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AGREEMENT  
between  
BOARD OF EDUCATION OF THE DURAND AREA SCHOOLS  
and the  
DURAND EDUCATION ASSOCIATION

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Durand Area Schools

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AGREEMENT

between the

BOARD OF EDUCATION OF THE DURAND AREA SCHOOLS

and the

DURAND EDUCATION ASSOCIATION

This Agreement entered into this 1st day of July 1969, by and between the Board of Education of Durand Area Schools, Durand, Michigan, hereinafter called the "Board", and the Durand Education Association, hereinafter called the "Association".

WITNESSETH

WHEREAS the Board and the Association recognize and declare that providing a quality education for the children of Durand Area Schools is their mutual aim and that the character of such education depends predominately upon the quality and morale of the teaching service, and

WHEREAS the members of the teaching profession are particularly qualified to assist in formulating policies and programs designed to improve educational standards, and

WHEREAS the Board has a statutory obligation, pursuant to Act 379 of the Michigan Public Acts of 1965, to bargain with the Association as the representative of its teaching personnel with respect to hours, wages, terms and conditions of employment, and

WHEREAS the parties, following extended and deliberate professional negotiations, have reached certain understandings which they desire to memorialize.

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

ARTICLE I

Recognition

A. The Board hereby recognizes the Association as the exclusive bargaining representative, as defined in Section II of Act 379, Public Acts of 1965, for all

professional personnel, including personnel on tenure, probation and on per diem appointments, classroom teachers, substitute teachers, guidance counselors, librarians, school psychologists and social workers, employed or to be employed by the Board (whether or not assigned to a public school building), but excluding supervisory and executive personnel (including teaching principals) and office and clerical employees. The term "teacher", when used hereinafter in this Agreement, shall refer to all employees represented by the Association in the bargaining or negotiating unit as above defined, and references to male teachers shall include female teachers.

B. The Board agrees not to negotiate with any teachers' organization other than the Association for the duration of this Agreement. If a teacher has a grievance, it should be presented through the Durand Education Association to the Board of Education, if it pertains to the contract. However, if the problem does not deal directly with the contract, he does have the right to consult as an individual.

C. Dues are to be taken out once each month for nine months - the first deduction certification to be in the hands of the accountant one week prior to the last pay period of September. This will include those who are certified members. The D.E.A. will be responsible for keeping the secretary informed of loss or gain in membership. Dues are to be started at the time the D.E.A. submits the certified list to the payroll clerk (see provision above). Additions or deletions of certified members should be in hands of payroll clerk one week prior to last pay period in month.

D. Nothing contained herein shall be construed to deny or restrict to any teacher rights he may have under the Michigan General Schools Laws. The rights granted to teachers hereunder shall be deemed to be in addition to those provided elsewhere.

## ARTICLE II

### MANAGEMENT RIGHTS CLAUSE

The Employer, on its own behalf and on behalf of the elector of the school district, hereby retains and reserves unto itself, without limitation, all powers,

rights authority, duties and responsibilities conferred upon and vested in it by the laws and Constitution of the State of Michigan, and of the United States, including, but without limiting the generality of the foregoing, the right:

A. To the executive management and administrative control of the school system and its properties and facilities, and the activities of its employees; B. To hire all employees and subject to the provisions of law, to determine their qualifications and the conditions for their continued employment, or their dismissal or demotion; and to promote, all such employees; the exercise of the foregoing powers, rights, authority, duties and responsibilities by the Employer, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms hereof are in conformance with the Constitution and laws of the State of Michigan, and the Constitution and laws of the United States.

#### ARTICLE III

##### Teacher Rights

A. Pursuant to Act 379 of the Public Acts of 1955, the Board hereby agrees that teachers shall have the right freely to organize, join and support the Association for the purpose of engaging in collective bargaining or negotiation and other lawful concerted activities for mutual aid and protection. As a duly elected body exercising governmental power under color of law of the State of Michigan, the Board undertakes and agrees that it will not directly or indirectly discourage or deprive or coerce any teacher in the enjoyment of any rights conferred by Act 379 or other laws of Michigan or the Constitutions of Michigan and the United States; that it will not discriminate against any teacher with respect to hours, wages or any terms or conditions of employment by reason of his membership in the Association, his participation in any lawful activities of the Association or collective professional negotiations with the Board, or his institution of any grievance.

B. The Board specifically recognizes the right of its employees appropriately to invoke the assistance of the State Labor Mediation Board, or a mediator from such



public agency.

C. The Association and its members shall have the right to use school building facilities at all reasonable hours for meetings, as provided by policy (1965-66 Administrative Bulletin). No teacher shall be prevented from wearing insignia, pins or other identification of membership in the Association either on or off school premises. Bulletin boards and other established media of communication shall be made available to the Association and its members as provided by Board policy.

D. The Board agrees to furnish 10 copies to the Association in response to reasonable requests from time to time all available information concerning the financial resources of the district, tentative budgetary requirements and allocations and such other information as will assist the Association in developing intelligent, accurate, informed and constructive programs on behalf of the teachers and their students; together with information which may be necessary for the Association to process any grievance or complaint.

#### ARTICLE IV

##### Professional Compensation

A. The salaries of teachers covered by this Agreement are set forth in Schedule A which is attached to and incorporated in this Agreement.

B. The salary schedule is based upon a normal weekly teaching load, as hereinafter defined, for contractual year during normal teaching hours. For extra work the teacher shall be entitled to appropriate additional professional compensation, at an established professional hourly rate of \$4.20 per hour, in addition to his salary, for all required time spent for parent and teacher conferences, after 6 p.m., or attendance at any educational or civic function where attendance is required by the Board or their representatives.

C. SEE APPENDIX C (CALENDAR)

#### ARTICLE V

##### Teaching Hours

A. The teacher's regular reporting to school and leaving school shall be one-half hour before school begins in the morning and one-half hour after the closing of

school.

B. The Board recognized the principle of a standard forty-hour workweek and will, so far as possible, set work schedules and make professional assignments which can reasonably be completed within such standard workweek. The Board will not require teachers regularly to work in excess of such standard workweek within or outside of any school building.

C. All elementary teachers shall be entitled to a duty-free uninterrupted lunch period equivalent to a regular class hour, in no event less than forty-five (45) minutes.

D. Junior and senior high school teachers shall be paid \$2.50 per day when they are scheduled for noon duty supervision and they are responsible for furnishing their own lunch.

#### ARTICLE VI

##### Teaching Loads and Assignments

A. The normal weekly teaching load in the senior high school will be 25 teaching periods and 5 unassigned preparation periods. The normal weekly teaching load in the junior high schools will be 30 teaching periods and 5 unassigned preparation periods. No departure from these norms, except in case of emergency, shall be authorized without prior consultation with the Association. In the event of any disagreement between the representative of the Board and the Association as to the need and desirability of such deviation, the matter may be processed through the professional grievance negotiation procedure hereinafter set forth.

B. Since pupils are entitled to be taught by teachers who are working within their area of competence, teachers shall not be assigned, except temporarily (not more than one year) and for good cause, outside the scope of their teaching certificates or their major or minor field of study.

C. Teachers who will be affected by a change in grade assignments in the elementary school grades and by changes in subject assignment in the secondary school grades will be notified and consulted by their principals as soon as practicable and prior to June 1st. Such changes will be voluntary to the extent possible. Every



effort will be made to avoid reassigning probationary elementary school teachers to different grade levels unless the teacher requests such change.

