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8/31/98

**MASTER
AGREEMENT**

Between The

REETHS-PUFFER EDUCATION ASSOCIATION

And The

REETHS-PUFFER BOARD OF EDUCATION

Reeths-Puffer Schools

September 1, 1995 - August 31, 1998

**Reeths-Puffer Schools
Muskegon, Michigan**

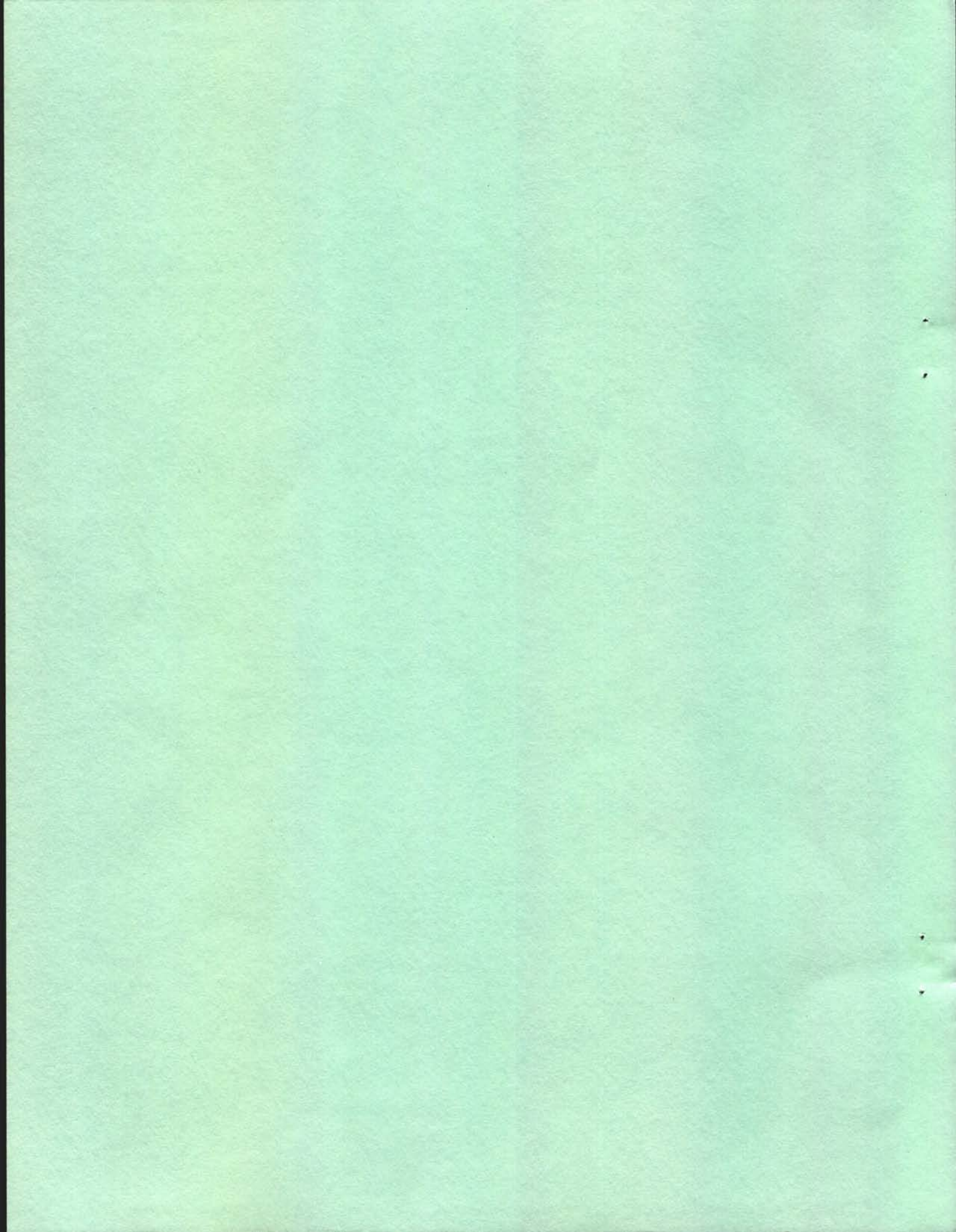


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REETHS-PUFFER PUBLIC SCHOOLS AGREEMENT

This Agreement entered into by and between the Board of Education of the Reeths-Puffer School District, Muskegon, Michigan, hereinafter called the "Board" and the Reeths-Puffer Education Association, hereinafter called the "Association."

WITNESSETH

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

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

WHEREAS, the Board and the Association have a statutory obligation, pursuant to Act 379 of the Michigan Public Acts of 1965, to bargain with respect to hours, wages, terms and conditions of employment, and

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

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

ARTICLE I RECOGNITION

- A. The Board hereby recognizes the Association as the exclusive bargaining representative, as defined in Act 336 of the Public Acts of 1947 as amended, for all professional and/or certified personnel, whether employed on a full-time basis, part-time basis, alternative education, excluding daily substitute teachers, community school employees, supervisory and executive personnel. It is further agreed that any new professional and/or certified position(s) shall automatically accrue to the bargaining unit unless the parties agree that the new position(s) properly belongs in such excluded category as above outlined. Should a dispute arise over the placement of a new position, the disputing party may seek a ruling from the Michigan Employment Relations Commission for clarification. The term teacher, when used hereinafter in this Agreement, shall refer to all employees represented by the Association. The bargaining unit shall be as defined above, and reference to male teachers shall include reference to all teachers.
- B. The Board agrees not to negotiate with any teacher's organization, other than the Association for the duration of this Agreement. Nothing contained herein shall be construed to prevent any individual teacher from presenting a grievance and have the grievance adjusted without intervention of the Association, if the adjustment is not inconsistent with or in violation of the terms of this Agreement, and further providing that the Association's right to be present at such adjustment and/or resolution has not been abridged or denied.
- C. Nothing contained herein shall be construed to deny or restrict to any teacher rights he may have under the Michigan General School Laws. The rights granted to teachers hereunder shall be deemed to be in addition to those provided elsewhere.

ARTICLE II TEACHER AND ASSOCIATION RIGHTS

- A. Pursuant to Act 379 of the Public Acts of 1965, as amended, the Board hereby agrees that every employee of the Board shall have the right freely to organize, join and support the Association 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 color of the law of the State of Michigan, the Board undertakes and agrees that it will not directly or indirectly discourage or deprive or coerce any teacher in the enjoyment of any rights conferred by Act 379 or other laws of Michigan or the Constitutions of Michigan and the United States; that it will not discriminate against any teacher with respect to hours, wages or any terms or conditions of employment by reason of his membership in the Association, his participation in any activities of the Association or collective professional negotiations with the Board, or his institution of any grievance, complaint or proceeding under this Agreement or otherwise with respect to any terms or conditions of employment.

- B. With respect to any School Improvement Plan as required by P.A. 197, Section 15.199 (919b) M.S.A. it is agreed as follows:
1. All matters pertaining to wages, hours, and other terms and conditions of employment, including the negotiation of an agreement on behalf of the employees shall be the sole responsibility of the Reeths-Puffer Education Association.

Any plans, strategies, or objectives which conflict with the Master Agreement will require mutual agreement between the Reeths-Puffer Education Association and the Reeths-Puffer Board of Education.
 2. The Reeths-Puffer Education Association shall approve any and all teacher representatives to any district or building committee formed for the purpose of School Improvement, On Site Based Decision Making, Building Level Decision Making, etc.
 3. The participation in the above mentioned plans shall be voluntary on the part of the bargaining unit members.
- C. The Association and its representatives shall have the right to use school buildings at any time in accordance with regular scheduling procedures for meetings provided that when special custodial service is required the Board may make a reasonable charge therefor. No charge shall be made for use of school rooms before the commencement of the school day nor until 6:00 P.M.
- D. The Association and its representatives shall have the right to use school facilities and equipment for Association business in the building in which it is located, including typewriters, mimeographing machines, other duplicating equipment, calculating machines, and all types of audio-visual equipment at reasonable times, when such equipment is not otherwise in use. The Association shall pay for the reasonable cost of all materials and supplies incident to such use. The person operating each piece of equipment shall be trained to operate that machine prior to the use.
- E. Duly authorized representatives of the Association and their respective affiliates shall be permitted to transact official Association business on school property during school hours provided that this shall not interfere with scheduled assignments. Interfering with scheduled assignments means diverting the teacher who is directly responsible for student(s) at that time.
- F. The Association shall have the exclusive right to post notices of activities and matters of Association concern on one teacher bulletin board for each building. The Board will furnish this equipment, the location of which will not replace an existing bulletin board. The Association may use the district mail service and teacher mail boxes for communications to teachers concerning Association business.
- G. The Board agrees to furnish to the Association in response to reasonable requests from time to time all available information concerning the financial resources of the district, including, but not limited to: annual financial reports and audits, register of certified personnel, agendas and minutes of all Board meetings, treasurer's reports, census and membership data, names and addresses of all teachers, and such other

information as will assist the Association in developing intelligent, accurate, informed and constructive programs on behalf of the teachers and their students.

- H. The Board may consult with the Association on any new or modified fiscal, budgetary or tax program, construction programs or major revisions of educational policy, which are proposed or under consideration and the Association may be given opportunity to advise the Board with respect to said matters prior to their adoption and/or general publication.
- I. The teachers shall be entitled to full rights of citizenship and no religious or political activities of any teacher or the lack thereof shall be grounds for any discipline or discrimination with respect to the professional employment of such teacher.
- J. The provisions of this Agreement shall be applied without regard to race, creed, religion, color, national origin, age, sex, or marital status.
- K. Membership in the Association shall be open to all teachers regardless of race, creed, sex, marital status or national origin.
- L. No teacher shall be prevented from wearing insignia, pins, or other identification of membership in the Association either on or off the school premises.
- M. No teacher shall be discharged, disciplined, reprimanded, reduced in rank or compensation or deprived of any professional advantage without just cause. Any such discipline shall be subject to the grievance procedure hereinafter set forth, including arbitration. Procedures regarding all such action as outlined here shall be:
 - 1. Prior to initiating any measure against a teacher as described in M above, the Board shall inform said teacher of his rights to representation by the Association.
 - 2. Should the teacher request representation by the Association, all action by the Board regarding the matter or matters shall be deferred for at least forty-eight (48) hours to allow such Association representatives, as determined by the teacher, to be present. In instances involving such issues where the continued presence of the teacher could reasonably be assumed to cause and/or immediately threaten the welfare of the student(s), the administration may temporarily suspend the teacher with pay pending further investigation in accordance with this section. The Association specifically reserves the right to utilize the grievance procedure should such administrative action authorized herein not be deemed proper and necessary.
 - 3. Prior to any meeting called by the Board to discuss such matter or matters and, in time to allow for an adequate review, the Board shall provide the Association and the teacher with full particulars, including written documentation when applicable, of the matter or matters in question.
- N. A teacher with or without his representative(s) will be allowed to review his official personnel file under the supervision of the Superintendent or his designee.
- O. The president and president-elect of the Association shall be provided with a direct dial telephone in their respective classrooms for the purpose of conducting the business of the Association.

ARTICLE III
BOARD OF EDUCATION RIGHTS

- A. The Board, on its own behalf and on behalf of the electors of the school district, hereby retains and reserves

unto itself, without limitations, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of Michigan and/or the United States.

- B. The Association recognizes that the Board is legally responsible for the operation of the entire school system within the boundaries of the Reeths-Puffer School District, Muskegon County, 3rd class, #14, and that the Board has the necessary authority to discharge all of its responsibilities subject to laws above mentioned and to the provisions of this Agreement.
- C. The Association recognizes that the Board may invoke appropriate disciplinary action in situations where teachers fail to adhere to the terms and conditions of employment herein outlined or to reasonable rules, regulations and policies of the Board.
- D. The Board shall manage and control its business, its equipment and its operation and to direct the working force and affairs of the school district.
- E. The Board shall hire all teachers and determine their qualifications subject to the provision of the law.
- F. The Board shall establish levels and courses of instruction, including special programs, and to provide for athletic, recreational and social events for students, all as deemed necessary or advisable by the Board.
- G. The Board shall determine the services, supplies and equipment necessary to continue its operation and to determine all methods and means of distributing, disseminating, and/or selling its services, methods, schedules and standards of operation; the means, methods, and processes of carrying on the work, including automation or contracting thereof, or changes therein; the institution of new and/or improved methods or changes therein.
- H. The Board shall adopt rules and regulations.
- I. The Board shall determine financial policies and accounting procedures.
- J. The Board shall determine the number and location or relocation of its facilities, including the establishment or relocation of new schools, buildings, departments, divisions or subdivisions thereof, and the relocation or closing of offices, departments, divisions or subdivisions, buildings or other facilities.
- K. The exercise of the foregoing powers, rights, authority, duties and responsibilities by the Board shall be limited only by the terms and provisions of this agreement, state and federal laws and/or the constitutions of the State of Michigan and/or the United States of America.

