbitrator. Each party will continue to alternately strike a name until one arbitrator's name remains. The arbitrator will then be jointly notified by the parties of selection and request available hearing dates.
- (b) It shall be the function of the arbitrator, after due investigation, to make a decision in writing and to set forth his/

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her findings of fact, reasoning and the conclusions on the issue(s) submitted. The arbitrator's decision shall be rendered not later than twenty (20) days from the date of the closing of the hearings or if oral hearings have been waived, then from the date final statements and proof are submitted to him/her, and shall be final and binding upon the Association, its members, all employees covered by this agreement, and the District. The arbitrator will be without power or authority to add to, subtract from, disregard, alter or modify any of the terms of this agreement, nor shall he/she make any decisions which require the commission of an act prohibited by law.

- (c) The cost for the services of the arbitrator, including per diem expenses, shall be borne equally by the Board and the Association. All other expenses shall be borne by the party incurring them, and neither party will be responsible for the expense of witnesses called by the other. Bargaining unit members required by the Association as witnesses shall be released without loss of pay, subject to forty-eight (48) hours written notice to the Assistant Superintendent for Administrative Services and payment by the Association of the cost of the substitute or utilization of an Association day.

- 17.4 Any appeals not properly processed within the applicable time periods shall be considered settled on the basis of the last answer given by the respective school authority. The time limits in the Article shall be strictly observed, but may be extended by written agreement of the parties. In the event a grievance is filed after May 15 of any year and strict adherence to the time limits may result in hardship to any party, the Board shall use its best efforts to process such grievance prior to the end of the school term or as soon thereafter as possible.



- 17.5 Teachers shall not leave their classrooms to discuss or process grievances unless requested to do so by the Administration. Grievance hearings shall only be held before and after school hours except by mutual agreement.
- 17.6 There shall not be more than one (1) Association representative per building to handle grievances.
- 17.7 Nothing contained herein will be construed as limiting the right of any teacher having a grievance to discuss the matter informally with any appropriate member of the Administration and having the grievance adjusted without intervention of the Association, providing the adjustment is not inconsistent with the terms of this Agreement.
- 17.8 The discharge of employees shall be handled in the manner set forth below.
- A. *The termination of services or failure to re-employ any probationary teacher shall not be arbitrable.*
- B. In the case of any matter subject to the procedures specified in the Michigan Teacher's Tenure Act (MCLA 38.71, as amended), no grievance may be filed until the expiration of thirty (30) calendar days following the conclusion of the Board hearing specified under the act's provisions. If, at any time prior to the issuance of an award by an arbitrator, proceedings are instituted on behalf of the teacher under provisions of the tenure act, all further proceedings under this grievance procedure shall be terminated and the grievance dismissed with prejudice. Should such action be instituted following a hearing before an arbitrator but prior to the issuance of an award, the Board will communicate same to the arbitrator, specifically citing this provision.
- 17.9 All time limits stated as days or school days in this Article shall be considered as Monday through Friday. In the event a grievance is in process or extends into the summer vacation period, the countable days shall be Monday through Friday. The time limits shall not expire during the school year on a day when school is not in session.
- 17.10 Data concerning grievances shall not be kept in the individual teacher's personnel file.

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- 17.11 The aggrieved teacher may request that a properly authorized representative of the Association be present at each step of the grievance procedure.
  - 17.12 When a teacher is to be placed on administrative leave or suspended, the SLEA president and/or grievance chair shall be present.

## ARTICLE XVIII. ACADEMIC FREEDOM

- 18.1 The parties seek to educate young people in the democratic tradition, to foster a recognition of individual freedom and social responsibility, to inspire meaningful awareness of and respect for the Constitution, the Bill of Rights the Rule of Law, and to instill appreciation of the values of individual personality. It is recognized that these democratic values can be best transmitted in an atmosphere in which academic freedom for the teacher and student is encouraged.
- 18.2 Academic freedom implies that no arbitrary limitations shall be placed upon the study, investigation, presentation or interpretation of facts related to legitimate branches of learning. However, the Employer and the Association agree that teachers are subject to the accepted standards of professional educational responsibility, specific regulations of the Board of Education, directives of the State Department of Education, and the laws of the State of Michigan.
- 18.3 The Employer and the Association agree to mutually promote the basic objectives of a democratic society in an atmosphere that safeguards the legitimate interests of school and students while discouraging the imposition of artificial or arbitrary restraints upon the learning process.

## ARTICLE XIX. COMMITTEES

- 19.1 Subject Area Committees (SACs) - A SAC is composed of teachers representing the K-12 Continuum and selected principals. Leadership for the SAC is under the direction of CITA, with the help of lead teachers, as well as coordinators and/or principals. While all SAC are on-going, active SAC, those called up according to the Five Year CITA Plan, meet regularly for three years to review, revise and create curriculum and assessments

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and to recommend instructional strategies and staff development aligned with the Michigan Framework.

- 19.2 All schools participate in the NCA Performance Accreditation process and aim for Exemplary Capacity or Transitions Accreditation. The expectation is that all teachers will serve on at least one of the committees involved in this process. Examples of committees at each building include steering, goals, articulation and profile committees. There is also a District Steering Committee. In addition, some ad-hoc committees are established as necessary.

## ARTICLE XX. STRIKES AND SANCTIONS

- 20.1 The Employer and the Association agree, in keeping with the high standards of the teaching profession, that all differences between them shall be resolved by the orderly procedures provided herein, without interruption of the school program. Accordingly, the Association and the teachers agree that during the term of this Agreement, they will not authorize, instigate, participate in, encourage, or support any cessation or interruption of professional services (i.e., the concerted failure to report for duty, or willful absence of a teacher from his position, or stoppage of work, or abstinence, in whole or in part, from the full, faithful, and proper performance of the teachers duties of employment) by any teacher or group of teachers, and pledge themselves to the purposes of insuring continuation of the educational program.
- 20.2 A. The Association agrees that it will neither take nor threaten to take any reprisals, directly or indirectly, against any supervisory or administrative personnel or Board members of the District regarding the Administration of this contract or any grievance filed thereunder.
- B. The Board agrees that neither it nor its agents will take nor threaten to take any reprisals, directly or indirectly, against any bargaining unit member regarding the Administration of this contract or any grievance filed thereunder or any complaint made to an administrative agency or court of law.

- 20.3 The Association shall not cause, engage in or sanction any strike or refusal to perform the duties of employment by any teacher or teachers, and no teacher shall cause or participate in any strike or refuse to perform the duties of his/her employment.
- 20.4 A. Violation of this Article by any teacher or group of teachers will constitute just cause for discharge and/or the imposition of discipline.
- B. The Board of Education, in event of violation of this Article, will have the right, in addition to the foregoing and any other remedies available by law, to seek injunctive relief and damages against the Association, provided, however, that if the Association promptly disclaims in writing to the Board and publicly, responsibility for any activity prohibited hereby, it will not be liable in any way therefore.
- 20.5 Nothing contained in this Article will be construed as a waiver of any rights the Association or its members may have under Act 379 of the Michigan Public Acts of 1965, or which are otherwise provided by law.

#### ARTICLE XXI. LAYOFF AND RECALL

- 21.1 It is hereby specifically recognized that it is within the sole discretion of the Board to reduce its educational program, curriculum and/or staff and that the procedures set forth in this Article shall be used in laying off personnel.
- 21.2 Layoff Procedure. In order to promote an orderly reduction in personnel when the educational program curriculum and/or staff is curtailed, the following procedure will be used:
- A. Before tenure teachers are laid off, probationary teachers shall be laid off on the basis of seniority as set forth for tenure teachers below. This provision shall not be interpreted to prevent the layoff of a tenure teacher and the retention of a probationary teacher where no tenure teacher is certified, Highly Qualified and available to perform the duties of the position of the probationary teacher.
- B. If the reduction in staff is still necessary, then tenured teachers in the specific positions being reduced or

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eliminated shall be laid off on the basis of seniority, except that a more senior teacher in said position may be involuntarily transferred to a position for which he or she is Highly Qualified without additional course work if by doing so the layoff of a teacher out of line of seniority may be avoided. Layoffs made pursuant to this section, except as provided above, shall be made in inverse order of seniority, i.e., those with the least seniority are to be laid off first.

