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6/30/2002

MASTER AGREEMENT
BETWEEN
WASHTENAW LIVINGSTON EDUCATION ASSOCIATION/
CHELSEA EDUCATION ASSOCIATION,
MEA/NEA
AND
CHELSEA SCHOOL DISTRICT
BOARD OF EDUCATION

JULY 1, 1999 - JUNE 30, 2002

Chelsea School District

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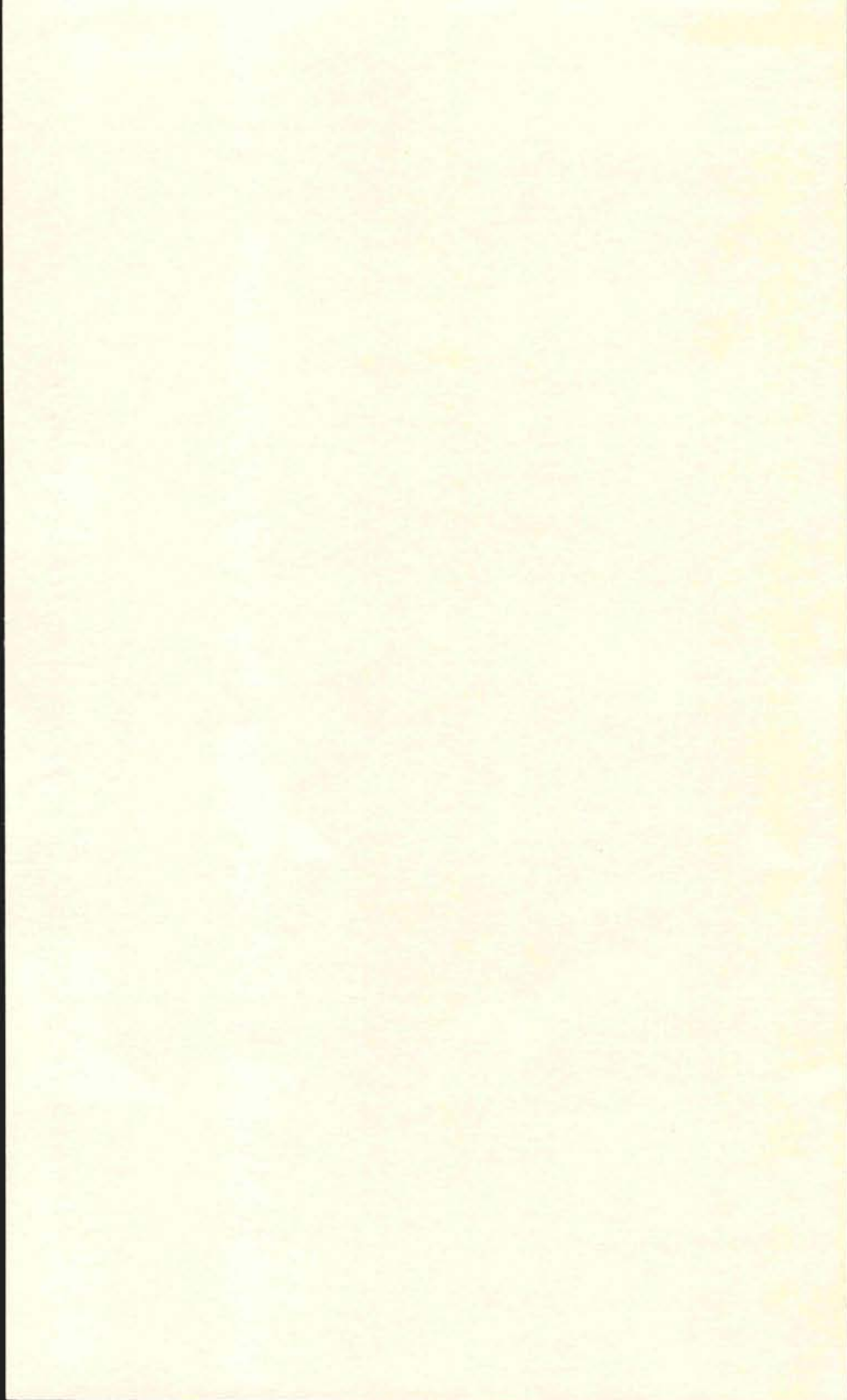
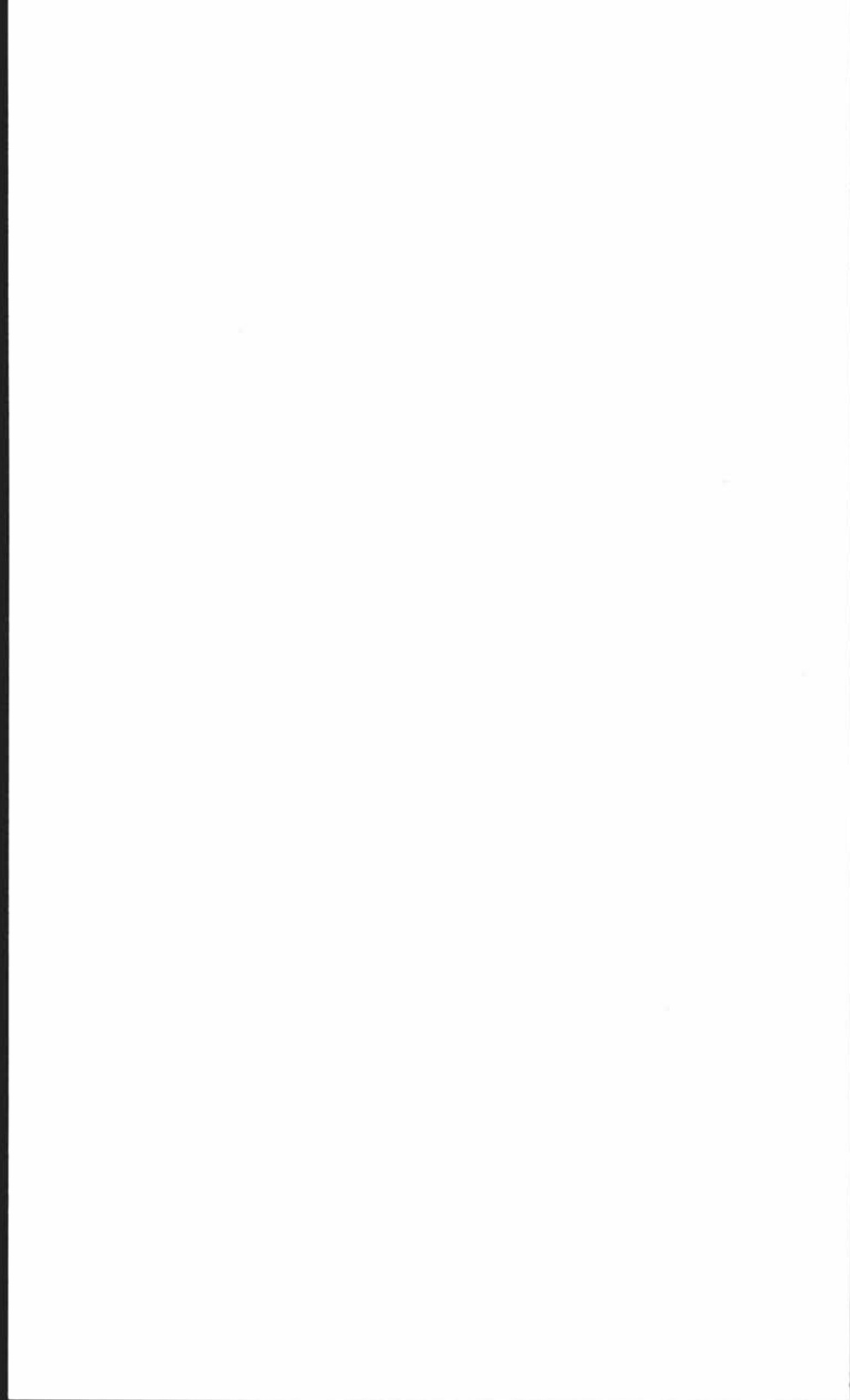


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THIS AGREEMENT, entered into as of the first day of July, 1999, between:

CHELSEA SCHOOL DISTRICT BOARD OF EDUCATION
(the "Board")

and the

WASHTENAW LIVINGSTON EDUCATION ASSOCIATION/
CHELSEA EDUCATION ASSOCIATION,
MEA, NEA
(the "Association")

WITNESSETH:

The Board and the Association recognize that providing a quality education for the children of the Chelsea School District is their mutual aim, and that the character of such education is influenced by the quality and morale of the teaching service.

The parties are interested in promoting harmonious relations among the teaching staff, administration, the Association and the Board.

The Association and the Board desire to contract in respect to wages, hours, and other conditions of employment, as provided by the Public Employment Relations Act (PERA).

The Board and the Association agree as follows:

ARTICLE I
RECOGNITION

- A. The Board hereby recognizes the Association as the exclusive and sole bargaining agent as defined in PERA for all certified educational personnel of the Chelsea School District in the K-12 education program in the appropriate bargaining unit, described and defined as:

All K - 12 instructional personnel, including counselors media specialists, psychologist(s), and social worker(s), excluding all others. Examples of excluded District personnel are: substitutes, teacher aides and other auxiliary personnel, community education teachers, Superintendent, Assistant Superintendents, Principals, Assistant Principals, Business Manager, Community Education Director, Athletic Director and Special Education Director, Swimming Pool Director, Curriculum Director, technology support staff, and auditorium manager.

- B. The terms "teacher" or "employee," singular or plural, when used hereinafter in this Agreement, shall refer to all personnel represented by the Association in the bargaining unit as defined above, and references to one gender shall include the other gender.
- C. The Board agrees not to negotiate with any teachers' organization other than the Association for the duration of the Agreement.

ARTICLE II
BOARD RIGHTS

The Board, on its own behalf and on behalf of the electors of the district, hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties, and responsibilities conferred upon or vested in it by the laws and the Constitution of the State of Michigan, and the United States.

The exercise of these powers, rights, authority, duties and responsibilities by the Board, the adoption of policies, rules, regulations, and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the terms of this Agreement and then only to the extent such specific and express terms hereof are in conformance with the Constitution and law of the State of Michigan and the Constitution and laws of the United States.

ARTICLE III
ASSOCIATION AND TEACHER RIGHTS

The Board and the Association agree to abide by PERA and to all applicable laws and statutes pertaining to teacher rights and responsibilities.

I. Association Rights

- A. The Association and its members shall have the right to use school facilities for meetings upon approval of the Principal of the building to be used as long as such meetings do not interfere with the regularly or previously scheduled school activities. Such use of the buildings shall be without charge on regular school days. Written requests for evening or weekend use will be subject to the approval of the Superintendent of Schools.
- B. The Association shall have the right to use school equipment on school premises, including word processing, copying, calculating machines, and audio-visual equipment at reasonable times, when such equipment is not otherwise in use. The Association shall be responsible for such equipment and pay for the actual cost of, supplies, and materials incident to such use.
- C. The Board shall provide a bulletin board in each staff room at the high school, middle school and each of the elementary schools for the exclusive use of the Association. The Association may use the district mail services and teacher mailboxes for communication to teachers. Materials delivered by the district mail service shall be placed in the building representative's box. It is understood that neither the Board nor the administration need distribute materials.
- D. The Association president and grievance chairperson may use non-supervisory time during the regular school day for Association business.

ARTICLE III (continued)

- E. The Board may consult with the Association on any new or modified fiscal, budgetary or tax program, or major revisions of educational policy, which are proposed or under consideration, and the Association may be given an opportunity to advise the Board with respect to said matters prior to their adoption and/or general publication.

The Association president shall be supplied with a copy of the Board agenda at the time of its anticipated receipt by members of the Board of Education. and a copy of the approved public Board minutes.

- F. The Association shall be supplied with a copy of the current Annual School District Financial Report (Form B), a copy of the district's formally adopted Operating Budget, a copy of public treasurer reports when requested, a copy of the schedule identifying the placement of current bargaining unit members on the existing salary schedule, together with information which may be necessary for the Association to process any grievance.

The district is not required to provide information not already compiled.

Original records of the foregoing are to be examined only at the office of the Superintendent. The Association agrees that it shall pay the expense involved in the preparation of information for the Association's use.

- G. Twelve (12) Association leave days shall be granted, for the purpose of conducting Association business related to the Chelsea School District, as requested by the President of the local unit of the Association. This is not to be counted as any other leave. Substitutes for the first six (6) such days will be paid by the Board. Substitutes for the next six (6) will be paid by the Board with the Association reimbursing the Board for the cost of the substitute. Association days may be taken in half-day (1/2) blocks.

ARTICLE III (continued)

II. Teacher's Rights

- A. The provisions of this Agreement shall be applied without regard to race, creed, religion, color, national origin, age, sex, or marital status.
- B. Faculty meetings called and announced three or more calendar days in advance shall take precedence over general Association meetings, provided, however, that faculty meetings shall take precedence where an emergency situation warrants the same.
- C. Teachers shall be informed in writing within thirty (30) calendar days of any new or revised policies. Notice shall include a summary of the policy and where it can be obtained. A copy of Board policies shall be maintained in all school libraries and District electronic data files.
- D. A teacher should be free to participate in political activities. He/she should be free to support and participate actively in the affairs of the political party of his/her choice. His/her political activity must not compromise his/her professional integrity.
- E. Upon request, a teacher shall be entitled to have an Association representative present when he/she is being reprimanded for rule infraction or delinquency in professional performance that is to be placed in the teacher's personnel file. When the teacher requests the presence of an Association representative, in accordance with the above, the teacher and the representative shall make themselves available to the administrator at the time to be set by the administrator (which meeting shall begin during the teacher's regular school day) or at a mutually agreeable time.

