

# Master Agreement

between

Schoolcraft Community Schools

and the

Kalamazoo County Education Association

representing the

Schoolcraft Education Association

1997-2000





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# **COLLECTIVE BARGAINING AGREEMENT**

This agreement entered into as of this 1st day of September, 1997, by and between the BOARD OF EDUCATION of the SCHOOLCRAFT COMMUNITY SCHOOLS, hereinafter called the BOARD (Employer) and the KALAMAZOO COUNTY EDUCATION ASSOCIATION, hereinafter called the KCEA, representing the bargaining unit called the SCHOOLCRAFT EDUCATION ASSOCIATION, hereinafter called the ASSOCIATION.

## **ARTICLE 1**

### **PURPOSE AND RECOGNITION**

**1.1 Purpose.** WHEREAS the Board and the Association recognize and declare that providing a quality education for the children of Schoolcraft 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. The general purpose of this agreement is to promote a professional, orderly and positive relationship between the Employer and the Association.

**1.2 Recognition.** 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:

The KCEA has been certified by the Michigan Employment Relations Commission as the collective bargaining representative for the bargaining unit called the Association described as follows:

All permanent professional employees who are required by law to be certified and who are regularly employed in grades K-12 excluding temporary employees, supervisory personnel, and all other employees.

The KCEA has designated the Schoolcraft Education Association ("Association") as its representative for the purpose of contract administration.



## ARTICLE 2

### PROFESSIONAL SCHEDULE

**2.1 Work Year.** The normal work year shall begin not earlier than August 15th and end not later than June 15th, unless additional time is needed to make up. The work year shall include:

- A. One hundred eighty-five (185) work days.
- B. A Christmas - New Years break.
- C. A spring break.
- D. Not more than three (3) days orientation for new teachers at the beginning of that year and two (2) days for other teachers.
- E. Two (2) days for records, one day at the end of the 1st semester and one day at the end of the 2nd semester.
- F. Parent-teacher conferences. Elementary teachers will be given one-half day in advance of Fall and Spring conferences to be used primarily for preparation.
- G. Not less than two (2) opportunities for in-service training or its equivalent.
- H. A student year of not less than one hundred eighty (180) student days. The number of student instructional days will increase to one hundred eighty-two (2) in school year 1998-99.
- I. School days missed will be made up at the end of the year, unless by mutual agreement. In the event the law penalizing schools for not holding 180 student instruction days is repealed during the life of this agreement, the parties shall revert to past practice where inclement weather days are concerned.

The calculation of days and half days shall be determined by past practice except as applicable laws or regulations shall expressly otherwise require.

**2.11 Calendar.** The calendar will be adopted by mutual consent of the parties and if agreement cannot be reached by July 1st, then the Board may announce the opening of school. It being understood that the same number of days overall in each category will be continuous each year.

**2.2 Work Weeks.** The Board recognizes the principle of the standard five-day work week. The administration will set work schedules and make professional assignments which can be completed with such standard work weeks.

**2.3 Workday.** The teacher's normal teaching hours in the secondary, middle and elementary schools shall be as follows:

- A. Teachers are to be in their respective schools 1/4 hour before school starts.
- B. Teachers shall remain 1/2 hour after the regular school days.

**2.31 Lunch Period.** All teachers shall be entitled to a duty-free uninterrupted lunch period as follows:

- A. High School (9-12) minimum of 30 minutes each day.

B. Middle School (5-8) minimum of 30 minutes each day.

C. Elementary School (K-4) minimum of 40 minutes each day.

**2.32 Planning Time.** There shall be a free planning period each day equivalent to the regular class time for all high school and middle school teachers employed by the District. All elementary teachers will be granted weekly planning time equal to high school or middle school teachers.

**2.4 Class Size Guidelines.** It is acknowledged that the primary duty and responsibility of the teacher to teach and that the organization of the school and the school day should be directed at insuring that the energy of the teacher is utilized to this end.

**2.41** As the pupil-teacher ratio is an important aspect of an effective educational program, the parties agree that the class size, when ideally achieved, should be kept within the following guidelines based on present facilities.

**ELEMENTARY - MIDDLE**

K-2	25 students
3-8	30 students

**SECONDARY**

English	30 students
Social Studies	30 students
Mathematics:	
Algebra	30 students
Geometry	30 students
Trig	30 students
General Math	25 students
Science:	
Jr. High Science	28 students
Biology	30 students
Chemistry	30 students
Physics	25 students
Language	25 students
Industrial Arts	26 students
Business	20 students
Typing	30 students

**SYSTEMWIDE**

General Music	40 students
Band	Unlimited
Chorus	Unlimited
Art	24 students
Physical Education	40 students

Substantial deviations exceeding these limits will only be implemented after consultation with and the advice of, the Association.



**2.42 Work Load Review.** A study committee consisting of 2 Employer representatives and 2 Association representatives (selected by the Association) shall be established for each building. If a teacher feels that he or she has an intolerable teaching situation involving an inflated class size, the teacher will refer the problem to the study committee. The committee will conduct a study within ten (10) school days of said referral and present their recommendations to the Superintendent. The Employer may without prejudice to its rights provisionally adjust a teacher's work load pending a decision.

**2.5 Materials.** The Board agrees to furnish appropriate texts, library reference facilities, maps and globes, laboratory equipment, audio-visual equipment, art supplies, athletic equipment, current periodicals, standard test and questionnaires, consistent with district goals and objectives.

Prior to changing a textbook, or selecting of a new textbook, the teachers affected and/or a committee of such teachers will be given the opportunity to meet and consult with the building principal regarding the proposed change or selection.

**2.51 Supply Orders.** After a teacher's supply order is approved by principal and superintendent, it will not be changed or rejected without an attempt to notify and consult with the teacher.

**2.52 Work Room.** The Board shall provide a teacher work room in each building which is equipped with the necessary copy and ditto machines. Teachers shall have access to the work room during and after school hours and on weekends.

**2.53 Telephones.** The Board shall provide in each building access to a telephone from which teachers are provided the privacy to make confidential calls.

**2.6 Parent-Teacher Conferences.** The Board of Education will establish a schedule of conferences that will permit a one hour lunch period and two hours between afternoon and evening sessions. Teachers will not be required to schedule conferences past 9:00 p.m.

**2.7 Inclement Weather.** Teachers shall not be required to work more than one day per year when school is closed because of inclement weather.

## ARTICLE 3

### PROFESSIONAL ASSIGNMENTS

#### Assignments, Vacancies, Promotions, Transfers, Layoff and Recall

**3.1 Assignment.** Since pupils are entitled to be taught by teachers who are working within their area of competence, teachers shall not be assigned, except temporarily, outside the scope of their teaching certificates or their major or minor field of study.

**3.11 Assignment Change.** Teachers who will be affected by change in grade or subject assignment in the elementary, middle or high school must be consulted and notified by their principals or superintendent as soon as possible

**3.12 Transfer.** A transfer shall be defined as an entirely new teaching assignment building or position. Requests by a teacher for transfer to a different class, building, or position shall be made in writing, on forms furnished by the Board, one copy shall be filed with the Association. The application shall set forth the reasons for transfer, the school, grade or position sought, the applicant's academic qualifications, Such requests shall be renewed once each year to assure active consideration by the Board.

If an involuntary transfer is to be made, the superintendent shall notify the affected teacher of the reasons for such transfer in writing. If two or more teachers are equally qualified, the transfer decision shall be made based on certification, qualifications, recommendations and seniority. If the teacher objects to such a transfer for the reason given, the dispute may be resolved through the grievance procedure.

**3.13 Assignment Disputes.** The Association shall be given notice of all permanent assignments by August 15th. If changes occur after August 15th the Association will be notified within five (5) workdays. If the Association claims that an assignment has been made contrary to the provisions herein set forth, the Association within five (5) workdays from receipt of notice of the disputed assignment shall in writing:

- A. Notify the Employer of the name of the teacher the Association claims should have been assigned.
- B. The specific reasons for such claim.

If the Employer does not accept the Association's claim, the decision of the Employer shall remain in effect pending a determination under the Contract Enforcement Procedure starting with the Formal Conference Step.

**3.14 Vacancy.** A vacancy shall be defined for purposes of this contract as a position previously held by an employee or when a new position is created.

- A. The Association recognizes that when vacancies occur during the school year it may be difficult to fill them from within the district without undue disruption to the existing instructional program. If the Superintendent in his reasonable judgment so determines, such a vacancy may be filled on a temporary or



tentative basis until the end of the current semester at which time the position will be considered vacant.

