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6/30/2000

**MASTER AGREEMENT**

**BETWEEN**

**ASHLEY COMMUNITY SCHOOLS**

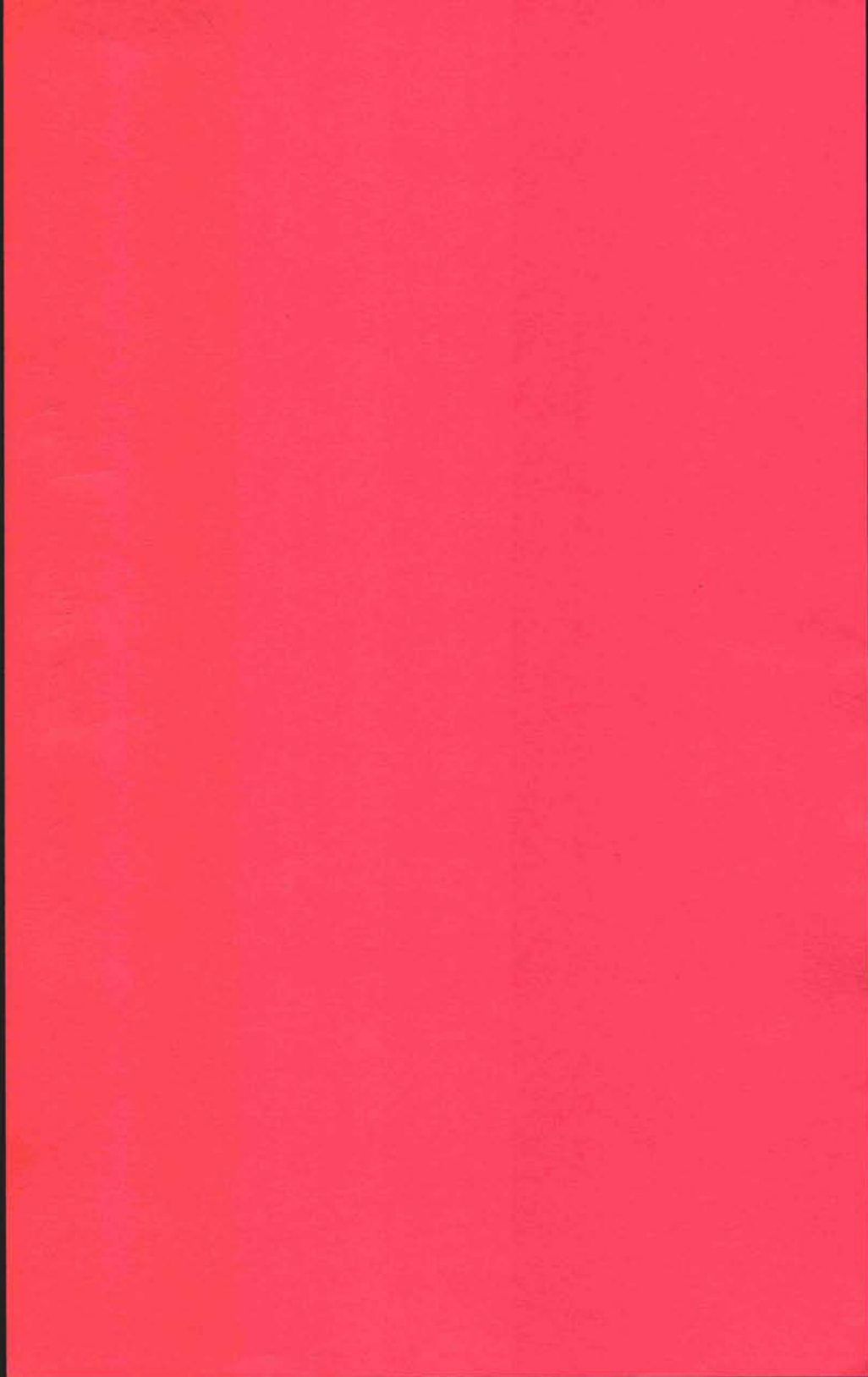
**AND**

**ASHLEY EDUCATION ASSOCIATION/MMEA**

**1997 - 2000**

*Ashley Community Schools*

LABOR AND INDUSTRIAL  
RELATIONS COLLECTION  
Michigan State University



**MASTER AGREEMENT BETWEEN  
ASHLEY COMMUNITY SCHOOLS  
AND  
ASHLEY EDUCATION ASSOCIATION**

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## PREAMBLE

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

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

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

### ARTICLE I - RECOGNITION

- A) The Board hereby recognizes the Association as the exclusive bargaining representative, as defined by Section 11 of Act 379, Public Acts of 1965, for all professional personnel, including personnel on tenure, probation, classroom teachers, guidance counselors, and librarians employed by the Board but excluding supervisory and executive personnel, office and clerical employees, aides, bus drivers, custodial/maintenance and all other employees. The term "teachers", when used hereafter in the agreement shall refer to all employees in the bargaining or negotiating unit as above defined, except substitute teachers. References to male teachers shall include female teachers.
- B) Nothing contained herein shall be construed to prevent any individual teacher from presenting a grievance and having the grievance adjusted without intervention of the Association, if the adjustment is not inconsistent with the terms of this agreement, provided that the Association has been given opportunity to be present at such an adjustment.

### ARTICLE II - FINANCIAL RESPONSIBILITIES AND PAYROLL DEDUCTIONS

- A) All teachers as a condition of continued employment shall:
  - 1) Sign and deliver to the Board an assignment authorizing deduction of membership dues of the Association (including the National and Michigan Education Associations) and such authorization shall continue in effect from year to year unless revoked in writing.
- B) Regular dues for any or all of the above stated organizations shall be deducted together, as one deduction, in twenty (20) equal installments during the first twenty (20) consecutive pay periods.

- C) Dues authorization, filed with the Superintendent on or before the 5<sup>th</sup> day of each school year, shall become effective with the first scheduled dues deduction of the coming school year.
- D) Any dispute between the Association and the Board which may arise as to whether or not any employee properly executed or properly revoked an authorization card pursuant to this Article shall be reviewed with the employee by a representative of the Board. Until the matter is disposed of, no further deductions shall be made. The Board assumes no liability for the authenticity, execution or revocation of the authorizing form.
- E) All teachers who do not become members of the Association, shall pay the Association a representation fee equivalent to the dues of the Ashley, National, and Michigan Education Association within ninety (90) days after the commencement of employment. In the event the representation fee shall not be paid, the Board, upon receiving a written and signed complaint from the Association indicating the teacher has failed to comply with this condition, shall immediately notify said teacher his/her services shall be discontinued at the end of the then current semester. The refusal of said teacher to contribute fairly to the cost of negotiation and administration of this and subsequent agreements is recognized as just and reasonable cause for the termination of employment by the Association and the Board of Education.
- F) The Association will save the Board harmless from any and all costs including witnesses and attorney fees or other incidental cost of prosecution or defense or any liability resulting from the prosecution or defense of any action claimed or otherwise to which the Board of Education may be liable by virtue of enforcing the provision of this Article.