## ARTICLE VII

### Teaching Conditions

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

A. Because the pupil-teacher ratio is an important aspect of an effective educational program, the parties agree that progression toward lowering of class size be a goal insofar as classroom availability and recruitment of teachers will permit. The following maxims toward this have been recommended:

Kindergarten	25
Elementary grades	25 - 30
Type A Special Education Classes	15 (State Law)
Secondary classes	30
High School English classes where emphasis is on theme writing	25

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

C. Upon a written requisition from the D.E.A.'s professional library committee, upon approval of the Supt. and within the budgetary allowance established by

the Board, the materials for a professional library in each building will be purchased by the Board.

D. Under no conditions shall a teacher be required to drive a school bus as part of his regular assignment.

E. The Board shall progress toward providing in each school adequate lunchroom, restroom and lavatory facilities exclusively for teacher use and at least one room, appropriately furnished, which shall be reserved for use as a faculty lounge in which smoking shall be permitted.

F. Existing telephone facilities shall be available to teachers for local use.

G. In schools where continuous cafeteria service for teachers is not available, a vending machine for beverages may be installed and must be supervised by the Association.

H. Adequate parking facilities shall be made available to teachers.

I. Notwithstanding their employment, teachers shall be entitled to full rights of citizenship and no religious or political activities outside of school hours of any teacher or the lack thereof shall be grounds for any discipline or discrimination with respect to the professional employment of such teacher. The private and personal life of any teacher is not within the appropriate concern or attention of the Board, unless his or her actions reflect detrimentally upon the school system.

J. The provisions of this Agreement and the wages, hours, terms and conditions of employment shall be applied without regard to race, creed, religion, color, national origin, sex or marital status or membership in or association with the activities of any employee organization. The Board and the Association pledge themselves to seek to extend the advantages of public education to every student without regard to race, creed, religion, sex, color or national origin and to seek to achieve full equality of educational opportunity to all pupils.

K. The building principals may include necessary duties essential to the supervision of the building on a temporary basis, excluding noon hour assignment of teachers.



## ARTICLE VIII

### Vacancies and Promotions

A. The occurrence of an immediate vacancy shall be considered an emergency and can be filled by the acquisition of a teacher from outside the existing teaching staff. However, this position must be posted in each of the area schools for a period of 15 consecutive school days before it can be filled for the coming school year.

B. Notice of the occurrence of a teaching vacancy for the following school year shall be posted on the teacher bulletin board and a duplicate of the notice placed in the teachers' mail boxes. This shall be done five (5) consecutive school days prior to the filling of the vacancy. The teacher in turn is to write a LETTER OF PREFERENCE to the superintendent if a change in position is desired. Letters of preference may be filed at any time prior to the end of the reaction time and will automatically result in the teacher's being notified of the opening and being considered for transfer. These must contain the position at present, and the position preferred. The teacher shall be allowed a reaction time of five (5) consecutive school days from the time of notification of a position opening before the position will be filled for the next year. An opening shall be considered by grade in elementary grades, secondary by disciplines. Final decisions are left to the discretion of the administration and are to be based on the background and training of all candidates. Under no circumstances shall this supersede provision of Article II, Paragraph A.

C. Any teacher may apply for such vacancy. In filling such vacancy, the Board agrees to give due weight to the professional background and attainments of all applicants, the length of time each has been in the school system of the district, and other relevant factors. An applicant with less service in the system shall not be awarded such position unless his qualification therefore shall be substantially superior to applicants with greater service. The Board declares its support of a policy of promotions from within its own teaching staff. "Service" in the system, for the purposes of this Article VIII shall mean continuous employment in a school of the district, including substitute service, irrespective of tenure status, but shall

exclude all periods when the teacher was on leave of absence, except leaves granted in Article XI Sections A, F, G, H of the Agreement.

## ARTICLE VIX

### Transfers

A. Since the frequent transfers of teachers from one school to another is disruptive of the educational process and interferes with optimum teacher performance, the parties agree that transfers of teachers are to be minimized and avoided whenever possible.

B. In the event that transfers of teachers appear to be necessary, lists of available positions in other schools shall be posted in the same manner as provided in Article VIII.

C. Any teacher who shall be transferred to a supervisory or executive position and shall later return to a teacher status shall be entitled to retain such rights as he may have had under this Agreement prior to such transfers to supervisory or executive status.

## ARTICLE X

### Leave Pay

A. Probationary teachers absent from duty on account of personal illness or any other approved reason shall be allowed full pay for 10 days in a school year unused days cumulative to 30.

All tenure teachers absent from duty on account of personal illness or any other approved reason shall be allowed 15 days in a school year with full pay - unused days cumulative to 90.

B. Concerning extended leave, any unusual circumstances mutually judged to be meritorious would be considered on an individual basis.

## ARTICLE XI

### Leaves of Absence

A. Any teacher whose personal illness extends beyond the period compensated under Article X shall be granted a leave of absence without pay for a period not to exceed one year renewable on discretion of the Board. Upon return from leave, a



teacher shall be assigned to the same position, if available, or a substantially equivalent position.

B. Leaves of absence with pay chargeable against the teacher's allowance shall be granted by the superintendent for the following reasons:

- (1) A maximum of 5 days per school year for illness in immediate family-- husband, wife, child, brother, sister, mother, father, mother-in-law, father-in-law, chargeable to sick leave.
- (2) One day per emergency when emergency illness in family requires a teacher to make arrangements for necessary medical or nursing care.
- (3) Attendance at a ceremony awarding a degree to a staff member for such portion of the day as is necessary.
- (4) One day for attendance at the school graduation of a son, daughter, husband or wife.
- (5) Time necessary for the conduct of personal affairs which cannot normally be handled outside school hours, when such appointments cannot be made at any other time.
- (6)
  1. Time necessary for attendance at the funeral service of a person whose relationship to the teacher warrants such attendance. Absence due to the death of the following members of the immediate family shall be charged to combined leave as follows: Grandparent, grandchildren, son-in-law, daughter-in-law, brother-in-law, sister-in-law, uncle, aunt, nephew, niece, first cousin.
  2. This shall also include any other relative or non-relative living in the household of the employee, or any other person whose relationship is equivalent to that of a household relative.
  3. This shall also include the immediate family as defined in this Article, Section C, Item 1 - when non-chargeable leave is exhausted.

The above would not apply for two (2) days immediately preceding and following vacations; and record days with certain emergency exceptions.

C. Leaves of absence with pay not chargeable to teacher's allowance.

- (1) A maximum of 5 days per school year for death in immediate family-- husband, wife, child, father, mother, brother, sister, mother-in-law, father-in-law, non-chargeable to sick leave.
- (2) Court appearance as a witness in any case connected with the teacher's employment or the school.
- (3) Approved in-service training visitation at other schools or universities and attendance at an educational conference or convention will be allowed within justifiable limits.
- (4) Time necessary to take the selective service physical examination.

D. Maternity leave shall be granted to all tenure teachers and may be

granted to non-tenure teachers at the discretion of the Board, without pay, commencing not later than the end of the sixth month of pregnancy, except that when this falls within one school month of the end of the semester the teacher may be permitted to complete the semester.

