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6/30/97

**CONTRACTUAL AGREEMENT**

BETWEEN THE

**BOARD OF EDUCATION**

OF THE

**SCHOOL DISTRICT OF THE CITY OF ADRIAN**

AND

**ADRIAN EDUCATION ASSOCIATION**

**MEA-AFFILIATES OF NEA**

**JULY 1, 1994 TO JUNE 30, 1997**

*Adrian Public Schools*

Michigan State University  
LABOR AND INDUSTRIAL  
RELATIONS LIBRARY

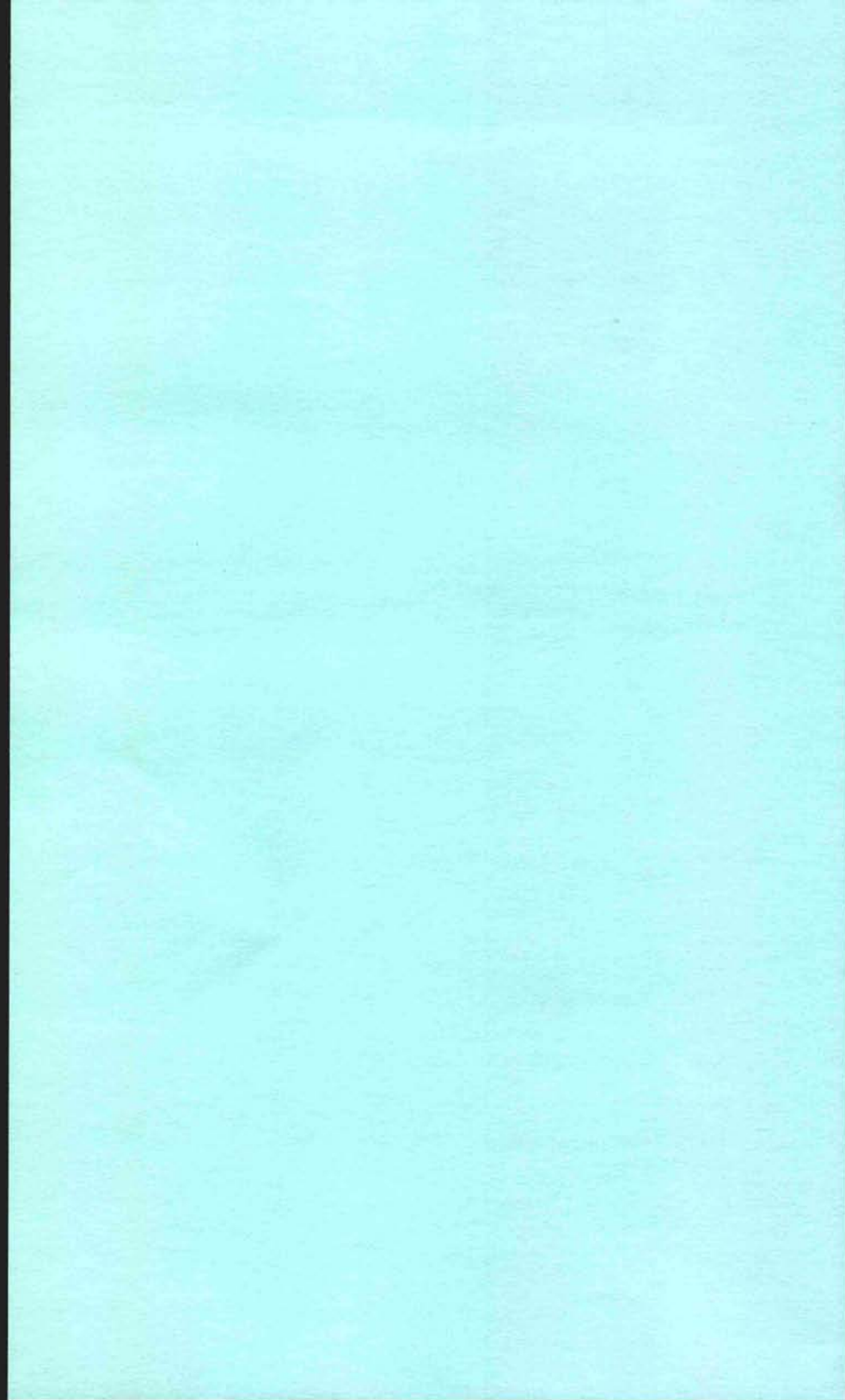


TABLE OF CONTENTS

	<u>PAGE</u>
ARTICLE I	RECOGNITION . . . . . 1
ARTICLE II	ASSOCIATION AND TEACHER RIGHTS . . . . . 1-3
ARTICLE III	BOARD OF EDUCATION RIGHTS . . . . . 3
ARTICLE IV	PROFESSIONAL DUES OR FEES AND . . . . . 3-6 PAYROLL DEDUCTIONS
ARTICLE V	TEACHERS' HOURS, ASSIGNMENT AND . . . . . 6-14 EMPLOYMENT CONDITIONS
ARTICLE VI	PROFESSIONAL QUALIFICATIONS AND . . . . . 14-15 ASSIGNMENTS
ARTICLE VII	LEAVES OF ABSENCE . . . . . 15-21
ARTICLE VIII	VACANCIES AND TRANSFERS . . . . . 22-24
ARTICLE IX	PROFESSIONAL AND ASSOCIATION LEAVE. . . . . 24
ARTICLE X	MENTOR TEACHER . . . . . 24-25
ARTICLE XI	FORMATIVE PROCESS PROGRAM . . . . . 25-26
ARTICLE XII	TEACHER PERFORMANCE EVALUATION. . . . . 26-32
ARTICLE XIII	PROFESSIONAL BEHAVIOR . . . . . 32-33
ARTICLE XIV	REDUCTIONS IN PERSONNEL AND ANNEXATION, . 33-35 CONSOLIDATION, OR OTHER REORGANIZATION OF THE DISTRICT
ARTICLE XV	FRINGE BENEFITS . . . . . 35-39
ARTICLE XVI	SALARY AND EXTRA-DUTY COMPENSATION . . . . 40-48
ARTICLE XVII	STUDENT DISCIPLINE AND TEACHER . . . . . 48-50 PROTECTION
ARTICLE XVIII	NEGOTIATION PROCEDURES . . . . . 50-51
ARTICLE XIX	INSERVICE PROFESSIONAL EDUCATION . . . . . 51-52
ARTICLE XX	K-12 CURRICULUM ORGANIZATION . . . . . 52-54
ARTICLE XXI	ACADEMIC FREEDOM . . . . . 54
ARTICLE XXII	MISCELLANEOUS PROVISIONS . . . . . 54-56

ARTICLE XXIII	GRIEVANCE PROCEDURE . . . . .	56-60
ARTICLE XXIV	CALENDAR . . . . .	60-61
ARTICLE XXV	DURATION OF AGREEMENT . . . . .	62
APPENDIX A	CALENDAR	
APPENDIX B	COACHES PERFORMANCE APPRAISAL	
APPENDIX C	EFFECTIVE CRITERIA FOR LIBRARIANS	
APPENDIX D	LIBRARIAN PERFORMANCE REVIEW	
APPENDIX E	EFFECTIVE TEACHING CRITERIA	
APPENDIX F	TEACHER PERFORMANCE REVIEW (FORMS)	
APPENDIX G	EVALUATION CRITERIA FOR COORDINATORS	
APPENDIX H	EFFECTIVE COUNSELING CRITERIA	
APPENDIX I	TEADCO	
APPENDIX J	HIGH SCHOOL DAY	
APPENDIX K	ALTERNATIVE EDUCATION	

## ARTICLE I

### RECOGNITION

The Board hereby recognizes the Association as the sole and exclusive bargaining representative for all certificated or professional personnel whether under contract or on leave, employed by the Board as probationary or tenure teachers. Should the Board authorize and enter into a public school academy, it shall be in accordance with the amended Act 451 of the Public Act of 1976 - part 6A - Public School Academies, which assures that employees of the Public School Academy will be covered by the collective bargaining agreement that applies to other Association members. Such representation shall cover all personnel assigned to newly created professional positions unless the parties agree in advance that such positions are principally supervisory and administrative. Such representation shall exclude the superintendent, assistant superintendent, directors of school and community programs, principals, assistant principals, business manager, deans, and any person engaged fifty percent of the time in the direct administration and supervision of programs controlled by the Board of Education. Substitute teachers, instructional assistants, teacher aides, replacement teachers for leave of absences of less than one year shall also be excluded. The term "teacher" when used hereinafter in the Agreement shall refer to all professional employees represented by the Association in the bargaining or negotiating unit as above defined.

The Board agrees not to negotiate with or recognize any teachers' organization other than the Association for the duration of this Agreement. The Board further agrees not to negotiate with individuals, if the ensuing result would alter any provision of this Agreement.

## ARTICLE II

### ASSOCIATION AND TEACHER RIGHTS

- I. Pursuant to the Michigan Public Employment Relations Act, the Board hereby agrees that every employee of the Board shall have the right to freely organize, join or support a negotiating unit for the purpose of engaging in collective bargaining or negotiation and other concerted activities for mutual aid and protection. As a duly elected body exercising governmental power under the law of the State of Michigan, the Board undertakes and agrees that it will not directly or indirectly discourage or encourage or deprive or coerce any teacher in the enjoyment of any rights conferred by the Act (MPERA) or other laws of Michigan or the Constitution of Michigan and the United States that directly relate to his/her duties as a teacher; that it will not discriminate against any teacher with respect to hours, wages, or terms or conditions of employment or by reason of the teacher's membership in the Association, the teacher's participation in any activities of

the Association or collective professional negotiations with the Board, or the teacher's institution of any grievance, complaint or proceeding under this Agreement as defined by law.

- II. Nothing contained herein shall be construed to deny or restrict to any teacher rights the teacher may have under the Michigan General School Laws or other applicable laws and regulations. The rights granted to teachers hereunder shall conform with the law and will be deemed to be in addition to those provided elsewhere in this document.
- III. Duly authorized representatives of the Association shall be permitted to transact official Association business on school property at all times, provided that this business shall not interfere with or interrupt normal school or scheduled operations.

The Uniserve Director of the Lenawee County District of M.E.A. shall be permitted to transact official Association business on school property at all times, provided that the appropriate area administrator is informed and that this business shall not interfere with or interrupt normal school or scheduled operations.

- IV. The Association shall have the right to use school equipment, including typewriters, mimeographing machines, other duplicating equipment, calculating machines and audio-visual equipment at times when such equipment is not in scheduled use. The Association shall arrange with the appropriate representatives of the Board of Education to schedule the use of this equipment and pay the cost of all materials, supplies and replacements incident to such use. In each building the Association will have a bulletin board for exclusive use to post notices or activities and matters of Association concern.

Use of the mail services and teacher mail boxes in each building by the Association for communicating with teachers will be allowed at all times.

- V. The Board agrees to furnish the Association, in response to written requests, all available public information concerning the financial resources of the district and other generally available information, including but not limited to: annual financial reports and audits, register of certificated personnel, treasurer's reports, census and membership data, names and addresses of all teachers, salaries paid thereto and educational background, and other public information in the Board's possession as will assist the Association in recommending intelligent, accurate, informed and constructive programs on behalf of the teachers and their students. The Association President shall receive copies of the agenda and minutes of the public Board meeting.
- VI. The Board and/or its representatives will advise the Association of any major, new or modified, fiscal budgetary or

tax programs and construction programs. Curriculum or major revisions of educational policy which are proposed or under consideration shall be discussed by the Associate Superintendent for Instruction with the appropriate curriculum coordinators prior to implementation. The Association will meet with the Board and/or its representatives to discuss and have input prior to any millage decisions.

- VII. The provisions of the Agreement shall be mutually applied without regard to race, creed, religion, color, national origin, age, gender or marital status.

#### ARTICLE III

##### BOARD OF EDUCATION RIGHTS

There is reserved exclusively to the Board all responsibilities, powers, rights, and authority invested in it by the laws and Constitution of Michigan and The United States or which have been heretofore properly exercised by it excepting where expressly and in specific terms limited by the provisions of this Agreement.

#### ARTICLE IV

##### PROFESSIONAL DUES OR FEES AND PAYROLL DEDUCTIONS

- I. Any bargaining unit member who is not a member of the Association in good standing or who does not make application for membership within thirty (30) days from the first day of active employment shall, as a condition of employment, pay a Representation Benefit Fee to the Association, pursuant to the Association's "Policy Regarding Objections to Political-Ideological Expenditures" and Administrative Procedures adopted pursuant to that policy. The Representation Benefit Fee shall not exceed the amount of the Association dues collected from Association members. The bargaining unit member may pay such fee directly to the Association or authorize payment through payroll deduction, as herein provided. In the event that the bargaining unit member shall not pay such Representation Benefit Fee directly to the Association, or authorize payment through payroll deduction, the employer shall upon completion of the procedures contained in paragraph III and pursuant to MCLA 408.477; MSA 17.277(7) and at the request of the Association deduct the Representation Benefit Fee from the bargaining unit member's wages and remit same to the Association.

In the event there is a change in the status of the law, so that mandatory deduction from wages pursuant to the paragraph above is prohibited, the employer, at the request of the Association, shall terminate employment of a bargaining unit member that refuses to authorize the deduction of the representation benefit fee. The termination of employment shall not occur until the procedures set forth in paragraphs

II and III have been fully met. The parties expressly agree that failure of any bargaining unit member to comply with the provisions of this Article is just cause for discharge from employment.

- II. The Association has established a "Policy Regarding Objections to Political-Ideological Expenditures." That Policy and the administrative procedures (including the timetable for payment) pursuant thereto, applies only to non-association bargaining unit members. The remedies set forth in such policy shall be exclusive, and unless and until such procedures, including any administrative or judicial review thereof, shall have been availed of and exhausted, no dispute, claim or complaint by an objecting bargaining unit member concerning the application and interpretation of this Article shall be subject to the grievance procedure set forth in this Agreement, or to any other administrative or judicial procedure.

The Association assumes all responsibility for furnishing non-union bargaining unit members a copy of the policy, time tables for payment and administrative procedures to the non-association bargaining unit member and will hold the Board of Education harmless for its failure to do so.

- III. The Association in all cases of mandatory fee deduction pursuant to MCLA 408.477; MSA 17.277(7) shall notify the teacher of non-compliance and shall provide ten (10) days for compliance, and shall further advise the recipient that a request for wage deduction may be filed with the Board in the event compliance is not effected. If the teacher fails to remit the service fee or authorized deduction for same, the Association may request the Board to make the deduction. The Board upon receipt of the request for an involuntary deduction shall provide the teacher with an opportunity for a due process hearing limited to the question of whether or not the teacher has remitted the service fee to the Association or authorized payroll deduction for same.

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

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



teachers the professional dues of the Association or a non-member's service fee when authorized in writing by each teacher desirous of having such dues or fees deducted.

For those teachers on payroll deductions, the monies for dues or service fees shall be deducted from each paycheck for nine (9) consecutive months beginning the first paycheck in October. The service fees shall be an amount equal to the professional dues of the Association. Any member desiring to contribute to the Political Action Committee (PAC) shall notify the Payroll Office by October 1 as to his/her intentions.

- VI. Authorizations for deductions must be on file with the Assistant Superintendent for Personnel and Labor Relations on or before the fourth Friday of September.
- VII. The Association shall, on or before the fourth Friday of September of the school year, give written notification to the Assistant Superintendent for Personnel and Labor Relations of the amount of its total individual dues and the amount of the non-member's service fees which are to be deducted in that school year. The amount of the deductions shall not be subject to change during the entire school year.
- VIII. For the purpose of this Article, the term "School Year" shall include the period beginning with the first teacher working day of school in the fall to the last teacher working day of school in the spring.
- IX. Dues deductions and an alphabetized list of teachers by building from who deductions were made shall be transmitted by the Business Office to the A.E.A. Treasurer within ten (10) days after such deductions are made. The A.E.A. shall be responsible for disbursements of the dues paid.
- X. All refunds claimed for deductions under such dues authorizations shall lie solely with the Association. The Association agrees to reimburse any teacher for the amount of any deduction made by the Board and paid to the Association, which deduction is by error in excess of the proper deduction.
- XI. Any dispute between the A.E.A. and the Board which may arise as to whether or not an employee properly executed or properly revoked an authorization slip pursuant to this Article shall be reviewed with the employee by a representative of the Board until the matter is resolved, no further deduction shall be made. The Board assumes no liability for the authenticity, execution or revocation of the authorization form.
- XII. The Association assumes full responsibility for the validity and legality of such employees' deductions as are made by the Board pursuant to this Article and further agrees to indemnify and save the Board harmless by virtue of such collections and payments to the Association.

The Association shall indemnify and save the Board and each individual Board member harmless against any and all claims, demands, suits or other forms of liability that shall arise out of, or by reason of, action taken by the Board in complying with this Article, or in reliance upon claims by the Association that an employee must be discharged because he/she is not a member of the Association in good standing, subject to the following conditions:

- A. The damages have not resulted from the willful negligence, misfeasance or malfeasance of the Board or its designates.
- B. The Association, after consultation with the Board, has the right to decide whether to defend any said action.
- C. The Association has the right to choose the legal counsel to defend any said suit or action.
- D. The Association shall have the right to compromise or settle any claim made against the Board under this section so long as the compromise or settlement does not compromise any portion of this Agreement.