- B. The Board declares its support of a policy of filling vacancies from within its own teaching staff, when competent candidates are comparable to others. Whenever a vacancy arises, the Board shall notify the Association and provide for posting in every school (i.e., High School, Middle School, Elementary School). No vacancy except in case of emergency, will be filled until such vacancy has been posted for five (5) days. Vacancies shall be filled on the basis of the experience, competency and qualifications of the applicant, length of service in the district, and other relevant factors.
- C. Whenever vacancies occur during the normal summer months when regular school is not in session, the following procedure, in addition to the procedure heretofore outlined, shall be followed:
  - 1. Teachers with specific interest in possible vacancies will notify the superintendent of their interest in writing, during the last regular week of school and shall include a summer address.
  - 2. Should a vacancy occur, the teachers who have expressed an interest in said position or a similar position shall be contacted by the Personnel Office or Director and notified of the vacancy.
  - 3. The teachers so notified shall have responsibility of contacting the superintendent indicating their interest in said position within three (3) days.

**3.15 Mentor Teachers.** The parties agree to cooperation in the implementation of Section 1526 of the School Code (Mentor Teachers) through the school improvement process, using the following guidelines:

- A. The purpose of the mentor assignment is to provide the probationary teacher with the assistance, resources and information in a collegian fashion. Evaluation of the probationary teacher shall remain the sole responsibility of the Administrator.
- B. The mentor teacher(s) will, preferably, be a tenured teacher(s) in the district that works in the same building and possess the same area of certification.
- C. Mentor assignments will be assigned and approved by the building principal. Participation as a mentor teacher will be voluntary.
- D. The mentor assignment shall be for one year, subject to review. The appointment may be renewed in succeeding years.
- E. Upon request, the Administrator shall make available reasonable release time so the mentor teacher may work with the probationary teacher in his/her

classroom during the regular workday. Whenever possible, the mentor and probationary teacher shall be assigned a common preparation time.

- F. Mentor Teachers will be assigned to each probationary teacher for four (4) years and will be reimbursed 1.5% of the base for the first two (2) years.

**3.2 Layoff Procedures.** The parties do hereby agree that layoff will be by seniority in the system by laying off those teachers with the least experience first so long as the remaining staff has the certification to fulfill the selected educational program. In addition to the certification, a teacher must have a major or minor in the area of teaching assigned. Seniority shall be measured in the following order of priority:

- A. Seniority shall be defined as continuous bargaining unit service according to the most recent date of hire. Continuous service shall not be broken by layoff and leave of absence.
- B. Number of years of professional experience in total.
- C. Major subject area over minor in the position available.
- D. Masters degree over Bachelors degree.
- E. If all things remain equal to this point, the Board shall make the final judgment.

**3.21** Bargaining unit members who become administrators in the district shall retain all seniority earned during time of service in the bargaining unit. Upon return to the bargaining unit date of hire will be adjusted to deduct time spent as an administrator. In the event a bargaining unit member becomes an administrator and returns to the bargaining unit within one year, no seniority deduction will be made.

**3.22** Bargaining unit members and administrators who were employed in 1984-85 shall not suffer a loss in seniority due to the aforementioned provision, but shall retain seniority date as currently posted on the 1984-85 seniority list.

**3.3 Recall Procedure.** Recalls shall be subject to the following conditions:

- A. Teachers shall be recalled in the order of seniority starting with the most senior eligible teacher on temporary or long term layoff.
- B. It shall be the responsibility of each teacher to notify the Employer of any change in address, certification or qualifications. If no recall date is set forth in the notice of layoff, the Employer shall give written notice of recall from layoff by sending a certified letter or telegram to the teacher at the teacher's last known address. The obligation to re-hire a teacher shall terminate if the teacher fails to return to work at the time specified.

**3.4 Association Cooperation.** The Association agrees to encourage teachers to notify the Employer at the earliest practical time if they do not intend to renew their contract and further



agrees to furnish the Employer from time to time information concerning the probability of future vacancies.

**3.5 Staff Reorganization.** In the event of staff reorganization the parties will work together in developing teacher assignments in the mutual best interest of the District, the Association and the teachers involved.

**3.6 Retraining.** It is the desire of both parties to continue to staff the schools with the present faculty. Therefore, the parties agree that every reasonable effort will be made to assure the required retraining of teachers whenever assignment changes are necessary.

**3.7 School Improvement Plans.** The provisions contained in this section shall apply to all School Improvement Plans as provided in Public Act 197 of 1989, Section 15.1919 (919b) MSA.

- A. In the event that any provision(s) of a School Improvement Plan or application thereof violates, contradicts, or is inconsistent with the collective bargaining agreement, the collective bargaining agreement shall prevail.
- B. Any provision(s) of a School Improvement Plan or applications thereof affecting the wages, hours, and/or other terms and conditions of employment, or the impact of any wages, hours, and/or other terms and conditions of employment of any bargaining unit members must be by mutual agreement of the Board and the Association prior to being implemented.
- C. Participation in a School Improvement Plan by teachers shall be voluntary and will not be reflected in the teacher's evaluation.
- D. Release time shall be granted for teachers on the School Improvement Team, for both training and program development/participation.

**3.8 Inclusion of Handicapped Students.** The parties recognize the extent to which a handicapped student can be included in regular education programs and services and whether such inclusion can be achieved satisfactorily, will depend in large part upon the training and other support provided the regular education personnel responsible for instructing the handicapped student.

Accordingly, the Employer will provide support for regular education personnel. Such support may be in the form of supplementary teaching materials, support personnel, in-service training or other support suggested by the student's IEPC.

## ARTICLE 4

### PROFESSIONAL STANDARDS

**4.1 Standards.** The success of the educational program is dependent on all professional employees acknowledging and meeting their responsibilities toward the achievement of the educational goals. The parties acknowledge the difficulty of completely and precisely defining the professional responsibilities of the entire professional staff. The Association and the Employer will work cooperatively through the P.S.C. to develop mutually acceptable professional standards.

**4.2 Liaison Officer.** The Association shall appoint, with the consent of the superintendent, a liaison officer whose duties shall be to maintain a consistent, open and positive relationship with the superintendent for the purpose of resolving routine matters between the parties and to maintain a positive relationship between the District and the Association.

**4.3** An ethics and professional relations panel consisting of not more than three members of the Board of Education and not more than three members of the Association may be convened to hear concerns, as related to the NEA Teacher "Code of Ethics" and concerns one teacher may have about another's professional conduct. The Association president and the superintendent may be present as non-voting observers.

The panel shall appoint co-moderators, one from the Association and one from the Board. The panel is authorized to make non-binding recommendations to resolve appropriate concerns. This does not preclude assumption of any management rights.



## ARTICLE 5

### TEACHER RIGHTS AND RESPONSIBILITIES

**5.1 Association Support.** Pursuant to Act 379 of the Public Acts of 1965, the Board hereby agrees that every certified teacher shall have the right to join and support the Association for the purpose of engaging in concerted activities such as: negotiations, mutual aid, and professional development.

**5.11 Association Membership.** Within thirty (30) days of the beginning of their employment hereunder, teachers may sign and deliver to the Board of Education an assignment authorizing deduction of membership dues or assessments of the Schoolcraft Education Association (and optional deductions for the National Education Association and the Michigan Education Association) upon such conditions as the Association shall establish. Such sums shall be deducted optionally as dues from the regular salaries of all such teachers and remitted not less frequently than monthly to the Association.

In the event that a teacher does not join the Association and execute an authorization for dues deduction in accordance with the preceding paragraph, such teacher shall, as a condition of continued employment by the Board, cause to be paid to the Association a sum equivalent to the amount stated below. In the event this representation fee is not paid, the Board, upon receiving a signed statement from the Association indicating the teacher has failed to comply with this condition, shall immediately notify the teacher that his services shall be discontinued at the end of the current semester. The refusal of said teacher to contribute a sum equivalent to 2/3 of the cost of membership dues for full-time employees and a sum equivalent to 1/3 of the cost of membership dues for part-time employees to the costs of negotiation and administration of this and subsequent Agreements is recognized as just and reasonable cause for termination of employment.

**5.12 Save Harmless.** The Association shall indemnify and save the school employer and school corporation harmless against any and all claims, demands, suits or other forms of liability that may arise out of or by reason of action taken or not taken by the school employer or school corporation in reliance upon signed authorization cards or lists furnished to the school employer or school corporation by the Association for the purpose of payroll deduction of dues.

#### **5.2 Damages and Claims.**

- A. The Board will provide legal counsel to advise the teacher of his or her rights and obligations with respect to any assault occurring during the performance of school related duties and shall render all reasonable assistance to the teacher in connection with handling of the incident by law enforcement and judicial authorities.
- B. If any teacher is complained against or sued by reasonable or proper disciplinary action taken by the teacher against the student, the Board will provide counsel and render all necessary assistance to the teacher in his defense.

- C. Time lost by a teacher in connection with any incident mentioned in this Article shall not be charged against the teacher.
- D. The Board will reimburse teachers for any reasonable loss, damage, or destruction of clothing or personal property of the teacher while in the direct performance of their professional duty in the school or on the school premises.
- E. Complaints: Any complaint or concern directed toward a teacher that is of such significance that it may be placed in the teacher's file shall be investigated by an administrator, and if so warranted will be documented and placed in the teacher's file. The teacher shall have the right to place a letter of rebuttal in his permanent record. If a teacher is to be reprimanded and/or disciplined, it may be done in private, or another individual may be present at the request of either party.