The teacher shall be entitled to return from such leave at any time within one year, if a vacancy exists and the teacher qualifies for such a vacancy. If no such vacancy exists within that year's leave, the teacher will have priority over the first vacancy for which she qualifies that occurs after the one year leave is up.

Refusal to accept the first qualified vacancy that occurs terminates any further priority. However, if no vacancy occurs for the remainder of that school year, the teacher will have priority over her original position at the beginning of the next school year.

Sixty days advance written notice must be given to the Superintendent when a teacher intends to resume original position at the beginning of the school year. Failure to comply with said regulation terminates any further priority of her previous or original position.

E. Leave of absence will be granted of up to two years to any teacher who joins the Peace Corps as a full-time participant in such program. Any period so served shall be treated as time taught for purposes of return to the salary schedule as set forth in Appendix A of this agreement.

F. Teachers who are officers of the Association or are appointed to its staff should, upon proper application, be given leave of absence without pay for the purpose of performing duties for the Association. Teachers given leaves of absence without pay shall receive credit toward annual salary increment on the schedule appropriate to their rank. Leave is to be limited to one year and must coincide with school year.

G. Military leaves of absence shall be granted to any teacher who shall be inducted or shall enlist for military duty to any branch of the armed forces of the United States.

Teachers shall be advanced one step on the salary schedule for between one

and three years of active military service, and two steps for active military service in excess of three years.

The time a teacher accumulates while on military leave will apply toward steps on the salary schedule, but he cannot accumulate sick leave during this time.

Each employee in service as of September, 1960, shall be credited with a maximum accumulation of 40 unused leave days as of September 1, 1963.

Military service is not to be granted for the purpose of new employment.

Military service of less than one year may be given individual consideration by the mutual agreement of the Board and the Association.

H. The Board shall grant a leave of absence without pay to any teacher to campaign for, or serve in, a public office, providing it does not interrupt the school year.

I. The board shall grant a leave of absence if a teacher is not excused from jury duty. The teacher shall be compensated for such duty at a daily rate equal to but not exceeding the difference between the regular daily pay and the total daily compensation for jury duty. Such leave is not charged against other leave allowances.

J. During the emergency closing of Durand Area Schools, (snow days, bad road conditions, etc.), teachers are enjoined to exercise their professional integrity and good judgment in determining their attendance at school, to perform any duties commensurate with their contractual obligation.

## ARTICLE XII

### Insurance Protection

The Board agrees to furnish to all the teachers the following insurance protection:

- A. Workingman's Compensation
- B. Owner's Liability
- C. Fleet Bus Policy

## ARTICLE XIII

### Retirement - From This School System

A. This would be based on 30 years of service. The person would have to be in the system for at least five years, but it would be applied at the end of the



sixth year, and would be retro-active. The maximum pay of \$1800 would be in five-year increments. For instance, if a teacher had been with the system seven years, the time would revert back to five years; if he had been here through the eighth year, it would be considered ten years. A percentage of the \$1800 will be allowed, depending on the years in the system.

The above items are to be used as basis of formulation of unused sick leave remuneration.

(Refer to ADDENDUM 1 for Retirement Formula)

#### ARTICLE XIV

##### Teacher Evaluation

A. All monitoring or observation of the work performance of a teacher shall be conducted openly and with full knowledge of the teacher. The use of eavesdropping, closed circuit television, public address or audio systems, and similar surveillance devices shall be strictly prohibited.

B. Each teacher shall have the right upon request to review the contents of his own personnel file. A representative of the Association may be requested to accompany the teacher in such review.

C. A teacher shall at all times be entitled to have present a representative of the Association when he is being reprimanded, warned or disciplined for any infraction of discipline or delinquency in professional performance. When a request for such representation is made, no action shall be taken with respect to the teacher until such representative of the Association is present. This should be part of record and signed by the teacher. If the Association has a representative, the administration may have a witness.

D. Any probationary teacher dismissed from employment before the termination date of his contract shall be paid up to and including the date of dismissal.

E. No teacher shall be disciplined, reprimanded, reduced in rank or compensation or deprived of any professional advantage without just cause. Any such discipline, reprimand or reduction in rank, compensation or advantage, including adverse evaluation of teacher performance or violation of professional ethics asserted by

the Board or any agent or representative thereof shall be subject to the professional grievance negotiations procedure hereinafter set forth.

#### F. Calendar for Evaluation of Probationary Teacher

This rather strict schedule of visits to new probationary teachers is to "help" them get problems ironed out before bad habits are formed, but in all cases must conform to provisions of tenure policy.

##### SEPTEMBER      Orientation of teachers

1. Review of tenure procedure.
2. Review the method that will be used in evaluating the performance of a teacher during the year.

##### OCTOBER        Observation of classroom teacher

1. Begin recording progress of teacher or lack of it.
2. Record visits.
3. Conference as needed.

##### NOVEMBER       Continue classroom visits

1. Keep accurate records of visits-- time, date, other important information.
2. Confer with others who share responsibility for teacher's performance.

##### DECEMBER       Continue observations

1. Send memorandum to teacher whose work has been unsatisfactory.
2. Specify the areas where improvement should be made.

##### JANUARY        Continue observations

1. Present progress report to board of education relative to teacher performance.
2. Inform teachers of progress in writing and in a personal conference.

##### FEBRUARY       Evaluation month

1. Rate each teacher according to a determined "Evaluation Sheet".
2. Have teacher sign "Evaluation Sheet" indicating that it has been reviewed by the teacher.
3. Place "Evaluation Sheet" in file.
4. Prepare recommendations for the Board of Education.
5. Notify probationary teachers in writing regarding their satisfactory or unsatisfactory service.

MARCH 1 Notification month

1. Receive a written statement from certified personnel as to their intent for the next year.

APRIL 1 Notification month

1. Notify teachers of salary statement and reappointment.
2. Notify at least sixty (60) days prior to the close of school any discontinuance of service.

Tenure teachers will be rated on scale at least once each year, (or oftener if deemed necessary by administration) discussed, and given a copy of evaluation.

Evaluation instrument attached as Appendix A.

G. Tenure policy attached as Appendix B.

H. Teacher Violations

The following steps have been agreed to be taken concerning teacher violations:

1. Two verbal warnings
2. A written warning to be put on file
3. D.E.A. council action
4. Board Action

ARTICLE IV

Protection of teachers

A. Since the teacher's authority and effectiveness in his classroom is undermined when students discover that there is insufficient administrative backing and support of the teacher, the Board recognizes its responsibility to give all reasonable support and assistance to teachers with respect to the maintenance of control and discipline in the classroom. The Board further recognizes that the teacher may not fairly be expected to assume the role of warden or custodian for emotionally disturbed students nor to be charged with responsibility for psychotherapy. Whenever it appears that a particular pupil requires the attention of special counselors, social workers, law enforcement personnel, physicians or other professional persons, when reported to administrator, the Board will take reasonable steps to relieve the teacher of responsibilities with respect to such pupil.

B. Any case of assault upon a teacher shall be promptly reported to the Board or its designated representative. The Board will provide legal counsel to



advise the teacher of his rights and obligations with respect to such assault and shall render all reasonable assistance to the teacher in connection with handling of the incident by law enforcement and judicial authorities.

C. If any teacher is complained against or sued by reason of disciplinary action taken by the teacher against a student, the Board will provide legal counsel and render all necessary assistance to the teacher in his defense.