#### ARTICLE V

##### TEACHERS' HOURS, ASSIGNMENT AND EMPLOYMENT CONDITIONS

###### I. Secondary Grades (Middle School/High School [6-12])

- A. If a teacher be contracted to teach more than the normal teaching assignment as set forth in this Article, the teacher shall receive additional compensation at one and one-half (1-1/2) times his/her period rate for each additional teaching period.
- B. If a teacher has less than the normal teaching assignment, said teacher shall, if asked, substitute in his/her building a period of time equal to the deficiency in his/her assignment.
- C. It is agreed that each teacher shall have a thirty (30) minute duty-free lunch period. In the event it is necessary to assign a teacher to lunchroom supervision, the principal shall arrange said teacher's schedule so as to provide for some other mid-day duty-free period. Lunchroom and/or study hall supervision shall be considered as a teaching period in the total assignment of a teacher.

###### II. High School (9-12)

- A. All members of the High School teaching staff shall have an assigned work week of thirty-four (34) hours and forty-five (45) minutes, which will be assigned for the

duration of this contract as follows:

1. Class assignments and conference period, including passing of classes, not to exceed five (5) hours fifty-five (55) minutes daily. Within this block of time there shall be five (5) class assignments and one (1) preparation period of not less than fifty (50) minutes or more than fifty-five (55) minutes daily.
  2. Homeroom and passing interval not to exceed thirty (30) minutes daily.
  3. Pre and post school supervision, thirty-five (35) minutes.
  4. Total assignment of six (6) hours and forty (40) minutes per day.
- B. There will be no more than fourteen (14) faculty meetings per year and not more than one (1) per week of one (1) hour duration. One afternoon and two evenings for parent-teacher conferences may be established with the recommendation-support of the building principal and a majority of the teachers of the high school pending final approval of the Associate Superintendent of Instruction. Staff will be allowed released time equivalent to one evening. Only those teachers voluntarily making awards shall be required to attend honors night and they shall be permitted to leave as soon as they have presented their award.
- C. There will be one (1) student-parent orientation night at which department chairpersons will attend.
- D. When teachers are used for lunchroom supervision, there will be no less than two (2) teachers assigned to the cafeteria proper.

III. Middle School (6-8)

- A. The Board and the Association agree that each Middle School teacher is a professional who will devote whatever amount of time is necessary to fulfill the teacher's duties and to properly execute the teacher's function. Both parties acknowledge that the professional obligation of the classroom teacher requires an expenditure of time beyond that required for direct classroom instruction of students .. that additional time is required for planning, preparing tests, maintaining records, correcting papers, improving curriculum, previewing instructional materials, parental conferences, post-school team planning, etc. They further agree that the major portion of this work is to be accomplished during a teacher workday of reasonable duration and that any remaining obligations are to be scheduled for accomplishment at the discretion of the teacher.

B. The intent of the provisions of this section is to provide suitable guidelines for teacher service while providing for flexibility, experimentation, individual initiative, and program improvement. Accordingly, the Middle School workday/week shall be organized for the duration of this Agreement as follows:

1. Each Middle School teacher shall teach a maximum of twenty-five (25) clock hours per week.
2. There shall be a period of sixty (60) minutes devoted to planning and pre and post school supervision. The planning period shall be a minimum of forty-five (45) consecutive minutes daily. The remaining minutes shall be devoted to general student supervision as scheduled by the building principal.

C. Both parties agree that some time will have to be spent at meeting and planning sessions. The following guidelines will be observed:

1. The principal of the Middle School may, at his/her discretion, call one (1) general staff meeting per month at which meeting teacher attendance shall be required.
2. Except in an emergency situation, all other meetings, including curriculum, inservice, and other professionally oriented topics, must be announced at least three (3) days in advance, and attendance will be at the discretion of the teachers, keeping in mind their professional obligations to the proper augmentation of the program.

D. Each regularly scheduled lunchroom period shall be supervised by at least two (2) teachers and at least two (2) lay persons, or one (1) supervisor per one hundred (100) students or any major part thereof.

E. Sixth grade teachers will be required to attend one (1) student-parent orientation night.

#### IV. Elementary School (K-5)

A. The Board and the Association agree that each Elementary teacher is a professional who will devote whatever amount of time is necessary to fulfill the teacher's duties and to properly execute the teacher's function. Both parties acknowledge that the professional obligations of the classroom teacher require an expenditure of time beyond that required for direct classroom instruction of learners .. that additional time is required for planning, preparing tests, maintaining records, correcting papers, improving curriculum, previewing instructional materials, parental conferences, etc. They further agree that the

major portion of this work is to be accomplished during a teacher workday of reasonable duration and that any remaining obligations are to be scheduled for accomplishment at the discretion of the teacher.

- B. The intent of the provisions of this section is to provide suitable guidelines for teacher service while providing for flexibility, experimentation, individual initiative, and program improvement. The elementary school day shall be a site based decision within the parameters and resources of each site. Clock hours must comply with P.A. 335, Sec. 1284. Elementary schedules should be submitted to the Associate Superintendent by May 1 of the preceding school year for compliance review. Accordingly, the Elementary workday/week shall be organized for the duration of this Agreement as follows:
1. Each teacher will provide direct classroom instruction for five (5) hours unless reduced to allow for earlier dismissal of K-2 students.
  2. Elementary teachers shall be responsible for a period of pupil contact supervision, not to exceed forty (40) minutes daily, at which time they are directly responsible for supervision of pupils within their classroom or in other areas of the building. The duration and allotment of the time period before and after school shall be determined by the staff and the principal of each elementary school. Teachers shall have a forty-five (45) minute duty free lunch period.
  3. There will be a consecutive thirty (30) minute planning period for all teachers not having recess periods. Teachers with recess periods will meet with their building principal to arrange a supervisory schedule of recess whereby part of the K-2 staff will be released through a scheduled plan to provide for additional planning time. Elementary teachers (3-5) will be allowed to take a recess period of a minimum of fifteen (15) minutes with their students on any day with the approval of the building principal. If an Agreement cannot be reached between the teacher and Principal on the weekly allocation of recess time, the teacher may appeal to the Associate Superintendent for Instruction.
  4. No teacher shall be required to attend more than three (3) P.T.A. or P.T.O. meetings per year.
  5. It is recognized by the parties that attendance and meaningful participation of teachers in professional meetings devoted to staff work, curriculum, inservice, etc., are essential to the fulfillment of professional responsibilities. However, teacher attendance at such meetings shall not be required.

6. Teacher attendance when a class is instructed by special teachers in gym, music, art, and library is not required.

V. Miscellaneous Provisions

- A. Any teacher who accepts a class as a substitute teacher which requires the forfeit of the teacher's preparation period shall be compensated at an hourly rate of twenty dollars (\$20.00) or not less than ten dollars (\$10.00) for 1988-1991. Teachers shall have the option to accrue time substituting for eventual compensatory time to be scheduled at a later day through the building principal, but not to be taken before or after scheduled break times. Compensatory time must be taken within one year of the date the teacher accrued their compensatory time (one day intervals).
- B. No student teacher shall be assigned to a cooperating teacher without the consent of the cooperating teacher.
- C. Each elementary school building with ten (10) or more teachers shall have a full-time secretary; less than ten (10), a half-time secretary.
- D. The high school counselor, like any staff member, is expected to be in his/her office ten (10) minutes before the first hour begins and twenty-five (25) minutes after the last hour of the day. The high school counselor should be available to students throughout the day and if, for any reason, it is essential to be in some other area, the counseling secretary should be notified. High school counselors would have a thirty (30) minute lunch period, but would not have a consultation period. Rather, they would arrange their meetings and their rest breaks as conveniently as possible in order to best meet their obligations to students.

The middle school counselor's day shall be such that they will be able to complete pre and post school responsibilities with a thirty (30) minute lunch period.

- E. All teachers are required to attend inservice days, record days, parent-teacher conferences, faculty meetings, and their open house.
- F. Both parties recognize that optimum school facilities for both student and teacher are desirable to insure the high quality of education that is the goal of both the Association and the Board. It is also acknowledged that the primary duty and responsibility of the teacher is to facilitate student learning and that the organization of the school and the school day should be directed toward insuring that the energy of the teacher is primarily utilized to this end. Because the pupil-teacher ratio is an important aspect of an effective educational program,

the parties agree that class size will be lowered wherever possible to meet the following optimum standards:

1. Elementary

Pre-Kindergarten - optimum 20, maximum 22 with formula. In grades K-2 the optimum class size will be 26 with a maximum of 28. Extra compensation will be paid for the 27th and 28th pupil. Grades 3-5 will have an optimum of 28 with a maximum of 30. Extra compensation will be paid for the 29th and 30th pupil. Extra compensation will be based upon the following formula:\*

$$\frac{\text{K-2 Salary}}{180 \times 26} = \text{pay per day, per extra pupil}$$

$$\frac{\text{3-5 Salary}}{180 \times 28} = \text{pay per day, per extra pupil}$$

\*Based upon class size as of Fourth Friday count and retroactive to first day of class.

2. <u>Middle School</u>	<u>Optimum</u>	<u>Maximum</u>
English	20	30
Social Science	25	30
Mathematics	25	30
Science	25	30
Art	20	30
Home Crafts	20	30
Music*	30	40
Physical Education	30	40
Pool	20	40
Computer Literacy	25	30
Homemaking	20	30
Industrial Arts	20	22
Basic or Remedial Classes in any Area	18	25

3. High School Optimum Maximum

English	20	30
Social Science	25	34
Mathematics	25	34
Science	25	34
Foreign Language	25	30
Business	25	34
Typing	25	32
Industrial Arts	15	22
Drafting	25	32
Homemaking	20	30
Music*	30	40
Art	20	32
Physical Education	30	40
Pool	20	40

Hygiene	18	45
Basic or Remedial Classes in any Area	18	25

#### 4. Special Education

Special classes for Handicapped or Educable Mentally Impaired or Learning Disabled or Emotionally Impaired class size, total case load, maximum number of students in the classroom, teacher consultant maximums may not exceed the limits specified in the current State Department of Education Special Education Regulations. An IEPC meeting, required by State law, may be scheduled, on a voluntary basis, before/after school with an accompanying reimbursement stipend of \$10.00 per IEPC meeting for each faculty member attending in its entirety. (Still get paid whether it starts at 2:30, 2:45 etc. as per coaches).

- G. Maximum class enrollments may not be possible in some teaching assignments. Where this exists, the maximum enrollment will be limited to the number of student teaching stations in a given room. In classes where performing groups are developed (\*e.g. Music). the maximum will be governed by the number of participants necessary to establish an optimum performing group.
- H. It is recognized circumstances may exist that make a given class maximum untenable. In this situation, it will be the responsibility of the administration to provide the Association with written documentation explaining the reasons behind such an assignment of students. Before any such arrangement may be instituted, the Association's executive officers must approve any such amendments to this section. If the Association's approval is not given, the limits contained within this section shall govern all class loads.
- I. The Board and the Association mutually recognize the importance of adequate teaching reference material in maintaining a high level of professional performance. In furtherance of that recognition, the Board shall continue to provide a teacher reference library for all schools in the district and include therein materials which are requested by the teachers and administrators of each school. Elementary professional libraries will be supplemented by this system's curriculum resource center.
- J. The Board agrees to make available in each school an adequate number of copying/duplicating machines for teacher use. Placement of these machines will be such that they are easily accessible to all teachers. This will be in addition to the stencil and mimeograph facilities that are already available to aid teachers in the preparation of instructional material.



- K. The Board shall provide:
1. A separate desk for each teacher in the district with lockable drawer space.
  2. Suitable closet space for each teacher to store coats, overshoes, and personal articles.
  3. Adequate chalkboard space in every classroom.
  4. Copies, exclusively for each teacher's use of all texts used in each of the courses the teacher is to teach.
  5. A college level dictionary will be placed in each classroom where requested by a teacher or the building principal.
  6. Adequate storage space in each classroom for instructional materials.
  7. Each teacher shall be provided with attendance books, paper, pencils, pens, chalk, erasers, and other such material required in daily teaching responsibility.
- L. Under no condition shall a teacher be required to drive a mini school bus as part of his/her regular assignment, but he/she may do so under mutual agreement for the institution of specialized programs.
- M. The Board shall make available, exclusively for staff use in each school, restrooms, lavatory facilities, and at least one (1) lounge. A lunchroom at the High School and Middle School level for staff use only will be provided. Provisions for such facilities shall be made in all future buildings.
- N. Telephone facilities with an outside line limited to local calls shall be made available to teachers for their professional use.
- O. Adequate parking facilities shall be provided, properly maintained, and identified for staff use. Building administrative assistance shall be given to prevent vandalism and/or the determination of the cause of damage or vandalism to vehicles parked in the staff parking lot or designated area.
- P. The number of days of accumulated sick days a teacher has shall be shown on the teacher's paycheck each month.
- Q. On the day preceding a vacation, the teachers shall be dismissed ten (10) minutes after the pupils.
- R. With the exception of executive order budget reductions/ freezes, the process for elementary teachers supply

allocations will be based on the following:

1. 30% of the allocated budget will be reserved for teaching supplies divided by the number of regular F.T.E. classroom, art, music and physical education teachers. -OR-
  2. A shared decision making process will be utilized at each site by regular F.T.E. classroom teachers and building principals for the budgeted allocation of teaching supplies.
- S. Teachers shall not be required to work under unsafe or hazardous conditions or to perform tasks which endanger their health, safety or well-being. Secondary teachers assigned to home economics, art, science, or industrial education classes shall, upon request, be furnished at no cost to the employee, a protective coverall, apron or lab coat, and safety glasses. The teacher handbook will include references to safety laws and regulations and will include the names of contact persons for those laws/regulations. The Board will provide inoculations for bloodborne pathogens at no cost to the employee. If employee clothing is bloodied, the Board will clean them or provide new if they cannot be cleaned.
- T. Good Judgement with regard to appropriate professional attire and language will be demonstrated as a part of being an effective educator.

#### ARTICLE VI

##### PROFESSIONAL QUALIFICATIONS AND ASSIGNMENTS

- I. Teachers shall be assigned to teach within the scope of their teaching certificates and their major or minor field of study.
- II. It is agreed that all tentative teaching assignments for the following year (including lunchroom or study hall supervision) and extra-curricular assignments will be announced no later than the end of the second week in May. On or before June 1, the Board shall furnish each teacher with a contract (including tentative assignment), if a complete master contract for the following school year is in force, or a letter of intent (including tentative assignment) if there is no master contract for the following year. These letters or contracts shall be signed and returned by the last regular day for students to the building principal by the teacher, indicating the teacher's intended status for the ensuing school year. A teacher who fails to submit a signed contract or letter by the last regular day for students will be contacted within five (5) days and shall return the contract or letter of intent within five (5) days of receipt.

Teachers who will be affected by a change in teaching

assignment between the last regular workday and June 30 will be notified and consulted by the appropriate administrator as soon as possible. If a teacher has a change in assignment after June 30 and elects to resign, the Board agrees to pay the teacher one-half (1/2) the teacher's annual salary providing the teacher notified the Board within ten (10) days after notification of the change in assignment and the Board agrees not to enforce the provisions of the Michigan Teachers' Tenure Act. However, it is specifically agreed that assignments may be changed for the second semester as a result of reductions in student enrollments and the resulting rescheduling.

Any and all assignments, including extra-curricular, which are an addition to the normal teaching schedule during the regular school year, shall be non-tenured positions and are yearly appointments. These assignments shall be with the consent of the teacher and preference will be given to tenure teachers in the district in the areas of driver education, adult education, and summer school, provided they are fully qualified and certified for the position. If no bargaining unit members are qualified for the job, the manner in which the position will be filled is at the sole discretion of the Board.

- III. Any teacher who is appointed to an administrative position and shall later return to a teacher status shall be entitled to retain such rights as he/she may have had under this Agreement prior to such appointment.
- IV. In classrooms or schools where a substantial percentage of the student population is derived from home situations where English is not the primary language, or is an incidental language, the Board shall give special attention to hiring qualified teachers who are bilingual and trained to assist the students in English as well as the primary language spoken by said students.
- V. The Board and the Association recognizes the desirability of multi-ethnic representation on the teaching faculty.

#### ARTICLE VII

##### LEAVES OF ABSENCE

- I. Leaves With Pay
  - A. At the beginning of each school year, tenure teachers will be granted ten (10) days per school year, and non-tenure teachers will be granted five (5) days per semester with wages paid for time off for cases of personal illness or disability and/or emergency medical procedures, and injury or illness to members of their immediate families with no statement required. Immediate family for purposes of this section shall be defined as a spouse, son or daughter, grandparents, mother or father, or anyone with whom the

employee has or had a guardian, In-Law or foster-parent relationship. Unused time shall be allowed to accumulate to a maximum of two hundred five (205) days. Teachers hired after July 1, 1989, shall be allowed to accumulate unused time to a maximum of one hundred (100) days.

- B. The parties agree to establish a sick leave bank which will be administered by the Association. Teachers shall contribute one day of their sick leave allowance to this bank; thereafter the contribution of additional days shall be determined by the Association and only when the total number of days in the bank is twenty (20) days or less. In no case shall the total number of days contributed to the bank in a given contract year exceed twice the membership. A teacher who has exhausted his/her accumulated sick leave and is unable to return to work, due to his/her personal illness, injury, or disability may make a written request to the Association for days from the sick leave bank. This written request will be reviewed for approval by the Association's sick leave bank committee. In no event will a teacher be allowed to draw days from the sick leave bank after he/she has qualified for long term disability.
- C. Any teacher that can anticipate a prolonged disability (Such as scheduled surgery, other confinement to home or hospital, including maternity) shall notify the building principal in writing at least thirty (30) calendar days in advance as to the projected period of confinement. The notification shall contain the projected dates of confinement and be accompanied by written medical verification. It is understood that use of sick leave shall be only for the duration of the actual incapacity.
- D. The Board agrees to provide without cost to each tenure teacher an insured income continuation plan for disability extending beyond the teacher's accumulated sick leave. The plan shall guarantee continuation of 66 2/3% of the teacher's income from salary and supplemental incomes averaged monthly, including benefits received from primary and family social security, workers' compensation (excluding any redemption order), or any other employer-sponsored plan, including disability benefits received under the M.P.S.E.R.S. insurance. Benefits begin after ninety (90) calendar days or depletion of accumulated sick leave, whichever is greater. Benefits will continue to age seventy (70) for illness or accident. The income continuation plan and insurance carrier are as set forth in the insurance policy mutually agreed upon.
- E. The Board will provide continued medical insurance payments for tenure teachers on an income contribution plan (L.T.D.) of eighteen (18) months. Such coverage to commence with the next medical insurance premium due after the teacher is placed on the L.T.D. plan. The Board reserves the right to self-fund this provision or to

subcontract it to an insurance provider of its choice.