**5.3 Personnel Files.** The Employer shall cause a personnel file to be established and maintained for each teacher in accordance with the following guidelines, namely:

- A. An employee shall have the right to review the contents of his personnel file during regular business hours upon prior request. A representative of the Association may accompany the employee at the request of the employee. The file shall be reviewed in the presence of a representative of the Employer. Any placement references received by the Employer with the understanding that such references would remain confidential shall not be subject to review.
- B. After the date of employment, a teacher shall be given notice of the Employer's intention to insert any materials in his personnel file which may reflect unfavorably on the character of the teacher's professional services.
- C. A teacher may request in writing that material which the teacher claims to be erroneous be removed from his file. The request shall set forth the factual basis for such claim. If the Employer fails to remove the objectionable material within twenty (20) calendar days from receipt of such request, the teacher shall have the right to insert in his file a written statement, or other relevant material, concerning the material to which an objection has been made. The objectionable material shall be appropriately marked to show the existence of the teacher's filing, and the material to which an objection has been made shall be attached to and released only with the material filed by the teacher.

**5.4 Medical Examinations.**

- A. The Employer may suggest that a teacher receive a physical and/or mental examination upon initial employment and for reasonable cause may also suggest that a teacher receive a physical and/or mental examination:
  - 1. To determine the existence of any condition which might impair the ability of the teacher to safely and properly discharge the teacher's professional duties.
  - 2. To determine the existence of any condition which might be detrimental to the health of the students or other persons.

The Employer's reasons for suggesting an examination shall be given the teacher in writing and shall be subject to the contract Enforcement Procedures. If the Employer shall suggest a medical examination, it shall pay the cost thereof provided that the examining physician and/or medical facilities are satisfactory to both Employer and employee.

- B. The Employer shall either furnish facilities for TB tests or reimburse each teacher for such tests as may be required by law.

#### **5.5 Association Representation and Discipline.**

- A. A teacher shall, at all times, be entitled to have present a representative of the Association when being reprimanded, warned, or disciplined for any infraction of discipline or delinquency in professional performance.
- B. When a request for such a representation is made, no action shall be taken with respect to the teacher until such representation of the Association is present. The Administration can request an Association representative to be present if the teacher does not secure such representation within 24 hours.
- C. No teacher shall be disciplined, reprimanded, reduced in rank or compensation, deprived of any professional advantage without just cause for any contractual assignment.

**5.6 Teachers Facilities.** The Board shall make available in each school, adequate rest room and lavatory facilities exclusively for teacher use and at least one room appropriately furnished, which shall be reserved for use as a faculty lounge. The teacher's lounge and lavatory facilities will receive daily maintenance. General housekeeping is the teacher's responsibility.

**5.7 Citizenship Rights.** All teachers employed by the Board of Education shall be entitled to full rights of citizenship as outlined by the Constitution of the United States, the State of Michigan, Federal legislation and State action attendant thereto.

**5.8 Non-Discrimination.** The Association shall be entitled to full rights of citizenship and no religious or political activities of any bargaining unit member or lack thereof shall be grounds for any discipline or discrimination with respect to the employment of such bargaining unit member.

The Board agrees that it will in no way discriminate against or between bargaining unit members covered by this Agreement because of their race, creed, color, gender orientation, national origin or ancestry, age, sex, marital status, physical characteristics or handicap or place of residence.



## ARTICLE 6

### PROFESSIONAL PERFORMANCE

**6.1 Professional Competence.** The Iowa Test of Educational Development (ITED), or CTBS, or State Assessment Tests or any other tests will not be used as a basis of evaluation for teacher performance.

**6.2 Formal Teaching Evaluation.** Formal written evaluations shall conform with the following guidelines.:

A. The formal evaluation criteria shall be furnished to each teacher at the beginning of the school year, or when first employed. The evaluation form shall be prepared by the Employer or recommended by the P.S.C.

B. Tenured teachers will be evaluated using the following procedures:

1. **Final Evaluation** - (Form A) Between April 1st and June 1st, of each school year, a final written evaluation (Form A) shall be prepared by the Administration and submitted to the Teacher. It is the intent that the Final Evaluation shall focus on behaviors observed directly by the Administration. Behaviors not directly observed may be included in the evaluation, provided they have been brought to the attention of the teacher, in writing, within reasonable time of the Administrators knowledge of the behavior and prior to the Final Evaluation.
2. **Goals and Objectives** - (Form B) During the final evaluation, but no later than September 15th, the Teacher Administrator and the Teacher will develop a minimum of three (3) goals focused on professional growth and improvement of classroom management and instruction.
3. **Interim Evaluations** - (Form C) The Administrator shall observe the classroom performance of each tenured teacher at least twice during the course of the year; based on at least 30 or more minutes in a classroom observation, with at least 15 minutes of observation. Observation visits for tenured teachers will be completed at least 15 days prior to the end of each semester.

C. Probationary teachers will be evaluated as follows:

1. Each probationary teacher shall receive at least four (4) evaluations. Two of the evaluations (the 2nd & 4th) shall be completed within thirty (30) school days following the end of each semester, utilizing Form D. A minimum of two other evaluations (the 1st & 3rd), consisting of observational visits, will be conducted in accordance with Section 6.2, B, 3 above.
2. **Goals and Objectives** (Form B). In addition to the evaluation, a Goals and Objectives report will also be utilized as part of the evaluation, as outlined in Section 6.2, B, 2 above.

- D. Each formal evaluation shall be in writing and shall be based on thirty (30) or more minutes of classroom observation with at least fifteen (15) consecutive minutes of observation.
- E. A post-observation conference for both tenured and probationary teachers shall be held within five (5) work days after the last of the classroom observations on which the evaluation is to be based. A preliminary copy of the formal evaluation resulting from the observation shall be given to the teacher at or prior to the conference and a final copy shall be given within ten (10) work days after the conference. If any evaluation criteria is rated unsatisfactory, the evaluator shall identify the deficiencies and identify specific improvement objectives. If the teacher disagrees with the observations, recommendations, or evaluation, the teacher shall submit within ten (10) work days a written reply which shall be attached to the evaluation and be placed in the teacher's personnel file. Future evaluations will include an evaluation of the previously mentioned criticisms to note progress.
- F. If a teacher disagrees with an unsatisfactory rating for a formal evaluation, the teacher shall have the right for reasonable cause to have a re-evaluation if requested within five (5) days from the receipt of the written formal evaluation. The teacher shall state in writing the specific reasons for the request for re-evaluation. The original evaluation shall not be used in determining the professional performance of the teacher.
- G. If a teacher disagrees with an unsatisfactory rating for a formal evaluation, the teacher shall have the right for reasonable cause to request an additional evaluation by another administrator within five (5) days from the receipt of the written formal evaluation. The teacher shall state in writing the specific reasons for the requested additional evaluation. Both evaluations shall be used in determining the professional performance of the teacher.
- H. As an individual situation may warrant, a building principal will recommend, and the Superintendent will direct, that any teacher participate in after-school inservice training programs designed to improve adverse comments listed on the evaluation, that will heighten the abilities of the probationary teachers. These sessions will not extend more than four hours per week over a period of not more than five (5) weeks.
- I. Each teacher shall have the right to review, discuss, object and add a written addendum to his evaluation. Should revision in such evaluation be unsatisfactory to the teacher, the teacher, after the grievance procedure is followed, shall be given the opportunity to discuss his evaluation at regular or special Board meetings before such evaluation becomes part of his personnel file.

**6.3 Other Evaluations.** Any evaluation outside the teaching situation will be recorded on a separate evaluation and in no way shall reflect on the teacher's teaching ability. Evaluation of extra-curricular activities shall have a reflection only on those activities and in no way be included with the teaching evaluation.

## ARTICLE 7

### COMPENSATION AND BENEFITS

**7.1 Basic Compensation and Fringe Benefits.** The basic compensation and fringe benefits shall be as set forth in Schedule "A", subject to the following provisions, namely:

- A. A teacher on the Longevity Schedule shall be eligible to advance to the next step on the salary schedule upon the completion of a service year. The step will be implemented at the beginning of each school year.
- B. Recognition of academic or certification advancement shall be made at the beginning of the work year following the submission by a teacher of proper verification of such advancement.

**7.2 Compensation Adjustments.** The basic compensation and/or benefits of a teacher on the Longevity Schedule shall be adjusted as follows:

- A. Overload, substitute and part-time adjustments shall be made as set forth in Schedule "A".
- B. Salary adjustments for professional services required beyond the regular work year or for deduction in pay shall be made as provided in Schedule "A".
- C. Additional compensation shall be paid for additional duties as set forth in Schedule "B". The Employer may credit experience in related activities, whether earned in the same or different positions or capacities.
- D. The Employer may pay additional compensation for the performance on non-classroom professional assignments requiring additional professional responsibility, effort, or skill. The amount of such compensation shall be discussed by the Employer and the Association prior to the beginning of the assignment. The additional compensation shall terminate upon the completion of the assignment.

