

7073

8/31/97

MASTER AGREEMENT

1994 - 1997

MASTER AGREEMENT

BETWEEN

**CONCORD
EDUCATIONAL
SUPPORT PERSONNEL
ASSOCIATION/JCEA
MEA/NEA**

and

**CONCORD
COMMUNITY SCHOOLS**

Concord Community Schools

Jackson County, Michigan

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PREAMBLE

The Board and the Association recognize and declare that providing a quality education for the children of the Chippewa Hills School District is their mutual aim.

This agreement entered into this 10th day of August 1994, by and between the Board of Education of Chippewa Hills Public Schools (hereinafter called "Board") and the Chippewa Hills Education Association, MEA/NEA (hereinafter called "Association").

Whereas the Board of Education has the statutory obligation pursuant to Act 336 of Public Acts of 1947, as amended, to negotiate with the Association with respect to rates of pay, wages, hours of employment or other conditions of employment for the bargaining unit hereinafter specified and the parties through their negotiators and good faith have reached the understanding pursuant thereto, now desire to execute this contract covering such agreement.

ARTICLE 1 - RECOGNITION

- A. The Board recognizes the Association as the exclusive bargaining representative for all certificated teaching personnel, whether under contract, on leave, or to be employed by the Board; excluding therefrom substitute teachers and supervisors such as but not necessarily limited to the superintendent of schools, administrative assistants, business manager, principals and assistant principals.
- B. The term "teacher" when used hereinafter in this agreement, shall refer to all employees represented by the Association in the bargaining unit defined above.
- C. The Board agrees not to negotiate with any teachers' organization other than the Association for the above described bargaining unit for the duration of this Agreement.

ARTICLE 2 - ASSOCIATION AND TEACHER RIGHTS

- A. The Board and the Association agree that they will not discriminate against any teacher with respect to membership in the Association, participation in any lawful activities of the Association or collective professional negotiations with the Board, or institution of any grievance, complaint or proceeding under this agreement or otherwise with respect to any terms or conditions of employment.
- B. The Chippewa Hills Education Association and its officers shall have the right to schedule the reasonable use of school buildings at all reasonable hours for meetings, provided that when special custodial service is required, the Board may make a reasonable charge therefore. No charge shall be made for use of school rooms before the commencement of the school day or until 6:00 p.m. Room reservations shall be cleared with the administration at least two (2) days in advance.
- C. Duly authorized representatives of the Association shall have the right to use typewriters, mimeograph machines, other duplicating equipment, calculating machines, and audio-visual equipment before and after school hours when the equipment is not otherwise in use; provided permission is given by the building principal prior to its use. The Association agrees to pay for the cost of all materials and supplies pursuant to its use as well as repair costs for negligent operation excluding reasonable wear and tear. The above listed equipment, etc.

shall be for the use of official Association business and not for the support of any political candidate.

- D. The Association shall have the right to post notices of its activities and matters of Association concern on teacher bulletin boards, at least one of which shall be provided in each school building. The Association may use the district mail service and teacher mail boxes for communication to teachers. No teacher shall be prevented from wearing insignia, pins or other identification of membership in the Association either on or off school premises. The Association agrees not to post or mail any matter which is against the school board or not in the best interest of the school.
- E. The Board agrees to make available to the Association, in response to all reasonable requests from time to time, available public information, such other available information as is necessary to process a grievance pursuant to this contract, except that information which may be considered confidential, and such information necessary for collective bargaining.
- F. The Board shall give the president of the Association complete written notification of changes of existing Board policy or adoption of new policies which affect teachers' wages, hours or working conditions within fifteen (15) days of final adoption.
- G. Teachers shall be entitled to full rights of citizenship. The Board and the Association agree that the private life of a teacher is the teacher's own affair unless the teacher's conduct should adversely affect the relationship with students or the discharge of teaching and other school related duties.
- H. On any new construction programs which are proposed or under consideration, the Association shall be given an opportunity, if time permits, to make suggestions to the appropriate Board committee member prior to adoption.
- I. The provisions of this agreement and the wages, hours, terms, and conditions of employment shall be applied in a manner which is not arbitrary, capricious or discriminatory and without regard to race, creed, religion, color, national origin, age, sex, handicap, and marital status.
- J. Pursuant to Section 1526 of the School Code, each probationary teacher must be assigned to a master teacher who shall serve as a mentor to the probationary teacher. The mentor shall be assigned by the Association with prior approval by the building principal, to every beginning teacher upon entrance of the teacher into the system. The mentor teacher, insofar as possible, shall be a tenure teacher with a minimum of eight (8) years teaching experience and shall be engaged in teaching within the same building, grade or discipline as the beginning teacher. Participation as a mentor teacher shall be voluntary. It shall be the duty of the mentor to assist and counsel the beginning teacher in acclimating to the teaching profession and the school system. The mentor shall not be involved in the evaluation of the beginning teacher, neither shall the beginning teacher be asked to evaluate the mentor. The majority of professional development shall be scheduled within the parameters of the regular work day and work year.
- K. A teacher must have present a representative of the Association when the teacher is being reprimanded for an infraction of rules or delinquency in professional performance that will become a part of the teacher's personnel record.
- L. A teacher engaged during the school day in negotiating in behalf of the Association with any representative of the Board, or participating in any professional grievance negotiation, including arbitration or appearance in court, shall be released from regular duties without loss of salary.

ARTICLE 3 - RIGHTS OF THE BOARD

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

- A. To the executive management and administrative control of the school system and its properties and facilities, and the school related activities of its employees;
- B. To hire all employees and subject to the provisions of law, to determine their qualifications and the conditions for their continued employment, or other dismissal or demotion; and to promote and transfer all such employees. The exercise of the foregoing powers, rights, authority, duties and responsibilities by the employer, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms hereof and in conformance with the constitution and laws of the state of Michigan and the constitution and laws of the United States.

ARTICLE 4 - PROFESSIONAL DUES OR FEES AND PAYROLL DEDUCTIONS

- A. Upon appropriate written authorization from the teacher, the Board shall deduct from the salary of any teacher and make appropriate remittance for annuities, credit union, United Fund, United Profession dues, or any other plans or programs approved jointly by the Association and the Board.
- B. The deadline date for authorizing deductions shall be no later than the 30th day after commencement of school unless mutually agreed upon by the Association and the Board. Authorization for deduction for annuities may be submitted no later than December 12, in the case of new teachers, whose annuity program shall commence with the beginning of the succeeding calendar year.
- C. Insurances including long term disability will be contracted through Michigan Education Special Services Association (MESSA). Annuities will be available from Metropolitan, Farm Bureau, American United Life, MEFSA, Transamerica, Great American, Safeco Life and Annuity, Fidelity, Beneficial Std. Life and Mass Mutual. Additional annuity companies may be added upon mutual agreement by the Board and the Association. Bargaining unit members enrolling in the added companies will be subject to a service charge agreed upon by the Board and the Association.
- D. Such authorized deductions shall continue in effect from year to year or until such authorization is formally revoked by the teacher in writing.
- E. .
 1. Agency Shop: Any teacher who is not a member of the Association in good standing or who does not make application for membership within thirty (30) days from commencement of teaching duties, shall, as a condition of employment, pay a service fee to the Association, an amount equivalent to the dues and assessments required to be paid by members of the Chippewa Hills Education Association, MEA/NEA; provided, however,

that the teacher may authorize payroll deduction for such fee in the same manner as provided in this article. In the event that a teacher shall not pay such Service Fee directly to the Association or authorize payment through payroll deduction, as provided in this article, the Board shall, at the request of the Association, terminate the employment of such teacher. The parties expressly recognize that the failure of any teacher to comply with the provisions of this article is just and reasonable cause for discharge from employment. This article shall be effective retroactively to the date of the agreement and all sums payable hereunder shall be determined from said date.

2. The procedure in all cases of discharge for violation of this article shall be as follows:

The Association 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 recipient that a request for discharge may be filed with the Board in the event compliance is not effected.

3. The Association agrees to assume the legal defense of any suit or action brought against the Board or its agents regarding this article of the agreement. The Association further agrees to indemnify the Board for any costs and damages which may be assessed as the result of said suit or action, subject to the following:
 - a. The Association, after consultation with the Board, has the right to decide whether or not to appeal the decision of any court or other tribunal regarding the validity of the section or the damages which may be assessed against the Board by a court or tribunal.
 - b. The Association has the right to choose the legal counsel to defend any said suit or action.
 - c. The Association shall have the right to compromise or settle any claim made against the Board under this section.

ARTICLE 5 - TEACHING HOURS AND CLASS LOAD

Junior high and high school teachers shall report for duty in their building at 7:20 a.m. The student classroom day shall commence at 7:30 a.m. and shall terminate by 1:55 p.m. Teachers may leave their buildings by 2:25 p.m. except where parent-teacher conferences are scheduled at the request of the building principal.

Elementary teachers shall report for duty in their building at 8:35 a.m. Teachers are responsible for student supervision at 8:45 a.m. The student classroom day shall commence at 9:00 a.m. and shall terminate by 3:25 p.m. Teachers may leave their buildings by 3:40 p.m. except where parent-teacher conferences are scheduled at the request of the building principal.

Elementary students shall be provided with at least two (2) fifteen (15) minute recess periods per day, one being in the morning and the other in the afternoon. Beginning in the 1995-1996 school year, elementary students shall be provided with at least one twenty (20) minute recess period per day.

In the event that the building principal cancels outdoor recess, the principal may require an appropriate number of elementary teachers to assist the regular aides and utility workers in

supervision of students while on recess break indoors. In making such assignments, the building principal shall attempt to place students within the building so as to minimize the number of teachers required to safely supervise them. In addition, the building principal shall rotate such assignments among the staff as equitably as possible (except that special education teachers shall be exempt from recess duty).

A.

1. In the event that a situation arrives where, after all alternatives have been explored, it becomes apparent that split sessions are necessary, the aforementioned times shall be adjusted so as not to lengthen the working hours of teachers, nor the school hours of the students without a negotiated agreement between the CHEA and Board of Education.
2. In the event that a situation arrives where the school program will benefit, teacher report and leave time and the student classroom day commencement and termination time shall be adjusted. This will not lengthen the working hours of teachers nor the school hours of the students without a negotiated agreement between the Chippewa Hills Board of Education and the Chippewa Hills Education Association.

B.

1. The normal weekly teaching load in the senior high school for regularly assigned classroom teachers will be 25 equal teaching periods and five unassigned preparation periods equal to a teaching period to be used for class preparation. Reasonable efforts shall be made by the administration in scheduling assignments to minimize the number of teachers to be assigned more than three (3) different preparations. Because of the special nature of the librarian and guidance counselor, the foregoing will not apply. Assignment to a supervised study period shall be considered a teaching period for the purposes of this article.
2. The normal weekly teaching load in the intermediate school for regularly assigned classroom teachers will be thirty-five (35) equal teaching periods. Of the thirty-five (35) equal teaching periods, five (5) or more per week may be study halls or non-graded special-interest classes and five (5) shall be used as preparation periods. No teacher will be assigned more than two (2) preparation periods in any one day.
3. Elementary teachers shall receive no less than 150 minutes preparation time per week in five (5) blocks of no less than twenty-five (25) consecutive minutes each block in a normal week. This time shall be free from student supervisory responsibilities.

Elementary teachers may use all times that they are free from student assignments, such as, but not limited to when students are being instructed by specialists (i.e. art, music, P.E. or other programs added in the future) as preparation time, provided that the state specified instruction hours are met for all elementary students in their classroom.

4. Whenever possible, elementary music teachers shall be regularly assigned for music class, the pupils from only one (1) section per grade level. Exceptions shall be with the consent of the music teacher.

C. All teachers will be entitled to a minimum of thirty (30) minutes for a duty free lunch period.

D. Teachers shall be expected to attend teachers' conferences and other meetings called by the administration after regular school hours. These meetings are not to exceed an average of three (3) hours monthly. Teachers shall receive at least twenty-four (24) hours notice of all meetings except in the event of an emergency.

- E. No teacher shall be involuntarily regularly assigned lunch time supervision unless all other available members of the teaching staff have refused to volunteer for such assignment. Teachers assigned lunch time supervision shall be compensated at the rate of three (3) dollars per day. For purposes of this provision, "lunch time supervision" shall be defined to include only supervision of the junior and senior high school student lunch period. Provided that if any person regularly assigned to such lunch time supervision shall not perform such duties to the satisfaction of the building principal, the principal may reassign said person to a teaching assignment, and assign another staff member to lunch time supervision.