ARTICLE III (continued)

- F. No teacher shall be disciplined or reprimanded without just cause. All information forming the basis for disciplinary action will be made available in writing to the teacher and at his/her request the Association shall receive a copy. The teacher being reprimanded or disciplined has a right to file a written rebuttal within ten (10) days which shall be attached to the written reprimand or record of disciplinary action and shall become a part of the teacher's personnel file.
- G. Each teacher shall have the right upon request to review the contents of his/her personnel file. The review will be made in the presence of the administrator or his/her designee. Privileged information such as confidential credentials, letters of reference from universities, individuals or previous employers are specifically exempt from such review. The administrator or his/her designee shall remove such credentials or confidential reports from the file prior to a review by the teacher. A representative of the Association may, at the request of the teacher, accompany the teacher in this review. Each teacher's personnel file shall contain the following minimum items of information:
1. Required medical information
 2. All signed teacher evaluation reports
 3. Teaching certificates
 4. Letters of commendation
 5. A transcript of academic record
- H. If a teacher or the Association is desirous of bringing any matters to the Board's consideration at a regular Board meeting, they shall file written request with the Superintendent of Schools on the Wednesday prior to the regular meeting. The request shall state the nature of the business to be brought to the Board's consideration. If the request is rejected, the

Association or teacher may renew their request to the Board prior to its confirmation of the agenda. The Board may at this time place the matter on the agenda. (The Board shall take up any matters placed on the agenda by the Association, not later than 10:00 P.M. of the night of the meeting.)

- I. Teachers shall be encouraged to maintain their dress and appearance and to conduct themselves in a manner which promotes respect and professionalism consistent with their assignment.

ARTICLE IV

MEMBERSHIP FEES AND PAYROLL DEDUCTIONS

A. Payroll Deductions

1. During the term of this Agreement all teachers shall pay either
 - a) the monthly membership dues of the Association or
 - b) the appropriate representation service fee of the Association, not to exceed the amount of the dues uniformly required of members of the Association.

The teacher may pay such dues or fees directly to the Association or authorize payment through payroll deduction, as herein provided.

2.
 - a) The Association shall certify to the Board at the beginning of the school year, the membership of the Association subject to deduction of membership dues and the amount of the monthly Association dues to be deducted. The Association shall also certify to the Board, as soon as the amount is known, the amount of monthly representation service fees to be deducted. These amounts so certified and deducted shall be forwarded to the Association, provided that when a teacher objects to the appropriate amount of the representation service fee, the amount of the deduction contested shall be placed in an escrow account as required by law until a determination of the appropriate amount of the deduction has been determined.

 - b) A teacher contesting the appropriate amount of the representation fee to be deducted, must exhaust the internal administrative procedures of the Association. The remedies of such procedures shall be exclusive, and unless and until such procedures, including any administrative or judicial review thereof, shall have been exhausted, no dispute, claim or complaint by an objecting employee concerning the application and interpretation to this Article shall be subject to the grievance procedure set forth in this Agreement, or to any other administrative or judicial procedure.

ARTICLE IV (continued)

- c) Due to certain requirements established in recent court decisions, the parties acknowledge that the amount of this fee charged to non-members along with other required information may not be available and transmitted to non-members until mid-school year. Consequently, the parties agree that the procedures in this Article relating to the payment or non-payment of the representation fee by non-members shall be activated thirty (30) days following the Association's notification to non-members of the fee for that given school year. In such event, it is agreed that the teacher remains obligated for the entire annual representation fee.
- d) In the event that a teacher shall not pay such representation service fee directly to the Association, or authorize payment through payroll deduction, the Board shall, upon completion of the procedures contained herein at the request of the Association and pursuant to MCLA 408.477; MSA 17.277(7), deduct the representation service fee from the teacher's wages and remit same to the Association. Payroll deductions made pursuant to this provision shall be made as provided in section "b" above. The Association in all cases of mandatory fee deduction pursuant to MCLA 408.477; MSA 17.277(7) shall notify the teacher of non-compliance by certified mail, return receipt requested. Said notice shall detail the non-compliance and shall provide ten (10) days for compliance and shall further advise the teacher that a request for wage deduction may be filed with the Board in the event compliance is not effected. If the teacher fails to remit the service fee or authorize deduction for same, the Association may request the Board to make the deduction. The Board, upon receipt of the request for involuntary deduction, shall provide the employee with an opportunity for a due process hearing limited to the question of whether or not the teacher has remitted the service fee to the Association or authorized payroll deduction for same.

ARTICLE IV (continued)

3. Nothing contained herein shall be construed to deny or restrict any teacher rights he/she may have under the Michigan General School Laws.
4. Regular dues for any or all of the above stated organizations shall be deducted together, as one deduction, in equal installments from each check beginning the second check due in September.
5. Dues authorizations filed with the Superintendent shall become effective with the next scheduled dues deduction on a prorated basis as determined by the EA Treasurer.
6. Dues authorization once filed with the Superintendent shall continue in effect until a revocation form in writing and signed by the teacher is filed with the Superintendent and the Treasurer of the Association.
7. The Association shall, on or before the second Monday of September of each school year, give written notification to the Superintendent of the amount of its dues and those of the MEA/NEA which dues are to be deducted in the coming school year under such dues authorization. The amount of deductions for these dues, as per said written notification shall not be subject to change during the entire school year.
8. For the purpose of this Article, the term "school year" shall include the period beginning with the first teacher working day of school in the fall through the last teacher working day of school in the spring.
9. Dues deductions shall be transmitted by the Superintendent to the WLEA/CEA Treasurer within thirty (30) days after such deductions are made. The Association shall be responsible for disbursements of WLEA/CEA, MEA/NEA dues paid to it, to the Treasurers of these organizations.

10. All refunds claimed for dues of the WLEA/CEA, MEA/NEA under such authorizations shall lie solely with the Association. The Association agrees to reimburse any teacher for the amount of any excess dues deducted by the Board and paid to the Association and agrees to hold the Board harmless from all claims of excessive dues deductions.
11. Any dispute between the WLEA/CEA and the Board which may arise as to whether or not an 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 and the Treasurer of the Association. 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 authorization form.
12. The Board shall also make payroll deductions upon written authorization from teachers for annuities, credit union, savings bonds, United Fund and any other plans or programs jointly approved by the Association and the Board.
13. The Association agrees to appoint legal counsel and assume the legal defense of any suit or action brought against the Board due to the district's compliance with the provisions of this Article of the collective bargaining agreement.

The Association further agrees to indemnify and save the Board, including each individual School Board member, its agents and administrators, harmless against any and all claims, demands, costs, suits, or other forms of liability including back pay and all court or administrative agency costs that may arise out of or by reason of action by the Board, its agents or administrators, for the purpose of complying with this Article.

ARTICLE V

TEACHING HOURS, CONDITIONS AND CLASS LOAD

A. Teaching Hours

1. The classroom teacher's normal duty hours in the school shall be a continuous seven (7) hours and fifteen (15) minutes. Teachers shall not be required to begin the normal workday prior to 7:30 A.M. nor end the normal workday after 3:30 P.M. All teachers in the same building shall maintain the same starting and ending times, except those who agree to a flexible schedule. Teachers who agree to a flexible schedule that extends the beginning or ending times, or creates a break in the continuous seven (7) hours and fifteen (15) minute work day must have the approval of the Association and the Superintendent of Schools.
2. Teachers are encouraged to remain for a sufficient period after the close of the pupil's day to attend to those matters which properly require attention at that time.
3. High School and Middle School teachers shall be provided two planning periods per day. One planning period will be equal to a regular class period. The remaining planning time will be assigned during the zero hour.

Elementary School teachers shall be scheduled for no fewer than 420 planning minutes per week, with at least three days of 30 consecutive minutes other than zero hour. Poor weather, emergency, or special activity days are not considered a loss in planning time. The Employer will make reasonable efforts through scheduling of special subject instruction, rotation of recess duties, and/or rotation of staff meetings to arrange at least thirty (30) consecutive minutes of preparation time each student instruction day for each elementary teacher.

ARTICLE III (continued)

4. Planning time requirements shall be reduced by the amount of instructional time increase each year of this agreement. (1999-2000 - 180 student days/1064 instructional hours; 2000-2001 - 180 student days/1098 instructional hours; 2001-2002 - 180 student days/1104 instructional hours). This would mean a reduction of five minutes per day of elementary planning time in the first year (minus five minutes at lunch), an additional reduction of 11 minutes per day for all teachers in year two, and an additional reduction of two minutes per day in year three of the contract. Daily instructional time shall be rounded to whole minutes which meet the instructional time requirements.
5. Teachers shall be guaranteed a duty-free lunch period of thirty minutes per day and shall have no more than six hours of pupil contact time per day.
6. Teacher aides will supervise the students during elementary lunch recess. When a teacher requires emergency relief, the building administrator shall provide for temporary supervision. Elementary teachers shall be able to use, for preparation, all time in which their classes are receiving instruction from various teaching specialists. All elementary teaching specialists shall be provided with relief and preparation time to the same extent as other elementary teachers.
7. Pupil contact time is defined as any time during the normal teacher's workday in which the teacher is involved in instruction or supervision of students excluding lunch and preparation periods. Assignment to a supervised study period shall be considered a teaching period.
8. Every reasonable effort will be made to keep the pupil contact time assigned to each teacher equivalent within each school.

ARTICLE III (continued)

B. Class Size

1. The Association and the Board recognize that the pupil-teacher ratio is an important aspect of a quality education program. The parties agree that class size should be lowered and equalized whenever practicable and to the extent feasible (taking into account the availability of qualified staff, facilities, funds and State requirements).

2. Elementary

The class size shall not exceed twenty-six (26) at grades K, 1 and 2, and twenty-eight (28) at all other grades, except it is agreed that should the class size specified reach a ten (10) percent overage, the matter would become a matter of concern, and plans be considered to correct the situation. At such time as the class size reaches a twenty (20) percent overage, action will immediately be taken to put the corrective plan in force.

3. Middle and Senior High Schools

- a) The ratio of pupils to bargaining unit staff of the middle and senior high schools shall not exceed 27:1. It is understood that this ratio shall apply to each school taken separately.
- b) Only a staff member's time actually devoted to duties in the middle or senior high school, respectively, may be counted in determining the pupil-teacher ratio.
- c) Except in certain activity-type classes such as physical education, music, and study hall, the average pupil load for teachers shall not exceed one hundred fifty (150) pupils per day.

ARTICLE V (continued)

- d) The Employer will make a reasonable effort to ensure that in classes using lab stations or equipment, the number of students assigned to the class will not exceed the number of stations or amount of equipment available.

- 4. Pursuant to the requirements of mainstreaming and to promote a proper learning environment for those identified as E.I., L.D., E.M.I., T.M.I., and/or P.O.H.I. by an I.E.P.C., the Employer will make a reasonable effort to ensure that an equitable distribution of such students shall be made within the building, grade and/or subject area which will accommodate the student's schedule.

The Superintendent will, at the teacher's request, review situations where the teacher believes an equitable distribution has not been made.

C. Equipment/Facilities

- 1. The Board agrees to make available in each school adequate word processing and copying facilities to aid teachers in the preparation of instructional material. Clerical personnel to aid teachers in the preparation of instructional material will be made available when possible at the direction of the administration. These facilities shall be made available to teachers at least fifteen (15) minutes prior to the required reporting time.

- 2. The Board shall provide:
 - a) Suitable closet space for each teacher to store coats, over-shoes, and personal articles.
 - b) Copies, exclusively for each teacher's use, of all texts used in each of the courses he/she is to teach.

ARTICLE V (continued)

- c) A dictionary, for which the teacher shall be responsible, in every classroom.
3. The Board shall make efforts toward providing:
- a) A separate desk for each teacher in the district and lockable drawer space.
 - b) Adequate storage space in each classroom for instructional materials.
 - c) Adequate board space in every classroom.
 - d) Adequate attendance books, paper, pencils, pens, chalk, erasers, and other such material required in daily teaching responsibilities.
4. The Board shall make available in each school, adequate restroom and lavatory facilities exclusively for employee use and at least one room, appropriately furnished, which shall be reserved for use as a staff room.
5. Telephone facilities shall be made available to teachers for their reasonable use.
- a) Each long-distance call made by a teacher shall be reported to the administration on a form provided by the administration within one (1) day of the making of the call. A duplicate copy shall be retained by the teacher.
 - b) All calls which are not reported as provided in sub-section 'a' shall be posted in the staff room by the administration. Any teacher who failed to report a long-distance call as provided in the sub-section 'a' shall have ten (10) school days from the time of such posting to file such report.
 - c) Any teacher failing to report any long-distance call as provided above shall pay the district the sum of one dollar and fifty cents (\$1.50) to compensate for tracing such a call.
 - d) The teacher shall be responsible for paying for the cost of the phone call only if it was for personal use.

ARTICLE V (continued)

6. Upon request of the Association, vending machines may be installed in the staff room and luncheon areas. These machines shall be installed and maintained by the Association at no expense to the Board.
7. Adequate off-street parking facilities shall be provided and properly maintained and identified exclusively for employee use.
8. Teachers shall not be required to work under unsafe or hazardous conditions or to perform tasks which endanger their health and safety.
9. Recognizing the health and educational benefits to students and teachers to be derived from a smoke-free building policy, the Board may adopt and maintain a smoke-free building policy which prohibits smoking in the buildings and on the grounds of the school district. If the Board fails to adopt a non-smoking policy, a designated smoking area will be provided in each building.