C. A tenured teacher who is laid off pursuant to this Article has the right to be transferred to a vacant teaching position for which he/she is certified and Highly Qualified in accordance with the No Child Left Behind Act. For classes where Highly Qualified status is not required the areas of teacher competence, teaching certificate, and major/minor fields of study will be considered.

21.3 A. For the purposes of this Agreement, "Seniority" is defined to mean the amount of time an individual is continuously employed as a member of the bargaining unit except as specified in Section 21.3 (c) below. Effective on January 1, 1989 the parties agree that time spent on layoff from a position in the bargaining unit shall be deemed to be time "continuously employed" only for purposes of seniority accrual (i.e., not for longevity or salary schedule placement). Part-time employees shall receive full seniority credit.

In the circumstance of more than one individual having the same seniority, ties will be broken by applying the following criteria in the order listed:

- (1) Total teaching experience, excluding substitute teaching.
- (2) Substitute teaching experience in the South Lyon Community School District.
- (3) A lottery conducted in the presence of the Association President or his/her designee, and providing a reasonable opportunity is given to have affected bargaining unit members present.

B. An employee shall lose his or her seniority when he or she resigns from the school district. An employee on an authorized leave of absence shall be deemed to be continuously employed but shall not accrue additional seniority while on leave except in the case of the following leaves during which seniority will accrue:

- (1) MEA Leaves
- (2) Health Leaves from the date of the leave through the end of the school year.
- (3) Military Leaves

C. (1) For the duration of this Agreement any administrator in such a position as of September 1, 1981, may transfer or be transferred into a bargaining unit position for which he/she is Highly Qualified providing his/her seniority provided below would entitle the administrator to a position in the bargaining unit. Any such administrator shall transfer in to the bargaining unit full seniority credit for his/her years of service to the District. Any administrator who becomes a member of the bargaining unit shall not be the cause of any teacher employed by the Board as of September 1, 1981, being laid off.

- (2) The Board will determine the number of teaching positions to be filled.
- (3) Any administrator to be placed in the unit will be added to the seniority list and the number of teaching positions will be increased by a number corresponding to the number of administrators with sufficient seniority to be placed in a position.
- (4) Any administrator placed in the unit having insufficient seniority to claim a position shall be placed on the recall list with full seniority. The recall of such administrator shall be consistent with paragraph two (2) above.
- (5) Once the administrator has been in the unit for one (1) year or more, he/she shall be counted

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as part of the regular teaching force, with all rights and responsibilities associated therewith, and no further special liability will be attached to the Board due to his/her prior administrative standing.

- 21.4 A. Recall Procedure. Recall of teachers shall normally be in the inverse order of layoff, i.e., those laid off last will be recalled first: provided, however, that a teacher in order to be reassigned shall be certified and Highly Qualified as herein set forth to teach the specific course he or she is being assigned.
- B. Refusal of recall shall be deemed job abandonment, and shall result in termination of all employment rights, unless the refusal is based upon one of the following three reasons: a legal obligation of employment which cannot be terminated in time to accept the recall: refusal of recall to a less than comparable position to the one from which the employee was laid off (e.g., less hours, less pay, less benefits, etc.): or the employee qualifies for and receives a leave of absence for disability, child care, military service, or hardship leave under the terms of Article XI of this Agreement. An employee refusing recall, or applying for a leave, shall state the relevant reasons in writing within ten (10) calendar days of receipt of the letter of recall. If the employer does not agree that the employee has a basis for refusal of recall or the leave request is denied, the employee shall be notified and given an opportunity to accept recall. An employee who refuses recall because of employment obligations shall remain on the recall list with recall rights as outlined in this Article after the term of the conflicting employment. Employees who refuse recall to less than comparable positions shall remain on the recall list with recall rights as outlined in this Article to the first comparable vacancy for which no other laid off employee has a superior right. The rights of employees who apply for a leave of absence are controlled by Article XI.
- 21.5 No changes in certification or qualifications taking place subsequent to notification of layoff will be considered by the Board in screening laid off teachers for recall unless the teacher

notifies the District of the change(s) prior to the commencement of the screening processing for recall to an available position.

- 21.6 Individual Contract. The individual contract, executed between each teacher and the employer, is subject to the terms and conditions of this Agreement. It is specifically agreed that this Article takes precedence over and governs the individual contract and the individual contract is expressly conditioned upon this Article.
- 21.7 No teacher shall be laid off under the provisions of this Article unless such teacher has been provided with at least sixty (60) calendar days notice prior to the effective date of the layoff. In addition, no teacher shall be laid off during the school year except at the end of a marking period and under the following circumstances:
- A. To provide for the return of a teacher from a leave of absence, in which case the teacher to be laid off shall receive at least sixty (60) calendar days notice or at least thirty (30) calendar days notice if the leave of absence was for less than three (3) months.
  - B. If the District is in a financial emergency due to an executive order, legislative action, constitutional change, or the failure of a millage renewal for the current year, the teacher will be given no less than a thirty (30) calendar day notice prior to the effective date of layoff.
- 21.8 Employees recalled to work by October 1 following a summer layoff who have paid the cost of their group insurance benefit(s) available through the Board for the month of September shall have the cost of said coverage(s) reimbursed by the Board.

## ARTICLE XXII. MISCELLANEOUS PROVISIONS

- 22.1 The school calendar shall be as set forth in Appendix A.
- 22.2 A. This Agreement constitutes the sole and entire existing agreement between the parties and supersedes all prior practices, whether oral or written, and expresses all obligations of, and restrictions imposed upon, the District and the Association. This Agreement is subject to amendment, alteration or additions, only by a subsequent written agreement between, and executed



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by, the District and the Association. The waiver of any breach, term or condition of the Agreement by either party shall not constitute a precedent in the future enforcement of all its terms and conditions.

B. This Agreement shall supersede any terms contained in any individual teacher contracts heretofore in effect. All future individual contracts shall be made expressly subject to the terms of this Agreement. The provisions of this agreement shall be incorporated into and be considered part of the established policies of the Board of reference.

22.3 Copies of this Agreement shall be printed at the expense of the Employer and presented to all teachers now and hereafter employed by the Employer. The Employer also agrees to furnish the Association with 30 copies of this Agreement for its use, without cost.

22.4 This Agreement is subject in all respects to the laws of the State of Michigan with respect to the powers, rights, duties, and obligations of the Employer, the Association, and employees in the bargaining unit, and in the event that any provision of this Agreement shall at any time be held to be contrary to law by a court of competent jurisdiction from whose final judgement or decree no appeal has been taken within the time provided for doing so, such provision shall be void and inoperative; however, all other provisions of this Agreement shall continue in effect.

### ARTICLE XXIII MENTOR TEACHERS

23.1 Each bargaining unit member in his/her first three (3) years in the classroom shall be assigned a mentor teacher. The mentor teacher will be available to provide professional support, instruction and guidance. The purpose of the mentor assignment is to provide a peer who can offer assistance, resources and information in a non-threatening collegial fashion.

23.2 Participation as a mentor shall be on a volunteer basis.

A. The mentor position will be first offered to a current bargaining unit member with at least five (5) successful years of teaching completed and a satisfactory record of evaluation. Should the number of beginning teachers exceed the number of volunteer bargaining unit

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mentors, then the position(s) may be offered to non-bargaining unit personnel at the discretion of the Administration.

- B. The Administration shall notify the Association when a mentor teacher is matched with a bargaining unit mentee.
- C. Every effort will be made to match mentor teacher with mentees who work in the same building and have the same area of certification.
- D. The mentee shall be assigned to one (1) mentor teacher at a time, unless otherwise mutually agreed. A mentor teacher shall be assigned to only one (1) mentee at a time, unless otherwise mutually agreed.
- E. The mentor teacher assignment shall be for one (1) year, subject to review by the mentor teacher, mentee and the building principal after ninety (90) working days. The appointment may be renewed in succeeding years.
- F. Should either the mentor teacher or the mentee present cause to dissolve the relationship subsequent to the initial six (6) months, representatives of the parties will meet with the mentor teacher and the mentee to determine an appropriate course of action.