- F. Where a teacher's illness extends beyond eight (8) continuous school days, the Board may require an examination by a physician of its choice, but such examination shall be at the Board's expense, and said teacher shall receive a copy of any report furnished to the Board by said physician. The attending physician will not render any psychiatric evaluation nor will his report of findings of said examination become part of said teacher's permanent personnel file. However, under no circumstances shall this section be construed as preventing the Board of Education from seeking psychiatric evaluation under the Michigan Tenure Act relating to discharge of a teacher.
- G. Absence due to injury or illness incurred in the course of the teacher's employment may or may not be charged against the teacher's sick leave days. Teachers injured while working for the Adrian Public Schools, and thus becoming eligible for workers' compensation benefits, will have the following choices:
1. Accumulated leave days will, on an optional basis, be available to the injured teacher during the period the teacher is unable to work as a result of an accident.
  2. If the teacher elects to use his/her sick leave, the teacher's workers' compensation benefits will be supplemented by school funds to give the teacher the equivalent of his/her regular daily rate of pay. The proportion of the teacher's daily rate used to supplement the workers' compensation benefit will be charged against the teacher's sick leave, rounded to the nearest one-half (1/2) day. A teacher shall advise his/her building administrator as soon as possible to this intention of taking said leave and the teacher's choice on the use of his/her sick leave.
  3. If the teacher is receiving workers' compensation benefits due to an illness/injury, he/she shall accrue seniority during his/her period of incapacity.
- H. Routine health examinations, dental appointments, or surgical procedures which might appropriately be scheduled when school is not in session shall not be covered under this leave policy.
- I. Attendance at funerals during the school day of non-family members not employed by the school district shall be limited to one (1) day not chargeable to sick leave. Attendance at funerals of school employees during the school day will be by representative group of three (3) or twenty-five percent (25%), whichever is larger, of the teachers in the building where the deceased was employed. The Association Representative and the principal in the

building involved will select the representative group.

Up to five (5) days for arranging and attending funerals in the immediate family shall not be charged to sick leave. Immediate family means anyone whose death has real meaning to the teacher.

- J. Personal emergency and business leaves shall be limited to two (2) days per school year. These two (2) days shall be in addition to sick leave and not chargeable to sick leave.
1. Such leave shall be used only in situations of emergency or for the purpose of conducting personal business which is impossible to transact on the weekends, after school hours, or during vacation periods.
  2. Teachers wishing to take these days under emergency conditions shall contact the electronic secretary stating they will be absent from school. Upon return to the job, the teacher shall complete an absentee card stating reason(s) for such absence. Personal business days are to be arranged with the building principal a minimum of three (3) days in advance of said absence. An explanation of the nature of the teacher's business or emergency shall be optional with the teacher.
  3. Such personal business leave shall not be used for seeking other employment, working for purposes of earning money, for hunting, for fishing, or other recreational activities. It is further understood such personal business leave shall not be granted for the first or last day of the school year nor on the first working day preceding or following a vacation period or holiday, but if a teacher must use a personal emergency day immediately before or after a vacation period or holiday, the teacher shall explain the nature of the emergency to the Assistant Superintendent for Personnel and Labor Relations. Personal business days, other than for an emergency purpose, shall not be taken on parent-teacher conference days or nights.
  4. Teachers shall be allowed to accumulate unused personal emergency and business days in the teacher's sick bank. In the event a teacher needs additional personal emergency and business days beyond the two per year, he/she shall make a request to the Asst. Superintendent for Personnel for use of the personal emergency and business days accumulated. Upon retirement both unused sick leave days and personal emergency and business days shall be included for termination pay.

- K. The following leaves shall be granted with pay and not charged against the teacher's accumulated leave:
1. When a teacher is called for jury duty during school hours, the teacher shall be paid his/her full salary for such time, with the understanding that the teacher provides the required planning. In the event a teacher on jury duty is not able to provide required planning, salary for this period shall be based on the regular daily rate less jury compensation.
  2. Time necessary to take the military service physical examination.
  3. All other absences which are in the course of school business which have been approved in writing by the administration.
- L. If schools are open on an inclement weather day and the roads are hazardous, then the teacher may use a sick day when reporting their absence for the day.
- M. No teacher or coach attendance shall be required when school is closed due to inclement weather. If weather conditions improve and a sporting event is not cancelled, then the coaches attendance shall be expected. When the start of classes has been rescheduled, due to the delay in the bus schedule, teachers are required to report fifteen (15) minutes prior to the announced starting time. When school is closed, due to an emergency, teachers will meet with their building administrator to decide what educational activity(ies) is (are) appropriate for the day. The activity (ies) will be determined by a majority of the staff and the building administrator.
- N. The Association's President shall have his/her planning period scheduled for the final period of the day unless otherwise arranged, and shall be released from his/her building during this period upon notification to his/her building principal.
- O. At the discretion of the Association, the Association President shall be released from his/her teaching duties up to a half day and the Association shall pay for the president's salary. Proper notification shall be given to the Asst. Superintendent for Personnel and Labor Relations.

II. Unpaid Leaves

A. Exchange Teacher Leave

A leave of absence of up to two (2) years may be granted to any tenure teacher, upon application, for the purpose of participating in exchange teaching programs in other school districts, states, territories or countries;

foreign or military teaching programs; the Peace Corps or Job Corps as a full-time participant in such programs; or a cultural travel or work program related to his/her professional responsibilities, provided said teacher states his/her intention to return to the school system.

B. Professional Growth Leave

A leave of absence of up to two (2) years may be granted to any tenure teacher, upon application, for the purpose of engaging in study, at an accredited college or university, related to the teacher's professional responsibilities.

C. Military Leave

A military leave of absence shall be granted to any teacher who shall be inducted or shall enlist for military duty in any branch of the armed forces of the United States to fulfill the teacher's military obligation.

D. Association Leave

A leave of absence shall be granted, upon application, for the purpose of serving as an officer of the Adrian Education Association, the Michigan Education Association, or the National Education Association.

E. Leave for Public Office

A leave of absence not to exceed four (4) years shall be granted to any tenure teacher, upon application, for the purpose of serving in a public office.

F. Extended Leave

A teacher who is unable to teach because of personal illness or disability and who has exhausted all sick leave available shall be granted a leave of absence without payment of salary for the duration of such illness or disability up to one (1) year and the leave shall be renewed each year upon written request by the teacher, accompanied by medical verification of personal illness or disability.

G. Child Care

1. Child care leave, including adoption, without pay and sick leave accumulation, is available to teachers up to a maximum of two (2) years, renewable yearly at the discretion of the Board.
2. In order to obtain a child care leave, a written request will be filed with the Personnel Office thirty (30) days prior to the beginning of the leave.



3. The teacher will specify the beginning and ending date of the leave of absence, which will correspond as nearly as possible with the beginning or ending of a semester or grading period.
4. A teacher will be required to remain on the agreed upon leave unless an early return or an extension is mutually agreed to by the teacher and the Board.
5. Teachers disabled because of pregnancy may use sick leave for the period of time of actual disability. Further, it is understood that a teacher opting to take a child care leave as herein provided without pay is not eligible for disability payment during the period of the unpaid leave of absence.

#### H . General Leave

A general leave of absence may be granted to any tenured teacher, upon application and explanation. The leave shall be for one year.

#### III. Return From Leave

- A. Teachers on a full year leave will notify the Asst. Supt. for Personnel and Labor Relations by April 1 of their leave year as to whether they shall return, resign, or request an extension for the next school year. Teachers on extended leave shall submit medical verification of their fitness to return to full-time employment. All others returning from leave must notify the Asst. Superintendent for Personnel, Labor Relations, and Public Relations at least two (2) weeks prior to their return.
- B. Upon return from leave a teacher will be assigned a teaching position within the area of the teacher's certification, however, a teacher returning from a short term disability leave will be returned to his/her former position.
- C. If a teacher completes a full semester during the year of leave he/she shall be placed on the next higher step on the salary schedule. If credited with less than a full semester he/she shall return on the same step.

#### IV. Other Absences

No teacher may take a leave not covered by this contract without the prior approval of the Assistant Superintendent for Personnel and Labor Relations. A teacher who is absent for reasons other than those specified in this Article and without good cause shall be subject to disciplinary action, including the loss of compensation. Teacher shall be charged for each day absent by dividing the teacher's base pay by one hundred ninety (190) for 1994-95, one hundred ninety-two (192) for 1995-96, one hundred ninety-three (193) for 1996-97.

ARTICLE VIII

VACANCIES AND TRANSFERS

- I. The Board recognizes that it is desirable in making assignments to consider all facets of the educational program including the interests and aspirations of its teachers. In order to facilitate position changes, a job exchange network will be established within the district. By March 1 of each year, those teacher desiring to exchange positions must notify, in writing, the Assistant Superintendent for Personnel of their request. This exchange will allow certified and qualified teachers the opportunity to select an alternate professional experience. The exchange must be for a minimum of one school year. The teachers will return to their original positions, if available, at the conclusion of the school year unless reapplication is made by March 1 of each year. Approval of a second year exchange will eliminate the right of the teachers to return to their original position(s). All exchange position requests require the written approval of the respective principals and the Assistant Superintendent for Personnel. If a teacher exchange team request is denied, they may request a review of the decision before TEADCO, whose membership will include three (3) teachers chosen by the Association and three (3) administrators chosen by the Administration, for the purpose of an impartial review. By April 15th, the administration shall identify the vacancies known at that time for the following year and post the listing throughout the district. Teachers wishing to apply for a vacancy listed may complete a "Request for Vacancy" form and submit it to the Personnel Office no later than April 30th. All other teachers shall fill out an "Opportunity to Transfer" form (Appendix D) which will offer the teacher the opportunity to request a change in assignment or transfer to another building. All requests shall be submitted to the Personnel Office no later than April 30. During the first week in May, district administrators will review the requests of staff and tentatively decide on assignments. During the second week of May, administrators of teachers who are tentatively scheduled to leave their building will meet with the teacher involved. During the third week of May, district administrators will meet to confirm assignments for the following year. During the fourth week of May, teachers moving to a new building will meet with their new administrator. The parties recognize that transfers in grade assignments in the elementary schools, transfers in teaching assignments in the secondary school grades and transfers between schools may be necessary. If such transfers are necessary, the Board shall attempt to make transfers on a voluntary basis. If it is necessary to involuntarily transfer a teacher in his/her twenty-second (22) or more Adrian Public Schools service years, due to a documented decline in student enrollment, closing of a building, instructional program change, certification/qualification regulations or staffing needs, then he/she shall

have the first opportunity for available jobs listed prior to the spring staffing session that he/she is certified and qualified to teach. Along with the verbal discussion specifying the rationale for the involuntary transfer, the principal will specify in writing at the meeting the rationale for the involuntary transfer. If a teacher objects to an involuntary transfer, he/she may request a review of the decision before TEADCO. In the event this senior staff person's former position becomes vacant, he/she shall be given the first opportunity to return to the former position in accordance with Section III of this Article.

- II. A transfer to another building prior to the end of a school year is not grievable.

An involuntary transfer to another building after the close of the current school year for the following year will be made only in case of an emergency or to prevent undue disruption of the instructional program. The Superintendent shall notify the affected teacher and the Association of the reasons for such transfer. If the teacher objects to such a transfer for the reason given, the dispute may be resolved through the grievance procedure or the teacher may elect to resign.

A vacancy shall be defined for the purpose of this Agreement as a position presently unfilled. A vacancy may result from the retirement, transfer, reassignment or termination of present Association members or by expansion of present programs or creation of new programs. Vacancies occurring during the school year shall first be temporarily filled in accordance with the recall provisions in Article XIII.

- A. In the event there are no laid off staff qualified and certified to fill said vacancy, then the vacancy will be filled on a temporary basis.
- B. These vacancies filled on a temporary basis shall be declared vacant for assignment in April.

- III. The Board declares its support of a policy of filling all vacancies, including vacancies in supervisory or administrative positions, from within its own teaching staff. Whenever a vacancy arises or is anticipated, the Superintendent shall promptly notify the Association and post notice of same on a bulletin board in each school building for no less than three (3) weeks before the position is filled. If the vacancy occurs on May 15th or later, the posting requirement will be one (1) week. If the vacancy occurs within three (3) weeks of the start of school, then the position may be filled as soon as possible; however, prior to filling the vacancy those staff members who have indicated in writing they are interested in possible vacancies will be notified promptly by the Assistant Superintendent for Personnel and Labor Relations. Vacancies shall be filled on the basis of the experience, competency and qualification of the applicant, and other relevant factors. Any new or open

positions, including supervisory positions, shall be posted with accompanying job descriptions. An applicant with less service in the district shall not be awarded such position unless his/her total qualifications shall be substantially superior in the judgment of the Administrations.

- A. Whenever vacancies occur during the normal summer months when regular school is not in session, the following procedure in addition to the procedures heretofore outlined, shall be followed:
  1. Teachers with specific interests in possible vacancies will notify the Assistant Superintendent for Personnel and Labor Relations or the Personnel Office of their interest in writing during the last regular week of school and shall include a summer address.
  2. Should a vacancy occur, the Assistant Superintendent for Personnel, Labor Relations and Public Relations will notify the teaching staff by mail in July.
  3. The teachers so notified shall have the responsibility of contacting the Personnel Office or the Assistant Superintendent for Personnel and Labor Relations indicating their interest in said position within three (3) days of notification.
- IV. In the event the district were to operate an innovative or alternative school, then vacancies would be filled first by staff applying from within the system before placing someone from outside the district. Further, in the event a teacher in the experimental or alternative school wanted to return to his/her former position he/she would have to give notice prior to May 1 for such change to take place the following school year.

#### ARTICLE IX

##### PROFESSIONAL AND ASSOCIATION LEAVE

- I. The Association shall be granted twenty-five (25) teacher days during the academic year in which members may be released from their regular duties without loss of compensation for the purpose of participation in business relating to the operation of the Association in the Adrian School District. These days will be allowed only upon authorization of the AEA President.

#### ARTICLE X

##### MENTOR TEACHER

- I. A mentor teacher shall be defined as a Master Teacher, as identified in Section 1526 of the School Code.

- II. All probationary teachers will be guaranteed the following:
- A. The mentor will have actively participated in one of the school improvement strands, or completed facilitators training, or served on the vertical team during the past three (3) years or successfully completed other specified training approved by the administration.
  - B. The mentor who agrees to serve as a mentor, may be required to attend specific training sessions, determined by the administration, prior to the mentoring assignment.
  - C. The mentor would meet with the administration prior to the mentor assignment to review the focus and role of the bargaining unit member in the process.
  - D. The bargaining unit member who serves as a mentor during the school day shall be compensated \$50.00 for each full day (6 hours) he/she serves as the mentor in addition to their regular per diem rate.
  - E. The mentor would never be required to evaluate another bargaining unit member (mentee) nor be allowed to testify in a grievance procedure which involved a bargaining unit member. All communication between the mentor and mentee will be confidential. If a mentor observes any illegal activity, he/she has an obligation to report it to the administration.
  - F. The bargaining unit member who agrees to serve as a mentor shall preferably be assigned in his/her certification content area. Other assignments will be with the consent of the teacher and with the approval of the administration.
  - G. Should a conflict arise between mentor and mentee either party may notify the administration and a new mentor will be assigned by the administration.
  - H. If a bargaining unit member desires to be considered as a mentor, he/she must complete a mentor profile sheet, which will be kept on file in the Personnel Office.

#### ARTICLE XI

##### FORMATIVE PROCESS PROGRAM

- I. The parties recognize that professional growth and enhancement of teachers' skills can occur throughout their careers. In order to assure that such a process is available to teachers, the parties hereby establish the Formative Process Program. ("Program").
- II. Teachers desiring to participate may select a Peer Teacher

from an approved list maintained by the Association, with information as to their background and experience. Any interacting relationship would have to be satisfactory to all parties concerned.

- III. When the Peer Teacher is used during non-instructional time he/she will be compensated at an hourly rate of pay in addition to his/her salary. The district may provide released time from his/her primary teaching responsibility. The above shall be subject to approval of the Assistant Superintendent for Personnel and Labor Relations.
- IV. In the event a concern over a teacher's performance has been identified by an administrator, a conference shall take place within five (5) days during which the concern shall be discussed. The teacher and administrator shall jointly develop a program to address the concern. At that point, the teacher may work on the program on his/her own or he/she may request the services of a Peer Teacher as outlined above. If chosen, the Peer Teacher shall work with the requesting teacher over an agreed period of time paying particular attention to the joint program developed between the administrator and teacher. All interactions, both verbal and in writing, between the requesting teacher and Peer Teacher during this period shall be kept in the strictest confidence between the two staff involved. At the end of the time period, the teacher may be evaluated by the administration pursuant to Article XII.
- V. Peer Teachers shall not become a source of any information either positive or negative to be used for or against the teacher nor will any information derived, directly or indirectly, from the Program be considered by the School District in making any employment related decisions.
- VI. No teacher shall be required to participate in the Program. A teacher's participation or lack thereof shall not be considered by the School District in making decisions regarding a teacher's assignment, promotion, discipline, discharge, or any other aspect of his/her employment including the placement of any information in the personnel file.
- VII. The School District shall provide each member a copy of this Article. At the first faculty meeting of the school year, the Association shall be given the opportunity to discuss the purpose and operation of the Program.