ARTICLE VI

DEPARTMENT AND ELEMENTARY CHAIRPERSONS

- A. The teachers in the Science, Social Studies, Mathematics and English Departments at the middle school and high school level shall, prior to the end of the school year, recommend three persons to the building principal as potential department chairpersons. The elementary teachers, in each elementary building shall, prior to the end of the school year, recommend three (3) persons grades K-2 and three (3) persons grades 3-5 to the building principal as potential elementary chairpersons.
- B. Those teachers nominated for department chairperson shall be tenured teachers, and teaching a majority of their assignments in the department.
- C. The building principal shall select the chairperson from among the three recommendations, prior to the end of the school year. Should there be three people eligible for the position, but not recommended, the principal shall at his/her option, choose from the persons offered, or declare the department/grade level without a chairperson for the school year. In the event the department/grade level is unable to recommend three (3) people due to other provisions of the Article, it shall present the names of all those eligible.
- D. The chairperson, the principal and the members of the department/grade level will jointly develop a job description for the chairperson in each area. High school and middle school department chairpersons shall have budget and curriculum responsibilities. Elementary chairpersons shall have only curriculum responsibility.

ARTICLE VII

ASSIGNMENT, TRANSFER, VACANCY AND PROMOTION

- A. The Board recognizes that it is desirable in making assignments to consider the interests and aspirations of its teachers. For the purpose of Article VII, the following terms are defined as follows:
1. Assignment - The placement of a teacher within a building (i.e., elementary teachers are "assigned" to a 1st-grade or 5th-grade class and secondary teachers are assigned to specific subject areas such as English, science, social studies or portions of each). Chelsea School District presently has five buildings made up of Pierce Lake Elementary, North Creek Elementary, South Meadows Elementary, Beach Middle School, and Chelsea High School.
 2. Transfer - The placement of a teacher from one building to another.
 3. Vacancy - The open position available after all assignments and transfers have been determined.
 4. Internal Posting - The posting of a position available for assignment or transfer.
 5. External Posting - The posting of a position available to external candidates or for additional employment for internal candidates. External posting will be made after the expiration of the internal posting.
- B. Teachers who are interested in a different assignment or a transfer shall file a request by March 1 of each year on the form provided. These requests may be for positions posted or future positions. Copies shall be sent to the Superintendent, present building principal, and the President of the Association (see request form).

ARTICLE VII (continued)

- C. Due to the nature of middle/high school assignments, principals are not required to provide an internal posting for each individual class open for assignment. Instead, teacher assignment requests made prior to March 1st will be considered before final middle school/high school assignments are made. Any classes remaining after building assignments are determined shall be posted internally and externally if necessary.
- D. Teachers requesting an assignment or transfer for internal postings shall be interviewed by the appropriate administrator(s). The administrator(s) may include appropriate staff in the interviews.

Teachers may choose to provide teaching samples designed by the administrator(s), but are not required to do so. It is understood that administrators have the opportunity to observe teachers during the school year. Therefore, teaching samples would normally be requested when administrators have not observed the teacher's instruction, or not observed the teacher recently, or the teacher is interviewing for a new task, subject area, etc. (i.e., counselor, technology, instructional).

Teachers denied a position for an internal posting shall receive a written notification by the appropriate administrator.

- E. Teachers shall not be denied a new assignment or transfer during the school year purely because it may cause disruption to affected programs and students. Instead, teachers will be given normal consideration. If a teacher is selected, a date for the start of the new assignment or transfer will be determined and the teacher shall be reassigned/transferred at that time.
- F. The Board retains the right to link work compensated by B2/B3 schedules to work assignments compensated on the B/B1 schedules. The linking of such work shall be related to the curriculum. Linked assignments shall be posted at the time of the

ARTICLE VII (continued)

initial hire or reassignment. Teachers shall not be assigned to linked positions without their approval. Once the linked position is accepted by the teacher, it is required, unless the position is unlinked by the District.

- G. All postings shall be for a minimum of 5 days and mailed to the President and Secretary of the Association, and the building representatives by public or school mail. The posting date may begin on the date the Association President or designee has been personally notified.
- H. Assignment or transfer decisions will be made by considering a teacher's qualifications, competency, aspirations, experience, length of service to the district, and other relevant factors.
- I. Vacancies in the administrative staff provide promotional opportunities for qualified applicants of the teaching staff. The Superintendent shall post notice of such a vacancy no less than five (5) days before the position is filled. Qualified applicants shall be interviewed.
- J. Any change in grade at the elementary level or building assignments or area of specialization in the middle school or high school should take place prior to the end of the school year. If no such notification is rendered to the teacher, the teacher can be reasonably certain his/her teaching assignment shall be the same. If there becomes a need to change a teacher's assignment after the end of the school year, notification of the change shall be given to the affected teacher within five (5) days, including the reasons therefor. If an emergency situation requires a change prior to the reopening of school, the teacher will be consulted and the Association shall be notified.
- K. Assignments shall be made at the discretion of the administrator, and will, except for good cause, be in the area of the teacher's competence. If outside the teacher's competence, the Association shall be notified and provided with a written explanation.

ARTICLE VII (continued)

- L. Nothing in this agreement shall be construed to discourage exploration of unique programs of instruction, for example, a block-time program or team teaching.
- M. An involuntary transfer during the school year will be made only in case of emergency or to prevent undue disruption of the instructional program. The Superintendent shall notify the affected teacher and the Association of the reasons for such transfer.
- N. Assignments that involve voluntary and involuntary transfers will be made at the discretion of the administrator, but the decision will emphasize an interest-based problem-solving process.

**ASSIGNMENT/TRANSFER REQUEST
(ARTICLE VII)**

Requests may be for internal postings or future openings.

1. Name of Teacher _____
2. Present Assignment _____
3. Present Building _____
4. Length of Service in Present Assignment _____
5. Length of Service to Chelsea School District _____
6. List the assignments desired (i.e., 3rd, 4th, 5th grade, any lower elementary grade, middle school, English, math, science, high school, or any combination)

7. Provide any additional information you would like to have considered

cc: Superintendent
President of CEA
Building Principal

ARTICLE VIII
REDUCTIONS OF PERSONNEL AND RECALL

- A. In the event the Board determines a lay-off situation has developed due to decreased student enrollment, shortage of revenue, program elimination or reduction, or that it has become necessary to reduce the number of teachers in a given subject area, field or program, or eliminate or consolidate position(s), the Board agrees to follow the procedure listed below:
1. Teachers not holding a regular Michigan provisional, permanent, continuing or qualified certificate shall be laid off first, provided there are fully qualified, fully certified teachers to replace and perform all of the needed duties of the laid off teachers.
 2. If reduction is still necessary, then probationary teachers with the least number of continuous years of teaching in the Chelsea school system will be laid off first, provided there are remaining fully qualified, fully certificated teachers to replace and perform all of the needed duties of the laid off teachers.
 3. If further reduction is still necessary, then tenure teachers with the least number of years continuous service to the Chelsea school system will be laid off first, provided there are fully qualified, fully certificated teachers to replace and perform all of the needed duties of the laid off tenure teachers.
- B. To be fully qualified, a teacher shall have:
1. Earned a provisional, permanent, or continuing teaching certificate in a given subject area or elementary grades, and
 2. Completed a major or minor (or the equivalent number of hours from an

ARTICLE VII (continued)

accredited college or university) in the subject area which the teacher is assigned.

or

3. Taught in the subjects and/or subject areas on a regular basis in the Chelsea School District preceding the lay-off, and
 4. Earned the minimum credit hours required by the North Central Association for positions where North Central accreditation has been conferred.
 5. When seniority and qualifications as defined in 'a' through 'd' above are equal, recency of training and experience will be determinate.
- C. For purposes of this Agreement, seniority shall be defined as the length of service in the Chelsea School District as a member of the bargaining unit.

Any administrator employed by the district prior to September 1983 shall continue to accrue seniority for all time spent either as an administrator or a teacher in the Chelsea School District. Newly hired administrators beginning their employment in the district after September 1983 shall not accrue seniority in that capacity.

Ranking of teachers having the same length of service (seniority) shall be determined by a public drawing, conducted by the Association. The teachers affected shall be notified in writing of the date, place and time of any drawing by the Association.

- D. Recall - In the event of layoff, the Board will institute a recall procedure which will be in inverse order of the above layoff procedure.

No new teacher shall be employed by the Board while there are teachers of the district who are laid off, unless there are no laid-off teachers with proper certification and qualifications to fill the vacancy which has arisen. The Board shall

ARTICLE VII (continued)

give written notice of recall from layoff by sending a registered or certified letter to said teacher at his/her last known address. It shall be the responsibility of each teacher to notify the Board of any change of address. The teacher's address as it appears on the Board's records shall be conclusive when used in connection with layoffs or recall. If a teacher fails to report to work within ten (10) calendar days (not inclusive of Saturdays, Sundays or holidays) from date of sending of the recall, unless an extension is granted in writing by the Board, said teacher shall be considered as a voluntary quit and shall thereby terminate his/her individual employment contract and any other employment relationship with the Board.

- E. Any layoff pursuant to this agreement shall automatically terminate the individual's employment contract and all benefits provided therein, including all benefits under this Master Agreement. Employment rights shall be reinstated in full upon re-employment in accordance with paragraph four (4) above.
- F. The Board shall give no less than thirty (30) days notice to the teacher being laid off.

ARTICLE IX
LEAVES OF ABSENCE

Because we recognize the requirement of security for the teachers in time of sickness, matters of emergency, or other circumstances beyond the control of teachers, the following provisions are hereby established.

Section 1 Illness and Disability

A. Sick leave credits shall be earned during each year in the following manner:

First and second years of service: 1 per month to a maximum of 10

Each succeeding year of service: 2 per month to a maximum of 20

The unused days from prior years shall be carried forward in each case. The maximum credit bank for each teacher shall be one hundred eighty five (185) days. Accrued sick leave credits revert to the Board upon termination of employment.

Any deductions for unearned sick leave will be at a rate of base salary divided by days in official school year.

A teacher will lose one-half day of sick leave if he/she is only absent from school duties for one-half day for illness, doctor or dental appointment. Sick-leave credits shall be charged and pay granted only during absences occurring on regularly scheduled school days; provided further, that in no event shall pay be granted during absence for any reason under this Article during any period when a teacher's sick-leave credits have been exhausted, anything contained herein to the contrary notwithstanding.

B. Leaves of absence with full pay and charged to the teacher's sick leave account shall be granted in the case of illness in the teacher's family requiring such teacher's presence. The total of such leave shall not exceed ten (10) school days per year.

ARTICLE IX (continued)

The Superintendent or his/her designee may approve exceptions to these maximum allowances upon request of the teacher.

- C. Leaves of absence with full pay and charged to the teacher's sick leave account shall be granted in the case of necessary medical or dental appointments not obtainable during non-duty hours.
- D. Absence due to injury incurred in the course of the teacher's employment, or because of the condition of school property, shall be charged against the teacher's sick leave account only on a pro-rated basis. He/She shall receive the difference between his/her regular salary and any Worker's Compensation benefits to which he/she may be entitled for the period that his/her sick leave covers on the pro-rated plan. Sick leave days deducted will be deducted at the same ratio as the ratio of salary paid by the Board.
- E. Leaves of absence with full pay and charged to the teacher's sick leave account shall be granted for personal illness not compensable under worker's compensation laws within the limitation as set forth in this Article; provided further, that no such sick leave, with pay, will be granted for more than three (3) consecutive school days unless disability from performing regular duties beyond such three (3) consecutive school days is certified by competent authority or other unimpeachable source to the reasonable satisfaction of the Board.
- F. Illness on days when school is not in session shall not be deducted from sick leave accounts nor shall there be any loss of pay.
- G. Individual teachers shall, on request, be notified in writing within ten (10) days after the beginning of each school year the total of unused sick leave days to date in his/her sick leave account.

ARTICLE IX (continued)

- H. A teacher who is unable to teach because of personal illness or disability, and who has exhausted all sick leave available, shall be granted a leave of absence without pay for the duration of such illness or disability up to one year and the leave may be renewed each year upon written request by the teacher.
- I. All teachers shall have the right to apply and receive sick leave benefits beginning at such time as they are physically incapacitated. This provision shall include, but not be limited to, pregnancy-related disabilities, appendectomies, etc. Teachers shall notify the Superintendent of Schools on the first practicable date of anticipated illness or disability. Notification shall be accompanied by a statement from the attending physician, certifying:
1. The anticipated period of illness or disability,
 2. The general prognosis re: the teacher's ability to perform his or her teaching functions until the anticipated date of absence,
 3. That the nature of the illness or disability anticipated by the teacher is such that it would prevent him/her from fulfilling his/her teaching responsibilities during the anticipated period of absence.
- The teacher shall be required to furnish medical certification of his/her continued ability to perform his/her duties as often as the Board of Education, in its discretion, may request.
- J. To receive sick leave payments, the teacher must perform all assigned duties until physically disabled, and return to service as soon as physically able.
- K. Teachers shall provide, in writing, general lesson plans and other materials required by the principal for the duration of absences due to illness or disability in order to maintain curricula continuity through substitutes.
- L. Teachers may be required to submit to physical examination by a physician selected and paid for by the Board.