23.3 Neither the mentor teacher nor the mentee shall be permitted to participate in any matter related to the evaluation of the other.

23.4 The Administration shall attempt to arrange for a common preparation time for the mentor and mentee.

23.5 Professional development training required by law or regulation, such as section 1526 of the Michigan School Code, may occur during the regular work day and work year. However, satisfying such professional development requirements is the sole responsibility of the teacher. It shall be the obligation of the teachers to satisfy state laws or regulations pertaining to professional development training, certification requirement, and continuing education requirements. The board shall not be obligated to pay for expenses related to these requirements, except for providing release time if approved by the board.

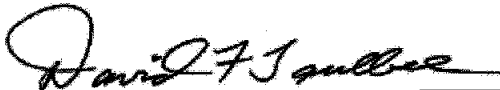
23.6 A mentor teacher shall receive additional annual compensation of \$150.00. Such additional compensation shall be equally divided between the first pay of each semester.

ARTICLE XXIV. DURATION

All Articles of this Agreement shall be effective September 1,2004 through August 31, 2008. In witness whereof the parties have executed this Agreement by their duly authorized representatives.

Board of Education  
South Lyon Community Schools

By   
President

By   
Secretary

South Lyon Education Association, MEA/NEA

By   
President

By   
Vice President

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APPENDIX A

SCHOOLS CALENDAR'S

APPENDIX A  
SCHOOL CALENDAR  
SOUTH LYON COMMUNITY SCHOOLS  
2004-05 CALENDAR

August 26-27 .....	New Teacher Orientation
August 30-31 .....	New Teacher Curriculum Days
September 1-2 .....	All Teacher Curriculum Days
September 3-6 .....	Labor Day weekend; No school
September 7 .....	Students A.M. Only
September 8 .....	First Full Day of School
October 11 .....	All Teacher Curriculum Day; no school for students
October 25 .....	High School Parent Teacher Conferences
October 27 .....	Middle School Parent Teacher Conferences
November 16 & 18 .....	Elementary Parent Teacher Conferences; Elementary Students ½ Day
November 24 .....	Compensatory Day; No School
November 25 - 26 .....	Thanksgiving Recess
December 20 - 31 .....	Winter Break
January 12-14 .....	Middle School Students ½ day for Assessments
January 25 - 27 .....	High School Students ½ Day for Assessments
January 28... ..	Records Day - Teachers A.M. Only; No School for Students
February 14 - 18 .....	Mid-Winter Break
March 2 .....	All Teacher Curriculum Day; no school for students
March 25 - April 1 .....	Spring Break
May 30 .....	Memorial Day
June 14 - 16 ..	Middle and High School Students; ½ Day for Assessments
June 16 .....	Last Day of School; Students A.M. Only, Teachers All Day
June 17 .....	Records Day; Teachers A.M. Only

Total Student Days - 175  
Total Teacher Days - 182  
Total New Teacher Days - 186

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- A. There shall be no deviation in the school calendar except by the mutual agreement of the Board and the Association. To the extent required by law, the parties will add days or hours of student instruction to the end of the calendar, to make up so called "Act of God" days lost during the school year, in order to meet the minimum requirement(s) to receive State Aid. Such days will be scheduled on consecutive weekdays beginning on the first scheduled record day in June, with the scheduled record days moved to the end of the calendar. Any days not required to be made up in order to receive full State Aid shall not be added as make up days. Should the law be amended to allow some alternative to make-up of "Act of God" days, the parties will make such amendments to this agreement as necessary to meet the minimum number of days as required to receive full State Aid. Teachers shall receive no additional compensation for the days added to the calendar to make-up the "Act of God" days lost during the school year.
- B. The high school and middle school will schedule the equivalent of the one (1) full student day including evening, and each building on the elementary schedule will schedule the equivalent of two (2) full student days including evenings for parent-teacher conferences.
- C. The Wednesday before Thanksgiving shall be taken as compensatory time for evening conferences, depending upon the amount of time spent in evening conference.
- D. A total of thirty-four (34) hours on Tuesday's per year of staff meeting time shall be divided, as equally as possible, between the marking periods. At the elementary, the building administrator and one representative from the upper elementary and one representative from the lower elementary shall determine the schedule. At the secondary, the building administrator, the four core subject facilitators, one representative from special education, and one representative from the rest of the staff shall determine the schedule. If no consensus is reached, the principal shall set the schedule. A tentative schedule shall be determined and presented to staff by June for the following Fall semester and by November for the following Spring semester and shall be finalized by the beginning of each semester.

APPENDIX A  
SCHOOL CALENDAR  
SOUTH LYON COMMUNITY SCHOOLS  
2005-06 CALENDAR

August 25-26 .....	New Teacher Orientation
August 29-30 .....	New Teacher Curriculum Days
August 31 & September 1 .....	All Teacher Curriculum Days
September 2-5 .....	Labor Day weekend; No school
September 6 .....	Students A.M. Only
September 7 .....	First Full Day of School
October 10 .....	All Teacher Curriculum Day; no school for students
October 24 .....	Middle School Parent Teacher Conferences
October 26 .....	High School Parent Teacher Conferences
November 15 & 17 .....	Elementary Parent Teacher Conferences; Elementary Students ½ Day
November 23 .....	Compensatory Day; No School
November 24 - 25 .....	Thanksgiving Recess
December 21 – January 3 .....	Winter Break
January 11-13 .....	Middle School Students ½ day for Assessments
January 24 - 26 .....	High School Students ½ Day for Assessments
January 27 ...	Records Day - Teachers A.M. Only; No School for Students
February *** See E. Below .....	Mid-Winter Break
March 1 .....	All Teacher Curriculum Day; no school for students
April 14-21 .....	Spring Break
May 29 .....	Memorial Day
June 13 - 15 ..	Middle and High School Students; ½ Day for Assessments
June 15 .....	Last Day of School; Students A.M. Only, Teachers All Day
June 16 .....	Records Day; Teachers A.M. Only

Total Student Days - 175  
Total Teacher Days - 182  
Total New Teacher Days - 186

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- A. There shall be no deviation in the school calendar except by the mutual agreement of the Board and the Association. To the extent required by law, the parties will add days or hours of student instruction to the end of the calendar, to make up so called "Act of God" days lost during the school year, in order to meet the minimum requirement(s) to receive State Aid. Such days will be scheduled on consecutive weekdays beginning on the first scheduled record day in June, with the scheduled record days moved to the end of the calendar. Any days not required to be made up in order to receive full State Aid shall not be added as make up days. Should the law be amended to allow some alternative to make-up of "Act of God" days, the parties will make such amendments to this agreement as necessary to meet the minimum number of days as required to receive full State Aid. Teachers shall receive no additional compensation for the days added to the calendar to make-up the "Act of God" days lost during the school year.
- B. The high school and middle school will schedule the equivalent of the one (1) full student day including evening, and each building on the elementary schedule will schedule the equivalent of two (2) full student days including evenings for parent-teacher conferences.
- C. The Wednesday before Thanksgiving shall be taken as compensatory time for evening conferences, depending upon the amount of time spent in evening conference.
- D. A total of thirty-four (34) hours on Tuesday's per year of staff meeting time shall be divided, as equally as possible, between the marking periods. At the elementary, the building administrator and one representative from the upper elementary and one representative from the lower elementary shall determine the schedule. At the secondary, the building administrator, the four core subject facilitators, one representative from special education, and one representative from the rest of the staff shall determine the schedule. If no consensus is reached, the principal shall set the schedule. A tentative schedule shall be determined and presented to staff by June for the following Fall semester and by November for the following Spring semester and shall be finalized by the beginning of each semester.
- E. Mid-winter break will be set at a later date to coincide with mid-winter break at the Oakland Technical Center.