ARTICLE IV ASSOCIATION DUES OR FEES AND PAYROLL DEDUCTIONS

- A. Any teacher who is a member of the Association or who has applied for membership may sign and deliver to the Board an assignment authorizing deduction of dues, assessments and contributions in the Association which sum shall be in such amount as established by the Association. Such authorization shall continue in effect from year to year unless revoked according to the procedures outlined in the RPEA/MEA/NEA Constitution and By-laws. Pursuant to such authorization, the Board shall deduct one-eighth of such dues, assessments and contributions from the regular salary check of the teacher each month for eight months, beginning in October and ending in May of each year. Any teacher who shall not perform services for any entire month of the school year shall have his/her dues reduced by one-tenth of the yearly dues for each entire month he/she did not work, except where failure to perform services during any month was the result of the teacher taking any paid leave of absence or sick leave provided for in this contract.
- B. The Association recognizes its responsibility to provide the Board's designated financial official a continuous membership list on or before September 1, of each school year.

- C. The Association will notify the school payroll office prior to July 1, of each school year as to the amount of yearly dues to be deducted from the teacher's salary.
- D. 1. Each bargaining unit member, as a condition of employment, (1) within thirty calendar days of the beginning of their employment or by October 1, of each year, whichever is later shall have joined the Association and authorized deduction of membership dues pursuant to sub-section 301.1, or (2) pay a service fee to the Association, pursuant to the Association's "Policy regarding objections to political-ideological expenditures" and the administrative procedures adopted pursuant to that policy. The service fee shall not exceed the amount of Association dues collected from Association members. The bargaining unit member may authorize payroll deduction for such fee. In the event that the bargaining unit member shall not pay such service fee directly to the Association, or authorize payment through payroll deduction, the employer shall pursuant to MCLA 408.477; MSA 17.277 (7) and at the request of the Association, deduct the service fee from the bargaining unit member's wages and remit same to the Association. Payroll deductions made pursuant to this provision shall be made in equal amounts, as nearly as may be from the paychecks of each bargaining unit member. Monies so deducted shall be remitted to the Association, or its designee, no later than twenty (20) days following deduction.
2. Pursuant to Chicago Teachers Union v. Hudson, 106 S CT 1066 (1986), the Association has established a "policy regarding objections to political-ideological expenditures." That policy, and the administrative procedures (including the timetable for payment) pursuant thereto, applies only to Non-Association bargaining unit members. The remedies set forth in that policy shall be exclusive, and unless and until such procedures, including any administrative or judicial review there, shall have been availed and/or exhausted, no dispute, claim or complaint by an objecting bargaining unit member concerning the application and interpretation of this section shall be subject to the grievance procedure set forth in this Agreement, or any other administrative or judicial procedure.
3. Due to certain requirements established in recent court decisions, the parties acknowledge that the amount of the fee charged to non-members along with other required information may not be available and transmitted to non-members until mid school year (December, January or February). Consequently, the parties agree that the procedures in this section relating to the payment or non-payment of the representation fee by non-members shall be activated thirty (30) days following the Association's notification to non-members of the fee for that given school year.
4. In the event of any legal action against the employer brought in a court or administrative agency because of its compliance with this Article, the Association agrees to defend such action, at its own expense and through its own counsel, provided:
- a. The employer gives full and complete cooperation to the Association and permits the Association intervention as a party if it so desires, and
- b. The employer gives full and complete cooperation to the Association and its counsel in securing and giving evidence, obtaining witnesses, and making relevant information available at both trial and appellate levels.
- The Association agrees that in any action so defended, it will indemnify and hold harmless the employer from any liability for damages and costs imposed by a final judgment of a court or administrative agency as a direct consequence of the employer's compliance with this Article, but this does not include any liability for unemployment compensation paid under the Michigan Employment Security Act.
- E. For long term substitute teachers: beginning the 61st calendar day of employment and continuing through the end of said employment shall be subject to full compliance with all provisions in this article.

F. Other Deductions

1. Payroll deductions will also be available to teachers on a mutually agreed basis for the Muskegon County Educational Employees Credit Union, for the United Way, for the MEA insurance premiums, and for the annuity programs. Annuity carriers are limited to those companies who have a minimum of five (5) Reeths-Puffer employees participating and present carriers
2. United States Savings Bonds in any whole unit may be deducted from the second pay day of each month. The bank will draft the bonds and send them directly to the owner.

G. The Board agrees to promptly remit to the Association all dues, assessments and fees deducted in accordance with those procedures as outlined in Section A of this article.

H. This article shall be effective retroactively to the date of Agreement, and all sums payable hereunder shall be determined from said date.

I. The Board shall not be liable for any errors or losses in the administration of this article unless it is shown that the Board or its agents were negligent in the care and handling of the moneys involved.

ARTICLE V
TEACHING CONDITIONS

A. The Association agrees that teachers as professionals are expected to give competent instruction and provide adequate directions to the students. Instructional staff shall have written lesson plans available in the classroom and available to the building administrator upon request. It is further understood, that the building administrator will not collect these plans weekly or enmasse. In addition, the teacher will have available in his/her room seating charts, rules and regulations for the operation of the classroom, and other materials necessary to class management.

B. The Board and the Association agree that a specific school day be set aside for staff meetings as determined by the building principal in consultation with his/her faculty.

C. Under no conditions shall a teacher be required to drive a school bus.

D. The Board shall make available in each school adequate lunchroom, restroom and lavatory facilities for teacher use.

E. Existing telephone facilities shall be made available to teachers for their reasonable use. Personal long distance calls may not be charged to school phones. Personal long distance calls may be made and billed to the home phone of the teacher.

F. Adequate off-street parking facilities shall be provided and properly maintained and identified for teacher use.

G. Provisions for above named facilities will be made in all future buildings.

H. The Association agrees that the management of the students during the school day is an integral part of every teacher's duty and further agrees to take effective action to promote conditions on school property which are conducive to good discipline.

ARTICLE VI
HOURS

A. Teachers shall not be required to report more than three (3) days prior to the beginning of classes. Teachers

new to the system shall report four (4) days prior to the beginning of classes.

- B. Due to changing student population growth and with the need to use the school buildings in as efficient manner as possible, it is not feasible to tie down starting and ending hours specifically. However, in no event shall any teacher be assigned a longer school day than the one presently in existence.
- C. Teachers must report for duty by the following schedules:

	<u>Report By</u>	<u>Leave No Earlier Than</u>
High School	7:45	3:00
Middle School	7:45	3:00
Elementary Schools	8:30**	3:45*

* The daily report time may be adjusted by the principal and building staff. Providing two school days advanced notice is given by the principal to teachers assigned to an elementary school, one workday each week may be extended to 3:55 P.M. to allow for a building staff meeting (or with the consent of the building staff, the staff meeting could be held from 8:30 to 8:55 A.M.). The parties agree that a building principal may call additional staff meetings within the normal school day in case of emergency, with emergency being strictly defined as a situation beyond the control of either the Board or the Administration and one requiring the immediate presence of affected teachers.

**Contingent on preparation time remaining at 135 minutes/week.

- D. Teachers are expected to remain for a sufficient period after the close of the school day to attend to those matters which properly require attention at that time, including consultations when scheduled with the teacher, except that on Fridays or on days preceding holidays or vacations, the teacher's day shall end at the close of the pupil's day. Scheduled staff meetings shall be excluded from the above limitations. The above beginning and ending times may be changed to fit scheduling needs providing the total time between the start and finish remain the same.
- E. All elementary teachers shall be entitled to a duty free, uninterrupted lunch period of no less than forty (40) consecutive minutes daily. Teachers shall start their lunch as soon as students are brought to the lunch line.
- Middle School and Senior High teachers shall be entitled to a duty free period of no less than thirty (30) consecutive minutes for lunch (Middle School and Senior High teachers assigned to lunch supervision in lieu of a classroom assignment shall be entitled to twenty-five (25) minutes.)
- F. The Board and the Association agree that teachers in the elementary schools recognize that recess is a necessary part of the educational program of this age group. Recess is defined by each particular building through the cooperative effort of staff and administration thus allowing for the individual differences in size and composition of student bodies. The decision so reached by said staff and administration shall be followed by each teacher.

ARTICLE VII TEACHING LOADS AND ASSIGNMENTS

- A. The normal weekly teaching load:
1. Senior and Middle School(6 period day) 25 teaching periods and 5 unassigned preparation periods (or the 7 period schedule that was in effect during the 1978-79 school year.)
 2. Elementary schools:

- a. Elementary teachers shall be provided a minimum of 135 preparation minutes each week exclusive of lunches and recesses. This preparation time shall be scheduled during a student day and in blocks of not less than thirty (30) consecutive minutes (limited to 1-1/2 new positions above the 1995-96 staff levels for specials). Kindergarten will be prorated.
- b. Any time during which a special teacher is assigned to a classroom, the teacher may use that time for preparation. No departure from these norms, except in case of emergency,* shall be authorized without prior written agreement between the Board or its representative and the Association.

*Emergency, as used in this section, shall be strictly defined as an unforeseen or unexpected development that is beyond the control of the Board.

- c. Substitutes shall be secured for any absent teacher in the music/physical education/arts enhancer programs.
 - d. Elementary teachers may use for preparation all time prior to 8:55 a.m. each school day.
3. In the event the foundation grants of the district decreases, for any reason, the Board and the Association agree that the provisions of Article VII, Section A, may be re-negotiated at the request of either party to this Agreement.

- B. Since pupils are entitled to be taught by teachers who are working within their area of competence, teachers shall not be assigned, except temporarily and for good cause, outside the scope of their teaching certificates or their major or minor field of study. It is the teacher's responsibility to inform the administration of any changes in certification or other employment qualifications.
- C. The parties recognize that the availability of optimum school facilities for both student and teacher is desirable to insure the high quality of education that is the goal of both teachers and the Board. It is also acknowledged that the primary duty and responsibility of the teacher is to teach and that organization of the school and the school day should be directed at insuring that the energy of the teacher is primarily utilized to this end.
- D. The assignment of bargaining unit members to Community Education positions outside of this Agreement will be done on a volunteer basis.
- E. All bargaining unit members shall be given written notice of their assignments for the forthcoming school year no later than August 1. Such notice shall include the grade level and building for elementary teachers; or the work location, schedule and/or department for other teachers. If any changes are effectuated after August 1, the affected teacher shall be notified as soon as possible.
- F. Teacher selected by the Administration to serve as Team Leaders shall be compensated in accordance with the provisions of this agreement.

ARTICLE VIII TRANSFERS, VACANCIES AND PROMOTIONS

- A. The Board recognizes that it is desirable in making assignments to consider the interests and aspirations of its teachers. Requests by a teacher for transfer to a different class, building, or position shall be made in writing on forms furnished by the Board, one copy of which shall be filed with the Superintendent, one copy shall be filed with the Association. Such request shall be renewed by the teacher each March 1. The application shall set forth the reasons for transfer, the school, grade or position sought and the applicant's academic qualifications. Request for transfer shall be reviewed by the Board once each year to assure active

consideration. If a teacher objects to an involuntary transfer, the dispute may be resolved through the grievance procedure.

B. Transfers:

1. The word "transfer" shall mean a change in:
 - a. Building assignment.
 - b. Assignment in Kindergarten I through grade 3 to grades 4 through 6 or vice versa.
 - c. Assignment from subject area(s) within a teaching major to assignment to subject area(s) in a teaching minor unless such assignment was the result of reduced course offerings.
 - d. Non-classroom assignment such as librarian, guidance counselor, itinerant personnel, etc.
 - e. Special Education assignment such as learning disability, emotionally impaired, etc.
2. Involuntary transfers may only be made if:
 - a. The teacher's position is eliminated.
 - b. The performance of the teacher has been unsatisfactory.
 - c. An emergency arises, with emergency being defined as a situation beyond the control of the Board or Administration.
3. In the event that an involuntary transfer is necessary because of a position being eliminated, the teacher in that grade level or grouping, major subject area of assignment, with the least seniority shall be the teacher transferred.