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

E. The Board will reimburse teachers for any loss, damage or destruction of clothing or personal property as a result of assault of the teacher while on duty in the school or on the school premises in the amount of \$10 minimum and \$200 maximum. If a teacher is injured while in the line of duty, free medical, surgical, or hospital care which is not already covered by other insurance will be furnished by the Board to the extent of the school district's insurance coverage in its policies.

F. Any complaints by a parent of a student directed toward a teacher shall be promptly called to the teacher's attention, if complaint is deemed by immediate supervisor to demand immediate attention.

G. Teachers shall be expected to exercise reasonable care with respect to the safety of pupils and property, but shall not be individually liable, except in the case of gross negligence or gross neglect of duty, for any damage or loss to person or property.

## ARTICLE XVI

### Negotiation Procedures

A. It is contemplated that matters not specifically covered by this Agreement but of common concern to the parties shall be subject to professional negotiations between them from time to time during the period of this agreement upon mutual consent. The parties undertake to cooperate in arranging meeting, selecting representatives for such discussions, furnishing necessary information and otherwise constructively considering and resolving any such matters.

B. In the event the salary schedule is reopened for negotiation, by either

party, as provided in Schedule A of this Agreement, the parties will promptly negotiate for the purpose of reaching an agreement upon a revised salary schedule. At least 90 days prior to the expiration of this Agreement, the parties will likewise begin negotiations for a new agreement covering wages, hours, terms and conditions of employment of teachers employed by the Board. The first week after return from Christmas vacation will be the first organizational meeting.

C. In any negotiations described in this Article, neither party shall have any control over the selection of the negotiating or bargaining representatives of the other party and each party may select its representatives from within or outside the school district. It is recognized that no final agreement between the parties may be executed without ratification by a majority of the Board of Education and by a majority of the Association, but the parties mutually pledge that representatives selected by each shall be clothed with all necessary power and authority to make proposals, consider proposals, and make concessions in the course of negotiations or bargaining, subject only to such ultimate ratification.

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

E. Any teacher engaged in professional negotiations in behalf of the Association with any representative of the Board shall be released from regular duties without loss of salary. Every effort will be made on the part of the Association to handle grievance during non-teaching hours.

## ARTICLE XVII

### Professional Grievance Negotiation Procedure

#### A. Definitions

1. A grievance shall be an alleged violation of the expressed terms of this agreement, except no grievance may be filed where the tenure act may have jurisdiction.
2. The "aggrieved person" is the person or persons making the claim.
3. The term "teacher" includes any individual or group who is a member of the bargaining unit covered by this contract.

4. A "party of interest" is the person or persons who might be required to take action or against whom action might be taken in order to resolve the problem.
5. The term "days" shall mean calendar days, excluding Sundays and legal holidays.

B. Purpose

The primary purpose of this procedure is to secure, at the lowest level possible, equitable solutions to the problems of the parties. Both parties agree that these proceedings shall be kept as confidential as may be appropriate at each level of the procedure. Nothing contained herein shall be construed as limiting the right of any teacher with a grievance to discuss the matter informally with any appropriate member of the administration or proceeding independently as described in Section E of these procedures.

C. Structure

1. There shall be one Association Representative (Building Representatives) for each school building to be selected in a manner determined by the Association.
2. The Association shall establish a Professional Rights and Responsibilities Committee, which shall be broadly representative and which shall serve as the Association grievance committee. In the event that any Association Representative or any member of the PR & R Committee is a party in interest to any grievance, he shall disqualify himself and a substitute shall be named by the Association.
3. The building principal shall be the administrative representative when the particular grievance arises in that building.
4. The Board hereby designates the superintendent as its representative when the grievance arises in more than one school building.

D. Procedure

The number of days indicated at each level should be considered as maximum and every effort should be made to expedite the process. The time limits may be extended by mutual consent.

If the grievance is filed on or after June 1, the time limits shall be reduced in order to effect a solution prior to the end of the school year or as soon thereafter as is practicable.

1. Level One

Within 5 days of the alleged violation a teacher with a grievance shall discuss it with his immediate supervisor or principal: individually, together with his Association Representative or through the Association Representative.



## Level Two

(a) In the event the aggrieved person is not satisfied with the disposition of his grievance at Level One, or if no decision has been rendered within five (5) days after presentation of the grievance, he may file the grievance in writing with the Association's PR & R Committee within 5 days. The Association Representative will assist in writing the grievance.

(b) Within five (5) days of receipt of the grievance the PR & R Committee shall decide whether or not there is a legitimate grievance. If the committee decides that no grievance exists and so notifies the claimant, the teacher may continue to process his claim without Association support within 2 days of decision of PR & R Committee. If the Committee decides there is a legitimate grievance, it shall within 2 days process the claim with the superintendent of schools. Within ten (10) days from receipt of the grievance by the Superintendent he shall render a decision as to the solution.

## 3. Level Three

In the event the aggrieved person is not satisfied with the disposition of his grievance at Level Two, or if no decision has been rendered within ten (10) days from date of receipt of grievance by the superintendent, he may refer the grievance through the PR & R Committee, to the Board of Education's Review Committee not less than 5 days immediately preceding the next possible board meeting. This committee shall be composed solely of members of the Board of Education. Within ten (10) days from receipt of the written referral by the Board, its Review Committee shall meet with the Association's PR & R Committee chairman and the Association's Negotiating Team for the purpose of arriving at a mutually satisfactory solution to the grievance problem. A decision shall be rendered within ten (10) days.

## 4. Level Four

In the event the grievance is not satisfactorily resolved at Level Three, or if no decision is reached within the ten (10) day period, the grievance shall immediately be transmitted to the State Labor Mediation Board or to the MEA Board of Reference; either channel may be used at the discretion of the party transmitting the grievance.

## 5. Level Five

In the event that they are unable to settle a matter, it shall be determined by decision of the Arbitrator selected by the parties or in the event they cannot agree upon an Arbitrator within five (5) days, the Arbitrator shall be selected by the American Arbitration Association. The fees and approved expenses of an Arbitrator will be paid by the parties equally. Grievances within the meaning of the grievance procedure and of this arbitration clause shall

consist only of disputes about the interpretation of application of the clauses of this Agreement and about alleged violations of the agreement. The Arbitrator shall have no power to add to, or subtract from, or modify any of the terms of this Agreement, nor shall he substitute his discretion for that of the Employer or the D.E.A. where such discretion has been retained by the Employer or the D.E.A., nor shall he exercise any responsibility or function of the Employer or the D.E.A., such as matters including the tenets of the school code and the obligation of public monies controlled by the Board with the exception of expenses of arbitration.

#### E. Rights to Representation

Any party of interest may be represented at all meetings and hearings at any level of the grievance procedure by an Association representative. Provided, however, that any teacher may in no event be represented by an officer, agent, or other representative of any organization other than the Association. Provided, however, when a teacher is not represented by the Association, the Association shall have the right to be present and to state its views at all stages of the grievance processing.