**APPENDIX A**  
**SCHOOL CALENDAR**  
**SOUTH LYON COMMUNITY SCHOOLS**  
**2006-07CALENDAR**

August 24-25 .....	New Teacher Orientation
August 28-29 .....	New Teacher Curriculum Days
August 30-31 .....	All Teacher Curriculum Days
September 1-4 .....	Labor Day weekend; No school
September 5 .....	Students A.M. Only
September 6 .....	First Full Day of School
October 9 .....	All Teacher Curriculum Day; no school for students
October 23 .....	High School Parent Teacher Conferences
October 25 .....	Middle School Parent Teacher Conferences
November 14 & 16 .....	Elementary Parent Teacher Conferences; Elementary Students ½ Day
November 22 .....	Compensatory Day; No School
November 23 - 24 .....	Thanksgiving Recess
December 20 – January 2 .....	Winter Break
January 10-12 .....	Middle School Students ½ day for Assessments
January 23 - 25 .....	High School Students ½ Day for Assessments
January 26 ...	Records Day - Teachers A.M. Only; No School for Students
February *** See E. Below .....	Mid-Winter Break
March 7 .....	All Teacher Curriculum Day; no school for students
April 6 - 13 .....	Spring Break
May 28 .....	Memorial Day
June 12 - 14 ..	Middle and High School Students; ½ Day for Assessments
June 14 .....	Last Day of School; Students A.M. Only, Teachers All Day
June 15 .....	Records Day; Teachers A.M. Only

Total Student Days - 175  
Total Teacher Days - 182  
Total New Teacher Days - 186

- A. There shall be no deviation in the school calendar except by the mutual agreement of the Board and the Association. To the extent required by law, the parties will add days or hours of student instruction to the end of the calendar, to make up so called "Act of God" days lost during the school year, in order to meet the minimum requirement(s) to receive State Aid. Such days will be scheduled on consecutive weekdays beginning on the first scheduled record day in June, with the scheduled record days moved to the end of the calendar. Any days not required to be made up in order to receive full State Aid shall not be added as make up days. Should the law be amended to allow some alternative to make-up of "Act of God" days, the parties will make such amendments to this agreement as necessary to meet the minimum number of days as required to receive full State Aid. Teachers shall receive no additional compensation for the days added to the calendar to make-up the "Act of God" days lost during the school year.
- B. The high school and middle school will schedule the equivalent of the one (1) full student day including evening, and each building on the elementary schedule will schedule the equivalent of two (2) full student days including evenings for parent-teacher conferences.
- C. The Wednesday before Thanksgiving shall be taken as compensatory time for evening conferences, depending upon the amount of time spent in evening conference.
- D. A total of thirty-four (34) hours on Tuesday's per year of staff meeting time shall be divided, as equally as possible, between the marking periods. At the elementary, the building administrator and one representative from the upper elementary and one representative from the lower elementary shall determine the schedule. At the secondary, the building administrator, the four core subject facilitators, one representative from special education, and one representative from the rest of the staff shall determine the schedule. If no consensus is reached, the principal shall set the schedule. A tentative schedule shall be determined and presented to staff by June for the following Fall semester and by November for the following Spring semester and shall be finalized by the beginning of each semester.
- E. Mid-winter break will be set at a later date to coincide with mid-winter break at the Oakland Technical Center.

APPENDIX A  
SCHOOL CALENDAR  
SOUTH LYON COMMUNITY SCHOOLS  
2007-08 CALENDAR

August 23-24 .....	New Teacher Orientation
August 27-28 .....	New Teacher Curriculum Days
August 29-30 .....	All Teacher Curriculum Days
August 31-September 3 .....	Labor Day weekend; No school
September 4 .....	Students A.M. Only
September 5 .....	First Full Day of School
October 8 .....	All Teacher Curriculum Day; no school for students
October 22 .....	Middle School Parent Teacher Conferences
October 24 .....	High School Parent Teacher Conferences
November 13 & 15 .....	Elementary Parent Teacher Conferences; Elementary Students ½ Day
November 21 .....	Compensatory Day; No School
November 22 - 23 .....	Thanksgiving Recess
December 20 - January 2 .....	Winter Break
January 9-11 .....	Middle School Students ½ day for Assessments
January 22 - 24 .....	High School Students ½ Day for Assessments
January 25...	Records Day - Teachers A.M. Only; No School for Students
February *** See E. Below .....	Mid-Winter Break
March 5 .....	All Teacher Curriculum Day; no school for students
March 21 - 28 .....	Spring Break
May 26 .....	Memorial Day
June 10 - 12 ..	Middle and High School Students; ½ Day for Assessments
June 12 .....	Last Day of School; Students A.M. Only, Teachers All Day
June 13 .....	Records Day; Teachers A.M. Only

Total Student Days - 175  
Total Teacher Days - 182  
Total New Teacher Days - 186

- A. There shall be no deviation in the school calendar except by the mutual agreement of the Board and the Association. To the extent required by law, the parties will add days or hours of student instruction to the end of the calendar, to make up so called "Act of God" days lost during the school year, in order to meet the *minimum* requirement(s) to receive State Aid. Such days will be scheduled on consecutive weekdays beginning on the first scheduled record day in June, with the scheduled record days moved to the end of the calendar. Any days not required to be made up in order to receive full State Aid shall not be added as make up days. Should the law be amended to allow some alternative to make-up of "Act of God" days, the parties will make such amendments to this agreement as necessary to meet the minimum number of days as required to receive full State Aid. Teachers shall receive no additional compensation for the days added to the calendar to make-up the "Act of God" days lost during the school year.
- B. The high school and middle school will schedule the equivalent of the one (1) full student day including evening, and each building on the elementary schedule will schedule the equivalent of two (2) full student days including evenings for parent-teacher conferences.
- C. The Wednesday before Thanksgiving shall be taken as compensatory time for evening conferences, depending upon the amount of time spent in evening conference.
- D. A total of thirty-four (34) hours on Tuesday's per year of staff meeting time shall be divided, as equally as possible, between the marking periods. At the elementary, the building administrator and one representative from the upper elementary and one representative from the lower elementary shall determine the schedule. At the secondary, the building administrator, the four core subject facilitators, one representative from special education, and one representative from the rest of the staff shall determine the schedule. If no consensus is reached, the principal shall set the schedule. A tentative schedule shall be determined and presented to staff by June for the following Fall semester and by November for the following Spring semester and shall be finalized by the beginning of each semester.
- E. Mid-winter break will be set at a later date to coincide with mid-winter break at the Oakland Technical Center.



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**APPENDIX B**  
**SALARY SCHEDULE**

SOUTH LYON COMMUNITY SCHOOLS

2003-2004 TEACHER SALARY SCHEDULE

STEP	B.A.	BA + 18	M.A.	MA + 15	MA +30	Educ.Spec.
1	\$33,260	\$35,228	\$36,634	\$36,912	\$39,445	\$40,002
2	\$34,666	\$36,912	\$38,312	\$38,598	\$41,123	\$41,683
3	\$36,355	\$38,878	\$40,278	\$40,561	\$43,089	\$43,652
4	\$38,312	\$41,123	\$42,526	\$42,809	\$45,335	\$45,896
5	\$40,560	\$43,652	\$45,052	\$45,335	\$47,859	\$48,420
6	\$43,089	\$46,179	\$47,580	\$47,859	\$50,387	\$50,946
7	\$46,048	\$50,258	\$51,656	\$51,942	\$54,466	\$55,027
8	\$48,578	\$53,018	\$54,496	\$54,796	\$57,458	\$58,052
9	\$51,007	\$55,671	\$57,221	\$57,535	\$60,333	\$60,955
10	\$57,294	\$62,530	\$64,275	\$64,625	\$67,769	\$68,468

Teachers who are not at the top step of the salary schedule shall move up one step each year in accordance with the practice in effect prior to July 1, 1986.