### ARTICLE III – MANAGEMENT RIGHTS

The Employer, on its own behalf and on behalf of the electors of the school district, hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of Michigan, and of the United States, including, but without limiting the generality of the foregoing, the right:

- A) To the executive management and administrative control of the school system and its properties and facilities, and the activities of its employees.
- B) To hire all employees and subjects to the provisions of law, to determine their qualifications and the conditions for their continued employment, or their dismissal or demotion; and to promote and transfer all such employees.

The exercise of the foregoing powers, rights, authority, duties and responsibilities by the Employer, the adoption of policies, rules, regulations and practices in furtherance thereof and the use of judgement of discretion in

connection therewith shall be limited only by the specific and express terms of this agreement.

#### ARTICLE IV – TEACHER RIGHTS

The Ashley teacher employees shall have the right to use a school room, which shall be scheduled through the Superintendent's office, at all reasonable hours for meetings.

No teacher shall be prevented from wearing insignia, pins, or other identification of membership in the Association either on or off school premises. Bulletin Boards in the teachers' lounge shall be available to the Association and its members. The Association shall be responsible for all materials placed on such boards and the wearing of insignia, pins or other identification of membership in the Association.

- C) No teacher shall be disciplined without just cause.

#### ARTICLE V – COMPENSATION

- A) The salaries of the teachers covered by this agreement are set forth in Schedules A and B which are attached.
- B) Emergency "sit-ins" of another teacher's classes shall be utilized only when properly authorized by the administration. Teachers may bank these "sit-ins" and use in half day units at their discretion except for the last five days of each semester. No more than three (3) teachers may be gone under this Article at the same time. At the teachers' discretion, hours accumulated at the end of the year may be compensated at \$15.00 per hour, or a maximum of ten (10) unused sit-in hours may be carried over to the next school year.
- C) The work year of teachers as covered by the Board Calendar (other than new personnel who may be required to attend additional orientation sessions) shall begin not more than two days previous to the opening of school, as established by the Board, and terminate not more than two days after the close of the school year, but in no event more than 185 scheduled work days (181 student days). A workday shall be defined as one of the following.
  - 1) a teaching day with students in attendance
  - 2) an in-service day
  - 3) a records day
  - 4) or a parent-teacher day
- D) The following holidays shall be observed and school closed: New Year's Day, Memorial Day, Labor Day, Thanksgiving Day, Christmas Day.

## ARTICLE VI – TEACHING HOURS

- A) Classroom teachers on the salary schedule shall not be required to report earlier than twenty (20) minutes before the start of their day's assignments, at their respective teaching stations, and shall not be required to remain longer than ten (10) minutes after school is dismissed for the day except on Fridays or days prior to vacations they may leave after the buses, unless permission to leave early has been granted by the principal or the superintendent. The length of the work day, for 1997-98 school year, shall be : six (6) periods of fifty-eight (58) minutes or seven (7) periods of forty-nine (49) minutes or six (6) periods of forty-eight (48) minutes plus one (1) period of fifty-three(53) minutes during which class meetings and activities shall be held for the secondary school teacher or the equivalent for the elementary grades 1-6. The length of the work day shall be for the 1998-99 school year: six (6) periods of fifty-nine (59) minutes or seven (7) periods of fifty (50) minutes, or six (6) periods of forty-nine (49) minutes and one (1) period of fifty-four (54) minutes. For the 1999-00 school year: six (6) periods of sixty (60) minutes or seven (7) periods of fifty-one (51) minutes or six (6) periods of fifty (50) minutes and one (1) period of fifty-five (55) minutes. Kindergarten shall have a minimum of ½ the hours per year as grades 1-12. Teachers shall be in their classrooms no later than five (5) minutes before the start of the afternoon classes.
- B) All teachers shall be entitled to a duty-free, uninterrupted lunch period of thirty (30) minutes.
- C) Teachers may not be required to remain after school for longer than one hour to attend staff meetings.
- D) All teachers will be required to attend staff or other meetings called by the administration of the school. A prior notice of twenty-four (24) hours shall be given of said meetings by the administration. Exceptions may be made to the twenty-four (24) hour notice in case of emergencies or a cancellation of a previous meeting caused by school closing.
- E) Teachers will be expected to take an active part in PTO meetings, graduation (secondary teachers only) and reasonable participation in other related school functions.

## ARTICLE VII – TEACHING LOADS AND ASSIGNMENTS

- A) The normal weekly teaching load in the secondary school will be 25 or 30 teaching periods and five (5) unassigned preparation periods.
- B) Since pupils are entitled to be taught by teachers who are working within their area of competence, secondary teachers shall not be assigned, except temporarily and for good cause, outside the scope of their teaching certificates or their major or minor fields of study.

- C) Teachers who will be affected by change in grade assignments in the elementary school grades and by changes in subject assignments in the secondary school grades will be notified and consulted by the Principal as soon as practicable. Such changes will be voluntary to the extent possible.

#### ARTICLE VIII – TEACHING CONDITIONS

The parties recognize that the availability of 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 insure a learning atmosphere toward which goal the energy of the teacher and organization of the school and school day shall be directed.

- A) Because the pupil-teacher ratio is an important aspect of an effective education program, the parties agree that class size should be lowered whenever possible. An average teacher-pupil of 1-30 will be followed as a standard for present room facilities.
- B) The Board recognizes that appropriate texts, library reference materials, maps and globes, laboratory equipment, audio-visual equipment, art supplies, athletic equipment, current periodicals, standard tests and questionnaires and similar materials are the tools of the teaching profession. The parties will confer from time to time for the purpose of improving the selection and use of such educational tools with final decision of purchasing resting with the Board.
- C) To relieve teachers of cafeteria, patrol, hall duty, and playground duty, the Board agrees to engage not less than two aides in the elementary schools. The aides will handle noon hour playground supervision and similar non-professional responsibilities.
- D) The Board shall make available restroom and lavatory facilities for teacher use and at least one room appropriately furnished, which shall be reserved for use as a faculty lounge.
- E) Present telephone facilities shall be made available to teachers for school related business or with permission of school administration.