ARTICLE 6 - SPECIAL STUDENTS

- A. The parties recognize that children having special physical, mental, and emotional problems and learning disabilities may require the attention of specialists. If teachers believe that such students are assigned to their classroom, they shall consult with their building principal regarding diagnostic referral pursuant to provisions of P.A. 198 of 1971, as revised.
- B. Principals will take into account those students diagnosed by the ISD specialists as needing remediation and shall, where feasible, reduce class size in order to allow the classroom teacher to provide additional help to such a student. Where possible, newly employed or inexperienced teachers will not be assigned students in need of remediation.
- C. In the event a student is mainstreamed into a non-special education classroom, the building principal shall arrange a conference with the appropriate ISD consultant(s), resource room teacher, and classroom teacher(s) to review the reasons for the placement and the reasonable level of student performance. This conference shall take place within two weeks of the student's first day in the non-special education classroom. In the event the ISD staff is not available during this time, the conference shall be scheduled as soon as possible thereafter.
- D. The administration shall make reasonable efforts to avoid inequitable disparities in assigning mainstreamed students to regular classrooms. Each student shall be assigned to a regular classroom for attendance purposes. Mainstreamed students shall be counted on an FTE (full time equated) basis for purposes of determining overload compensation and/or aide time as designated in Article 7 A-1.a. and 1.c. FTE shall be computed using the following formula:
FTE = number of minutes student is in classroom/170 minutes; full time student = 1.
For Example:
If a special student is in a classroom 3 hours and 20 minutes, the calculation would be as follows:
$$200/170 = 1.2 \text{ students (FTE)}$$
- E. Elementary special students shall not be scheduled for elementary special education teachers prior to 8:40 a.m. In the event that a student does not meet the 900 required instructional hours, the elementary special education teacher may be required to serve students during one recess period each day as requested by the principal.
- F. Where the district is able or desires to obtain deviations from the regular rules, the Association shall be apprised of such necessity prior to the pursuit of deviations.
- G. Teachers will not be required to perform medical services, (as defined by law) to students.

ARTICLE 7 - CLASS SIZE

The parties recognize that optimum school facilities for both student and teacher 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 responsibility of the teacher is to teach and the organization of the school and the school day should be directed toward insuring that the energy of the teacher is primarily utilized to this end.

Because the board of education has the statutory duty to educate all children within the boundaries of the school district and because the student-teacher ratio is an important aspect of an educational program and because the number of students a teacher is required to instruct has direct bearing upon the amount of work required of the individual teacher, the parties agree that the size of the individual classes shall be given careful consideration and any inequities adjusted upon the request of the teacher, if economically and educationally feasible and desirable.

A. Because the pupil-teacher ratio is an important aspect of an effective educational program, the parties agree that class size shall meet the following standards:

1. Elementary

- a. The suggested maximum K-2, including primary room, shall be twenty-five (25) students per class.
- b. The suggested maximum 3-6, shall be twenty-seven(27) students per class.
- c. Whenever the suggested maximum is exceeded, the teacher shall be compensated \$1.60 for each student above the maximum.

The above referenced amounts shall be paid within two (2) weeks of the end of each semester.

- d. The administration shall equalize the class size within grade levels in the buildings after consulting with the teacher and whenever possible.
- e. All compensation for "overloads" as described in Article 7, Paragraph A.c. shall be increased each year by the same percentage rate negotiated for the salary adjustment and applied to Schedule A: Salary Schedule. Further, any adjustment to Schedule A: Salary Schedule required by the "median language" contained in Schedule A: Salary Schedule shall also be applied to this compensation. All increases in this compensation shall be cumulative in nature.

2. Junior High

An aggregate of 162 students per day, excluding physical education, study hall, music (performing groups), shall be the suggested maximum. In the event the suggested maximum is exceeded by five (5) percent or more, the class loads shall be equalized whenever possible.

3. Senior High

An aggregate of 135 students per day, excluding physical education, study hall, music (performing groups), shall be the suggested maximum. In the event the suggested

maximum is exceeded by five (5) percent or more, the class loads shall be equalized whenever possible.

4. In scheduling enrollment in industrial and practical arts classes, the administration shall give due consideration to the number of teaching stations available.
 5. The administration will make reasonable efforts to avoid inequitable disparities in student class load, subject to reasonable accommodation of student class selections.
- B. The Board recognizes that appropriate learning materials are necessary to the learning process. The parties will confer from time to time for the purpose of improving the selection and use of such educational tools and the Board will undertake promptly to implement all joint decisions made by its representative and the Association.
- C. The Board and the Association shall work together in an effort to provide the following working conditions and services:
1. To provide in each building, the following materials and conditions:

Teacher reference materials, typing and duplication facilities, closets, chalkboards, teacher's texts, attendance books, and all other materials that the Board deems necessary for normal instruction.
 2. To relieve teachers of cafeteria, playground, and bus duty; engage aides in the high school, intermediate and elementary schools responsible to the teachers. The aides will handle patrol duties, inventorying equipment, collect moneys for lunch and milk, and similar non-professional responsibilities.
 3. To make available in each school adequate lunchroom, restroom and lavatory facilities and at least one room, which shall be reserved for use as a faculty room in which smoking shall be permitted. Provision for such facilities will be made in all future buildings.
- D. Under no conditions shall a teacher be required to drive a school bus.
- E. Telephone facilities shall be made available to teachers for their responsible use.
- F. Substitute teachers will be provided with lesson plans for the day so that normal classroom activity can continue.
- G. Parking facilities shall be provided and maintained for teacher use.
- H. Each teacher shall maintain with the office of the superintendent of schools and the building principal, the current correct address and phone number which may be used to contact them in emergency matters while they are in the employ of the school district.
- I. All teachers are covered by Michigan Workers' Compensation Law. Accidents and injuries are to be reported to the employee's supervisor immediately. Employer liability shall be in accordance with the law.
- J. Teachers shall not be required to work under unsafe or hazardous conditions or to perform tasks which endanger their health or safety.
- K. Libraries will be open for student use during all student attendance days of the school year.

- L. Teachers shall provide discipline and supervision over those students in their charge and assume responsibility for the maintenance of order among all students within their sphere of effective control while in performance of their employment, especially immediately before and after school and between classes.

ARTICLE 8 - CURRICULUM COUNCIL

- A. The Curriculum Study Committee shall be responsible for reviewing current curriculum and developing recommendations for proposed curriculum; for study of educational materials currently used in their subject area; and for developing recommendations for replacement and/or supplemental educational tools.
- B. Curriculum study committees will be set up which will present recommended changes, with rationale, to the Curriculum Council.
- C. The Curriculum Council will be composed of two Board of Education members, four administrators: (one elementary principal, one intermediate principal, one high school and one additional designate) and six teachers chosen according to the Chippewa Hills Education Association constitution; one being the CHEA curriculum chair.
- D. The first meeting of the Curriculum Council will be organizing and providing direction for the study committees. Chair of the council to be designated by superintendent.
- E. Each teacher will serve on the curriculum study committee of the teacher's choice. Additional curriculum study committees may be established or removed by the Curriculum Council if needed. Additional ad hoc subcommittees may be established as necessary. Each teacher shall choose from the following committees, and remain on that committee for at least one year:

Special Education
Music
Art
Social Studies
Math
Health
Gifted/Talented

Science
Vocational-Technical Skills
Library
Guidance, Research, & Development
Language Arts
Physical Education
Computer Science

A roster of committee members will be developed from attendance taken at first committee meeting. Special care should be taken to have elementary grade levels represented on the study committees to insure adequate input from each grade level.

- F. Each committee will select a chair to serve the following year at the November meeting, every year.
- G. Committees composed of all teachers from each grade level in the elementary schools shall be established. Departmental committees will be established at the junior and senior high school level. These committees will be composed of those teachers whose major teaching assignment is in that department.
- H. All curriculum study committees have responsibility for the K-12 curriculum in the cognizant areas; curriculum study committees shall meet on the first Tuesday of October in conjunction

with a half day of professional development and the first Wednesday of March with early dismissal. Departmental and grade level meetings will meet on the first Wednesday in November and the first Tuesday of February with early dismissal.

- I. Screening committee meetings made up of the chair persons of each grade level and the chair persons of the curriculum study groups shall meet on the fourth Tuesday of January and second Tuesday of November to discuss the study committees' progress and share concerns to be discussed in the respective departmental meetings. The screening committee shall meet and act as a screening committee for all proposals to be presented to the Curriculum Council. The C.H.E.A. curriculum chair will preside at these meetings. Minutes of these meetings will be forwarded to the Curriculum Council chair prior to their next meeting. All meetings under this paragraph shall be held other than during regular school hours.
- J. Additional study committee meetings and screening committee meetings may be called when necessary, after school hours.
- K. The Curriculum Council will meet the second Tuesday of January for organization and direction giving to individual study groups for yearly goals, the third Tuesday of November for final approval of any proposal involving monetary expense/staff changes. Additional meetings may be called at any such times as may be agreed upon by the members of this committee. All meetings under this paragraph shall be held other than during regular school hours.
- L. Proposals will be processed as follows:
 1.
 - a. A curriculum teaching method or textbook change is studied; a proposal is formulated and accepted in the curriculum study committee. Proposals shall be forwarded to the appropriate building principal concurrent with the presentation to the screening committee by the study committee chair. The screening committee will adopt, reject with the reason stated, or send back to the committee for more information.
 - b. When a curriculum change is desired that cannot be accepted by the curriculum study committee because of time, the following procedure will be followed:
 1. The principal, the teacher or teachers, the study committee chair, and the department or grade level chair that would be involved will formulate a proposal.
 2. The recommended proposal will be presented at a special meeting of the Curriculum Council under the existing rules for additional meetings (Art. 8, Section K).
 3. The recommendation will then proceed through the curriculum process according to Article 8, Section L, paragraphs 4-6.
 2. The secretary of the screening committee will forward an appropriate number of copies of recommendations to the council chair for distribution to the Curriculum Council members within one week after each meeting.
 3. The recommended proposal is presented at a scheduled meeting of the Curriculum Council by a curriculum study committee chair or person designated by the chair.

4. The recommendation is discussed by the council and either passed or referred back to the study committee for further study and possible revision.
5. When a committee recommendation has been passed by the Council, the Council chair shall make the necessary arrangements for the committee chair or designee to present the recommendation to the superintendent for approval. Proposals should be submitted prior to December 1, in order to be fully considered for implementation in the ensuing school year. If approved, the chair shall present the proposal at the next regular Board meeting. Reasons for rejection shall be furnished in writing to the Council chair. Proposals accepted by the Board shall be implemented in a reasonable length of time.
6.
 - a. A six year adoption cycle will be implemented to aid in budget planning and regular review of each area of the curriculum. The cycle will be: 1. science and health education; 2. computer science and PE; 3. vocational education and special education; 4. language arts and library; 5. social studies and fine arts; and 6. mathematics, guidance and gifted.

Beginning with the 89-90 school year on cycle 1

1989-90 language arts and library
 1990-91 social science and fine arts
 1991-92 mathematics, guidance, gifted
 1992-93 science and health education
 1993-94 computer science and PE
 1994-95 vocational education & special education
 1995-96 language arts and library
 1996-97 social science and fine arts
 1997-98 mathematics, guidance, gifted
 1998-99 science and health education
 1999-2000 computer science and PE
 2000-2001 vocational education & special education

- b. Two years prior to review year the committee will be notified by the Curriculum Council that they will be coming up for review. The committee will then begin review of their curriculum and materials to be presented to the Curriculum Council two years hence. This will allow adequate time for a thorough review.
- c. Application for deviation to the six year adoption cycle may be made to Curriculum Council.

ARTICLE 9 - QUALIFICATIONS AND ASSIGNMENTS

- A. The Board of Education intends to employ the best qualified persons available as teachers in its school system.
- B. Since pupils are entitled to be taught by teachers who are working within their area of competence, teachers shall not be assigned, except temporarily and for good cause, outside the scope of their teaching certificates or their major or minor field of study and the Association shall be so notified in each instance. It is expected that teachers hired in specialty areas (i.e. special education, music, physical education) will remain in those specialty areas for at least three (3) years after hire if the positions continue to exist. It shall be the duty of the superintendent to notify new hires of this expectation.

- C. All teachers shall be given written notice of their teaching assignments for the forthcoming year as soon as possible. In the event that changes in such schedules are proposed, all teachers affected shall be notified promptly and consulted. In no event will changes in a teacher's previous schedule be made later than thirty (30) days preceding the commencement of the school year, unless an emergency situation requires same.
- D. Any assignments in addition to the normal teaching schedule during the regular school year, shall not be obligatory, but shall be with the consent of the teacher. Preference in making such assignment will be given to tenure teachers regularly employed in the district.