**7.3 Teaching Experience.** Credit for experience obtained with another Employer, including military service and vocational experience, may be given by the Employer in determining compensation.

**7.4 Mileage.** A teacher may be required to use his motor vehicle to discharge his duties and if so required shall be reimbursed in the amount set forth in Schedule "A". The Employer may provide transportation in lieu of mileage.



## ARTICLE 8

### AUTHORIZED ABSENCE

**8.1 Extended Illness.** Any teacher whose personal illness extends beyond the period compensated under Article 7 shall be granted a leave of absence without pay for such time as is necessary, but not to exceed on (1) year, for complete recovery from such illness. Upon return from leave, and after a physical examination, a teacher shall be assigned to the same position, if available, or a substantially equivalent position.

**8.2 Leave Classifications.** A teacher may be eligible to be absent for the following purposes:

**8.21 Sick Leave.** Sick leave shall be used for:

- A. Any physical or mental condition which disables a teacher from rendering professional services, excluding any condition compensable by Worker's Compensation, or resulting from employment. Sick leave may be used for disability resulting from pregnancy to the extent expressly required by law.
- B. Any communicable disease which would be hazardous to the health of students or other employees.
- C. Physical examination, medical, dental, or other health treatment which cannot be scheduled outside of the teacher's regular work day.

**8.22 Family Leave.** Family leave shall be used for the illness of a member of the family indicated by Numbers 1-3 on the Cox Chart provided that the presence of the teacher is reasonably required.

**8.23 Funeral Leave.** Funeral Leave shall be used to attend the funeral of the deceased and/or to participate in usual bereavement activities. Family funeral leave is intended for the death of members of the family as indicate by Numbers 1-2 on the Cox Chart. Non-family Funeral Leave is intended for other relatives or persons whose prior relationship to the teacher would be sufficient to warrant the attendance of the teacher at the funeral of the deceased. The Employer may ask for verification of attendance at a funeral.

**8.24 Personal Business Leave.** Business leave shall be used only for necessary business, professional or personal obligations which cannot reasonably be scheduled outside the regular work day. It shall not be used for other employment or seeking of other employment or for social, recreational, vacation or other similar purposes. The employee shall identify the specific use of this leave as "personal business" and shall thereby certify that he/she shall not violate the provisions of this paragraph. If a teacher has a question concerning the legitimacy of a personal business leave, the principal or superintendent may be consulted.

**8.25 Jury Leave.** Jury leave shall be used for jury service if the teacher is unable to be excused or to have such service rescheduled to a time which does not conflict with the discharge of his professional responsibilities. The teacher shall return to his duties whenever his attendance in court is not actually required and will give the Employer reasonable notice in order to avoid the unnecessary use of substitute teachers.

**8.26 Association Leave.** Upon the request of the Association, the Employer shall grant a leave of absence to a teacher for purpose of participating in Association professional improvement programs or for conducting official Association business related to the administration or negotiation of this Collective Bargaining Agreement in accordance with the following guidelines, namely:

- A. The absence of the teacher shall not materially interfere with the discharge of the teacher's professional responsibilities.
- B. The Superintendent shall not be required to grant more than five (5) such Association leave days during each school year nor to grant leave on any one day to more than two (2) teachers.
- C. The Association shall reimburse the Employer for the cost of a substitute.

**8.27 Meritorious Leave.** Meritorious leave shall be used for general health, adoptions, child care, family emergencies, education, or for meritorious reasons not otherwise provided herein. In determining whether to grant any such leave, the Employer shall consider:

- A. The past performance of the teacher.
- B. The staffing needs and other requirements of the Employer.
- C. The length of service of the teacher and the probability that the teacher will return to the service of the Employer.
- D. The purpose of the leave.

**8.3 Leave Compensation.** The eligibility of a teacher to receive compensation and/or benefits for leave days shall be as set forth on Schedule "A". A teacher shall not be eligible for compensation and/or benefits for any leave which does not comply with the terms of this Agreement or of the written leave Agreement. If a teacher does not complete a full work year, the Employer shall be reimbursed for any days or fractions of days used in excess of the earned leave days.

**8.4 Authorized Days.** The number of authorized leave days shall be as set forth in Schedule "A". If a teacher is tardy or absent without authorization, the Employer shall have the right to deduct compensation and benefits as provided in Schedule "A". No leave days shall be earned by a teacher if a teacher is on a leave of absence or laid off.

## **8.5 Leave Administration.**

**8.51 Notice.** A teacher shall give the Employer notice of his desire to be granted a leave as soon as he is aware that leave will be required so that the Employer will have the maximum time to provide for the teacher's absence. The minimum notice for requesting a leave, excluding illness or unforeseeable events, shall be seven (7) work days prior to the requested leave date, or a regular Board of Education meeting, if Board approval is required. Requests for personal business should be submitted with a minimum of 24 hours notice before the leave.

**8.52 Leave Limitations.** All leaves shall be subject to the following limitations:

- A. A leave may be terminated early only with the consent of the Employer.
- B. A teacher may be required to disclose, except in cases of personal business, the specific use of a leave day.
- C. Leaves shall be taken in one half day increments, unless otherwise provided and agreed upon.

**8.53 Leave Denials.** A leave for other than personal illness or a family death may be denied if the teacher has failed to make adequate provision for the discharge of his classroom responsibilities during his absence. Leave request shall be made in writing on forms furnished by the Employer. A leave may be approved without a prior written request as a consequence of unforeseen circumstances or the inability of a teacher to file a written request, provided, that a written application is thereafter filed.

**8.54 Verification.** If the Employer with the concurrence of four (4) Association appointed representatives determines that a teacher knowingly withheld or misrepresented material information concerning the purposes or the teacher's eligibility for leave or for any leave benefits, the teacher may be disciplined.

**8.6 Crisis Leave Bank.** An employee may voluntarily contribute to a crisis leave bank. This bank holds in reserve days that may be used for extended personal illness or injury when all of their own personal sick days have been depleted. Each day contributed shall equate to 1/2 day for the recipient. The Association shall be responsible for the administration of the crisis leave bank, but agrees to notify the Employer of such use. Teachers may apply for a maximum of 15 crisis leave days per application. Teachers may reapply for additional days for the same illness or injury. The purpose of the crisis leave bank is to provide protection for those people in need until they are covered by another loss-of-compensation benefit.



## ARTICLE 9

### ASSOCIATION RIGHTS AND RESPONSIBILITIES

**9.1 Use of School Facilities.** The members of the Association shall have the right to use school building facilities for meetings at all reasonable times that will not interfere with student education. The use of the building will be cleared through the Administration. The S.E.A. will not conduct meetings during a normal work day. Faculty bulletin boards in the teacher's lounge and other established media of communication shall be made available to the members of the Association.

**9.2 Furnishing Information.** The Board agrees to furnish to the Association in response to requests from time to time all available information concerning the financial resources of the district: tentative budgetary requirements and allocations and such other information as will assist the Association in developing intelligent, accurate, informed and constructive programs, together with information which may be necessary for the Association to process any grievance or complaint.

## ARTICLE 10

### CONTRACT ENFORCEMENT

**10.1 Introduction.** A claim by a teacher or of the Association that there has been a violation, misinterpretation or misapplication of any provision of this Agreement or any rule, or order, or regulation of the Board may be processed as a grievance as hereinafter provided.

#### **10.2 Steps of Procedure:**

##### **A. Level One**

1. A teacher with an alleged grievance shall discuss it with his immediate supervisor or principal individually, together, or through the Association representative. Such discussion shall take place within five (5) working days of the teacher's knowledge of the occurrence of the alleged grievance.
2. In the event that step one is unsuccessful or one of the parties to the grievance does not wish to use this step, the teacher may file a formal grievance on a form to be supplied by the Association, (see Appendix B). This form shall be completed on four copies; one copy for the grievant, one for the Association, one for the immediate supervisor, and one copy for the superintendent. All copies will progress through the necessary steps until resolved so as each copy has dispositions recorded. These forms will be returned to the proper authorities upon resolving the grievance. A formal grievance must be filed within five (5) working days of discussion with the supervisor.
3. Within five (5) working days of the receipt of the grievance, except in case of absence, the supervisor 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.

##### **B. Level Two**

1. If the Association is not satisfied with the disposition of the grievance or if no disposition has been made, the grievance may be transmitted to the Superintendent. Such action must take place within five (5) working days of receipt of the superior's decision, or expiration of time limit.
2. Within five (5) working days, the Superintendent, except in case of absence, 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. In the event of absence, the Superintendent shall have five (5) working days upon his return to indicate his disposition.

