

ARTICLE VI
Teacher Protection

Section 1

- A. The Board will give support and assistance to teachers with respect to the maintenance of control or discipline in the classroom.

Whenever it appears that a particular pupil requires the attention of special counselors, social workers, law enforcement personnel, physicians, or other professional persons, the teacher shall notify the principal in writing and the principal shall take appropriate and necessary action. The teacher shall be advised in writing of such intended course of action within five (5) school days.

- B. Any discussion between administrators and teachers on issues of discipline or methods of instruction shall be conducted in private and not in the presence of students, parents, or other teachers not directly involved in the particular situation unless there is prior agreement with the teacher.

Section 2

- A. A teacher may remove a student from a classroom to the appropriate administrative office for one class period when in the judgment of the teacher, the persistence of the misbehavior or the disruptive actions of the student makes the continued presence of the student in the classroom intolerable. In such cases, the teacher will furnish the principal full particulars of the incident in

writing within twenty-four (24) hours. For purposes of this section, an elementary period shall be defined as one(1) forty-five (45) minute period of time. The administrator will consult with the teacher on a course of action within twenty-four (24) hours. In the event of a serious offense, the teacher may immediately remove the student from the classroom to the appropriate administrative office provided that full particulars are furnished to the principal in accordance with procedures outlined on the conduct referral form. This should be done as expeditiously as possible. The principal or assistant principal shall determine the appropriate action to be taken. The teacher shall be advised in writing of such action or intended course of action within two (2) school days following receipt of the above mentioned statement.

- B. When three charges of serious misconduct, as determined by mutual agreement of principal and teacher, are filed on a student in any one semester, a formal disciplinary hearing may be initiated by the teacher. The hearing will be convened by the principal or his/her designee in accordance with due process requirements. Any or all action to be taken by the principal or his/her designee must be reported in writing to the teacher involved within two school days of the filing of the third referral form.
- C. Upon the fourth charge of misconduct, as mutually determined by

the principal and teacher, notification will be sent to the Superintendent. The teacher will be notified of any subsequent action.

- D. A teacher also has the option of suspending a student for one day in accordance with MCL 380.1309 (Appendix F-1) and Board Policy JDBA (Appendix F-2).

Section 3 Any complaints by a parent, student, teacher, or other shall be promptly called to the teacher's attention. No formal action shall be taken upon any such complaint, nor shall any notice thereof be included in said teacher's personnel file unless such matter is brought to the attention of the teacher concerned and a copy of such complaint, if the complaint was made in writing, is given to said teacher. All information forming the basis for disciplinary action will be made available to the teacher and the association. The teacher will have the opportunity to attach a written reply to the complaint. In addition, the teacher may request a hearing with the appropriate administrators. A representative of the Association may be present. If any questions of breach of professional ethics on the part of the teacher is involved, the Association shall be notified.

Section 4 Teachers shall observe all written rules concerning discipline of students as are established by the Board and the State of Michigan under Public Act 290, 1964. In the event criminal or civil proceedings are brought against any teacher in the course of his/her employment, the Board or its

designee will conduct an investigation to determine whether or not it will furnish counsel for such teacher. In the event the Board refuses to furnish counsel and the teacher ultimately is found not guilty, the Board will fully reimburse the teacher for legal counsel fees expended. The teacher shall furnish the Board with a statement from his/her legal counsel certifying the legal fees actually paid by the teacher, excluding any legal fees paid by insurance or other sources.

Section 5

- A. Any incident of assault on a teacher shall be immediately reported, by the principal, to the Superintendent.
- B. In the event of legal action resulting from an incident of assault on a teacher, the Board or its designee will conduct an investigation to determine whether or not it will furnish counsel for such teacher. In the event the Board refuses to furnish counsel and the teacher is ultimately upheld by the courts in such action, the Board will fully reimburse the teacher for legal counsel fees expended. The teacher shall furnish the Board with a statement from his/her legal counsel certifying the legal fees actually paid by the teacher excluding any legal fees paid by insurance or other sources.

Section 6 Time lost by a teacher in connection with any justifiable incident mentioned in this Article, shall not be charged against the teacher.

Section 7 No material of a negative nature originating after original employment will be placed in his/her personnel file unless the teacher has had

an opportunity to review the material. The teacher may submit a written notation regarding any material and the same shall be attached to the file copy of the material in question. If the teacher believes that material to be placed in his/her file is inappropriate or in error, he/she may receive adjustment, provided cause is shown, through the grievance procedure whereupon the material will be corrected or expunged from the file. If the teacher is asked to sign material placed in his/her file, such signature shall be understood to indicate his/her awareness of the material, but in no instance shall signature be interpreted to mean agreement with the content of the material.

Section 8 A teacher will have the right to review the contents of all records of the district pertaining to the said teacher, originating after original employment, excluding confidential recommendations, and to have a representative of the Association accompany him/her in such review.

Section 9 Any action taken against a teacher including discipline, demotion, or discharge, shall be for reasonable and just cause and appropriate to the behavior which precipitated such action.

Section 10 If a teacher is to be disciplined or reprimanded by the Board or its agents, he/she shall be entitled to have a representative of the Association present. Whenever a teacher shall meet with an administrator, and such meeting will result in disciplinary action, the administrator shall notify the teacher of the purpose of the meeting prior to beginning the meeting, and notify the teacher of his/her right to representation. If the teacher requests

representation, no further action or discussion shall take place until a representative of the Association appears, which shall in all cases be within two (2) work days.

Section 11 If a teacher is injured in the course of employment, free medical, surgical, or hospital care shall be furnished by the Board at a designated medical facility for the initial visit. Subsequent medical care may be pursued at a medical facility chosen by the teacher as provided under the Worker's Disability Compensation Act.

Section 12 In the event a teacher becomes disabled during the course of the school year, he/she may be given consideration for employment in another capacity in the district.

Section 13 Persons other than administrators shall be allowed in teachers' classrooms only according to the following guidelines:

- A. The teacher will be notified at least 24 hours prior to the visitation.
- B. The teacher will be informed of the purpose of the visit.
- C. The teacher will have the opportunity to inform the administration and the person making the visitation of their teaching plans prior to the visitation.
- D. Where the person is not a regular employee of the District, such visits shall be limited to one (1) visit per week without the expressed permission of the teacher.

Section 14 Bargaining unit members who are not routinely required to make home visits with students and/or parents as a part of their normal duties shall: 1) be accompanied by an administrator or other authorized school district

designee; 2) be covered by the school liability insurance with at least \$1,000,000.00 coverage inclusive of his/her automobile; 3) be authorized by the appropriate administrator, and 4) be reimbursed for mileage and time spent, including travel, at the appropriate IRS and personal hourly rates for the teachers.

Bargaining unit members who are required to perform such home visits as part of the daily duties are excluded from #1 above, unless circumstances warrant; consultation with the Student Services Director can activate #1.

Section 15 Use of new District adopted software/technology shall not be mandated until a pilot program has been implemented to assess the effectiveness and feasibility of such programs, as well as training for staff persons using new programs.

For new District adopted curriculum, training shall be provided for staff before implementation.

Section 16 In the event that software/technology programs are not functioning properly, the due date of any work assignment dependent upon such software or technology shall be adjusted accordingly to allow for adequate completion of necessary work.

Section 17 Consideration will be given to limit District meetings, due dates, inservice, etc., during parent/teacher conference and report card weeks.