ARTICLE 10 - VACANCIES, PROMOTIONS AND TRANSFERS

- A. "Temporary vacancy" shall mean a bargaining unit position held by a teacher on a leave of absence. Teachers on layoff from the district shall be offered any temporary vacancy for which they are certified and qualified, according to seniority.

The acceptance or refusal of a temporary position shall not affect a teacher's recall rights to a full or part time permanent vacancy. Provided, however, that refusal of a temporary position shall be binding on the teacher so refusing and shall be irrevocable for the duration of the temporary position refused.

- B. "Permanent vacancy" shall mean a bargaining unit position newly created (including, but not limited to, positions created by increased enrollment, revised curriculum, and increased sections at grade/subject levels) or a bargaining unit position the Board determines to fill, which is vacant because of the resignation, retirement, dismissal for cause, or death of the teacher assigned to said bargaining unit position.
 - 1. Whenever any permanent bargaining unit vacancy, including Schedule B positions, exists, the Board shall publicize the same by posting the vacancy in each building/teachers lounge for a period of not less than five (5) work days. A copy of the posting shall be forwarded to the Association. Postings of permanent vacancies which occur during the summer months shall be mailed to the Association president and designated Association representative for each building.
 - 2. Any teacher possessing the proper certification to apply for such vacancy may do so in writing to the superintendent's office within the five (5) day period. The Board agrees to give due weight to professional background and attainments of all applicants, length of service in the district, class level, area of specialization and other relevant factors. An applicant with less service in the district shall not be awarded such position unless the applicant's qualifications are substantially superior.
 - 3. Requests by a teacher for transfer to a different class, building, or position shall be made in writing, on forms furnished by the Board, one copy of which shall be filed with the superintendent and one copy shall be filed with the Association. The application shall set forth the reasons for transfer, the school, grade or position sought, and the applicant's academic qualifications. Such request shall be renewed once a year to assure active consideration by the Board. If a request for transfer is denied, the teacher will be notified in writing with the reason for denial stated.
 - 4. In the event a grade 7-12 teaching position becomes a permanent vacancy during the school year, the Board shall post and fill the vacancy as provided above. However, the

transfer of the successful applicant into the position shall be at the semester's end if the successful applicant is currently regularly assigned to an active teaching assignment (in which case the vacancy created by said transfer shall not be posted as a permanent vacancy but shall be filled as a temporary vacancy until the end of the school year). Grade K-6 mid-year vacancies shall not be filled by transfer of currently assigned teachers during a school year.

- C. Any teacher who shall be transferred to supervisory or executive position and shall later return to a teacher status shall be entitled to retain such rights as the teacher may have had under this agreement prior to such transfer to supervisory or executive status.
- D. Involuntary transfers of assignments (including change of grade, class or subject) shall not be imposed arbitrarily or capriciously.
- E. In the event of a layoff, involuntary transfers may be made to allow a laid off teacher to return to a position for which the teacher is certified and qualified.
- F. Teachers assigned to an elementary combination room shall retain their right of reassignment to the grade level previously held at the first opportunity.

ARTICLE 11 - ILLNESS OR DISABILITY

- A. Sick leave may be earned in the following manner:
 - 1. Probationary teachers shall be credited with ten (10) days per school year.
 - 2. Tenure teachers shall be credited with fifteen (15) days per school year.
 - 3. If a teacher terminates service before the end of the first contract term, a deduction will be made for all sick leave used in excess of one (1) day per month if a probationary teacher. If a tenure teacher, the deduction will be for all sick leave used in excess of two (2) days per month. This deduction will equal 1/184 of the teacher's salary for a full year teacher.
- B. 1. Sick leave shall be credited on the initial day of employment each year. Sick leave shall accumulate to a maximum of 120 days.

All teachers who at the end of any given academic year, have accumulated in excess of 120 days as of July 1, shall be reimbursed for each day over 120 days as specified below, and their balance corrected to 120 days.
- B. 1. a. The Board shall establish a fund in an amount not to exceed \$5,000.00 for purposes of reimbursing teachers with excess sick leave (over 120 days). The reimbursement rate shall be established by dividing the \$5,000.00 maximum fund amount by the total number of reimbursable (excess) days, except that the reimbursement amount shall in no event exceed \$225.00 for any individual teacher regardless of the number of reimbursable days. Any excess money remaining from the reimbursement fund after distribution for each academic year, shall be returned to the Board and there shall be no moneys carried over from year to year in this fund. All reimbursement amounts shall be deposited directly into the teacher's annuity under Article 4 c. of this agreement.

- B. 2. Retirement Benefit - Any teacher eligible under State of Michigan law to retire and who does so shall be reimbursed for each accumulated day of sick leave as of the effective day of retirement as specified below:
- B. 2. a. At the end of each academic year, the Board shall establish a fund in an amount not to exceed \$10,000 for purposes of reimbursing teachers who have retired during that academic year for their accumulated sick leave. The reimbursement rate shall be established by dividing the \$10,000 maximum fund amount by the total number of days, except that the reimbursement amount shall in no event exceed \$1,800.00 for any individual teacher, regardless of the number of reimbursable days. Any excess moneys remaining from the reimbursement fund after distribution for each academic year shall be retained by the Board and there shall be no moneys carried over from year to year in this fund.
- B. 2. b. All retiring teachers eligible for reimbursement under Section B. 2. and B.2. a. above, shall choose one of the following options for receipt of the reimbursement amounts for which they are eligible:
- Option 1: The teacher shall be paid the reimbursement amount in a lump sum.
- Option 2: Upon exhaustion of the contractually provided health care benefits, the Board shall provide, without cost, MESSA Super Care 1 and/or MESSA Limited Medicare Supplement for the teacher's entire family until the amount for which the teacher is entitled to reimbursement under Sections B. 2. and B. 2. a. has been exhausted.
- B. 2.c. Teachers retiring under the Universal Buy-In provision may elect to be reimbursed \$45 for each accumulated day of sick leave as of the effective day of retirement instead of the share of the fund calculation as provided in B.1.a and B.2.a.
- B. 3. If any teacher dies after having accumulated five (5) years of service to the Chippewa Hills Public Schools, a reimbursement amount computed as described below, shall be paid to the person designated by the teacher in writing on a form supplied by the administration, or if that person is deceased at the time of reimbursement, to the teacher's heirs at law. Teachers who have accumulated at least five (5) years of service, but less than ten (10) years of service shall be eligible for reimbursement for one-half (1/2) of their accumulated sick leave days and teachers who have accumulated at least ten (10) years of service shall be eligible for reimbursement of all of their accumulated sick leave days, with the reimbursement rate determined as described below.
- B. 3.a. At the end of each academic year, the number of accumulated sick leave days for which any teacher (who dies during that academic year) is eligible for reimbursement shall be included in the pool of reimbursable days for teachers retiring during that academic year, as provided under Section B. 2. of this agreement, and the reimbursement rate per day shall be computed for all reimbursements under either B. 2. or B. 3. on the basis of the combined pool of reimbursable days (and subject to the same limits already provided in Section B. 2.a.)
- C. Sick leave may be utilized for personal illness, personal injury, and illness or death in the teacher's immediate family. All unused sick days shall be noted on each paycheck. Sick leave shall not be deducted for school sponsored or related activities.
1. Prolonged Disability - A prolonged disability shall be defined as absence from work for five (5) consecutive days or more. Any teacher shall notify the building principal upon the determination that the period of absence will be five or more days so that further arrangements may be made with the substitute to assure better

continuity of education. The notice shall contain the anticipated number of days absent. Changes therefrom may be made only after a written doctor's notice of ability to return at least one day in advance of return.

2. **Anticipated Prolonged Disability** - Any teacher who can anticipate prolonged disability (such as scheduled surgery, other confinement to home or hospital including maternity) shall notify the building principal in writing as soon as possible. The notification shall contain the projected dates of confinement. It is understood that use of sick leave shall be only for the duration of the actual incapacity and the Board reserves the right of written verification from a physician. In cases of childbirth, notification shall be at least thirty (30) calendar days in advance of the projected period of confinement.
- D. Junior high and senior high school teachers are responsible for notifying the central administration office by 6:15 a.m. for requesting the use of a sick leave day. Elementary teachers are responsible for notifying the central administration office by 7:00 a.m. for requesting the use of a sick leave day. Every effort should be made to contact the central office. If this is impossible, the teacher should call the building principal. If a teacher knows the absence will be extended another day or more, the building principal shall be notified before the school day ends.
 - E. A teacher who is unable to perform an assigned function due to personal illness or injury and who has exhausted all accumulated sick leave, may be granted a leave of absence for the remainder of the school year at the teacher's request. This may be extended at the discretion of the Board.
 - F. **SICK LEAVE BANK** - At the beginning of each school year an open enrollment period, commencing on the first teacher workday and being thirty (30) calendar days in length, shall be made available for teachers to enroll in the sick leave bank. New teachers hired after the open enrollment period shall have thirty (30) calendar days to enroll in the bank. Each teacher enrolling in the bank will contribute one (1) day of sick leave to the bank.

Teachers opting to not enroll in the sick leave bank during the open enrollment period or within thirty (30) calendar days of their hiring shall be denied membership to the bank for the duration of that school year.

Members opting to terminate their membership in the sick leave bank may do so only during the open enrollment period. Days contributed by the member withdrawing shall remain in the bank.

Members borrowing sick leave days from the bank will be required to repay those days. Full-time employees will be required to repay those days with a minimum of five (5) days per year until all days borrowed from the bank are repaid. Less than full-time employees will be required to repay those days at the appropriate prorated minimum per year until all days borrowed from the bank are repaid. Payback will be made at the onset of the school year subsequent to the year that the days were borrowed.

Other teachers may, on behalf of the borrowing member, repay the sick leave days borrowed according to the payback guidelines. Intent to do so by another teacher must be submitted in writing to the superintendent's office and to the sick leave bank committee prior to or during the open enrollment period.

Members who have not repaid the days borrowed from the sick leave bank and are requesting to terminate their membership in the bank, shall be obligated to repay those days at the

appropriate minimum rate until all days borrowed are repaid.

Teachers, including those filling temporary vacancies, who elect to become members of the sick leave bank, borrow days from the bank, and terminate their employment with the Chippewa Hills School District before all days borrowed from the bank are repaid, shall have their per diem pay withheld for all days not repaid. The sick leave bank shall be credited with these repaid days.

Other teachers may, on behalf of the borrowing member who is terminating employment, repay the sick leave days. In this situation, intent to repay the days borrowed, on behalf of the teacher terminating employment, must be submitted in writing to the superintendent's office and the sick leave bank committee within five (5) calendar days of the submission of the teacher's resignation.

When the sick leave bank is depleted to 100 days members will contribute one (1) day of their sick leave. Necessary additions will be made at the beginning of each school year, and are to be made after all repayments have occurred.

The sick leave bank will be controlled by a committee composed of two (2) teachers selected by the Association and two (2) administrators appointed by the superintendent.

If there is a question as to the length of time necessary for convalescence or the teacher's ability to return to work, a Board-appointed physician paid by the Board will determine the extent of the convalescence or ability to return to work.

Decisions and actions of the committee shall be final and not subject to the grievance procedure.

- G. Two (2) days of a teacher's sick leave may be used per year for business leave. If the days are not used for business leave, they shall accumulate as sick leave. Business leave may be taken 1/2 day at a time if a substitute teacher is available.
- H. Business leave shall be granted to a teacher by the superintendent in order to permit the teacher to transact business which cannot be conducted either after the regular school day or on the weekend. Granting of such leave shall not be unreasonably withheld, provided that the administration may restrict the number of business leave days granted on any particular day on the basis of anticipated availability of adequate substitutes or because of a negative impact on the educational program.
- I. Twenty-four (24) hours advance written notice must be submitted to the superintendent or designate when requesting the use of the above listed leave, except when an emergency situation dictates otherwise.

The first such day requested annually under paragraph G. of this article, shall be accompanied by a written statement affirming that the business to be conducted cannot be conducted either after the regular school day or on a weekend. All requests for the second annual business leave day shall specifically identify the purpose for taking the leave and the teacher shall upon request, furnish such documentation as the superintendent may require of (1) inability to conduct such proposed business after the regular school day or on a weekend, (2) actual attendance at proposed business function, or (3) such other information as may be deemed necessary to evaluate the appropriateness of the leave.

- J. There will be no loss of leave days or pay to teachers who prearrange sick leave or business leave days when schools are closed because of inclement weather

K.