### **C. Level Three**

1. If the Association is not satisfied with the disposition of the grievance by the Superintendent, or if no disposition has been made within five (5) working days of such meeting, the grievance may be transmitted to the Board of Education filing a written copy thereof with the secretary or other designee of the Board of Education. Such appeal is to be filed within five (5) working days after the Association receives an answer from the Superintendent.
2. The Board of Education, no later than its next regular meeting, may hold a hearing on the grievance, review such grievance in Closed Session, or give such other consideration as it shall deem appropriate.
3. Disposition of the grievance in writing by the Board of Education shall be made no later than five (5) working days thereafter. A copy of such disposition shall be furnished to the Association.

### **D. Level Four**

1. If the Association is not satisfied with the disposition of the grievance by the Board of Education or if no disposition has been made within the period above provided, the grievance may be submitted to advisory arbitration before an impartial arbitrator. The arbitrator shall be selected by the American Arbitration Association in accord with its rules which shall likewise govern the arbitration proceeding.
2. The fees and expenses of the arbitrator shall be shared equally by the parties.
3. Notwithstanding the expiration of this Agreement, any claim or grievance arising thereunder may be processed through the grievance procedure until resolution.
4. In cases where the time required to process a grievance through the grievance procedure will cause a disadvantage to the grievant(s), the grievance may be appealed directly to the Board.
5. In the event that a grievance is filed by a bargaining unit member of the Association that is of such a nature that expediency in resolution is imperative or the grievance is of such a nature that a resolution could not be achieved by following the normal procedures, the parties may, by mutual consent, send the grievance directly to the advisory arbitration.

### **10.3 Terms of Grievance.**

- A. The time limits provided in this Article shall be strictly observed but may be extended by written agreement of both parties.
- B. In the event a grievance is filed after May 1, of any year, strict adherence to the time limits may result in hardship to either party, the Board shall process such grievance prior to the end of the school term or within thirty (30) days after the grievance reached Level 4

**10.4 Provisional Relief.** A party may at any stage of the proceedings provisionally grant in whole or in part the relief requested by the Claimant. Neither a provisional grant of relief, nor the failure to grant such relief, shall be considered as an admission, it being intended only for the purpose of permitting a party to mitigate damages pending a final determination of the claim.

## ARTICLE 11

### MISCELLANEOUS PROVISIONS

#### 11.1 Negotiations Procedure.

- A. It is agreed that any and all matters not specifically covered by this Agreement of concern to either party shall be subject to professional negotiations between them from time to time during the period of this Agreement upon written request by either party to the other. The parties shall undertake to cooperate in arranging meetings, selecting representatives for such discussions, furnishing necessary information and otherwise constructively considering and resolving any such matters as promptly as possible.
- B. The Board's negotiating or bargaining representatives shall include at least two (2) members of the Board whenever possible. The KCEA negotiation or bargaining representative shall include at least two (2) teacher members of the Association. It is recognized that no final agreement between the parties may be executed without ratification by a majority of the Board of Education and by a majority of the membership of the Association, but the parties mutually pledge that representatives selected by each shall be clothed with all necessary power and authority to make proposals, consider proposals and make concession in the course of negotiations or bargaining, subject only to such ultimate ratification.
- C. The KCEA and Board specifically recognize the right of either party to appropriately invoke the assistance of the State Labor Mediation Board.
- D. Every Agreement executed under the provision of Paragraphs A and B of this Article shall become effective immediately upon ratification by the Board and by the Association unless otherwise stated, and shall continue in force for the life of the Master Agreement and shall have the same force and effect as all other parts of the Master Agreement.

**11.11 Term.** This Agreement shall be effective as of the date hereof, and shall continue in effect until August 31, 2000, except as a provision by its express terms intends for a longer period.

**11.12 Complete Agreement.** This Agreement contains the full and complete agreement of the parties and may be altered, changed, added to, deleted from, or modified only through the mutual consent of the parties in a written and signed amendment to this Agreement.

**11.2 Unavailability Notice.** Teachers shall be informed of a telephone number that may be called before 7:00 a.m. to report unavailability. It shall be the responsibility of the Administration to arrange for a substitute certified teacher.

**11.3 Board Information.** Information presented to the Board of Education in an open meeting will be provided to the Association



**11.4 Contract Printing Deadline.** Copies of this Agreement shall be printed at the expense of the Board of Education and presented to all teachers now employed or hereafter employed by the Board, within thirty (30) days following ratification by both parties.

**11.5 Policy Determination.** The Board of Education has the right to determine, with the advice and recommendation of the school faculty, the curriculum to be taught, textbooks to be used, the grading system, and all other rules and regulations with regard to the conduct of the pupils on the school premises.

**11.6 Definitions.** Except as otherwise expressly provided in this Agreement, the words and phrases have the following meanings:

- A. Day means a calendar day except a Saturday, Sunday or a scheduled holiday vacation period occurring during the school year.
- B. Part-time teacher means a teacher employed under a written contract who regularly works less than a full work year, work week or work day.
- C. Party means the Employer the KCEA or the SEA.

**11.7 General Interpretation.** This Agreement shall supersede any rules, regulations, or practices of the Board which shall be contrary to or inconsistent with the terms of the Agreement. It shall likewise supersede any contrary or inconsistent terms contained in any individual teacher contracts heretofore in effect. All future individual teacher contracts shall be made expressly subject to the terms of this Agreement. The provisions of this Agreement shall be incorporated into and be considered part of the established policies of the Board. Each provision shall be interpreted in such manner as to be effective and valid under applicable law; but if any provision shall be invalid, such provision shall be ineffective to the extent of such invalidity without invalidating the remaining provisions of this Agreement. Except as otherwise expressly provided in this Agreement, the Employer retains all powers, rights, authority, duties and responsibilities conferred upon it or vested in it by the laws and Constitution of the State of Michigan and of the United States.

**11.71 Captions.** Captions are included only for convenience of reference and shall not modify in any way the provisions herein.

**11.72 Individual Contracts.** All individual teacher contracts are subject and subordinate to the provisions of this Agreement and shall be terminated in accordance with the procedures herein set forth or by the termination of the teacher's tenure rights.

**11.73 Policies and Other Agreements.** The Employer has the right to adopt policies, initiate programs and enter into agreements with teachers or others, which are not contrary to the express terms of this Agreement. The Employer shall in good faith consult the Association prior to the adoption of any policy required by this Agreement.

**11.8 Contract Representatives.** Each party shall designate in writing the names of its authorized representatives to administer the contract and such representatives shall meet at least monthly during the terms of this Agreement.

**11.9 Professional Study Committee.** The parties agree that a Professional Study Committee (P.S.C.) will meet on a timely basis to discuss issues of mutual concern. The committee shall serve in a problem solving and advisory capacity. The parties may have as many as four (4) representatives each on the P.S.C.

Dated: 7-7-97

KALAMAZOO COUNTY  
EDUCATION ASSOCIATION

By Chuck Corella  
Its Executive Director

By Terry Haas *Terry M. Haas*  
Its Negotiating Committee Chairperson

SCHOOLCRAFT COMMUNITY  
SCHOOLS BOARD OF EDUCATION

By Jack Sauer *Jack Sauer*  
Its President

By Mary Bronkema *Mary Bronkema*  
Its Secretary

*(Signature copies maintained by the Parties to this Agreement.)*

bb:agreement

# SCHOOLCRAFT COMMUNITY SCHOOLS

## SCHEDULE A

### A-1 Compensation.

#### A-1.1 Longevity Salary Schedule: 1997-98

STEP	BA INDEX	BA SALARY	MA INDEX	MA SALARY	MA +30 SALARY (+\$1200)
1	1.000	25,362	1.080	27,391	28,591
2	1.052	26,681	1.139	28,887	30,087
3	1.104	28,000	1.197	30,358	31,558
4	1.156	29,318	1.256	31,855	33,055
5	1.208	30,637	1.314	33,326	34,526
6	1.260	31,956	1.373	34,822	36,022
7	1.312	33,275	1.431	36,293	37,493
8	1.364	34,594	1.490	37,789	38,989
9	1.416	35,913	1.549	39,286	40,486
10	1.468	37,231	1.607	40,757	41,957
11	1.520	38,550	1.666	42,253	43,453
12	1.572	39,869	1.724	43,724	44,924
13	1.624	41,188	1.783	45,220	46,420
14	1.676	42,507	1.841	46,691	47,891
15	1.728	43,826	1.900	48,188	49,388
16	1.728	43,826	1.900	48,188	49,388
17	1.728	43,826	1.900	48,188	49,388
18	1.728	43,826	1.900	48,188	49,388
19	1.728	43,826	1.900	48,188	49,388
20	1.728	43,826	1.900	48,188	49,388
21	1.728	43,826	1.900	48,188	49,388
22	1.728	43,826	1.900	48,188	49,388
23	1.728	43,826	1.900	48,188	49,388
24	1.728	43,826	1.900	48,188	49,388
25	1.768	44,840	1.943	49,278	50,478

The 1997/98 Compensation Fund will be determined as follows:

**State Aide Allocation**—The State Aide Allocation shall be determined by multiplying the 1997/98 Per Pupil Foundation Grant (PPFG) by the 1996/97 pupil enrollment. The Categorical State Aide (i.e., special education transportation, at risk, gifted and talented, and Section 52 special education) that is currently being separated from the PPFG will not be factored into this formula.