ARTICLE IX (continued)

Section 2

Leaves of absence with pay and not chargeable against the teacher's sick or personal leave account shall be granted for the following:

A. Funeral Leave

1. Each teacher shall be entitled to leave with pay and without charge to his/her sick or business day leave in the event of a death in the immediate family of the teacher for a period not exceeding five (5) school days. Immediate family shall mean mother, father, brother, sister, child, wife, husband, grandparents, parents of current spouse, and grandparents of current spouse.
2. In the event of death of other relatives or person of close relationship, each teacher shall be entitled to one day absence without charge to his/her personal day leave account.

B. Religious Observance

Religious observance, if the tradition of the teacher's religion requires abstention from work.

C. Jury and Court Leave

Each full-time teacher shall be excused from his/her assigned duties for jury duty or attendance at any public hearing pursuant to subpoena. He/She shall be paid the difference between his/her regular salary and such amount as he/she may receive as a juror or witness. No teacher shall be entitled to such payment when, without being summoned, he/she volunteers for jury duty.

ARTICLE IX (continued)

D. Selective Service Physical Examination

Teachers reporting for a selective service physical examination shall be excused without loss of pay or sick leave or business leave for such purpose.

Section 3 Unpaid Leaves of Absence

Leaves of absence without pay are available as provided below. Teachers shall provide written notice to the Superintendent of their intent to return from leave no later than April 15 preceding their return in the fall semester or November 15 preceding their return in the winter semester, or as stipulated in the granting of the leave. Reminder of said requirement shall be mailed to each employee on leave at the last address on file with the Board not less than fifteen (15) days prior to the notice deadline. Failure to provide the Board with timely notice shall be deemed a quit by the teacher and terminate all contractual requirements. In addition to the provisions below, the Board may, at its sole discretion, renew unpaid leaves of absence.

A. Military Service Time

A military leave of absence shall be granted to any teacher who shall be inducted (or shall enlist) for military duty in any branch of the armed forces of the United States. Upon return from such leave, a teacher shall be placed at the same position on the salary schedule as he/she would have been had he/she taught in the district during such period. Credit on schedule is limited to the minimum enlistment time or the minimum induction time.

B. General Leave of Absence

A general leave of absence for one (1) year may be granted to a teacher who has served the district for a period of seven (7) years upon such request being made, provided the granting of such leave will not be contrary to the best interests of the

ARTICLE IX (continued)

school district. The Board, in its discretion, may waive the seven (7) years of service requirement.

A teacher returning from a general leave of absence shall be placed at the same step as the year in which he/she left and all sick leave shall remain as it was prior to taking of this leave. Any teacher returning from a general leave shall be entitled to return to his/her former assignment or one of like nature and status.

C. Association Office

A leave of absence of up to one (1) year shall be granted to any tenure teacher upon application for the purpose of serving as an officer of the MEA or the NEA. Upon return from such leave, such teacher shall be placed at the same position on the salary schedule as he/she would have been had he/she taught in the system during such period.

D. Public Office

A leave of absence not to exceed two (2) years may be granted to any tenure teacher upon application for the purpose of campaigning for, or serving in, a public office. The teacher may request an additional leave of absence not exceeding two (2) years, which may be granted at the discretion of the Board. Upon return from such leave, a teacher shall be placed at the same position on the salary schedule as he/she would have been had he/she taught in the system during such period.

E. Exchange Teaching, Job Corps, Etc.

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

ARTICLE IX (continued)

Peace Corps, Teacher's Corps or Job Corps as a full-time participant in such program; or a cultural travel or work program related to his/her professional responsibilities; provided said teacher states his/her intention to return to the school system. Upon return from such leave, a teacher shall be placed at the same position on the salary schedule as he/she would have been had he/she taught in the district during such period.

F. Parental Care Leave

Upon request, a teacher shall be granted an unpaid leave of absence for the purpose of parental care of the teacher's newly born child or newly adopted infant under the age of three (3) years, the duration of which shall be for the remainder of the semester in which the child is born or adopted and up to the two (2) full consecutive semesters following commencement of the leave. A teacher returning from such a leave of absence shall be placed at the same step on the salary schedule to which he/she was entitled at the time of the leave. All sick leave shall remain as it was prior to taking the leave. Any teacher returning from such a leave shall be entitled to return to his/her former position one of like nature and status.

ARTICLE X

PERSONAL DAYS AND PROFESSIONAL DAYS

A. Personal Days

1. a) A maximum of two-and-one-half (2-1/2) personal days with full pay will be allowed each year.
- b) These days are not accumulative and are not to be deducted from sick leave.
- c) The two-and-one-half (2-1/2) personal days may be taken in one semester; however, only 1-1/4 days are earned per semester and a teacher leaving before the end of the semester would have the unearned portion used deducted from his/her final check.
- d) Personal days will not be granted on the day before or following a holiday except for an unexpected emergency.
- e) A teacher planning to use a personal day or days shall notify his/her principal at least one day in advance. In cases of emergency, the time requirement may be waived by the principal.
- f) No reasons need be given for personal day requests. However, all use must comply with A(1)d set forth herein above.

B. Professional Days

1. At the beginning of every school year, not less than \$8,000.00 will be made available for:
 - a) visitation to view other instruction techniques or programs,
 - b) conferences, coaches' clinics, workshops or seminars conducted by

ARTICLE X (continued)

high schools, colleges, universities, and state and national professional organizations and/or affiliated departments thereof.

2. A teacher attending professional improvement meetings shall be reimbursed at the IRS rate per mile for a maximum travel distance of 600 miles. In no event shall there be a distance limitation placed on conference attendance, and the Superintendent, at his/her discretion, may approve reimbursement where lengthier travel is approved.
3. During this agreement, school staff days may be used as professional days, with administrative approval. All professional days requested are subject to the approval of the building principal. No teacher shall be allowed to use more than two (2) days.
4. Applicants for use of days under this section shall be provided with a written response to their application within five (5) working days. If a written response is not received in accordance with the above, the teacher applicant may assume his/her request has been approved.

ARTICLE XI
SABBATICAL LEAVE

- A. Teachers who have been employed for seven (7) consecutive years retroactive to the initial date of employment may be granted a sabbatical leave for one (1) year. During said sabbatical leave, the teacher shall be considered to be in the employ of the Board and shall be paid not less than one-half (1/2) of his/her annual salary of the year leave is taken.

- B. Sabbatical leave may be granted for working toward an advance degree through formal study at a college or university, research work under the guidance of competent research personnel, domestic or foreign travel, or advanced study for a specialty program.

- C. The application for sabbatical leave must be submitted to the Board for approval by February 15, for leaves to be granted for the following school year. The Board shall notify all applicants of their decision by June 15 of each year.

- D. The Board will weigh the following criteria in considering each application:
 - 1) Potential benefit to school system
 - 2) Purpose of leave
 - 3) Professional growth of staff member
 - 4) Demonstrated dedicated service to the school system
 - 5) Length of service in school system
 - 6) Other relevant factors

- E. After due consideration of all the applications, the Superintendent shall present each request to the Board with his/her written recommendation of acceptance or rejection. A copy of the Superintendent's recommendation to the Board will be furnished to the teacher applicant at least five (5) days prior to the Board meeting at which the decision in respect to the granting of the leave will be rendered by the

ARTICLE XI (continued)

Board. The teacher involved will then be asked to be present at the meeting when his or her program comes up for consideration.

- F. A teacher, upon return from sabbatical leave, shall be restored to his/her former position or to a position of like nature and status, and shall be placed at the same position on the salary schedule as he/she would have been had he/she taught in the district during such period.

ARTICLE XII

TEACHER EVALUATION AND PROFESSIONAL GOALS

- A. The Superintendent and/or respective building principal or assistant principal shall evaluate all teachers, and the performance of all teachers shall be evaluated in writing. In addition, the Director of Special Education shall be empowered to evaluate special education teachers (i.e., L.D., E.M.I., etc.). Also, the Director of Athletics & Physical Education shall be empowered to evaluate physical education teachers. Consortium administrators shall be empowered to evaluate consortium teachers employed by the district, using the teacher performance criteria of this Master Agreement.
1. The evaluator is expected to describe and analyze what is happening in the teaching situation; provide an unbiased rating of a teacher's performance; conduct conferences with teachers regarding instructional performance; diagnose the cause(s) of an unacceptable teaching performance; provide assistance appropriate to unacceptable teacher performance; and provide information about current resources and research in education.
 2. An evaluator will be familiar with the teacher's classroom and students; have knowledge of the technical aspects of teaching, derived from classroom experience, in-service, and course work, which would build skills in the evaluation of instructional methods.
- B. No probationary teacher shall be suspended, discharged, or fail to have his/her contract renewed unless he/she has received, in writing, the specific reasons for such action.
- C. Faculty members shall be evaluated on their performance during on-duty hours. The evaluation process utilizes two separate forms:

ARTICLE XII (continued)

1. Teacher's Performance Criteria - used for classroom observations and also for the summative evaluation (copy set forth in Appendix D-1).
 2. Professional Goals - used to develop professional growth plans (copy set forth in Appendix D-2).
- D. The purpose of teacher evaluation is to improve the quality of instruction and to assist teachers to meet their potential.
1. Probationary teachers will be evaluated at least two (2) times during the school year: once approximately two (2) months following commencement of service and once approximately ninety (90) days prior to the end of the probationary school year.
 2. Tenured teachers will be evaluated at least once every three (3) years.
 3. Each year those tenured teachers who will receive a summative evaluation will be notified within ten (10) school days of the start of school.
 4. Each year for tenured teachers there will be either a summative evaluation or a plan with professional goals developed.
 5. A tenured teacher may request a summative evaluation instead of developing professional goals.
- E. Any evaluation shall be based upon actual observation or data compiled by the evaluator and not based on hearsay or a compilation of complaints.
1. Teachers should not be negatively evaluated for choosing to use their planning time instead of attending zero-hour meetings.

ARTICLE XII (continued)

2. Evaluations may include more than one classroom observation.
 3. All evaluations will be done with the full knowledge of the individual evaluated.
 4. Pre-observation conferences may be requested by an administrator or a teacher.
 5. At least one classroom observation must be pre-arranged. The first classroom observation to be included in the evaluation will be at least 30 consecutive minutes. Subsequent classroom observations to be included in the evaluation will be at least 15 consecutive minutes. Teacher Performance Criteria form will be used for these classroom observations with the "classroom observation" box checked.
 6. Administrators conducting evaluations shall inform faculty of concerns as soon as possible after each observation to provide timely feedback and the opportunity for improvement. Informal feedback may be provided after any observation.
 7. A formal post-observation conference will occur within five (5) school days after the last classroom observation, at which time a summative evaluation will be completed and shared at this conference. The written evaluation will be signed in duplicate by such administrator and such teacher, one copy to be retained by the teacher and one copy to be placed in the teacher's personnel file.
- F. In the event that a faculty member disagrees with the evaluation:
1. He/She has the right to submit a written rebuttal within ten (10) school days following the evaluation conference. This response will be placed in such teacher's personnel file and attached to the Board's evaluation copy.

ARTICLE XII (continued)

2. He/She has the right to request within one (1) week following the evaluation conference an additional evaluation to be completed by another administrator in the district. This evaluation should be completed within twenty (20) school days and by the end of the school year.
 3. He/She may ask for a colleague to be present during the additional classroom observation and the post-observation conference.
- G. In the case of an unacceptable evaluation:
1. The evaluator will directly supervise performance improvement.
 2. A partnership will exist between the evaluator and the building principal in cases where the building principal is not the evaluator.
 3. An individual improvement plan will be developed between the teacher and evaluator at a conference within two (2) weeks of the observation. This conference will include:
 - a) criteria for acceptable performance
 - b) viable resources to be used for improvement
 - c) clear goals
 - d) clear strategy for improvement
 4. The teacher will be granted an additional evaluation upon request.
- H. The purpose of Professional Goals is to generate a plan that will help the teacher identify specific areas for professional growth and improvement--not to measure a teacher's performance.

ARTICLE XII (continued)

1. Probationary and tenured teachers will submit to the administrator Professional Goals by September 20.
 2. The evaluator may hold a conference with the teacher by October 31 to discuss the Professional Goals.
 3. The evaluator will hold a Professional Goals review with the teacher by April 30.
 4. There will be no written evaluation by the evaluator, but the teacher may write a summary to attach to the goals.
 5. The teacher will not be required to:
 - a) report grades or evaluations
 - b) make a presentation
 - c) construct or present a written report
 6. Administrative and Board support will include:
 - a) release time for teachers requesting professional growth opportunities
 - b) money to cover the cost of professional growth experiences
 - c) options for appropriate experiences for growth purposes as provided for in Article X, Section B. Professional Days
 7. Professional goals will be placed in the personnel file. At the end of the goal review the principal will return a copy of the plan to the teacher.
- I. Teachers in grades 6-12 may request to be evaluated by students. Upon request of the teacher, arrangements shall be made to administer the student evaluation process. The process shall be one that provides for confidentiality of results only to the teacher.

