Hle09

PROFESSIONAL AGREEMENT

BETWEEN

SHIAWASSEE COUNTY EDUCATION ASSOCIATION/ DURAND EDUCATION ASSOCIATION

AND

DURAND AREA SCHOOLS BOARD OF EDUCATION

1996/97 1997/98 1998/99 1999/2000 2000/2001

TABLE OF CONTENTS

ARTICLE	TITLE	PAGE #
	Agreement	1
Article I	Recognition	2
Article II	Management Rights	
Article III	Association Rights	
Article IV	Agency Shop	
Article V	School Improvement	
Article VI	Professional Development	
Article VII	Assignments	
Article VIII	Teaching Conditions	
Article IX	Teaching Hours	
Article X	Department Chairpersons	12
Article XI	Mentoring	14
Article XII	Teacher Rights and Discipline	15
Article XIII	Protection of Teachers	16
Article XIV	Seniority and Qualifications	17
Article XV	Vacancies	18
Article XVI	Teacher Evaluation	19
Article XVII	Professional Compensation	21
Article XVIII	Leaves	23
Article XIX	Negotiations	25
Article XX	Layoff/Recall	26
Article XXI	Grievance Procedure	27
Article XXII	Retirement	30
Article XXIII	Insurance	31
	Schedule A	32
	Schedule B	33
	96/97 Calendar	35
	97/98 Calendar	36
	Duration of Agreement	37
	Letter of Agreement	38
Appendix A	Letter of Preference	39
Appendix B	Observation Report	40
Appendix C	Graduate Credit Form	
Appendix D	Leave Form	45
Appendix E	Grievance Form	46

AGREEMENT

PROFESSIONAL AGREEMENT

between the

SHIAWASSEE COUNTY EDUCATION ASSOCIATION

and the

BOARD OF EDUCATION OF THE DURAND AREA SCHOOLS

This Professional Agreement entered into by and between the Board of Education of the Durand Area Schools, Durand, Michigan, hereinafter called the "Board", and the Shiawassee County Education Association and its affiliate, the Durand Education Association, MEA/NEA, hereinafter called the "Association".

PREAMBLE

WHEREAS, the Board and the Association recognize and declare that providing a quality education and improving educational standards for the children of Durand Area Schools is their mutual aim and that the character of such education depends upon the cooperation of the parties, and

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

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

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

ARTICLE I - RECOGNITION

- A. The Board recognizes the Association as the exclusive bargaining representative, as defined in Section 11 of Act 336 of the Public Acts of 1947, as amended, for the following professional personnel under contract to the Durand Area Schools, including: teachers, guidance counselors, librarians, psychologists and social workers.
- B. Per diem and term substitutes, supervisory and executive personnel (including teaching principals), athletic director, office and clerical employees and all other employees of the Durand Area Schools are excluded from the bargaining unit.
- C. The term "teacher", when used in this agreement, shall refer to all employees represented by the Association in the Durand Area Schools.
- D. The term "secondary" shall include middle school/junior high school and high school staffs.

ARTICLE II - MANAGEMENT RIGHTS

- A. The Board, on its behalf, and on behalf of the electors of the school district, retains and reserves unto itself, without limitations, all powers, rights, authority, duties, and responsibilities, conferred upon and vested in it by the laws and the Constitutions of the State of Michigan and of the United States, including, but without limiting the generality of the foregoing, the right:
 - 1. To the executive management and administrative control of the school system and its properties, facilities, and employees.
 - To manage and direct the working forces, including the right to hire, assign, promote, transfer, suspend, discharge, and demote employees; subcontract; determine the size of the work force and layoff of employees;
 - To determine the services, supplies and equipment necessary to continue its operations and to determine the means, schedules and standards of operation for accomplishing district goals and objectives;
 - To adopt rules and regulations;
 - **5.** To determine the qualifications of employees subject to the provisions of law;
 - 6. To determine the number and location or relocation of its facilities, including the establishment or relocation of new school buildings, departments, divisions or subdivisions, and the relocation or closing of offices, departments, divisions or subdivisions, buildings or other facilities;
 - 7. To determine all financial and educational policies;
 - **8.** To determine the size of the management organization, its functions, authority and table of organization.
- B. The exercise of these powers, rights, authority, duties and responsibilities by the Board, the adoption of policies, rules, regulations, practices, and the use of judgment and discretion, shall be limited only by the specific and express terms of this Agreement and then only to the extent such specific and express terms are in conformance with the Constitution and the laws of the State of Michigan and the United States.

ARTICLE III - ASSOCIATION RIGHTS

- A. Nothing in this agreement shall deny or restrict any individual rights provided under Michigan or United States Law.
- B. The Association and its members shall have the right to use school building facilities for meetings as provided by Board Policy. Bulletin boards and other established communication media shall be made available to the Association and its members as provided by Board policy.
- C. The Board agrees to provide notice to the Association President of any application for a public school academy received or solicited as provided in the Michigan School Code. Notice will be made within ten (10) calendar days of receipt of the application. The Association President, or designee, may review the application materials and, upon request, will be provided with a copy of the application materials.

The Superintendent agrees, upon request of the Association, to establish a meeting with the representative(s) of the petitioner, the Board and the Association.

ARTICLE IV - AGENCY SHOP

A. Employees covered by this agreement shall within thirty (30) calendar days of their hire by the Board become members of the Association, or in the alternative, shall pay to the Association each month a service fee determined in accordance with the MEA policy and procedures. The remedies set forth in this policy shall be exclusive, and unless and until the procedures set forth have been availed of and exhausted, all other administrative and judicial procedures shall be barred.

The deduction of dues and service fees is required as a condition of this agreement and shall therefore be payroll deducted pursuant to the authority set forth in MCLA 408.477.

- B. The deductions will be made in equal amounts from the paychecks of the bargaining unit member beginning with the first pay, after receipt of the amounts by the business office, and continuing through the last pay period in May of each year. Monies so deducted will be transmitted to the Association, or its designee, no later than the twenty (20) days following each deduction.
- C. In exchange for the Board's cooperation with the Association and its counsel, and the Association's right to compromise and settle any dispute involving an involuntary deduction under this Article, the Association will indemnify and hold the Board harmless against and from any and all claims, demands, suits, or other forms of liability that may arise out of or by reason of action taken by the Board for the purpose of complying with this Article.
- D. If any provision of this Article is deemed invalid under Federal or State Law, said provision shall be modified to comply with the requirements of said Federal and State Law.

ARTICLE V - SCHOOL IMPROVEMENT

- A. The parties agree that committee decision-making at the building and district level is essential to any school improvement process. Site-based decision-making shall be a recognized process for change, school improvement and improvement in the quality of work life.
- B. The Association membership of each building should have the right to participate in the selection of their own member representatives on all building and district decision-making committees.
- C. Committees will assume responsibility for the dissemination of information regarding their activities to the affected parties and for the purpose of seeking representative input.