## ARTICLE XII

### TEACHER PERFORMANCE EVALUATION

The parties recognize that the Teacher Performance Evaluation is a developmental function which helps newly employed and experienced teachers identify areas of success and areas of continuing progress. The ultimate purpose of an evaluation program is to

improve the quality of education. Therefore, to this end, the following procedure has been agreed to, in an effort to accomplish these goals.

- I. Teachers will be informed on the first teacher workday of the school year of specific effective teaching criteria upon which they will be evaluated. A written copy of the district's criteria agreed to by the parties shall be distributed to each teacher.
- II. A district administrator will orient the teachers to the district's specific-effective teaching criteria.
- III. Probationary teachers employed after June 11, 1993 shall be evaluated in the following manner:
  - A. During their first year as a teacher in the district, the teacher shall be evaluated in accordance with the 1993 Tenure Act, including the IDP process (Article II - Section 38.83a of the Tenure Act).
  - B. The teacher will be provided verbal or written feedback within five (5) school days of any class observation. All classroom monitoring shall be conducted openly.
  - C. By November 1st of their first year of employment with the district, the probationary teacher will be placed on an Individual Development Plan in accordance with the Tenure Act.
  - D. No later than March 15 of each year a district administrator will conduct a formal evaluation which will include a pre-observation conference to review the evaluation process and preview the day's lesson objectives, place in course, teaching/learning activities, teaching behaviors, methods of measuring learning, and any other behaviors the teacher might want monitored. This pre-observation conference will be held two (2) school days prior to the formal evaluation observation, unless otherwise agreed to by the teacher.
  - E. A district administrator will conduct a formal evaluation classroom observation of not less than one (1) class period at the secondary level and one (1) teaching lesson within fifty (50) consecutive minutes at the elementary level. No evaluation observation shall unduly interfere with the normal teaching-learning process. All classroom monitoring or observation of the performance of a teacher for evaluative purposes shall be conducted openly and with the full knowledge of the teacher.
  - F. Within five (5) school days of a formal evaluation observation, the teacher will have a post-observation conference with the evaluator to discuss the observation. If an administrator believes a teacher is doing satisfactory work, a discussion will take place in the

conference reinforcing the strengths of the teacher's performance. Within seven (7) school days of the conference, a written Teacher Performance Evaluation will be given to the teacher. At the teacher's request a final personal conference may be held within five (5) school days of receipt of the written evaluation. If the performance is deemed to be unsatisfactory, then non-renewal of the teacher will be recommended to the Board. The probationary teacher has the right to have an association representative present in the post conference.

- G. During their 2nd-4th year of employment in the district, the probationary teacher shall be evaluated in accordance with the 1993 Tenure Act, including the IDP process.
  - H. Should the 2nd-4th year probationary teacher receive an unsatisfactory evaluation report following the completion of any IDP, he/she will be placed on a Job Target Improvement Plan, which will include the reasons and specific ways in which the teacher is to improve and the assistance to be given by the administrator will be discussed with the teacher and reflected in a written Job Improvement Plan. A period of no less than forty-five (45) but not more than sixty-five (65) teaching days will be granted in order to improve the teaching performance during which time conferences between the administrator and teacher will take place. The teacher shall have the right of representation in any conference. Upon completion of the Job Improvement Target Plan, a recommendation shall be made whether to continue employment or non-renew the teacher's service with the district.
  - I. Probationary teachers hired prior to June 11, 1993 shall be evaluated in accordance to the 1989-92 Master Agreement.
  - J. Every probationary teacher shall be assigned a companion teacher upon entrance into the system. The companion teacher, insofar as possible, shall be a tenured teacher and be engaged in teaching within the same grade, building or discipline as the probationary teacher. It shall be the responsibility of the companion teacher to assist the probationary teacher in acclimating to the building and the district.
- IV. Tenured teachers shall be observed yearly on an informal basis with a formal (summative) evaluation being conducted at least once every three (3) years. The evaluation process for tenured teachers shall be:
- A. A district administrator will conduct a pre-observation conference which will review again the evaluation process and preview the day's lesson objectives, place in course, teaching/learning activities, teaching behaviors, methods of measuring learning, and any other behaviors the teacher



might want monitored. This pre-observation conference will be held two (2) school days prior to the formal observation, unless otherwise agreed to by the teacher.

- B. A district administrator will conduct an open classroom observation of not less than one (1) class period at the secondary level and one (1) teaching lesson within fifty (50) consecutive minutes at the elementary level. No evaluation observation shall unduly interfere with the normal teaching -- learning process. All classroom monitoring or observation of the performance of a teacher for evaluative purposes shall be conducted openly and with the full knowledge of the teacher.
- C. Within five (5) school days of an observation, the teacher will have a post-observation conference with the evaluator to discuss the observation. If an administrator believes a teacher is doing satisfactory work, a discussion will take place in the conference reinforcing the strengths of the teacher's performance. Within seven (7) school days of the conference, a written Teacher Performance Evaluation will be given to the teacher. At the teacher's request a final personal conference may be held within five (5) school days of receipt of the written evaluation. If an administrator believes a teacher is doing unsatisfactory work, the reasons and specific ways in which the teacher is to improve and the assistance to be given by the administrator will be discussed with the teacher and reflected in a written Job Improvement Target Plan. The teacher may submit a response to the plan which shall be attached to the plan. A period of no less than forty-five (45) but not more than sixty-five (65) teaching days will be granted in order to improve the teaching performance during which time conferences between the administrator and teacher will take place. The teacher shall have the right of representation in any conference.
- D. If a teacher receives an overall unsatisfactory evaluation and, if a teacher disagrees with the substance of that evaluation, or placement on a plan, he/she may request a review of the building administrator's decision before TEADCO, whose membership will include three (3) teachers chosen by the Association and three (3) administrators chosen by the Administration, for the purpose of an impartial review.
- E. Following the expiration of the above mentioned period, if the teacher has not improved, a copy of the written Job Improvement Target Plan will be placed in the personnel file, and a written Teacher Performance Evaluation (APPENDIX C) will be given to the teacher, diagnosing the teacher's deficiencies. An Intensive Assistant Program prescribing further requirements shall be instituted.
- F. Should the teachers performance, following a satisfactory job improvement target plan digress within one year to the

unsatisfactory level in the same area as identified earlier, he/she shall immediately be placed on a job improvement target plan for not less than 45, but not more than 65 teaching days. The teacher shall be apprised of this placement, in writing, with specific documentation explaining the reason for the reassignment to a job improvement target plan. If a teacher digresses again in the same area as identified earlier, he/she shall immediately be placed on an Intensive Assistance program. The teacher shall be apprised of this placement, in writing, with the specific documentation explaining the reasons.

- G. The Intensive Assistance Program will include the specific areas of deficiencies, a prescription for improvement, a set time limit of no less than one hundred thirty-five (135) teaching days to correct the deficiencies, and precise consequences should the teacher fail to attain the level of improvement prescribed by the administration. This section does not apply to a probationary teacher who has been through the forty-five (45) day Job Improvement Target Plan when a decision has been made for non-renewal. Prior to the implementation of the Intensive Assistance Program, the Ass't. Supt. for Personnel shall meet with the Association's leadership to discuss the teacher's progress and reasons for the Intensive Assistance Plan. The Association shall have the option to consider an alternative program for the teacher at this time. Should an alternative program be agreed to by the Ass't. Supt. for Personnel, the Intensive Assistance Program will be postponed for a minimum of thirty (30) teaching days.
- H. Administrators may make unannounced drop in visitations. If a teacher is on a Job Improvement Target Plan or Intensive Assistance Program, then the visitation shall be followed up with a written communication within five (5) school days. However, if a teacher is not under an Improvement or Assistance Plan, then the administrator shall give verbal or written feedback regarding the visitation within five (5) school days.
- I. All administrators involved in observations/evaluations shall be trained in the techniques and criteria to be used in the evaluation process. During the Job Improvement Target Plan and Intensive Assistance Program administrative observations and/or drop in visitations shall be spread out over that period of time.
- V. A teacher shall have the right to read all evaluations before they are placed in the personnel file. After reading the evaluation and discussing it with the evaluator, the teacher shall sign the evaluation indicating that it has been read and a copy received. If a teacher disagrees with the evaluation, the teacher shall have an opportunity to submit a letter of dissent for permanent attachment to the disputed evaluation. Letters of dissent shall be submitted to the evaluator within

fifteen (15) work days of the signing of the evaluation. Any detrimental evaluation to which the tenure teacher responded in writing shall, at the teacher's option, be reviewed by the Superintendent or his designate and an association member with the teacher present. If the teacher is not satisfied with the findings of the Superintendent or his designate, the Board's Personnel Committee and the Superintendent or his designate will meet with the teacher. In each instance, the teacher may, if he/she so desires, have an Association Representative or counsel present.

- VI. The Board agrees that evaluations shall not be used as punishment, discipline or reprimand; however, the process outlined in Section II above shall not be interpreted as punishment, discipline or reprimand. It is understood and agreed by the parties that the evaluation procedure is subject to the grievance procedure. It is expressly understood that the evaluation of the teacher and the criteria used to evaluate the teacher are not subject to the grievance and arbitration procedure.
- VII. Each teacher shall have the right, upon written request, to review the contents of their personnel file in the presence of a witness.

Each teacher's personnel file shall contain the following minimum items of information:

- A. Required medical information
- B. All teacher evaluation reports
- C. Copies of annual contracts
- D. Teacher certificate
- E. A transcript of academic records
- F. Tenure recommendation

No evaluative material submitted by the school's administration may be placed therein without allowing the teacher an opportunity to file a response thereto within thirty (30) calendar days. If the tenure teacher believes that material to be placed in the teacher's file is not accurate or in error, the teacher may seek, through the procedure described in Section XI of this Article to have the material corrected or expunged from the file. If the teacher is asked to sign material to be placed in the teacher's file, such signature shall be understood to indicate the teacher's awareness of the material, but in no instance shall said signature be interpreted to mean agreement with content of the material.

- VIII. Recommendations as to demotion, retention, or change of

professional status shall be an administrative function.

#### ARTICLE XIII

##### PROFESSIONAL BEHAVIOR

- I. No teacher shall be disciplined (including warnings, reprimands, suspensions, reductions in rank or professional advantage, discharges, or any other action of a disciplinary nature) without just cause. Any such discipline shall be subject to the grievance procedure, however, it is expressly understood that the substance of teacher evaluations is not grievable. The specific grounds forming this basis for the disciplinary action will be made available to the teacher in writing within five(5) days.
- II. A teacher shall be entitled to have present a representative of the Association during any disciplinary action. The teacher shall be informed of the topic to be discussed when initially contacted by the administration. When a request for such representation is made, no action shall be taken with respect to the teacher until such representation is made, no action shall be taken with respect to the teacher until such representation of the Association is present, so long as the Association provides a representative within a reasonable period of time. Further, in the event a disciplinary action is to be taken, the teacher shall be advised of the right to representation under provisions of the Agreement prior to the action being taken.
- III. The Board agrees to follow a policy of progressive discipline which minimally includes verbal warning, written warning, reprimand, suspension with pay, with discharge as a final and last resort. However, any disciplinary action taken against a teacher shall be appropriate to the behavior which precipitated said action and, therefore, might begin at an intermediate level or higher. Further, should the Board find it necessary to act under the provisions of the Tenure Act, the Board would not have to follow the foregoing procedure.
- IV. Any complaint made against a teacher by any, student, or other person will be promptly called to the attention of the teacher if the complaint is to be used as the basis for any investigation. The specific complaint along with the names, classes, and sections of the students/persons, lodging the complaint shall be communicated to the teacher by the administration promptly after receiving the complaint. As a part of any investigation, the teacher being complained about shall be called into a conference with the administrator to discuss the complaint prior to any action being taken. The teacher has the right to representation. The administrator shall conclude the investigation within two (2) school days of receiving the complaint. Any said complaint not called to the attention of the teacher may not be used as the basis of any disciplinary action against the teacher.

- V. If discharge of a tenure teacher is to be considered because of inadequacies observed in the teacher's professional work with students, such action must be minimally preceded by:
- A. Repeated observation of the inadequacies by the administrator through the observation procedures described elsewhere in this Agreement.
  - B. Clear directions that the teacher must improve, and the consequences of failure to do so.
  - C. Adequate opportunity for the teacher to make improvements.
  - D. Intensive assistance from administrators and school district resources to help the teacher improve.

Teachers who are given unusual responsibilities or difficult situations in which to teach, such as assignment outside a teacher's area of preparation or concentration, large numbers of students with learning or behavioral problems, large classes, and poorly equipped teaching environments, must have these aspects factored into the expectations they are expected to meet in assessing their total performance.

#### ARTICLE XIV

##### REDUCTIONS IN PERSONNEL AND ANNEXATION, CONSOLIDATION, OR OTHER REORGANIZATION OF THE DISTRICT

- I. To the full extent provided by law, this Agreement shall be binding upon the Board and its successor personnel for the duration of this contract. Should the Board authorize and enter into a public school academy, it shall be in accordance with the amended Act 451 of the Public Act of 1976 - Part 6A - Public School Academies, which assures that employees of the Public School Academy will be covered by the collective bargaining agreement that applies to other Association members.
- II. No teacher shall be laid off pursuant to a necessary reduction in personnel unless, in the opinion of the Board, there may be a substantial decrease in the students enrolled in the school district or there is a substantial decrease in the revenues of the school district.
- III. No teacher shall be laid off pursuant to a necessary reduction in personnel for any school year or portion thereof, unless said teacher shall have been notified of said layoff at least sixty (60) days prior to June 30th.
- IV. A. In the event that a reduction of personnel, as heretofore defined, shall become necessary, the Board shall first retain those teachers possessing current teaching certificates with the longest period of service in the

school district, who are certified to teach in those areas or disciplines to be preserved. When an area of discipline is eliminated because of the aforementioned need for a reduction in personnel, a teacher who would be subject to layoff would be entitled to "bump" a teacher with the lowest seniority in another area of discipline, if the original teacher had greater seniority with the district than the teacher to be "bumped" and the original teacher possesses a teaching certificate in the area or discipline in which the teacher is to enter. This paragraph relating to reduction of personnel would include the summer period of any year in which this Agreement remains in effect, as well as the summer in which the Agreement expires.

- B.
  - 1. Seniority shall be defined as years of uninterrupted continuous service in the bargaining unit within the Adrian Public Schools.
  - 2. Continuous service shall be interrupted when a teacher resigns, retires, or is discharged for just cause. Continuous service shall not be interrupted by an approved voluntary unpaid leave of absence, layoff or administrative service, but seniority shall not accumulate while in these statuses.
  - 3. Employees on staff or layoff as of the effective date of this agreement shall continue to receive seniority credit for all years of service in the bargaining unit in the Adrian Public Schools.
- C. Teachers shall be placed upon the seniority list in accordance with the following procedures:
  - 1. The first day of employment is defined as the teacher's first working day of the school calendar in effect at the time of hire.
  - 2. The first day of employment for teachers who are hired after the last day of school year (summer months) shall be the first school calendar day of the subsequent year.
  - 3. Teachers who have the same first day of employment and the same seniority shall be placed on the list by lottery conducted under the joint auspices of the Association and the Board. Any employee leaving employment as defined above will be dropped from the seniority list without affecting the relative order of the remaining employees. Any employee who is added to the tie group after they have been ranked will individually draw a number to determine his or her position without changing the relative seniority of the other employees. Notification of all drawings shall be made to participants at least five (5) days in advance.

- D. A finalized seniority list shall be published and posted by November 1 of each year for that current year's membership. On the first working day of the school year, the Association will be provided a copy of an updated seniority list for the purpose of circulating to their membership. At the end of five (5) weeks, revisions will be forwarded to the Personnel Office for preparation of the finalized list.
- V. Any tenure teacher on layoff shall be recalled in inverse order of layoff provided he/she is certified and qualified for the vacancy. Probationary teacher shall remain on the recall list for a period of three (3) years. In the event of recall the most seniored probationary employee shall be recalled providing he/she is certified and qualified for the position and provided there are no certified and qualified tenure employees still on layoff. No new teachers shall be employed by the Board while there are teachers of the district who are laid off, unless there are no laid off teachers with proper certification and qualifications to fill any vacancy which may arise.
- VI. The Board shall give written notice of recall from layoff by sending a certified letter to said tenure teacher, at his/her last known address. It shall be the responsibility of each teacher to notify the Board of any change in address. The teacher's address, as it appears on the Board's records, shall be conclusive when used in connection with layoffs, recall, or other notice to the teacher. The teacher must respond to the Assistant Superintendent for Personnel and Labor Relations within fourteen (14) days of the certified date of the letter sent from the Board in order to retain recall rights to a given vacancy under the provisions of this Article.