#### ARTICLE IX – VACANCIES AND PROMOTIONS

- A) Whenever a vacancy for a classroom teaching position in the district shall occur, the Board shall publicize the same by giving written notice of such vacancy to the Association and provide for appropriate posting in every school building. No vacancy shall be filled, except in case of emergency on a temporary basis, until such vacancy shall have been posted for at least fifteen (15) days. If a teacher in the system takes the first position posted then the Board need not post the second position. If said vacancy occurs



after July 25, and prior to the beginning of school it need not be posted. If a teacher should be qualified he or she should be notified by phone.

- B) Any teachers with the job qualifications, (qualifications shall be as defined in Article X) may apply for such vacancy. In filling such vacancy, the Board agrees to give due weight to the professional background and attainments of all applicants, the length of time each has been in the district, and other relevant factors.

#### ARTICLE X – REDUCTION IN PERSONNEL AND RECALL

- A) When the Board of Education determines that circumstances warrant lay-off of personnel, the Board shall select those teachers to be laid off on the basis of the following factors:

- a) Seniority
- b) Certification (where required)
- c) Qualification

- 1) Seniority shall mean the length of continuous service in the bargaining unit with the Ashley Community School Board of Education for all certified employees.

Leaves of absence granted under this contract shall not constitute an interruption in continuous service. However, the period of time used as leaves of absence shall not accrue seniority.

- 2) Probationary employees will have no seniority.
- 3) Any certified employee granted tenure shall have seniority from the last date of hire. Date of hire is a day of paid employment.
- 4) A seniority list shall be prepared by the Board of education and a copy of the same shall be transmitted to the President or other officer of the Ashley Education Association on or before the first day of January. In the event of a dispute concerning the seniority list a grievance may be filed thereon within not more than fifteen (15) days of said receipt by the President or other officer.
- 5) The meaning of the term qualifications shall be as follows:
  - a) In order to qualified in grades 9-12 a teacher must possess 9-12 certification and a major or minor in the specific discipline or 9-12 certification and teaching experience in the specific discipline during the past five (5) years.
  - b) In order to be qualified in grades 7-8 a teacher must possess K-8, 7-8, or 7-12 certification and a major or minor in the specific discipline or certification (above) and successful teaching experience in the discipline at grades 7-12 during the past five (5) years.

- c) In order to be qualified in grades K-6 a teacher must possess K-8 certification, or a middle school endorsement for grades 5-6 or certification (above) and successful teaching experience in the discipline at grades K-6 during the past five (5) years.
  - d) In order to be qualified a teacher must possess specific certification for positions in special training areas such as music, art, physical education and special education and meet the requirements of any federally funded or state aid program.
- 6) In the event it is necessary to reduce the number of positions, the teachers so affected shall be notified by the Board of Education in writing at least thirty (30) days prior to effective date.
- 7) The President or other officers of the Ashley Board of Education Association shall be informed in writing and have a right to review the layoff list prior to official notification from the Board of Education to the certified employee(s).
- B) In the event of recall the Board of Education shall select those teachers to be recalled on the basis of the following factors:
- a) Seniority
  - b) Certification (where required)
  - c) Qualifications
- 1) Definition of seniority and qualifications shall be the same for recall as for reduction.
- 2) Certified employees with seniority shall be called in inverse order of lay-off for new position for which they are certified.
- 3) Certified employees who are to be recalled will be notified by certified mail, return receipt requests, at the last known address on file with the Board of Education. It is the responsibility of the laid-off employee to notify the Board of any change of address.

Within fifteen (15) calendar days of notice of receipt of mailing of said notice by the Board, the laid-off employee must respond to the notice as to his/her intent to return on the date indicated or (s)he will be considered a voluntary quit unless granted an extension by the Board.

- 4) Any reduction in certified employees shall automatically terminate the individual employment contract of all of all dismissed probationary and tenure certified employees and shall suspend for the duration of the dismissal any obligation of the Board of Education to pay salary or fringe benefits of the dismissed employee's individual contract or under this Master Agreement.

- 5) Should there be a new licensing law initiated during this contract, the terms normally considered under certification shall be changed to conform to the new law.

#### **ARTICLE XI – TRANSFERS**

- A) Any teacher who shall be transferred to a supervisory or executive position and shall later return to a teacher status shall be entitled to retain such rights as he/she may have had under this agreement prior to such transfer to supervisory or executive status.

#### **ARTICLE XII – LEAVE POLICIES**

- A)
  - 1) All full-time teachers shall receive sick leave credit at the rate of ten (10) days per year. The full allowance for teachers shall be credited at the beginning of the year.
  - 2) 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 as soon as possible but not later than 6:30 am, to report unavailability for work.
  - 3) Unused sick leave shall be cumulative to ninety (90) days.
  - 4) A maximum of five (5) sick days per occurrence may be used in the event a serious illness or accident shall befall a member of the bargaining unit member's personal family (spouse and children). The bargaining unit member must produce, upon request, evidence that the illness or injury was of such serious nature as to require immediate attention.

A maximum of two (2) sick days per school year may be used in the event a serious illness or accident shall befall a bargaining unit member's natural mother or father. The bargaining unit member must produce, upon request, evidence from the attending physician that the illness was of such a serious nature as to require immediate attention at an emergency room or doctor's office.

- B) Any teacher who is absent for a period of up to three months because of any injury compensable under the Michigan Worker's Compensation Law, shall receive from the Board, for a like period of absence not to exceed three (3) months. The difference between the allowance under Worker's Compensation and 75% of contractual salary.

Should the employee require an extension of time beyond the three (3) month period, the sick leave he/she has accumulated will be pro-rated in regard to the additional amount necessary to continue salary payments at 75%. Thereafter, the employee will receive compensation as provided under Michigan's Worker's Compensation Act.

- C) The Board upon written request of a teacher may grant leave of absence for a period not to exceed one (1) year, subject to renewal at the will of the Board: Provided, that without written request, leave of absence because of physical or mental disability may be granted by any controlling Board for a period not to exceed one (1) year: Provided further, that any teacher so placed on leave of absence shall have the right to a hearing on such unrequested leave of absence in accordance with the provisions for a hearing in Article 4, Section 4 of the Tenure Act: Provided, that no leave of absence shall serve to terminate continuing tenure previously acquired under this act.
- D) A total of four (4) days will be granted for any reason when requested for personal or business reasons. four (4) days are not deductible from the sick leave credit and are not cumulative as personal or business days.