ARTICLE VI - PROFESSIONAL DEVELOPMENT

- A. The Board will budget sufficient funds for professional development. Individual teachers may request professional development funds to be used for conferences, workshops or other educational activities which meet the district's goals or professional development needs of the teacher. Each staff member shall be given consideration for professional development.
- B. Requests for attendance at professional development programs for individual teachers shall be made to the building principal no less than five (5) days prior to the date of the program.
- C. Requests for attendance at professional development programs by an individual teacher that are denied by the building principal may be appealed to the superintendent for a final decision.

ARTICLE VII - ASSIGNMENTS

A. The normal weekly teaching load in the senior high school will be twenty-five (25) teaching periods and five (5) preparation periods. The normal weekly teaching load in the junior high school will be twenty-five (25) teaching periods and five (5) preparation periods.

Elementary preparation periods will be a minimum of thirty (30) minute blocks during each instructional day. Teachers of art, music and physical education shall be scheduled planning periods, exclusive of lunch period and driving time, equivalent to those elementary classroom teachers.

Preparation periods shall be devoted to preparing assignments for class work, conducting parent-teacher conferences, telephoning parents about their child's academic and social progress, and conducting other general school business.

Elementary teachers will not be regularly assigned to recess or bus duty.

Except in cases of emergency, no departure from the norms shall be made without prior consultation with the Association.

- **B.** No secondary teacher shall be assigned more than three (3) preparations in any semester without the teacher's consent.
- C. Since the frequent involuntary transfer of teachers is disruptive to the educational process and interferes with optimum teacher performance, the parties agree that involuntary transfer of teachers are to be minimized and avoided whenever possible.
- D. Teachers shall not be assigned, except temporarily (not more than one year), outside the scope of their teaching certificates or their major or minor field of study.
- E. A teacher shall have the right to accept or reject the assignment of a student teacher.
- F. Teachers who will be affected by a change in grade assignment in the elementary school grades and by changes in subject assignment in the secondary school grades will be notified and consulted by their principals on or before June 30, or as soon as practicable. Such changes will be voluntary to the extent possible. Every effort will be made to avoid reassigning probationary elementary school teachers to different grade levels unless the teacher requests such change. Prior to the opening of a new school year, when yearly master schedules are completed for elementary art, music and physical education, teachers in these areas will be allowed to choose among the schedules in the order of their seniority within that elementary position.

ARTICLE VIII - TEACHING CONDITIONS

- A. The parties recognize that optimum school facilities for both students and teachers are desirable to insure the high quality of education that is the goal of both the Association and the Board. It is also acknowledged that the primary duty and the responsibility of the teacher is to teach and that the organization of the school and the school day should be directed toward insuring that energy of the teacher is primarily utilized to this end. The Board recognizes that teaching conditions are learning conditions.
- B. The parties agree that quality instructional time is an essential condition of learning and that disruptions in instructional time cause disruptions in learning. Every effort will be made to control classroom disruptions such as announcements, parental visits, delivery of messages, fund-raising activities, and similar occurrences so the teacher/learning cycle will not be interrupted during the class period.
- C. Because the pupil-teacher ratio is an important aspect of an effective educational program, the parties agree that progression towards lowering class size shall be a goal. It is agreed between the parties that the following class size maxims represent recommended objectives. The Board shall equalize pupil-teacher ratio at the elementary level as soon as possible and practicable. Mainstreamed students shall be considered in this equalization process.

CLASS OR GRADE LEVEL	RECOMMENDED CLASS SIZE
Young Five (Y5)	20
Kindergarten-First Grade	25
Elementary Grades (2-6)	25 - 30
Multi-level Elementary Classrooms	20
Special Education Classes	(will be in concurrence
	with State law)
Secondary	30
High School English Classes (where emphasis is on theme writing)	25

Mainstreamed students shall be counted and included in the total class size when they are I.E.P.C.'d into the general education classroom, for fifty percent (50%) or more of the instructional day.

D. Art, music and physical education teachers will not be required to teach segregated units of special education children. The children will be integrated in the same way in which they are integrated in the regular classroom.

E. The Board agrees at all times to keep the schools properly equipped and maintained. Further, the Board recognizes that appropriate texts, library reference facilities, maps and globes, laboratory equipment, audio visual equipment, art supplies, athletic equipment, current periodicals, standard tests and questionnaires, and similar materials are the tools of the teaching profession.

The parties will confer from time to time for the purpose of improving the selection and use of such educational tools and the Board undertakes promptly to implement all joint decisions made by its representatives and the Association.

The Board, its administrators, and the Association mutually agree that progression towards more effective education shall be a goal based on effective school research. They further acknowledge that when these principles of effective school research are facilitated and utilized in the educational setting, student behaviors including increased motivation to learn, accelerated rate and degree of learning, improved retention, and transfer of learning to new situations can be obtained.

The Board will provide inservice to implement this goal.

- F. Upon a written requisition from the Association's professional library committee and approval of the Superintendent, materials for a professional library will be purchased, within budgetary allowances established by the Board.
- **G.** Each school shall have adequate lunchroom, restroom and lavatory facilities for staff use and at least one room, appropriately furnished, which shall be reserved for use as a faculty room.
- H. Telephone facilities shall be available to teachers for local use. The Board shall not be required to incur any additional costs by virtue of its compliance with this provision.
- I. Adequate parking facilities shall be made available to teachers.
- J. When a situation arises whereby physical injury or harm confronts a student, the Association recognizes that it is the duty of the teacher to comply with reasonable requests of the Superintendent or his designated agent.
- K. No teacher shall be required to perform any school health service which, under the standards of acceptable and prevailing practice, requires the level of education, skill, and judgment required of a licensed health professional.

Teachers shall not be required to perform routine scheduled maintenance of a medical appliance or apparatus, nor render routine scheduled care or assistance with bodily functions related to special needs students

ARTICLE IX - TEACHING HOURS

A. All teachers will be at their assignment fifteen (15) minutes prior to the beginning of class, and in the building fifteen (15) minutes after the normal completion of the teacher's assigned working day.

These times may be adjusted at the discretion of the building principal.

Staff/parent meetings and other assigned tasks that extend beyond the teacher's normal working day shall be reasons for the adjustment of the times and shall be compensated with equivalent released time.

On teacher record days, teachers shall not be required to attend a staff meeting unless mutually agreed to by the staff and principal. The building principal will make every effort not to schedule I.E.P.C. meetings on these days.

- B. All teachers shall be entitled to a duty-free, uninterrupted lunch period. The teacher's lunch shall equal that of the students but in no instances shall such lunch period exceed forty-five (45) minutes in length.
- C. In the event the amount of student instructional time required by the State of Michigan is not being achieved for full state funding, the Board and Association shall negotiate adjustments to the teacher and student schedules in order to qualify for full state funding.

In the event the parties are unable to reach agreement on the expansion of the instructional time, passing time, lunch period lengths, etc., will be considered for adjustment first, prior to extending the overall length of the teachers work day.

ARTICLE X - DEPARTMENT CHAIRPERSONS

- A. Department Chairs will be selected by teachers of the department. If no chairperson is selected by the teachers of the department, the building principal will select the chairperson.
- B. Failure to perform the responsibilities as Department Chairperson will result in no compensation under Schedule B.