ARTICLE XIII
PROBATIONARY PROCEDURE

- A. The parties recognize the substantial investment of time and effort by probationary teachers in obtaining the education necessary to qualify for a Michigan Provisional Teacher's Certificate. In recognition of this investment, and to improve the quality of professional service of such teachers in Chelsea, the parties agree to the following procedure for the evaluation of probationary teachers:
1. At the second and third evaluations of probationary teachers, the teachers may request a representative of the Association to be present at the required conference with the evaluator.
 2. Evaluations shall include all job-related deficiencies as of the time of the evaluation.
 3. Upon the teacher's request, the second and third evaluation shall include specific information on the help provided to the probationary teacher to correct alleged deficiencies.
 4. At the request of the teacher or the immediate evaluator, the third evaluation will be conducted by another administrator in the Chelsea School District.
 5. Notice of failure to re-employ a probationary teacher will be based upon said evaluation.
- B. Upon receipt by a probationary teacher of notice of a recommendation to terminate his/her employment, that teacher shall upon request be granted a hearing before the Board of Education.
- C. Within five (5) school days of receipt of such request, the Board shall notify the

ARTICLE XIII (continued)

Grievance Committee and the affected teacher of the date, time, and place of such hearing, which shall be no later than fifteen (15) school days subsequent to the date of receipt of such request. The hearing may be either public or private, as the affected teacher shall request.

- D. At the hearing, the affected teacher may, if he/she chooses, be represented by counsel of his/her choice or an Association representative.

The teacher shall be entitled to offer sworn testimony of witnesses on his/her behalf, to testify in his/her own behalf, to introduce relevant exhibits and to have present at his/her expense, a public stenographer or court reporter to make a transcript of the proceedings. At such hearing, the evidence upon which the recommendation is based will be presented to the Board. The teacher shall then have the burden of establishing that the recommendation to terminate is arbitrary or capricious. After the hearing is concluded, the Board shall review the evidence presented and shall issue its decision thereon within fifteen (15) days.

EXTRA-CURRICULAR DUTIES

- A. A teacher who is notified on or before May 15 of the preceding year that his/her extra-curricular duty will not be renewed at the end of the first or second year may follow the probationary procedure, including a hearing before the Board, which shall be requested within fifteen (15) days of receipt of such notice.
- B. If a teacher is retained in any such position for a third year, he/she shall be entitled to continue to serve in such position from year to year unless removed for cause which shall be reviewable through all the steps of the contract grievance procedure.
- C. Teachers serving in extra-curricular positions as of the date of this agreement who have served in the same position for over two school years shall be entitled to the protection provided in the grievance procedure.

ARTICLE XIII (continued)

- D. The Superintendent and/or the respective building principal and/or the Athletic Director shall evaluate in writing all persons holding the same extra-curricular position for less than two (2) years at least two (2) times during the year; once approximately two (2) months after the activity begins, and once approximately ninety (90) days before the end of school. If the extra-curricular duty is seasonal, one evaluation shall be made no later than three (3) weeks after the beginning of the season, and the other shall be made no sooner than ten (10) days later.

- E. As soon as possible following the evaluation, the evaluating administrator shall confer in private with the teacher concerning his/her performance in said duty, at which time the written evaluation containing all job-related deficiencies shall be signed in duplicate by the administrator and the teacher, one copy to be placed in the teacher's file, the other to be retained by the teacher. Should the teacher request assistance, the evaluator either personally shall furnish help or assign someone capable of advising the teacher as to how he/she might improve. The teacher, at his/her option, within one week's time, may file a written rebuttal to be placed with the evaluation in his/her personnel file. In no event shall the second evaluation be made prior to the aforementioned conference on the first evaluation, nor shall the second evaluation take place prior to ten (10) days after any help requested has been rendered.

- F. Notice of the recommendation to not retain a person in his/her extra-curricular position during his/her first or second year will be based on the said evaluations, and any other material or information coming to the attention of the evaluator or any agent of the Board.

- G. Failure to follow any procedures set forth in this Article shall be reviewable through all the steps of the contract grievance procedure.

ARTICLE XIV
CURRICULUM CHANGE

The Association recognizes the duty of the Board to establish and maintain a sound program of education for the Chelsea School District. The professional training and expertise of teachers should allow them to contribute to the improvement of such educational programs. Therefore:

- A. A change in curriculum may originate in a grade level in a grade school or within a subject area in the middle or high school.

- B. Building-level curriculum enrichment teams may be established. The building enrichment team will be comprised of at least 3 teachers from that building and the building principal. The Superintendent or his/her designee may be part of these teams. The function of the building enrichment teams will be to study proposed changes in curriculum and see how they will dovetail into the overall K-12 curriculum. These enrichment teams may also initiate curriculum change.

- C. On recommendation from a building enrichment team, or Board of Education or administrative directive pertaining to curriculum change, the proposed change shall be reviewed by a Central Curriculum Committee. The Central Curriculum Committee shall be composed of the following:
 - 4 representatives from middle school)English/Science
 - 4 representatives from high school)Math/Social Studies
 - 2 parents (1 elementary and 1 secondary) (principals and CEA building representatives determine who)
 - 6 other curricular areas
 - 1 from counseling/guidance/social workers
 - 1 from special education
 - 1 from media
 - 1 from art, music, foreign language

ARTICLE XIV (continued)

1 from business, skills for managing life, technology, computers

1 from health and physical education

- 6 elementary chairs, upper and lower elementary
- 5 principals
- 1 teacher selected by the CEA
- 1 Board member
- 1 curriculum director/superintendent

- D. The function of the Central Curriculum Committee will be to study the proposed changes as to how they will fit into the overall K-12 curriculum.
- E. Proposed revisions of the curriculum shall be made available in writing to all teachers involved. All teachers shall be afforded twenty (20) school days to submit recommendations to any curriculum committee.
- F. Upon the approval of the majority of the Central Curriculum Committee of the proposed change, the proposal would be presented to the Board of Education by members of the school staff where the proposed change originated.
- G. The Board of Education, after receiving a proposed curriculum change, shall take action upon their earliest opportunity but, in any event, within one month after the proposal has been presented.
- H. Recognizing the importance of a sound curriculum to the Chelsea school system, should the Board not agree with a proposed curriculum change, the Board will appoint three (3) members to meet with the professional building staff and representatives of the Central Curriculum Committee to discuss the differences.
- I. Teacher involvement on district or building curriculum committees shall be voluntary.

ARTICLE XV
STUDENT TEACHING ASSIGNMENTS

- A. Supervisory teachers of student teachers shall be tenured teachers possessing a minimum of a Bachelor's degree who voluntarily accept the assignment.
- B. Supervisory teachers shall work directly with the university program coordinator and assist in developing extensive opportunities for the student teachers to observe and practice the arts and skills of the profession.
- C. The Board agrees to provide student teachers with a copy of the most recent accrediting report, texts, guides, building policies, and a copy of this agreement to assist them during this assignment.
- D. Those eligible to be supervisory teachers shall have the right to decide whether they will accept a student teacher. In no event shall the Board or its agents assign a student teacher to a supervisory teacher prior to his/her consent.
- E. All compensation received by the Board or its agents for the student teacher program shall be paid directly to the supervisory teacher.

ARTICLE XVI

STUDENT DISCIPLINE AND TEACHER PROTECTION

- A. Discipline - special students. The Board will give reasonable support and assistance to teachers with respect to the maintenance of control and discipline in the classroom. Whenever it appears that a particular pupil requires the attention of special counselors, social workers, or law enforcement personnel, the teacher shall advise the principal, and if the principal concurs and such help is available, reasonable steps shall be taken to provide such special attention as is required. In the event of a disagreement, the teacher may appeal the decision to the Superintendent.

- B. It is recognized that discipline problems are less likely to occur in classes where a high level of student interest is maintained. It is likewise recognized that when discipline problems occur, they may most constructively be dealt with by encouragement, praise and emphasis upon the child's desirable characteristics. A teacher may use such force as is necessary to protect himself/herself from attack or to prevent injury to another student.

- C. A teacher may exclude a pupil from one class when the grossness of the offense, the persistence of the misbehavior, or the disruptive effect of the violation makes the continued presence of the student in the classroom intolerable. In such cases, the teacher will furnish the principal, as promptly as his/her teaching obligations will allow, but not later than the following morning, full particulars of the incident in writing. The procedure to be followed in excluding a pupil from class shall be established by the administrator and distributed to each teacher at the beginning of his/her employment.

- D. Procedure for suspension of students from school shall be made known by publication of student codes of conduct or student discipline codes at the high school and middle school. These publications shall be distributed to all students

ARTICLE XVI (continued)

and teachers each year. Teachers shall review the contents of such codes with their students at the direction of their principal. School authorities will endeavor to achieve correction of student misbehavior through counseling and interviews with the child and his/her parents when warranted.

- E. Care of property and safety of pupils - teachers shall be expected to exercise reasonable care with respect to safety of pupils and property and will be cautioned that they will be individually liable to pupils and/or parents for injury in the case of *gross* negligence.

- F. Assault - any case of assault upon a teacher which had its inception in a school-centered problem shall be promptly reported to the Board or its designated representative. If the assault was by pupil(s), the administration shall promptly investigate the matter and determine suitable treatment for the assaulting pupil(s). This decision shall be communicated to the teacher concerned. If the assault is by an adult who is not a pupil, the Board or its designated representative shall promptly report the incident to the proper law enforcement authorities.

- G. No disciplinary action shall be taken upon any complaint directed toward a teacher, nor shall any notice thereof be included in said teacher's personnel file, unless such matter is judged serious enough by the appropriate administrator to be promptly reported in writing to the teacher concerned after investigation of the complaint. If, after discussing the matter with the teacher, and an Association representative upon request, a decision to add this to the teacher's personnel file is made by the administrator, a copy of said item shall be given to the teacher. The teacher shall have the right to file within one (1) week a written response that will also be placed in the teacher's personnel file attached to the principal's entry. At the request of the person making the complaint, the teacher, or the Administrator involved, and by mutual consent, a conference involving those people may be held prior to a decision being made whether to add the item to the teacher's personnel file.

ARTICLE XVI (continued)

- H. Loss of time, injury at school - any injury which arises out of or occurs in the course of employment of a teacher shall be promptly reported to the building principal. The teacher shall be supplied with the appropriate forms in the event a worker's compensation claim is to be filed. If a teacher is involved in an assault as mentioned in Paragraph 'F' above, and the Board of Education determines that the teacher has acted within his/her rights, the teacher will not suffer a loss of salary as a result of an injury incurred during the assault. In the event of an injury arising out of an assault which occurred because the teacher was not acting within his/her rights, accumulated sick leave may be used. However, it is expressly understood that the teacher may be subject to disciplinary action by the Board of Education if the situation warrants same.

- I. Worker's compensation - the Board shall provide worker's compensation insurance as provided by law.

ARTICLE XVII
PROFESSIONAL COMPENSATION

Section 1

- A. The basic salaries of teachers covered by this agreement are set forth in Appendices B and B-1, which is attached to and incorporated in this agreement. Such salary shall remain in effect during the designated periods.

- B. Teachers shall be given a maximum of ten (10) years credit on the Salary Schedule set forth in Appendices B and B-1 for full years of outside teaching experience in any school district in the State of Michigan or other teaching experience in a school district accredited by a recognized accrediting agency. No such person, gaining credit on the Salary Schedule set forth in Appendices B and B-1, shall be placed on a higher level than that of a teacher whose corresponding years of experience have been with the Chelsea School District.

- C. All compensation for services rendered to the district in regular teaching assignments and in extra-curricular assignments must be in accordance with the salary schedules as set forth in this agreement without deviation.

- D. All teaching staff may be required to substitute during non-teaching portions of their regular daily assignments in an emergency situation, or when a regular substitute or volunteer from the teaching staff is unavailable. If the Administration has requested such service from a number of teachers equal to at least one-half of those assigned to a planning period during that particular period, a teacher must show good cause to refuse such request. When serving as a substitute, the elementary teacher shall be compensated at the rate of \$6.25 per quarter (1/4) hour or fraction thereof. When serving as a substitute, the middle school or senior high school teacher shall be compensated at the rate of \$6.25 per 1/4 school period. Any portion of a 1/4 period shall be counted as an additional quarter period. The period rate shall be \$25.

ARTICLE XVII (continued)

- E. Mentor teachers, assigned by the District to assist in providing training and support for probationary teachers, shall be paid \$500 per year. The District shall provide a job description for the mentor teachers. Mentor teachers must be tenured teachers, and acceptance of the mentorship is optional.
- F. Teachers required in the course of their work to drive personal automobiles from one school building to another shall be reimbursed at the IRS rate. The same reimbursement shall be given for use of personal cars for field trips or other business of the district. The Board shall provide liability insurance protection for teachers when their personal automobiles are used as provided in this section.
- G. Driver education teachers are to be compensated at the hourly rate of \$20. Teachers applying for driver education positions shall be notified of their hire or assignment four weeks prior to the start of classes.
- H. If a teacher accepts an additional teaching class assignment in lieu of a planning period, he/she shall receive additional compensation in the amount calculated by dividing the teacher's base salary by the number of periods in the school day at the teacher's respective school building.
- I. A teacher employed part-time shall be compensated at the prorated rate of teaching assignments in the building/program assigned. The prorated rate compensates the teacher for the class(es) taught and the prorated portion of planning time.
(Example: High School teacher teaches five (5) classes - a part-time teaching assignment of two (2) classes requires two-fifths (2/5) salary for two classes and two-fifths (2/5) planning time.)

Section 2

- A. All benefits hereunder are subject to the terms and conditions of the insurance policies and any claims shall be made against the insurance carrier. The employee

ARTICLE XVII (continued)

must comply with all requirements for coverage specified by the insurance carrier, including those for enrollment and active employment.