1. Teachers absent from duty because of death of a member of the immediate family or a relative with whom they may at the time be living, may draw a regular salary not to exceed three (3) days per occurrence. These days are independent of sick leave days and are not cumulative. If necessary, the provisions of paragraph A. may be used.
2. The term "immediate family" for purposes of this paragraph K., shall be defined to include: spouse, children or stepchildren, parents or stepparents, brothers or stepbrothers, sisters or stepsisters, grandparents or grandchildren, parents in law, and daughters- or sons-in-law of the teacher or spouse, and an individual living with the teacher on a non- commercial basis. Notification for leave for a funeral is expected as soon as practicable.
3. Teachers may use sick leave to attend a funeral of a person not in the immediate family, unless the teacher's classes are covered by other teachers. In that case, no leave days would be used.

- L. A pregnant teacher may commence unpaid maternity leave at her option, any time after confirmation of pregnancy by her doctor. The board of education desires the beginning and ending date to correspond as nearly as possible with the beginning and ending of a school year or semester.

In the event of miscarriage or death of the object child of the leave, the leave of absence may be terminated by the Board, upon the request of the teacher. For seniority and salary schedule purposes, the teacher shall be given credit for a full semester during the time said leave was granted. The granting of such leave will in no way interrupt seniority and rights attendant thereto.

If a teacher chooses to treat the delivery of her child as a temporary disability and use sick leave during her absence from school, she must have her physician's statement of fitness to return to work or the teacher may at that time choose to go on unpaid leave.

The parties expressly agree that the terms of this maternity leave provision shall be subject to federal law and guidelines.

- M. The employer shall pay to any teacher the difference between the teacher's salary and benefits received under the Michigan Workers' Compensation Act for the duration of absence due to injury or illness incurred in the course of the teacher's employment, provided that the teacher's sick leave days shall be charged on a pro rata basis, until the teacher's sick leave is exhausted, at which time such payments shall terminate.

ARTICLE 12 - PROFESSIONAL, CIVIC, JURY AND ASSOCIATION LEAVE

- A. At the beginning of every school year, each teacher shall be credited with a minimum of two (2) days to be used for the teacher's professional improvement. The teacher planning to use a professional improvement day shall request permission from the building principal at least two (2) days in advance of the absence. Additional days for professional improvement may be granted by the Board at the request of the teacher. Granting of such requests shall not be unreasonably withheld. Professional improvement days shall be used for the purpose of:

1. Visitation to view other instructional techniques or programs
 2. Academic conferences, workshops, or seminars
- B. Any teacher called for jury duty during school hours or who is subpoenaed to testify during school hours in any judicial or administrative matter, shall be paid the difference between compensation received for such duty and their salary for such time spent on jury duty or giving testimony, without deduction from leave days.

Any teacher called away from the classroom during the school day because of a second job or public service position (i.e. fire fighter, EMT, township official) shall reimburse the district an amount equal to the compensation realized by the second job or public service position. Leave time will not be deducted.

- C. Official delegates of the Association shall be entitled to attend official sessions of the Michigan Education Association Representative Assembly and other local, state or National Education Association business without loss of pay limited to a total of ten (10) teacher days per school year. The last five (5) such days shall be subject to the approval of the superintendent, and the Association shall be responsible for paying the wages of the substitute (if one is necessary) for said last five (5) days.
- D. To demonstrate the Board's support and interest in better education, the Board may provide up to ten (10) days per school year leave with pay for those teachers who are duly elected or appointed office holders in state and national professional and educational organizations.

ARTICLE 13 - SABBATICAL LEAVE

- A. The Board of Education may grant a sabbatical leave in accordance with Section 1235 of the 1976 School Code, as amended, provided the teacher shall submit to the Board of Education along with said application, a statement showing how the sabbatical leave will fulfill the needs of the district and how it will improve the teacher applicant. As a general proposition, a sabbatical leave will not be granted unless the teacher can show to the Board of Education that the leave will serve to improve his/her abilities and increase his/her value to the school district through either formal study, research and/or writing and other activities which the Board may from time to time approve upon the recommendation of the superintendent.

Such applications shall be filed prior to May 1 of the preceding school year in order to be considered by the Board. The granting of such leave shall not be unreasonably withheld.

- B. A sabbatical leave granted by the Board of Education, shall be without pay and without accrual of benefits during the leave of absence. However, upon restoration to the teaching position and after filing a written report regarding the accomplishments made during the sabbatical leave (including any research which may have been written during said period of time) the teacher's former benefits shall be restored to the teacher and in addition thereto, the teacher shall be moved to the next step of the salary schedule, i.e., time off will be treated as though the teacher had taught in the district the previous year. The teacher shall have the obligation to file a written notice of intent to return with the Board of Education by March 1st of the school year in which sabbatical leave expires.

ARTICLE 14 - UNPAID LEAVE

- A. A leave of absence of up to one (1) year may be granted to any teacher, upon application, for the purpose of participating in exchange teaching programs in other school districts, states, territories or countries; foreign or military teaching programs; the Peace Corps, Teacher Corps or Job Corps as a full time participant in such programs; or a cultural travel or work program related to professional responsibilities; provided said teacher states in writing, an intention to return to the system.
- B. A leave of absence of up to one (1) year may be granted to any teacher upon application, for the purpose of engaging in study at an accredited college or university reasonably related to professional responsibilities.
- C. A leave of absence of up to one (1) year may be granted upon application, for the purpose of serving as an officer of the Michigan Education Association or the National Education Association.
- D. A leave of absence of one (1) year may be granted to any teacher, upon application, for the purpose of campaigning for, or serving in, a public office.
- E. A leave of absence not to exceed one (1) year may be granted to any teacher for the purpose of child care.
- F. None of the above leaves shall be unreasonably withheld. A teacher on any of the above leaves shall state in writing by March 1st, an intention to request a renewal of the leave or to return to the school system or the teacher's position will be declared vacant. Upon return from such leave, the teacher shall be placed at the same position on the salary schedule as the teacher would have been had the teacher taught in the system during such period.
- G. 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, the teacher shall be placed at the same position on the salary schedule as the teacher would have been had the teacher taught in the district during such period. Members of the bargaining unit who are placed on military leave and who subsequently qualify for schooling under the GI Bill may have their leave extended for a period of one (1) year. Application for such leave shall be filed within thirty (30) days from the official discharge date and shall be subsequent to proof of registration in a degree granting college or university.

ARTICLE 15 - ACADEMIC FREEDOM

- A. The parties seek to educate young people in the democratic tradition, to foster a recognition of individual freedom and social responsibility, to inspire meaningful awareness of and respect for the Constitution and the Bill of Rights and to instill appreciation of the values of individual personality. It is recognized that these democratic values can best be transmitted in an atmosphere which is free from censorship and artificial restraints upon free inquiry and learning, and in which academic freedom for teacher and student is encouraged.
- B. Academic freedom shall be guaranteed to teachers. Limitations shall be placed upon study, investigation, presenting and interpreting facts and ideas concerning the human race, human society, and physical and biological world and other branches of learning. The limitations are as follows:

1. The teacher must submit an outline and/or a request to the building principal or immediate supervisor prior to using materials or resource speaker in any area deemed "controversial" by the teacher and building principal.
2. The teacher will exercise responsibility and prudence and must realize that teaching in an elementary or secondary school places special responsibility upon the teacher to carefully consider the maturity level of the student and the special circumstances that surround the teacher/learner relationship.
3. If a controversial issue is presented, it shall be the responsibility of the teacher to have both sides presented.

ARTICLE 16 - TEACHER EVALUATION AND PROGRESS

- A. The performance of all teachers shall be evaluated in writing. Probationary teachers shall be observed and evaluated at least three times during the school year; during the second month following the teacher's commencement of service, prior to the end of the first semester, after the teacher's commencement of service, and within sixty (60) days prior to the end of the probationary school year. Tenure teachers shall be evaluated at least once every school year, at least sixty (60) days prior to the end of the school year.
- B. Evaluations shall only be conducted by a building principal or other full time administrator. Each observation shall be made in person for a minimum of thirty (30) consecutive minutes, provided, however, that the principal/administrator will not observe more than four (4) teachers per day. All observation of the 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. In making evaluations, the principal will not take into consideration any prior infraction which occurred more than two (2) years previously, unless it is recurrent behavior.
- C. A copy of the written evaluation shall be submitted to the teacher at the time of a personal interview within five (5) days of the observation. One copy of the evaluation will be signed and returned to the administration; the other will be retained by the teacher. In the event that the teacher feels the evaluation was incomplete or unjust, the teacher may put any objections in writing and have them attached to the evaluation report to be placed in the teacher's personnel file. The teacher shall be provided with not more than five (5) days to write a rebuttal. Until this rebuttal has been attached or a statement written by the teacher that no rebuttal shall be written, the evaluation shall not be transmitted to the superintendent or the Board. Nothing in this paragraph shall prohibit an informal conference prior to the issuance of the written evaluation by the principal.
- D. All evaluations shall consist of but not be limited to, a descriptive statement of the teacher's performance in the following areas:
 1. Knowledge of subject matter
 2. Techniques of instruction
 3. Classroom management
 4. Relationships with pupils and professional colleagues

Each teacher's evaluation shall include at the conclusion of the report, the statement:
"Considering all factors, the performance of this teacher is

_____ Satisfactory, _____ Needs Improvement, _____ Unsatisfactory."

See Appendix C for evaluation form

In addition to the above evaluation, the probationary teacher's evaluation shall include an Individualized Development Plan (IDP) developed by the supervising building principal, the probationary teacher, and the mentor. The probationary teacher's evaluation shall include an assessment of the teacher's progress in meeting the goals of his or her Individualized Development Plan

The IDP and teacher's evaluation shall be done on the forms provided in Appendix C of the Master Agreement.

Failure of the school district to comply with the evaluation procedure with respect to an individual teacher in a particular school year is conclusive evidence that the teacher's performance for that school year was satisfactory.

- E. A teacher shall have the right to review the contents of all records of the district pertaining to said teacher originating after original employment and to have a representative of the Association accompany the teacher in such review. No material originating after original employment will be placed in the teacher's personnel file unless the teacher has had an opportunity to review the material. The teacher may submit a written notation regarding any material in question. If the teacher believes that material to be placed in the teacher's file is inappropriate or in error, the teacher may receive adjustment, provided cause is shown, through the grievance procedure whereupon the material will be corrected or expunged from the file. If the teacher is asked to sign material placed in the teacher's file, such signature shall be understood to indicate awareness of the material, but in no instance shall said signature be interpreted to mean agreement with the content of the material. A statement to this effect shall precede the teacher's signature. All recommendations, written or oral, shall be based solely on the contents of the teacher's personnel file.
- F. No later than sixty (60) days prior to the end of the probationary year, the final written evaluation report will be furnished to the superintendent covering each probationary teacher. A copy shall be furnished to the teacher. If the report contains any information not previously made known to and discussed with the probationary teacher, the teacher shall have an opportunity to submit additional information to the superintendent.
- G. No teacher shall be disciplined, reprimanded, reduced in rank or compensation without just cause. Any such discipline, reprimand, reduction in rank or compensation shall be done in privacy, with only the teacher, the Association representative and the administrators present. All information forming the basis for disciplinary action will be made available to the teacher.
- H. If any evaluator finds a teacher lacking, the reasons therefore shall be set forth in specific terms as shall an identification of the specific ways in which the teacher is to improve and of assistance to be given by the administrator and other staff members.
- I. The Board and the Association recognize that the ability of pupils to progress and mature academically is a combined result of school, home, economic, and social environment and that teachers alone cannot be held accountable for all aspects of the academic achievement of the pupil in the classroom. Test results of academic progress of students shall not be used in any way as evaluative of the quality of a teacher's service or fitness for retention.

ARTICLE 17 - PROFESSIONAL BEHAVIOR

The Association recognizes that abuse of sick leave or other leaves, chronic tardiness or absence, willful deficiencies in professional performance, or other violations of discipline by a teacher reflect adversely upon the teaching profession and create undesirable conditions in the school building. The Board shall notify the teacher in writing of alleged delinquencies, indicate expected correction, and where appropriate, indicate a reasonable period of time for correction. Alleged breaches of discipline shall be promptly reported to the offending teacher. The Association will use its best efforts to correct breaches of professional behavior by any teacher when the Board notifies the Association of such breaches.