C.

HIGH SCHOOL

- English-Language Arts
 (includes Foreign Language)
- 2. Social Studies
- 3. Science
- 4. Math
- 5. Pre-Vocational-Vocational
 - a. Business
 - b. Home Economics
 - c. Agriculture
 - d. Industrial Arts
 - e. Computers
 - f. Co-Op
- 6. Arts
 - a. Instrumental Music
 - b. Art
 - c. Vocal Music
 - d. Physical Education
- 7. Special Programs
 - a. Special Education
 - b. At Risk
 - c. Counseling
 - d. Library
 - e. Interactive T.V.

JUNIOR HIGH SCHOOL

- 1. English-Language Arts
- 2. Social Studies
- 3. Math
- 4. Science
- 5. Arts
 - a. Instrumental Music
 - b. Vocal Music
 - c. Art
 - d. Physical Education
- 6. Exploratory/Special Programs
 - a. Home Economics
 - b. Industrial Arts
 - c. Special Education
 - d. Counseling
 - e. Interactive T.V.
 - f. Computers

D. Department Chairpersons responsibilities include working cooperatively with the building principal for the improvement of education for students. In carrying out these responsibilities, the Department Chairpersons are to treat all programs with fairness.

The following areas are the main responsibilities for the Department Chairpersons. In addition, other areas may be covered at the request of the building principal.

1. Curriculum

- a. Involvement in the coordination of the K-12 curriculum
- b. Involvement in the development of the K-12 scope and sequence
- c. Review of current programs
- d. Revision of current programs
- e. New proposals
- f. Accreditation of schools
- g. Outcome-based results
- h. Cooperative learning
- i. Course descriptions
- j. Goals and objectives

2. Allocation of Resources

- a. Supplies
- b. Textbooks
- c. Equipment
- d. Finances

3. Scheduling

ARTICLE XI - MENTORING

A. Pursuant to Section 1526 of the Michigan School Code, for the first three (3) years of employment as a classroom teacher, a new teacher will be assigned one or more mentors.

The right of selection of mentors is reserved to the district and such assignments shall be voluntary. In making appointments, the Board will take into consideration, degrees earned, areas of certification, professional development activities and the performance record of internal and external applicants.

- B. If the mentor selected is a teacher within the bargaining unit, consideration will be given to assigning a mentor within the same building.
- C. Mentor assignments will normally be for the entire three (3) year period. Requests for release from the mentor assignment or for change in mentors will be directed to the superintendent in writing, stating the reasons for the requested change. Release from the assignment or requests for a change in mentors will be made for good cause.
- D. The honorarium for mentor assignments will be paid for each of three (3) years. In the event the mentor is released from the assignment, the honorarium will be prorated accordingly.
- E. The responsibilities of the mentor will be determined by the administration. The responsibilities will include, assisting the teacher in fulfilling the objectives of the teacher's Individual Development Plan and guidance in such areas as classroom management and instructional delivery.
- F. The parties agree the relationship between mentor and probationary teachers shall be confidential and further agree that mentors and probationary teachers will not conduct performance evaluations under Article 16. The parties further agree that, absent being subpoenaed, mentors will not be involuntarily called as a witness in administrative hearing, court proceedings or grievance hearings.
- **G.** Any concerns or input relative to the selection of mentors or procedures utilized in the mentoring process, will be directed to the contract maintenance procedures set forth in Article 19 (C).

ARTICLE XII - TEACHER RIGHTS AND DISCIPLINE

- A. No teacher shall be disciplined, reprimanded or reduced in compensation without just cause.
- **B.** Each teacher shall have the right, upon request, to review the contents of their personnel file. The teacher may request a representative of the Association to participate in the review.
- C. Any disciplinary action taken against a teacher shall be appropriate to the behavior which precipitated the disciplinary action, and all written disciplinary action will be documented as such.

In recognition of the concept of corrective discipline, the parties agree that, within a twelve (12) month period, two (2) written warnings in conjunction with a similar offense followed by a written reprimand may be beneficial and may be employed by the district in correcting teacher disciplinary problems of a minor nature. More serious disciplinary problems are not subject to the provisions.

- D. A teacher shall at all times be entitled to have a representative of the Association present when being investigated, reprimanded, warned or otherwise disciplined for any infraction of discipline or delinquency in professional performance. When a request for representation is made, no action shall be taken with respect to the teacher until the Association is present. (This should be part of the record and be signed by the teacher.)
- E. The private and personal life of any teacher is not within the concern of the Board unless the teacher's actions reflect detrimentally on the school system.
- F. The Michigan Education Assessment Program results and standardized achievement test results will not be used as the basis for issuing discipline.
- G. No polygraph or lie detector device shall be used in an investigation of any teacher.

ARTICLE XIII - PROTECTION OF TEACHERS

- A. The Board recognizes its responsibility to give support and assistance to teachers with respect to the maintenance of authority, control and discipline in the classroom. When it is reported to the administration that a particular student requires the attention of special counselors, social workers, law enforcement personnel, physicians or other professional persons, and after an investigation of the situation, if the administration so agrees, the administration will make appropriate referral and where necessary, take reasonable steps to relieve the teacher of responsibilities with respect to the student.
- B. Any case of assault upon a teacher shall be promptly reported to the Board or its designated representative. The Board will provide legal counsel to advise the teacher regarding rights and obligations with respect to such assault and shall render all reasonable assistance to the teacher in connection with the handling of the incident by law enforcement and judicial authorities.
- C. If any teacher is complained against or sued by reason of disciplinary action taken by the teacher against a student, the Board will provide legal counsel and render all necessary assistance to the teacher's defense unless the teacher has acted against the written Board policy.
- D. Time lost by a teacher in connection with any incident mentioned in this Article in which the teacher is not at fault shall not be charged against the teacher.
- E. The Board will reimburse teachers for any loss, damage or destruction of clothing or personal property as a result of assault on the teacher/teacher's property while on duty on the school premises up to the amount of \$200.00 maximum. If a teacher is injured while in the line of duty, medical, surgical or hospital care, which is not covered by other insurance will be furnished by the Board to the extent of the school district's insurance coverage in its policies.
- F. Any complaints which may require action by an administrator shall be promptly called to the teacher's attention. If the teacher has inquired about a complaint, then it shall be discussed with the teacher.
- G. Teachers shall be expected to exercise reasonable care with respect to the safety of pupils and property, but shall not be held individually liable by the Board for any damage or loss to person or property except in the case of negligence or neglect of duty.