C. Vacancies

1. "Temporary vacancy" shall mean a bargaining unit position held by a teacher on a leave of absence.
2. "Permanent vacancy" shall mean a bargaining unit position newly created (including but not limited to positions created by increased enrollment, revised curriculum, and increased sections at grade or subject levels) or a bargaining unit position the Board intends to fill because of the resignation, retirement, dismissal for cause, or death of the teacher previously assigned to said bargaining unit position.
3. The Board shall not be required to post temporary vacancies.
4. Whenever any permanent vacancy exists which is not filled by the recall of a teacher laid off from this school district, the Board shall publicize the same by posting the vacancy in each building's teacher lounge or work area for a period of not less than five (5) work days. A copy of the posting shall be forwarded to the Association. Posting of permanent vacancies which occur during the summer months shall be as outlined in this article.
5. Any teacher may apply for a permanent vacancy. The following factors shall be given consideration:
 - Prior experience in education
 - Identified special requirements of the position
 - Academic preparation

- Seniority
- Personal considerations
- Professional development training (i.e.) Continuing Education Units, in-service, workshops, conferences, etc.

All the above criteria being equal, the position shall be awarded to the most senior applicant.

* The aforementioned criteria are not prioritized in order of importance.

6. In filling a temporary vacancy, the following provisions shall govern:

- a. The vacancy shall be filled by recall of a teacher on lay off from this school district.
- b. If there is no teacher on lay off from this school district certified for the vacancy, the Board may fill the vacancy from any source.
- c. Exceptions: When filling both temporary and permanent vacancies with personnel other than laid off teachers from the bargaining unit, the Board may consider such criteria as past teaching experience, length of service in the district and the academic background of the applicant. However, in no instance shall an applicant from outside of the district be employed to fill a vacancy for which a teacher in the bargaining unit has applied unless the former's qualification, such qualifications being as outlined herein, are substantially superior.

D. The Board declares its support of a policy of filling vacancies in supervisory positions from within its own teaching staff.

E. Teachers interested in vacancies that occur during the summer, shall be made aware of existing vacancies by the following methods:

1. A secured posting board in the Educational Services Building.
2. Calls may be placed to the Personnel Office for current vacancies. A hotline will be investigated by the Personnel Office.
3. Those unable to contact the Personnel Office, may make written application, filed with the Personnel Office for potential openings. Forms are available in the Personnel Office.

F. The foregoing shall not be construed in such a way as to prohibit the Board of Education and the Association from providing a racially or sexually balanced staff in each school building or implementing an affirmative action program.

G. If special talents or expertise needed for the implementation of a new program(s) are not available within the school district teaching staff, teachers from the bargaining unit shall be given opportunities to seek additional training to fulfill the requirements for the position(s) providing such training can be completed in time to meet the starting date of the new program(s).

H. Subcontracting: Prior to the time the Board contracts services or utilizes non-bargaining unit personnel to perform bargaining unit work, the Board shall

1. Offer recall to all eligible employees.
2. Return an eligible employee from a leave of absence.
3. Post such position for consideration by other employees in the bargaining unit.

- I. A probationary teacher or any teacher who has been employed by the district less than two (2) years may not request a voluntary transfer under Article VIII.

ARTICLE IX
LAY OFF AND RECALL

- A. Personnel reduction or lay off** shall mean a reduction in the bargaining unit staff because of program elimination*, program reduction, loss of student enrollment, for economic reasons or consolidation of the school district with one or more other school districts.

*Provided that such elimination is for reasons other than to discriminate against an individual teacher or teachers.

** It is acknowledged by both parties that, with proper notification, a probationary teacher may be laid off, if necessary, to facilitate the return to active teaching status of a tenured and/or more senior teacher from a leave of absence previously obtained under the terms of this Agreement.

- B. No teacher shall be laid off without sixty (60) days prior notification.

- C. The teacher(s) in the specific position(s) being reduced or eliminated shall be the teacher(s) notified of lay off. A teacher notified of lay off shall have the right to replace another member of the bargaining unit who is the least senior teacher with the teacher's certification or accepts placement in a vacancy for which he/she is certified.* Exempt from lay off or being bumped from the bargaining unit shall be the three (3) members of the Association Grievance Committee, the five (5) members of the Association Negotiations Committee, and the President and President-Elect of the Association provided position(s) remain in the bargaining unit for which such members are certified and qualified as defined in this section.

*Teachers who opt to exercise such replacement or placement rights as herein outlined must meet qualifications as below in subject areas indicated:

1. 7th and 8th Grade: Major or Minor

- | | | |
|----------|-----------------------|--------------------|
| a. Music | c. Physical Education | e. Industrial Arts |
| b. Art | d. Foreign Language | f. Home Economics |

2. Elementary (K-6) Major or Minor

- | | |
|----------|-----------------------|
| a. Music | b. Physical Education |
|----------|-----------------------|

- D. Seniority shall be computed from the last date of hire and shall be defined to mean the amount of time continuously employed as a member of the bargaining unit. Time spent on leave or on lay off shall not be construed as a break in continuous service and seniority shall continue to accrue unless otherwise stated in this contract. The District shall prepare and present to the Association a current seniority list of bargaining unit members prior to October 15 of each year. Accompanying the name of each teacher on the list shall be the date of last hire and each teacher's certification. With the exception of D-1 below, no person other than a member of the bargaining unit shall possess, retain or accrue seniority within the bargaining unit. In the event more than one teacher has the same first day of work, such seniority ties shall be broken by drawing lots. The Administration and the Association shall mutually determine the procedure to be utilized.

1. Administrators in the District, for purpose of salary schedule placement should a return to membership in the bargaining unit later be effected, shall receive full credit for all years of employment in the District but shall not be placed in any bargaining unit vacancy or position for which a teacher on lay off

is certified to fill. Should an administrator be returned to active teaching status, he shall be credited, for seniority purposes, with only those years during which he was a member of the bargaining unit.

- E. Changes in a teacher's certification after the first work day of the next school year following lay off shall not permit the teacher to be recalled by bumping.
- F. Teachers on lay off shall be recalled in order of seniority provided the teacher is certified and qualified as defined in Section C of this Article for the vacancy. Recall rights terminate in the event the teacher is not recalled within three (3) years of the effective date of layoff.
- G. The Board shall give written notice of recall from lay off by sending a certified letter to the teacher with a copy sent to the Association President. The teacher shall respond to the notice of recall within seven (7) calendar days of receipt. Refusal or acceptance of a position that is less than full time shall not affect a teacher's recall rights to a full time job.
- H. In the event that all laid off teachers have been recalled or a vacancy exists for which no laid off teacher is certified, the District will consider employing a laid off teacher from other school districts within the boundaries of the Intermediate School District or a contiguous Intermediate School District.

ARTICLE X CLASS SIZE

A. Because the pupil-teacher ratio is an important aspect of an effective educational program, the parties agree that class size adhere to the following guidelines for a single room:

- 1. Kindergarten and Early Elementary (Grades 1-3) 25 pupils
- 2. Later Elementary (Grades 4-6) 28 pupils
- 3. Special classes for all handicapped or mentally retarded children shall conform to the mandatory regulations of the State of Michigan Special Education Code.
- 4. Class size per teacher in the secondary schools shall be 28 students but, in no instance, be more than the equipment and facilities permit in such departments as Industrial Arts, Fine Arts, Homemaking, etc.
- 5. Kindergarten I 20 pupils
- 6. Remedial Reading 20 pupils

B. Exceptions to class size provisions as outlined in A above shall be as follows:

- 1. Where team teaching is used, class size shall be determined by the principal and teachers involved.
- 2. Elementary guidelines may be exceeded, where necessary, by up to three (3) students. However, whenever these guidelines are exceeded by more than three (3) students in any one class, or daily class load, the maximum shall be considered reached in that elementary class. Any new students to that class shall be assigned to other classrooms in contiguous or shuttle schools. In the event such schools have also reached their maximum, a half-time teacher aide shall be hired and assigned to the affected teacher.
- 3. Secondary guidelines may be exceeded where necessary by up to three (3) students with a maximum daily class load of 143 students.

4. Class size guidelines shall not apply to music ensembles, physical education classes or study hall.

- C. The parties recognize that children having special physical, mental and emotional problems may require specialized classroom experience and that their presence in regular classrooms may interfere with the normal instructional program and place extraordinary and unfair demands upon the teacher. Teachers believing that such students are assigned to their classes may request that these students be transferred and shall present arguments for such request to the Board. Upon determining that such students require specialized classroom experience, the Board will make every effort to place these students in the appropriate specialized classroom.

In the event special education students are mainstreamed into a regular classroom via the Individualized Educational Planning Committee (IEPC), the parties specifically agree that in each instance of such placement (Mainstreaming) as described herein, the "receiving" classroom teacher, the "sending" special education teacher, and other such special education personnel as are specified by law to serve on the IEPC shall be members of said committee and that decisions to mainstream a special education student into a regular classroom shall, in no instance, be by less than majority vote of the committee.

ARTICLE XI PROFESSIONAL COMPENSATION

- A. The salaries of teachers covered by this Agreement are set forth in Schedules A, A-I, and A-II, which are attached to and incorporated in this agreement. Each salary schedule shall remain in effect as appropriate during the term of this Agreement.
- B. In case it is necessary to request a teacher to take an extra period or periods of extended (more than ten (10) school days) consecutive teaching assignment(s), and the teacher agrees to same, such teacher shall be compensated during their preparation period: 1/6 of salary as pro-rated. The extra period means a period for which a teacher is unassigned. The teacher taking the extra period shall have this noted as a rider to his contract.
- C. Teachers requested to teach, travel or perform work assignments during their daily preparation period and, who voluntarily agree to said teaching or work assignments, shall be paid \$14.06 for the 1996-97 school year and \$_____ for the 1997-98 school year.
- D. Special Education teachers who are required to assist with academic scheduling shall be provided released time for this purpose. In the event this cannot be completed during the regularly scheduled school day, the teacher will be provided with compensatory time equal to time spent performing the scheduling.
- E. Teachers involved in voluntary extra duty assignments as assigned and approved by the Superintendent and set forth in Schedule C, which is attached to and incorporated in this agreement, shall be compensated in accordance with the provisions of this Agreement without deviation.
- F. Mileage Reimbursement: It shall be the policy of the Board of Education to reimburse all teachers at the mileage rate allowable under Internal Revenue Service regulations relative to business mileage expense. The effective rates for any given school year shall be the rate in effect on July 1, prior to the beginning of that school year.
- G. A long term substitute teacher (new bargaining unit member) shall, after the sixtieth (60th) work day in the same assignment, be paid on Step 1, BA salary degree level, and shall receive sick leave, personal leave, and fringe benefits as provided in the Master Agreement.

- H. Credits earned toward lateral placement on the salary schedule must be in a planned program and must be earned at an institution accredited as a teaching institution or transferable to such institutions. Clearance for such classes taken at a non-accredited institution must be obtained prior to taking such credits in a planned program.

ARTICLE XII
PAID LEAVE

- A. Sick leave of ten (10) days at the beginning of every school year shall be credited to the sick leave account of each teacher. This benefit will be pro-rated for teachers hired after the beginning of the school year at the rate of one (1) day per month. Each teacher shall be entitled to unlimited days accumulation of the unused portion of each year's sick leave which shall be available in future years.

Sick leave shall be granted in accordance with the schedule specified herein, subject to the following conditions:

1. Personal illness and/or disability.
 2. Illness and/or disability in the immediate family. Illness in the immediate family as listed above shall be when there is a moral obligation on the part of the employee to be with such member of his family. This shall not be interpreted as to allow the employee to be with someone as a nurse or in attendance of a sick member of the family which can be done by someone else. The Board reserves the right to review each case.
 3. Absence by exposure to contagious diseases.
- B. Bereavement: Utilization of such leave shall be for the purpose of attending the funeral or making funeral arrangements in the case of the death of teacher's father, mother, father-in-law, mother-in-law, spouse, children, brother, sister, brother-in-law, sister-in-law, grandparents or grandchildren. This leave shall be for a maximum of five (5) days.
- C. Funerals: One day leave shall be granted for attending funerals for persons other than in the immediate family. One additional day shall be granted for attending funerals held more than 200 miles from Muskegon.
- D. Jury Duty: When on jury duty the teacher shall submit to the school his full jury pay less mileage and meals (the difference between costs and wages). The school will pay the school wages of the teacher in full. Jury duty after school hours will have the jury pay for that period going to the teacher. The teacher will turn in a record of time served and accounting of jury pay due the school.
- E. Witness: An appearance as a witness in a case connected with the teacher's employment by the school, or in support of litigation initiated by the school.
- F. Illness or disability associated with pregnancy, miscarriage, abortion or childbirth shall be treated as any other illness or disability.
- G. The parties agree that there may be personal conditions or circumstances which may require teacher absenteeism for other reasons than heretofore mentioned. At the beginning of each school year, each teacher shall be eligible for three (3) days.
1. Unused days shall be added to the teacher's accumulated sick days.