The following restrictions apply:

- 1) Personal business leave shall not be granted immediately before or after a holiday, vacation period, or other school recess, excluding Saturday and Sunday, except for good cause. Unused days under Section D are to be credited to the accumulated sick days at the end of the year.
- 2) Personal business days are granted in one-half segments only, other than below.

Leave of absences falling under this section for one (1) or two (2) hours, shall be made up before the end of the school year or they shall be deducted first from personal business days and if no personal days are available from the teacher's salary at the rate of one-seventh day per hour used.

- 3) No more than three (3) persons may use of this leave on the same day.
- 4) Days are not cumulative.
- E) Compensated leave shall be granted in one-half ( ½) day units for jury duty. Compensation shall be for the difference in the individual teacher's pay and the pay received for the performance of such obligations.
- F) A leave of absence with pay, not to exceed two (2) days per year per teacher, shall be approved for the following reasons:
  - 1) Court appearance as a witness in any case connected with the teacher's employment related to school matters.
  - 2) The following approved reasons:
    - a) Visitations to other schools

- b) Attendance at educational conferences or conventions including association meetings.

Teachers requesting attendance at above such meetings shall make application with the Superintendent a minimum of two (2) weeks in advance of requested times they wish to be absent. At the same time they shall notify the A.E.A.'s Conference Committee (three (3) members appointed and names on file with the Superintendent prior to September 15 of each school year) whose responsibility is to meet with the Superintendent to make recommendation as to why the request should or should not be granted. Final approval of the request shall rest solely with the Superintendent.

- G) A leave of absence with pay not to exceed five (5) days per occurrence shall be granted for the following:
  - 1) Death in the immediate family. Immediate family is defined as mother, father, spouse and children.
- H) A leave of absence with pay not to exceed three (3) days per occurrence shall be granted for the following:
  - 1) Death of a brother, sister, brother-in-law, sister-in-law, mother-in-law, grandmother, grandfather, or grandchild. The three (3) days shall be inclusive of the funeral.
  - I) One teacher may be released for the funeral of a current student or current student's parent's at the discretion of the Superintendent.
  - J) Leave of absence without pay shall be granted by the Board of Education upon written application at least sixty (60) days before the closing of the school year for the following purposes:
    - 1) Study related to the teacher's license field.
    - 2) Study, research, or special teaching assignments involving advantage to the school system.

The regular salary increment occurring during such period shall be provided.

- K) 1) Child Care leave granted under this Article shall be without pay and may be granted up to a maximum of twelve (12) calendar weeks, renewable at the discretion of the Board.
- 2) Teachers requesting a Child Care leave shall make application thirty (30) days prior to commencement of that leave. The application shall state date of commencement of leave, number of school days to be included and date of expiration. Should leave extend over the summer

months, the teacher shall give sixty (60) calendar days notice of intent to return.

Exceptions to notice may be made by the Board. The Board reserves the right in their sole discretion to approve accelerated termination of the Child Care leave on the basis of each individual case.

- 3) Failure to return from Child Care leave on the date specified in said leave or application or filing of notice of intent to return by the above mentioned date shall be conclusively deemed resignation.
- L) Five (5) Association days shall be made available for the handling of Association business. Forty-eight (48) hours notice shall be given prior to use of such days. No more than two (2) people shall be absent for this purpose on any given day. The Association shall reimburse the district for the cost of substitutes within fifteen (15) days of the use of an association day.
- M) If a teacher is on an authorized leave of absence, then no other leave for other reasons will be allowed within that leave.
- N) Teachers who use four (4) or less sick days and personal business day (combined) per school year – (all reasons except school-related business and sit-ins) shall receive \$300.00.

#### ARTICLE XIII – INSURANCE PROTECTION

- A) Pursuant to the authority set forth in Section 1285 of the School Code of 1976, as amended the Board agrees to furnish all teacher the following insurance protection:
  - 1) The Board will provide without cost to the teacher public liability insurance coverage in the amount of not less than \$100,000 for each teacher.

#### ARTICLE XIV – TEACHER EVALUATION AND PROGRESS

- A) The evaluation of the performance of each teacher in the school in the school system is the responsibility of the administration. In such evaluations, all monitoring or observations of teachers shall be conducted openly.
- B) Evaluations shall only be conducted by a building principal, assistant principal or superintendent. Each written review of the teacher's job performance shall be based on at least forty-five (45) accumulated minutes of classroom observation of which thirty (30) minutes must be consecutive.
- C) The performance of all teachers shall be evaluated in writing as follows:

- 1) Probationary teachers shall be evaluated in writing at least two (2) times each year. A personal meeting will be held within fifteen (15) school days thereafter to review the job performance of the probationary teacher.
    - a) Public Act 59 amends several sections of the Teacher Tenure Act relative to probationary teachers. Under the new law, all new teachers hired after June 11, 1993 will be required to serve a four-year probationary period.
    - b) Individualized Development Plan – The School Board does insure that each probationary teacher employed for at least a full school year is given an Individualized Development Plan (IDP). The IDP will be developed by appropriate administrative staff in consultation with the probationary teacher.
    - c) Probationary Evaluation – Each probationary teacher must undergo an annual year-end performance evaluation, which includes an assessment of the teacher's progress in meeting the goals set in his/her IDP. The evaluation will be based on at least two observations conducted not less than 60 days apart, unless the teacher and administrator mutually agree to a shorter interval between the observations.
  - 2) Tenure teachers shall be evaluated in writing at least once each three (3) years. A personal meeting will be held with each tenure teacher within fifteen (15) school days thereafter to review his/her job performance.
- D) Three (3) copies of the written evaluation shall be submitted to the teacher, one to be signed and returned to the administration and the other two (2) to be retained by the teacher. In the event that the teacher feels that his/her evaluation was incomplete or unjust, he/she may put his/her objections in writing and have them attached to the evaluation report to be placed in his/her evaluation file.
- E) A "teaching coach" shall be assigned by the building principal to every probationary teacher upon entrance of the teacher into the system. The "teaching coach" insofar as possible, shall be a tenure teacher with a minimum of three (3) years teaching experience and shall be engaged in teaching within the same grade, building, or discipline as the probationary teacher. It shall be the duty of the "teaching coach" to assist and counsel the probationary teacher in acclimating to the teaching profession and the school system. The "teaching coach" shall not be involved in the evaluation of the probationary teacher.