ARTICLE XIV - SENIORITY AND QUALIFICATIONS

- A. Seniority shall be determined from the teacher's first day of work in the District. Seniority shall mean years of uninterrupted, continuous service with the District. Approved leaves of absence will not interrupt continuous service; however, seniority will not accumulate while on a leave of absence.
- B. Qualifications shall be defined as follows:
 - 1. A teacher shall be qualified for a placement in a position at the Pre K-6 grade level providing the teacher has elementary certification.
 - For placement in an elementary special area position: physical education, art, and music the teacher must have the corresponding teaching certificate endorsement.
 - 2. A teacher shall be qualified for placement in a position at the middle school/junior high school level if the teacher has certification and has a major or minor in the general subject area or courses to be taught.
 - A teacher with 7-8 All Subjects Certification shall meet this requirement.
 - 3. A teacher shall be qualified for placement in a position at the 9-12 grade level if the teacher has secondary certification and has a major or minor in the subject (s) to be taught.

ARTICLE XV - VACANCIES

- A. Teachers shall file a Letter of Preference (Appendix A) yearly with the Superintendent on or before April 1 if a change in position or extracurricular assignment is desired. Letters of Preference will result in the teacher being notified and considered for appropriate vacancies.
- B. Notice of a vacancy shall be posted on the teacher bulletin boards in each of the area schools and a duplicate sent to the President of the Association and one (1) other member of the Association as designated by the President of the Association.
- C. Vacancies shall be posted for not less than ten (10) calendar days. Vacancies shall be posted by grade in elementary grades, and by disciplines at the secondary level.
- D. Any teacher may apply for a vacancy. In filling a vacancy, the Board agrees to consider the professional background, training, and educational attainments of all candidates (including candidates from outside of the school district), and other relevant factors. Bargaining unit members who are not hired for vacancies may request the reasons they were not hired for the position.

When a vacancy occurs during the school year, the vacancy shall be posted and awarded. Any necessary transfer of an employee that may occur because of the awarded position may be delayed until the next semester or school year.

ARTICLE XVI - TEACHER EVALUATION

- A. The purpose of the evaluation is to maintain and/or improve the instructional program. The evaluation process will recognize satisfactory levels of performance, identify areas of improvement if necessary, and provide appropriate and specific techniques and/or resources for improvement.
- B. Teachers shall be evaluated by a certified Durand Area Schools administrator. In cases where the teacher may have more than one immediate supervisor, the teacher should be informed at the beginning of the semester or shall be informed at least five (5) days prior to the first observation who will be the evaluator for the semester. A teacher shall not be observed for the purpose of evaluation by other teachers, mentors, aides, parents, or students.

C. The Procedures For Evaluation Shall Be:

- All formal observations of the work performance of a teacher shall be conducted openly and with full knowledge of the teacher. The use of eavesdropping, closed circuit television, public address or audio systems, and similar surveillance devices shall be strictly prohibited.
- 2. Observations shall consist of at least a twenty (20) minute work station visit and reported on the observation form (Appendix B).
- 3. Tenure teachers shall be evaluated at least once every three (3) years. Non-tenure teachers shall be evaluated at least once each year. The process shall include:
 - a. Pre-conference (1-3 days prior to the observation).
 - 1. Date/time of observation
 - 2. Lesson to be observed
 - 3. Focus of observation (see observation report Appendix B).
 - b. First observation.
 - c. Post-conference (within 5 days of the observation).
 - d. At least one (1) additional observation (may be unannounced).
 - e. Post-conference (within 5 days of the observation).
 - 1. Discussion of observation report
 - 2. Recommendations
 - f. Final evaluation meeting by May 2.
 - 1. Discussion of summary evaluation
- 4. The teacher may request a copy of all observation notes.

D. Teacher Evaluation Rights Shall Be:

- 1. If a teacher does not agree with the evaluation, the teacher may submit a self-evaluation or letter of dissent.
- 2. Judgment must not be arbitrary or capricious but must be supported by evidence.
- 3. Should the observation demonstrate that a teacher has any area that is unsatisfactory or needs attention, the evaluator shall:

- a. Identify specifically the area that needs improvement.
- b. Provide the teacher with specific, appropriate written recommendations for improvement which are measurable and observable.
- c. Indicate a timeline for such improvement. This timeline may include follow-up visit(s) to evaluate the area(s) of concern.
- d. Provide definite, positive assistance which might include time (during the school day), material, resources and consultant services to implement the recommendations.
- 4. In the event a probationary teacher is not recommended for continued employment, the administration shall advise the teacher by May 2nd that the teacher's work is unsatisfactory and inform the teacher in writing of the reasons.
- E. The contents of an evaluation of teacher performance are grievable up to and including the Board level (Level III) of the grievance procedure, but expressly excluded from the mediation level (Level IV) and the arbitration level (Level V).
- F. An Individual Development Plan (IDP) will be based on criteria from the observation form and acceptable teaching practices.

ARTICLE XVII - PROFESSIONAL COMPENSATION

A. The salaries of teachers covered by this agreement are in Schedule A. For extra-curricular and other teaching duties, the teacher shall be paid according to Schedule B.

The time required by law for new teachers to be spent with mentors or in professional development activities, and the time required by the probationary teacher associated with an individual development plan will not require additional compensation. The district will not require more professional development time per year than required by the State. Professional development time will be scheduled in a period which falls between ten (10) calendar days of the start of the teacher work year in the fall and ten (10) calendar days of the last teacher work day of the year.

Tenured teachers placed on an individual development plan as a result of an unsatisfactory evaluation as required by the Tenure Act, will not receive additional compensation for time associated with the plan.

- **B.** All teachers who substitute in another classroom during their preparation period, shall have a choice of one of the following options:
 - 1. pay compensation as listed in Schedule B.
 - 2. one additional leave day for each six (6) hours of substituting. All teachers shall be credited with time equal to that preparation time which is lost. Leave days earned under this provision are not accumulative. Any partial or full days earned during the last two (2) weeks of the school year or any days or hours carried into the last two (2) weeks of the school year shall be paid under option 1 above.
- C. The Board may grant experience credit at its discretion at the time of hiring. Credit for experience within the Durand Area Schools will be allowed if a teacher should leave this system and return provided employment was not accepted elsewhere.
- D. Experience for the next step on the salary schedule will be allowed after the completion of two (2) full consecutive semesters, or after the completion of one full academic school year. The teachers employed at the beginning of the second semester will receive one-half (1/2) year teaching experience credit. At the beginning of the following school year, those teachers will be placed on the next one-half (1/2) step.

E. The salary and benefits for part-time teachers working more than half-time will be prorated according to their schedule. Teachers working half-time will receive fully paid Plan B. Part-time teachers working less than half-time will not be eligible under the insurance provisions of this agreement.

The deduction ratio for time missed by full or part-time teachers shall be consistent with the total work time required for the year.

- F. Additional compensation shall be allowed for teachers contracted by the Board to perform extra-load assignments during the regular day for a full school year in the following areas: (1) for secondary school teachers accepting extra class assignments, the teacher will be compensated an additional prorated portion of the teacher's base salary; (2) for the high school extra study hall assignment, the teacher will be compensated an additional 1/8th of the teacher's base salary step.
- G. Semester hours or equivalent to be applied for saiary increment credit must be in an area which is currently offered or is anticipated to be offered by Durand Area Schools.

Any question about courses not covered in this statement should be approved prior to registration by the Superintendent or designee.