ARTICLE 18 - PROFESSIONAL GRIEVANCE PROCEDURE

- A. A grievance is defined as an alleged violation of the express terms of this contract.
- B. The grievant may invoke the formal grievance procedure on the grievance form, signed by the grievant and a representative in the teacher's building. A copy of the grievance form shall be delivered to the principal or supervisor. If the grievance involves more than one school building, it may be filed with the superintendent or a representative designated by the superintendent. The grievance must be filed within twenty (20) school days of its alleged occurrence. School day meaning whenever central office is open for business.
- C. Within five (5) school days of receipt of the grievance, the principal or supervisor shall meet with the Association in an attempt to resolve the grievance. The principal or supervisor shall indicate a disposition of the grievance, in writing, within three (3) school days of such meeting and shall furnish a copy thereof to the Association. A copy of the grievance and the disposition in writing shall be forwarded to the superintendent by the principal or supervisor.
- D. If the Association is not satisfied with the disposition of the grievance or if no disposition has been made within eight (8) school days from the date of the filing, whichever shall be later, the grievance shall be transmitted to the superintendent. Within six (6) school days the superintendent or designate shall meet with the Association on the grievance and shall indicate a disposition of the grievance, in writing, within four (4) school days of such meeting and shall furnish a copy thereof to the Association.
- E. If the Association is not satisfied with the disposition of the grievance by the superintendent or designate or if no disposition has been made within four (4) school days of such meeting, or ten (10) school days from the date of filing with the superintendent, whichever shall be later, the grievance shall be transmitted to the Board by filing a written copy thereof with the secretary of the Board and the superintendent or other designate of the Board at least ten (10) school days in advance of the next regularly scheduled Board meeting. No grievance need be heard at a Board meeting without such ten (10) school days advance filing, unless the Board shall waive said time limit. The superintendent shall notify the Association of the hearing date. Disposition of the grievance, in writing, by the Board, shall be made no later than fourteen (14) school days thereafter. A copy of such disposition shall be furnished to the Association.
- F. If the Association is not satisfied with the Board's disposition or if no disposition has been made within fourteen (14) school days of the Board hearing, the grievance may be submitted

to arbitration before an impartial arbitrator. The demand for arbitration shall be made within fourteen (14) school days after the Board disposition or the deadline for the Board disposition, whichever comes first. If the parties cannot agree to the arbitrator within five (5) school days from the notification date that the arbitration will be pursued, the arbitrator shall be selected by the American Arbitration Association in accordance with its rules which shall likewise govern the arbitration proceeding. The Board and the Association shall not be permitted to assert in such arbitration proceeding, any ground or to rely on any evidence not previously disclosed to the other party. The arbitrator shall have no power to alter, add to or subtract from the terms of this agreement.

- G. The decision of the arbitrator shall be final and conclusive and binding upon employees, the Board and the Association, subject to the right of the Board and the Association to judicial review and any lawful decision of the arbitrator shall be forthwith placed into effect.
- H. Arbitration proceedings shall be subject to the following:
1. The cost of arbitration shall be shared equally by the parties. Each party shall assume its own cost of calling witnesses.
 2. Time limits provided in this article shall be strictly observed but may be extended by a 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.
 3. Nothing contained herein shall be construed to prohibit an individual teacher from presenting a grievance and having the grievance adjusted without intervention of the Association if the adjustment is not inconsistent with the terms of this agreement, provided that the Association has been given an opportunity to be present at such adjustment.
 4. As regards any grievance filed on a matter within the jurisdiction of the Tenure Commission, the teacher shall elect either binding arbitration or the procedures provided in the Michigan Teacher's Tenure Act. If a teacher requests a hearing before the Board on tenure charges, the teacher thereby waives the right to arbitrate the matter.
 5. Allegations of unfair labor practices listed below shall not be subject to binding arbitration:

Bad faith bargaining, reprisals for union activity, illegal assistance of a labor organization, interference with the internal operation of a labor organization and interference with the composition of a bargaining team.
- I. No matter may be withdrawn from arbitration except by mutual written consent.
- J. If either party disputes the arbitrability of any grievance under the terms of this agreement, the arbitrator shall have no jurisdiction to act until the matter has been determined by the arbitrator to be within the arbitrator's jurisdiction, the decision to be made at the hearing. In the event that a case is appealed to the arbitrator on which the arbitrator has no power to rule, it shall be referred back to the parties without decision or recommendation on its merit.
- K. More than one grievance may not be considered by the arbitrator at the same time except on express written mutual consent and then only if they are of similar nature.

- L. If a teacher shall fail to act within the time limits specified in this article, or leave the employ of the Board, except where the remedy would benefit the grievant regardless of the grievant's employment, all further proceedings on a previously instituted grievance shall be barred.
- M. All preparation, filing, presentation or consideration of grievances shall be at times other than when a teacher or a participating Association representative are to be at their assigned duty stations.
- N. Where no wage loss has been caused by the action of the Board complained of, the Board shall be under no obligation to make monetary adjustments and the arbitrator shall have no power to order one.
- O. Arbitration awards or grievance settlements will not be made retroactive beyond the date of the occurrence or nonoccurrence of the event upon which the grievance is based. In no event, however, shall the settlement be earlier than thirty (30) days prior to the date on which the grievance is filed, except in cases involving wage loss.

ARTICLE 19 - MAINTENANCE OF STANDARDS

- A. The Board agrees that it will not unilaterally alter or decrease the wages, hours, and working conditions guaranteed by this agreement during its term. Further, the Board agrees that it will treat all teachers in a substantially consistent manner.
- B. The duties of any teacher or the responsibilities of any position in the bargaining unit will not be substantially altered or increased without prior negotiations with the Association.

ARTICLE 20 - REDUCTION OF PERSONNEL

- A. In the event that a professional staff reduction becomes necessary due to economic or fiscal conditions of the district, change in curriculum, or a reduction in student enrollment, the following shall apply:
 - 1. The Board agrees to notify the Association when the possibility of reduction of professional staff exists. At this time, the Association will be provided with the reasons leading to this decision.
 - 2. All teachers to be laid off shall be given sixty (60) calendar days notice prior to the effective date of the layoff. Provided, that initial notice of layoff may be given by the superintendent of schools, subject to subsequent ratification by the Board. This provision shall apply to mid-year layoffs occasioned by another teacher returning from a leave of absence, as well as layoffs for other reasons under Section A., above. Provided, further, that the Board shall make reasonable efforts to implement layoffs at the end of an academic year.
 - 3. Prior to June 1 of each year, the Board shall, to the best of its ability in light of available information, notify those employees who might potentially be subject to layoff during the ensuing academic year.
- B. Benefits for Released Teachers

1. A teacher who has been released because of staff reduction shall, upon written request, have priority on the substitute list, according to seniority.
 2. Provisions for early retirement shall be made for the teacher who may wish to do so, providing there is no conflict with established state retirement policies.
 3. Any teacher who would have qualified for retirement during the reduction year, shall be permitted to teach that year so as to acquire needed service.
 4.
 - a. Leaves of absence shall be granted by the Board upon written request when reduction of staff is necessary, provided that the leave prevents a layoff of another teacher and does not cause a substantial disruption of the educational programs of the district. Requests for such leave must be made within thirty (30) calendar days of the notification of layoff(s) or thirty (30) calendar days from when notification was due, whichever occurs later.
 - b. Leaves, in accordance with this section, shall be granted only for the duration of the academic year in which they are effectuated, subject to renewal application, as provided below.
 - c. If a teacher on leave, in accordance with this section, wishes to apply for a renewal of said leave, application for same must be submitted in writing to the office of the superintendent not later than March 1st of the year of leave. Renewal shall be granted only if such will still prevent the layoff of another teacher.
 - d. During a leave of absence, the teacher's seniority shall remain unbroken despite such leave, and accumulated sick leave shall not be canceled, but shall remain credited to the teacher. The fact that a teacher is placed on a leave of absence under this section shall not result in the loss of status or credit for previous years of credit. Upon return to active assignment, the teacher shall receive credit (up to a maximum of one year) for purposes of movement on the salary schedule steps.
- C. If a reduction of staff is necessitated in accordance with the above provisions, a reduction of personnel will be made according to the following:
1. "Seniority" for the purposes of this reduction, shall be defined as non-terminated years of employment in the school district.
 - a. Leaves of absence shall not be considered termination; seniority date shall be either:
 1. Date of Board approval of the teacher's initial contract or
 2. Date of first day worked, whichever comes first.

In the event the above dates are identical, the selection will be by a random selection mutually agreed to by the Association and the Board.
 - b. A seniority list of all teachers shall be prepared by the Board by November 1 and verified by the Association within not more than twenty (20) calendar days of its issuance. Any alleged errors in the seniority list may not be the basis of any

grievance if not appealed within twenty (20) calendar days of the error's first appearance in the seniority list issued by the Board.

2. "Certification" for purposes of this agreement, shall be determined as follows:
 - a. For the purposes of "layoff", the areas which a teacher is certified to teach shall be those areas set forth on the individual's teaching certificate on file at the central office as of the date that the Board of Education adopts the formal resolution to institute layoffs.
 - b. For the purpose of recall, the area which a teacher is certified to teach shall be those areas set forth on the individual's teaching certificate on file at the central office as of the date written notice of recall is sent.
 - c. It is the responsibility of each teacher in this bargaining unit to have on file at the central office a current teaching certificate from the Michigan Department of Education. It is further the responsibility of each teacher to make certain that their teacher certificate on file at the central office contains the proper and complete teaching endorsements to which the teacher is entitled.
 - d. It is the responsibility of the teacher, whether on layoff or employed, who received or is entitled to additional endorsement(s) on the teacher's teaching certificate, to take all necessary steps to have the teaching certificate updated at the central business office.
3. The order of reduction and recall will be according to academic needs, certification, seniority and qualifications. Such reduction and recall shall be subject to mutual agreement between the Board and the Association.
- D. Laid off teachers who are recalled to fill vacant positions shall suffer no loss of experience factor or tenure granted by the district earned prior to layoff.
- E. If a position exists within the school district for which a released teacher is certified and qualified, the teacher(s) shall be notified by certified mail with a copy to the Association president. Within ten (10) days of the receipt of a written offer to return to employment, the teacher shall accept the position by replying in writing or it shall be determined that the teacher has declined the position. No new staff members shall be hired until all certified and qualified staff on leave and/or layoff in accordance with this section, have been offered an opportunity in writing, to return to active employment. It is the teacher's responsibility to keep the teacher's address current with the superintendent's office for purposes of receipt of recall and other notices from the school district.
- F. Refusal or acceptance of a position that is less than full time shall not affect a teacher's recall rights to a full time position. In recalling teachers from layoff, no teacher will be terminated, lose recall rights or seniority if the teacher is, at the time of recall, under contract with another school district, provided however, that such exemption from recall obligation shall permanently expire as of June 30th of the academic year in which the original notice of recall is issued.
- G. Reduction of a position by the Board from full time to part time, shall be considered a partial layoff and subject to the provisions of this article.
- H. The Board and the Association will confer prior to making transfers and assignments regarding the reduction and recall of the professional staff.

- I. The Board agrees to abide by the provisions of the Teacher Tenure Act in notifying the affected teachers.

ARTICLE 21 - CONTINUITY OF OPERATIONS

- A. Both parties recognize the desirability of continuous and uninterrupted operation of the instructional program during the normal school year and the avoidance of disputes which threaten to interfere with such operations. Since the parties are establishing a comprehensive grievance procedure under which unresolved disputes may be settled by an impartial third party, the parties have removed the basic cause of work interruptions during the period of this agreement. The Association accordingly, agrees that it will not, during the period of this agreement, directly engage in or assist in any strike against the Chippewa Hills School District.
- B. Nothing in this article shall require the Board to keep schools open in the event of severe inclement weather or when otherwise prevented by an Act of God. When schools are closed, teachers shall not be required to report for work. Additionally, nothing shall require the Board to keep schools open in the event of a labor dispute with employees outside the bargaining unit. When schools are closed, teachers shall not be required to report for work. Teachers shall be paid for all such periods.

- C. Snow Day Language

1. Should existing interpretation by the State Board of Education/State Legislature dictate that "out of formula" school districts such as the Chippewa Hills School District, be required to make up days of instruction missed due to inclement weather or by an Act of God, or should the State Board of Education/ State Legislature penalize the Chippewa Hills School District for not making up such days, the first seven consecutive work days (Monday through Friday) following the school calendar last day of student instruction for that school year shall be made available for that purpose.

If the number of instructional days required to be made up during a calendar year is seven (7) days or less, the Board of Education will determine whether all or part of the instructional days will be made up. For each day of the first seven (7) days required to be utilized for make up of instructional days, no additional teacher salary or increases in other benefits shall be incurred by the school district. The length of the school day shall be the same as a regularly scheduled day of instruction.