The employee must notify the Board in writing of any change in marital status and/or number or age of dependents which would result in an adjustment of premiums paid by the Board for insurance coverage. Any failure to so notify the Board shall make the employee liable for any overpayment of premiums attributable thereto. The Board shall provide written verification to the employee that the insurance carrier has been notified. Where husband and wife are employed by the Board, the Board shall not be obligated to pay premiums which would result in duplication or overlapping coverage. Where applicable, one teacher shall be designated as the insured and dependent shall be at the option of the teacher involved. Any premium cost in excess of the amount for which the Board is obligated or any overpayment of premiums shall be deducted from the salary of the teacher.

- B. The Board agrees to pay, on behalf of each full-time employee that is contracted to work the entire school year, the full premium costs of Blue Cross-Blue Shield MVF-1 individual or full-family health coverage with the following described coverage and riders:

Comprehensive Hospital, D45NM

Riders: ML, DCCR/DC, FAE/RC, SA/SD, COB-2, XF and Reciprocity,
ICMP, RM, RPS, HCB1

Master Medical Option IV

\$5.00 preferred RX prescription drug program, with mail order prescription drugs at 50% of co-pay as determined by their marital and dependent status.

- C. In the event the teacher elects not to take the aforementioned health coverage, he/she may apply the single premium coverage amount of the aforementioned Blue Cross-Blue Shield coverage toward the purchase of dental insurance, and/or other insurance or annuity programs which are approved by both parties.

ARTICLE XVII (continued)

- D. The above specified insurance program contributions shall commence in September and continue for 12 months for teachers employed on or before the beginning of the school year and continuing in their employment with the district for not less than the full school year. Premium contributions on behalf of an employee shall cease when an employee commences an unpaid leave of absence, is on layoff, or terminates employment with the district before the end of the school year.
- E. Except as specified above, the Blue Cross-Blue Shield health insurance does not include sponsored dependent or family continuation riders or other endorsements or riders.
- F. Individuals employed the entire school year at less than a full teaching assignment shall be entitled to pro-rated employer-paid insurance premium contributions.
- G. The Board shall provide the Delta Dental Package or equal 70/70 I/II Benefits plus (005) 70 orthodontal rider Class III (maximum \$1,200) benefit.
- H. The Board shall provide, without cost to the employee, a vision care plan, the benefits of which shall be not less than those of the MESSA VSP-2 plan.
- I. The Board will provide \$25,000 of term life insurance including accidental death and dismemberment.
- J. Only with the agreement of the Association, the Board may change to a new carrier for dental and vision insurance with the stipulation that the new coverage be equal to or better than existing coverage.

Section 3

- A. A part-time teacher is one who is legally certified and under contract to complete a

ARTICLE XVII (continued)

school term teaching daily a fractional part of each instructional day. The salary shall be computed at that fractional part of the annual salary based upon the appropriate level and step.

- B. A temporary teacher is a person with a teaching certificate who has served as a substitute in a regular or part-time teaching position or a continuous period of more than twenty (20) teaching days in that position and has accepted an offer to continue in that position for an indefinite period of time.

A temporary teacher shall be paid at a rate received under annual contract at probationary B.A. Step 1, and such salary shall commence the twenty-first (21st) day of teaching in that position.

Section 4 Extended-Time Pay

Extended-time pay for the summer months for teachers shall be computed at the rate of 10% of the individual teacher's basic salary for each additional full month of duty. Less than a full month shall be computed at a fractional part of 10%.

Unpaid vacations for teachers on extended time shall be for a period of no less than two (2) weeks. The time of the unpaid vacation shall be mutually agreed to by the teacher and administration.

Section 5 Pay Periods

Teachers shall elect to receive their annual salary in 24 or 18 equal payments.

Section 6

The Board agrees to assume the teacher's contribution to the State of Michigan Employee Retirement System, excluding MIP payments.

ARTICLE XVIII

EXTRA-CURRICULAR ASSIGNMENT AND COMPENSATION

- A. The parties recognize that extra-curricular activities create benefits and opportunities for students and add to the educational experience, and therefore shall continue to be encouraged.
- B. In calculating the extra-curricular pay, the index factors (Appendices B-2 and B-3) shown are to be applied to the B-1/B.A. salary schedule by multiplying the factors by the appropriate step as determined on the basis of all actual extra-curricular experience in that particular assignment, whether gained in Chelsea or other systems.
- C. Teachers shall notify the administration in writing by May 1 if they do or do not plan to hold the extra-curricular assignment the following year. No teacher shall be assigned extra-curricular duties without his/her consent, except as outlined in Article VII F.
- D. Extra-curricular assignments shall be issued by May 15 for the following year. A teacher in such assignment not notified in writing otherwise, shall continue in the assignment for the following year, provided the activities are continued and funded, except as outlined in Article VII F.
- E. No teacher shall be required to drive a school bus as part of his/her regular or extra-duty assignment.
- F. Athletic coaches in the Chelsea schools shall be paid for full coaching experience on the B-1/B.A. salary schedule. (Appendix B-3)
- G. This Article applies only to extra-curricular activities specified on Schedules B-2 and B-3.

ARTICLE XVIII (continued)

- H. Nothing contained in this agreement shall be construed to require the Board to continue or fund any extra-curricular program or prohibit the Board from discontinuing any extra-curricular program at any time.

- I. A teacher shall have no recourse to the procedures under the Tenure Act for any discharge or demotion in extra-curricular activities.

ARTICLE XIX
GRIEVANCE PROCEDURE

Section 1

A grievance shall be an alleged violation of the terms of this contract or written Board policy which concerns teachers' wages, hours, and working conditions.

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

- A. The termination of services of, or failure to re-employ, any probationary teacher. (See Article XIII)
- B. The failure to re-employ any teacher to a position on the extra-curricular schedule by notice given prior to May 15 of the preceding school year (at any time during the first or second year in such position).
- C. Any matter involving the contents of written teacher evaluations.

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).

No grievance shall be adjusted without prior notification to the Association and opportunity for an Association representative to be present, nor shall any adjustment of a grievance be inconsistent with the terms of this agreement. In the administration of the grievance procedure, the interests of the teachers shall be the sole responsibility of the Association.

Section 2

Grievance Procedure - The following procedure is the exclusive means for resolving grievances.

ARTICLE XIX (continued)

PROCEDURE: A teacher who feels there is a basis for grievance shall discuss it with his/her supervisor or principal in an attempt to reach a satisfactory solution. Following the initial discussion, either party may involve his/her representatives in additional discussions in order to effect an equitable solution. These discussions will emphasize dispute resolution utilizing an interest-based problem-solving process.

LEVEL ONE: In the event the matter is not resolved, the teacher may, within ten (10) school days of the alleged occurrence of the grievance, or within ten (10) school days of the date it should have been discovered, file a written grievance with the principal.

Within five (5) school days from receipt of the written grievance, the principal or supervisor shall render a decision in writing to the Grievant and the Association. The Association may file a grievance on its own behalf or on the behalf of the teachers.

LEVEL TWO: If the Grievant and/or the Association is not satisfied with the disposition at Level One, or if no decision has been rendered within five (5) school days after presentation of the grievance, the Grievant and/or the Association may appeal the grievance within five (5) additional school days by filing it with the Superintendent. Within three (3) school days from the receipt of the written grievance, the Superintendent or his/her designee shall meet with the Grievant and a representative of the Association to attempt to resolve the grievance. These discussions will emphasize dispute resolution utilizing an interest-based problem-solving process. The Superintendent or his/her designee shall render his/her decision within five (5) school days after such meeting.

LEVEL THREE: If the Grievant and/or the Association is not satisfied with the disposition of the grievance by the Superintendent or his/her designee, or if no disposition has been made within five (5) school days of such meeting or eight (8) school days from the date of filing with the Superintendent, the Grievant, with the concurrence of the Association, may request a mediator to hear the grievance. The cost of mediation will be borne equally by the parties. The parties will meet within ten (10) days to select a mediator and agree on dates for mediation. Mediators will be required to submit a

ARTICLE XIX (continued)

written summary of the proceedings of mediation and identify agreements made by the parties involved in mediation. A copy of the mediator's written summary shall be furnished to the Grievant, the Association, and the Board of Education. Mediation proceedings, records, and recommendations may not be introduced, or referred to by any party, should the grievance proceed to arbitration or in any subsequent grievance or arbitration. If no agreement regarding the mediator or the mediation process can be reached within the ten (10) day period, the grievance will move to Level IV if requested by the Grievant within five (5) days.

LEVEL FOUR: If the Association is not satisfied with the results of the grievance at Level III, it may request the appointment of an arbitrator to hear the grievance. This request must be submitted to the Superintendent in writing within ten (10) days of the mediator's written summary. If the parties cannot agree upon an arbitrator, he/she shall be selected by the American Arbitration Association in accordance with its rules which shall govern the hearing. Neither party may raise a new defense or ground at Level Four not previously raised or disclosed at other written levels.

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 judgment thereon may be entered in any court of competent jurisdiction.

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/She shall not hear any grievance previously barred from the scope of the grievance procedure.

Costs of arbitration shall be borne equally by the parties, except each party shall assume its own costs for representation and witness fees. The time limits provided in this Article shall be strictly observed, but may be extended by written agreement of the parties. In the event a grievance is filed after May 15 of any year, and strict adherence to the time limits may result in hardship to any party, the Board shall use its best efforts to process such grievance prior to the end of the school term or as soon thereafter as possible.

ARTICLE XIX (continued)

If an individual teacher has a personal complaint which he desires to discuss with a supervisor, he/she is free to do so without recourse to the grievance procedure. However, no grievance shall be adjusted without prior notification to the Association and opportunity for an Association representative to be present, nor shall any adjustment of a grievance be inconsistent with the terms of this agreement. In the administration of the grievance procedure, the interests of the teachers shall be the sole responsibility of the Association.

ARTICLE XX

INCLUSION

- A. Inclusion students are those students identified by an Individualized Educational Planning Committee (IEPC) as being recommended for an inclusion program. By State definition, an inclusion student must be in general education for 50% of their school day, plus be identified as Autistically Impaired, Severely Multiply Impaired, Severely Mentally Impaired, or Trainable Mentally Impaired.

IDEA requires that prior to placement in an inclusion program, an IEPC is required. All involved staff members need to be present or represented at the IEPC. They must have input into the development of the instructional and behavioral goals set for the student and the supported strategies that will be employed to ensure success. The general education teacher and/or representative must be in attendance.

For the duration of this contract, the procedural safeguards for general and special education teachers that are included IDEA will be continued even if the safeguards are no longer required by State law. Specific assurances include:

1. Attendance at an IEPC
 2. Empowerment in the decision-making process of that IEPC, such as:
 - a) Matching the skills of the IEPC participants with the needs of the students.
 - b) The ability of the IEPC to weigh the student's placement so as to positively impact the management and control of the classroom.
 - c) The ability to request additional IEPC's at any time.
 - d) Special education mediation and due process hearing safeguards.
- B. It is the intent of the Chelsea School District that for any inclusion student the following practices be continued:

ARTICLE XX (continued)

1. Efforts will be made to make the placement voluntary among general education teachers.
 2. A planning process that could take up to one semester be continued.
 3. All staff members will be offered appropriate training to implement the IEPC. This training would include the general education teacher, special education teacher or teacher consultant, as well as non-certified staff.
- C. When an inclusion student comes from another district and the district is required by law to immediately provide an inclusion program, the following procedures will be followed:
1. When practical and appropriate, the general education teacher will be given the opportunity to visit the sending school district.
 2. If this is not financially practical (student is coming from another state or is coming from a district more than 150 miles away), the teacher will be encouraged to call teachers and staff members from the sending district so that he/she will become familiar with the student's needs and programs
 3. The Chelsea School District will duplicate the inclusion supports that were in the previous district for 30 school days, or until an IEPC is convened.
 4. Even though the time to plan is not possible when a student transfers to the Chelsea School District, every effort will be made to incorporate as many of the practices as possible listed above, such as (a) trying to find a teacher to volunteer for this inclusion program, (b) provide training necessary for staff to implement the program.

ARTICLE XX (continued)

- D. During the term of this agreement, the District shall offer an inclusion seminar addressing the student and teacher needs that arise when involved in teaching an included student. The non-mandatory seminar shall be two hours in length. Teachers shall be compensated \$50 for attendance.

ARTICLE XXI
MISCELLANEOUS PROVISIONS

- A. Any individual contract between the Board and an individual teacher, heretofore executed, shall be subject to and consistent with the terms and conditions of this agreement. If an individual contract contains any language inconsistent with this agreement, this agreement, during its duration, shall be controlling.
- B. This agreement shall supersede any rules, regulations, or practices of the Board which shall be contrary to or inconsistent with its terms.
- 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. All other provisions or applications shall continue in full force and effect.
- D. The parties agree that they will not, during the period of this agreement, directly or indirectly, engage in or assist in any unfair labor practices as defined by Section 10 of the Public Employment Relations Act.
- E. Nothing in this Article shall require the Board to keep school open in the event of an emergency.

Scheduled student instruction days canceled shall be rescheduled so as to provide the minimum number of hours/days of instruction required by law for full funding in the following manner: All canceled student instruction days shall be scheduled as full student instruction days on subsequent weekdays following the last scheduled day of instruction.

Teachers are not required to report on canceled student instruction days. Teachers shall work the rescheduled student instruction hours/days without additional

ARTICLE XII (continued)

compensation to meet requirements of instructional hours/days for the school year. The school district will publicize to the community the importance and necessity of student attendance on the rescheduled day. Should student attendance on the rescheduled day not be sufficient to count the day toward the instructional hours/days requirements, the school district will attempt to obtain a waiver of the day prior to attempting to reschedule more student hours/days.