**Example:**

Pupil Enrollment X Per Pupil Foundation Grant = State Aide Allocation

1088 X \$5,399 = \$5,874,112

**Percentage of Budget Allocated for Compensation**—The agreed upon percentage for this contract is 58.0. This percentage would only be decreased if the 1997/98 teaching staff is reduced as a



cost-saving measure by the district in the 1998/99 or 1999/2000 school years. The teacher's salary, FICA, and Retirement would be deducted from the Compensation Formula. This new Compensation Formula is then divided by the State Aide Allocation to determine the new Percentage of Budget Allocated for Compensation. This would not include any reductions due to teacher retirements. This percentage would only be increased back to the initial percentage if it had been previously decreased and then additional teaching staff were hired.

Examples of a Decrease in Staffing and Calculating a new Percentage of Budget Allocated for Compensation:

\$3,406,985	(Compensation Formula)
- 30,700	(Teacher Salary, Retirement, FICA)
\$3,376,285	(New Compensation Formula)

New Percentage =  $\frac{\$3,376,285 \text{ (New Compensation Formula)}}{\$5,874,112 \text{ (State Aide Allocation)}} \times 100 = 57.48\%$

Compensation Formula—The Compensation Formula will be determined by multiplying the State Aide Allocation by the Percentage of Budget Allocated for Compensation, to determine the total amount of funds available to improve salaries. Funds will be allocated first to Retirement, FICA, and Step Increases, with the remaining funds applied to the base increase on the entire schedule.

Examples:

State Aide Allocation X Percentage of Budget Allocated for Compensation = Compensation Formula  
 $\$5,874,112 \times .58 = \$3,406,985$

Compensation Formula / Retirement and FICA = Money Available for Teacher Salaries  
 $\$3,406,985 / 1.2282 = \$2,773,966$

Money Available for Teacher's Salaries – \$1,200/Teacher with MA+30 = Money for new base  
 $\$2,773,966 - \$2,400 = \$2,771,566$

Money for new base / Total Teacher Index = New Base Salary  
 $\$2,771,566 / 110.50 = \$25,082$

1998/99 Compensation Formula will use the PPFG for 1998/99 and the pupil enrollment for 1997/98 for determining the State Aide Allocation.

1999/2000 Compensation Formula will use the PPFG for 1999/2000 and the pupil enrollment for 1998/99 for determining State Aide Allocation.

Other Considerations—Other considerations which apply to these calculations are as follows:

- A. If no definitive information is available from the State to accurately calculate these formulas, a best estimate will be mutually agreed on by August 1st.
- B. Any shortage or overage made to the teacher salary schedule, due to inaccurate estimates made on August 1st, will be factored into the formulas the following year, before the Compensation Formula for the next year is determined.
- C. The base salary on the salary schedule, which subsequently determines the whole salary schedule, will never be reduced from the previous year. However, in the event the

Compensation Formula for a given year is not sufficient to cover the FICA, Retirement, and Salary Step Increases, the Salary Schedule will be frozen until such a time that annual Compensation Formula calculation indicates an increase is required in the base salary. In the event that this happens, then both parties agree to meet and make any necessary adjustments in the compensation formula.

- D. The Association and the Board of Education agree that should the State change the Per Pupil Foundation Grant (PPFG) Funding and/or revenue categories then both parties agree to meet and make any necessary adjustments in the compensation formula.

The Longevity Salary Schedule shall be subject to the following conditions and adjustments:

**A. 1.2 Compensation Adjustments.**

- A. Teaching assignments in the High School and Middle School that require more than the rate of 5% of the base. This article includes only English, Math, Science, and Social Studies classes. Band, Physical Education, Choir, Art, Home Economics, Industrial Arts, along with academically grouped, combination and experimental classes are excluded
- B. An elementary teacher having a split grade (excluding non-graded classes) shall receive an additional amount equal to 2.25% of the BA base per year plus state retirement.

**A. 2.1 Benefit Plans.** Subject to the provisions hereinafter set forth, each eligible teacher shall have the right to select Plan "A" or "B".

**MESSA-PAK Plan A** - For employees needing health insurance. The Employer agrees to provide to the full-time teacher the following MESSA-PAK benefits for a full 12 month period for the teacher and his/her family. MESSA PAK A premiums will be capped at 5% per year. In the event the premium increases are greater than 5%, the excess premium will be deducted from the employee's pay checks.

**SUPER CARE I**

Long Term Disability	66 2/3% \$5,000 maximum 90 calendar days-modified fill Freeze on offsets Alcoholism/drug addition - 2 years Mental/nervous - 2 years
Delta Dental	75/50/50: \$1,500
Negotiated Life	\$40,000 AD&D
Vision	VSP-2

**MESSA-PAK Plan B** - For employees not needing health insurance. The Employer agrees to provide without cost to the full-time teacher the following MESSA-PAK for a full 12 month period for the teacher and his/her family:

Negotiated Life	\$50,000 AD&D
Delta Dental	80/80/50: \$1,500
Vision	VSP-3
Long Term Disability	66 2/3%
	\$5,000 maximum
	90 calendar days - modified fill
	Freeze on offsets
	Alcoholism/drug addition - 2 years
	Mental/nervous - 2 years

#### **A. 2.2 Contribution Adjustments.**

A. If a teacher does not provide professional services for the full work year, premiums shall terminate at the end of the calendar month in which the teacher's professional services ended.

B. The benefits of a part-time teacher shall be proportionately adjusted.

**A. 2.3 Application for Insurance.** Each teacher shall file an application with the Employer for insurance coverage on forms furnished by the Employer. Each application shall include, or have attached to it, a certification by the teacher of the insurance coverage available to each dependent or spouse included in the application. An amended certification shall be promptly filed whenever there is any material change in the information previously furnished.

**A. 2.4 Association Cooperation.** The Association agrees to cooperate with the Employer in order to discourage insurance coverage which will result in the shifting of coverage cost from another employer or double coverage with no reasonable benefits to the insured.

**A. 2.5 Plan Year.** The benefit period shall be the same as the contract period.

#### **A. 3 Leave Allowances.**

A. Each full time teacher shall be eligible for the following leave benefits:

<u>Leave Classification</u>	<u>Yearly</u>	<u>Accumulation</u>	<u>Compensated</u>
Sick Leave (family & self)	10 days	100 days	Yes
Funeral Leave:			
Family	Agreement	none	Yes
Non-family	1 day	none	Yes
Business Leave	2.5 days	none	Yes
Association Leave	Contract	none	Yes***
Meritorious Leave	Agreement	none	Yes & No

\*\*\* Association to pay cost of substitute.

B. Once ninety (90) days of sick leave has been accumulated, a teacher shall be paid \$25.00 per each day of unused sick leave accumulated over ninety (90) days. The monies will be paid at the end of the school year.

C. Upon retirement, a teacher shall be paid \$25.00 per each day for the unused portion of sick leave accumulated up to 70 days.

**A. 4 Transportation Allowance.** Reimbursement shall be a rate of 20 cents per mile.

**A. 5 Payroll Deduction.** Deductions for insurance are limited to the contract benefit plans. There shall be only one enrollment period per year for each plan or benefit. Upon proper request, a teacher may also request payroll deduction for the following:

1. Credit Union
2. A tax sheltered annuity, if one carrier agrees to administer. The Employer shall not be required to approve more than five (5) carriers.
3. Association dues.

**A. 6 Probationary Teachers-Professional Development Time.** Probationary Teachers shall be required to complete a minimum of fifteen (15) days of professional development during their first three (3) years of classroom teaching. Probationary teachers may be required to complete professional development days outside the regular work day and work year.

Probationary Teachers will be reimbursed for associated costs including: registration, fees, materials and when applicable, mileage, in accordance with district policy for any and all professional development days.

**A. 7 College Credit Reimbursement.** Teachers shall be reimbursed up to 50% of credit hour cost for college level classes, under the following conditions:

- A. Classes eligible for reimbursement must be graduate level classes required for continuing teacher certification or to enhance the professional qualifications of the teacher.
- B. Maximum number of hours eligible for reimbursement is limited to six (6) credit hours per eligible teacher, per year.
- C. The teacher must be employed, at least half-time in the district, when enrolled in eligible classes, as well as at time of application for reimbursement.
- D. Application for reimbursement shall first be due no later than October 1, 1998 for classes completed the previous year beginning September 1, 1997 and ending August 31, 1998. These dates shall apply each subsequent year this program is in effect. Records indicating course completion and a grade of at least a "B" shall be required, along with a statement of how the class fits into an educational plan or professional qualifications.



- E. Total amount of funds available for this program shall be \$7,400 per year. In the event the reimbursement requirements exceed this amount, the funds will be distributed on pro-rated basis. Any balance in this program would then be added to the following year's program.