#### ARTICLE XV

##### FRINGE BENEFITS

- I. The Board of Education agrees to furnish to all teachers one of the following options without cost to the employee for a twelve (12) month period:
- A. PAK A -- Insurance for the employee's entire family:
1. MESSA Super Care 1 Health Insurance
    - a. In September 1989, the Board shall issue a check in the amount of \$50.00 to each teacher with self only coverage and a check in the amount of \$100.00 to each teacher covering more than self to cover the plan's deductible.
    - b. In September 1990, the Board shall issue a check in the amount of \$25.00 to each teacher with self only coverage and a check in the amount of \$50.00 to each

- teacher to go towards the plan's deductible.
- c. Beginning in September 1991, the plan's \$50.00 deductible for self and \$100.00 deductible for more than self per year shall be the responsibility of the teacher.
2. Delta Dental -- Class I 100/80%  
Class II 80%  
Class III (Orthodontic) - 80% -  
(Lifetime max. - \$1300)
  3. MESSA term life insurance of \$20,000 with double indemnity for accidental death and dismemberment
  4. Vision Service Plan (VSP) - 2.
- B. PAK B -- Insurance plans not including health insurance nor annuities for the employee's entire family:
1. Delta Dental - Class I 100/90%  
Class II 90%  
Class III (Orthodontic) - 90% -  
(Lifetime max. - \$1500)
  2. MESSA term life insurance of \$40,000 with double indemnity for accidental death and dismemberment.
  3. Vision Service Plan (VSP) - 3
  4. The employee electing Group II benefits may apply an amount not to exceed the difference between NINETY DOLLARS (\$90) per month and the cost of Group II benefits on any of the following MESSA options:
    - a. Term life insurance in varying amounts up to \$65,000
    - b. Dependent Life Insurance
    - c. Short Term Disability Insurance
    - d. Long term Disability Insurance up to \$1,000/month
    - e. Supplemental Hospital Insurance for \$10, \$20, \$30 or \$40 per day
    - f. Accidental Death Coverage up to \$100,000
    - g. Survivor Income Benefits
- C. PAK C -- Plans for employees not electing PAK A or PAK B:
1. Tax Deferred Annuity at the MESSA Super Care II single premium rate
  2. MESSA term life insurance of \$5,000 with double indemnity for accidental death and dismemberment
  3. Employee's electing PAK C shall sign a waiver of dental and vision insurance benefits.
- D. Any contribution amounts exceeding the Board's subsidy shall be payroll deducted.



II. Twenty dollars (\$20.00) per day will be paid for accumulated sick leave upon terminal retirement under the provisions of the Michigan Public School Employees Retirement System. Unused personal business days will be added to a teacher's accumulated sick leave up to two hundred five (205) days.

III. Early Retirement Incentive Program

A. Plan - Early Retirement Incentive

1. To be eligible for benefits under this program, a teacher must be a minimum of 55 years old and eligible for State Retirement. However, a teacher who qualifies for State Retirement with 30 years of service, but who is less than 55 years of age may opt to begin receiving their ten (10) consecutive years of benefits at that time. The total amount paid over the ten (10) years under this option shall be the same as if a teacher retired at age 55.
2. Teachers retiring prior to the mandatory required age of 65 (if 65 prior to the beginning of a given year - approximately September 1) will be eligible for the following benefits:

Age 62.0 - 64.9 prior to the next school year = \$2,000 per year + Fringes "A" and "B" below.

Age 55.0 - 61.9 prior to the next school year = \$4,000 per year + Fringes "A" and "B" below.

B. Fringe A

1. The Board agrees to pay 10% of the total Health Insurance premium of the MPSERS monthly rate to those eligible employees who retire after July 14, 1992. The Board agrees to pay no more than the difference between the TOTAL PREMIUM amount and the January 1, 1992 through December 31, 1992 MPSERS SUBSIDY AMOUNT for those former eligible \* employees without medicare. If the amount deducted from the retirees check becomes less than listed below, then the Board shall pay the lesser amount to the retiree. \* Eligible refers to those AEA retirees who are not eligible for medicare benefits.

RETIREE WITHOUT MEDICARE (Jan. 1 thru Dec. 31, 1992)

Self	\$31.80	Self & Spouse	\$56.39
Self & Child(ren)	\$47.12	Self, Spouse & Child(ren)	\$71.71

2. Written receipt of health insurance premium payment by the retiree must be forwarded to the Adrian Business Office for reimbursement. In order to be reimbursed, submission of this receipt must occur within six (6) months of the

insurance premium payment. It is understood that this reimbursement is for the difference, up to the 90% allowed between the total insurance premium of the insurance provided through the Michigan Public School Employees Retirement Board and the State's contribution.

C. Fringe B

The school district will pay the total premium cost of \$5,000 term life insurance through our group life carrier from September through August of each retired year to age 65.

- D. Persons retiring due to a medical disability which qualifies them for retirement benefits from the Social Security Administration, the State Retirement Board, or any insurance company, are not eligible to qualify for benefits under this plan. Once a person is receiving benefits through the Early Retirement Incentive Program, no subsequent disability will affect those benefits.
- E. All fringe and salary benefits cease as of the beginning of the school year after which a retiree reaches the age of 65.

Example:

65th Birthday

All Benefits Cease

July 8, 1980  
October 12, 1982

Approximately September 1, 1980  
Approximately September 1, 1983

(The rationale for functioning in this manner is that a teacher is normally allowed to work during the school year in which the teacher reaches the age of 65. Therefore, they would have received a full year's salary and all fringe benefits had they continued. This procedure, therefore, parallels the Board policy.)

- F. In order to qualify for a full year's benefit, a teacher must cause his/her retirement to become effective between the end of one school year and the beginning of the next. Benefits will be prorated for a teacher retiring other than in this manner. Written notification of intent to retire must be given to the Personnel Office not later than April 1 of the year in which the teacher wishes to retire. This notice may be waived due to extenuating or unusual circumstances which have prevented the person making the decision prior to the April 1 deadline.
- G. Those persons qualifying for benefits under this plan will receive them on a twelve (12) pay basis:

Example: \$4,000 / 12 or \$2,000 / 12

The district's contribution toward premiums on health and

life insurance will be paid monthly. Proof of health insurance premium payment by former employee will generate a reimbursement by the district.

- H. Should the retiree die, all benefits of this program will cease with the month of the retiree's death.
- I. You must be employed by the school district on the last working day prior to date of retirement.
- J. Once a teacher retires under this early Retirement Incentive Plan benefit, the benefit may not be withdrawn because of a subsequent negotiation of the Adrian Education Association's Master Agreement.
- K. If the State Retirement Board increases the Adrian Retirement contribution percentage for the purpose of increasing benefits for retired teachers, retiree's benefits shall be reduced by the increased amount he/she receives from the State Retirement Board.
- L. If a National Health Insurance plan is enacted at no cost to the individual, health benefits under this plan will cease on the effective date of such legislation.

IV. Eligibility for the Plan

- A. Teachers wishing to participate in the program must submit a written notification of their intent to retire to the Personnel Office, not later than April 1 of the year in which they wish to retire. Benefits and payments will be effective as of September 1 of the year in which the employee terminates employment.
- B. For teachers retiring in a manner other than that described in IV,A, above, benefits will be prorated for the remainder of the school year. Written notification of intent to retire must be given to the Superintendent at least three (3) months prior to retirement for retirees wishing to retire during the school year. This three (3) months notice may be waived by the Superintendent, due to extenuating or unusual circumstances.

V. Incentive Program

- A. In the event that the Board determines to offer a supplemental early retirement incentive program, the Administration will ask the Association to establish a representative committee of not more than three (3) people to review the Board's proposal. The committee will serve in conjunction with other representative groups on an advisory capacity only. The Board reserves the right to make the final decision.

ARTICLE XVI

SALARY AND EXTRA-DUTY COMPENSATION

- I. Teachers assigned by administration to teach a split grade classroom at the elementary level or multigrade regular elementary classroom as defined below shall receive \$1,000.00 additional compensation. A multigrade regular elementary classroom shall be defined as a single group of students comprising two or more distinct identified grade level groups, who are taught by one or more teachers in a single classroom, from which students leave for instruction on a regular basis only in the areas of music and physical education.
- II. The total years of experience of teachers employed in the Adrian School System will be evaluated according to established Board of Education policy. Fractional years after the first year of employment will be evaluated as follows: one-half (1/2) year or more will be evaluated as one (1) year; less than one-half (1/2) year of experience will be established as no experience or "0".
- III. Supervision of non-contractual extra-curricular activities shall be on a voluntary basis.
- IV. Effective September 10, 1962, any teacher employed by the Adrian Public Schools may be given credit for approved experience outside the Adrian Public Schools at the rate of regular increment from one (1) through five (5) years. From the sixth (6th) through the tenth (10th) year, a one-half (1/2) increment shall be given. This section of the schedule is not retroactive to any teacher employed prior to September 10, 1962. Any teacher employed by the Adrian Public Schools after July 1, 1988, may be given credit for approved teaching experience outside the Adrian Public Schools. The number of years experience approved shall depend upon such factors as prior successful teaching, recommendations of former employers, and the recommendation of the Superintendent of Schools.
- V. All Librarians shall receive \$300.00 above the base salary.
- VI. A counselor(s) may be asked to report early, on an optional basis, to assist in the pre-school registration/scheduling process. They may be canvassed as to their availability and will be notified in writing within thirty (30) days prior to the date requested by the administration to report. The counselor then has five (5) days in which to respond as to whether or not he/she is available. Compensation for such extra duty shall be on a per diem basis.
- VII. Teachers shall be entitled to the allowable limit set by the IRS for mileage reimbursement when driving their own vehicle in execution of their teaching duties; being understood, that this does not include driving from home to school. Such driving and reimbursement shall be approved by the Superintendent or his authorized agents, and proper

verification shall be submitted to the Business Office.

VIII. All certified special education teachers in a special education assignment will receive \$200.00 above base salary.

1994 - 1995 SALARY SCHEDULE

Experience	B.S. Degree	B.S. + 18 Hours*	M.A. Degree	M.A. + 15 Hours	MA + 30, Specialist or Ph.D. Degree
0	\$26,265	\$27,650	\$29,065	\$30,530	\$31,995
1	27,575	29,020	30,505	32,035	33,585
2	28,935	30,450	32,010	33,630	35,230
3	30,365	31,975	33,600	35,300	36,975
4	31,880	33,540	35,255	37,045	38,815
5	33,445	35,205	37,005	38,875	40,735
6	35,105	36,945	38,835	40,800	42,750
7	36,840	38,765	40,760	42,825	44,870
8	38,665	40,685	42,770	44,930	47,085
9	40,580	42,705	44,895	47,160	49,415
10	42,585	44,815	47,105	49,495	51,860
11	44,690	47,040	49,440	51,945	54,430

\* Graduate Semester Hours acquired on a planned program after the Bachelor Degree.

**RELATED AGREEMENTS:**

1. The Board will pay the retirement for employees on this salary schedule.
2. Hours beyond the MA must be acquired from a duly accredited College/University. Continuing Education Hours are not recognized for the purpose of this salary schedule.
3. Teachers may move from the one salary schedule to another as a result of acquiring the sufficient graduate hours or degrees from a duly accredited college or university if the official transcript is received by October 1 for the first semester and March 1 for the second semester.
4. The Master's in Fine Arts shall be considered a terminal degree.
5. The above salary schedule reflects an additional \$735 at the 15th year; \$835 at the 20th year; \$1035 at the 25th year; \$635 at the 30th year and \$535 at the 35th year.

1995 - 1996 SALARY SCHEDULE

Experience	B.S. Degree	B.S. + 18 Hours*	M.A. Degree	M.A. + 15 Hours	MA + 30, Specialist or Ph.D. Degree
0	\$26,920	\$28,340	\$29,790	\$31,295	\$32,795
1	28,260	29,745	31,265	32,835	34,425
2	29,660	31,210	32,810	34,470	36,110
3	31,125	32,775	34,440	36,185	37,900
4	32,675	34,375	36,135	37,970	39,785
5	34,280	36,085	37,930	39,845	41,750
6	35,985	37,870	39,810	41,820	43,815
7	37,760	39,735	41,780	43,895	45,990
8	39,630	41,705	43,835	46,055	48,260
9	41,595	43,775	46,015	48,340	50,650
10	43,650	45,935	48,280	50,735	53,155
11	45,805	48,220	50,675	53,245	55,790

\* Graduate Semester Hours acquired on a planned program after the Bachelor Degree.

**RELATED AGREEMENTS:**

1. The Board will pay the retirement for employees on this salary schedule.
2. Hours beyond the MA must be acquired from a duly accredited College/University. Continuing Education Hours are not recognized for the purpose of this salary schedule.
3. Teachers may move from the one salary schedule to another as a result of acquiring the sufficient graduate hours or degrees from a duly accredited college or university if the official transcript is received by October 1 for the first semester and March 1 for the second semester.
4. The Master's in Fine Arts shall be considered a terminal degree.
5. The above salary schedule reflects an additional \$735 at the 15th year; \$835 at the 20th year; \$1035 at the 25th year; \$635 at the 30th year and \$535 at the 35th year.

1996 - 1997 SALARY SCHEDULE

Experience	B.S. Degree	B.S. + 18 Hours*	M.A. Degree	M.A. + 15 Hours	MA + 30, Specialist or Ph.D. Degree
0	\$27,595	\$29,050	\$30,535	\$32,075	\$33,615
1	28,970	30,485	32,050	33,660	35,285
2	30,400	31,990	33,630	35,335	37,015

3	31,905	33,595	35,300	37,090	38,850
4	33,490	35,235	37,040	38,920	40,780
5	35,140	36,985	38,875	40,840	42,795
6	36,885	38,815	40,805	42,865	44,910
7	38,705	40,730	42,825	44,990	47,140
8	40,620	42,745	44,935	47,205	49,465
9	42,635	44,870	47,170	49,550	51,915
10	44,740	47,080	49,490	52,005	54,485
11	46,950	49,425	51,945	54,575	57,185

\* Graduate Semester Hours acquired on a planned program after the Bachelor Degree.

**RELATED AGREEMENTS:**

1. The Board will pay the retirement for employees on this salary schedule.
2. Hours beyond the MA must be acquired from a duly accredited College/University. Continuing Education Hours are not recognized for the purpose of this salary schedule.
3. Teachers may move from the one salary schedule to another as a result of acquiring the sufficient graduate hours or degrees from a duly accredited college or university if the official transcript is received by October 1 for the first semester and March 1 for the second semester.
4. The Master's in Fine Arts shall be considered a terminal degree.
5. The above salary schedule reflects an additional \$735 at the 15th year; \$835 at the 20th year; \$1035 at the 25th year; \$635 at the 30th year and \$535 at the 35th year.

**SCHEDULE I**

**EXTRA DUTY COMPENSATION**

The following schedule of compensation is the stipend for performing the extra duty assignment, if the position is filled, and refers to one (1) person per school year, except as may be otherwise noted. Assignments are for one (1) school year only.

**HIGH SCHOOL**

**CLASS ADVISORS**

9th Grade		---	\$ 261.00
10th Grade		---	\$ 261.00
11th Grade	Prom and Advisor	---	\$ 584.00
12th Grade	Senior Banquet and Senior Activities	---	\$ 584.00

**POOL SHOW**

Director	---	\$ 879.00
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Assistant Director (if required)	---	\$ 495.00
Crowd Control	---	\$ 11.70 per hour
<u>INTRAMURALS</u>		
Director	---	\$ 745.00
Assistant Director, Boys & Girls (if required)	---	\$ 317.00
<u>ALL SCHOOL PLAY</u>		
Director	---	\$ 934.00
Technical Director	---	\$ 584.00
Crowd Control	---	\$ 11.70 per hour
<u>SENIOR PLAY</u>		
Director	---	\$ 373.00
Technical Director	---	\$ 128.00
Crowd Control	---	\$ 11.70 per hour
<u>FORENSICS</u>		
	---	\$ 317.00
<u>DEBATE</u>		
	---	\$ 934.00
<u>MARCHING BAND</u>		
Director	---	\$ 1357.00
Assistant Director	---	\$ 478.00
Flag Corps Director	---	\$ 272.00
<u>PEP BAND</u>		
Director	---	\$ 351.00
<u>YEARBOOK</u>		
Advisor (in addition to regular class)	---	\$ 1240.00
<u>NEWSPAPER</u>		
Advisor (in addition to regular class)	---	\$ 1240.00
<u>HIGH SCHOOL CONCERTS &amp; MUSIC ACTIVITIES</u>		
Band	---	\$ 584.00
Orchestra	---	\$ 584.00
Choral	---	\$ 584.00
Balladiers	---	\$ 584.00



Summer Parades (per parade) --- \$ 106.00

MUSICAL

Music Director - Vocal --- \$ 412.00  
Music Director - Orchestra --- \$ 412.00  
Dramatic Director (Overall) --- \$ 934.00  
Technical Director --- \$ 533.00  
Choreographer --- \$ 412.00  
Crowd Control --- \$ 11.70 per  
hour

VARSITY FOOTBALL (Each figure is per game or assignment)

Ticket Manager --- \$ 29.00  
Football Scoreboard Oper. --- \$ 14.50  
Ticket Seller --- \$ 14.50  
Ticket Taker --- \$ 18.00  
Game Movies (Home Games) --- \$ 23.00  
Game Movies (Away Games) --- \$ 33.00  
P.A. Announcer --- \$ 14.50  
Reserved Seat Usher --- \$ 6.67  
Crowd Control --- \$ 11.70 per  
hour

VARSITY BASKETBALL (Each figure is per game or assignment)

Ticket Manager --- \$ 18.00  
Ticket Seller --- \$ 11.70  
Scorer --- \$ 14.50  
Timer --- \$ 14.50  
Game Movies (Home Games) --- \$ 23.00  
Game Movies (Away Games) --- \$ 33.00  
Crowd Control --- \$ 11.70 per  
hour

SCOUTING

Two hundred twenty-three dollars (\$223) per sport per scouting season. A coach in a given sport may not receive a scouting stipend for scouting for that coach's team.