2. Teachers desiring to use such leave shall submit their request on the application form (provided by the Board) at least five (5) working days in advance of the anticipated absence except in cases of emergency. This form must be filed with the principal or immediate supervisor.
3. Restrictions: The intent of these days is not to extend a recess. Recess shall be defined as Labor Day, Thanksgiving Recess, Christmas Recess, Spring Recess, Memorial Day, Mid-Winter Recess, and Good Friday. Summer is considered to be a break, however, it cannot be extended through the use of personal days. If a day otherwise prohibited by Article XII, Section G-3, is needed for an emergency, the building administrator must be notified as soon as possible by the teacher and provided the reason for such emergency. It is further understood that these days may not be used during the first or last week of a semester.
4. The number of teaching personnel in each building who may be absent on any given day for personal leave is limited as follows:

High School	5	Middle School	5
Central	3	Reeths-Puffer Elementary	3
Twin Lake	3	Duck Creek & Pennsylvania	3
McMillan	3		

In cases of unavoidable conflict, the teacher shall request and the building principal may grant exceptions.

5. New teachers shall be eligible on the following pro-rated system:
 - a. Teacher hired at the beginning of the school year - post 3 days.
 - b. Teacher hired after ninth (9th) week of first semester - post 2 days.
 - c. Teacher hired at the beginning of the second semester - post 1-1/2 days.
 - d. Teacher hired after the ninth (9th) week of the second semester - post 1 day.

H. Approved visitation at other schools or attendance at educational conferences or conventions for which approval has been given in advance.

I. Association Leave Days

1. At the beginning of each school year, the Association shall be credited with fifty (50)* school days to be used by teachers who are officers or agents of the Association, such use to be at the discretion of the Association.
2. The Association President or his designated representative shall notify the Board no less than the day prior to the date for intended use of said leave unless otherwise mutually agreed to.
3. Association leave days may be taken in either whole or half day segments and, in either case, use of such days will be appropriately subtracted from the credited amount.

*Twenty (20) of these days shall be made available to the Association without cost and thirty (30) with the understanding that the Board be reimbursed moneys expended to cover salary costs of substitutes employed during the absence of Association officers or agents.

J. Any teacher who is absent from work due to a compensable injury under Michigan Workers Compensation Law shall be entitled to exercise one of the following options:

1. Receive such disability benefits as provided by law, or:

2. Receive such benefits as described immediately above and pro-rated deduction from sick leave accumulated by the individual necessary to maintain regular salary.

ARTICLE XIII
UNPAID LEAVES OF ABSENCE

- A. Unpaid leaves of absence may be granted for the following purposes. Seniority will not accrue and the teacher will not advance on the salary schedule unless specifically stated.

Any teacher whose personal illness extends beyond the period compensated under Article XII shall be granted a leave of absence without pay for such time as is necessary for complete recovery from such illness. The teacher, upon return from such leave, shall be returned to his/her former position or to a position of like nature and status. Seniority shall continue to accrue for a period of one (1) year.

- B. Teachers who have been employed for seven (7) years may be granted a sabbatical leave for one year.

1. A teacher, upon return from a sabbatical leave, shall be restored to his/her former position or to a position of like nature, seniority and status. Any period spent on sabbatical leave shall be treated as teaching service for purpose of applying seniority and the salary schedule set forth in Schedule A of this agreement. A teacher will receive no wages or fringe benefits while on sabbatical leave.

At no time shall more than 2% of the total staff be on sabbatical.

- C. Teachers who may be elected President or Vice-President of their state or national Association should, upon proper application, be given two years leave of absence without pay for the purpose of performing duties for the Association. Teachers given leaves of absence without pay shall receive credit toward annual salary increment on the schedule appropriate to their rank. The teacher, upon return from such leave, shall be returned to his/her former position or to a position of like nature and status.
- D. Military leaves of absence shall be granted to any teacher who shall be inducted or shall enlist in lieu of being inducted, for full time military duty to any branch of the Armed Forces of the United States. Teachers on military leave will be given the benefits of any increments which would have been credited to them had they remained in active service to the school system. A teacher completing his military service must return to the system no later than the law allows, following his discharge, or forfeit his rights under this clause. He may return during the school year if there is an opening available for which he is qualified. Teachers required to fulfill annual training duty with reserve units, which conflict with the school calendar, shall be given leave without pay. Experience in military service will be given only to those whose teaching career was interrupted while in this system.
- E. A leave of absence not to exceed four (4) years shall be granted to any teacher upon application for the purpose of campaigning for, or service in, a public office. Upon return from such leave, a teacher shall be placed in the first available position. No seniority or salary increment shall accrue.
- F. A teacher shall be entitled, upon request, to a parental leave of absence, without pay, for up to two (2) years. Such leave shall commence immediately after the birth of a child, receives de-facto custody of an infant child, receives custody of a minor child or, prior to receiving custody of said infant or minor child if such is necessary, as determined by the teacher, to fulfill the requirements of adoption. A request for leave shall include the beginning and anticipated ending date of the leave. The request for leave must be submitted to the Superintendent of Schools sixty (60) days prior to commencement of leave or ninety (90) days prior to the end of the school year, whichever comes first; and in cases of child adoption or the death of either parent, whenever possible. After notifying the district of a desire to return to active employment, the teacher shall be assigned his/her former position or, if the former position is no longer open, to a position of like nature for

which the teacher is certified to fill. During said leave, seniority will not accrue nor shall the teacher be advanced on the salary schedule.

- G.
1. In addition to the leaves provided elsewhere in this Article, the Board may grant written requests for leaves of absence of at least one (1) semester but not to exceed two (2) semesters without pay and fringe benefits. The written application shall include the purpose for such leave request and the anticipated duration of the leave.
 2. At least thirty (30) calendar days prior to the expiration date of the leave, the teacher must give written notice of intent to return to his/her position by certified mail. Failure of an individual to provide such timely notice shall be deemed a violation of this provision. A teacher providing such timely notice shall be returned to the same or another position for which he/she is certified and qualified, with the term qualified being as defined according to Article IX of this Agreement.
- H. A teacher may request a leave of absence under the provisions of the Family and Medical Leave Act of 1993 (FMLA) of up to twelve (12) weeks in any school year. Such leave shall be granted by the Board in accordance with the provisions of the Act and may be required to run concurrently with any other paid leave available to the teacher making the request. Seniority and group health plan benefits shall continue to accrue during such leave period. These leaves are subject to and administered in accordance with the FMLA and FMLA rules and regulations.

ARTICLE XIV STUDENT DISCIPLINE AND TEACHER PROTECTION

- A. Whenever it appears that a particular pupil requires the attention of special counselors, social workers, law enforcement personnel, physician, or other professional persons or whenever it appears that the presence of a particular student in the class will impede the education of the balance of the class because of disruptions caused by said student, the Board will relieve the teacher of responsibilities with respect to said pupil until needed improvements and corrections can be made. The Association recognizes that, in a large measure, the teacher's effectiveness in the classroom is governed by his ability to control the student.
- B. A teacher may exclude a pupil from one class period in secondary school or until recess or noon or evening break in elementary school 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, either as promptly as his teaching obligations will allow or no later than the end of the school day, full particulars of the incident in writing. The pupil shall not be returned to class until after consultation by the principal with the teacher, subject to due process requirements.
- C. Any case of assault upon a teacher related to his employment by the district shall be promptly reported to the Board or its designated representative. The Board will provide the teacher with the Board's contracted legal counsel to advise the teacher of his rights and obligation with respect to such assault and shall promptly render all reasonable assistance to the teacher in connection with handling of the incident by law enforcement and judicial authorities.
- D. Under no circumstances shall any teacher be required or requested by the Board or any agent thereof to transport students in an automobile or other motor vehicle that is the personal property of the teacher.
- E. Time lost by a teacher in connection with any incident mentioned in paragraph C and D above shall not be charged against the teacher, providing the teacher's actions were in conformance with existing school policies.

- F. The Board will reimburse teachers for any non-negligent loss, damage or destruction of clothing or personal property of the teacher while on duty in the school or on school premises if such loss or damage is the result of student attack upon the teacher or results from student resistance to reasonable discipline or physical restraint by the teacher.

ARTICLE XV
TEACHER EVALUATION

- A. All formal/written monitoring or observation of the work of a teacher shall be conducted in person and with the full knowledge of the teacher.
- B. Teacher evaluation shall be by formal/written observation. No formal/written/observation shall be for less than thirty (30) minutes. At least one (1), but not more than three (3) formal/written observations shall result in a formal/written evaluation document presented to each teacher evaluated. Informal visitations are permissible to the administration at anytime.
- C. No formal/written observation shall unduly interfere with the teaching-learning process. Each observation shall be preceded by not less than twenty-four (24) hours notice.
- D. Each teacher, upon his/her employment or at the beginning of the school year, whichever is later, shall be appraised of the specific criteria on which he/she will be evaluated. The criteria shall be limited to the following areas:
1. Knowledge of subject matter.
 2. Techniques of instruction.
 3. Classroom management.
 4. Relationships with pupils, parents and professional colleagues.
 5. Each area not observed shall be deemed satisfactory.

The Board and the Association recognize that the ability of pupils to progress and mature academically is a combined result of school, home, economic, and social environment and that teachers alone cannot be held accountable for all aspects of the academic achievement of the pupil in the classroom. Standardized test results of academic progress of students shall not be used in any way as evaluative of the quality of a teacher's service or fitness for retention.

- E. Each teacher may voluntarily elect their evaluation include one or more of the following areas:
1. Appearance
 2. Attendance
 3. Professional Development
 4. Committee Work

The Association and Board of Education may by mutual agreement change the evaluation process and the evaluation form. When changes are made and agreed to, they will be presented to the membership within ten (10) calendar days.

- F. Teaching assignments outside the teacher's area of certification shall not be evaluated.
- G. Written/formal evaluations shall be by personal observation in the classroom, conducted by the teacher's immediate supervisor(s) or mutually agreed upon district administrator(s).
- H. All formal/written observations shall be reduced to writing and given to the teacher within ten (10) school days of the classroom observation(s). If an administrator believes a teacher is doing unacceptable work, the

reasons therefore shall be set forth in specific terms and shall identify specific ways in which the teacher is to improve and the assistance to be given by the administration. In subsequent observation reports, failure to again note a prior specific deficiency which was repeated and observed shall be interpreted to mean that adequate improvement has taken place.

- I. Following such formal/written evaluation, which shall include a conference with the evaluator, the teacher shall sign and be given a copy of the evaluation report prepared by his evaluator. In no case shall the teacher's signature be construed to mean that he/she necessarily agrees with the contents of the evaluation. A teacher may submit a self evaluation if desired or if he disagrees with the evaluation, submit a written response within ten (10) calendar days which shall be attached to the file copy of the evaluation in question. All formal/written evaluations are to be placed in the teacher's personnel file.
- J. At least 60 days before the close of each school year the controlling board shall provide the probationary teacher with a definite written statement as to whether or not his work has been satisfactory. Failure to submit a written statement shall be considered as conclusive evidence that the teacher's work is satisfactory. Any probationary teacher or teacher not on continuing contract shall be employed for the ensuing year unless notified in writing at least 60 days before the close of the school year that his services will be discontinued. This shall not apply to staff reduction.

The controlling board of the probationary teacher's employing school district shall ensure that the teacher is provided with an individualized development plan developed by appropriate administrative personnel in consultation with the individual teacher and that the teacher is provided with at least an annual year end performance evaluation each year during the teacher's probationary period. The annual year end performance evaluation shall be based on, but is not limited to, at least 2 classroom formal/written observations held at least 60 days apart, unless a shorter interval between the 2 classroom observations is mutually agreed upon by the teacher and the administration, and shall include at least an assessment of the teacher's progress in meeting the goals of his or her individualized development plan.