#### F. Miscellaneous

1. A grievance may be withdrawn at any level without prejudice or record. However, if, in the judgment of the Association Representative or the PR & R Committee, the grievance affects a group of teachers, the PR & R Committee may process the grievance at the appropriate level.
2. The grievance discussed and the decision rendered at Level One must be placed in writing upon request of either party. Decisions rendered at all other levels shall be in writing and shall promptly be transmitted to all parties of interest.
3. No reprisals of any kind shall be taken by or against any party of interest or any participant in the grievance procedure by reason of such participation.
4. All documents, communications and records dealing with a grievance shall be filed separately from the personnel files of the participants.
5. Forms for filing and processing grievances shall be designed by the superintendent and the PR & R Committee, shall be prepared by the superintendent, and shall be given appropriate distribution so as to facilitate the operation of the grievance procedure.
6. Access shall be made available to all parties, places and records for all information necessary to the determination and processing of the grievance.
7. Should a grievant be satisfied with the decision at any level, or should the grievant or the Association fail to institute or appeal a grievance within the time specified, all further proceedings thereon shall be barred. In the event a grievant shall leave the

employ of the board, all further proceedings on a previously instituted grievance shall be barred, except for a claim involving compensation to the grievant.

#### ARTICLE XVIII

##### Miscellaneous Provisions

A. The Board agrees at all times to maintain an adequate list of substitute teachers. Teachers shall be informed of a telephone number they may call before 7:00 A.M. to report unavailability for work. Once a teacher has reported unavailability, it shall be the responsibility of the administration to arrange for a substitute teacher.

B. No polygraph or lie detector device shall be used in any investigation of any teacher or pupil.

C. The Association shall be duly advised by the Board of fiscal, budgetary and tax programs affecting the district.

D. The Association shall deal with ethical problems arising under the Code of Ethics of the Durand Education Association in accordance with the terms thereof and the Board recognizes that the Code of Ethics of the Education Profession is considered by the Association and its membership to define acceptable criteria of professional behavior.

E. This Agreement shall supersede any rules, regulations or practices of the Board which shall be contrary to or inconsistent with its terms. It shall likewise supersede any contrary or inconsistent terms contained in any individual teacher contracts heretofore in effect. All future individual teacher 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.

F. Copies of this Agreement shall be printed at the expense of the Board and presented to all teachers now employed or hereafter employed by the Board.

G. If any provision of this Agreement or any application of the Agreement to any employee or group of employees shall be found contrary to law, then such provi-



sion or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

ARTICLE XIX

Duration of Agreement

This Agreement shall be effective as of July 1, 1969 and shall continue in effect for one (1) year until the 30th day of June, 1970. This Agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated.

BOARD OF EDUCATION

BY \_\_\_\_\_  
Its President

BY \_\_\_\_\_  
Its Secretary

DURAND EDUCATION ASSOCIATION

BY \_\_\_\_\_  
Its President

BY \_\_\_\_\_  
Its Secretary

Schedule A  
1969 - 70 Salary Schedule

Steps	Non-Degree	Bachelors without provisional	Index	Bachelors with provisional	Bachelors plus permanent	Bachelors plus permanent plus 10 hrs.	Masters without provisional	Masters with provisional	Masters plus permanent	Bachelors plus permanent plus 30 hrs
1.	5600	*7000	1.00	7150	7250	7350	*7400	7550	7650	7650
2.	5750	7357	1.05	7507	7607	7707	7757	7907	8007	8007
3.	5900	7715	1.10	7865	7965	8065	8115	8265	8365	8365
4.	6050	8144	1.16	8294	8394	8494	8544	8694	8794	8794
5.	6400	8573	1.22	8723	8823	8923	8973	9123	9223	9223
6.	6550	9002	1.28	9152	9252	9352	9402	9552	9652	9652
7.	6700	9359	1.33	9509	9609	9709	9759	9909	10009	10009
8.	6850	9717	1.38	9867	9967	10067	10117	10267	10367	10367
9.	7000	10074	1.43	10224	10324	10424	10474	10624	10724	10724
10.	7150	10432	1.48	10582	10682	10782	10832	10982	11082	11082

\*Applies to new hires for the 1969-70 school year.

Semester hours or equivalent to be applied for salary increment credit must be in the subject area in which the teacher is teaching or is certified to teach or must be toward an anticipated assignment in this district toward which a teacher is working with mutual understanding about the purpose. Any question about courses not covered in this statement should be cleared prior to registration by the Superintendent or Assistant Superintendent.

Similarly teachers hiring into the system and submitting course work for credit shall be responsible to pursue all questions to a point of decision with the Superintendent or Asst. Superintendent and accept the credit as shown on initial signed contract.



This salary schedule shall remain in effect for one year only.

Negotiations shall be opened upon written notice to the other party, at least ninety (90) days prior to the expiration of agreement.

II. Credit for experience outside the school system shall be evaluated by the Board and credit shall be allowed whenever the prior service of the teacher is deemed satisfactory. Full credit shall be given for the first seven (7) years, but no credit shall be given for a fractional part of a year.

Credit for experience within the Durand Area Schools will be allowed if a teacher should leave this system and return at a later time; however, during this time off no credit will be given if he has accepted employment in another school system or other full time gainfull employment. This applies to new hires only and is not retroactive.

III. Increments become effective September 15 of each and advancement under the salary schedule shall be automatic as of September 1 following completion of required academic or professional courses, if proof is submitted prior to September 15.

IV. 1/185 will be used for a deduction ratio.

V. Credit for experience within the Durand Area Schools will be allowed after the completion of 2 full consecutive semesters, or after the completion of one full academic school year to qualify for the next step on the salary schedule. The teachers employed at the beginning of the second semester will receive  $\frac{1}{2}$ -year teaching experience credit. At the beginning of the following school year, those teachers will be contracted for  $\frac{1}{2}$  of their credit step plus  $\frac{1}{2}$  of their next advanced step. The above is retroactive to January 29, 1968.

VI. Additional salary compensation shall be allowed for the teachers if contracted for a full school year by the Board for extra load assignments during the regular day in the following areas: (1) For high school extra class assignments, the teacher will be compensated for an additional  $\frac{1}{6}$  of the teacher's base step salary (2) For the high school extra study hall assignment, the teacher will be compensated for  $\frac{1}{8}$  of the teacher's base step salary (3) For junior high school extra class assignment, the teacher will be compensated for  $\frac{1}{7}$  of the teacher's base step salary

(4) For junior high school extra study hall assignment, the teacher will be compensated for 1/9 of the teacher's base step salary.

VII. In addition to the basic teacher salary as provided in the foregoing, there shall be paid the following further sums:

ADDENDUM I

Formula for payment of accumulated and unused sick leave at time of retirement from teaching in the Durand Area School system.

	<u>Yrs of service completed</u>	<u>Rate per day</u>		<u>Maximum Amount</u>
5	5 yrs to 7 $\frac{1}{2}$ years	\$3.33	To determine the total amount of remuneration- multiply daily rate by number of unused sick leave days	(Based on total of 75 days accumulated unused sick leave) \$250.00
10	7 $\frac{1}{2}$ years to 12 $\frac{1}{2}$ years	6.67	"	(Based on total of 90 days accumulated unused sick leave) \$600.00
15	12 $\frac{1}{2}$ years to 17 $\frac{1}{2}$ years	10.00	"	(Based on 90 days) \$900.00
20	17 $\frac{1}{2}$ years to 22 $\frac{1}{2}$ years	13.33	"	(Based on 90 days) \$1200.00
25	22 $\frac{1}{2}$ years to 27 $\frac{1}{2}$ years	16.67	"	(Based on 90 days) \$1500.00
30	27 $\frac{1}{2}$ years to 30 years	20.00	"	(Based on 90 days) \$1800.00

Based on these conditions:

Termination or retirement from teaching in Durand Area School system.