- H. A transcript, grade report, or official letter from the registrar verifying the completed credits is required as evidence and must be presented to the Superintendent on the attached form (Appendix C) within two weeks of the beginning of the semester in which the increment is sought.
- The Board may schedule optional professional development days. Attendance will be voluntary.

ARTICLE XVIII - LEAVES

A. Leave days are intended for personal illness, family illness, personal business, bereavement, legal business, or other situations which require attendance during a work day.

Leave days are not for casual or indiscriminate use and shall not be used to extend vacation or Holiday periods. Exceptions may be granted at the discretion of the Superintendent in extenuating circumstances. Whenever possible, leave days to be used for a known situation should be pre-scheduled.

Teachers shall be allowed fifteen (15) leave days per school year. All unused leave days may accumulate to one hundred twenty (120) days.

Any teacher who needs more than three (3) leave days for personal business shall discuss the reason with their principal.

Any teacher who needs more than five (5) leave days, except for personal illness, shall discuss the reason with their principal.

Improper use of leave days may lead to disciplinary action.

B. Paid Leaves Chargeable Against Leave Days:

- Personal illness.
- 2. Family illness.
- 3. Personal Business three (3) days per year.
- 4. Bereavement for non-immediate family or a non-relative held in the same regard. Grandparents/children, son/daughter-in-law, brother/sister-in-law, nephew/niece, first cousin or a non-relative living in the household of the employee.

C. Paid Leaves Not Chargeable Against Leave Days:

- 1. Bereavement for immediate family (spouse, child, parents, siblings, parent-in-laws) five (5) days.
- 2. Court appearance as a witness in any case connected with the teacher's employment or the school, unless the suit is by the teacher against the district.
- 3. If a teacher is not excused from Jury Duty, the teacher shall be compensated for the difference between the normal salary and the compensation received from the court (less reimbursed expenses).

D. Unpaid Leave

Notwithstanding any other provision of this agreement, the district
reserves the right to exercise those rights afforded to it under the Family
Medical and Leave Act and the rules adopted by the federal government
for its implementation in assessing unpaid leave requests from eligible
teachers.

2. A general leave of absence for up to one (1) year shall be granted to a teacher. Application shall be made on the attached form (Appendix D). Extensions of the leave may be granted by the Board.

During the leave of absence, the teacher shall receive no insurance benefits at Board expense; but the teacher may elect to continue insurance benefits by paying premiums of the elected coverage.

Teachers on leaves of absence shall return to duty only at the beginning of a semester. Teachers must write the Superintendent, not later than sixty (60) calendar days prior to the expiration of their leave, to notify the district of their intent. Reinstatement shall be to the teacher's former position if available.

Upon termination of a leave of absence, refusal to accept the first available vacancy for which a teacher is certified and qualified shall be deemed a resignation of employment by the teacher.

E. Association Leaves

The Board shall grant the Association twenty-two (22) teacher leave days per school year for Association business. Association leave days shall not accumulate and shall not be charged against members' leave days. The request for Association leave days is to be signed by the Association President. The Association will reimburse the district for substitute costs for the days used beyond twelve (12).

ARTICLE XIX - NEGOTIATIONS

- A. The cost of printing of this agreement shall be shared by the Association and the Board.
- B. This agreement constitutes the sole and entire agreement between the parties in respect to rates of pay, wages, hours of employment or other conditions of employment which shall prevail during its duration. Collective bargaining agreements shall not be modified either formally or informally except as waived by the Board and the Association. This contract is subject to amendment, alteration, additions or waiver only by a subsequent written agreement between the Association and the Board.
- C. Contract maintenance meetings will be held by representatives of the Board and the Association to review the administration of the contract, discuss matters of common concern, and to resolve problems.

These meetings are not intended to bypass the grievance procedure. If possible, each party should submit to the other, preferably prior to the meeting, an agenda covering what they wish to discuss.

- D. Any individual or supplemental employment contract between a teacher and the board is subject to the terms and conditions of this agreement. It is agreed that the collective bargaining agreement takes precedence over and governs such contracts and that such contracts are conditioned upon the agreement. It is further agreed that any layoff pursuant to this agreement shall terminate the individual or supplemental employment contract of a laid off teacher and shall suspend the Board's obligation to pay additional salary or fringe benefits beyond the amount the teacher has accrued.
- E. If any provision of this contract is deemed invalid under Federal and/or State Law, said provision shall be modified to comply with the requirements of said Federal and/or State Law. All other provisions shall remain in full force and effect.

ARTICLE XX - LAYOFF/RECALL

- A. In the event of a lay off, after the student schedule is constructed, the order of reduction shall be:
 - 1. Teachers will be laid off on the basis of non-probationary/probationary status, seniority, certification, and qualification. If more than one (1) teacher has the same start date, an impartial tie breaker shall be used to determine seniority position.
 - a. Probationary teachers shall be laid off first, provided there is a non-probationary teacher certified, qualified and available to perform the duties of the probationary employee.
 - b. If the reduction of teaching personnel is still deemed necessary, then tenure teachers shall be subject to layoff on the basis of seniority, certifications and qualifications.
 - 2. Employees not covered by the Tenure Act (i.e. social workers) will serve a probationary period of the same length as new teachers under the Tenure Act.
 - 3. Written notice of lay off will be sent by certified mail to the teacher's last known address on file with the Board.
- B. In the event of a recall, the order of recall shall be:
 - 1. Teachers shall be recalled in the inverse order of lay off to positions for which they are certified and qualified.
 - 2. The Board shall give written notice of recall by certified mail to the teacher's last known address on file with the Board.
 - 3. The teacher shall respond in writing by certified mail within ten (10) days of receipt of the Board's recall notice stating intentions. No response within the ten (10) day period will be considered a refusal.

A teacher shall be placed and remain on the recall list for a period not to exceed three (3) years from the effective date of layoff. Thereafter, a teacher shall lose the right to recall.

ARTICLE XXI - GRIEVANCE PROCEDURE

A. Definitions

- A grievance shall be an alleged violation of the expressed terms of this agreement;
- 2. It is agreed that a grievance in response to discharge or demotion shall be deemed abandoned if the grievant(s) initiates an appeal of the discharge or demotion under the Tenure Act. Likewise, grievances shall be deemed abandoned if the grievant(s) files a claim or complaint seeking the same remedial relief as stated in the grievance in any other forum established by law or by regulation having the force of law.
- 3. The term "days" shall mean days in which school is in session. During the summer months, the term "days" shall mean regular business days on which the administration building is open.

B. General Conditions

- 1. A written grievance shall be filed on the form in Appendix E.
- 2. Grievances not within the power and/or scope of the immediate supervisor to resolve may be entered at the Level Two (2) of the grievance procedure within twenty (20) days.

C. Hearing Levels

Level 1. A teacher and/or Association having cause for a complaint shall, within twenty (20) days of its occurrence or knowledge of its occurrence, file a grievance form (Appendix E) with the immediate supervisor. An Association representative may participate if requested by the teacher. A copy of the grievance form shall be given to the Association by the grievant at the time of filing. The immediate supervisor shall issue a decision within ten (10) days to the grievant and a copy filed with the Association by the immediate supervisor. After the filing of the grievance, an extension of up to ten (10) additional days shall be granted at the request of either party.