Teachers who have been employed by the Board for fifteen (15) or more years and who are actively employed by the Board through September each year when longevity is paid, shall receive an annual longevity payment according to the following schedule:

2003-2004

16-21 years	\$624.00
22-26 years	\$738.00
27-31 years	\$851.00
32 or more years	\$965.00

Years are totaled as follows: The number of years completed plus the current year, i.e., to ear credit for twenty-two (22) years, a teacher must have completed twenty-one (21) years and be employed by the Board in his/her twenty-second (22<sup>nd</sup>) year.

These payments will be made in one lump sum in November during the year indicated.

The year the teacher becomes eligible for longevity pay, after having completed fifteen (15) years of employment by the Board, s/he must notify the personnel office by November 1, requesting longevity payment and indicating the number of years of employment by the Board.

These rates shall increase by a percentage equal to 100% of the per pupil increase in each year of the contract.



## 2004-2005 TEACHER SALARY SCHEDULE

Each step of the 2003-2004 salary schedule shall be increased by a percentage equal to 75% of the South Lyon Community School's final per pupil foundation grant increase for the 2004-2005 fiscal year, (In each year of the contract, the final per pupil foundation grant is as of the June State Aid Report.) in excess of \$6,756. For example, if the per pupil foundation grant is increased to \$6,850. in 2004-2005, each step of the salary schedule would be increased by 1.043%. The foundation grant is defined as the actual number of dollars for an individual student in the regular K-12 program. The formula shall not result in a salary schedule decrease from the final salary schedule of the 2003-2004 fiscal year.

Should the basic components of the per pupil foundation grant be changed from its 2002-2003 status, the parties will meet prior to August 2004 to determine what, if any, effect the change has on this formula. The parties recognize that categorical and restricted monies will not count in this formula, except, as otherwise may be currently included in the foundation grant as of January 1, 2004.

Teachers who are not at the top step of the salary schedule shall move up one step each year.

## 2005-2006 TEACHER SALARY SCHEDULE

Each step of the 2004-2005 salary schedule shall be increased by 0.5% for all steps 1-9, and 3.0% for all step 10. In the event South Lyon Community School's final per pupil foundation grant for the 2005-2006 fiscal year exceeds a 2.67% increase from the final 2004-2005 per pupil foundation grant, then an additional salary schedule increase for all of step 10 will be added. This will be calculated by taking 75% of the additional increase and multiplying by 1.8. For example, if the actual increase was 3.67% from the 2004-2005 school year to the 2005-2006 school year, the step increase for steps 1-9 would remain at 0.5%, while the total increase for step 10 would be 4.35% (3.0% plus .75% x 1.00% x 1.8). The foundation grant is defined as the actual number of dollars for an individual student in the regular K-12 program. The formula shall not result in a salary schedule decrease from the final salary schedule of the 2004-2005 fiscal year

Should the basic components of the per pupil foundation grant be changed from its 2002-2003 status, the parties will meet prior to August 2005 to determine what, if any, effect the change has on this formula. The parties recognize that categorical and restricted monies will not

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count in this formula, except, as otherwise may be currently included in the foundation grant as of January 1, 2004.

Teachers who are not at the top step of the salary schedule shall move up one step each year.

### 2006-2007 TEACHER SALARY SCHEDULE

Each step of the 2005-2006 salary schedule shall be increased by a percentage equal to 75% of the South Lyon Community School's final per pupil foundation grant increase for the 2006-2007 fiscal year (i.e. if the per pupil foundation grant is increased by 4% from the 2005-2006 school year to the 2006-2007 school year, each step of the salary schedule would be increased by 3%). The foundation grant is defined as the actual number of dollars for an individual student in the regular K-12 program. The formula shall not result in a salary schedule decrease from the final salary schedule of the 2005-2006 fiscal year.

Should the basic components of the per pupil foundation grant be changed from its 2002-2003 status, the parties will meet prior to August 2006 to determine what, if any, effect the change has on this formula. The parties recognize that categorical and restricted monies will not count in this formula, except, as otherwise may be currently included in the foundation grant as of January 1, 2004.

Teachers who are not at the top step of the salary schedule shall move up one step each year.

### 2007-2008 TEACHER SALARY SCHEDULE

Each step of the 2006-2007 salary schedule shall be increased by a percentage equal to 75% of the South Lyon Community School's final per pupil foundation grant increase for the 2007-2008 fiscal year (i.e. if the per pupil foundation grant is increased by 4% from the 2006-2007 school year to the 2007-2008 school year, each step of the salary schedule would be increased by 3%). The foundation grant is defined as the actual number of dollars for an individual student in the regular K-12 program. The formula shall not result in a salary schedule decrease from the final salary schedule of the 2006-2007 fiscal year.

Should the basic components of the per pupil foundation grant be changed from its 2002-2003 status, the parties will meet prior to August 2007 to determine what, if any, effect the change has on this formula.

The parties recognize that categorical and restricted monies will not count in this formula, except, as otherwise may be currently included in the foundation grant as of January 1, 2004.

Teachers who are not at the top step of the salary schedule shall move up one step each year.

### RETIREMENT RATE FACTOR

As part of a total compensation package, the retirement rate in any given year of the contract shall have an impact on the compensation received by teachers. The "Retirement Rate Factor" may cause an increase, decrease or no change in any given year's total wages. The annual Retirement Rate Factor is defined as the percentage point difference between the actual final retirement rate as determined by MPSERS and the final Retirement Rate Benchmark as calculated by the District. The calculation is as follows:

#### 2004-2005

2004-2005 Retirement Rate Benchmark = 14.77% multiplied by the percentage increase in the final state per pupil foundation allowance for South Lyon Community Schools from 2003-2004 to 2004-2005, in excess of \$6,756. For example, if the per pupil foundation grant is increased to \$6,850, in 2004-2005, the bench mark would increase by 1.391%. The formula should not result in a retirement rate bench mark decrease from the final bench mark of the 2003-2004 fiscal year.

2004-2005 actual retirement rate = unknown

The retirement rate would be calculated as in 2003-2004. For example, if the actual retirement rate remains at 12.99%, teacher will receive a one time off schedule payment of 1.78% of their 2004-2005 salary. If the actual retirement rate is 14.87%, the teacher would receive a payroll deduction for the fiscal year equal year to 0.10% of their 2004-2005 salary.

	Example 1	Example 2
Retirement Rate Benchmark	14.77%	14.77%
Actual retirement rate	12.99%	14.87%
Retirement Rate Factor	1.78%	(0.10%)

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### 2005-2006

For the 2005-2006 school year, the Retirement Rate Benchmark shall be calculated by taking the 2004-2005 final retirement rate benchmark and increasing it by the percentage increase in SLCS's increase in it's final state per pupil foundation allowance from 2004-2005 to 2005-2006. The retirement rate factor shall also be calculated in the same way. The formula shall not result in a retirement rate benchmark decrease from the final benchmark of the 2004-2005 fiscal year

### 2006-2007

For the 2006-2007 school year, the Retirement Rate Benchmark shall be calculated by taking the 2005-2006 final retirement rate benchmark and increasing it by the percentage increase in SLCS's increase in it's final state per pupil foundation allowance from 2005-2006 to 2006-2007. The retirement rate factor shall also be calculated in the same way. The formula shall not result in a retirement rate benchmark decrease from the final benchmark of the 2005-2006 fiscal year.

### 2007-2008

For the 2007-2008 school year, the Retirement Rate Benchmark shall be calculated by taking the 2006-2007 final retirement rate benchmark and increasing it by the percentage increase in SLCS's increase in it's final state per pupil foundation allowance from 2006-2007 to 2007-2008. The retirement rate factor shall also be calculated in the same way. The formula shall not result in a retirement rate benchmark decrease from the final benchmark of the 2006-2007 fiscal year.



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APPENDIX C

EXTRA-CURRICULAR ACTIVITIES/COMPENSATION

## 2004-2008 EXTRA-CURRICULAR ACTIVITIES/COMPENSATION

If a teacher believes that he/she should be compensated for an activity outside of the regular school day, he/she shall submit a request for compensation to the SLEA building representative and a copy to the SLEA President. Such request shall be accompanied by an explanation of why compensation is requested, along with a description of the activity and the documentation of the amount of time spent in the activity. The SLEA shall, once a year by February 1, submit a prioritized list of all requests they find to be with merit to the budget committee of the Board. The decision of the budget committee shall be final, subject only to negotiations at the expiration of the Master Agreement.