- F) Two tenure teachers shall be assigned by the Association to evaluate the performance of each probationary teacher. All such evaluations shall be in writing and shall be in addition to evaluations made by the administration. Each of the teachers assigned to evaluate shall make at least two evaluations during the school year. The first of which shall be completed prior to December 15 and the second on or before February 15. Persons serving as evaluators shall do this during their unassigned time. All evaluations shall be in writing with copies provided to the "teaching coach", the subject teacher and to the Principal of the teacher.

These evaluations shall be considered as recommendations as to how the teaching performance of the teacher may be improved.

- G) No later than March 5<sup>th</sup> of each probationary year the final written evaluation report will be furnished to the Superintendent covering each probationary teacher. A copy shall be furnished to the teacher and the Association. If the report contains any information not previously made known to and discussed with the probationary teacher, the teacher shall have an opportunity to submit additional information to the Superintendent. In the event a probationary teacher is not continued in employment, the Board will advise the teacher of the reasons therefore in writing with a copy to the Association.
- H) Each teacher shall have the right, upon request, to review the contents of his/her own personal file. A representative of the Association may, at the teacher's request, accompany the teacher in this review. Each teacher's personal file shall contain the following minimum items of information:
- a) All teacher evaluations
  - b) Teacher Certification
  - c) A transcript of academic records
  - d) Tenure recommendation

No material may be placed therein without allowing the teacher opportunity to file a response thereto, and said response shall become part of said file.

#### **ARTICLE XV – PROTECTION OF TEACHERS**

- A) Any case of assault upon a teacher shall promptly be reported to the Board or its designated representatives. The Board may provide legal counsel if it is determined that the teacher has acted within the scope of board policy and shall render all reasonable assistance to the teacher in connection with handling of the incident by law enforcement and judicial authorities.
- B) Teacher shall be expected to exercise reasonable care with respect to the safety of pupils and property, but shall not be individually liable, except in the case of negligence of duty for any damage or loss to person or property.



- C) The Board recognizes its responsibility to give support and assistance to teachers with the respect to the maintenance and control and discipline in the classroom. Teachers also recognize their responsibility to give support and assistance to the administration in the maintenance of control and discipline.

#### **ARTICLE XVI – NEGOTIATION PROCEDURES**

- A) At least sixty (60) days prior to expiration of this agreement, the parties will begin negotiations for a new agreement covering wages, hours, terms and conditions of employment of teachers employed by the Board.
- B) In any negotiation described in this article, neither party shall have any control over the selection of the negotiating or bargaining representative from within or outside the school district. It is recognized that no final agreement between parties may be extended 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 concessions in the course of the negotiations or bargaining, subject only to such ultimate ratification.

#### **ARTICLE XVII – PROFESSIONAL GRIEVANCE PROCEDURE**

- A) A grievance shall be an alleged violation of the expressed terms of this contract.

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

- a) The termination of services or failure to re-employ any probationary teacher.

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

- B) The Association shall designate one K-6 and one 7-12 representative to handle grievances when requested by the grievant. These names shall be filed with the Superintendent prior to September 30. The Board hereby designates the principal of each building to act as its representatives at Level One as hereinafter described and the Superintendent or his designates representative to act as Level Two as hereinafter described.
- C) The term “days” as used herein shall mean calendar days. Days falling within Christmas and spring vacations shall not be counted.
- D) Written grievances as required herein shall contain the following and be filed on Form B. (Grievance Report Form):

- 1) It shall be signed by the grievant or grievants:
  - 2) It shall be specific:
  - 3) It shall contain a synopsis of the facts giving rise to the alleged violation:
  - 4) It shall cite the section or subsections of this contract (or the written board policy) alleged to have been violated:
  - 5) It shall contain the date of the alleged violation:
  - 6) It shall specify the relief requested:
- E) LEVEL ONE – A teacher believing himself wronged by an alleged violation of the express provisions of this contract (or written board policy) shall within five (5) days of its alleged occurrence orally discuss the grievance with the building principal in an attempt to resolve same. If no resolution is obtained within three (3) days of the discussion, the teacher shall notify the principal in writing of his/her intent to reduce the grievance to writing and proceed within five (5) days of written intent to Level Two.

LEVEL TWO – A copy of the written grievance shall be filed with the Superintendent or his/her designated agent as specified in Level One with the endorsement thereon of the approval or disapproval of the Association. Within five (5) days of receipt of the grievance, the Superintendent or his/her designated agent shall arrange a meeting with the grievant and/or, if the grievant desires, designated Association representative to discuss the grievance. Within five (5) days of the discussion of the Superintendent or his/her designated agent shall render his/her decision in writing, transmitting a copy of the same to the grievant, the Association Secretary, the building principal in which the grievance arose, and placing a copy of same in a permanent file in his office.

If no decision is rendered within five (5) days of the discussion, or the decision is unsatisfactory to the grievant or the Association, the grievant may appeal same to the Board of Education by filing a written grievance along with the decision of the Superintendent with the person in charge of drawing up the agenda for the Board's meeting not less than five (5) days prior to the next regularly scheduled Board meeting.

LEVEL THREE – Upon proper application as specified in Level Two, the Board shall allow the teacher or his/her Association representative an opportunity to be heard at the meeting for which the grievance was scheduled. The Board shall render its decision at the next regularly scheduled Board of Education meeting. The Board may hold future hearing or otherwise investigate the grievance, provided however, that in no event except with express written consent of the Association shall a final

determination of the grievance be made by the Board more than one regularly scheduled Board meeting after the initial hearing.

A copy of the written decision of the Board shall be forwarded to the Superintendent for permanent filing, the building principal for the building in which the grievance arose, the grievant, and the secretary of the Association.