ASSISTANCE

Assistance with Track, Wrestling, Swimming and any JV or Freshman athletic related activity such as, but not limited to, Timer, Scorer, etc. --- \$ 6.14 per hour

SCHOOL PARTIES

Crowd Control --- \$ 11.70 per  
hour

SENIOR ACTIVITIES (Helpers)

Senior Prom --- \$ 11.70 per  
hour

Baccalaureate	---	\$ 11.70 per hour
Commencement	---	\$ 11.70 per hour
Cap & Gown Collection	---	\$ 11.70 per hour
<u>SERVICE CLUB</u>	---	\$ 619.00
<u>CONCESSIONS</u> (May be split assignment)	---	\$ 864.00
<u>PEP CLUB</u>	---	\$ 187.00
<u>NATIONAL HONOR SOCIETY</u>	---	\$ 584.00
<u>ACTIVITIES DIRECTOR</u>	---	\$2,335.00
<u>EXTRA-DUTY COMPENSATION - MIDDLE SCHOOL</u>		
<u>NEWSPAPER</u>	---	\$ 554.00
<u>PROGRAMS DIRECTOR</u>	---	\$ 316.00
<u>STUDENT COUNCIL</u>		
Supervisor	---	\$ 351.00
<u>MIDDLE SCHOOL</u>		
<u>MUSIC ACTIVITIES</u>		
Choral	---	\$ 293.00
Band	---	\$ 293.00
Orchestra	---	\$ 293.00
<u>MUSICAL</u>		
Music Direction & Orchestra	---	\$ 467.00 each
Dramatic Direction	---	\$ 526.00
Technical Director	---	\$ 233.00
<u>CROWD CONTROL</u> (Per person, per event)		
For Track, Wrestling, Swimming Basketball, Football, Pool Show and all musical events	---	\$ 9.45 per hour
<u>ASSISTANCE</u>		
Assistance with Track, Wrestling, Swimming, and any related activity, such as, but not limited to, Timer, Scorer, etc.	---	\$ 6.14 per hour
<u>YEARBOOK</u>		
Advisor	---	\$ 467.00

POOL SHOW

Director --- \$ 496.00  
Assistant Director  
(if required) --- \$ 215.00

EXTRA-DUTY COMPENSATION - ELEMENTARY GRADES

SERVICE SQUAD - SAFETY PATROL  
(One assignment per elementary school) --- \$ 619.00

MILEAGE

NOTE: Mileage shall be paid at the allowable limit set by the IRS for mileage reimbursement for all out-of-town

COACHING SALARY SCHEDULE

	<u>BASE</u>
Head Football and Basketball	--- \$3255.00
Head Wrestling, Volleyball, Swimming and Gymnastics	--- \$2700.00
Head Track, Baseball, Softball, Soccer	--- \$2500.00
Head Tennis, Cross Country	--- \$1920.00
Head Golf	--- \$1650.00
Head J.V. Football, Basketball, Volleyball Wrestling, Ass't. Gymnastics, Ass't. Swim	--- \$1947.00
Varsity Assistant Football, Basketball	--- \$1947.00
Varsity Assistant Baseball, Track	--- \$1738.00
Assistant J.V. Football	
J.V. Baseball, Softball, Track, Tennis	--- \$1608.00
Frosh Head Football, Basketball, Track, Wrestling, Swimming/Diving, Baseball	--- \$1483.00
Frosh Cross Country, Tennis	--- \$1410.00
Frosh Assistant Football, Basketball, Track	--- \$1410.00
Middle School Coach	--- \$1308.00
*Cheerleading - High School (per season)	--- \$1150.00
- Middle School	--- \$ 400.00
Trainer	--- \$3667.00

\* 1981-1982 began coaching designation for purpose of experience index.

COACHING SALARY SCHEDULE - EXPERIENCE

The following percentages are applied to the base salary according to years of experience (coaches' salaries only).

0 - 5 years - 5% per year  
6 - 10 years - 6% per year

11 - 15 years - 8% per year  
16 - 20 years - 10% per year  
21 + years - 12% per year

1. Experience is in position in a single sport.
2. Experience in a single sport may be granted up to:

10 years as Head Coach  
7 years as Assistant Coach

- NOT GRANDFATHERED -

#### ARTICLE XVII

##### STUDENT DISCIPLINE AND TEACHER PROTECTION

- I. The Board recognizes its responsibility to give all reasonable support and assistance to teachers with respect to the maintenance of control and discipline in the classroom. Whenever it appears, in the opinion of the classroom teacher and building principal, that a pupil requires the attention of special counselors, social workers, law enforcement personnel, physicians or other professional persons, or whenever it appears that the presence of a student in the class will impede the education of the balance of the class because of disruptions caused by said student, the administration shall relieve the teacher of responsibilities with respect to said pupil until there has been communication with the parents of the child, the teacher and the administration.
- II. A teacher may dismiss a pupil from class when the grossness of the offense, the persistence of the misbehavior or the disruptive effect of the violation makes the continued presence of the student in the classroom intolerable. In such cases, the teacher will furnish the principal, as promptly as his/her teaching obligations will allow, full particulars of the incident in writing. The pupil shall not be returned to the class until after consultation by the administration with the teacher. Before a student is permanently removed from class, it is the responsibility of the teacher to openly communicate with the parent of the student who has been a disruptive/disciplinary problem in the class. The teacher will consult with the administration regarding any dismissal of a student from their class due to the above mentioned misbehaviors or disruptive effects on the classroom.
- III. Examples of offenses for which teachers may dismiss students from class:
  - A. Profanity or obscenity
  - B. Fighting
  - C. Gambling
  - D. Chronic skipping of class
  - E. Deliberate defiance of authority
  - F. Inciting others to violence

- G. Possession of pornographic literature
  - H. Theft
  - I. Vandalism
  - J. Misbehavior
  - K. Smoking
  - L. Violation of the school's dress and grooming code as approved by the Board
  - M. Possession or under the influence of drugs or alcohol
  - N. Possession of a weapon (e.g., knife, gun, blackjack, etc.)
  - O. Unwillingness or inability to comply with posted safety and approved classroom rules.
- IV. A. Consistent with Board policy, a principal shall support teachers in maintaining school discipline.
- B. Where a principal or an administrator cannot support a teacher's position in maintaining school discipline, the principal shall meet with the teacher and clarify the situation in terms of school policy and interpretation. If a satisfactory resolution of the disagreement is not forthcoming, a redress may be sought as defined in Article XVII, Section II, and if satisfaction is not forthcoming, at this point proceed as defined in Article XVII, Section I.
- V. The Administration, in conjunction with the Association in each building shall, within the guidelines established by the Board of Education, promulgate rules and regulations setting forth the procedures to be utilized in disciplining, suspending or expelling students for misbehavior within the framework of the staff meetings provided for in this Agreement. Such rules and regulations shall be distributed to students, teachers and parents at the commencement of each school year.
- VI. Any case of threat or assault and battery upon a teacher shall be promptly reported to the Board or its designated representative. The teacher shall reduce to writing a full account of the threat or assault and battery and provide the Board with any information which will substantiate the said action. The Board will provide legal counsel to advise the teacher of his/her rights and obligations with respect to such threat or assault and battery and shall promptly render all reasonable assistance to the teacher in connection with handling of the incident by law enforcement and judicial authorities if the teacher's position, in the judgement of the Board is defensible.
- VII. If any teacher is complained against or sued while in pursuit of his/her employment, and the teacher's position is within established Board Policy, the Board will provide legal counsel and render all necessary assistance to the teacher in his/her defense.
- VIII. No action shall be taken against the teacher upon any complaint by a parent of a student directed toward the teacher unless said complaint is in writing and signed or a conference

has been conducted between the teacher, parent, and the administrator. If there is a conference and the issue is not resolved, then the complaint shall be reduced to writing by the parent. A copy of said complaint shall be furnished to the teacher within two (2) school days after receipt by the Administration of the signed statement.

- IX. Time lost by a teacher in connection with any defensible incident mentioned in this Article shall not be charged against the teacher.
- X. The Board will review and may reimburse teachers for any loss, damage, or destruction of clothing or personal property of the teacher while on duty in the school or on the school premises, subject to a five hundred (\$500.00) dollar deductible.
- XI. The Employer agrees to indemnify and hold harmless any bargaining unit member to the extent such member is held pecuniarily liable for any claim for damages to persons or property that arises out of an occurrence in the course of the bargaining unit member educational employment activities and caused by any acts or omissions of the bargaining unit member, but not to exceed the limits of the district's policy. Further, the Employer agrees to provide a defense against any suit arising out of his/her employment at no cost to the bargaining unit member, if the teacher's position is within established Board policy. The bargaining unit member shall give full and complete cooperation to the Employer in such defense.

#### ARTICLE XVIII

##### NEGOTIATION PROCEDURES

- I. Representatives of the Central Administration and the Association's bargaining committees shall meet by mutual agreement for the purpose of reviewing the administration of the contract, and/or for discussion of problems or complaints within the Adrian School System. These meetings are not intended to bypass the grievance procedure.  
  
Each party will submit to the other, on or before Friday prior to the meeting, an agenda covering what they wish to discuss.
- II. The Association shall designate a teacher in each school building as Association Representative (A.R.). The Principal and Association Representative shall meet at least once each month for the purpose of reviewing the administration of the contract and to resolve problems which may arise. These meetings are not intended to bypass the grievance procedure.
- III. Sixty (60) days before the expiration date of this contract, the parties shall initiate negotiation for the purpose of entering into a successor agreement.

When negotiations are held during regular school hours, release time shall be provided for the Association's negotiating committee.

Neither party in any negotiations shall have any control over the selection of the negotiating or bargaining representatives of the other party. The parties mutually pledge that their representatives will be clothed with all necessary power and authority to negotiate an agreement pending final ratification by both bodies.

There shall be three signed copies of any final Agreement. One (1) copy shall be retained by the Board, one (1) by the Association, and one (1) by the Superintendent.

#### ARTICLE XIX

##### INSERVICE PROFESSIONAL EDUCATION

- I. A committee made up of eight (8) persons, two from the elementary level, two from the middle school, two from the high school and two administrators shall organize itself and assume responsibility for the planning and conducting of the inservice education of the professional teaching personnel and the approval of graduate study or workshops. The teacher members shall be appointed by the Association for three (3) year terms.
- II. The Board shall provide a minimum of two (2) half-days during the academic year for the purpose of inservice training.
- III. The Board of Education shall allocate \$5,000 to the Committee for the purpose of providing programs of system-wide or divisional concern. Examples of such programs are speakers or consultants for inservice days, workshops, contracted courses through colleges, professional literature, conference attendance, teacher/administrator visitations, etc.

An additional \$5,000 shall be allocated to the Committee to subsidize graduate study or workshops.

Each teacher shall be eligible for full reimbursement of tuition costs for university credit courses provided: (1) there has been approval by the committee prior to registrations, (2) the course is the first (1st) course taken during the fiscal year for which the teacher is requesting such reimbursement and, (3) the teacher successfully completes the requirements of the course.

The amount of reimbursement of tuition costs for courses beyond the first (1st) course for any teacher shall be determined by the committee at the end of the school year based on the available funds. Eligibility shall be determined by: (1) approval of the committee prior to registration and (2) the successful completion of the requirements of each

course.

Teachers enrolled in academic programs to obtain additional certification or qualifying for North Central Standards shall have unlimited access to utilization of these funds at full reimbursement, to the extent funds are available.

## ARTICLE XX

### K-12 CURRICULUM ORGANIZATION

#### I. Curriculum Cabinet - Curriculum Committees - Departmental Coordinators

- A. The purpose of the K-12 curriculum cabinet composed of the related departmental coordinators will be to assist the administration in the development and coordination of the curriculum and program of studies of the Adrian Public Schools.

Teachers serving as Departmental Coordinators shall: represent their division/school and the A.E.A. in the K-12 curriculum cabinet and/or committee, meet on a regularly scheduled basis with the Associate Superintendent for Instruction relative to curriculum development, meet regularly with appropriate building level administrators and teachers relative to departmental curricular and administrative concerns, assist building administrators in the coordination of departmental activities such as curriculum development, textbook and learning material selection, budget preparation, maintain scope and sequence and recommend assignment of department staff and rooms when requested. Departmental Coordinators do not have supervisory status and shall not be involved in the teacher evaluation process.

#### B. Elementary - (K-5)

The elementary faculty will meet in the spring in a general session to elect departmental coordinators for: language arts/reading; math; science; and social studies. Nominations from the floor will be accepted and the candidate receiving the highest popular vote shall serve in that position.

#### C. Middle School/High School

Departmental Coordinators will be elected by the teachers of the department they represent, subject to the approval of the Building Principal involved.

- D. The stipend for Departmental coordinators will be as follows:



Elementary/Middle School/High School Departmental Coordinators

Department	Elementary	Middle School	High School	Middle/High School Combined (6-12)	Stipend for Each Position
Language Arts/					
Reading	1	2	1		\$500
Math	1	2	1		\$500
Science	1	2	1		\$500
Social Studies	1	2	1		\$500
Business Education			1		\$500
Music	1			1	\$500
Arts/Crafts				1 (K-12)	\$500
Physical Education	1	2	1		\$500
Home Economics				1	\$500
Industrial Arts				1	\$500
Foreign Language				1	\$500
Special Education	1 (K-5)				\$500
Special Education		2	1		\$500
State and Federal				1 (K-12)	\$500
Counselor				1	\$500
Unified Arts		2			\$500

E. Curriculum Approval

All changes in curriculum ultimately require administrative and, in instances of major change, approval of the Board of Education.

Recommendations from divisional or K-12 committees are submitted to the Associate Superintendent for Instruction who then processes them through the Superintendent and Board of Education as appropriate.

Curriculum changes involving only one (1) division require the approval of the appropriate divisional committee. Those resulting in K-12 changes require approval of the appropriate K-12 committee. Curriculum committees shall be constituted as follows:

1. Elementary Curriculum Committee

The faculty of each elementary school will elect one (1) of its members to serve on the Elementary Curriculum Committee subject to the approval of the Building Principal and the Associate Superintendent for Instruction. They shall represent their school on the Elementary Curriculum Committee consisting of seven (7) teacher representatives, elementary principals and the Associate Superintendent for Instruction. Prior notice of the curriculum area to be studied shall be given (in the spring) of the preceding year.

2. Middle School/High School Curriculum Committees shall

consist of departmental teachers, the departmental coordinators, and the building principal or his/her designate.

3. Curriculum matters requiring uniformity in both Middle Schools will be referred to committees consisting of the appropriate departmental coordinator and the principals. The Associate Superintendent for Instruction will chair these committees.
  4. K-12 Curriculum committees shall be chaired by the Associate Superintendent for Instruction. These committees approve curriculum changes with K-12 implications. There shall be no more than eighteen department chair meetings per year.
  5. Committee members shall receive either a stipend of \$35.00 per half-day/\$55 per day during Summer Recess or released time for their committee responsibilities during the regular school year.
- II. A task force shall be formed to develop a format in order to monitor the presentation of the K-12 content objectives for the purpose of making quality decisions about curriculum. The nucleus of this task force shall include the curriculum cabinet, other buildings and levels that need to be represented, administrative staff representatives and the AEA President or an appointee. The moratorium on dating objectives shall continue until the task force work is completed at the end of the 1988-89 school year in preparation for implementation in the 1989-90 school year. It is agreed that the above process/format will not be tied to teacher evaluation.

#### ARTICLE XXI

##### ACADEMIC FREEDOM

- I. The parties seek to educate young people in the democratic tradition, to foster a recognition of individual freedom and social responsibility, to inspire meaningful awareness of and respect for the Constitution and the Bill of Rights, and to instill appreciation of the values of individual personality. It is recognized that these democratic values can best be transmitted in an atmosphere in which academic freedom for teacher and student is encouraged.

#### ARTICLE XXII

##### MISCELLANEOUS PROVISIONS

- I. Secondary teachers shall be informed of a telephone number they are expected to call by 6:45 a.m. (elementary teachers by 7:15 a.m.) each school day 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 and the responsibility of the unavailable teacher to have provided suitable lesson plans in his/her plan book for that day or arrange through his/her Principal's office to provide instructions to the substitute teacher. Absences known in advance shall be reported to allow more time to arrange for a substitute.

- II. No polygraph or lie detector device shall be used in any investigation of any teacher without the teacher's consent.
- III. This Agreement shall supersede any rules, regulations or practices of the Board which shall be contrary to or inconsistent with the terms contained in any individual teacher contracts heretofore in effect. All 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.
- IV. Copies of this Agreement entitled, "Contractual Agreement Between the Board of Education of the School District of the City of Adrian and the Adrian Education Association, MEA-affiliates of NEA," shall be provided at the expense of the Board for the duration thereof and presented to all teachers now employed or hereafter employed by the Board. It is understood that this Agreement is consummated solely between the Board of Education of the School District of the City of Adrian and the Adrian Education Association.
- V. If any provision of this Agreement or any application of the Agreement to any employee or group of employees covered by this Agreement shall be found contrary to law, then such provision or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.
- VI. This Agreement is the complete agreement between the parties in regard to items covered herein and may be altered, changed, added to, deleted or modified only by mutual written consent of the parties.
- VII. All new teaching personnel shall report on the day designated on the official calendar, prior to the opening of school, for orientation.
- VIII. Each member of the teaching staff shall develop and present a yearly instructional goal which will be shared verbally or in writing with the building administrator during the first month of the school year.
- IX. All teachers covered under this Agreement, who participate in the production of tapes, publications, or other produced educational material, shall share residual rights with the

Board of Education should they be copyrighted or sold by the District if said material was produced on school time. In all such cases, the Board shall retain fifty percent (50%) of any ownership and revenues derived. If the production is done on a teacher's own time, even though using school facilities, the teacher retains residual rights, if said material is copyrighted or sold. "Participate," as used herein, shall be defined as producing a video, audio or written communication wherein a teacher or teachers participate in more than a casual manner. The term "residual rights," as used herein, shall be defined as any monetary consideration remaining from the production of material after all expenses incurred in the production of said material have been recouped and any and all remaining future rights to flow from said material from sources such as, but not limited to, revenue from royalties, media use, and third party rentals and/or leasing.