In the event that intramurals are reinstated the Board and the Association shall immediately commence negotiations to establish their appropriate rates.

All percents (%) are to be based on:

2003-2004 - \$40,957

For each school year of this contract the base shall be increased by a percentage equal to 75% of the per pupil increase.

## COMPENSATION FOR ATHLETIC POSITIONS (BY SEASON)

The District reserves the right to implement reclassifications of Schedule C athletic positions as the budget allows. The Assistant Superintendent for Administrative Services and the SLEA President shall meet to discuss the reclassification prior to implementation.

### GROUP I (9-11-14%)

HEAD VARSITY FOOTBALL COACH  
HEAD VARSITY BASKETBALL COACH  
HEAD VARSITY WRESTLING COACH  
HEAD VARSITY VOLLEYBALL COACH

### GROUP II (9-10-12%)

VARSITY HOCKEY COACH  
VARSITY BASEBALL COACH  
VARSITY TRACK COACH  
VARSITY SOFTBALL COACH  
VARSITY SOCCER COACH  
VARSITY SWIMMING COACH

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GROUP III (6-8-11%)

ASSISTANT VARSITY FOOTBALL COACH  
JV BASKETBALL COACH  
JV FOOTBALL COACH  
JV VOLLEYBALL COACH  
JV WRESTLING COACH  
FRESHMAN BASKETBALL COACH  
FRESHMAN FOOTBALL COACH  
HEAD CROSS COUNTRY COACH  
HEAD GOLF COACH  
SKI COACH  
VARSITY TENNIS COACH

GROUP IV (5-7-10%)

JV SOCCER COACH  
JV BASEBALL COACH  
JV SOFTBALL COACH  
ASSISTANT VARSITY TRACK COACH  
FRESHMAN VOLLEYBALL COACH  
FRESHMAN SOFTBALL COACH  
FRESHMAN BASEBALL COACH  
JV GOLF COACH  
JV TENNIS COACH

GROUP V (5%)

MIDDLE SCHOOL COACHES (HEAD):  
TRACK  
WRESTLING  
BASKETBALL  
VOLLEYBALL  
CROSS COUNTRY  
SWIMMING  
JV GOLF COACH

GROUP VI (4%)

HIGH SCHOOL VARSITY CHEERLEADER COACH



GROUP VII (3%)

MIDDLE SCHOOL COACHES (ASSISTANT)  
HIGH SCHOOL JV CHEERLEADER COACH  
FRESHMAN CHEERLEADER COACH  
POM PON COACH  
ASSISTANT VARSITY SOFTBALL COACH\*  
ASSISTANT VARSITY BASEBALL COACH\*  
ASSISTANT VARSITY CROSS COUNTY COACH\*  
EQUESTRIAN COACH  
ASSISTANT SWIMMING COACH  
ASSISTANT VARSITY BASKETBALL COACH

\* If there is an increase in athletes sufficient to warrant.

SALARY FOR EXTRA DUTIES AND SPECIALIZED SERVICES

GROUP A (15%)

HIGH SCHOOL BAND DIRECTOR (Includes one week summer camp)

GROUP B (11%)

HIGH SCHOOL AND MIDDLE SCHOOL CORE FACILITATORS  
ENGLISH  
MATH  
SOCIAL STUDIES  
SCIENCE

GROUP B (8%)

MIDDLE SCHOOL BAND DIRECTOR  
HIGH SCHOOL STUDENT ACTIVITIES COORDINATOR  
MIDDLE SCHOOL ACTIVITIES/ATHLETIC COORDINATOR

GROUP C (7%)

HIGH SCHOOL CHORAL DIRECTOR  
MIDDLE SCHOOL CHORAL DIRECTOR

GROUP D (6%)

HIGH SCHOOL DIRECTOR OF MUSICAL (PER MUSICAL)  
HIGH SCHOOL SPECIAL SUBJECT FACILITATORS  
FOREIGN LANGUAGE  
SPECIAL EDUCATION  
PHYSICAL EDUCATION

---

GROUP E (5%)

HIGH SCHOOL DEBATE  
HIGH SCHOOL FORENSICS  
HIGH SCHOOL WINTER GUARD DIRECTOR  
HIGH SCHOOL RHYTHM SECTION INSTRUCTOR (JAZZ)  
HIGH SCHOOL PIT PERCUSSION INSTRUCTOR

GROUP B (4.5%)

BAND CAMP  
WINTER PERCUSSION PROGRAM DIRECTOR

GROUP F (4%)

DRAMATICS (PER PLAY)  
HIGH SCHOOL NEWSPAPER ADVISOR  
HIGH SCHOOL YEARBOOK  
MIDDLE SCHOOL STORE  
MIDDLE SCHOOL YEARBOOK  
HIGH SCHOOL SPECIAL SUBJECT FACILITATORS  
FINE ARTS  
VOCATIONAL TECHNOLOGY  
BUSINESS COMPUTERS  
STUDENT SERVICES

GROUP G (3.5%)

HIGH SCHOOL MUSICAL CHORAL DIRECTOR  
WINTER PERCUSSION INSTRUCTOR  
VISUAL INSTRUCTOR (BAND)

GROUP H (3%)

MIDDLE SCHOOL NEWSPAPER ADVISOR  
HIGH SCHOOL COMPETITIVE MARCHING  
HIGH SCHOOL MUSICAL CHOREOGRAPHER  
HIGH SCHOOL MODEL UNITED NATIONS  
HIGH SCHOOL SCIENCE OLYMPIAD  
MIDDLE SCHOOL SCIENCE OLYMPIAD  
HIGH SCHOOL WINTER GUARD ASSISTANT  
HIGH SCHOOL QUIZ BOWL  
HIGH SCHOOL KEY CLUB  
ASTROMONY CLUB

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GROUP I (2%)

HIGH SCHOOL PUBLICATION, LAUREATE (when there is no class)  
HIGH SCHOOL NATIONAL HONOR SOCIETY  
HIGH SCHOOL CLASS ADVISORS  
MIDDLE SCHOOL STUDENT COUNCIL  
HIGH SCHOOL/MIDDLE SCHOOL FUTURE EDUCATORS OF  
AMERICA  
HIGH SCHOOL/MIDDLE SCHOOL FOREIGN LANGUAGE CLUBS

GROUP J (1.5%)

HIGH SCHOOL MUSICAL ORCHESTRA DIRECTOR  
HIGH SCHOOL SADD

GROUP K (1%)

HIGH SCHOOL MUSICAL COSTUME DIRECTOR  
HIGH SCHOOL DRAMA BUSINESS MANAGER  
HIGH SCHOOL CHORAL ASSISTANT  
HIGH SCHOOL BAND ASSISTANT  
ELEMENTARY CLUBS\*  
FIFTH GRADE CAMP

\* 3 clubs per building as approved by building principal - must meet requirements.

\*Professional Activity Rate 2003-2004 \$26.06 per hour (This rate shall be increased by 75% of the PPI in each year of this contract)

\*Drivers Education Rate 2003-2004 \$26.06 per hour for behind the wheel and classroom instruction (This rate shall be increased by 75% of the PPI in each year of this contract)

Vocational Certified - \$300.00 minimum, plus \$30 per class hour of instruction for vocationally reimbursed classes

\* Each department will make a recommendation of a department facilitator to the principal. If the principal does not accept the department's selection, there will be no facilitator for that department.