- F) Should a teacher fail to institute or appeal a decision within the time limits specified, or leave the employ of the Board, all further proceeding on a previously instituted grievance (except a claim involving remedy directly benefiting the grievant regardless of this employment) shall be barred.
- G) The Association shall have no right to initiate a monetary grievance involving the right of a teacher or group of teachers without his/her or their express approval in writing thereon. Should a teacher fail to institute an appeal all previously instituted grievances shall be barred.
- H) All preparation, filing, presentation, or consideration of grievances shall be held at times other than when a teacher or a participating association representative are to be at their assigned duty stations.
- I) If the Association is not satisfied with the disposition of the grievance at Level Three, it may within ten (10) days after the decision of the Board, in writing, request the appointment of an arbitrator to hear the grievance. If the parties cannot agree upon an arbitrator he/she shall be selected by the American Arbitration Association in accordance with its rules except each party shall have the right to strike not more than three, from the list of arbitrators.
- J) Neither party may raise a new defense or ground at Level Four not previously raised or disclosed at other written levels. Each party shall submit to the other party not less than three days prior to the hearing a prehearing statement alleging facts, grounds, and defense which will be proven at the hearing and hold a conference at that time in an attempt to settle the grievance.
- K) In the event the grievance is not settled prior to the hearing, the grievance may be tried before the arbitrator whose decision shall be binding upon both parties who agree that a judgement thereon may be entered in any court of competent jurisdiction.
- L) Notwithstanding the foregoing, the arbitrator shall not have the power to add to, modify, alter or amend, or subtract from the terms of this agreement. He shall not hear any grievance previously barred from the scope of the grievance procedure, nor shall he question the reasonableness of Board policy nor review non-renewal nor new assignments of extra duties for extra pay as outlined in Schedule B.

If any grievance award shall include back pay, his/her award shall not extend more than thirty days prior to the date of the Level One Conference unless such grievance is a clerical error.

- M) Once a grievance is filed any similar grievant(s) shall be held in abeyance until the initial grievance is resolved.
- N) The costs of arbitration shall be borne equally by the parties except each party shall assume its own cost of representation.

#### **ARTICLE XVIII – MISCELLANEOUS PROVISIONS**

- A) This agreement shall supersede any rules, regulations or practices of the Board which shall be contrary to or inconsistent with terms contained in any individual teachers contracts heretofore in effect. All future individual teacher contracts shall be made expressly subject to terms of this agreement. The provisions of the agreement shall be incorporated into and considered a part of the established policies of the Board.
- B) Copies of this agreement shall be printed at the expense of the Board and presents to all teachers now employed or hereafter employed by the Board.
- C) If any provision of this agreement or any application of the agreement to any employee or group of employees, shall be found contrary to law, then such provision or application shall be deemed null and void.

#### **ARTICLE XIX – ACT OF GOD DAYS**

Scheduled days of student instruction which are not held because of conditions not within the control of school authorities such as inclement weather, fires, epidemics, mechanical breakdowns, or health conditions as defined by the city, county, or state health authorities shall be rescheduled to insure that there are a minimum of one hundred eighty-one (181) days of actual student instruction. Teachers will receive their regular pay for days which are cancelled but shall work on any rescheduled days with no additional compensation.

The Board of Education shall not be required to cancel a “work day” (a day when teachers report but students are not in session such as an end of semester, grading or records day, parent-teacher conference day or an inservice day) or that portion of any day which is scheduled to be a partial “work day” even though students do not report. However, the Board may do so in its discretion.

Total annual salary is based upon one hundred eighty-five (185) days of work during the entire school year regardless of whether the days actually worked are the same as originally scheduled or are different for those originally scheduled due to rescheduling. Teacher will be paid an additional per diem rate only for day which they are required to work as part of the regular school year beyond one hundred eighty-five (185).

If within the time limits of this contract the law is modified to allow a number of "Act of God Days" to be excused without the loss of state aid, the parties will adopt the allowable number of days into this agreement not to exceed ten (10) days. Scheduled days of student instruction over the amount excused by law or ten (10), whichever is lesser, shall be rescheduled.

Teachers will not be required to report for work when school is closed because of inclement weather but are required to report for work on the days that such are rescheduled.

#### ARTICLE XX - COMPLETION OF AGREEMENT

The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this agreement. Therefore, the Employer and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waives the right and each agrees that the other shall not be obligated to bargain collectively with respect to any subject matter not specifically referred to or covered in this Agreement, even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated or signed this Agreement.

#### ARTICLE XXI - DURATION OF AGREEMENT

This agreement shall be effective as of July 1, 1997 and shall continue in effect for three (3) years until the 30<sup>th</sup> day of June 2000. This agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated. The Ashley Education Association agrees not to strike for the duration of this agreement.

\_\_\_\_\_  
BOARD OF EDUCATION

\_\_\_\_\_  
ASSOCIATION

Suzanne K. Leneach  
President

Ronald Kopplinger  
President

Sherry L. Ryan  
Secretary

Deanna Gelsik  
Secretary

## SALARY SCHEDULE IMPLEMENTATION

1997-98

1998-99

1999-00

- 1) The Ashley Board of Education will pay an amount equal to all of the unused sick leave accumulated multiplied by \$15.00 to any employee, who after having completed 10 years of service, terminates employment through voluntary retirement, forced retirement, because of illness or death while under contract.
- 2) Outside teaching experience in the U.S. may be allowed up to a limit of 5 years: In computing this allowance; Peace Corps and military service will be allowed at the rate of ½ service time to total not more than 2 years. In no case shall a person be allowed more experience than actual years taught.
- 3) MESSA PAK insurance shall be offered to teachers. Insurance premiums shall be capped as follows:

1997-98 – At the MESSA PAK rate for 1997-98

1998-99 – At the maximum of the MESSA PAK rate for 1997-98 plus 12 ½%

1999-00 – At the maximum of the MESSA PAK rate for 1997-98 plus 25%

### MESSA PAK PLAN A – For employees needing health insurance:

Health	Super Care 1
Long Term Disability	70% \$2500 maximum for 1997-98 school year \$2600 maximum for 1998-99 school year \$2700 maximum for 1999-00 school year 90 calendar days – Straight Wait Pre-existing Condition Waiver Freeze on Offsets Alcoholism/Drug – 2 year limit Mental/Nervous – 2 year limitation Educational Supplement
Negotiated Life	\$30,000 with AD&D
Vision	VSP – 3
Dental	80/80/80: \$1500

Premiums above the caps shall be paid by the employee as a payroll deduction.

Those teachers who do not elect to take MESSA PAK plan A shall be entitled to

MESSA PAK Plan B and a cash option through a qualified Section 125 of the Internal Revenue Code in the amount of MESSA Super Care 1 single subscriber rate for that year. FICA will be paid equally by the Board of Education and the employee.

**MESSA PAK PLAN B – For employees not needing health insurance.**

Long Term Disability	Same as above
Negotiated Life	\$30,000 with AD&D
Vision	VSP – 3
Dental	80/80/80: \$1500

Teachers shall declare their intentions for coverage by the end of the first week of School and shall be filed on Form C (Insurance Selection Form).