2. In the event that additional days beyond the aforementioned seven (7) are needed for the purpose of make- up of instructional days missed due to inclement weather or by an Act of God, the Board of Education and Chippewa Hills Education Association agree to enter into negotiations to formulate a plan of action and to negotiate any additional contractual obligations for that calendar year.
3. In the event that the school year needs to be extended as prescribed in paragraph C-1 or paragraph C-2, the last teacher work day will be suspended with the following provisions:
 - a. At the conclusion of the last day of student instruction, the teacher's contractual obligations will be concluded once their building administrator has authorized the consummation of their year end duties as prescribed by past practices.

- b. In the event such year end obligations are not met on the last student instructional day, the teacher may be required by the building administrator, at no additional expense to the school district, to return the next work day to complete those obligations.
4. The Board of Education and the Chippewa Hills Education Association will meet prior to May 1 of the affected calendar year to make necessary revisions in the school calendar.
5. Should changes in the present law (Interpretation: State Board of Education *Vs* Houghton Lake Community Schools, Court of Appeals Docket No. 92415, 1-21-87) be brought about by actions of the State Board of Education/State Legislature which affect the status of the Chippewa Hills School District as described in paragraph C-1, the Board of Education and the Chippewa Hills Education Association agree to enter into negotiations regarding the provision of Article 21 Paragraph C.

ARTICLE 22 - PROFESSIONAL COMPENSATION

- A. The basic salaries and insurances of teachers covered by this agreement are set forth in the schedules which are attached to and incorporated in this agreement.
- B. Teachers required in the course of their work or extra duty to drive personal automobiles from one school building to another, shall receive twenty and one-half (20.5) cents a mile. The same allowance shall be given for use of personal cars for other business of the district as approved by the superintendent's office.
- C. Each teacher shall have the option of receiving salary payments in twenty (20) equal pays or twenty-six (26) equal pays at two week intervals. The Board shall make every effort to have paychecks ready early when vacation periods begin on or before a payday. The teacher will notify the superintendent's office in writing by the end of the second (2nd) day of school if the twenty (20) pay schedule is desired. If not so notified, the pays will be on a twenty- six (26) pay basis. Any teacher on twenty-six (26) pays must elect in writing prior to January 1st to receive the last six (6) pays in one lump sum on the first payday after the last day of school.
- D. Salary adjustments for completion of a degree or additional graduate hours as specified in Schedule A, shall be made upon proof of completion of the requirements for the degree or credits. A graduate degree or additional graduate hours must be earned from an accredited college or university. Any additional credits earned prior to September 1, 1995 shall be fully granted for the purpose of salary adjustments.
- E. Teachers involved in voluntary extra duty assignments as set forth in Schedule B, which is attached to and incorporated in this agreement, shall be compensated in accordance with the provisions of this agreement without deviation.
- F. The Board shall have the right to establish new positions within the bargaining unit provided however, the Board shall notify the Association of the proposed position, the description thereof, and the rate of pay prior to becoming effective. In the event the Association disagrees with the rate of pay, it shall, within five (5) working days from the date of notice of receipt, advise the Board and thereafter it shall be subject to negotiations.

ARTICLE 23 - SPECIAL TEACHING ASSIGNMENTS

- A. The Board will accept applications from certificated regularly employed teachers in the district for special teaching assignments, but final decision in hiring teachers is left to the Board. Teachers shall be compensated for teaching in any of such programs as per schedule. Preference in making such assignments will be given to tenure teachers regularly employed in the district.
- B. The Board agrees to the best of its ability, at all times to maintain an adequate list of substitute teachers. Teachers shall be informed of a telephone number they shall call before 6:15 a.m. for junior high and senior high teachers and before 7:00 a.m. for elementary teachers to report unavailability for work. Once a teacher has reported unavailability, it shall be the responsibility of the administration to arrange for a substitute teacher.
- C.
 - 1. Substitute teachers needed for a single teaching responsibility for a period of ten (10) consecutive school days shall thereafter be paid in accordance with the salary schedule. When it becomes known that the substitute teacher will be needed for an additional thirty (30) days or more, then fringe benefits go into effect.
 - 2. Substitute teachers who are employed on a temporary basis to complete another teacher's contract term shall receive all contractual benefits, excluding the right to recall, for the duration of that assignment. Substitute teachers who are employed 120 days or more during a calendar school year, shall have right to recall. Recall rights will apply to the balance of the school and the succeeding school year as provided by PA 72 of 1986.

ARTICLE 24 - STUDENT DISCIPLINE AND TEACHER PROTECTION

- A. The Board will support each teacher in maintenance of reasonable standards of discipline.
- B. A teacher may exclude to the principal's office a pupil from 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 the teaching obligation will allow, full particulars of the incident. The length of exclusion from class will be at the discretion of the principal.
- C. Suspension of students from school may not be imposed by a teacher. School authorities will endeavor to achieve correction of student misbehavior through counseling and interviews with the child and the child's parent(s) or primary care-giver, when warranted. Transfer of the student to another teacher or other measures, short of suspension, will first be exhausted.
- D. Any case of assault upon a teacher shall be promptly reported to the Board or its designated representative. The Board will advise the teacher of the teacher's rights and obligations with respect to such assault and shall render all reasonable assistance to the teacher in connection with handling of the incident by law enforcement and judicial authorities.
- E. Time lost by a teacher in connection with any incident mentioned in this article shall not be charged against the teacher unless the teacher was not acting within the scope of Board policy. Notice of changes in either Board or administrative policies shall be given to all teachers. Copies of Board and administrative policies and changes shall be placed in the principal's office and the library of each building for teachers' review. A copy will also be given to the Association president.

- F. The administration will take reasonable precautions to prevent any loss, damage, or destruction of clothing or personal property of the teacher while on duty in the school or on school premises.
- G. No action shall be taken upon any complaint by a parent of a student directed toward a teacher, nor shall any notice thereof be included in said teacher's personnel file, unless such matter is reported to the teacher concerned. If any question of breach of professional ethics is involved, the Association shall be notified.
- H. Teachers, in accordance with the MCLA 380.1312 have the authority to use physical force in the following instances:
 - 1. Protect himself, herself, the pupil, or others from immediate physical injury.
 - 2. Obtain possession of a weapon or other dangerous objects upon or within the control of a pupil.
 - 3. Protect property from physical damage.

ARTICLE 25 - NEGOTIATION PROCEDURES

- A. 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 the right and opportunity are set forth in this agreement, agree that all other items within this contract shall remain unchanged during the life of this agreement and neither party may require the other to enter into negotiations for the purpose of altering or amending same, nor shall either party have power to require additions to this contract.
- B. One hundred and twenty (120) days prior to the termination date of this agreement, representatives of the Association and the Board will meet for the purpose of setting the ground rules for entering into negotiations on a new contract.
- C. In any negotiations described in this article, neither party shall have any control over the selection of the negotiating or bargaining representative of the other party and each party may select its representatives from within or outside the district. It is recognized that no final agreement between the parties may be executed without ratification by a majority of the Board, but the parties mutually pledge that representatives selected by each shall be clothed with all necessary power and authority to make proposals, consider proposals and make concessions in the course of negotiations or bargaining, subject only to such ultimate ratification. There shall be three (3) signed copies of the ratified agreement for purposes of record. One (1) retained by the Board, one (1) by the Association and one (1) by the superintendent.
- D. If the parties fail to reach agreement in any such negotiations, either party may invoke the mediation machinery of the State Labor Mediation Board.
- E. It is contemplated that terms and conditions of employment provided in this agreement shall remain in effect until altered by mutual agreement in writing between the parties. Nevertheless, because of the special nature of the public educational process, it is likewise recognized that matters may from time to time arise of vital mutual concern of the parties which have not been fully or adequately negotiated between them. Where such problems

arise, the Board recognizes the right of the Association to consult with the administration and the administration shall cooperate in arranging meetings with representatives of the Association at reasonable times upon receipt of written request stating the matters to be discussed at such meetings. Discussions shall be limited to such items as may be specified in the written request. Notwithstanding the above, neither party shall be required to negotiate with the other during the life of this contract as specified in paragraph A.

ARTICLE 26 - MISCELLANEOUS PROVISIONS

- A. This agreement shall constitute the full and complete commitments between both parties and may be altered, changed, added to, deleted from or modified only through the voluntary, mutual consent of the parties in written and signed amendment to this agreement.
- B. Individual contracts shall be issued to each teacher by October 31 of each school year. Extra duty contracts will be issued no later than September 15th where the position has been filled. Teachers are expected to return signed contracts to their building principal's office no later than thirty (30) school days after being issued.
- C. Any individual contract between the Board and an individual teacher heretofore executed shall be expressly made subject to and consistent with the terms and conditions of this agreement and any individual contract hereafter executed shall be expressly made subject to and consistent with the terms of this or subsequent agreements to be executed by the parties. If an individual contract contains any language inconsistent with this agreement, this agreement, during its duration, shall be controlling.
- D. This agreement shall supersede any rules, regulations, or practices of the Board which shall be contrary to or inconsistent with its terms.
- E. 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, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.
- F. Copies of this agreement shall be printed at the expense of the Board and made available through the Association to all teachers employed or hereafter employed.
- G. The calendar for the term of this contract is attached as Appendix A.

ARTICLE 27 - INSERVICE TRAINING

- A. Realizing the importance which a quality staff plays in the performance of the students, an inservice training program shall continue for the Chippewa Hills School District.
- B. The inservice training program shall consist of at least one (1) full day or two (2) half days. The day of pre-school conferences shall not be considered an inservice day.
- C. A committee shall be made up of all the principals and the elected Association representatives from each building. The chair of the committee shall be assigned to an appropriate principal by the superintendent.

- D. The committee shall meet on the third Tuesday in September to organize.
1. At the organizational meeting, the committee shall develop a form for soliciting the responses of all teachers with regard to proposed topics for inservice programs.
 2. The committee shall meet at least once in October to make final selections of topics (subject to approval of the superintendent) and to assign specific responsibilities to each committee member (subject to the direction of the committee chair).
 3. The committee choice of topics and dates, as approved, and the committee assignments shall be made available to staff members prior to Thanksgiving recess, in writing.
- E. In the event that severe inclement weather or other causes beyond the control of the Board necessitates the postponement of a scheduled inservice program, it shall be rescheduled for a later date in accordance with the following procedures.
1. The superintendent shall confer with the president of the Association and shall cause all teachers to be polled with regard to the feasibility of the alternative dates under consideration.
 2. Upon completion of the above, the superintendent shall set a makeup time and date for the postponed inservice program, taking into consideration all relevant factors.
 3. Teacher attendance at the rescheduled inservice program shall be mandatory, provided that each building principal may upon receipt of prior written application, authorize excused absence in the event of prior commitments by teachers which cannot reasonably be changed.

ARTICLE 28 - RETIREMENT POLICY

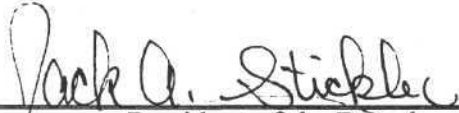
For the term of this agreement, teachers shall not be required to retire before the end of the school district's fiscal year in which the teacher reaches the age of seventy.

ARTICLE 29 - SCHEDULE B PROVISIONS

- A. A bargaining unit member who is hired for a position on Schedule B shall remain in that position for the duration of the academic year unless they resign or are terminated by the Board, provided that any such termination shall not be for arbitrary or capricious reasons.

ARTICLE 30 - TERMINATION

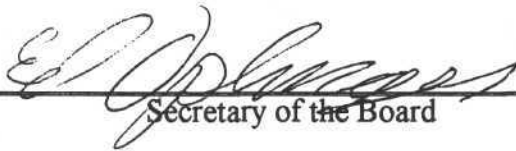
This agreement shall become effective at 12:00 a.m. on the 10th day of August, 1994 and shall remain in full force through the 21st day of August, 1996.




President of the Board



President of the Association



Secretary of the Board



Secretary of the Association

SCHEDULE A: SALARY SCHEDULES

1994-1995

***Step	BA	BA+30/MA	BA+60/MA+30
1.	23,768	26,189	26,836
2.	24,837	27,368	28,044
3.	25,837	28,600	29,306
4.	27,123	29,887	30,625
5.	28,343	31,232	32,003
6.	29,619	32,637	33,443
7.	30,952	34,106	34,948
8.	32,345	35,641	36,521
9.	33,800	37,245	38,165
10.	35,321	38,921	39,882
11.	36,911	40,672	41,677
12.	38,572	42,502	*43,553
20.	**38,992	42,922	43,973

* BA+60/MA+30 step 12 - \$1051. more than MA step 12. % increase required to bring BA+60/MA+30 step 12 to \$1051. more than MA step 12, applied to each step of BA+60/MA+30 1994-95 salary column.