Level 2. If the grievance is not resolved or a decision is not issued at Level 1, the teacher and/or Association may file the grievance with the Superintendent within ten (10) days.

The Superintendent or designated agent shall arrange a meeting with the grievant and/or Association representative to discuss the grievance. Within ten (10) days of the discussion, the Superintendent or designated agent shall issue a decision in writing, transmitting a copy to the grievant and the Association.

If the teacher and/or the Association is not satisfied with the disposition of the grievance or if no decision is issued, the Association may decide to take the grievance to Level 3 within ten (10) days.

- **Level 3.** The Association and/or the Superintendent may initiate a hearing by the Board. If a Board hearing is requested, the Board, not later than its next regular meeting or ten (10) days, whichever shall be later, shall hold a hearing on the grievance. Disposition of the grievance by the Board shall be issued in writing within ten (10) days.
- Level 4. Following the decision by the Board, if requested, or the Superintendent's decision if a Board hearing is not requested, either party may request mediation by MERC within ten (10) days.
- **Level 5.** If as a result of mediation the grievance is not resolved, the Association may appeal the grievance to the American Arbitration Association within ten (10) days.

D. General Arbitration Provisions

- 1. The arbitration proceedings shall be conducted in accordance with the rules and procedures of the American Arbitration Association.
- 2. The parties may mutually agree to an arbitrator.
- 3. The fees and expenses of the arbitrator shall be paid by the loser.
- 4. Neither the Board nor the Association shall be permitted to assert in such arbitration proceeding any ground or to rely on any evidence not previously disclosed to the other party.
- 5. The decision of the arbitrator shall be final and binding subject to review in accordance with the applicable standards for judicial review.

E. Restrictions on the Arbitrator's Authority:

- 1. The arbitrator shall have no power to add to, subtract from, or otherwise modify the expressed terms and conditions of this agreement.
- 2. The arbitrator shall have no power to rule on the content of an evaluation, unless the claim is that the content is false or in error. The arbitrator shall have the power to rule on the procedure.
- 3. The arbitrator shall have the power to rule on any discipline resulting from an evaluation.
- 4. The arbitrator shall have no power to interpret state or federal law.

- F. Should an employee and/or Association fail to institute a grievance within the time limits specified, the grievance will not be processed. Should a grievant and/or association fail to appeal a decision within the limits specified, all further proceedings on a previously instituted grievance shall be barred.
- G. All preparation filing, or presentation of grievances shall be held at times other than when the employee or Association representative are to be at their assigned duty stations except as agreed by the parties. In such instances, employees will suffer no loss of pay.
- H. The time limits provided in this Article shall be strictly observed but may be extended by mutual agreement of the parties.
- I. Any claim or grievance arising prior to the expiration of this Agreement may be processed through the grievance procedure until resolution.
- J. No reprisals of any kind shall be taken by or against any party of interest or any participant in the grievance procedure by reason of such participation.
- **K.** All documents, communications and records dealing with a grievance shall be filed separately from the personnel files of the participants.

ARTICLE XXII - RETIREMENT

Teachers who have reached an age and experience level so as to entitle them to retire under the Michigan Retirement Law, and do elect to retire as a teacher from the Durand Area Schools District, shall be eligible for a lump-sum payment of accumulated sick leave in accordance with the following formula and those restrictions and limitations found herein. Teachers who elect to resign in the twentieth (20th), twenty-fifth (25th), or thirtieth (30th) category shall be eligible for a lump sum payment in accordance with the following formula:

<u>Category</u> 5	Yrs of continuous service completed in Durand Area Schools 5 yrs to 7-1/2 yrs	Rate per accumulated sick leave day \$28.00	Maximum Amount (Unused days × Rate) \$2,660.00
10	7-1/2 to 12-1/2 yrs	\$31.00	\$3,720.00
15	12-1/2 to 17-1/2 yr	\$35.00	\$4,200.00
20	17-1/2 to 22-1/2 yrs	\$45.00	\$5,400.00
25	22-1/2 to 27-1/2 yrs	\$50.00	\$6,000.00
30	27-1/2 to 30 yrs	\$55.00	\$6,600.00

Years of continuous service shall be computed from the last date of hire, and subject to the foregoing, shall include that continuous service time earned in this district prior to inclusion in a reorganization or annexation through the present day.

ARTICLE XXIII - INSURANCE

The Board agrees to pay the premium cost of insurance coverage as set forth below.

- A. All teachers shall make proper application with the Business Office regarding initial coverage and any and all changes in such coverage.
- B. Upon receipt of written application by the district, the board shall provide to the employee a choice of the following MESSA PAK programs:
 - Plan "A" shall include Super Care 1, LTD (120 days, 66-2/3% of salary, \$2500. max., Social Security freeze, alcoholism/drug addiction and mental nervous and COLA offset), Delta Dental (75-60-75, \$12090, max.), \$30,000 Term Life and the VSP-2 Vision Plan.
 - 2. Plan "B" shall include LTD, the same as Plan A, Delta Dental 80/80/80 \$1300. max., VSP-3 Vision Plan, \$50,000 Term Life Insurance, Dependent Life (\$2,000/spouse, \$2,000 children).
 - 3. The Employer is required to sign an employer participation agreement. When appropriate, MESSA Super Care or Limited Medicare Supplement and Medicare, Part B, premiums shall be paid on behalf of the employee, spouse and/or dependents eligible for Medicare. Employees not electing MESSA-PAK Plan A, will select MESSA-PAK Plan B.

SCHEDULE A

1996/97 SALARY SCHEDULE:

STEP	BA	MA or BA + 48	MA + 15	MA + 45/EdS/Doctorate
1	26,667	28,255	29,103	29,950
2	28,132	29,934	30,832	31,730
3	29,678	31,715	32,666	33,618
4	31,306	33,607	34,615	35,623
5	33,040	35,604	36,672	37,740
6	34,847	37,722	38,854	39,985
7	36,772	39,965	41,164	42,363
8	38,801	42,341	43,611	44,881
9	40,934	44,862	46,208	47,554
10	43,175	47,530	48,956	50,382
11	46,208	51,291	52,830	54,368
Longevity				
Payment	231.00	256.00	264.00	272.00

Longevity payment: Any teacher who has worked 21 years or more for the district will receive an additional one half percent (.005) on their base salary.

1997/98 SALARY PROVISIONS:

The Association and the Board have discussed the implications of Proposal A on the new funds which will be available to the district each year. It is the intent of this agreement that new funds available to the district will be proportionately shared based on the previous years total teacher costs (salary, FICA, retirement, insurance) as percentage of the previous years Foundation Grant funding (Foundation Grant × FTE count).