- K. The Board shall ensure a teacher on continuing tenure is provided with a performance evaluation at least once every three (3) years and, if the teacher has received a less than satisfactory performance evaluation, the school district shall provide the teacher with an individualized development plan developed by appropriate administrative personnel in consultation with the individual teacher. The performance evaluation shall be based on, but is not limited to, at least 2 classroom observations conducted during the period covered by the evaluation and, if the teacher has an individualized development plan, shall include at least an assessment of the teacher's progress in meeting the goals of his or her individualized development plan.
- L. Each teacher's evaluation shall include at the conclusion of the report, the statement: "Considering all factors, the work performance of this teacher is ____satisfactory; ____unsatisfactory (check one)."

ARTICLE XVI GRIEVANCE PROCEDURE

- A. A claim by a teacher, group of teachers, or the Association that there has been a violation, misinterpretation or misapplication of any provision of this Agreement may be processed as a grievance as hereinafter provided.
- B. In the event that a teacher believes there is a basis for a grievance, he shall first discuss the alleged grievance with his building principal accompanied by his Association representative within fifteen (15) working days of the occurrence or knowledge of the alleged violation, misinterpretation or misapplication.
- C. If, as a result of the informal conference with the building principal, an alleged grievance still exists, the teacher may invoke the formal grievance procedure through the Association within five (5) work days of the

informal discussion with the principal, on the form set forth, signed by the grievant and a representative of the Association, which form shall be available from the Association representative in each building. A copy of the grievance form shall be delivered to the principal. If the grievance involves more than one school building, it may be filed with the Superintendent or a representative designated by him.

- D. Within five (5) working days of receipt of the grievance, the principal shall meet with the Association in an effort to resolve the grievance. The principal shall indicate his disposition of the grievance in writing within five (5) working days of such meeting and shall furnish a copy thereof to the Association.
- E. If the Association is not satisfied with the disposition of the grievance or if no disposition has been made within five (5) working days of such meeting, the grievance shall be transmitted to the Superintendent. Within seven (7) working days, the Superintendent or his designee shall meet with the Association on the grievance and shall indicate his disposition of the grievance in writing within five (5) working days of such meeting and shall furnish a copy thereof to the Association.
- F. If the Association is not satisfied with the disposition of the grievance by the Superintendent or if no disposition has been made within the time period provided in E., the Association shall submit a demand for arbitration to the American Arbitration Association within fifteen (15) working days.

The arbitrator shall be selected by the American Arbitration Association (AAA) in accord with its rules which shall likewise govern the arbitration proceeding. The Board and the Association shall not be permitted to assert in such arbitration and proceeding any ground 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 the Agreement. Both parties agree to be bound by the award of the arbitrator and agree that judgment therein may be entered in any court of competent jurisdiction.

- G. The fees and expenses of the arbitrator shall be shared equally by the parties.
- H. If any probationary or tenure teacher for whom a grievance is sustained shall be found to have been unjustly discharged or unjustly denied renewal of his contract, he shall be reinstated with full reimbursement of all professional compensation lost. If any teacher shall have been found to have been improperly deprived of any professional compensation or advantage, the same or its equivalent in money shall be paid to him.
- I. The limits provided in this Article shall be strictly observed but may be extended by written agreement of the parties. In the event a grievance is filed after May 15th of any year and strict adherence to the time limits may result in hardship of any party, the Board shall use its best efforts to process such grievance prior to the end of the school term or as soon thereafter as possible.
- J.
 - 1. Notwithstanding the expiration of this Agreement, any claim or grievance arising thereunder may be processed through the grievance procedure until resolution.
 - 2. It is understood and agreed by the parties that the evaluation procedure, as set forth, is subject to the grievance procedure. It is expressly understood that the resulting evaluation of the probationary teacher and the criteria used to evaluate the probationary teacher are not subject to the grievance or arbitration procedures.
- K. The grievance report form, Appendix IV, shall be the instrument utilized by the parties when utilizing the grievance procedure as outlined in Article XVI.

ARTICLE XVII COMMUNICABLE DISEASE

It is recognized that the formulation of a policy dealing with communicable diseases is a concern of both the Board of

Education and the Reeths-Puffer Education Association. A committee to develop the policy dealing with communicable diseases will be established involving representatives of both the Board of Education and the Reeths-Puffer Education Association.

ARTICLE XVIII
RETIREMENT

- A. The Board shall not adopt nor impose any policy regarding the requirement age of teachers which is in conflict with the provisions of this Agreement or State or Federal Law.
- B. Any teacher upon retirement from the Reeths-Puffer School District and after ten (10) years of service shall be entitled to the following rate of reimbursement for accumulated sick days.

First 100 days (1 - 100)	\$	5.00 per day
Next 50 days (101 - 150)		7.50 per day
Next 50 days (151 - 200)		10.00 per day
Next 50 days (201 - 250)		12.50 per day
Next 50 or more days (251 plus)		15.00 per day

A teacher will be entitled to a 50% bonus on the total amount entitled for unused sick days, provided that written notice of intent to retire is submitted to the Superintendent nine (9) months or more before the date of retirement.

- C. In the event of the teacher's death while still in the employ of the district, accrued monies shall be paid to the teacher's spouse or designated beneficiary.
- D. Early Retirement
 - 1. Any teacher at the top of any salary degree column, including or excluding longevity with twenty (20) years of service at Reeths-Puffer or is eligible for retirement under Michigan Public School Retirement System may elect retirement from the Reeths-Puffer School District. The teacher shall receive the following benefits. Benefits will be available for a maximum of ten (10) years.
 - a. The Board shall fully cover the cost of health insurance not covered by the state retirement program, including the cost of Medicare Part B premiums.
 - b. The Board shall provide without cost, MESSA negotiated \$30,000 term life insurance and waiver of premium (WOP).
 - c. The Board shall pay the teacher such sums as follows:
 - 1. Three thousand five hundred dollars (\$3,500) thirty (30) days after their last work day the first year of retirement.
 - 2. One thousand five hundred dollars (\$1,500) each year for nine (9) additional years thereafter on the same date.
 - 2. Conditions affecting the payment of retirement benefits:
 - a. In order to be eligible for retirement benefits, a teacher must retire at least one full school year earlier than the age he/she becomes eligible for full retirement social security benefits.

- b. Yearly payments shall continue each anniversary date up to and including the school year in which the teacher becomes eligible for full retirement social security benefits, at which time such payments shall cease. All payments are not to exceed a maximum of ten (10) years.
 - c. Insurance benefits shall terminate at the end of the month the teacher becomes eligible for full retirement social security benefits, whichever occurs first or up to a maximum of ten (10) years.
 - d. Employees retiring under this provision shall only receive those benefits as provided under the retirement plan in effect at the time of the employee's retirement.
 - e. In the event of the death of the retired bargaining unit member before the expiration date of benefit(s) such benefit(s) shall continue to be provided to the spouse only until the regularly scheduled date of benefit termination.
3. A teacher desiring to take advantage of this section must submit his/her intent in writing to the Superintendent of Schools prior to August 1, of the school year retirement will take place.

ARTICLE XIX
MISCELLANEOUS PROVISIONS

- A. The Board agrees at all times to maintain an adequate list of substitute teachers. Teachers shall be informed of a telephone number they may call before 7:00 A.M. to report unavailability for work. Once a teacher has reported unavailability, it shall be the responsibility of the administration to arrange for a substitute teacher.
- B. This agreement shall supersede all previous policies adopted by the Board or past practices affecting the Association which are contrary to or inconsistent with its terms, except as mutually agreed to by the Board and the Association through subsequent negotiations. All such previous policies adopted by the Board and all such past practices affecting the Association pursuant to this provision are no longer in effect.
- C. Copies of the Agreement shall be published at the expense of the Board and presented to all teachers now employed or hereafter employed by the Board.
- D. If any provision of this Agreement or any application of the Agreement to either party 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.
- E. It is contemplated that matters not specifically covered by this Agreement but of common concern to the parties shall be subject to professional negotiations between them from time to time during the period of this Agreement by mutual consent of both parties and only by mutual consent. The parties undertake to cooperate in arranging meetings, selecting representatives for such discussions, furnishing necessary information and otherwise constructively considering and resolving any such matters.
- F. In the event the Board finds it necessary to operate on a one-half day schedule, salary, hours, and terms are to be reopened to negotiations.
- G. Any classes offered at Reeths-Puffer High School as of September 1, 1985, will not be offered to Reeths-Puffer High school students in a consortium or cooperative program without prior approval of the Reeths-Puffer Education Association.

- H. Any material of a negative nature more than four (4) years old will be expunged from the teacher's file. The exception will be behavior of a recurring nature. The teacher must request in writing the removal of said material.
- I. In the event a building is not open to students, teachers shall report, even if delayed, to their building administrator for assignment.
- J. In the event that during the life of this Agreement, it becomes lawful for the purpose of state membership aid 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 severe storms, fires, epidemics, or health conditions, it is agreed that the teacher shall be excused from reporting to duty without loss of pay. Days lost due to school closings under this eventuality shall not be re-scheduled, unless otherwise required by state laws to qualify for state aid. In the event that the present law pertaining to the make-up of "Act of God Days" is changed to reflect the rules and regulations in effect prior to September, 1986, the calendar will revert to past calendar standards (180 student days and 184 teacher work days).
- K. The Reeths-Puffer Education Association provides assurance that members will work added minutes/days as required by the school code and any changes during the duration of this contract.

ARTICLE XX
DURATION OF AGREEMENT AND RETROACTIVITY OF AGREEMENT

This Agreement shall be effective as of September 1, 1995, and shall continue in effect until August 31, 1998. This Agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated. Wages shall be paid retroactive to the start of the school year.

THE EDUCATION ASSOCIATION

By Beverly L. Hilbert
President

By Lita Charland
Secretary

By Gerald Van Timmeren
Chairman, Negotiating Committee

THE BOARD OF EDUCATION

By Phyllis Miller
President

By Caryl Halbowski
Secretary

By Don Underwood
Member

Dated this 9th day of September 1996.

**REETHS-PUFFER SCHOOLS
1995-96 SALARY SCHEDULE**

SALARY SCHEDULE A

<u>STEP</u>	<u>INDEX</u>	<u>BA</u>	<u>(1.02) BA+20</u>	<u>(1.07) MA</u>	<u>(1.09) MA+15</u>	<u>(1.11) MA+30</u>
1	1.0	28,368	28,935	30,354	30,921	31,488
2	1.05	29,786	30,382	31,872	32,467	33,062
3	1.10	31,205	31,829	33,389	34,013	34,637
4	1.15	32,623	33,275	34,907	35,559	36,211
5	1.20	34,042	34,722	36,425	37,105	37,786
6	1.25	35,460	36,169	37,943	38,651	39,360
7	1.30	36,878	37,616	39,460	40,197	40,934
8	1.35	38,297	39,062	40,978	41,743	42,509
9	1.40	39,715	40,509	42,496	43,289	44,083
10	1.45	41,134	41,956	44,013	44,835	46,658
11	1.50	42,552	43,403	45,531	46,382	47,232
12	1.55	43,970	44,849	47,049	47,928	48,806
13	1.60	45,389	46,296	48,566	49,474	50,381

Longevity Schedule: Applies to accumulated years of service allowed by Reeths-Puffer Schools (including years transferred into this system). The percentage is based on the 13th step salary in each case.

14	1.02	46,297	47,222	49,537	50,463	51,389
15	1.03	46,751	47,685	50,023	50,958	51,892
16-17	1.04	47,205	48,148	50,509	51,453	52,396
18-19	1.05	47,658	48,611	50,994	51,948	52,900
20-21	1.06	48,112	49,074	51,480	52,442	53,404
22-23	1.07	48,566	49,537	51,966	52,937	53,908
24-25	1.08	49,020	50,000	52,451	53,432	54,411
26-27	1.09	49,474	50,463	52,937	53,927	54,915
28-29	1.10	49,928	50,926	53,423	54,421	55,419
30	1.11	50,382	51,389	53,908	54,916	55,923

Teachers State Retirement will not be deducted from the salary but will be paid directly by the Board of Education.