** Longevity of \$420 to commence on 20th year of seniority date.

*** Step intervals are indexed at 4.5% for steps 1 thru 12.

1994-95

A- Professional staff salaries for the 1994-95 school year shall be adjusted as outlined in the procedures below. If the median figures, as calculated by the procedures described in paragraph B, fall between 2.5% and 4.5%, the salary schedule will be increased by the calculated amount. The increase in the salary schedule shall be no less than 2.5% nor greater than 4.5% of the final salary schedule for the 1994-95 school year (i.e. if the calculated amount is less than 2.5%, the increase shall be 2.5%; if the calculated amount is greater than 4.5%, the increase has to be 4.5%).

B- On October 14, 1994 representatives of the Board and the Association shall meet to verify and compute the median BA maximum salary and the median MA maximum salary for the following districts which have ratified contracts, as of October 1, 1994 for the 1994-95 school year:

Baldwin, Beal City, Big Rapids, Carson City/Crystal, Central Montcalm, Clare, Evart, Farwell, Fremont, Grant, Greenville, Harrison, Hesperia, Lakeview, Marion, Montabella, Morley-Stanwood, Mt. Pleasant, Newaygo, Pine River, Reed City, Shepherd, Tri-County, Vestaburg and White Cloud.

B. 1. For the BA salary column, the % increase required to bring the BA maximum (step 12) of the 1994-95 salary schedule to the BA maximum median, determined in paragraph B, shall be applied to increase each step of the 1994-95 salary column. Step 20 (longevity) shall be established at \$420 more than step 12 as determined in this paragraph.

B. 2. For the BA+30/MA salary column, the % increase required to bring the BA+30/MA maximum (step 12) of the 1994-95 salary schedule to the MA maximum median, determined in paragraph B, shall be applied to increase each step of the 1994-95 salary column. Step 20 (longevity) shall be established at \$420 more than step 12 as determined in this paragraph.

B. 3. For the BA+60/MA+30 salary column, the BA+60/MA+30 maximum (step 12) shall be increased to \$1,050 more than step 12 of BA+30/MA salary column as determined in paragraph B.2. The % increase required to bring step 12 of the 1994-95 BA+60/MA+30 salary schedule to the amount determined in this paragraph, shall be applied to increase each step of the 1994-95 BA+60/MA+30 salary column. Step 20 (longevity) shall be established at \$420 more than step 12 as determined in this paragraph.

B. 4. The % increase determined by median language, if any above the negotiated %, will be calculated using the following formula:

$$\frac{X-Y}{Y} = \text{percent increase carried to four (4) places}$$

X = median
Y = current salary (step 12) BA and BA+30/MA columns
(Example: Median calculated = 40,000 and current salary = 39,000.
 $\frac{40,000 - 39,000}{39,000} = .0256$)

C. The salary schedule listed in paragraph A shall then be increased to the salary schedule determined by paragraph B and shall be retroactive to the first teacher workday of the 1994-95 school year.

In the event that the salary schedule determined by paragraph B is lower than the 1994-95 salary schedule listed in paragraph A, there shall be no change in the salary schedule listed in paragraph A.

D. Representatives of the Board and the Association shall establish the date of the implementation of the increased salary schedule determined by paragraph B and shall determine the method of payment of retroactive wages earned from the first teacher workday to the effective adjustment date. In addition, the method of payment for a teacher employed under Schedule B and eligible to receive retroactive payment shall be determined.

E. The professional salary schedule for 1995-96 shall be increased by 2.5% effective on the first teacher work day except for the BA+60/MA+30. The BA+60/MA+30 column shall be calculated as described in paragraph A.

F. Median language described in paragraphs A, B, B.1, B.2, B.3, C and D shall be implemented for the 1995-96 school year, except that the meeting date required in paragraph B shall be October 13, 1995 and all dates shall reflect the new contract year.

SCHEDULE B: ADDITIONAL ACTIVITY PAY

The following percentages are to be computed using the BA column and the coach's step.

ACTIVITY

Class Sponsors

12th Grade	3.5% for each of two sponsors
11th Grade	3.5% for each of two sponsors
10th Grade	2.0% for one sponsor
9th Grade	1.0% for one sponsor

Yearbook Advisor (High School)	3.0%
Yearbook Advisor (Junior High)	1.0%
Debate	4.0%
Forensics	3.0%
Play Director	2.0% (per play)
Student Council	2.0%
Club Sponsors (Senior High)	2.0% (approved clubs)
Club Sponsors (Junior High and Elementary)	1.0% (approved clubs)

Clubs - Sponsors of senior high clubs will be paid 2% of the BA column at the sponsor's step. Sponsors of Junior High and Elementary clubs will be paid at 1% of the BA column at the sponsor's step.

To be an approved club, club sponsors submit to the building principal an application stating name of club, purpose, sponsor and meeting time. Approved clubs will meet the club's participation level. For the purpose of determining participation level of members, a student will be counted as a member if the student attends at least one club meeting. If participation levels are not met by the end of the school year, sponsors will be paid on a pro-rated basis. (i.e.: if the participation level is 20 students and the membership reaches 19 during the year, the sponsor shall be paid at 19/20ths of the rate outlined in this paragraph.)

Additional clubs will be added with board approval. Approval of additional clubs will not be unreasonably denied.

Approved Clubs

Senior High Clubs	Participation Levels
National Honor Society	No Level
Drama Club	20
Youth and Government	10
Art Club	15
Ski Club	20
FFA	No Level
Science Olympiad	15
Odyssey of the Mind	7
Committee of Culture	20

Junior High Clubs	Participation Levels
National Honor Society	No Levels
Drama	15
Art	10

Ski	15
Science Olympiad	15
Odyssey of the Mind	7

Elementary Clubs	Participation Levels
Science Olympiad	15
Odyssey of the Mind	7

Music

High School Band Director	9.0%
Jr. High Band Director	6.0%
Orchestra Director	8.0%
Secondary Vocal Director	7.0%

Athletics

Head Coaches

Football	10.0%
Basketball	10.0%
Wrestling	10.0%
Baseball	9.0%
Track	9.0%
Cross Country	7.5%
Volleyball	8.0%
Softball	9.0%
Golf	7.0%
Cheerleader (High School)	Fall 5.0%
	Winter/Spring 5.0%

J.V. and Assistant Coaches

Football	8.0%
Basketball	8.0%
Wrestling	8.0%
Baseball	6.0%
Track	6.0%
Volleyball	5.0%
Softball	6.0%

Junior High Coaches

Football	6.0% for each coach
Basketball	6.0% for each coach
Wrestling	6.0% for each coach
Baseball	4.0% for each coach
Track	4.0% for each coach
Volleyball	2.0% for each coach
Cross Country	4.0%
Cheerleader	5.0%

Miscellaneous

Driver Education	\$15.50 per hour *
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* This hourly rate shall increase each year by the same percentage rate negotiated for the salary adjustment and applied to Schedule A: Salary schedule. Further, any adjustment to Schedule A: Salary Schedule required by the "median language" contained in Schedule A: Salary Schedule shall also be applied to this rate each year. All per hour increases in this hourly rate shall be cumulative in nature.

Saturday School Supervision	\$12.00 per hour
After School Detention	\$12.00 per hour
Lunch Duty:	\$ 3.00 per lunch period (for covering Article 5, Section E., lunch time supervision during a duty free period in substitution for an absent teacher regularly assigned such duty). (Not applicable to substitute teachers.)

SCHEDULE C: FRINGE BENEFITS

1994-95 and 1995-96

- A. The employer shall provide an amount not to exceed \$508.00 per month to each bargaining unit member electing Plan A of the following MESSA-PAK and shall provide Plan B of the following MESSA-PAK without cost to the bargaining unit members who elect it.

MESSA-PAK:

Plan A

Health	Super Care I
LTD	66 2/3 %
	\$3,000 Maximum
	90 Calendar Days Modified Fill
	Pre-existing condition waiver
	Freeze on Offsets
	Alcoholism/Drug - same as any other illness
	Mental/Nervous - same as any other illness
	COLA
Negotiated Life	\$30,000 AD&D
Vision	VSP-3
Dental	80/80/80: \$1,300 ortho

Plan B

LTD	66 2/3 %
	\$3,000 Maximum
	90 Calendar Days Modified Fill
	Pre-existing condition waiver
	Freeze on Offsets
	Alcoholism/Drug - same as any other illness
	Mental/Nervous - same as any other illness
	COLA
Negotiated Life	\$30,000 AD&D
Vision	VSP-3
Dental	80/80/80: \$1,300 ortho

\$100.00 / month applied to MESSA non-taxable options, amounts exceeding the Board subsidy of the spouse participating in Plan A, and/or annuities.

Bargaining unit members not electing MESSA PAK Plan A shall select MESSA PAK Plan B. The \$100.00/month shall apply toward the MESSA non-taxable option programs as determined by a majority of those people involved in the option program. Any remaining dollars may be applied on an individual basis to purchase any of the MESSA non-taxable options, amounts exceeding the Board subsidy of the spouse in Plan A (if any), and/or annuities available from Metropolitan, Safeco Life and Annuity, Great American, Farm Bureau, American United Life, MEA Financial Services, Transamerica, Fidelity, Mass Mutual, and Beneficial Std. Life. Any amount exceeding the Board subsidy shall be payroll deducted. An open enrollment period shall be provided whenever subsidy amounts change for the group. Additional annuity companies may be added subject to the provisions of Article 4, paragraph C.

- B. In the event that an employee has exhausted his sick leave accrual, the above fringe benefits shall continue through the balance of the contract year.
- C. The above provisions will remain in force until a new contract is ratified.
- D. In the event a teacher is terminated or resigns during the school year, the insurance shall be continued until the teacher has received the pro rata portion of the 12 month insurance year earned at the time of the termination or resignation.
- E. Teachers assigned less than a full workload shall receive pro rata payments of their fringe benefits under this agreement, provided that in the event that the underwriting requirement for any program does not permit coverage of the teacher, the Board shall pay an equal premium amount for the teacher to enroll in approved options in the MESSA Variable Options program.
- F. A teacher who is hired with an effective first work day after the first required work day of the school year, shall be entitled to fringe benefits for a duration determined on a pro rata basis.
- G. The Board shall make payments of insurance premiums for all persons to assure insurance coverage for the full twelve (12) month period commencing September 1 and ending August 31, even though the employee may not be returning the next school year. The open enrollment period shall be jointly established by the Board, the Association and MESSA, including opportunities for summer pre-enrollment and fall open enrollment and whenever group or individual subsidy amounts increase or decrease affecting the benefit package.
- H. The Board shall contribute five (5) percent of the aggregate annual compensations for all employees who are members under the non-contributory plan as provided in Section 1 (w) of the retirement system to the pension fund as provided by the Michigan Public School Employees Retirement Act. In no event shall retirement be deducted from the teacher's salary unless the member has enrolled in the Member Investment Plan.

APPENDIX A - CALENDAR

1994-95

August 22	First Teacher Workday
August 23	First Student Day (1/2 day)
August 24	Students (1/2 day)
September 5	Labor Day
September 14	Teacher Inservice & Staff Development 1/2 day
October 5	Professional Development & Curriculum Council (no school)
October 7	End of First 6 week marking period *
October 28	End of First 9 week marking period*
November 1	Curriculum Council (grade/dept)(early dismissal)
November 8	Parent/Teacher Conferences (1/2 day) Elem 2-7, JH/SH 1-6
November 9	Parent Teacher Conferences (1/2 day)Elem 1-4, JH/SH 11:30-2:30 staff development
November 15	Safety Day (no school)
November 13	End of Second 6 week marking period *
November 24 - 25	Thanksgiving Recess
December 21	Christmas Recess begins at end of the day
January 5	School resumes
January 13	End of First Semester (2nd 9 week, 3rd 6 week period)*
January 16	Records Day (no students)
February 8	Curriculum Council (grade/dept) (early dismissal)
February 24	End of Fourth 6 week marking period*
March 7	Curriculum Council (subject area) (1/2 day) 1-2:25 Elem, 2:24 - 3:40 staff development JH/SH 11:30 - 1:00 staff development
March 17	Third 9 week marking period ends*
March 24	Spring Recess begins at end of day
April 3	School resumes
April 4	Parent/Teacher conferences (1/2 day) Elem 2-7, JH/SH 1-6
April 5	Parent/Teacher conferences (1/2 day) Elem 1-4, JH/SH 11:30 - 2:30 school improvement
April 13	Fifth 6 week marking period ends*
April 14	Good Friday (no school)
May 29	Memorial Day (no school)
June 1	Last Student Day ***
June 2	Last Teacher Day ***

Release Time : JH/SH - 11:00 dismissal
Elementary - 12:30 dismissal

180 Student Days
184 Teacher Days

* If a change in the tentative marking period dates is required, the parties shall meet and make the adjustments.