If, during the life of this agreement, state law is repealed or modified to allow the school district to count as days of student instruction those days which are canceled because of conditions beyond the control of school authorities, or a portion of those days, the teachers shall be excused from reporting to duty without loss of pay on the canceled student instruction day(s) which are counted as days of student instruction, and such day(s) shall not be rescheduled.

- F. The Employer shall advise the Association of its involvement and participation in any consortium of school districts where students of the school district will be receiving instruction from teachers who are not in its employ. In such cases the Employer shall consult the Association and discuss the course offerings of the consortium which will be attended by students of the school district. Students will be counseled and advised by counselors and the teaching staff involved in the same or similar course offered by the school district about the comparative course content being offered by the consortium.

- G. 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 Board and the Association, for the life of this agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other

ARTICLE XXI (continued)

shall not be obligated to bargain collectively with respect to any subject or matter referred to or covered in this Agreement, or with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subject or matter 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.

CEA PRESIDENTIAL RELEASE TIME

- H. In order to provide the opportunity for regular communication between the President of the CEA and School District Representatives, the president of the CEA shall be assigned to one less class period during the 1999-2000 school year. One-half of the cost of the prorated share (one class period) of the President's teaching salary and fringe benefits shall be paid to the Chelsea School District by the CEA. One-half of the total due to the District shall be paid by September, 1999, and again in January, 2000. Presidential Release Time shall not continue after the 1999-2000 school unless the Board of Education and the CEA both adopt a resolution to continue this provision.

GRADE REVIEW COMMITTEE

- I. The Association will select three members to be on a Grade Review Committee. One member will be elected from the elementary school, one from the middle school and one from the high school. An alternate will be selected by the Association in the event a committee member is involved directly with a grade-change appeal. Members of this committee will serve from October 1 to September 30.
- J. To assure smooth implementation of new school laws, the Chelsea School District and Chelsea Education Association will meet to discuss implementation. A task force may be formed to develop plans that will address implementation of new laws as they affect the contract. Mutual-gains problem solving will be utilized in this process.

ARTICLE XXII
NEGOTIATION PROCEDURES

- A. Anytime after November 1, preceding the expiration date of the contract, either party may initiate negotiations for the purpose of entering into a successor agreement. The first meeting shall take place no later than thirty (30) days following such demand to begin negotiations.

- B. Each party may have up to five (5) representatives on their negotiations team, unless changed by mutual agreement. Neither party in any negotiations shall have any control over the selection of the negotiating or bargaining representatives of the other party. The parties mutually pledge that their representatives will be clothed with all the necessary power and authority to make proposals, consider proposals, and make concessions in the course of negotiations.

Both parties agree to submit the final agreement for ratification of their appropriate governing bodies. After ratification by both parties, their representatives shall attach their signatures to the ratified agreement within three (3) days of ratification.

There shall be three (3) signed copies for purposes of record, one retained by the Board, one by the Association, and one by the Superintendent.

- C. Negotiations for compensation for the third year of the contract shall begin after February 1, 2001, if the fall student count of 2000 is above 2903, and Chelsea's per pupil foundation grant (including per pupil unrestricted supplementals for fiscal year 2000-2001 is above \$6,457.50.)

- D. Ongoing negotiations for mutual problem solving will be provided as follows:
 - 1. Meetings will be held monthly between CEA representatives and Board representatives from September through May of each school year, with June, July, and August meetings being optional. Meetings will be attended by up to five representatives of each party for 1-1/2 hours. The number of

ARTICLE XXII (continued)

meetings, length of meetings, and other invitees to the meetings may be changed only by mutual consent of the CEA chief spokesperson and Board chief spokesperson.

The mutual gains process will be used to identify issues and interests, generate and rank options, and reach agreement as appropriate. Other processes or strategies may be used by mutual agreement. Any agreement to alter the contract must be approved by the Board and the CEA.

2. Issues to be negotiated shall be determined by mutual agreement. The CEA and Board agree that the first two issues to be discussed during ongoing negotiation meetings shall be:
 - a) Schedule B2 and B3 - Responsibilities, Rights and Restrictions
 - b) Article VII - Assignments, Vacancies, Promotions, and Transfers

ARTICLE XXIII
DURATION OF AGREEMENT

This agreement shall be effective as of July 1, 1999, and shall continue in effect until June 30, 2002. This agreement shall not be extended orally, and it is expressly understood that it shall expire on the date indicated.

EDUCATION ASSOCIATION

BOARD OF EDUCATION:

WLEA President

David A. Poller
CEA President

Jusan M. Craig
Secretary

Seneca Sale
Chairman, Negotiations

Phillip L. Jones
Negotiations Member

Charles F. Heath
Negotiations Member

James C. Dickno
Negotiations Member

Janet Dineen
President

Landra J. Mabel
Vice-President

David K. Stright
Secretary

Ed [unclear]
Treasurer

Chris [unclear]
Trustee

Janet M. Robert
Trustee

Jocia Tyler
Trustee

Dated this 14 day of June, 1999

APPENDIX A-1
CHELSEA SCHOOL DISTRICT
1999-2000 CALENDAR

August 24	Full day for teachers/school staff day
August 25	1/2 day for teachers/school staff day
August 26	1/2 day for teachers/school staff day
August 30	First day for students
September 3	No school
September 6	Labor Day - no school
October 8	Teacher school staff day - 1; no school for students
November 10	Parent/Teacher Conferences - 4:00 PM - 8:00 PM
November 25, 26	Thanksgiving - no school
November 29	Classes resume
December 23 - Jan. 4	Winter Break
January 5	Classes resume
January 18, 19, 20	Semester tests (high school)
January 21	No school - (floating holiday/end of semester)
January 24	Second semester begins
February 18, 21	Presidents' Day weekend - no school
February 22	Classes resume
March 9	Parent/Teacher Conferences, 4:00 PM - 8:00 PM
April 3 - 7	Spring break
April 10	Classes resume
April 21	Teacher school staff day AM only - no school for students
May 29	Memorial Day - no school
May 30	Classes resume
June 6, 7, 8	Semester tests (high school)
June 8	Last day for students

The calendar provides for 185 school staff days (180 student days) with salary schedule based on 185 days.

Kindergarten teachers shall be provided not less than one full day per year per section for parent/teacher conferences.

◆ Five teacher days

- 1.0 Parent/Teacher Conference (.5 each semester)
- 0.5 Building Open House
- 2.0 Week before 1st student day (school staff days)
- 0.5 (AM) Good Friday (school staff .5 days)
- 1.0 October 8 (school staff day)

School staff days may be flexible (worked on other dates) with administrative approval.

- ◆ Parent/Teacher Conferences 4:00 PM - 8:00 PM (30 minute break)

July 1999

Sun	Mon	Tues	Wed	Thur	Fri	Sat
				1	2	
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

August 1999

Sun	Mon	Tues	Wed	Thur	Fri	Sat
1	2	3	4	5	6	7
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22	23	24	25	26	27	28
29	30	31				2

New Staff Orientation

T X T X

\$1

September 1999

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October 1999

Sun	Mon	Tues	Wed	Thur	Fri	Sat
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31						20

November 1999

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28	29	30				20

C

December 1999

Sun	Mon	Tues	Wed	Thur	Fri	Sat
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January 2000

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30	31					18

February 2000

Sun	Mon	Tues	Wed	Thur	Fri	Sat
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27	28	29				19

March 2000

Sun	Mon	Tues	Wed	Thur	Fri	Sat
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C

April 2000

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30						14

T X

May 2000

Sun	Mon	Tues	Wed	Thur	Fri	Sat
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			22

June 2000

Sun	Mon	Tues	Wed	Thur	Fri	Sat
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

\$180

- X No School
- C Conference Night P/T (1.0)
- O Open House TBA (.5)

APPENDIX A-2
CHELSEA SCHOOL DISTRICT
2000-2001 CALENDAR

August 23	Full day for teachers/school staff day
August 24	1/2 day for teachers/school staff day
August 28	First day for students
September 1	No school
September 4	Labor Day - no school
October 13	Teacher school staff day - no school for students
November 8	Parent/Teacher Conferences - 4:00 PM - 8:00 PM
November 23, 24	Thanksgiving - no school
November 27	Classes resume
December 21 - Jan. 2	Winter Break
January 3	Classes resume
January 16, 17, 18	Semester tests (high school)
January 19	No school (floating day/end of semester)
January 22	Second semester begins
February 16, 19	Presidents' Day weekend - no school
February 20	Classes resume
March 8	Parent/Teacher Conferences, 4:00 PM - 8:00 PM
April 2 - 6	Spring break
April 9	Classes resume
April 13	Teacher school staff day AM only - no school for students
May 28	Memorial Day - no school
May 29	Classes resume
June 5, 6, 7	Semester tests (high school)
June 7	Last day for students

The calendar provides for 184.5 school staff days (180 student days) with salary schedule based on 184.5 days.

Kindergarten teachers shall be provided not less than one full day per year per section for parent/teacher conferences.

- ◆ 4.5 teacher days
 - 1.0 Parent/Teacher Conference (.5 each semester)
 - 0.5 Building Open House
 - 1.5 Week before 1st student day (school staff days)
 - 0.5 (AM) Good Friday (school staff .5 days)
 - 1.0 October 13 (school staff day)

School staff days may be flexible (worked on other dates) with administrative approval.

- ◆ Parent/Teacher Conferences 4:00 PM - 8:00 PM (30 minute break)

APPENDIX A-3
CHELSEA SCHOOL DISTRICT
2001-2002 CALENDAR

August 21	Full day for teachers/school staff day
August 22	1/2 day for teachers/school staff day
August 23	1/2 day for teachers/school staff day
August 27	First day for students
August 31	No school
September 3	Labor Day - no school
October 12	Teacher school staff day- no school for students
November 27	Parent/Teacher Conferences - 4:00 PM - 8:00 PM
November 29, 30	Thanksgiving - no school
December 3	Classes resume
December 24 - Jan. 4	Winter Break
January 7	Classes resume
January 16, 17, 18	Semester tests (high school)
January 21	No school (floating day/end of semester)
January 22	Second semester begins
February 15, 18	Presidents' Day weekend - no school
February 19	Classes resume
March 7	Parent/Teacher Conferences, 4:00 PM - 8:00 PM
March 29 - April 5	Spring break
April 8	Classes resume
May 27	Memorial Day - no school
May 29	Classes resume
June 5, 6, 7	Semester tests (high school)
June 7	Last day for students

The calendar provides for 184.5 school staff days (180 student days) with salary schedule based on 184.5 days.

Kindergarten teachers shall be provided not less than one full day per year per section for parent/teacher conferences.

◆ 4.5 teacher days

- 1.0 Parent/Teacher Conference (.5 each semester)
 - 0.5 Building Open House
 - 2.0 Week before 1st student day (school staff days)
 - 1.0 October 13 (school staff day)
- (No school staff .5 on Good Friday, April 5)

School staff days may be flexible (worked on other dates) with administrative approval.

- ◆ Parent/Teacher Conferences 4:00 PM - 8:00 PM (30 minute break)

July 2001

Sun	Mon	Tues	Wed	Thur	Fri	Sat
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

August 2001

Sun	Mon	Tues	Wed	Thur	Fri	Sat
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
New Staff Orientation						
19	20	21	22	23	24	25
26	27	28	29	30	31	
						4

September 2001

Sun	Mon	Tues	Wed	Thur	Fri	Sat
		2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

October 2001

Sun	Mon	Tues	Wed	Thur	Fri	Sat
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			
						22

November 2001

Sun	Mon	Tues	Wed	Thur	Fri	Sat
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	
						20

December 2001

Sun	Mon	Tues	Wed	Thur	Fri	Sat
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

January 2002

Sun	Mon	Tues	Wed	Thur	Fri	Sat
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		
						18

February 2002

Sun	Mon	Tues	Wed	Thur	Fri	Sat
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28		
						18

March 2002

Sun	Mon	Tues	Wed	Thur	Fri	Sat
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

April 2002

Sun	Mon	Tues	Wed	Thur	Fri	Sat
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				
						17

May 2002

Sun	Mon	Tues	Wed	Thur	Fri	Sat
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	
						22

June 2002

Sun	Mon	Tues	Wed	Thur	Fri	Sat
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

- X No School
- C Conference Night P/T (1.0)
- O Open House TBA (.5)

**CHELSEA SCHOOL DISTRICT
SALARY SCHEDULES
1999 - 2002**

SCHEDULE B - PROBATIONARY SCHEDULE

1999-2000

SALARY SCHEDULE - 1999-00			
Step	B.A.	M.A.	EdS/PhD
1	32,619	35,559	37,956
2	34,456	37,882	40,482
3	36,291	40,203	43,008
4	38,128	42,525	45,534
5	39,963	44,848	48,057
6	41,800	47,170	50,583
7	43,636	49,492	53,107
8	45,473	51,815	55,633
9	47,309	54,137	58,158
10	49,171	56,476	60,709
11	50,154	57,606	61,923

2000-2001

SALARY SCHEDULE - 2000-01			
Step	B.A.	M.A.	EdS/PhD
1	32,945	35,915	38,336
2	34,801	38,261	40,887
3	36,654	40,605	43,438
4	38,509	42,950	45,989
5	40,363	45,296	48,538
6	42,218	47,642	51,089
7	44,072	49,987	53,638
8	45,928	52,333	56,189
9	47,782	54,678	58,740
10	49,663	57,041	61,316
11	51,283	58,902	63,316