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**APPENDIX D**

**TEACHER EVALUATION REPORT'S BY BUILDING PRINCIPAL**

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**South Lyon Community Schools  
Tenure Teacher Evaluation**

Teacher \_\_\_\_\_ School \_\_\_\_\_

Building Administrator \_\_\_\_\_ Date \_\_\_\_\_

Observation dates: \_\_\_\_\_

**Performance Criterion 1:** The tenure teacher demonstrates in his/her performance a satisfactory level of knowledge and skill in **Instructional Planning and Implementation.**

Consistently  Usually  Occasionally  Rarely

- 1.1 Plans and delivers instruction aligned with district curriculum and assessments
- 1.2 Uses data from aligned assessment tools to make instructional decisions
- 1.3 Delivers and differentiates instruction to address student strengths and needs
- 1.4 Gives clear explanations, directions and assignments
- 1.5 Assigns activities that are aligned with the instructional focus and address a range of student needs
- 1.6 Maintains appropriate daily written lesson plans
- 1.7 Makes effective use of a variety of curriculum materials: guides, manuals, supplemental materials, manipulatives, software and technology, etc.

**Performance Criterion 2:** The tenure teacher demonstrates in his/her performance a satisfactory level of **Knowledge and Application of Teaching/Learning Theory.**

Consistently  Usually  Occasionally  Rarely

- 2.1 Holds and conveys high expectations for all students
- 2.2 Uses research-based teaching strategies, reflecting best practices
- 2.3 Motivates students by using creative and diverse teaching techniques
- 2.4 Uses effective strategies, including questioning, to challenge all students at all levels of Bloom's Taxonomy
- 2.5 Models learning/thinking strategies and processes
- 2.6 Provides frequent opportunities for all students to engage in creative and critical thinking
- 2.7 Differentiates the pace of instruction to address student needs
- 2.8 Provides for active involvement of students in their learning

**Performance Criterion 3:** The tenure teacher demonstrates in his/her performance a satisfactory **Knowledge of Subject Matter.**

Consistently  Usually  Occasionally  Rarely

3.1 Possesses, demonstrates and maintains competence in subject matter specialization(s)

3.2 Connects learning experiences to the world beyond the classroom

3.3 Uses technology and integrates it into the curriculum

**Performance Criterion 4:** The tenure teacher demonstrates in his/her performance a satisfactory ability in regard to the **Organization/Management of the Learning Environment.**

Consistently  Usually  Occasionally  Rarely

4.1 Establishes routines and expectations which allow for effective use of time

4.2 Maintains an organized, safe learning environment

4.3 Establishes, communicates, and implements, fairly and consistently, a behavioral plan which aligns with the building discipline procedures

4.4 Treats students fairly and impartially

4.5 Models and expects respect and consideration for each individual

4.6 When necessary, develops a plan to improve student behavior, in conjunction with parents and appropriate staff

**Performance Criterion 5:** The tenure teacher demonstrates in his/her performance an ability to maintain satisfactory **Relationships with Students/Parents/Staff/Administration.**

Consistently  Usually  Occasionally  Rarely

5.1 Demonstrates rapport with students/parents/staff/administration

5.2 Communicates effectively and in a timely manner with students, parents and appropriate staff regarding student progress

5.3 Deals with confidential and/or personal information professionally

5.4 Demonstrates respect for students/parents/staff/administration

5.5 Works cooperatively with parents, staff and administration to meet the needs of students

**Performance Criterion 6:** The tenure teacher demonstrates in his/her performance satisfactory **Proficiency in Oral/Written Communication.**

Consistently  Usually  Occasionally  Rarely

6.1 Expresses thoughts clearly and understandably in oral and written form

6.2 Uses oral and written communication appropriate for the audience

6.3 Understands and uses the rules of spoken and written language: proper pronunciation, grammar, spelling, etc.

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**Performance Criterion 7:** The tenure teacher demonstrates in his/her performance a satisfactory level of **Professionalism.**

( ) Consistently ( ) Usually ( ) Occasionally ( ) Rarely

- 7.1 Participates in professional development, staying current in subject matter, research based teaching/learning strategies and technology
- 7.2 Supports and cooperates with district and building procedures
- 7.3 Takes necessary and reasonable precaution to protect the safety of students, equipment, materials and facility
- 7.4 Maintains required records and meets deadlines
- 7.5 Seeks assistance when necessary
- 7.6 Presents self as a professional

**Performance Criterion 8:** The tenure teacher demonstrates in his/her performance satisfactory **Personal Qualities.**

( ) Consistently ( ) Usually ( ) Occasionally ( ) Rarely

- 8.1 Demonstrates the flexibility necessary to handle the unexpected
- 8.2 Demonstrates use of good judgment
- 8.3 Demonstrates punctuality and dependability
- 8.4 Displays initiative and a positive attitude toward teaching and learning

**Performance Criterion 9: Additional contributions (These are optional.)**

**Suggestions for continued growth:**

**Summative statements:**

This evaluation is "above average" "satisfactory" "unsatisfactory."  
An unsatisfactory evaluation will result in placement on an Individualized Development Plan (IDP) for the following year.

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*Signature of Evaluator*

*Date*

My signature indicates only that I have received a copy of this report. It does not necessarily mean that I agree with it.

---

*Signature of Teacher*

*Date*

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**South Lyon Community Schools  
Probationary Teacher Evaluation  
Short Form**

Teacher \_\_\_\_\_ School \_\_\_\_\_

Building Administrator \_\_\_\_\_ Date \_\_\_\_\_

Time of Observation: From \_\_\_\_\_ To \_\_\_\_\_

Probationary year 1 2 3 4

**CRITERIA**

1. Instructional planning/implementation
2. Knowledge and application of teaching/learning theory
3. Knowledge of subject matter
4. Organization/management of learning environment
5. Relationship with students/parents/staff/administration
6. Demonstrates proficiency in oral/written expression
7. Professionalism
8. Personal qualities
9. Accomplishments

This short form observation indicates \_\_\_ satisfactory \_\_\_unsatisfactory performance.

---

*Administrator*

*Date*

My signature indicates only that I have received a copy of this short form, and I have discussed it with my administrator.

---

*Probationary Teacher*

*Date*



**South Lyon Community Schools  
Probationary Teacher Evaluation  
Long Form**

Teacher \_\_\_\_\_ School \_\_\_\_\_

Building Administrator \_\_\_\_\_ Date \_\_\_\_\_

Based on Short Forms (attached) dated: \_\_\_\_\_

Probationary year 1 2 3 4

**Performance Criterion 1:** The probationary teacher demonstrates in his/her performance a satisfactory level of knowledge and skill in **Instructional Planning and Implementation**.

- ( ) Consistently ( ) Usually ( ) Occasionally ( ) Rarely
- 1.1 Plans instruction/activities which implement district curriculum
  - 1.2 Considers students' prior knowledge when planning instruction
  - 1.3 Plans instruction/activities appropriate to student needs/abilities
  - 1.4 Uses effective assessment tools and uses resulting data to improve instruction
  - 1.5 Delivery of instruction shows evidence of systematic planning and organization
  - 1.6 Gives clear explanations, directions and assignments
  - 1.7 Assigns reasonable and appropriate activities
  - 1.8 Provides for a variety of learning experiences to address individual differences
  - 1.9 Maintains appropriate daily written lesson plans
  - 1.10 Makes effective use of a variety of curriculum materials, guides, manuals, supplemental materials and manipulatives

**Performance Criterion 2:** The probationary teacher demonstrates in his/her performance a satisfactory level of **Knowledge and Application of Teaching /Learning Theory**.