- X. Evening Parent-Teacher Conferences - With the recommendation/support of the building principal and a majority of the teachers of a given school, an evening parent-teacher conference program may be established, pending final approval of the Associate Superintendent of Instruction. One half day each semester shall be provided for elementary parent-teacher conference preparation. The faculty of schools using this program will be allowed released afternoon conference time equivalent to time assigned to the evening program. In lieu of a high school open house, there will be two (2) evening fall semester conference sessions with high school staff being allowed released time equivalent to one (1) evening.
- XI. All official correspondence from the Association to the Board or its administrative arm will be delivered to 227 N. Winter Street, Adrian. All correspondence from the Board or its administrative arm to the Association will be delivered to the President of the Association at the President's home address during the summer. When school is in session, official correspondence may be delivered to the President at his home address or at his assigned classroom.

#### ARTICLE XXIII

#### GRIEVANCE PROCEDURE

##### I. Definitions

- A. A grievance is defined as an alleged violation of a specific article or section of this Agreement. If any such grievance arises, there shall be no stoppage or suspension of work because of such grievance; but such grievance shall be submitted to the following grievance and arbitration procedures.

An individual employee may present a grievance with or without the intervention of the Association or its representatives, within thirty (30) calendar days of the

occurrence of the grievance, as long as any adjustment is not inconsistent with the terms of this Agreement.

The following matters shall not be the basis of any grievance filed under the procedure outlined in this article.

1. The termination of services of or failure to re-employ any probationary teacher, as long as proper contractual procedures have been followed.

It is expressly understood that the grievance procedure shall not apply to those areas in which the Tenure Act prescribes a procedure or authorizes a remedy (discharge and/or demotion).

- B. The "aggrieved person" is the person or persons making the claim.
- C. The term "teacher" includes any individual or group who is a member of the bargaining unit covered by this contract.
- D. 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.
- E. The term "days" shall mean calendar days. The counting of days shall be suspended during school year recess days. This suspension does not apply during the summer vacation.

## II. Purpose

- A. 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 I,A, of these procedures.

## III. Structure

- A. There shall be one (1) or more Association Representative (Building Representative) for each school building to be selected in a manner determined by the Association.
- B. The Association shall establish a Professional Rights and Responsibilities Committee, which shall serve as the Association Grievance Committee. In the event that any Association Representative or any number of the P.R. & R. Committee is a party in interest to any grievance, he/she shall disqualify himself/herself and a substitute shall be named by the Association.

- C. The building principal shall be the administrative representative when the particular grievance arises in that building.

IV. 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. All grievances will proceed through each level in the order indicated to a resolution.

Written grievances as required herein shall contain the following:

- A. It shall be signed by the grievant(s).
- B. It shall specify the relief sought.
- C. It shall contain a synopsis of the facts giving rise to the alleged violations(s).
- D. It shall identify the section or subsection of the contract alleged to have been violated.
- E. At each level of the grievance both the grievant and the Board will answer in detail to clarify the issues of the grievance.

A. Level One

A teacher with a grievance shall discuss it with his/her immediate supervisor or principal; individually, together with his/her Association Representative, or through the Association Representative. If no resolution is obtained within seven (7) days of the discussion, the teacher shall reduce the grievance to writing on the form provided in the appendix and submit said grievance to his/her building principal. The building principal shall reply in writing to the grievance and to the Association within seven (7) days.

B. Level Two

- 1. In the event the aggrieved person is not satisfied with the disposition of his/her grievance at Level One, or if no decision has been rendered within seven (7) days after presentation of the written grievance, he/she may file the grievance in writing with the Association's P.R. & R. Committee. The Association Representative will assist in writing the grievance.
- 2. Within seven (7) days of receipt of the grievance two (2) representatives of the P.R. & R. Committee will meet with two (2) representatives of the Adrian Administrators Association grievance Committee to

discuss the issues at hand and weigh the facts. The AEA representatives shall contact the AAA committee chairperson to set up the meeting. If the grievance is not resolved, the grievance shall be forwarded to the P.R. & R Committee as a whole. Within seven (7) days of receipt of the grievance, the P.R. & 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/her claim without Association support. If the committee decides there is a legitimate grievance, it shall immediately process the claim with the Superintendent of Schools. In any event, in order to continue to pursue an appeal, the appeal must be filed with the Superintendent within twenty (20) days from the response served by the principal. Within seven (7) days from receipt of the grievance, the Superintendent or his designate shall meet with the parties in an attempt to resolve the dispute and the Superintendent's disposition shall be rendered within seven (7) days of the meeting.

C. Level Three

In the event the aggrieved person is not satisfied with the disposition of his/her grievance at Level Two, or if no decision has been rendered within seven (7) days from date of receipt of grievance by the Superintendent or designate, the aggrieved person may within ten (10) days refer the grievance to the Central Office for action by the by the Board of Education. Within ten (10) days from receipt of the written referral by the Board, it shall meet with the grievant and the Association's P.R. & R. Committee Chairman for the purpose of arriving at a mutually satisfactory solution to the grievance problem. A decision shall be rendered by the Board Committee within ten (10) days.

D. Level Four

If within ten (10) days the Association is not satisfied with the disposition of the grievance by the Board, or if no disposition has been made within the period above provided, the grievance may be submitted to arbitration. If the parties cannot agree as to the arbitrator within seven (7) school days from the notification date that arbitration will be pursued, the person shall be selected by the American Arbitration Association in accordance with its rules which shall likewise govern the arbitration proceedings.

The Board and the Association shall not be permitted to insert in such arbitration proceedings any grounds or to rely on any evidence not previously disclosed to the other party. The arbitrator shall have no power to alter, add to or subtract from the terms of this Agreement. The

arbitrator's power shall be limited to deciding whether the Board has violated the express articles or sections of this Agreement.

If any teacher who does not fall under the Tenure Act and for whom a grievance is sustained shall be found to have been unjustly discharged or improperly deprived of any professional compensation or advantage, the teacher shall be reinstated and/or reimbursed in accordance with the arbitrator's award.

Teacher attendance at the arbitration hearing (if it occurs during a contractual workday for teachers) is restricted to the teacher who filed the grievance, any teacher who is to testify at the hearing, and the chief spokesperson who negotiated the contract.

V. Grievance Termination

Any grievance not appealed to the next step of the grievance procedure as specified herein, shall be considered closed. If the Board fails to answer the grievance in the stated time period, except as provided in Section IV of this Article, the grievance shall be considered meritorious and the relief granted as prayed. If the Association or a teacher fails to appeal any reply to a grievance within the stated time period, the grievance shall be considered closed in accordance with the Board's answer. The Association or a teacher reserves the right to decline to take any grievance to the next step of the grievance procedure and its action or actions in doing so shall thus be considered final and binding on all parties to the grievance.

VI. Expense Responsibility

Any expenses incurred for the arbitrators in Step Four of the grievance procedure shall be borne equally by the Board of Education and the Association.

ARTICLE XXIV

CALENDAR

- I. The school calendar shall consist of one hundred eighty (180) scheduled days of student instruction, one (1) full inservice day, two (2) teacher record days for 1994-95; for 1995-96 one (1) additional work day and one (1) additional day of student instruction, and for 1996-97 one (1) additional student instruction day, as reflected in Appendix A, and seven (7) paid holidays as listed:

Labor Day  
Thanksgiving and Day After  
Christmas Day and Day After



New Year's Day  
Memorial Day

The total annual salary of each teacher is based upon one hundred eighty-three (183) work days for 1994-95, for 1995-96 one (1) additional work day and one (1) additional day of student instruction (185), and for 1996-97 one (1) additional student instruction day (186), and seven (7) paid holidays. If the agreed upon school year is required to be extended or there is a modification in the agreed-upon school calendar (Appendix A) because of Section 101 (3) of the School Aid Act, any bargaining unit member required to perform any work on a day not specified as a duty day in this Agreement shall do so with no additional compensation. Teachers will not be required to report and shall receive their regular pay for scheduled days of student instruction which are not held because of conditions not within the control of school authorities such as inclement weather, fires, epidemics, or health conditions as defined by the city, county, or state health authorities.

- II. Should a closing because of conditions not within the control of school authorities require the scheduling additional days of student instruction because previously scheduled days could not be counted to meet the 180-day requirement in accordance with the State Aid Act, the additional days required to be made up will be added to the end of the school year.
- III. If, at any time during the life of this Agreement it becomes lawful to count as days of pupil instruction, days when pupil instruction is not provided due to conditions not within the control of school authorities such as due to inclement weather, fires, epidemics or health conditions, it is agreed that the following school closing provision shall become immediately effective:

When an emergency school closing occurs due to inclement weather the bargaining unit members shall be excused from reporting to duty without loss of pay. Days lost due to closing under the foregoing circumstances shall not be to school closing under the foregoing circumstances shall not be rescheduled as long as it does not violate the State statute.

To the extent that any other provision of the collective bargaining agreement, such as the school closing provision, school calendar or the like shall be inconsistent with the foregoing, such provisions shall be null and void as to the extent of the inconsistency.

- IV. On the first day of the school year teachers shall have at least one half of the day to spend in their classrooms.

ARTICLE XXV  
DURATION OF AGREEMENT

This Agreement will be effective as of July 1, 1994 and shall continue in effect until June 30, 1997.

Should no new Agreement have been reached by June 30, 1997, the entire Agreement will remain in effect until a new Agreement is ratified, unless either party has notified the other party by June 1, 1997 of its intention to allow the Agreement to expire on June 30, 1997.

ADRIAN BOARD OF EDUCATION

By: \_\_\_\_\_  
President

By: \_\_\_\_\_  
Secretary

ADRIAN EDUCATION ASSOCIATION

By: \_\_\_\_\_  
President

By: \_\_\_\_\_  
Secretary

# APPENDIX A

## ADRIAN PUBLIC SCHOOLS

### CALENDAR

1994 - 1995

Friday, August 26, 1994	- - - -	Orientation - New Teachers
Monday, August 29, 1994	- - - -	All Faculty Inservice Day
Tuesday, August 30, 1994	- - - -	School Begins
Monday, September 05, 1994	- - - -	Labor Day Holiday - School Dismissed
Tuesday, September 06, 1994	- - - -	School Resumes
Thursday, November 24, 1994	- - - -	Thanksgiving Holiday - School Dismissed
Friday, November 25, 1994	- - - -	Thanksgiving Holiday - School Dismissed
Monday, November 28, 1994	- - - -	School Resumes
Friday, December 16, 1994	- - - -	Christmas Break Begins at Close of School Day
Tuesday, January 03, 1995	- - - -	School Resumes
Friday, January 20, 1995	- - - -	Records' Day/Semester I Ends - Students Dismissed
Monday, January 23, 1995	- - - -	School Resumes - Semester II Begins
Friday, March 03, 1995	- - - -	Mid-Winter Break Day - School Dismissed
Monday, March 06, 1995	- - - -	Mid-Winter Break Day - School Dismissed
Tuesday, March 07, 1995	- - - -	School Resumes
Friday, April 7, 1995	- - - -	Spring Break Begins at Close of School Day
Monday, April 17, 1995	- - - -	School Resumes
Monday, May 29, 1995	- - - -	Memorial Day Holiday - School Dismissed
Tuesday, May 30, 1995	- - - -	School Resumes
Thursday, June 08, 1995	- - - -	Last Day for Students
Friday, June 09, 1995	- - - -	Records' Day - Last Day for Teachers

Order of Makeup Days, if Needed: June 12,13,14,15, etc., 1995

Presented to Board: May 4, 1994

Adopted by Board: May 4, 1994

COACHES PERFORMANCE APPRAISAL

APPENDIX B

Coach's Name: \_\_\_\_\_ Assignment: \_\_\_\_\_  
Supervisor: \_\_\_\_\_ Building/Sport: \_\_\_\_\_

APPRAISAL CRITERIA OF HIGH LEVEL PERFORMANCE

1. Knowledge, Ability, and Skills to perform the job:
- Outstanding \_\_\_\_\_ Good \_\_\_\_\_ Satisfactory \_\_\_\_\_ Needs Improvement \_\_\_\_\_ Unsatisfactory \_\_\_\_\_
- a. High Level of Performance requires the employee have command of all assigned duties and responsibilities.
  - b. Consistently demonstrates his/her ability to perform all required duties in a competent manner.
  - c. Has a technical grasp of his/her assignment/duties/responsibilities where applicable.

Basis for Conclusions: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

2. Attitude and Initiative toward assignment.
- Outstanding \_\_\_\_\_ Good \_\_\_\_\_ Satisfactory \_\_\_\_\_ Needs Improvement \_\_\_\_\_ Unsatisfactory \_\_\_\_\_
- a. Accepts direction from his/her supervisor, including constructive criticism where applicable.
  - b. Contributes to the overall assignment and suggests improvements, sets goals and works toward them willingly.
  - c. Cooperates with supervisors, co-workers, persons under their supervision, the public, and parents where applicable.
  - d. Takes the initiative in performance of duties without being directed by supervisor.
- Basis for Conclusions: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Coaches Performance Appraisal

Basis for Conclusions - #2 - Continued:

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

3. Dependability, Loyalty.

Outstanding \_\_\_ Good \_\_\_ Satisfactory \_\_\_ Needs Improvement \_\_\_ Unsatisfactory \_\_\_

- a. Projects a positive image while performing duties/responsibilities.
- b. Uses good judgment, is punctual, reliable, and has good attendance habits.
- c. Completes assignments, duties, responsibilities in a timely manner.
- d. Performs duties/responsibilities with a minimum degree of supervision.

Basis for Conclusions:

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

4. People Relationships.

Outstanding \_\_\_ Good \_\_\_ Satisfactory \_\_\_ Needs Improvement \_\_\_ Unsatisfactory \_\_\_

- a. Actively fosters cooperation and pleasant environment for other coaches, participants, parents where applicable.
- b. Demonstrates a genuine interest in the welfare of the team's participants.
- c. Maintains an effective and consistent relationship with other coaches, parents, officials, and supervisors.

Basis for Conclusions:

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

Coaches Performance Appraisal

Basis for Conclusions - #4 - Continued:

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

5. Care of school facilities, equipment.

Outstanding \_\_\_\_ Good \_\_\_\_ Satisfactory \_\_\_\_ Needs Improvement \_\_\_\_ Unsatisfactory \_\_\_\_

- a. Inventories and accounts for all equipment damage, losses, and repairs.
- b. Properly maintains equipment assigned to his/her sport.
- c. Presents to supervisor a full appraisal of needs at the conclusion of sport season.

Basis for Conclusions: \_\_\_\_\_

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OVERALL APPRAISAL: \_\_\_\_\_

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RECOMMENDATIONS: \_\_\_\_\_

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\_\_\_\_\_

Coaches Performance Appraisal

RECOMMENDATIONS - Continued:

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Continue Employment: Yes  No

Coach's Signature \_\_\_\_\_

Date \_\_\_\_\_

Athletic Director's Signature \_\_\_\_\_

Date \_\_\_\_\_

## APPENDIX C

### EFFECTIVE CRITERIA FOR LIBRARIANS

#### MANAGEMENT AND ADMINISTRATION OF THE LIBRARY MEDIA CENTER

Establishes and maintains an environment in which students and staff can work.

Develops and implements policies and procedures for the operation of the library media center.

Promotes the use of the library media center by individuals, small and large groups for research, browsing, recreational reading, viewing or listening.

Maintains a library media center environment conducive to student learning.

Arranges and uses space and facilities in the library media center to support the objectives of the instructional program, providing areas for various types of activities.

Assumes responsibility for proper use and care of library media center facilities, materials and equipment.

Manages student behavior.

Encourages student self-direction and responsibility for learning.

Exercises consistency in discipline policies.

Corrects disruptive behavior.

Demonstrates competency in the selection, acquisition, circulation and maintenance of materials and equipment.

Selects materials and equipment, which support the curriculum and promote the school's educational philosophy.

Uses established procedures for ordering and receiving materials and equipment.

Classifies, catalogs, processes and organizes for circulation the educational media and equipment according to professional standards.

Uses clearly stated circulation procedures.

Informs staff and students of new materials and equipment on a regular basis.

Establishes and follows procedures for maintenance and repair of media equipment.

Periodically weeds and re-evaluates the collection.



Handles complaints and/or challenged materials using a Board approved policy.

Assists in the production of materials as feasible.

Prepares statistical records and reports needed to administer the library media center. (Provided the media center is properly and adequately staffed).

Maintains a current inventory holdings to assure accurate records.

Prepares and submits to administrators such reports as are needed to promote short and long term goals of the library media center.\*

Hires and supervises library media center personnel.

Administers budgets according to needs and objectives of the library media center within administrative guidelines.

Evaluates library media center programs, services, facilities and materials.

Works time effectively, efficiently and professionally.

#### INSTRUCTIONAL PROCESS

Serves as instructional resource consultant and media specialist to teachers and students.

Provides inservice training and library media center orientation as needed.

Plans and implements the library media center program of library media centers.