# SCHOOLCRAFT COMMUNITY SCHOOLS

## SCHEDULE B

(Schedule B will be reviewed by a committee of teachers and administrators with any recommended changes being presented to the negotiating teams of both parties prior to November 1, 1991.)

### B. 1 Compensation Schedule. (All Experienced Personnel will begin at Step 1)

<u>Group I.</u>	Years of Experience	0	1	2	3	6	10
	% of Base	13	14	15	16	17	18

Varsity Football, Varsity Basketball.

<u>Group II.</u>	Years of Experience	0	1	2	3	6	10
	% of Base	7	8	9	10	11	12

Asst. Varsity Football, JV Football, Asst. JV Football, Freshman Basketball, JV Basketball, Varsity Basketball, Varsity Track, Varsity Cheerleading Advisor, Varsity Softball, Varsity Volleyball.

<u>Group III.</u>	Years of Experience	0	1	2	3	6	10
	% of Base	4	5	6	7	8	9

J.H. Football, Asst. J.H. Football, 8th Grade Basketball, 7th Grade Basketball, JV Baseball, JV Softball, Asst. Varsity Basketball, Asst. Track, JV Volleyball, Asst. Varsity Cheerleading, J.H. Cheerleading Advisor, Tennis, Varsity Cross Country.

<u>Group IV.</u>	Years of Experience	0	1	2	3	6	10
	% of Base	3	4	5	6	7	8

J.H. Track, 7th Grade Volleyball, 8th Grade Volleyball, Weight Room Supervisor.

<u>Group V.</u>	<u>Assignment</u>	<u>Rate % of Base</u>
	12th Grade Sponsor	2.5
	11th Grade Sponsor	2.5
	10th Grade Sponsor	2.5
	9th Grade Sponsor	2.5
	8th Grade Sponsor	2.5

**SCHOOLCRAFT COMMUNITY SCHOOLS**  
**SCHEDULE B (Continued)**

<u>Group V.</u>	<u>Assignment</u>	<u>Rate % of Base</u>
	7th Grade Sponsor	2.5
	Elementary Student Council Advisor	2.5
	Middle School Student Council Advisor	2.5
	High School Student Council Advisor	2.5
	Vocal Music (K-8)	2.5
	Vocal Music (9-12)	2.5
	Band (5-8)	2.5
	Band (9-12)	7.5
	National Honor Society	1.5
	Yearbook (H.S. and M.S.)	3.0 (2 positions)
	Jr./Sr. Prom	3.0
	Building Trades (Summer work/home)	3.0 (2 homes)
	Play Director (each play)	4.0 (2 plays)
	Bacstop (Director Only)	4.0
	7th Grade Camp (Director Only)	5.0
	Mentor Teacher (1st 2 years)	1.5
	Curriculum Council Department Head	2.0
	Club Advisor (1 Advisor Per Club) (i.e., Chess Club, Ecology Club, etc.)	1.0
	Driver's Education and other	\$15.00/hour
	Voluntary lunch period supervisor	\$7.00/per lunch hour
	Professional Development	\$9.00/hour
	Athletic Crowd Control	
	Football	\$40.00/night
	Basketball	\$50.00/night
	Concessions	\$45.00/night





**APPENDIX B**  
**SCHOOLCRAFT SCHOOL DISTRICT**

Fill out in Triplicate

Distribution of Form

1. Superintendent or Principal
2. Association
3. Teacher

GRIEVANCE REPORT \_\_\_\_\_

Date Filed: \_\_\_\_\_

**STEP I**

A. Date Cause of Grievance Occurred: \_\_\_\_\_

B. Statement of Grievance and Relief Sought: \_\_\_\_\_

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

--

Signature

Date

C. Disposition by Principal: : \_\_\_\_\_

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

--

Signature

Date

D. Grievant and/or Association Position: \_\_\_\_\_

\_\_\_\_\_

--

Signature

Date

**STEP II**

A. Date Received by Superintendent or Designee: \_\_\_\_\_

B. Disposition of Superintendent or Designee: \_\_\_\_\_

\_\_\_\_\_

--

Signature

Date

C. Grievant and/or Association Position: \_\_\_\_\_

\_\_\_\_\_

--

Signature

Date

**STEP III**

Date Received by Board of Education or Designee: \_\_\_\_\_

Disposition by Board: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

--

Signature

Date

**STEP IV**

Date Submitted to Advisory Arbitration: \_\_\_\_\_

Disposition of Grievance: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Date of Decision: \_\_\_\_\_

--

Signature of Arbitrator

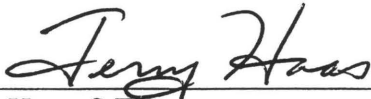
## LETTER OF AGREEMENT

Concerning

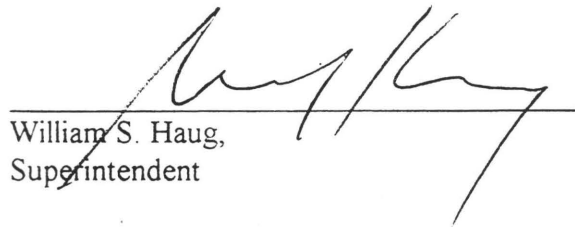
### **REQUIRED DAYS AND HOURS**

It is recognized that the District retains the right to schedule the necessary hours of instruction and minimum number of days of instruction, including professional development to qualify for full State Aide (Per Pupil Foundation Grant) for which it is entitled. Schedule changes required as well as options to comply with these State mandates shall be negotiated with the Schoolcraft Education Association.

Date: 7-7-97



Terry Haas, S.E.A.  
Chief Negotiator



William S. Haug,  
Superintendent

## LETTER OF UNDERSTANDING

Two issues were discussed during negotiations with the S.E.A. in the Spring of 1997. This Letter of Understanding outlines how these issues will be handled.

### **I. Class Size Limitations**


- A. Current language in the contract will remain unchanged.
- B. It is recommended that the school improvement teams in each building address the issue of class size, if there is a desire to do so.
- C. Any recommendations by the school improvement teams will be advisory in nature and will not be binding unless changes are negotiated into the contract at some future date.
- D. Class size is a mutual concern of both parties.

### **II. Evaluation of Tenure Teachers**

- A. Current language in the contract will remain unchanged.
- B. The S.E.A. will appoint a committee of teacher representatives to meet with the Administrative team to determine a common evaluation format for all buildings.
- C. The objectives of the new evaluation format will be to have a goals setting session annually between the Administrator and teacher, periodic visitations, and a review of goals at the end of the year.
- D. A concern to be addressed is whether or not such a format would be effective for a tenure teacher who is experiencing some difficulty.

Date: 7-7-97

  
Terry Haas, S.E.A.  
Chief Negotiator

  
William S. Haug,  
Superintendent

SCHOOLCRAFT COMMUNITY SCHOOLS  
Administrator's Evaluation and Report  
on  
Teacher Growth

_____ Name	_____ Date	
_____ Subject Area Observed	_____ Grade Level Observed	_____ Building
_____ Administrator	_____ Evaluation Number	_____ Duration of Visit

Rating Key

1. Satisfactory: Displays level of effectiveness well beyond expected, satisfactory level.
2. Needs Improvement: Performance is below satisfactory level.
3. Unsatisfactory: Performance is substantially below the satisfactory level; unacceptable.

It is understood that this evaluation is intended as a constructive device with the goal of assisting the teacher in progressing and developing in every way toward becoming a totally effective, productive teacher.

It is also understood that, although many categories rated in this form have been evaluated during this classroom visit, many other categories are rated throughout the school year and reflect an on-going, day-to-day observation and should be considered to have been evaluated over an extended period of time (from the date of the previous evaluation to the present).



Form A (2)

1. Teaching Skills and Procedures

\_\_\_ Satisfactory \_\_\_ Needs Improvement \_\_\_ Unsatisfactory

Comments: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

2. Planning and Preparation

\_\_\_ Satisfactory \_\_\_ Needs Improvement \_\_\_ Unsatisfactory

Comments: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

3. Classroom Management

\_\_\_ Satisfactory \_\_\_ Needs Improvement \_\_\_ Unsatisfactory

Comments: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

4. Relations with Students and Parents

\_\_\_ Satisfactory \_\_\_ Needs Improvement \_\_\_ Unsatisfactory

Comments: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

5. Professionalism

\_\_\_ Satisfactory \_\_\_ Needs Improvement \_\_\_ Unsatisfactory

Comments: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

## GENERAL COMMENTS:

## GENERAL RATING

☐ Satisfactory    ☐ Needs Improvement    ☐ Unsatisfactory

## RECOMMENDATION

☐ Renew Contract                      ☐ Not Recommended for Contract Renewal

☐ Renew Contract on Second Year Probation

☐ Renew Temporary Contract

☐ Renew Contract on Third Year Probation

☐ Do Not Renew Contract

\_\_\_\_\_  
Signature of Principal\_\_\_\_\_  
Date\_\_\_\_\_  
Signature of Instructor\_\_\_\_\_  
Date

Instructor's signature indicates that the instructor has read this evaluation but does not necessarily indicate agreement with the evaluation either in whole or in part.