- ( ) Consistently ( ) Usually ( ) Occasionally ( ) Rarely
- 2.1 Uses research-based teaching strategies
  - 2.2 Motivates students by using creative and diverse techniques to accommodate various learning styles
  - 2.3 Holds and conveys high expectations for all students
  - 2.4 Uses effective questioning strategies
  - 2.5 Models learning/thinking strategies and processes

- 2.6 Provides frequent opportunities for students to use higher levels thinking skills
- 2.7 Paces instruction appropriately
- 2.8 Provides for active involvement of students in their learning

**Performance Criterion 3:** The probationary teacher demonstrates in his/her performance a satisfactory **Knowledge of Subject Matter.**

- Consistently  Usually  Occasionally  Rarely
- 3.1 Possesses, demonstrates and maintains competence in subject matter specialization(s)
  - 3.2 Demonstrates the relevance of subject matter to real life experience
  - 3.3
  - 3.3 Accurately answers student questions regarding subject matter
  - 3.4 Demonstrates ability to use technology and integrate it into the curriculum

**Performance Criterion 4:** The probationary teacher demonstrates in his/her performance a satisfactory ability in regard to the **Organization/Management of the Learning Environment.**

- Consistently  Usually  Occasionally  Rarely
- 4.1 Establishes routines and expectations which allow for effective use of time
  - 4.2 Prepares instructional materials and equipment in advance
  - 4.3 Maintains an organized, attractive classroom, including displays of student work
  - 4.4 Arranges classroom for maximum instructional benefit
  - 4.5 Establishes, communicates, and implements, fairly and consistently, a behavioral plan which aligns with the building discipline procedures
  - 4.6 Reinforces positive and appropriate behaviors
  - 4.7 When necessary, develops a plan to improve student behavior, in conjunction with parents and appropriate staff
  - 4.8 Models and encourages respect and consideration for each individual

**Performance Criterion 5:** The probationary teacher demonstrates in his/her performance an ability to maintain satisfactory **Relationships with Students/Parents/Staff/Administration.**

- Consistently  Usually  Occasionally  Rarely
- 5.1 Demonstrates rapport with students/parents/staff/administration
  - 5.2 Treats students fairly and impartially

- 5.3 Recognizes students' interests and activities
- 5.4 Communicates effectively and in a timely manner with students, parents and appropriate staff regarding student progress
- 5.5 Deals with confidential and/or personal information professionally
- 5.6 Demonstrates respect for students/parents/staff/administration
- 5.7 Works cooperatively with parents, staff and administration to meet the needs of students

**Performance Criterion 6:** The probationary teacher demonstrates in his/her performance satisfactory **Proficiency in Oral/Written Expression**.

- ( ) Consistently ( ) Usually ( ) Occasionally ( ) Rarely
- 6.1 Expresses thoughts clearly and understandably in oral and written form
  - 6.2 Uses oral and written communication appropriate for the audience
  - 6.3 Understands and uses the rules of spoken and written language
  - 6.4 Uses proper pronunciation, grammar and spelling

**Performance Criterion 7:** The probationary teacher demonstrates in his/her performance a satisfactory level of **Professionalism**.

- ( ) Consistently ( ) Usually ( ) Occasionally ( ) Rarely
- 7.1 Participates in professional development, staying current in subject matter, research based teaching/learning strategies and technology
  - 7.2 Follows district curriculum, district and building procedures, board policies and state and federal law
  - 7.3 Takes necessary and reasonable precaution to protect the safety of students, equipment, materials and facility
  - 7.4 Attends and participates in appropriate and/or required district and building meetings
  - 7.5 Maintains required records and meets deadlines
  - 7.6 Seeks collegial and/or administrative assistance when necessary
  - 7.7 Presents self as a professional (in appearance, actions, gestures, language, etc.)

**Performance Criterion 8:** The probationary teacher demonstrates in his/her performance satisfactory **Personal Qualities**.

- ( ) Consistently ( ) Usually ( ) Occasionally ( ) Rarely
- 8.1 Demonstrates the flexibility necessary to handle the unexpected
  - 8.2 Demonstrates use of good judgment
  - 8.3 Demonstrates punctuality and dependability
  - 8.4 Displays initiative and enthusiasm for teaching and learning

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**Performance Criterion 9:** Accomplishments (These are optional and may be documented and attached to the short and/or long form, or may be listed below.)

Assessment of the teacher's progress in meeting the goals of the Individualized Development Plan (IDP):

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*Signature of Evaluator*

*Date*

My signature indicates only that I have received a copy of this report. It does not necessarily mean that I agree with it.

---

*Signature of Teacher*

*Date*



LETTER OF AGREEMENT  
BETWEEN THE  
SOUTH LYON BOARD OF EDUCATION  
AND THE  
SOUTH LYON EDUCATION ASSOCIATION/MEA/NEA

The undersigned parties hereby agree that the Board of Education will pay each eligible employee, as defined herein, \$25,000.00 as a voluntary severance payment subject to the following restrictions and provisions:

1. It is understood that participation in the plan is voluntary and as such the employee will complete a voluntary release and discharge of claims form.
2. Eligible employees are those at the top of the salary schedule who have at least nine years of service to South Lyon Community Schools.
3. Twelve or more employees must elect to resign by submitting a letter of resignation to the Assistant Superintendent for Administrative Services by March 1, 2005, with an effective date on the resignation no later than August 1, 2005. This offer is null and void without a minimum of twelve participating employees.
4. Letters of intent to resign may be rescinded by the teacher if the minimum number of participating employees is not met.
5. Payment of the \$25,000.00 will be made in one lump sum no later than June 30, 2005.
6. As deemed allowable by law, the District and SLEA agree to the terms of the District's "Bencor-Michigan Public Schools Special Pay Plan", which would allow employees to avoid the payment of Social Security on severance payments. By current law, all employees must agree to the terms of the plan. Severance pay will not be allowed in cash, unless through the terms of the Special Pay Plan.
7. The employee will assume the responsibility for the tax obligation associated with the plan consistent with state and federal requirements.
8. This plan shall terminate and cease to be binding upon completion of payment of eligible employees.

Connie McKinnis  
For the Union

2/16/04  
Date

Maura Mitchell  
For the Board

2/16/04  
Date

**MEMORANDUM OF UNDERSTANDING  
BETWEEN THE  
SOUTH LYON BOARD OF EDUCATION  
AND THE  
SOUTH LYON EDUCATION ASSOCIATION/MEA/NEA**

The undersigned parties hereby agree as follows:

1. At a later date, the parties shall meet to determine a process for transfer to the second high school.
2. Article 10.14 and Article 17 C. (3) (a) shall be effective with the signing of this Letter of Understanding by the SLEA and the District.
3. With regard to teachers who do not meet the requirements for Highly Qualified status under the MDE definition for the position to which they are assigned, the District agrees to reimburse the teacher, on a one-time only basis, for the cost of taking the appropriate MTTC test in order to meet the definition of Highly Qualified.
4. The calendars are revised as follows with regard to middle school parent-teacher conferences:

2004-2005 October 20th is changed to October 27  
2005-2006 October 17th is changed to October 24  
2006-2007 October 18th is changed to October 25  
2007-2008 October 15th is changed to October 22

5. The calendars are revised as follows with regard to high school parent-teacher conferences:

2004-2005 October 18th is changed to October 25  
2005-2006 October 19th is changed to October 26  
2006-2007 October 16 is changed to October 23  
2007-2008 October 17th is changed to October 24

6. Section D. under each calendar shall read:

A total of thirty-four (34) hours on Tuesdays per year of staff meeting time shall be divided, as equally as possible, between the marking periods. At the elementary, the building

administrator and one representative from the upper elementary and one representative from the lower elementary shall determine the schedule. At the secondary, the building administrator, the four core subject facilitators, one representative from special education, and one representative from the rest of the staff shall determine the schedule. If no consensus is reached, the principal shall set the schedule. A tentative schedule shall be determined and presented to staff by June for the following Fall semester and by November for the following Spring semester and shall be finalized by the beginning of each semester.

7. Schedule C shall be revised to include the following positions and percentages of the base:

Group H (3%)

Astronomy Club

High School Quiz Bowl

Key Club

Group I (2%)

HS/MS Foreign Language Clubs

HS/MS Future Educators of America

8. Schedule C shall be revised to include the Assistant Varsity Basketball Coach in Group VII (3%) and the JV golf coach in Group IV (5-7-10%). These positions shall be removed from where they are listed in Group III, Group IV and Group VII.
9. Schedule C shall be revised to eliminate Assistant Wrestling Coach from Group III and Assistant Varsity Cheer Coach and JV Golf Coach from Group VII.
10. The corrections above shall be integrated into the language of the Master Agreement and the Memorandum of Understanding shall be attached.

Connie McKinzie  
For the Union

Margaret Mitchell  
For the Board

\_\_\_\_\_  
Date April 1, 2004

\_\_\_\_\_  
Date April 1, 2004