** If adjustments of the tentative times is required, the parties shall meet and make appropriate adjustments.

*** If circumstances necessitate a change in tentative last student day and last teacher day due to make-up of inclement weather, Article 21, paragraph C.4 shall be implemented.

APPENDIX A - CALENDAR

1995-96

August 28	First Teacher Workday
August 29	First Student Day (1/2 day)
August 30	Students (1/2 day)
September 4	Labor Day
September 14	Teacher Inservice & Staff Development 1/2 day
October 3	Professional Development & Curriculum Council (no school)
October 6	End of First 6 week marking period *
October 27	End of First 9 week marking period*
November 1	Curriculum Council (grade/dept)(early dismissal)
November 8	Parent/Teacher Conferences (1/2 day) Elem 2-7, JH/SH 1-6
November 9	Parent Teacher Conferences (1/2 day)Elem 1-4, JH/SH 11:30-2:30 staff development
November 15	Safety Day (no school)
November 17	End of Second 6 week marking period *
November 23 - 24	Thanksgiving Recess
December 20	Christmas Recess begins at end of the day
January 3	School resumes
January 12	End of First Semester (2nd 9 week, 3rd 6 week period)*
January 15	Records Day (no students)
February 6	Curriculum Council (grade/dept) (early dismissal)
February 23	End of Fourth 6 week marking period*
March 6	Curriculum Council (subject area) (1/2 day) 1-2:25 Elem, 2:24 - 3:40 staff development JH/SH 11:30 - 1:00 staff development
March 15	Third 9 week marking period ends*
March 22	Spring Recess begins at end of day
April 1	School resumes
April 5	Good Friday (no school)
April 12	Fifth 6 week marking period ends*
April 17	Parent/Teacher conferences (1/2 day) Elem 2-7, JH/SH 1-6
April 18	Parent/Teacher conferences (1/2 day) Elem 1-4, JH/SH 11:30 - 2:30 school improvement
May 27	Memorial Day (no school)
June 6	Last Student Day ***
June 7	Last Teacher Day ***

Release Time : JH/SH - 11:00 dismissal
Elementary - 12:30 dismissal

180 Student Days
184 Teacher Days

* If a change in the tentative marking period dates is required, the parties shall meet and make the adjustments.

** If adjustments of the tentative times is required, the parties shall meet and make appropriate adjustments.

*** If circumstances necessitate a change in tentative last student day and last teacher day due to make-up of inclement weather, Article 21, paragraph C.4 shall be implemented.

APPENDIX B - RETIREMENT INCENTIVES

- I. The Board and the Association agree that the provisions stated in this appendix shall remain in effect for the years 1994-95, 1995-96, and for paragraph C only 1996-97. Further, neither party shall require the other to enter into negotiations for the purpose of altering or amending same, nor shall either party have power to require additions to this appendix during its life. In the event that any provision(s) of this appendix is found contrary to law during the terms of its existence, the parties shall meet to negotiate for a successor of that specific provision(s) of this appendix.
 - A. The Board of Education has authorized a limited buyout opportunity for teachers as follows: Any faculty member who has twelve (12) years of employment with the school district will be eligible to receive Fifteen Thousand Dollars (\$15,000) as a separation allowance payable upon board receipt and acceptance of a written and signed letter of resignation which will be effective on the final teacher work day of the 1994-95 school year. Finally, the "window of opportunity" for eligible employees to elect this benefit by submitting a valid letter of resignation and a written notice of election of this benefit shall begin immediately upon ratification of this proposal by the Association and the Board and shall close permanently as of 4:00 p.m. on April 7, 1995.
 - B. Universal Buy-In Early Retirement Incentive
 1. A teacher who has acquired a minimum of twenty-five (25) years of public school service and has completed a minimum of twelve (12) consecutive years of full time service with the Chippewa Hills School District, shall receive the full cost necessary to bring their service credit to thirty (30) years. The full cost is the actuarial cost of purchasing the service credit. This provision provides for retirement to occur by July 1 of the year the teacher elects for early retirement, except as the teacher and superintendent shall otherwise agree.
 2. "Retirement" as used in this provision shall mean severance of employment with the district; verification of an application of the teacher to the Michigan Public School Employees Retirement System for retirement benefits from said Retirement System; and verification from the Michigan Public School Employees Retirement System that the employee is eligible and has applied for retirement benefits.
 3. An eligible teacher shall submit an application to the superintendent's office prior to April 7 of the year the teacher elects to retire.
 4. The Board shall pay the teacher the full cost required to bring the service credit to thirty (30) years pursuant to MCLA 38.1369 (F) prior to June 1 of the year the teacher elects to retire.
 5. A teacher retiring under this provision shall be eligible for the retirement benefit, Article 11, paragraph B.2.c. of the master agreement.
 - C. Any teacher who retires effective at the conclusion of the 1993-94, 1994-95, 1995-96, or 1996-97 school years will be eligible to receive a one-time cash allowance of One Thousand (\$1,000.00) Dollars, which shall be in addition to any other retirement or separation benefits provided in this Master Agreement for which the teacher may be eligible.

- D.* In the event that the total number of teachers making application for the incentives in paragraph I A. and I B. 1. require funding that will exceed the funds available, representatives of the Board and the Association shall meet prior to June 1 to determine the total number of teachers that will participate. Participants shall be selected in order of seniority as determined in Article 20, paragraph C.1. of the Master Agreement. In the event that an applicant qualifying for retirement under this provision is not selected, there shall be no loss of the teacher's eligibility status [as defined in paragraph A.2.] of this provision. PROVIDED, however, that the number of teachers receiving benefits under Sections I.A., I.B.1, and I.C. [and I.D.]above shall be limited to a maximum of five (5) individuals per any given school year, except that the Board in its sole discretion may approve additional applications if there are excess applications and the Board deems it appropriate to do so.
- E.* The following waiver and release shall be acknowledged and signed by teacher(s) electing to benefit from this plan:

WAIVER AND RELEASE

I hereby acknowledge that the early retirement incentive plan available to me pursuant to the collective bargaining agreement between the Chippewa Hills Board of Education and the Chippewa Hills Education Association is intended to be a bona fide employee benefit plan and not a subterfuge to evade the purpose of the Age Discrimination in Employment Act. I further acknowledge that my determination to take early retirement pursuant to the plan is strictly voluntary on my part and that I am not being compelled in any way to retire early. Accordingly, in consideration of the benefits available to me under the early retirement incentive plan, I hereby release the Chippewa Hills Public Schools, its Board of Education, employees, Chippewa Hills Education Association, Michigan Education Association, and the National Education Association from any and all actions, causes of action, claims and demands under the Age Discrimination in Employment Act or the Elliott-Larsen Civil Rights Act (or by in any other way alleging that the plan impermissibly discriminates based on age) which I may have against any of them by virtue of electing to take advantage of the early retirement incentive plan benefits available to me. I acknowledge that I have been advised in writing to consult with an attorney before signing this agreement and that I had at least forty-five (45) days to consider this proposal. In addition, it is my understanding that I am not waiving any rights or claims that I may have that may arise after the date on which this agreement is executed and that I may revoke my election participation in the Early Retirement Incentive Plan within seven (7) days after signing this document.

Date: _____
Signature of Retiring Teacher

ACKNOWLEDGED BY:

Chippewa Hills Public Schools Representative

Chippewa Hills Education Association Representative

APPENDIX C - IDP FORM

**CHIPPEWA HILLS SCHOOL DISTRICT
PROBATIONARY TEACHER
INDIVIDUALIZED DEVELOPMENT PLAN**

Teacher _____

Date Received _____

Building _____

Position _____

School Year _____

Probationary Year _____

Principal _____

I. KNOWLEDGE OF SUBJECT MATTER

COMMENTS

Qualifications

Certification

Exhibit Understanding

II. TECHNIQUES OF INSTRUCTION

Lesson plans clearly written

Give clear, explicit directions

Communicate effectively

Use variety of instruction materials

Use variety of methods

Adjust curriculum to meet individual student needs

Provide specific, relevant feedback

Set high expectations for students

Provide motivation

Organize students for effective instruction

III. CLASSROOM MANAGEMENT

Arrive to class on time

Plan/make effective use of time, materials and resources

Demonstrate evidence of personal organization

Set high standards for student behavior

Accept responsibility for managing discipline

Ensure student time on task

Encourage a classroom climate where cooperation and mutual respect exist

Display many educational teaching aids in the classroom for teaching value

Make an attractive/neat environment conducive to learning

Maintain classroom control

Remain in classroom during class time

IV. PROFESSIONAL RELATIONSHIPS

Inform parents of pupil progress and growth

Complete reports and records accurately

Maintain and handle records and reports properly

Support school regulations and policies

Demonstrate ability to get along with others

Maintain communication with parents, administration and peers

Adapt to unexpected changes to situations

Exhibit professional growth

Accept responsibility

Attend school meetings/functions

Supplies - hallways, assemblies, etc.

V. OTHER

Action plan for meeting Individualized Development Plan:

Additional Comments:

Individualized Development Plan Conference held: _____

Teacher _____

Administrator _____

APPENDIX C - TEACHER EVALUATION FORM

TEACHER EVALUATION FORM
 CHIPPEWA HILLS SCHOOLS
 Date _____

Teacher _____
 Bldg. in which Observed _____
 Date of Observation _____
 Notification of Observation _____
 Advanced Notice _____
 Unannounced _____
 Subject(s) Observed _____
 Length of Observation _____

I KNOWLEDGE OF SUBJECT MATTER

Qualifications _____
 Certification _____
 Exhibits Understanding _____
 Comments _____

	S	NI	U
Qualifications	_____	_____	_____
Certification	_____	_____	_____
Exhibits Understanding	_____	_____	_____

II TECHNIQUES OF INSTRUCTION

Lesson plans are well written _____
 Gives clear, explicit directions; communicates effectively _____
 Utilizes variety of instructional materials _____
 Utilizes variety of methods _____
 Adjusts curriculum to meet individual student needs _____
 Provides specific, relevant feedback _____
 Sets high expectations for students _____
 Provides motivation _____
 Organizes students for effective instruction _____
 Comments _____

Lesson plans are well written	_____	_____	_____
Gives clear, explicit directions; communicates effectively	_____	_____	_____
Utilizes variety of instructional materials	_____	_____	_____
Utilizes variety of methods	_____	_____	_____
Adjusts curriculum to meet individual student needs	_____	_____	_____
Provides specific, relevant feedback	_____	_____	_____
Sets high expectations for students	_____	_____	_____
Provides motivation	_____	_____	_____
Organizes students for effective instruction	_____	_____	_____

III CLASSROOM MANAGEMENT

Arrives to class on time _____
 Plans for and makes effective use of time, materials and resources _____
 Demonstrates evidence of personal organization _____
 Sets high standards for student behavior _____
 Accepts responsibility for managing discipline _____
 Ensures student time on task _____
 Encourages a classroom climate where cooperation and mutual respect exist _____
 Classroom has many educational aids displayed for teaching value _____
 Environment is attractive, neat and conducive to learning _____
 Maintains classroom control _____
 Remains in classroom during all class time _____
 Comments _____

Arrives to class on time	_____	_____	_____
Plans for and makes effective use of time, materials and resources	_____	_____	_____
Demonstrates evidence of personal organization	_____	_____	_____
Sets high standards for student behavior	_____	_____	_____
Accepts responsibility for managing discipline	_____	_____	_____
Ensures student time on task	_____	_____	_____
Encourages a classroom climate where cooperation and mutual respect exist	_____	_____	_____
Classroom has many educational aids displayed for teaching value	_____	_____	_____
Environment is attractive, neat and conducive to learning	_____	_____	_____
Maintains classroom control	_____	_____	_____
Remains in classroom during all class time	_____	_____	_____

IV PROFESSIONAL RELATIONSHIPS

S

NI

U

Informs parents of pupil progress and growth
Records and reports completed and accurately
maintained and handled
Supports school regulations and policies
Demonstrates ability to get along with others
Maintains communication with administration, parents
and peers
Adapts to unexpected changes to situations
Exhibits professional growth
Accepts responsibility
Attends school meetings/functions
Supervision - hallways, assemblies etc.
Comments _____

S	NI	U
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

S = Satisfactory

NI = Needs Improvement

U = Unsatisfactory

ACTION PLAN FOR IMPROVEMENT:

ADDITIONAL COMMENTS:

Evaluation of Overall Performance

() Satisfactory

() Needs Improvement

() Unsatisfactory

Evaluation Conference Held _____

Teacher _____ Date _____

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