The instructor may file a written rebuttal to this evaluation with the principal (carbon copy to superintendent) within five (5) working days of receipt of this evaluation.

The GENERAL RATING on this evaluation reflects the evaluator's overall evaluation of the teacher's performance and effectiveness and should not be construed to reflect a totaling up of the individual categories on this form in order to arrive at a point total which would restrict the general rating to a particular category.

PRINCIPALS' OFFICES  
Elementary / 679-5181  
Middle School / 679-5179  
High School / 679-5201  
FAX / (616) 679-4029P.O. Box 278  
SCHOOLCRAFT, MICHIGAN  
49087-0278SUPERINTENDENT'S  
OFFICE  
629 East Clay  
679-4331

## TEACHER GOALS EVALUATION

-----  
Name-----  
Date-----  
AssignmentGoal 1: -----  
-----

Was this goal met? Yes \_\_\_\_\_ No \_\_\_\_\_ On Going \_\_\_\_\_

Comments: -----  
-----  
-----Goal 2: -----  
-----

Was this goal met? Yes \_\_\_\_\_ No \_\_\_\_\_ On Going \_\_\_\_\_

Comments: -----  
-----  
-----Goal 3: -----  
-----

Was this goal met? Yes \_\_\_\_\_ No \_\_\_\_\_ On Going \_\_\_\_\_

Comments: -----  
-----  
-----

ALL TEACHERS (Twice/yr.)

**SCHOOLCRAFT COMMUNITY SCHOOLS**  
**CLASSROOM VISITATION RECORD**

_____	_____
Date	Teacher
_____	_____
Subject	Class Period
_____	_____
Administrator	Duration of Visit

**OBSERVATIONS:**

Classroom Environment:

General Routine:

Organization:

**SPECIFIC COMMENTS:** \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
Signature

**SCHOOLCRAFT COMMUNITY SCHOOLS**  
**Administrator's Evaluation and Report**  
**on**  
**Teacher Growth**

---

Name

---

Date

---

Subject Area Observed

---

Grade Level Observed

---

Building

---

Administrator

---

Evaluation Number

---

Duration of Visit

**Rating Key**

1. **Exceeds Expectations:** Displays level of effectiveness well beyond expected, satisfactory level.
2. **Meets Expectations:** Performance is at a satisfactory level.
3. **Does Not Meet Expectations, Needs Improvement:** Performance is below satisfactory level.
4. **Ineffective, Unsatisfactory:** Performance is substantially below the satisfactory level; unacceptable.

**N/A, N/O:** Not Applicable, Not Observed

It is understood that this evaluation instrument is intended as a constructive device with the goal of assisting the teacher in progressing and developing in every way toward becoming a totally effective, productive teacher.

It is also understood that, although many categories rated in this form have been evaluated during this classroom visit, many other categories are rated throughout the school year and reflect an on-going, day-to-day observation and should be considered to have been evaluated over an extended period of time (from the date of the previous evaluation to the present).

**A. TEACHING SKILLS AND PROCEDURES**

- |   | 1 | 2 | 3 | 4 |
|---|---|---|---|---|
| 1. Demonstrates mastery of subject matter   |   |   |   |   |
| 2. Presents explanations clearly and is understood by students at all levels  |   |   |   |   |
| 3. Makes effective use of a variety of methods and materials  |   |   |   |   |
| 4. Provides opportunities for pupil participation and encourages participation  |   |   |   |   |
| 5. Varies methods and procedures when necessary to meet the needs of students at all levels of ability  |   |   |   |   |
| 6. Makes appropriate and effective use of available teaching materials, audio-visual aids, library, and other outside resources when applicable |   |   |   |   |
| 7. Demonstrates enthusiasm, makes an effort to make the lessons interesting   |   |   |   |   |
| 8. Establishes fair and reasonable standards of student achievement, keeping in mind the varying degrees of student ability levels              |   |   |   |   |
| 9. Provides opportunities for remediation of students whenever appropriate  |   |   |   |   |
| 10. Challenges more capable students effectively  |   |   |   |   |
| 11. Provides interesting and appropriate reinforcement for positive responses and accomplishments   |   |   |   |   |
| 12. Leads interesting class discussion, asks meaningful and appropriate questions   |   |   |   |   |
| 13. Provides appropriate demonstrations and/or examples in order to reinforce a concept further or answer a question                            |   |   |   |   |
| 14. Demonstrates poise, control, and self-confidence in the classroom   |   |   |   |   |
| 15. Teaches within the scope of the established curriculum of the school system in the subject area   |   |   |   |   |
| 16. Provides frequent feedback to students on grade status, tests, and assignments  |   |   |   |   |

Comments:



## B. PLANNING AND PREPARATION

1. Follows established curriculum guidelines in the subject area
2. Plans and prepares lessons consistently prior to presentation of the lesson or project
3. Organizes and develops lessons and materials consistently in such a manner as to be understood easily by students at varying levels of ability
4. Writes lesson plans clearly and thoroughly in such a manner as to allow a substitute to follow
5. Maintains routines, seating charts, time schedules, and procedures in such a manner as to be understood easily by a substitute
6. Develops and strives to meet immediate and long-range goals consistent with the Common Goals of the Schoolcraft Community Schools
7. Develops and strives to meet adequate and appropriate performance objectives

1	2	3	4

Comments:

## C. ORGANIZATION

1. Keeps class record book marked clearly, up-to-date, and marked and indexed clearly
2. Demonstrates fairness and consistency in grading procedures in keeping with established grading policy of the school system
3. Handles homeroom responsibilities (report cards, permanent student records, communications with students, issuance of materials, etc.) accurately and consistently and within the appropriate time allotment

1	2	3	4

Comments:

**D. CLASSROOM ENVIRONMENT AND MANAGEMENT**

1. Classroom environment is pleasant, conducive to learning
2. Students are orderly, kept under control, and supervised properly at all times
3. Seating arrangement, lighting, and other classroom factors are managed effectively by the teacher so as to allow a comfortable learning atmosphere
4. Bulletin boards and displays are attractive and appropriate for the subject area
5. Routines and procedures are managed and reinforced so as to maintain a minimum of noise and confusion and allow for a minimum of wasted time
6. Classroom is orderly, kept neatly, presents a comfortable, business-like atmosphere

1	2	3	4

Comments:

**E. TEACHER-STUDENT-PARENTAL RELATIONSHIPS**

1. Exhibits tact and maturity in dealing with students; avoids use of sarcasm and ridicule
2. Exhibits tact and poise in dealing with parents during conferences, inquiries, and in written communications with parents
3. Exhibits a sense of fairness in working with students
4. Exhibits a sense of humor when appropriate

1	2	3	4

Comments:

**F. PROFESSIONAL QUALITIES AND TRAITS**

1. Demonstrates a good understanding of the school program and a willingness to work with parents, colleagues, and administrators toward its improvement
2. Works effectively with parents, colleagues, and administrators toward the solution of problems and difficulties
3. Accepts advice and constructive criticism from administrator or supervisor
4. Demonstrates an interest in professional growth and development by attending appropriate workshops, seminars, conferences, and other such professional programs
5. Attends appropriate meetings dealing with services to students (I.E.P.C., Student Concerns, Special Education Services Building Team Meetings) or dealing with specific programs of the school building or system
6. Is punctual in arriving at school, at classes, and at meetings
7. Participates in extracurricular, after-school programs and activities, assists students after school, carries his/her share of the load on special programs and student activities
8. Demonstrates a positive, supportive attitude toward the school, the school system, colleagues, administrators, students, community and school programs and activities.

1	2	3	4

Comments:

**G. PERSONAL QUALITIES AND TRAITS**

1. Dresses properly and appropriately; neat and well groomed in appearance
2. Uses proper and appropriate written and oral language skills
3. Demonstrates poise, maturity, and self-control
4. Demonstrates enthusiasm and a positive attitude toward others, toward the school and school system, and toward the profession in general
5. Demonstrates good physical and emotional health; stability and maturity
6. Demonstrates sincerity and warmth in dealing with students, parents, and colleagues

1	2	3	4

Comments:

**GENERAL COMMENTS:**

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**GENERAL RATING**

- ☐ Outstanding                      ☐ Exceeds Expectations                      ☐ Satisfactory, Meets Expectations  
☐ Needs Improvement                      ☐ Unsatisfactory

**Recommendation:**

- ☐ Renew Contract on Tenure                      ☐ Not Recommended for Contract Renewal  
☐ Renew Contract on Second Year Probation                      ☐ Renew Temporary Contract  
☐ Renew Contract on Third Year Probation                      ☐ Do Not Renew Temporary Contract

---

Signature of Principal

Date

---

Signature of Instructor

Date

Instructor's signature indicates that the instructor has read this evaluation but does not necessarily indicate agreement with the evaluation either in whole or in part.

The instructor may file a written rebuttal to this evaluation with the principal (carbon copy to superintendent) within five (5) working days of receipt of this evaluation.

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