1997/98 Additional Funds for Total Teacher costs:

96/97 Total Teacher Costs ÷ 96/97 State Foundation = 96/97 Total Teacher Cost % of State Foundation

97/98 State Foundation increase × 97/98 Student FTE count estimate = New 97/98 State Foundation Funds

New 97/98 State Foundation Funds × 96/97 Total Teacher Cost % = 97/98 New Funds for Total Teacher costs

The District will provide a minimum 97/98 Total Teacher Cost increase equal to the increase costs in insurance retirement, step costs, and one percent (1.0%) additional teacher salary dollars.

1998/99, 99/00, 00/01 SALARY PROVISION:

The Board and Association will meet to discuss the distribution formula for school years 98/99, 99/00, 00/01.

SCHEDULE B - COMPENSATION FOR EXTRA CURRICULAR ACTIVITIES

Paid on BA Scale

High School		Junior High School	
Head Varsity Football Coach	10%	8th Gr. Football Coach	4%
Asst. Football Coach	7%	8th Gr. Basketball Coach	4%
Varsity Cross Country Coach	4%	7th Gr. Basketball Coach	4%
Varsity Golf Coach	4%	7th/8th Gr. Volleyball Coach	4%
Varsity Tennis Coach	4%	Jr. High Wrestling Coach	4%
Varsity Basketball Coach	10%	Jr. High Track Coach	4%
J.V. Basketball Coach	7%	Jr. High Cheerleading Coach	4%
Freshman Basketball Coach	7%	(per season-fall/winter)	
Varsity Volleyball Coach	10%		
J.V. Volleyball Coach	7%		
Varsity Wrestling Coach	10%		
Assistant Wrestling Coach	7%		
Varsity Soccer Coach	8%		
JV Soccer Coach	4%		
Varsity Track Coach	8%		
Asst. Track Coach	4%		
Varsity Baseball Coach	8%		
J.V. Baseball Coach	4%		
Freshman Baseball Coach	4%		
Varsity Softball Coach	8%		
J.V. Softball Coach	4%		
Cheerleading Coach	4%		
(per season-fall/winter)			
Asst. Cheerleading Coach	3%		
(per season-fall/winter)			
Varsity Pom Pon Coach	4%		
Senior Class Sponsor	4%		
Jr. Class Sponsors (2)	3%		

NOTE:

Any current teacher coaching assignments (as of 95/96) will

continue to be paid on the teacher's salary base.

Paid On Teachers Base

J.H. Dept. Chairpersons(6)	4%		
Debate and Forensics Advisor	3%		
Vocational Contact Person	5%		
Band Director	10%		
Asst. Band Director	7%		
Vocal Music Director	7%		
Director of Guidance	5%		
FFA Sponsor	5%		
Quiz Bowl/Academic Team Adv	. 4%		
H.S. Dept. Chairpersons (7)	4%		
Fall/Spring Play Advisor	4%	(each	play)
	20/		

High School Yearbook 3%

Advisory/Curriculum Council Members

Elementary Curr. Council - limit 13 District Curr. Council-per Bd. policy

> The salary of committee members is determined by using the member's salary from Schedule A and using the formula 1/186th divided by 6 = hourly rate.

Additional Payments

Additional Laymonts	A00 F0 / hour
Driver Education Instructor	BA Base $x .00077 = $20.53 / hour$
	BA Base x $.00066 = $17.60 / hour$
Extra Teaching Duties	DA Dase x .00000 - 117100 / 1100
Mentoring	\$500.00
	\$100.00 each
Optional Days	\$ 100.00 60011

Any additional compensation stipend will be discussed in NOTE: contract maintenance.

DURAND AREA SCHOOLS

1996/97 School Employee's Calendar

Aug. 22-23	Optional Professional Development days
Aug. 26	Teacher in-service day
Aug. 27	Student's first day
Sept. 2	Labor Day
Sept. 26&27	Parent Conferences (No school for students)
Oct. 18	Professional Development Day (No school for students)
Oct. 25	End of first marking period
Nov 28-29	Thanksgiving Break
Dec 23 - Jan 3	Christmas break
Jan 17	Records Day (No school for students)
Feb 13&14	Parent Conferences (1/2 day for students)
Feb 17	President's Day-school closed
Mar 21	Third marking period ends
Mar. 28	Good Friday (No school for students)
Apr. 7-11	Easter Break (No school for students)
May 26	Memorial Day (No school for students)
June 9	Student's last day
June 10	Records day

Note: Any required make-up days will be added to the end of the school year.

Ctp3 6cal

DURAND AREA SCHOOLS

1997/98 School Employee's Calendar

Aug. 21-22	Optional Professional Development days
Aug. 25	Teacher in-service day
Aug. 26	Student's first day
Sept. 1	Labor Day
Sept. 25&26	Parent Conferences (No school for students)
Oct. 17	Professional Development Day (No school for students)
Oct. 24	End of first marking period
Nov 27-28	Thanksgiving Break
Dec 22 - Jan 2	Christmas break
Jan 16	Records Day (No school for students)
Feb 12&13	Parent Conferences (1/2 day for students)
Feb 16	President's Day-school closed
Mar 20	Third marking period ends
Apr. 6-10	Easter Break (No school for students, Good Friday included)
May 25	Memorial Day (No school for students)
June 5	Student's last day
June 8	Records day

Note: Any required make-up days will be added to the end of the school year.

98/99, 99/00, 00/01 Calendars

The parties agree to develop calendars for each year based on the new county perpetual calendar.

DEACON96/97 7cal

DURATION OF AGREEMENT

This agreement shall be effective upon ratific Association and shall continue in effect for five (5)		
Wages will be paid and benefits adjusted retroact year.	ively to the beginning of th	e 1996/97 school
IN WITNESS WHEREOF, The parties execute representatives having affixed their signatures below	-	duly authorized
FOR THE SCEA/DURAND EDUCATION ASSOCIATION:	FOR THE BOARD OF EDUCATION:	

LETTER OF AGREEMENT

between the

SHIAWASSEE COUNTY EDUCATION ASSOCIATION

and the

BOARD OF EDUCATION OF THE DURAND AREA SCHOOLS

The parties agree that the interim Athletic Director may be combined with a bargaining unposition. The combined position will be deemed a total bargaining position with dues equivale to a full time bargaining unit member.

Any unsatisfactory evaluation of a bargaining unit coach must be done by an administrat other than the Athletic Director.