**REETHS-PUFFER SCHOOLS
1996-97 SALARY SCHEDULE**

SALARY SCHEDULE A-II

<u>STEP</u>	<u>INDEX</u>	<u>BA</u>	<u>(1.02) BA+20</u>	<u>(1.07) MA</u>	<u>(1.09) MA+15</u>	<u>(1.11) MA+30</u>
1	1.0	28,935	29,514	30,960	31,539	32,118
2	1.05	30,382	30,990	32,508	33,116	33,724
3	1.10	31,829	32,465	34,056	34,693	35,330
4	1.15	33,275	33,941	35,604	36,270	36,936
5	1.20	34,722	35,417	37,152	37,847	38,542
6	1.25	36,169	36,893	38,700	39,424	40,148
7	1.30	37,616	38,368	40,248	41,001	41,753
8	1.35	39,062	39,844	41,796	42,578	43,359
9	1.40	40,509	41,320	43,344	44,155	44,965
10	1.45	41,956	42,795	44,892	45,732	46,571
11	1.50	43,403	44,271	46,440	47,309	48,177
12	1.55	44,849	45,747	47,988	48,885	49,783
13	1.60	46,296	47,222	49,536	50,462	51,389

Longevity Schedule: Applies to accumulated years of service allowed by Reeths-Puffer Schools (including years transferred into this system). The percentage is based on the 13th step salary in each case.

14	1.02	47,222	48,166	50,527	51,471	52,417
15	1.03	47,685	48,639	51,022	51,976	52,931
16-17	1.04	48,148	49,111	51,517	52,480	53,445
18-19	1.05	48,611	49,583	52,013	52,985	53,958
20-21	1.06	49,074	50,055	52,508	53,490	54,472
22-23	1.07	49,537	50,528	53,004	53,994	54,986
24-25	1.08	50,000	51,000	53,499	54,499	55,500
26-27	1.09	50,463	51,472	53,994	55,004	56,014
28-29	1.10	50,926	51,944	54,490	55,508	56,528
30	1.11	51,389	52,416	54,985	56,013	57,042

Teachers State Retirement will not be deducted from the salary but will be paid directly by the Board of Education.

One percent (1%) of the 1995-96 salary will be paid in December as a signing bonus.

SALARY SCHEDULE A-III

1997-98 SALARY SCHEDULE

The increase in compensation schedule for the 1997-98 school year shall be equal to the increase in the base foundation grant for the district, expressed as a percentage, but in no event shall be less than 2% nor more than 2.5% on the B.A. base.

FRINGE BENEFITS

SALARY SCHEDULE B

A. The Board shall provide without cost to the full-time teachers MESSA Super Med 1 health insurance protection for a full twelve month period for the teacher and his eligible dependents as defined by MESSA through August 1996; and MESSA PAK (Super Med I) effective September 1, 1996, and will continue through 1996-97 and 1997-98 school years.

The MESSA-PAK Plan A includes the following:

1. Super Med 1 (includes \$5,000 AD&D basic term life)
2. Negotiated Term Life Insurance to each teacher in the amount of \$30,000 with AD&D coverage that will be paid to the teacher's designated beneficiary(s).
3. Negotiated Long Term Disability 50%
\$4,500 Maximum Monthly Income Benefit
\$9,000 Maximum Eligible Salary
90 Calendar Days Modified Fill
Maternity Coverage - yes
Freeze on Offsets - yes
Pre-existing Condition Waiver - yes
Alcoholism/Drug Addition - same as any other illness
Mental/Nervous Condition - same as any other illness
Cost of Living Benefit
2 year own occupation

Benefits shall begin after the later of 1) exhaustion of the bargaining unit member's accumulated sick leave, 2) expiration of ninety (90) calendar days of disability accumulation in any twelve (12) consecutive months. (Only the last three (3) days of the waiting period need to be consecutive and for the same condition.)

4. Vision (plan year is July to July): VSP-3 (for all teachers and their eligible dependents)
5. Delta Dental Group Auto Plus 100: 90/90/90: \$1,500 (\$1,000 class I & II Maximum)
(plan year is July to July) for the teacher and his/her eligible dependents as defined by MESSA.

B. Employees not wishing health insurance subsidy through the school may apply the equivalent of an individual employee's single subscriber premium toward any of the MESSA sponsored options. This is MESSA PAK PLAN B as follows:

1. Negotiated Long Term Disability 50% same as Plan A
2. Negotiated Life: \$30,000 with AD&D
3. Vision (plan year is July to July): VSP 3
4. Delta Dental Group Auto Plus 100: 90/90/90: \$1,500 (\$1,000 Class I & II Maximum)
(plan year is July to July)

C. Conditions affecting all Board subsidized insurance programs.

1. Daily substitute teachers shall not be eligible for subsidies.
2. Part-time teachers shall be eligible for monthly pro-rated Board subsidies for each insurance program outlined in this schedule as follows:

<u>Teacher employed:*</u>	<u>Board Subsidy:</u>
a. 4.5 to 5 hours a day and 22.5 to 25 hours per week	Full
b. 3.5 to less than 4.5 hours a day and less than 22.5 but at least 17.5 hours per week	Three-quarters
c. 2.5 to less than 3.5 hours a day and less than 17.5 but at least 12.5 hours per week	One-half
d. Less than 2.5 hours per day or 12.5 hours per week	None

*Includes all daily preparation time as appropriately pro-rated.

3. Casual employees (long-term substitutes):
 - a. First sixty (60) work days of employment None
 - b. After sixty (60) work days of employment Full*

*If employed less than full-time, pro-rated benefits as outlined in 2 immediately above.

4. In the event that a teacher has exhausted paid sick leave, insurance benefits shall continue uninterrupted for a period not to exceed one (1) year beyond the time the teacher's sick bank is exhausted.
5. In the event a teacher is terminated or resigns during the school year, insurance benefits shall be continued through the month following the month that such termination or resignation occurs.
6. In the event a teacher dies during the school year and providing the policy permits continued coverage, the Board shall continue payments of applicable premiums through the following August 31st. If the teacher dies after the completion of the school year and providing the policy permits continued coverage, the Board shall continue payments of applicable premiums through August 31st that year.
7. While on layoff, a teacher will have the option to remain an active participant in selected insurance programs herein outlined by contributing thereto the full amount for such coverage. Monies for coverage may also be paid in equal monthly installments, but such installments shall be forwarded to the Board in sufficient time to allow the Board to meet payment procedures as determined by the insurance carrier. Failure to forward the installments in a timely manner may result in cancellation of the selected insurance plan(s).
8. The Board shall make payment of insurance premiums for all teachers who completed their contractual obligation to assure insurance coverage for the July 1 through August 31, periods that fall within the duration of this Agreement. Open enrollment periods shall be jointly established by the Board, the Association and the Insurance Company representative, including opportunities for summer pre-enrollment and fall open enrollment.

SCHEDULE C - EXTRA CURRICULAR

Base salary is the BA base at Step 1.

		Step 1	Step 2	Step 3	Step 4
Varsity	Baseball	11.0	11.5	12.5	13.5
JV	Baseball	9.0	9.5	10.0	10.5
Varsity	Basketball	15.0	15.5	16.5	17.5
Junior Varsity	Basketball	10.0	10.5	11.0	11.5
9th	Basketball	8.5	9.0	9.5	10.0
8th	Basketball	6.5	7.0	7.5	8.0
7th	Basketball	6.5	7.0	7.5	8.0
Varsity	Cheerleading	13.0	13.5	14.5	15.5
JV	Cheerleading	8.5	9.0	9.5	10.0
9th	Cheerleading	7.0	7.5	8.0	8.5
7th/8th	Cheerleading	7.5	8.0	8.5	9.0
Head Varsity	Cross Country	9.0	9.5	10.5	11.5
Asst. Varsity	Cross Country	7.0	7.5	8.0	8.5
Head Varsity	Football	15.0	15.5	16.5	17.5
Asst. Varsity	Football (2)	10.0	10.5	11.0	11.5
Head JV.	Football	10.0	10.5	11.0	11.5
Asst. JV.	Football	8.5	9.0	9.5	10.0
Head 9th	Football	8.5	9.0	9.5	10.0
Asst. 9th	Football	7.0	7.5	8.0	8.5
Head 8th	Football	7.0	7.5	8.0	8.5
Asst. 8th	Football	6.5	7.0	7.5	8.0
Varsity	Golf	8.0	8.5	9.5	10.5
Varsity	Soccer	11.0	11.5	12.5	13.5
JV	Soccer	9.0	9.5	10.0	10.5
Varsity	Softball	11.0	11.5	12.5	13.5
JV	Softball	9.0	9.5	10.0	10.5
Head Varsity	Tennis	10.0	10.5	11.5	12.5
Asst. Varsity	Tennis	7.5	8.0	8.5	9.0
Head Varsity	Track	11.0	11.5	12.5	13.5
Asst. Varsity	Track	8.5	9.0	9.5	10.0
Head Middle School	Track	7.0	7.5	8.0	8.5
Asst. Middle School	Track	6.5	7.0	7.5	8.0
Varsity	Volleyball	12.0	12.5	13.5	14.5
JV	Volleyball	8.5	9.0	9.5	10.0
9th	Volleyball	6.5	7.0	7.5	8.0
8th	Volleyball	6.5	7.0	7.5	8.0
7th	Volleyball	6.5	7.0	7.5	8.0
Head Varsity	Wrestling	14.5	15.0	16.0	17.0
Asst. Varsity	Wrestling	9.5	10.0	10.5	11.0
Head Middle school	Wrestling	7.0	7.5	8.0	8.5
Asst. Middle school	Wrestling	6.5	7.0	7.5	8.0

EXTRA-CURRICULAR SCHEDULE - SCHEDULE C

Base salary is the BA base at Step 1

Band Director	14.5	Sr. High Science Olympiad	14.5
Assistant Band Director	7.8	Middle School Science Olympiad	7.0
Middle school Band Director	6.2		
Sr. High Chorus	6.2	Sr. High Yearbook	7.8
Middle School Chorus	4.7	Middle School Yearbook	5.5
High School Student Council	5.5	Gymnastics	9.4
H.S. Student Council Asst.	3.1	Pom-Pon Girls	3.6
Middle School Student Council	5.5		
Sr. Class Advisor	4.7	High School Play	3.3
Sr. Class Assistant	3.1	Debate - Forensics	7.8
Jr. Class Advisor	3.9	Varsity Show	3.3
Jr. Class Assistant	2.3		
Sophomore Class Advisor	2.3	School Store Advisor	3.3
Sophomore Assistant	1.6	High School Paper	4.7
Honor Society	2.3	Team Leader	4.5

Board will fill vacancies in Schedule C positions from within its own teaching staff whenever possible. When the Board employs an extra-curricular employee outside of the regular staff, the Board shall pay a rate mutually agreed upon between the Board and the employee. This rate shall not exceed the rate adopted in Schedule C. The following factors shall be given consideration:

- Prior experience in education
- Identified special requirements of the position
- Academic preparation
- Professional development training, i.e. in-service, workshops, conferences

All summer teaching assignments (June through August) paid out of general operating funds (excludes Community Schools, summer work under contract, federally funded programs) shall be paid \$21.55 per hour during 1997 and \$ _____ during 1998.

The salary of extra-curricular appointments not listed shall be negotiated prior to the assignment of said job.

APPENDIX I

**REETHS-PUFFER SCHOOL CALENDAR
1995-96**

Wednesday, August 23, 1995	New Teachers Report
Thursday, August 24, 1995	Breakfast, RPEA Meeting , Faculty Meetings, Classroom Preparation
Friday, August 25, 1995	Kindergarten Teacher Orientation 9 A.M. in each individual building
Monday, August 28, 1995	All students report for class
Thursday, August 31, 1995	In-service for all employees No Students
Friday, September 1, 1995	No School
Monday, September 4, 1995	Labor Day - No School
September - to be determined	Open House - Elementary Buildings and Middle School
Monday, October 16, 1995	In-service
Tuesday, October 17, 1995	In-service
Friday, November 3, 1995	Elementary Classes A.M. - Elementary Records' Day P.M. A.M. Kindergarten in A.M.; No P.M. Kindergarten
Monday, November 6, 1995	High School Classes A.M. - Parent-Teacher Conference 6-9 P.M. P.M. Kindergarten Classes in P.M. - Parent-Teacher Conferences A.M. or Evening
Tuesday, November 7, 1995	High School Classes A.M. - Parent-Teacher Conference 6-9 P.M. Elementary Classes A.M. - Parent-Teacher Conferences 6-9 P.M. A.M. Kindergarten - A.M.; No P.M. Kindergarten
Wednesday, November 8, 1995	Middle School Classes A.M. - Parent-Teacher Conferences 6-9 P.M. Elementary Classes A.M. - Parent-Teacher Conferences 6-9 P.M. A.M. Kindergarten in A.M.; No P.M. Kindergarten
Thursday, November 9, 1995	Middle School Classes A.M. - Parent-Teacher Conferences 6-9 P.M. Elementary Classes A.M. - Parent-Teacher Conferences 1-4 P.M. A.M. Kindergarten Classes in A.M.; No P.M. Kindergarten
Friday, November 10, 1995	Middle School Classes A.M. - Parent-Teacher Conferences 12-3 P.M. Kindergarten Parent-Teacher Conferences in A.M. P.M. Kindergarten in the P.M.; No A.M. Kindergarten
Wednesday, November 22, 1995	High School Students A.M. - High School In-Service P.M.
Thursday & Friday November 23 & 24, 1995	Thanksgiving Recess
Tuesday, December 12, 1995	High School Students A.M. - High School In-Service P.M.
Friday, December 22, 1995	Christmas Recess begins at 4 P.M.
Wednesday, January 3, 1996	School resumes after Christmas Recess

Friday, January 19, 1996

All Students A.M. - Records' Day P.M.
High School Exams; No A.M. Kindergarten
P.M. Kindergarten in A.M.