Considers library media curriculum when planning instruction appropriate to subject and grade level.

Continually instructs students and staff, individually or in groups, in the use of the library media center and equipment.

Encourages independent use of the facility, collection and equipment by students and staff.

Guides students and staff in selecting appropriate media.

Guides and supervises students and staff in research activities and in the use of reference materials.

Promotes reading appreciation.

Supports classroom teachers in their instructional units.

Provides a wide variety of resources and supplementary materials. (Provided funding is available).

Assists in choosing and collecting materials.

Cooperatively plans and teaches content appropriate to library media center objectives.

#### INTERPERSONAL RELATIONSHIPS

Demonstrates positive interpersonal relationships with students and staff.

Makes use of support services.

Shares ideas, materials and methods with others.

Informs administrator or appropriate school personnel of school related matters requiring action.

The librarian demonstrates awareness of the needs of students.

The librarian promotes positive self concept.

The librarian demonstrates sensitivity in relating to students.

#### PROFESSIONAL RESPONSIBILITIES AND DEVELOPMENT

Participates in professional growth activities.

Keeps abreast of developments in library science and issues related to teaching.

Demonstrates commitment by participating in professional activities (e.g. professional organizations, coursework, workshops, conferences). (Provided library media center is adequately staffed)

Follows the policies and procedures of the school district.

The librarian demonstrates employee responsibility.

Is punctual

Provides accurate data to the school, area, and district as requested for management purposes.\*

Completes duties accurately and promptly.

\* Pertains to senior high school rather than middle or elementary schools due to lack of staff in those areas.

## APPENDIX D

### LIBRARIAN PERFORMANCE REVIEW

Name of Employee: \_\_\_\_\_ Date: \_\_\_\_\_

Position: \_\_\_\_\_ School: \_\_\_\_\_

Pre-Conference Date: \_\_\_\_\_ Observation Date: \_\_\_\_\_

I. SUPERVISOR'S REVIEW:

(Paragraphs should include strengths and/or weaknesses)

A. Management and Administration of Library Media Center.

( ) Satisfactory ( ) Unsatisfactory

B. Instructional Process ( ) Satisfactory ( ) Unsatisfactory

LIBRARIAN PERFORMANCE REVIEW  
-2-

C. Interpersonal Relationship ( ) Satisfactory  
( ) Unsatisfactory

D. Professional Responsibilities and Development  
( ) Satisfactory ( ) Unsatisfactory

OVERALL EVALUATION

( ) Satisfactory  
( ) Unsatisfactory

To achieve an overall satisfactory rating, the librarian must receive a satisfactory rating in all four (4) categories.

\_\_\_\_\_  
Supervisor's Signature

\_\_\_\_\_  
Date

LIBRARIAN PERFORMANCE REVIEW

-3-

II. LIBRARIAN COMMENTS:

I have received a copy of this report and have had a conference with my supervisor:

\_\_\_\_\_  
Librarian's Signature

\_\_\_\_\_  
Date

DISTRIBUTION:

White Copy - Librarian  
Pink Copy - Supervisor  
Yellow Copy - Personnel File

## APPENDIX E

### EFFECTIVE TEACHING CRITERIA

#### PRODUCTIVE TEACHING TECHNIQUES

Speech	Control of voice, suitable voice projection articulation, communicates effectively
Command of English	Oral and written
Variety in Presentation	Realistic objectives, meets needs of the individual, uses effective methods, uses community resources
Resourcefulness	Creativity, originality, and variety in methods and materials
Use of Student Ideas	Individually and as part of a group

#### ORGANIZED, STRUCTURED CLASS MANAGEMENT

Preparation	Immediate and long-range plans, mastery of subject, selection of aims, organization of materials; has objectives and is teaching toward them
Assignments	Effective, definite, clear, reasonable, related to learning situation, enrich and stimulate growth of pupil
Pupil Evaluation	Consistent, continuous, thorough, diagnosti
Discipline	Control in and out of the classroom - environment in classroom supports the learning process
Clerical Efficiency	Systematizes routine, accuracy, punctuality in records and reports
Classroom Efficiency	Neatness, orderliness, attractiveness of room and materials
Promptness	To school, to class, class dismissal
Attendance	
Plans for Substitutes	Plans available and appropriate
Use and Distribution of Materials	Accounting for textbooks, use of A-V equipment, distributing supplies

EFFECTIVE TEACHING CRITERIA (Continued)

INTELLECTUAL STIMULATION/POSITIVE INTERPERSONAL RELATIONS

Personality	Pleasant, understanding, patient, sense of humor
Enthusiasm	Alert, interested, vigorous
Judgment	Tact, reliability, promptness, adaptability, courtesy
Motivation	Plans for the needs, abilities, and interest of pupils, provides for maximal growth of every child, promotes understanding of community problems

PROFESSIONAL/SOCIAL BEHAVIOR

Cooperativeness	Encourages cooperation with: administration, co-workers, students, parents, and community
Attitudes	Moral, social, and professional
Responsibility	Prompt, punctual, dependable, intuition
Professionalism	Professional growth, contributes time and energy to advancement of education, such as inservice training programs. Participates in voluntary workshops. The teacher is committed to the primary goal of assisting student growth.
Reporting Pupil/Progress	To other concerned professionals, parent contacts, grading procedures, (un)satisfactory reports
Meeting Deadlines	Grades on report cards, ordering supplies

## APPENDIX F

ADRIAN PUBLIC SCHOOLS  
ADRIAN, MICHIGAN 49221

### TEACHER PERFORMANCE REVIEW

Name of Employee \_\_\_\_\_ Date \_\_\_\_\_  
Position \_\_\_\_\_ School \_\_\_\_\_  
Pre-Conference Date \_\_\_\_\_ Observation Date \_\_\_\_\_

I. SUPERVISOR'S REVIEW:

(Paragraphs should include strengths and/or weaknesses.)

A. PRODUCTIVE TEACHING TECHNIQUES ( ) Satisfactory ( ) Unsatisfactory

B. ORGANIZED, STRUCTURED CLASS MANAGEMENT ( ) Satisfactory ( ) Unsatisfactory



TEACHER PERFORMANCE REVIEW (Continued)

C. INTELLECTUAL STIMULATION/INTERPERSONAL RELATIONS

( ) Satisfactory  
( ) Unsatisfactory

D. PROFESSIONAL/SOCIAL BEHAVIOR

( ) Satisfactory ( ) Unsatisfactory

OVERALL TEACHER EVALUATION

( ) Satisfactory  
( ) Unsatisfactory

To achieve an overall satisfactory rating, the teacher must receive a satisfactory rating in all four (4) categories.

\_\_\_\_\_  
Supervisor's Signature

\_\_\_\_\_  
Date

TEACHER PERFORMANCE REVIEW (Continued)

II. TEACHER'S COMMENTS:

I have received a copy of this report and have had a conference with my supervisor:

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

\_\_\_\_\_  
Date

Distribution:

White Copy - Teacher  
Pink Copy - Supervisor  
Yellow Copy - Personnel File

## **APPENDIX G**

### **PERFORMANCE-BASED EVALUATION FOR COORDINATORS EVALUATION CRITERIA WITH DESCRIPTORS**

#### **Management and Administration of Program Components**

Actively fosters cooperation and pleasant environment for students, staff, and parents.

Consults with administrators, teachers, support staff, and parents regarding meeting the developmental needs of students.

Assists in the development of program implementation.

Evaluates placement and achievement of students in assigned curricular area.

Supervises and evaluates Instructional Assistants.

Informs appropriate school personnel of school related matters requiring action.

#### **Instructional Process**

Consults with and/or is a resource person for teachers to facilitate the coordination of activities into the regular education curricula.

Analyzes pupil progress and teaching methods in the assigned content area.

Conducts learning activities in the classroom as planned in conjunction with school administration and teachers.

Encourages student self-direction and responsibility for learning.

Supervises and coordinates the ordering and use of materials.

Coordinate inservice workshops.

#### **Interpersonal Relationships**

Maintains an effective and cooperative relationship with co-workers and the community.

Actively seeks ways to improve programs.

Takes initiative in performance of duties.

#### **Professional Responsibilities and Development**

Participates in local staff development programs.

Keeps abreast of developments in education and issues related to instruction.

Demonstrates commitment by participating in professional activities (e.g. professional organizations, coursework, workshops, conferences).

Follows the policies and procedures of the school district.

ADRIAN PUBLIC SCHOOLS  
COORDINATOR PERFORMANCE REVIEW

Name of employee: \_\_\_\_\_ Date: \_\_\_\_\_

Assignment: \_\_\_\_\_

Pre-Conference Date: \_\_\_\_\_ Observation Date: \_\_\_\_\_

I. Supervisor's Review:  
(Paragraphs should include strengths and/or weaknesses)

A. Management and Administration of Program Components

( ) Satisfactory                      ( ) Unsatisfactory

B. Instructional Process

( ) Satisfactory                      ( ) Unsatisfactory

C. Interpersonal Relationships

( ) Satisfactory                      ( ) Unsatisfactory

D. Professional Responsibilities and Development

( ) Satisfactory                      ( ) Unsatisfactory

OVERALL EVALUATION

( ) Satisfactory                      ( ) Unsatisfactory

To achieve an overall satisfactory rating, the coordinator must receive a satisfactory rating in all four (4) categories.

\_\_\_\_\_  
Supervisor's Signature

\_\_\_\_\_  
Date

II. Coordinator Comments:

I have received a copy of this report and have had a conference with my supervisor:

\_\_\_\_\_  
Coordinator's Signature

\_\_\_\_\_  
Date

DISTRIBUTION:

White Copy     -     Coordinator  
Pink Copy      -     Supervisor  
Yellow Copy    -     Personnel File

## **APPENDIX H**

### **EFFECTIVE COUNSELING CRITERIA**

#### **PLANNING/PREPARATION/ADMINISTRATION**

1. Structures the counseling programs by needs assessment, goal setting, planning, implementation, and evaluation procedures.
2. Manages time effectively and provides services on schedule.
3. Implements and coordinates schoolwide counseling services and activities.
4. Provides specialized services for students.
5. Maintains an organized, functional, current counseling center.
6. Assists with orientation procedures.

#### **INTERVENTION/CONSULTATION**

1. Provides individual and group counseling services to meet the developmental, preventive, and remedial needs of students.
2. Uses appropriate assessment and diagnostic procedures for implementing counseling services.
3. Provides follow-up activities to monitor student progress.
4. Presents instructional/informational programs to groups of students, parents, teachers, and other school and community personnel.
5. Consults with students, parents, and school staff to assist in meeting needs of students.
6. Interprets test data to assist school staff with curriculum planning.

#### **COORDINATION**

1. Seeks input from school staff concerning functioning of school counseling program.
2. Advocates for all students.
3. Serves as liaison between school and community agencies.
4. Assists with coordination of student services in the school.

5. Assists teachers with integration of guidance activities into the curriculum.
6. Shares information about students with school personnel, parents, community agencies when appropriate and when within limits of the law.

EVALUATION/PROFESSIONAL RESPONSIBILITIES AND DEVELOPMENT

1. Assists in the implementation of testing programs.
2. Interprets testing results.
3. Conducts individual educational assessment when necessary.
4. Assesses attainment of counseling program objectives.
5. Adheres to ethical standards of the counseling profession.
6. Carries out professional responsibilities.
7. Upgrades professional knowledge and skills.

ADRIAN PUBLIC SCHOOLS  
ADRIAN, MICHIGAN 49221

COUNSELOR PERFORMANCE REVIEW

NAME OF EMPLOYEE \_\_\_\_\_ DATE \_\_\_\_\_  
POSITION \_\_\_\_\_ SCHOOL \_\_\_\_\_  
PRE-CONFERENCE DATE \_\_\_\_\_ OBSERVATION DATE \_\_\_\_\_

SUPERVISOR'S REVIEW:  
(Paragraphs should include strengths and/or weaknesses)

I. PLANNING/PREPARATION/ADMINISTRATION

( ) Satisfactory ( ) Unsatisfactory

II. INTERVENTION/CONSULTATION

( ) Satisfactory ( ) Unsatisfactory



III. COORDINATION

( ) Satisfactory ( ) Unsatisfactory

IV. EVALUATION/PROFESSIONAL RESPONSIBILITIES AND DEVELOPMENT

( ) Satisfactory ( ) Unsatisfactory

OVERALL COUNSELOR EVALUATION

( ) SATISFACTORY ( ) UNSATISFACTORY

To achieve an overall satisfactory rating, the counselor must receive a satisfactory rating in all four (4) categories.

\_\_\_\_\_  
Supervisor's Signature

\_\_\_\_\_  
Date

EVALUATION  
PERSONNEL CONFERENCE SUMMARY  
AND  
ADMINISTRATIVE RECOMMENDATION

Date \_\_/\_\_/\_\_ Time \_\_\_\_\_ Persons in Attendance \_\_\_\_\_

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

CONFERENCE SUMMARY

MAJOR POINTS DISCUSSED:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
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COUNSELOR COMMENTS:

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\_\_\_\_\_  
COUNSELOR'S SIGNATURE

\_\_\_\_\_  
DATE

APPENDIX I  
TEADCO PROCESS

The basic focus of the TEADCO process is for the involved parties to meet with the TEADCO group and have the opportunity to present their version and rationale for the grievance to an impartial, non-judgemental panel (made up of three AEA and three AAA members). The panel (TEADCO group) is a Clarifying body which, after hearing all the opinions, concerns, and points of view of the two parties, will convene in an effort to consider alternatives, be reflective rather than judgmental, and work collaboratively to suggest solutions or alternatives to the two parties. It is vitally important that the TEADCO panel has a clear understanding what the issues/disagreements are prior to moving to the next step which is to reach consensus regarding a suggested solution/alternative. This information would then be offered to the two parties for their consideration.

Consensus means general agreement by most of those concerned. For example, the TEADCO panel is presented with a problem and asked to arrive at a solution to which each group member can agree. It is assumed the group will have differences of opinion, but this should not be the emphasis of the focus. Finding a solution acceptable to most is the goal.

After the TEADCO panel concludes their meeting, each representative group (teacher and administrator) provides the parties with feedback/suggestions regarding the disagreement. It is then left up to the grievant(s) and administrator to carefully weigh the feedback/suggestions from the TEADCO panel.

If the grievant(s) wishes to continue the process under Article XXIII - Section IV - B-2 he/she may do so. If the administrator wishes to amend/alter his/her decision at this time, he/she should do so in writing to the grievant.

APPENDIX J  
HIGH SCHOOL DAY  
1994-95 SCHOOL YEAR

- I. The teacher work day will contain the same number of minutes (430) and the same number of student contact minutes (275). Each teacher shall have one lunch period (45 minutes) and preparation period (45 minutes) each day. Each FTE teacher shall have 25 class periods and 5 academic centers per week. Any deviations of the aforementioned teacher work day shall be mutually agreed to by affected teachers, administration and the association.
- II. In academic centers and/or labs the following condition must be provided:
  1. A telephone in each center
  2. A teacher desk in each center and/or lab
  3. A chalkboard in each center and/or lab
  4. A lockable storage space in each center and/or lab
  5. An appropriate work station for each student
  6. The maximum number of students per certified teacher and/or administrator not to exceed 30.
- III. Compensatory time may be transferred in units of six class periods to the next year without any loss of time. Any person may cash out partial days at the end of this school year. If a person should choose to transfer compensatory time to the following year, one period this year will equal one period in the next year. Seven periods will be required to receive a compensatory day when the high school is using the eight period day.

APPENDIX K

ALTERNATIVE EDUCATION

- I. The intent of the provisions of this section is to provide suitable guidelines for teacher service while providing for flexibility, experimentation, individual initiative, and program improvement. Accordingly, the Alternative Education workday/week shall be organized for the duration of this Agreement as follows:
  - A. Each Alternative Education teacher shall teach a maximum of five (5) hours and forty (40) minutes per day and be in attendance for thirty (30) minutes of pre-school planning and twenty (20) minutes of post school supervision within a consecutive six (6) hour and thirty (30) minute time from from 8:00 a.m. to 3:00 p.m.
  - B. Teacher planning time will be from 8:00 a.m. to 8:30 a.m. Monday through Friday and from 8:00 a.m. to 11:30 a.m. or 12:00 p.m. to 3:00 p.m. on rotating Wednesdays. Changes may be made in this schedule with staff approval based on program changes.
  - C. It is agreed that each teacher will have a duty-free lunch period of at least thirty (30) minutes.
  - D. It is further agreed that the activities scheduled for the program may constitute a departure from the regular academic schedule. Teachers may be assigned to either supervise the activity or supervise student makeup time during that period. Such assignment shall be consistent with all other conditions of this agreement.
- II. Both parties agree that some time will have to be spent at meeting and planning sessions. The following guidelines will be observed:
  - A. There will be no more than fourteen (14) faculty meetings per year and not more than one (1) per week of one (1) hour duration. With the exception of the Student Review committee meetings, these meetings will not be held during teacher planning time.
  - B. Student Review Committee meetings will be held on Fridays from 8:00 a.m. to 8:30 a.m. Meeting times may be changed with the approval of the majority of the full-time teaching staff.
  - C. One afternoon and one evening for parent-teacher conferences may be established with the recommendation/support of the Director and a majority of the full-time teachers at Maple City High School.

Alternative Education  
(cont)

- III. In keeping with the philosophy of making the Alternative Education Program an individualized and non-traditional educational program for at-risk youth, it is important that classes be limited in size. These limits will allow teachers to break from some of the traditional methods of teaching, allow for grouping, flexible schedules, and special arrangements for special activities within the limits of a small staff. Class size will be limited to an optimum of fifteen (15) and a maximum of twenty (20).