- 4) Part-time teachers shall receive MESSA PAK Plan A or Plan B benefit premium in ratio to the amount of teaching time. Example ½ time teacher receives ½ benefit premiums; 1/3 time teacher receives 1/3 benefit premium.
- 5) The following departmental groups will be allowed \$225.00 per school year for instructional materials, upon approval of the Superintendent:
  - a) Social Studies
  - b) Mathematics and Science
  - c) Shop, Home EC, & Business Education
  - d) Physical Education
  - e) Band and Art
  - f) Library
  - g) Language Arts
- 6) The elementary (K-6) will be allowed \$400.00 per school year for instructional materials upon approval of the Superintendent.
- 7) The Board of Education will pay to the Michigan Public School Employees' Retirement System on the part of each teacher 5% of wages earned under this contract.
- 8) 1998-99 add even (7) minutes to the school day, pay will be increased 1/185 pay X 2 1/2 days. 1999-2000 add seven (7) minutes to the school day, pay will be increased 1/185 pay X 3 days. This pay is added to your pay above and beyond your salary and step on the Master Pay Schedule.
- 9) Longevity – The Board agrees to pay a longevity premium of 4% of the base of the rail which the teacher is placed for.
  - A) 1997-98, 1998-99, and 1999-00 after fifteen years of service in the district.
- 10) The following regulations pertain to the placement of teachers on the salary schedule:

- A) All teachers who have a Masters Degree shall be placed on the Masters Schedule.
  - B) The BA + 20 rail will apply to those teachers who have completed 20 hours of credit on a Master's program, or, 30 or more graduate hours on a non-Masters degree program. Once a teacher is placed on the BA + 20 rail he/she will have five years to acquire the 30 or more hours of graduate credit on a non-Masters degree program. If a teacher fails to acquire the 30 or more graduate hours within the five-year period, he/she shall revert back to the BA rail pay schedule.
  - C) Employees' anniversary date of pay will revert to the first day of the semester hire.
- 11) Salaries shall be paid in either twenty-two (22) or twenty-six (26) equal pays at the teacher's discretion. Selection of method shall be made on the first day of school.
- 12) Early Retirement

- A) For teachers with 15 years or more of service in the Ashley Community School System, the Board may provide funds for the purchase of retirement credit as follows:

The Board shall make known to all teachers by April 15<sup>th</sup> of each year whether or not it will purchase any retirement. If the Board decided to purchase retirement it shall make known at this time (4/15) the maximum number of teachers for whom retirement will be purchased, amount of money available, and maximum number of years that may be purchased. Should more teachers choose to participate in the program than what the stipulations would allow, selections shall be made by the Board based on seniority at Ashley Schools.

Participants under this Article will be required to submit an irrevocable letter of resignation effective June 30 of that year.

In the event a teacher (with fifteen years of service at Ashley Community Schools ) retires from the Ashley Public School System who is eligible for full benefits under the Michigan Public Schools Retirement System, or at the end of the school year during which he/she becomes eligible for full benefits, the teacher shall be paid as follows:

YEARS OF SERVICE 25 THROUGH	30 - \$10,000.00
	31 - \$ 8500.00
	32 - \$ 6500.00
	33 - \$ 5500.00
	34 - \$ 3500.00
	35 - -0-



- 3) A teacher who receives compensation through the early retirement program cannot draw unemployment compensation.
- 4) Retiree may select the method of payment. The method shall be in two equal payments (one the year of retirement and the other the year after) either in the form of a tax sheltered annuity or cash option thru a qualified Section 125 of the Internal Revenue Code. FICA will be paid equally by the Board of Education and the employee.

1997-98 SALARY SCHEDULES

<u>STEP</u>	<u>BA</u>	<u>BA + 20</u>	<u>MA</u>
0	24,266	24,971	25,673
1	25,479	26,219	27,085
2	26,692	27,468	28,497
3	27,906	28,716	29,910
4	29,119	29,965	31,322
5	30,332	31,213	32,734
6	31,546	32,462	34,146
7	32,759	33,710	35,558
8	33,972	34,959	36,970
9	35,185	36,207	38,382
10	36,399	37,456	39,794
11	37,612	38,704	41,206
12	38,825	39,953	42,618
13	40,039	41,202	44,030
Longevity after 15 years through 20th year	1,213	1,249	1,284
longevity (10%) 20 + years	2,427	2,497	2,567

1998-99 SALARY SCHEDULES

<u>STEP</u>	<u>BA</u>	<u>BA + 20</u>	<u>MA</u>
0	24,751	25,470	26,187
1	25,989	26,744	27,627
2	27,226	28,017	29,067
3	28,464	29,291	30,508
4	29,701	30,564	31,948
5	30,939	31,838	33,388
6	32,176	33,111	34,829
7	33,414	34,385	36,269
8	34,652	35,658	37,709
9	35,889	36,932	39,149
10	37,127	38,205	40,590
11	38,364	39,479	42,030
12	39,602	40,752	43,470
13	40,839	42,026	44,910
Longevity after 15 years through 20th year	1,238	1,274	1,309
longevity (10%) 20 + years	2,475	2,547	2,619

1999-00 SALARY SCHEDULES

<u>STEP</u>	<u>BA</u>	<u>BA + 20</u>	<u>MA</u>
0	25,246	25,979	26,711
1	26,508	27,278	28,180
2	27,771	28,577	29,649
3	29,033	29,876	31,118
4	30,295	31,175	32,587
5	31,558	32,474	34,056
6	32,820	33,773	35,525
7	34,082	35,072	36,994
8	35,345	36,371	38,463
9	36,607	37,670	39,932
10	37,869	38,969	41,401
11	39,132	40,268	42,871
12	40,394	41,567	44,340
13	41,656	42,866	45,809
Longevity after 15 years through 20th year	1,262	1,299	1,336
longevity (10%) 20 + years	2,525	2,598	2,671

**SCHEDULE B  
ASHLEY COMMUNITY SCHOOLS  
EXTRA CURRICULAR SCHEDULE  
% OF INDIVIDUAL BASE**

Class sponsors:	
Grades 7-10	1%
Grades 11-12	2%
Coaches (Athletic)	
Athletic Director	10%
Head Varsity Football	10%
Assistant Varsity Football	6%
Head J.V. Football	6%
Assistant J.V. Football	4%
Jr. High Football	4%
Head Basketball (boys)	10%
J.V. Basketball	6%
Jr. High Basketball (both 7 & 8)	6%
1/2 if separate coaches	
Head Basketball (girls)	10%
J.V. Basketball	6%
Jr. High Basketball (both 7 & 8)	6%
1/2 if separate coaches	
Head Volleyball	6%
J.V. Volleyball	4%
Jr. High Volleyball	4%
Volleyball one coach both teams	10%
Head Baseball	7%
Head Softball	7%
Cheerleading:	
J.V./Varsity Football	4%
J.V./Varsity Basketball	4%
Jr. High Basketball	2%
Club Sponsors:	
FHA	1%
NHS	1%
Student Council	3%
Play Director *	3%
Jr. High Quiz Team	2%
High School Quiz Team	2%
Both quiz teams (one person)	4%
Band:	
Marching, Concert, Pep Bands	5%
Summer Band, Band Camp	2%

\*The current Play Director will receive 3%. All following Play Directors will be compensated at the rate of 2%.