Friday, February 16, 1996
Monday, February 19, 1996

Mid-Winter Break

Friday, March 15, 1996

Elementary Students A.M. - Elementary Records Day in P.M.
A.M. Kindergarten in A.M.; No P.M. Kindergarten

Monday, March 18, 1996

High School Classes A.M. - Parent-Teacher Conferences 6-9 P.M.
Kindergarten Conferences A.M.
P.M. Kindergarten in P.M.; No A.M. Kindergarten

Tuesday, March 19, 1996

High School Classes A.M. - Parent-Teacher Conferences 6-9 P.M.
Elementary Classes A.M. - Parent-Teacher Conferences 6-9 P.M.
A.M. Kindergarten in A.M.; No P.M. Kindergarten

Wednesday, March 20, 1996

Elementary Classes A.M. - Parent-Teacher Conferences 6-9 P.M.
A.M. Conferences in A.M.; No P.M. Kindergarten

Thursday, March 21, 1996

Elementary Classes A.M. - Parent-Teacher Conferences 1-4 P.m.
A.M. Kindergarten in A.M.; No P.M. Kindergarten

Friday, March 22, 1996

P.M. Kindergarten in P.M. ; No A.M. Kindergarten; Kindergarten Conferences

Tuesday, March 26, 1996
Wednesday, March 27, 1996
Thursday, March 28, 1996

Middle School Classes A.M. - Parent-Teacher Conferences 6-9 P.M.
Middle School Classes A.M. - Parent-Teacher Conferences 6-9 P.M.
Middle School Classes A.M. - Parent-Teacher Conferences 12-3 P.M.

April 1 - 5, 1996

Spring Recess

Tuesday, April 23, 1996

High School Students A.M. - High School Orientation 6-9 P.M.

Monday, May 27, 1996

Memorial Day

Monday, June 3, 1996

All Students A.M. - Records Day P.M.
High School Exams; P.M. Kindergarten in A.M.; No A.M. Kindergarten

Tuesday, June 4, 1996

All Students A.M. - Records Day P.M.
High School Exams; P.M. Kindergarten - A.M.; No A.M. Kindergarten

June 5 and 6, 1996

Potential Snow Make-up Days

Days in Session 1995-96

Students

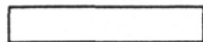
Teachers

	August	1***
3	August	5
19	September	19
20	October	22
20	November	20
16	December	16
21	January	21
19	February	19
21	March	21
17	April	17
22	May	22
2	June	2
180	TOTAL DAYS	184

*Kindergarten teachers will be allowed 5 conference sessions each semester

** To make up any days missed by A.M. or P.M. Kindergarten, a rotation of schedule will be used to assure equal attendance sessions.

*** New teachers will work 1 extra day in the month of August making their work year 185 days.



Potential Snow Day Make-up.

SNOW DAYS - If more than two (2) snow days occur during the school year 1995-96, days after the first two (2) days shall be made up as follows:

3rd Day - Friday, February 16, 1996

4th Day - Monday, February 19, 1996

5th Day - Wednesday, June 5, 1996

6th Day - Thursday, June 6, 1996

All 1/2 days will equal 3 hours of instruction for students. Half day dismissal schedules are as follows:

Elementary	11:55 A.M.	Middle School	11:00 A.M.	High School	10:57 A.M.
------------	------------	---------------	------------	-------------	------------

The Board and Association agree that Kindergarten orientation day forms a vital positive beginning to a youngster's school career. Therefore, Kindergarten teachers shall be required to report for an additional day (Friday, August 25, 1995 and Friday, August 23, 1996) for the purposes of orientation. It is understood between the parties that these teachers will be compensated proportionate to the time spent for orientation by providing them with one (1) full day or one-half (1/2) day release time; or by paying them one (1) day's substitute teacher pay or one-half (1/2) day substitute pay.

The parties understand that during the 1995-96 school year, the issue of orientation for Kindergarten students shall be re-examined to determine the exact configuration for Friday, August 23, 1996.

APPENDIX II

**REETHS-PUFFER SCHOOL CALENDAR
1996-97**

Wednesday, August 28, 1996	New Teachers Report
Thursday, August 29, 1996	Breakfast, RPEA Meeting, Faculty Meetings, Classroom Preparation
Friday, August 30, 1996	No School
Monday, September 2, 1996	Labor Day - No School
Tuesday, September 3, 1996	All students report for class; No P.M. Kindergarten A.M. Kindergarten only attends all day with parents;
Wednesday, September 4, 1996	P.M. Kindergarten only attends all day with parents No A.M. Kindergarten
September - to be determined	Open House - Elementary Buildings and Middle School Make-up time for open houses shall be scheduled in each building (time for time). The make-up time shall be given on a mutually agreed upon 1/2 day.
Friday, October 11, 1996	In-Service Countywide
Friday, November 1, 1996	Elementary Classes A.M. - Elementary Records' Day P.M. A.M. Kindergarten in A.M.; No P.M. Kindergarten
Monday, November 4, 1996	All Kindergarten students attend - Parent-Teacher Conferences
Tuesday, November 5, 1996	In-service
Wednesday, November 6, 1996	Elementary Classes A.M. - Parent-Teacher Conferences 6-9 P.M. A.M. Kindergarten in A.M.; No P.M. Kindergarten
Thursday, November 7, 1996	Elementary Classes A.M. - Parent-Teacher Conferences 6-9 P.M. P.M. Kindergarten in A.M.; No A.M. Kindergarten
Friday, November 8, 1996	Elementary Classes A.M. - Parent-Teacher Conferences 1-4 P.M. P.M. Kindergarten Classes in A.M.; No A.M. Kindergarten
Monday, November 11, 1996	All Kindergarten students attend; Parent-Teacher Conferences
Monday, November 11, 1996 Tuesday, November 12, 1996	High School Classes A.M. - Parent-Teacher Conference 6-9 P.M. High School Classes A.M. - Parent-Teacher Conference 6-9 P.M.
Wednesday, November 20, 1996 Thursday, November 21, 1996 Friday, November 22, 1996	Middle School Classes A.M. - Parent-Teacher Conferences 6-9 P.M. Middle School Classes A.M. - Parent-Teacher Conferences 6-9 P.M. Middle School Classes A.M. - Parent-Teacher Conferences 12-3 P.M.
Tuesday, November 19, 1996	High School Classes A.M. - High School In-Service P.M.
Thursday & Friday November 28 & 29, 1996	Thanksgiving Recess
Tuesday, December 12, 1996	High School Classes A.M. - High School In-Service P.M.
Friday, December 20, 1996	Christmas Recess begins at 4 P.M.
Thursday, January 2, 1997	School resumes after Christmas Recess

Friday, January 17, 1997

All Students A.M. - Records' Day P.M.
High School Exams - A.M. Kindergarten in A.M.; No P.M. Kindergarten

Friday, February 14, 1997
Monday, February 17, 1997

Mid-Winter Break

Friday, March 7, 1997

In-Service Countywide

Monday, March 17, 1997
Tuesday, March 18, 1997

High School Classes A.M. - Parent-Teacher Conferences 6-9 P.M.
High School Classes A.M. - Parent-Teacher Conferences 6-9 P.M.

Friday, March 21, 1997

Elementary Students A.M. - Elementary Records Day P.M.
A.M. Kindergarten A.M.; No P.M. Kindergarten

Monday, March 24, 1997

All Kindergarten attend, Kindergarten Conferences

Tuesday, March 25, 1997

Elementary Classes A.M. - Parent-Teacher Conferences 6-9 P.M.
A.M. Kindergarten in A.M.; No P.M. Kindergarten

Wednesday, March 26, 1997

Elementary Classes A.M. - Parent-Teacher Conferences 6-9 P.M.
A.M. Kindergarten in A.M.; No P.M. Kindergarten

Thursday, March 27, 1997

Elementary Classes A.M. - Parent-Teacher Conferences 1-4 P.M.
P.M. Kindergarten in A.M.; No A.M. Kindergarten

Friday, March 28, 1997

All Students A.M. - Good Friday Observance
P.M. Kindergarten in A.M.; No A.M. Kindergarten

Monday, March 31, 1997

All Kindergarten attend - Parent Teacher Conferences

Tuesday, April 1, 1997
Wednesday, April 2, 1997
Thursday, April 3, 1997

Middle School Classes A.M. - Parent-Teacher Conferences 6-9 P.M.
Middle School Classes A.M. - Parent-Teacher Conferences 6-9 P.M.
Middle School Classes A.M. - Parent-Teacher Conferences 12-3 P.M.

April 7-11, 1997

Spring Recess

Tuesday, April 22, 1997

High School Classes A.M. - High School Orientation 6-9 P.M.

Monday, May 26, 1997

Memorial Day

Monday & Tuesday
June 9 & 10, 1997

All Students A.M. - Records Day P.M.
High School Exams - P.M. Kindergarten in A.M.; No A.M. Kindergarten

June 11 and 12, 1997

Potential Snow Make-up Days

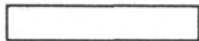
Days in Session 1996-97

Students		Teachers
0	August	1***
20	August	1
22	September	20
18	October	23
15	November	19
22	December	15
18	January	22
20	February	18
17	March	21
21	April	17
7	May	21
180	June	7
	TOTAL DAYS	184

*Kindergarten teachers will be allowed 5 conference sessions each semester

** To make up any days missed by A.M. or P.M. Kindergarten, a rotation of schedule will be used to assure equal attendance sessions.

*** New teachers will work 1 extra day in the month of August making their work year 185 days.



Potential Snow Day Make-up.

SNOW DAYS - If more than two (2) snow days occur during the school year 1996-97, days after the first two (2) days shall be made up as follows:
3rd Day - Friday, February 14, 1997
4th Day - Monday, February 17, 1997
5th Day - Wednesday, June 11, 1997
6th Day - Thursday, June 12, 1997

All 1/2 days will equal 3 hours of instruction for students. Half day dismissal schedules are as follows:
Elementary 11:55 A.M. Middle School 11:00 A.M. High School 10:57 A.M.

KINDERGARTEN ORIENTATION

New Name: Home to School Transition Days

Procedure: The Transition Day(s) would occur on the first 2 days of school for 1996-97, those dates would be September 3 and 4, 1996. The A.M. Class would attend one day and the P.M. Class would attend the other day. On the following conference days, November 4, November 11, March 24 and March 31, the Kindergarten students would attend school. The Kindergarten teacher would have the equivalent of one (1) full day substitute each semester. They would be able to use this substitute as a one (1) full day substitute or two 1/2 day substitutes. This would give the teachers flexibility in scheduling conferences. On the Transition Day, each teacher would take attendance. They will notify their building principal as to which days they would have their substitute work.