Taken as a lump sum payment less any used sick leave, if any,

The retirement years as indicated will be computed as they are in existing teachers retirement program. Sick leave time does not accumulate during military service time.

The continuous years of service to include all service in a district prior to inclusion in a reorganization or annexation. If a break in continuous service in the district occurs then the last continuous service time only will apply. Sick leave started accumulating in 1960.



ADDENDUM II

" In the areas of distributive education coordinator, counseling, special education, vocational agriculture - a required responsibility factor of 5% of base salary will be added to the teacher's schedule position. This factor will be based on a negotiated job description of the responsibilities to be performed and on the 10-month contractual period of the teacher. "

ADDENDUM III

" Teachers with Bachelor's Degree and completion of 10 semester hours and a permanent certificate or life certificate - \$100.

Teachers with Bachelor's Degree and a permanent certificate and completion of 20 semester hours which apply on a Master's Degree program - \$200.

The above credit hours are to be completed before September 1st of the school year in which the increment is given. A transcript of the completed credits is required as evidence and presented to the superintendent before the increment allowance is placed on the individual's contract. "

ADDENDUM IV

" An insurance premium of up to \$100. annually per teacher will be paid to an insurance company or companies designated by the Durand Education Association in either of three categories of insurance, viz: Health & Accident Ins., Income Protection Ins., or Life Insurance. This premium will be paid in ten equal installments and any deficiency in monthly premium will be deducted from the first monthly salary payment to the teacher. "



ADDENDUM V

Teacher Aides for Elementary Schools

Job Description of Elementary Teacher Aide

The teacher aide shall be in good health, in good moral standing, and demonstrate an ability to work with elementary children.

Teacher aides shall be employed by the Board of Education through the recommendation of the Superintendent.

At least 6 aides will be employed for one school year. One aide will be assigned to each of the 6 elementary buildings. Each aide will be scheduled to work 4 hours per each school day.

Teacher aides will be directly responsible to the building principal.

Teacher aides will perform the following duties:

1. Supervise noon hour duties.
2. Supervise all recess duties.
3. Assist in supervising bus duties.
4. Assist in caring for ill students.
5. Assist teachers in non-instructional capacities.

ADDENDUM VI

Agency Shop

All employees covered by this master contract are required to have an amount deducted from their pay equal to the monthly dues paid by the members of the Association.

The Association will protect and save harmless the Board from any or all claims, demands, suits and other forms of liability by reason of action taken or not taken by the Board or its designated agent for the purposes of complying with this Addendum.

## ADDENDUM VII

### Sabbatical leave:

Sabbatical leave for one teacher may be granted annually, without pay. Sabbatical leave may be granted after seven (7) years of service in the present school district upon application of at least one semester prior notice for one of the following reasons:

1. For formal study at an accredited college or university.
2. For research under the guidance of competent research personnel.
3. For travel, either domestic or foreign.
4. For advanced study for a specialty program.

During the sabbatical leave all rights in reference to the teacher's salary step and insurance benefits on the faculty may remain the same as though the teacher had taught in the school district for the same academic year. It is understood by the teacher that he will return for at least one academic year immediately following the sabbatical leave or forfeit all rights and benefits listed above.

The final selection process for granting sabbatical leave shall be at the discretion of the Board.



## ADDENDUM VIII

## EXTRA-CURRICULAR SCHEDULE

<u>Position</u>	<u>Percentage of teacher's base step on schedule</u>
Athletic Director	14%
Head Football Coach	10%
Assistant Football	7%
" "	7%
J. V. Football	7%
Freshman Football	7%
8th grade football	4%
8th grade football	4%
7th grade football	4%
Varsity basketball	10%
J. V. basketball	7%
Freshman basketball	4%
8th grade basketball	4%
7th grade basketball	4%
6th grade basketball	2%
Girls' basketball	7%
Girls' softball	4%
Varsity Wrestling	10%
Asst. Wrestling	7%
Jr. High Wrestling	4%
Cross Country	4%
Varsity Track	7%
Varsity baseball	7%
J. V. Baseball	4%
Head Golf	4%
Sr. Sponsor	3%
Jr. Sponsors (2)	2% each
Sr. Play	2%
Jr. Play	2%
Sr. High Newspaper advisor	4%
Jr. High Newspaper advisor	2%
Sr. Annual	3%
Band Director H.S.	10%
Asst. Band Director	7%
Vocal Director	7%
Cheerleading Coach	3%
Jr. High Cheerleading coach	2%
Sr. High Debate and Forensics	2%

APPENDIX A  
DURAND AREA SCHOOLS

Principal's Report on Teacher Growth

Name \_\_\_\_\_ Building \_\_\_\_\_ Date \_\_\_\_\_

Status: Probation Year \_\_\_\_\_ \* 1 \_\_\_\_\_ 2 \_\_\_\_\_ 3 \_\_\_\_\_ On Tenure

Date of last classroom visit \_\_\_\_\_

	Level of Performance				
	low				high
	1	2	3	4	5
<b>1. PERSONAL QUALIFICATIONS</b>					
1. Exemplifies Professional Point of view.					
2. Evidences of Social Sensitivity and Responsibility					
3. Has insight into self as a Teacher					
4. Shows Evidences of Mature Behavior & Emotional Stability					
5. Accepts Suggestions and Ideas of Fellow Educators, Specialists and others					
6. Respects the worth of Individuals					
7. Is dependable					
8. Works Harmoniously with members of School Family, including Custodians, etc.					
9. Has physical Stamina					
10. Maintains appropriate grooming, dress, posture					
<b>2. RELATIONSHIPS WITH CHILDREN</b>					
11. Classroom management					
12. Provides natural liveable atmosphere of controlled freedom in the classroom					
13. Develops character values					
14. Creates a learning atmosphere					
15. Provides for individual differences					
<b>3. TEACHING EFFECTIVENESS</b>					
16. Formulates Objectives of teaching					
17. Takes responsibility for planning					
18. Achieves quality of learning experiences					

	1	2	3	4	5
19. Effects growth in oral communication					
20. Effects growth in written expression					
21. Arranges physical environment					
22. Utilizes instructional materials					
23. Evaluates					

IV. Relationship with the community

24. Extends class activities to school community					
25. Encourages parent cooperation					

This Evaluation sheet has been reviewed with me.

\_\_\_\_\_  
Teacher

\_\_\_\_\_  
Principal or Supervisor

GUIDE FOR EVALUATION OF PROFESSIONAL GROWTH FOR TEACHERS

I. PERSONAL QUALIFICATIONS

From 1

Toward 5

1. EXEMPLIFIES PROFESSIONAL POINT OF VIEW

Considers teaching merely a job for making a living (i.e., reluctant to assume duties beyond prescribed classroom performance).

Considers teaching a job with responsibility of service. Willingly assumes a fair share of school "duties" Shows some evidence of professional growth through study, travel, extension classes, summer school

Considers teaching an opportunity for the highest type of service. Takes responsibility for own professional growth. Contributes time and energy to the advancement of education (i.e., participates in student teacher training, carries on job improvement research, interprets and incorporates research findings. Initiates and takes responsibility for individual contribution to the total school program).