## Teacher Evaluation

Teacher Name: \_\_\_\_\_ School: \_\_\_\_\_

Subject and hour: \_\_\_\_\_ Date: \_\_\_\_\_

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**Key:**

n/a indicates that the evaluator has no basis for rating the teacher on a given proficiency, practice, or characteristic.

Numerical ratings have the meanings indicated below:

<u>Number</u>	<u>Meaning</u>	<u>Explanation</u>
1	Unsatisfactory Performance	Performance is clearly not acceptable; no significant improvement has occurred.
2	Satisfactory Performance	Performance meets expectations.

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The numerical ratings are designed to facilitate communication evaluation and professional growth. They are not to be tallied, averaged, or used in isolation.

In addition to the numerical ratings, written comments are required for each standard on the evaluation form.

Together, the numerical ratings and written comments constitute the primary tool for evaluation of teachers in Ashley Community Schools.

**A. Instructional Skills**

- |  |     |   |   |
|--|-----|---|---|
| 1. Uses a variety of effective teaching techniques role playing, discussion, etc.) and models (elements of instruction, cooperative learning, learning styles, etc.) | na  | 1 | 2 |
| 2. Uses a variety of evaluative techniques to drive instruction and measure student learning needs effectively.  | na  | 1 | 2 |
| 3. Sets high expectations for student growth.  | n/a | 1 | 2 |
| 4. Plans and organizes instruction to meet specific learning objectives.   | n/a | 1 | 2 |

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

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**B. Student-Centered Focus**

- |   |     |   |   |
|---|-----|---|---|
| 1. Establishes a healthy, friendly, supportive classroom environment.   | n/a | 1 | 2 |
| 2. Generates interest and excitement in the classroom.  | n/a | 1 | 2 |
| 3. Knows each student and exhibits a genuine interest in students as individuals.                                 | n/a | 1 | 2 |
| 4. Understands the basic principles underlying the education of young people, including those with special needs. | n/a | 1 | 2 |

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

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**C. Knowledge of Content and Use of Materials**

- |  |     |   |   |
|--|-----|---|---|
| 1. Demonstrates current knowledge of subject matter.   | n/a | 1 | 2 |
| 2. Demonstrates knowledge and use of district curriculum scope and sequence.                     | n/a | 1 | 2 |
| 3. Uses a variety of materials to supplement the textbook and achieve specific curriculum goals. | n/a | 1 | 2 |
| 4. Uses multi-sensory approaches to accommodate a range of student learning needs.               | n/a | 1 | 2 |
| 5. Integrates appropriate real-life experiences into the classroom.                              | n/a | 1 | 2 |

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

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**D. Classroom Environment**

- |  |     |   |   |
|--|-----|---|---|
| 1. Organizes physical setting for effective and efficient learning.        | n/a | 1 | 2 |
| 2. Uses effective classroom control techniques.                            | n/a | 1 | 2 |
| 3. Provides a positive environment conducive to learning.                  | n/a | 1 | 2 |
| 4. Follows current district and/or building discipline plans consistently. | n/a | 1 | 2 |

- |  |     |   |   |
|--|-----|---|---|
| 5. Assists students to assume responsibility for appropriate behavior. | n/a | 1 | 2 |
|--|-----|---|---|

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

**E. Communication Skills**

- |   |     |   |   |
|---|-----|---|---|
| 1. Communicates clearly in oral and written form.   | n/a | 1 | 2 |
| 2. Communicates student strengths and weaknesses with honesty, tact, and understanding.                           | n/a | 1 | 2 |
| 3. Encourages and initiates two-way communication.  | n/a | 1 | 2 |
| 4. Demonstrates responsibility in communicating student progress. (progress reports, conferences, staffing, etc.) | n/a | 1 | 2 |

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

**F. Interpersonal Relations**

- |   |     |   |   |
|---|-----|---|---|
| 1. Recognizes responsibility to foster positive staff morale.     | n/a | 1 | 2 |
| 2. Encourages and initiates two-way communication.                | n/a | 1 | 2 |
| 3. Displays compassion and sensitivity.                           | n/a | 1 | 2 |
| 4. Recognizes the importance of parent and community involvement. | n/a | 1 | 2 |

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

**G. Professionalism**

- |  |     |   |   |
|--|-----|---|---|
| 1. Sets high expectation for personal performance.   | n/a | 1 | 2 |
| 2. Practices ethical behavior, respects confidentiality, and follows proper channels of communication. | n/a | 1 | 2 |



- |  |     |   |   |
|--|-----|---|---|
| 3. Demonstrates continuing professional growth and development.                  | n/a | 1 | 2 |
| 4. Meets basic work expectations (promptness, attendance, record-keeping, etc.). | n/a | 1 | 2 |

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

**H. Attitude**

- |   |     |   |   |
|---|-----|---|---|
| 1. Approaches teaching with enthusiasm, energy, and optimism.         | n/a | 1 | 2 |
| 2. Demonstrates a positive problem-solving attitude in the workplace. | n/a | 1 | 2 |
| 3. Reflects self-confidence.  | n/a | 1 | 2 |

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

**I. Adaptability**

- |   |     |   |   |
|---|-----|---|---|
| 1. Monitors and adjusts teaching approaches as appropriate. | n/a | 1 | 2 |
| 2. Recognizes own needs and is willing to ask for help.     | n/a | 1 | 2 |

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

Goals/Plan for Improvement/Comments (add additional sheets if necessary)

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

\_\_\_\_\_  
*Date*

*Teacher Comments:* \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

*Recommendation of Principal:*

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

\_\_\_\_\_  
*Principal's Signature*

\_\_\_\_\_  
*Date*

***\*\*Note: The teacher's signature indicates that he/she has received a copy of this evaluation and has had the opportunity to discuss it. The signature does not necessarily indicate agreement with individual ratings.***