Dates:

September 3, 1996
September 4, 1996

A.M. Kindergarten students only attends all day with parents
P.M. Kindergarten students only attends all day with parents

APPENDIX III

**REETHS-PUFFER SCHOOL CALENDAR
1997-98**

Tuesday, August 19, 1997	New Teachers Report
Wednesday, August 20, 1997	All Teachers Report
Thursday, August 21, 1997	All Teachers Work Day
Monday, August 25, 1997	All students report for class Middle School - two half day sessions
Friday, August 29, 1997	No School
Monday, September 1, 1997	Labor Day - No School
September - to be determined	Open House - Elementary Buildings and Middle School
Friday, October 10, 1997	Countywide In-Service
Friday, October 31, 1997	Elementary Classes A.M. - Elementary Records' Day P.M. A.M. Kindergarten in A.M.; No P.M. Kindergarten
Monday, November 3, 1997	P.M. Kindergarten Classes in P.M. - Parent-Teacher Conferences A.M. No A.M. Kindergarten
Tuesday, November 4, 1997	Elementary Classes A.M. - Parent-Teacher Conferences 6-9 P.M. P.M. Kindergarten - P.M.; No A.M. Kindergarten
Wednesday, November 5, 1997	Elementary Classes A.M. - Parent-Teacher Conferences 6-9 P.M. A.M. Kindergarten - A.M.; No P.M. Kindergarten
Thursday, November 6, 1997	Elementary Classes A.M. - Parent-Teacher Conferences 1-4 P.M. A.M. Kindergarten Classes in A.M.; No P.M. Kindergarten
Friday, November 7, 1997	Kindergarten Parent-Teacher Conferences
Monday, November 10, 1997	High School Classes A.M. - Parent-Teacher Conference 6-9 P.M.
Tuesday, November 11, 1997	High School Classes A.M. - Parent-Teacher Conference 6-9 P.M.
Tuesday, November 11, 1997	Middle School Classes A.M. - Parent-Teacher Conferences 6-9 P.M.
Wednesday, November 12, 1997	Middle School Classes A.M. - Parent-Teacher Conferences 6-9 P.M.
Thursday, November 13, 1997	Middle School Classes A.M. - Parent-Teacher Conferences 12-3 P.M.
Tuesday, November 18, 1997	High School Classes A.M. - High School In-Service P.M.
Thursday & Friday November 27 & 28, 1997	Thanksgiving Recess
Tuesday, December 9, 1997	High School Classes A.M. - High School In-Service P.M.
Friday, December 19, 1997	Christmas Recess begins at 4 P.M.
Monday, January 5, 1998	School resumes after Christmas Recess
Wednesday, January 14, 1998	High School Exams
Thursday, January 15, 1998	High School Exams

Friday, January 16, 1998

February 13-16, 1998

Friday, March 6, 1998

Monday, March 16, 1998

Tuesday, March 17, 1998

Tuesday, March 24, 1998

Wednesday, March 25, 1998

Thursday, March 26, 1998

Friday, March 27, 1998

Monday, March 30, 1998

Tuesday, March 31, 1998

Wednesday, April 1, 1998

Thursday, April 2, 1998

Friday, April 3, 1998

April 6-10, 1998

Tuesday, April 21, 1998

Friday, May 1, 1998

Monday, May 25, 1998

Thursday, June 4, 1998

Friday, June 5, 1998

June 8 & 9, 1998

All Students A.M. - Records' Day P.M.

High School Exams; P.M. Kindergarten in A.M.; No A.M. Kindergarten

Mid-Winter Break

Countywide In-Service

High School Classes A.M. - Parent-Teacher Conferences 6-9 P.M.

High School Classes A.M. - Parent-Teacher Conferences 6-9 P.M.

Middle School Classes A.M. - Parent-Teacher Conferences 6-9 P.M.

Middle School Classes A.M. - Parent-Teacher Conferences 6-9 P.M.

Middle School Classes A.M. - Parent-Teacher Conferences 12-3 P.M.

Elementary Classes A.M. - Elementary Records Day P.M.

A.M. Kindergarten in A.M.; No P.M. Kindergarten

P.M. Kindergarten in P.M. - Parent-Teacher Conferences

No A.M. Kindergarten

Elementary Students A.M. - Parent-Teacher Conferences 6-9 P.M.

A.M. Kindergarten A.M.; No P.M. Kindergarten

Elementary Students A.M. - Parent-Teacher Conferences 6-9 P.M.

A.M. Kindergarten A.M.; No P.M. Kindergarten

Elementary Classes A.M. - Parent-Teacher Conferences 1-4 P.M.

A.M. Kindergarten in A.M. ; No P.M. Kindergarten

P.M. Kindergarten P.M. - Parent-Teacher Conferences

Spring Recess

High School Classes A.M. - High School Orientation 6-9 P.M.

Countywide In-Service

Memorial Day

All Students A.M. - Records Day P.M.

High School Exams; P.M. Kindergarten in A.M.; No A.M. Kindergarten

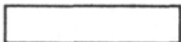
All Students A.M. - Records Day P.M.

High School Exams; P.M. Kindergarten - A.M.; No A.M. Kindergarten

Potential Snow Make-up Days

Days in Session 1997-98	Students		Teachers
	0	August	1***
	4	August	5
	21	September	21
	22	October	23
	18	November	18
	15	December	15
	20	January	20
	18	February	18
	21	March	22
	17	April	17
	19	May	20
	5	June	5
	180	TOTAL DAYS	184

*** New teachers will work 1 extra day in the month of August making their work year 185 days.



Potential Snow Day Make-up.

SNOW DAYS - If more than two (2) snow days occur during the school year 1997-98, days after the first two (2) days shall be made up as follows:

- 3rd Day - Friday, February 13, 1998
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- 5th Day - Monday, June 8, 1998

All 1/2 days will equal 3 hours of instruction for students. Half day dismissal schedules are as follows:

Elementary 11:55 A.M. Middle School 11:00 A.M. High School 10:57 A.M.

noon

1996-97 Kindergarten Home to School Transition Days will be evaluated prior to July 1, 1997.

Make-up time for open houses shall be scheduled in each building (time for time). The make-up time shall be given on a mutually agreed upon 1/2 day.

The Reeths-Puffer Education Association agrees to one (1) additional professional development day in the 1997-98 school year. The activities of this day will be scheduled collaboratively with staff and administration.

Building	Assignment	Name(s) of Grievant(s)	Date Filed
----------	------------	------------------------	------------

STEP I

- A. Date cause or grievance occurred: _____
- B. Date of oral presentation of grievance: _____
- C. Briefly identify problem _____

Signature (Grievant): _____ Date: _____

STEP II

- A. Statement of grievance (attach sheets if necessary):

Signature: _____ Date: _____

- B. Date received by Principal: _____
- C. Disposition by Principal (with copy to Grievant and Association)

Signature: _____ Date: _____

- D. Position of Grievant and/or Association:

Signature: _____ Date: _____

STEP III

A. Date received by Superintendent of Designee: _____

B. Disposition of Superintendent or Designee: _____

Signature: _____ Date: _____

C. Position of Grievant and/or Association: _____

Signature: _____ Date: _____

I, _____, am volunteering to have my evaluation include one
Teacher

of the following areas:

_____ Appearance

_____ Attendance

_____ Professional Development

_____ Committee Work

I have not been unduly pressured from anyone to include the above in my evaluation.

Teacher

Date

Witness

Date

Please forward one copy of this form to the Association President and the Administrator.

TEACHER OBSERVATION FORM

NAME: _____

OBSERVATION RECORD _____
DATE

EVALUATION RECORD _____
DATE

Teacher _____ School Year _____

Assignment/Grade _____ School _____

Observation 1 2 3 Name of Evaluator _____ Principal/Supervisor
(Circle One)

Observation Date _____ Beginning Time _____ Ending Time _____

RATING SCALE:

- Exceeds expectations
- Meets expectations
- Below expectations
- Not observed

Exceeds expectations
 Meets expectations
 Below expectations
 Not observed

I. TECHNIQUES OF INSTRUCTION

TEACHER BEHAVIORS

- A. Provides opportunities for students to participate actively and successfully

- a. Varies activities
- b. Interacts with students
- c. Solicits participation
- d. Clarifies/elaborates students responses
- e. Provides time for responses
- f. Implements at appropriate level of difficulty

- B. Evaluates and provides feedback on student progress during instruction

- a. Communicates expectations
- b. Monitors student performance
- c. Checks for understanding
- d. Reinforces correct responses
- e. provides corrective feedback
- f. reteaches

II. CLASSROOM MANAGEMENT

TEACHER BEHAVIORS

- A. Organizes materials and students

- a. Secures student attention
- b. Procedures & directions given clearly
- c. Uses appropriate seating/grouping
- d. Has materials/aids/facilities ready

B. Maximizes amount of time available

- a. Begins/ends promptly
- b. Implements sequence of activities
- c. Maintains lesson focus
- d. Maintains appropriate pace in order to keep students engaged

C. Manages student behavior

- a. Specifies expectations/rules
- b. Redirects off task behavior
- c. Stops inappropriate/disruptive behavior
- d. Reinforces appropriate behavior

III. KNOWLEDGE OF SUBJECT MATTER

TEACHER BEHAVIORS

A. Teaches for cognitive, affective, and/or psychomotor learning

- a. Begins with introduction
- b. Relates prior knowledge to future future learning
- c. Defines/describes concepts
- d. Provides guided practice
- e. Opportunities for transfer
- f. Closes instruction

B. Presents information accurately and clearly

- a. Uses appropriate vocabulary
- b. Explains content
- c. Stresses important points
- d. Models learning

C. Uses acceptable communication skills

- a. Speaks clearly
- b. Uses appropriate language
- c. Demonstrates written skills

IV. RELATIONSHIP WITH STUDENTS/PARENTS/COLLEAGUES

A. Uses strategies to motivate students for learning

- a. Relates to student interests
- b. Emphasizes value/importance of activity
- c. Reinforces student efforts
- d. Challenges

B. Maintains supportive environment

- a. Avoids sarcasm/negative criticism
- b. Maintains positive climate
- c. Provides encouragement
- d. Maintains confidentiality

C. Interacts and communicates with parents

- a. Initiates communications
- b. Conducts conferences
- c. Provides information on student progress
- d. Maintains confidentiality

D. Promotes and evaluates student growth

- a. Participates in goal setting
- b. Plans instruction effectively
- c. Maintains accurate records

V. LIFE LONG LEARNING

TEACHER BEHAVIORS

A. Professional growth and development

- a. Goal setting
- b. Stays current with content
- c. Stays current with methods
- d. Participates in professional organizations
- e. Plans for and engages in professional development activities

COMMENTS: _____

1. Considering all factors the work performance of this teacher is:
Satisfactory _____ Unsatisfactory _____
2. The teacher is recommended for (if applicable):
Tenure _____ Additional Year of Probation _____
3. The signature of teacher indicates that he/she has received and review a copy of this Evaluation Record.

Teacher Signature Date Received Evaluator Signature/Date Conference Date

Original Copy-Central Office
Copy #2 - Teacher's Supervisor
Copy #3 - Teacher

New Area. . .Life Long Learning is contingent upon a commitment by the Board of Education to provide the following resources:

1. Financial Support
2. Time
3. Opportunities
4. Staff Development Plan

TEACHER EVALUATION FORM

NAME: _____

OBSERVATION RECORD _____
DATE

EVALUATION RECORD _____
DATE

Teacher _____ School Year _____

Assignment/Grade _____ School _____

Name of Evaluator _____ Principal/Supervisor
(Circle One)

RATING SCALE:

- Exceeds expectations
- Meets expectations
- Below expectations
- Not observed

Exceeds expectations

Meets expectations

Below expectations

Not observed

I. TECHNIQUES OF INSTRUCTION

TEACHER BEHAVIORS

A. Provides opportunities for students to participate actively and successfully

- a. Varies activities
- b. Interacts with students
- c. Solicits participation
- d. Clarifies/elaborates students responses
- e. Provides time for responses
- f. Implements at appropriate level of difficulty

B. Evaluates and provides feedback on student progress during instruction

- a. Communicates expectations
- b. Monitors student performance
- c. Checks for understanding
- d. Reinforces correct responses
- e. provides corrective feedback
- f. reteaches

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TEACHER BEHAVIORS

A. Organizes materials and students

- a. Secures student attention
- b. Procedures & directions given clearly
- c. Uses appropriate seating/grouping
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- c. Maintains lesson focus
- d. Maintains appropriate pace in order to keep students engaged

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- c. Stops inappropriate/disruptive behavior
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- b. Conducts conferences
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- b. Plans instruction effectively
- c. Maintains accurate records

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TEACHER BEHAVIORS

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- b. Stays current with content
- c. Stays current with methods
- d. Participates in professional organizations
- e. Plans for and engages in professional development activities

COMMENTS: _____

1. Considering all factors the work performance of this teacher is:
 Satisfactory _____ Unsatisfactory _____
2. The teacher is recommended for (if applicable):
 Tenure _____ Additional Year of Probation _____
3. The signature of teacher indicates that he/she has received and review a copy of this Evaluation Record.

 Teacher Signature Date Received Evaluator Signature/Date Conference Date

Original Copy-Central Office
 Copy #2 - Teacher's Supervisor
 Copy #3 - Teacher