2. EVIDENCES SOCIAL SENSITIVITY AND RESPONSIBILITY

Is self-centered and inconsiderate; disregards professional ethics

Is considerate, alert responsible; cooperates with others

Very interested in welfare of others; uses good judgment in assuming responsibility for self and others. Is loyal to the policies and personnel of the schools.

3. HAS INSIGHT INTO SELF AS A TEACHER

Has many weaknesses but fails to recognize them or to work toward self improvement.

Is aware of some strengths and weaknesses and makes conscious efforts to improve. Is somewhat informed on subjects vital to good citizenship.

Is aware of own strengths and weaknesses; is alert to new ideas and strives for self improvement. Keeps well informed on many topics vital to living in today's world.



4. SHOWS EVIDENCE OF MATURE BEHAVIOR AND EMOTIONAL STABILITY  
Is consistently tense negativistic, disinterested, indifferent, shows need to dominate and control others; is unduly submissive; withdraws from social contacts.  
Has fair degree of stability and maturity. Shows growth toward stability and maturity.  
Free from tension, consistently controlled; self-directed; enthusiastic and interested. Is able to deal rationally with personal and professional problems.

5. ACCEPTS SUGGESTIONS AND IDEAS OF FELLOW EDUCATORS AND "SPECIALISTS" AND OTHERS  
Refuses to listen, interrupts, fails to comprehend; or ignores suggestions. Security is threatened by new ideas.  
Growing evidence of ability to incorporate suggestions and ideas of others.  
Solicits suggestions; able to listen, comprehend, interpret and use ideas. Is skillful in collaborating with others in thinking and acting.

6. RESPECTS THE WORTH OF INDIVIDUALS  
Has strong likes, dislikes toward people. Uses sarcasm to put "children" in their place  
Tries not to let personal views interfere with relationships  
Believes in the worth of each individual and in reasoned action as the means of meeting problems and improving living in a social world.

7. IS DEPENDABLE  
Is often late in arriving at school or at meetings and in turning in reports and carrying out assignments. Reports are carelessly done.  
Usually punctual. Reports and assignments fairly well done.  
Is regular in attendance and meets classes and work assignments punctually. Keeps accurate and neat records.

8. WORKS HARMONIOUSLY WITH MEMBERS OF SCHOOL FAMILY, INCLUDING CUSTODIANS, ETC.  
Finds fault with other teachers, custodians, etc.  
Is considerate of other workers.  
Includes all members of the school's family in plans and works cooperatively with them.

9. HAS PHYSICAL STAMINA

Lacks vitality; frequently ill; physical handicap interferes with teaching effectiveness.

Fairly vigorous; good health, not often ill

Is alert, exhibits physical and good mental health

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10. MAINTAINS APPROPRIATE GROOMING, DRESS, POSTURE

Untidy, careless, grooming inappropriately dressed; careless posture

Fairly well dressed; gives attention to appropriate dress and posture

Consistently well-groomed, appropriately dressed, good posture.

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II. RELATIONSHIPS WITH CHILDREN

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11. CLASSROOM MANAGEMENT

Routines handled inefficiently. Confusion usually exists while passing out papers. Difficulty getting pupils in seats and quiet so instruction can be effective

Seeks suggestions and ways to reduce "waste" time. Evidences improvement in accomplishing routines. Begins delegating some of these tasks to pupils

Minimum of time required to make room physically comfortable; pass out papers, and establish environment to begin instruction. Utilizes pupils to accomplish routine tasks. Pupils proved to assume delegated responsibility; confusion is absent.

Page 5

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12. PROVIDES A NATURAL, LIVEABLE ATMOSPHERE OF CONTROLLED FREEDOM IN THE CLASSROOM

Mechanical direction by teacher; seeks rote response from pupils; absence of teacher control; lack of organization; general atmosphere chaotic.

Sympathetic, understanding direction by teacher; concern for each child as well as group as a whole.

Teacher poised, interested, natural; children self-directive and free from tension; comfortable, happy living and learning. Develops a relationship with children that is warm, outgoing and inspiring and yet professional.

13. DEVELOPS CHARACTER VALUES

Little regard for character development; unaware of selfish motives and "every man for himself" behavior

Uses daily opportunities to guide children toward concern for others; encourages willingness to help others in difficulty; encourages honesty and fair play.

Development of superior quality of character (i.e., respect for others, honesty and fair play, willingness to work, appreciation of beauty, feeling of brotherhood).

---

14. CREATES A LEARNING ATMOSPHERE

Shows indiscriminate authoritarian behavior in directing children or gives children complete control without consideration for welfare of group in classroom and whole school.

Develops readiness and achieves a fair quality of student participation in the classroom.

Encourages procedures which reflect respect for the worth and dignity of every individual; guidance toward increased independence in planning, assuming responsibilities and evaluating.

---

15. PROVIDES FOR INDIVIDUAL DIFFERENCES

Expects all children to develop at same rate and expects uniform performance and achievement from all children

Recognizes individual rate of growth; guides experiences so that many children achieve maximally.

Respects individuality in children; provides for maximal growth of every child.

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III. TEACHING EFFECTIVENESS

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16. FORMULATES OBJECTIVES OF TEACHING

Objectives limited to routine skills included in the text or workbook.

Objectives whether immediate or long range stated specifically rather than in vague generalities; experiences of children purposeful.

Realistic objectives recognized as individual behavioral changes including concepts, values, and skills; cooperative development of objectives by teacher and children.

17. TAKES RESPONSIBILITY FOR PLANNING

No pre-planning. Children regimented into teacher-made schedule; lack of pre-planning on part of teacher; plans below OR beyond children's ability.

Flexible daily schedule; teacher plans and organizes for successful learning outcome. Utilizes curriculum guides and manuals Adequately recorded weekly plans. Shows improvement in planning in relation to children's interests and abilities.

Careful pre-planning, which includes long range aspects of planning. Utilizes resource people and administrative help; provides guidance toward individual growth in group planning. Uses daily schedules as an aid in developing a feeling of security and a sense of order.

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18. ACHIEVES QUALITY OF LEARNING EXPERIENCES

Primarily memorization of information and routine mastery of skills. Assignments made with little relationship to real purposes of education.

Some learning experiences organized in a meaningful way around persistent problems of living.

Helps children to realize their own objectives and organize subject matter. Plans systematically the experiences through which their objectives can be achieved.

---

19. EFFECTS GROWTH IN ORAL COMMUNICATION

Uses English slovenly, shows poor organization in oral expression; fails to put ideas across; disregards or is ineffective in helping children grow in oral communication.

Fairly effective in oral communication. Quality of voice is clear and pleasant.

Evidences knowledge of correct English usage; wealth of ideas; organized thinking provides opportunities for creative expression.



20. EFFECTS GROWTH IN WRITTEN EXPRESSION

Written communication disorganized or meaningless in content; incorrect spelling, poor quality of manuscript or cursive writing.

Growing consistency in quality of written expression; growing effectiveness in helping children toward better self-expression through writing.

clear concise written expression of relevant ideas; high quality of usage; capitalization; punctuation, and manuscript of cursive forms; incorporates growth in these areas among children in related purposeful experiences. Rich background experiences and ideas which motivate creative expressions.