2001-2002

SALARY SCHEDULE - 2001-02			
Step	B.A.	M.A.	EdS/PhD
1	33,275	36,274	38,719
2	35,149	38,643	41,296
3	37,020	41,011	43,872
4	38,894	43,380	46,449
5	40,766	45,749	49,023
6	42,640	48,118	51,600
7	44,513	50,487	54,174
8	46,387	52,856	56,751
9	48,260	55,225	59,327
10	50,159	57,611	61,929
11	52,437	60,227	64,741

**CHELSEA SCHOOL DISTRICT
SALARY SCHEDULES
1999 - 2002**

SCHEDULE B - 1 SALARY SCHEDULES

1999-2000

SALARY SCHEDULE - 1999-00			
Step	B.A.	M.A.	EdS/PhD
1	34,270	37,359	39,878
2	36,200	39,800	42,531
3	38,128	42,238	45,185
4	40,058	44,678	47,839
5	41,986	47,118	50,490
6	43,916	49,558	53,144
7	45,845	51,998	55,796
8	47,775	54,438	58,450
9	49,704	56,878	61,102
10	51,660	59,335	63,783
11	52,693	60,522	65,059

2000-2001

SALARY SCHEDULE - 2000-01			
Step	B.A.	M.A.	EdS/PhD
1	34,613	37,733	40,277
2	36,562	40,198	42,956
3	38,509	42,660	45,637
4	40,459	45,125	48,317
5	42,406	47,589	50,995
6	44,355	50,054	53,675
7	46,303	52,518	56,354
8	48,253	54,982	59,035
9	50,201	57,447	61,713
10	52,177	59,928	64,421
11	53,879	61,883	66,522

2001-2002

SALARY SCHEDULE - 2001-02			
Step	B.A.	M.A.	EdS/PhD
1	34,959	38,110	40,680
2	36,928	40,600	43,386
3	38,894	43,087	46,093
4	40,863	45,576	48,801
5	42,830	48,065	51,505
6	44,799	50,554	54,212
7	46,766	53,043	56,917
8	48,735	55,532	59,625
9	50,703	58,021	62,330
10	52,698	60,528	65,065
11	55,091	63,276	68,019

Appendix Salary Schedules, (continued)

1. For a teacher to be advanced on the salary schedules, he/she must have completed a full year of teaching in the Chelsea School District, and/or obtained those credit hours necessary to entitle him/her to placement on the M.A. or Ed.S. salary schedule before October 15 of the school year in which the advancement is to be made.

2. A teacher's placement on the salary schedule as determined at the commencement of the school year shall not be subject to change during the school year regardless of when a given teacher completes course work or completes a year's experience. Further, a transcript of completed credits is required as evidence and must be presented to the Superintendent before a teacher is placed on the M.A. or Ed.S. salary schedule.

Evidence of completed credits must be presented not later than September 15 of the year in which advancement on the salary schedule is sought. Effective July 1, 1986, anyone seeking placement on an advanced-degree schedule (M.A. or Ed.S./Ph.D.) must have a degree granted from a college or university accredited by the applicable regional accrediting agency or through a degree program approved by the Board.

3. Individuals employed by the Chelsea School District on or before June 1, 1976, and who also had earned a B.A. +30 semester credit hours prior to that date shall be permanently placed on the M.A. salary schedule unless they earn the Ph.D. or Ed.S., in which case they shall be placed on the higher salary schedule.

* All salary figures are rounded up or down to the nearest whole dollar.

APPENDIX B-2

COMPENSATION FOR EXTRA DUTIES

Category I

Department Head, Middle School (4)	.03
Department Chairpersons, Senior High (4)	.03
Elementary Chairpersons (6)	.03
Director of Testing	.045
Senior Class Advisor	.02
Junior Class Advisor	.02
Prom Advisor	.03
Sophomore Class Advisor	.02
Freshman Class Advisor	.02
Student Council Advisor, High School	.04
National Honor Society	.02
Academic Extra-Curriculars, Beach School (divided among all programs)	.04
SADD	.01
Color Guard	.02
Outdoor Club	.01

Category II

Safety Patrol, North, South, Pierce Elementary	.01
Service Squad, North, South, Pierce Elementary	.01
Elementary Student Council, North, South, Pierce Elementary	.01
Middle School Student Council	.02

Category III

Yearbook Advisor - Senior High	.06
Yearbook Advisor - Middle School	.03
Newspaper Advisor, Senior High	.03
Newspaper Advisor, Middle School	.03

APPENDIX B-2 (continued)

Category IV

High School/Middle School Vocal Music Director	.03
Show Choir	.03
Elementary Music Director	.01
Strings/Chamber Strings	.07
Band Director (Marching Band, Pep Band, Jazz Band) High School	.09
Band Director - Middle School	.05

Category V

Musical	.055
Musical Orchestra Director	.02

Category VI

Debate Coach and Forensics	.04
M.S. Drama	.01

Category VII

Cheerleaders, Varsity	.04
Cheerleaders, Junior Varsity	.03
Cheerleaders, 8th	.02
7th	.02

Experience credit will be given for years supervising within each category. Categories III-VII will be given full credit when taking an assignment from categories I-II.

Persons holding positions in this schedule prior to the 1994-95 school year shall continue to be paid the same percentage, if the percentage is lowered in this contract, until they leave that position. If they return to such position after leaving, the new percentage rate will be paid.

The Board may add positions to the B-2 Schedule during the life of this Agreement. Compensation levels shall be approved by the Association and the Board.

APPENDIX B-3

ATHLETIC COACHES COMPENSATION

BOYS' ATHLETICS

Head Football	.13
Assistant Football	.0825
Head J.V. Football	.0825
J.V. Assistant Football	.065
Freshman Football	.0715
Middle School Head Football	.055
Middle School Assistant Football	.04
Head Basketball	.115
J.V. Basketball	.0825
Freshman Basketball	.0715
Middle School Basketball, 8th	.055
Middle School Basketball, 7th	.055
Head Swimming	.095
Assistant Swimming	.066
Head Wrestling	.095
Assistant Wrestling	.066
Middle School Wrestling	.055
Head Baseball	.095
J.V. Baseball	.066
Freshman Baseball	.0572
Head Track	.095
Assistant Track	.066
Middle School Track	.055
Assistant Middle School Track	.04
Golf	.066
Cross Country	.0715
Tennis	.066
Head Soccer	.095
J.V. Soccer	.06

GIRLS' ATHLETICS

Head Basketball	.115
J.V. Basketball	.0825
Freshman Basketball	.0715
Middle School Basketball, 8th	.055
Middle School Basketball, 7th	.055
Softball	.095
J.V. Softball	.066
Freshman Softball	.0572
Head Track	.095
Assistant Track	.066
Middle School Track	.055
Assistant Middle School Track	.04
Head Swimming	.095
Assistant Swimming	.066
Volleyball	.095
J.V. Volleyball	.066
Freshman Volleyball	.0572
Middle School Volleyball, 8th	.055
Middle School Volleyball, 7th	.055
Cross Country	.0715
Tennis	.066
Co-ed Middle School Swimming	.055
Golf	.066
Head Soccer	.095
J.V. Soccer	.066

If any coach should handle two teams during the same season, the compensation for this duty shall be 1.5 times the designated percentage for a single team. Persons holding positions in this schedule prior to the 1994-95 school year shall continue to be paid the same percentage, if the percentage is lowered in this contract, until they leave that position. If they return to such position after leaving, the new percentage rate will be paid.

The Board may add positions to the B-3 Schedule during the life of this Agreement. Compensation levels shall be approved by the Association and the Board.

APPENDIX C-1
GRIEVANCE REPORT FORM

Grievance Number: <i>(Submit Quadruplicate)</i>	Chelsea School District Grievance Report	Distribution of Form: 1. Superintendent 2. Principal 3. Association 4. Teacher	
Building:	Assignment:	Name of Grievant:	Date Filed:

LEVEL I

Grievant: List the nature of the grievance, all the articles of the Master Agreement that may have been violated, and the remedy requested by the grievant:

A. Date received by Principal or his/her designee: _____

B. Disposition by Principal or his/her designee: _____

Signature: _____ Date: _____

LEVEL II

A. Date received by Superintendent or designee: _____

B. Disposition by Superintendent or designee: _____

Signature: _____ Date: _____

APPENDIX C-1 (continued)

C. Position of grievant and/or Association:

Signature: _____ Date: _____

LEVEL III

A. Date received by the mediator: _____

B. Mediator's summary: _____

Signature: _____ Date: _____

C. Position of the Association:

Signature: _____ Date: _____

LEVEL IV

A. Date submitted to arbitration: _____

B. Disposition and award of arbitrator:

Signature of Arbitrator: _____

Date: _____

APPENDIX D-1
Chelsea School District
Teacher Performance Criteria

<input type="checkbox"/> Classroom Observation	<input type="checkbox"/> Summative Evaluation
Teacher:	
Date:	
Assignment:	
School:	

The purpose of teacher evaluation is to improve the quality of instruction and to assist teachers to meet their potential. If any area is circled *Needs Improvement or Unacceptable*, additional comments should be included to indicate specific skills that need to be improved. If a teacher desires, she/he may include comments about this evaluation on an attached sheet. *NA = Not Applicable*

A. Teaching Techniques

1. Demonstrates planning skills

Acceptable Needs Improvement Unacceptable NA

- a. Selects a variety of teaching methods and procedures
- b. Includes relevant student activities
- c. Plans appropriate time allotments

2. Selects lessons which coincide with the district's curriculum

Acceptable Needs Improvement Unacceptable NA

3. Displays knowledge of subject content

Acceptable Needs Improvement Unacceptable NA

- a. Presents accurate information
- b. Explains specific topics or activities in context with subject matter

4. Demonstrates skill in communicating subject matter to students

Acceptable Needs Improvement Unacceptable NA

- a. Speaks clearly
- b. Communicates ideas logically
- c. Uses appropriate examples and illustrations

5. Gives clear, explicit directions to students

Acceptable Needs Improvement Unacceptable NA

6. Seeks feedback from learners to make certain students understand the instruction being presented

Acceptable Needs Improvement Unacceptable NA

- a. Questions the students and provides comments to clarify the lesson
- b. Elicits and responds to student questions

7. Provides opportunities for individual differences

Acceptable Needs Improvement Unacceptable NA

- a. Paces learning according to students' progress
- b. Presents subject matter which is appropriate for abilities of the students
- c. Makes use of specialized services as needed

8. Prepares appropriate evaluation activities

Acceptable Needs Improvement Unacceptable NA

- a. Monitors student progress using clear and purposeful evaluation methods
- b. Prepares evaluations which reflect course content

9. Shows evidence of executing a teaching plan

Acceptable Needs Improvement Unacceptable NA

Organized, Structured Class Management

10. Keeps students actively involved in lessons

Acceptable Needs Improvement Unacceptable NA

- a. Begins class work promptly
- b. Directs students to use learning time effectively
- c. Minimizes transition time
- d. Organizes students according to instructional needs

11. Makes effective use of materials and resources

Acceptable Needs Improvement Unacceptable NA

- a. Includes supplementary resources when appropriate
- b. Blends materials and resources into a lesson

12. Maintains standards for student behavior

Acceptable Needs Improvement Unacceptable NA

- a. Manages discipline problems constructively according to building rules and School Board policy
- b. Establishes and clearly communicates guidelines for student classroom behavior
- c. Demonstrates fairness and consistency in the handling of behavior problems

C. Positive Interpersonal Relations

13. Shows respect for the basic worth and dignity of the individual student

Acceptable Needs Improvement Unacceptable NA

14. Promotes positive self-concepts in students

Acceptable Needs Improvement Unacceptable NA

- a. Provides opportunities for student to gain recognition for achievement
- b. Promotes student self-control
- c. Reinforces positive self-image

15. Establishes effective relationships with students

Acceptable Needs Improvement Unacceptable NA

- a. Develops productive relationships with students individually and in groups
- b. Gives constructive criticism and praise when appropriate
- c. Communicates with students accurately and with understanding
- d. Is aware of special health, physical, and educational needs of students as provided by the district

16. Promotes student responsibility

Acceptable Needs Improvement Unacceptable NA

- a. Helps students develop self-discipline
- b. Helps students develop learning skills and efficient work habits

Professional Responsibilities

17. Shows evidence of personal organization

Acceptable Needs Improvement Unacceptable NA

18. Keeps instructional practices and classroom curriculum current

Acceptable Needs Improvement Unacceptable NA

Additional Comments:

Based upon this evaluation, the Evaluator finds the performance of the teacher to be:

Acceptable

Unacceptable

Evaluator

Date

I have reviewed this summary evaluation form and discussed the contents with my evaluator. I have been informed of my performance evaluation and have been given the opportunity to make comments. My signature does not necessarily imply agreement with the appraisal or the contents.

Teacher

Date

APPENDIX D-2

CHELSEA SCHOOL DISTRICT
PROFESSIONAL GOALS

Each teacher who is required to or chooses to, is asked to identify, in writing, at least one goal to be submitted to his/her immediate supervisor by September 20. Administrators will be available to discuss these goals if requested.

NAME: _____

BUILDING: _____

GOAL(S):

PLAN FOR ACHIEVING THE GOAL:

RESOURCES:

Support to be given by administration to assist employee's professional goals.

If you would prefer to discuss this with your building administrator, please indicate by checking below.

Fall	Spring
Signature of Teacher:	Signature of Teacher:
Signature of Administrator:	Signature of Administrator:
Date:	Date:

_____ YES, I wish to discuss this with my building administrator