FOR THE SCEA/DURAND EDUCATION ASSOCIATION:	FOR THE BOARD OF EDUCATION:			
,				

APPENDIX -- A

LETTER OF PREFERENCE

(Must be filed by April 1, yearly)

NAME:	DATE:
CURRENT ASSIGNMENT	
CORRENT ASSIGNMENT	
Building:	
Grade Level:	
Subject Area:	
REQUESTED ASSIGNMENT:	
Building:	
Grade Level:	
Subject Area	
SIGNED:	

APPENDIX - B

DURAND AREA SCHOOLS OBSERVATION REPORT

TEACHER:		ASSIGNMENT:					
TEACHER STATUS:		S:	OBSERVATION DATE/	TIME:			
PRE-C	ONFE	RENCE	DATE:	POST-CONFERENCE D	ATE:		
Article	XVI o	f the Pr	ognizes the need for adequate ofessional Agreement between the ssociation.				
The pr	rocess (I. II. III.	TEAC!	lation is categorized into three ge HING EFFECTIVENESS TONSHIPS WITH STUDENTS ESSIONAL RELATIONSHIPS	neral areas:			
			ates the perception of the teach and offers specific suggestions for			percept	ion with
signat		cates t	eature indicates the person respon hat the teacher has read the evalured.	_			
	<u>s</u> <u>N</u> <u>U</u>		actory attention sfactory				
		Blank	spaces indicate areas not discuss	ed at the post-conference.			
I.	TEAC		FFECTIVENESS er understands structure and subs	stance of content being	s	N	U
		1.	Communicates objectives and re objectives to students; relates pe to current objectives and activiti	revious taught materials			
		2.	Breaks lessons into manageable	and logical sequences.			
		3.	Utilizes appropriate materials for	teaching lesson.			
		4.	Gives directions and explanation task.	s relevant to the learning			
		5.	Asks questions relevant to the le	earning task.			

RELA	TIONS	HIP WITH STUDENTS			
A.	Teaci	her implements procedures that facilitate classroom gement:	s	N	U
	1.	Required minimum of time to make room physically comfortable and establish environment to begin instruction.			
	2.	Utilizes students to accomplish appropriate routine tasks. Pupils proved to assume delegated responsibility: confusion is absent.			
	3.	Seeks and implements strategies for maximizing time spent on productive activities. Minimizes time lost during transition or disruptions.			
	4.	Establishes and enforces guidelines and classroom rules.			
		OBSERVATIONS LEADING TO JUDGMENT:			
		IMPROVEMENT NEEDED TO CORRECT DEFICIENCIES:			
	,				
в. т	eacher p	provides a classroom climate conducive to learning:	s	N	U
	1.	Shows evidence of concern for health and safety of pupils.			
	2.	Demonstrates concern for each student as well as group.			
	3.	Establishes procedures for basic routines.			
	4.	Provides routines for increased student independence in assuming responsibility for work and behavior.			
	5.	Encourages cooperation in the care and planning of an attractive room.			
	6.	Shows consideration of pupils' feelings.			
	7.	Respects opinions and suggestions of students.			
	8.	Encourages active participation by all students.			П

		OBSERVATIONS LEADING TO JUDGMENT:			
		IMPROVEMENT NEEDED TO CORRECT DEFICIENCIES:			
III.	PROFFESSIO	NAL RELATIONSHIPS	s	N	U
	1.	Able to interpret the progress of students to parents with	-		_
		understanding and accuracy.			
	2.	Displays evidence that parents have been informed regarding the work of the classroom.			
	3.	Sensitive to the ideals and standards of the school and community.			
	4.	Able to listen to, comprehend, and interpret idea(s) of others.			
	5.	Displays evidence of knowledge of correct oral and written expression in communication with others.			
	6.	Displays concern for professional growth by active participation in District sponsored Professional Development Programs.			
	7.	Displays support for the School Improvement process.			
		OBSERVATIONS LEADING TO JUDGMENT:			
		IMPROVEMENT NEEDED TO CORRECT DEFICIENCIES:			
				-	

SUMMARY EVA	LUATION BASED	ON THE OF	BSERVAT	TION REPORTS	S:	
				A Design		
	1000					
		1 4 1 4				
EVALUATOR:	Signature		_	TEACHER:_	Signature	

Teacher signature does not indicate agreement but acknowledges receipt of document.

APPENDIX - C

GRADUATE CREDIT FORM

(Must be filed within two (2) weeks of the beginning of the semester for salary placement change)

NAME:			DATE:	
CURRENT SALARY PLACEN	IENT:			
VERIFICATION OF CREDITS	. n	PRESENTED		CONFIRMED
	_			
SALARY PLACEMENT REQU	JES I ED	·		
TEACHER SIGNATURE: _				
APPROVAL:			DATE:	
SUPERINTENDENT'S SIGNA	TURE			

APPENDIX -- D

LEAVE FORM

NAME:	_ DATE:	
DATE LEAVE WILL BEGIN:		
DATE LEAVE WILL END:		
RETURN NOTIFICATION DATE:		
ELECTION OF INSURANCE CONTINUATION:	YES	□ NO
TEACHER SIGNATURE:		
For office use only		
INSURANCE PAYMENT REQUIRED: \$	Assessment of the second secon	
PAYMENT DUE DATE:		
COMMENTS:		
APPROVAL		
SIGNATURE:	DATE:	

APPENDIX E - GRIEVANCE FORM

Person(s) filing grievance: Assignment:	
LEVEL 1 (Immediate Supervisor)	
Date of initial filing:// (Must be within twenty (20 or knowledge of occurrence of alleged contract violation.))) days of occurrence
Date of violation://_ Description of violation (Use attachment if necessary):	
Contract provisions violated:	
Contract Article, Section, Page 1	ge
Contract Article, Section, Page 1	
Contract Article, Section, Page	ge
Relief sought (Use attachment if necessary):	
Check here if attachment(s) are included.	
Signed Received by	
Copy to Association by grievant	
Last day for decision:/_/_ (within ten (10) days of file Ten (10) day extension requested by supervisor,	
Disposition of grievance: Upheld, Denie attachment if necessary):	
Check if attachment(s) are included.	
Signed // Received by	// Date
Copy to Association by Supervisor	

LEVEL 2 (Superintendent or designee) Date of filing: ___/__ (Must be within ten (10) days of decision at Level 1.) Check if new attachment(s) and/or information is included Date of meeting to discuss grievance: ___/__/__ Persons present: _____ Last day for decision (within ten (10) days of meeting): / Disposition of grievance: ____ Upheld, ____ Denied. Conditions (Use attachment if necessary): Check if attachment(s) are included. Signed _____ /_ / Received by _____ /_ /_ Date _____ Date Copy to Association by Superintendent Level 3 (Board hearing if requested) Date of request (must be within 10 days of decision at Level 2): ___/__/ Requested by: _____ Date of hearing: ___/__/ Last day for decision (within ten (10) days of hearing): / Last day for decision (within ten (10) days of meeting): ___/___/ Disposition of grievance: ____ Upheld, ___ Denied. Conditions (Use attachment if necessary):

Check if attachment(s) are included.

Level 4 (Mediation)

	Date of request (must be within 10 days of Board's decision, if a hearing is requested, or within 10 days of Superintendent's decision)//
	Requested by:
	Please attach a copy of the parties interpretation of the Mediator's recommendations or report.
•••	
	Level 5 (Arbitration)
	Date of request (must be requested within 10 days of the end of mediation)
	Requested by:
	•
	Please attach a copy of the Arbitrator's report.

Definitions

- 1. A grievance shall be an alleged violation of the expressed terms of the Professional Agreement, except no grievance may be filed where the Tenure Act may have jurisdiction.
- 2. The term "days" shall mean days in which school in session. During the summer months, the term "days" shall mean regular business days on which the administration building is open.