---

21. ARRANGES PHYSICAL ENVIRONMENT

Colorless, drab, cluttered room; teacher unaware of physical environment and its importance

Evidence of teacher-child cooperation in care and planning of attractive room

Room reflects interest and experiences of children; colorful, attractive, livable; orderly environment conducive to learning. Arranges efficiently the mechanical details of the classroom (i.e., the care of materials, etc.) Controls physical aspects as far as possible (lights, ventilation, heat, etc.). Reports to proper person those needing attention.

---

22. UTILIZES INSTRUCTIONAL MATERIALS

Textbooks and workbooks predominate; few reference and audio-visual materials used effectively.

Fairly good reference materials and some audio-visual aids used.

Teacher and children bring in many outside materials; effective and discriminative use of such reference and audio-visual aids. Effective use of a wide variety of prepared and original materials (i.e., chalk-board, bulletin boards, felt boards, radio, television, recordings, file literature, reference books, maps, globes, library magazines, periodicals, newspapers, models, specimen exhibits, community resources, people, places, activities.)

23. EVALUATES

Wider understanding of evaluation processes. Failure to relate outcomes to objectives

Evaluation based on tests and teacher judgments, limited to academic performance; standards of achievement narrow; children have limited share in evaluation.

Continuous multiple evaluation based on well understood and defined objectives, is an integral part of the total learning process and includes a wide variety of appraisal techniques by teacher and children; outcome related to objectives.

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IV. RELATIONSHIP WITH THE COMMUNITY

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21. EXTENDS CLASS ACTIVITIES TO SCHOOL COMMUNITY WHERE SUCH INTERACTION IS MUTUALLY BENEFICIAL

Conducts class activities independently of school-wide, system-wide, community-wide groups.

Becomes acquainted with total school program. Assumes responsibility for guiding children through the total school experience.

Sees schools as a cooperative democratic community, cooperates in inter-class, school system, and community-wide activities; utilizes school community resources for profitable learning.

25. ENCOURAGES PARENT COOPERATION

Does own "job" and expects parents to do theirs; OR accepts verbally the need for cooperation but does nothing to further it.

Courteous and helpful to parents; invites their cooperation. Interacts pupil progress through the scheduled teacher-parent conference.

Seeks parent interest and participation in the school to the end that all work cooperatively for maximal development of children; is able to interpret the progress of children to parents with sympathy, understanding and accuracy; keeps parents well-informed as to the work of the school. Considers carefully and takes appropriate criticism.

## APPENDIX B

### TENURE POLICY OF THE TEACHERS OF THE DURAND AREA SCHOOLS

**Definition:** "Tenure is a system through which the best possible teaching staff is secured, developed and retained. It gives security to good teachers and provides an orderly method of dismissal of incompetent teachers."

**Purpose:** We firmly believe that Tenure will provide better instruction for the children of the School District of the Durand Area and will make teaching a more desirable profession because it will enable teachers to match in professional responsibility the privilege of the security it confers.

#### I. Employment under Tenure

Under Tenure, we believe it is of the utmost importance that superior teachers be secured and retained on the staff. Recognizing that it is an administrative function to hire teachers, we also believe that teachers are in an advantageous position to help in evaluating their co-workers. The superintendent's work of issuing tenure contracts to teachers would be much easier if he could rely on the recommendations of his teachers.

#### II. In-service Evaluation and Procedures

In order to have the highest type of efficiency in teaching personnel, it is necessary to have a means of making a newcomer familiar with the tenure policies and the traditions of the Durand Area System. The following plan is the policy for this operation.

At the first faculty meeting of the fall semester, or before, the principal will appoint a tenure coach for each probationer.

##### A. Qualifications and Duties of a Tenure Coach

1. Must be a tenure teacher in the Durand Area Schools.
2. Shall make the newcomer familiar with the traditions and policies of the school system.
  - a. Routine
  - b. Professional organizations.
3. Shall help the new teacher adjust in his relationship with the adult personnel in his building.

4. (a) Shall answer such questions as the probationer may present regarding school routines, procedures and policies.
- ((b) To help in the personal adjustment of the new new teacher to the school-community life, and to offer constructive suggestions to encourage the probationer while at the same time establishing helpful, friendly relations between the two.
- (c) As a helper to consider the worth of the probationer.
  1. Through casual visitations
  2. Through general impressions received in talking with fellow teachers.
- (d) The Coach formulates his impressions, only for the purpose of reporting to the System Tenure Committee, in order to assist that committee in its recommendations relative to the continuing service of the probationer.
- (e) At no time should the Coach assume the position of being a supervisor of the classroom work of the probationer; rather he stands in the position of a friendly counselor and helpful personal advisor.
- (f) Whenever possible, principals should arrange opportunities for the Coach to observe the probationer at work and in turn arrange for the probationer to visit the Coach at work.
- (g) Whenever possible the Coach should be a Tenure Committee member.

#### B. System Tenure Committee

1. This committee shall be composed of the annually-elected D.E.A. president, vice-presidents, secretary, treasurer, the tenure coach, building representative for the teacher in question, the superintendent or assistant superintendent and a member of the Board of Education. Interested building principals may serve in an advisory capacity if deemed desirable at any meeting.
2. Recommendations for granting tenure or withholding of tenure or dismissal of tenure teachers shall be presented to this committee prior to action by the administration, and the committee shall be given reasonable time to meet, review, and present its advisory recommendations.
3. This committee may review pertinent information presented by individuals who may request an audience or who may be invited to appear before the committee.
4. Two copies of recommendations of the committee shall be kept on file by the D.E.A. secretary, and as many copies presented to the superintendent as may be requested.
5. The role of this committee is understood to be purely advisory, and decisions shall in no way affect any grievance procedure an affected teacher may wish to undertake.



(6) Procedures of the committee shall be in confidence.

III. Conclusion: We believe that tenure will be of invaluable assistance---

- (a) To Principals in the evaluation of their teaching staffs, as they will have the support and help of their teachers by asking cooperation in determining whether a probationer possesses the necessary requirements to make a successful teacher in that building.
- (b) To the teachers, upon whose shoulders will fall some responsibility for the welfare of their profession.
- (c) To the superintendent, who will have evaluation from Tenure Committees, and Principals to back his decisions.
- (d) To both Administration and Staff because it could encourage a very fine sense of responsibility, fellowship and helpfulness in working together for the improvement of the system.

APPENDIX C  
School Year Calendar  
1969-70

August 29, 1969	Orientation for new teachers only
September 1, 1969	Labor Day
September 2, 1969	Orientation for all teachers (no school for students)
September 3, 1969	Enrollment for students A.M. - Teachers' meetings P.M.
September 4, 1969	Classes in full session
November 25, 1969	Thanksgiving recess begins at end of day
November 27, 1969	Thanksgiving Day
December 1, 1969	School resumes
December 19, 1969	Christmas vacation begins at end of day
December 25, 1969	Christmas Day
January 1, 1970	New Year's Day
January 5, 1970	School resumes
January 22-23, 1970	Record days (2)
January 26, 1970	Second semester begins
March 25, 1970	Easter recess begins at end of day
March 27, 1970	Good Friday
March 29, 1970	Easter Sunday
April 1, 1970	School resumes
June 9, 1970	Last day of school
June 10, 1970	Commencement
June 10-11, 1970	Record days (2)

87	- instruction days for first semester
93	- instruction days for second semester
<u>180</u>	- Total days of instruction
4	- Record days
1	- Orientation day
<u>185</u>	- Contract days