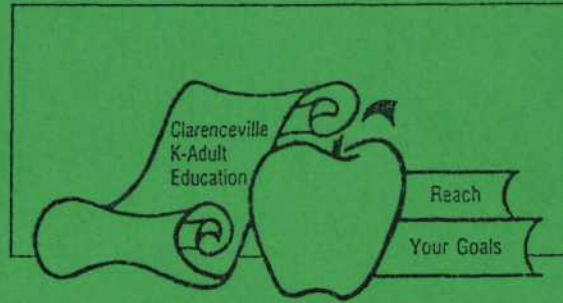


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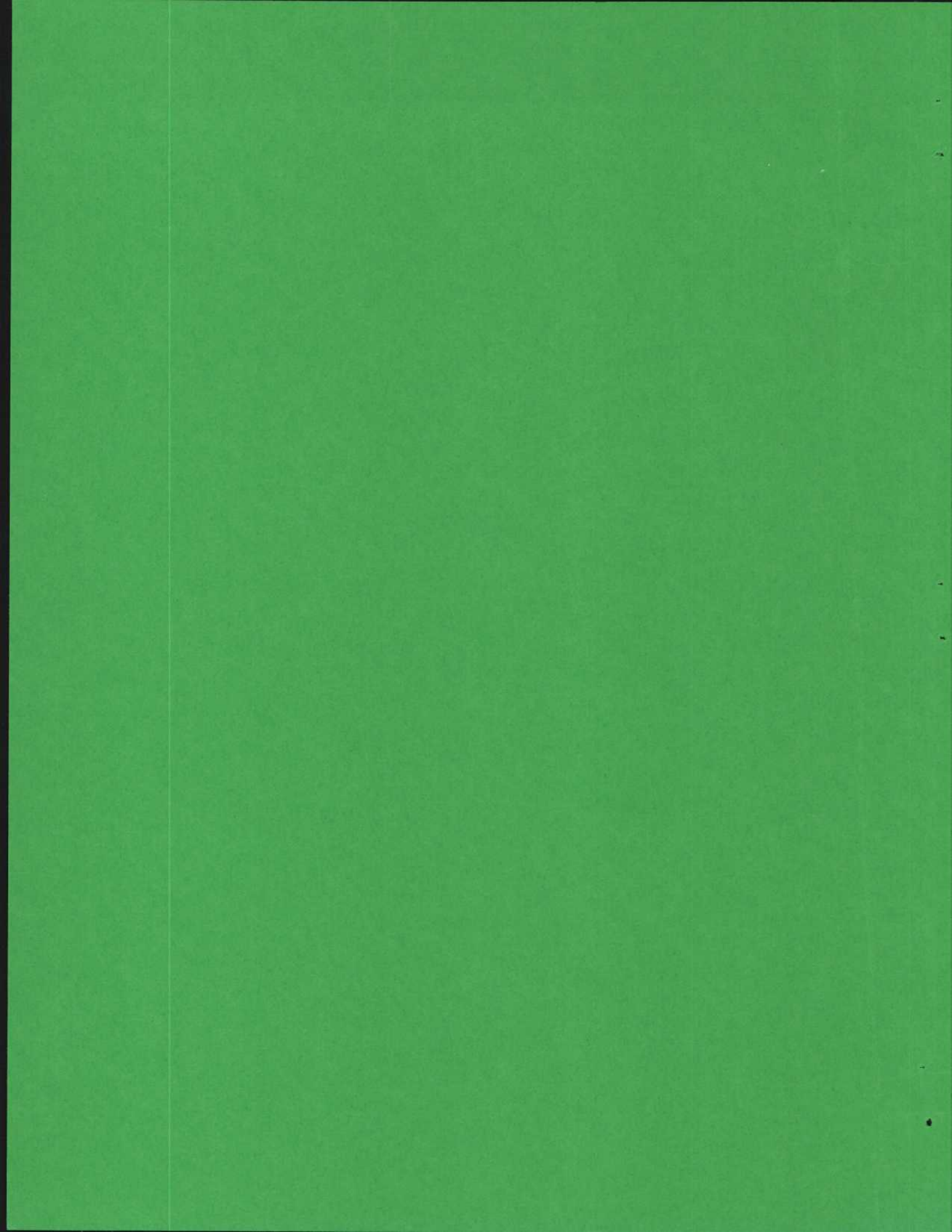
AGREEMENT BETWEEN

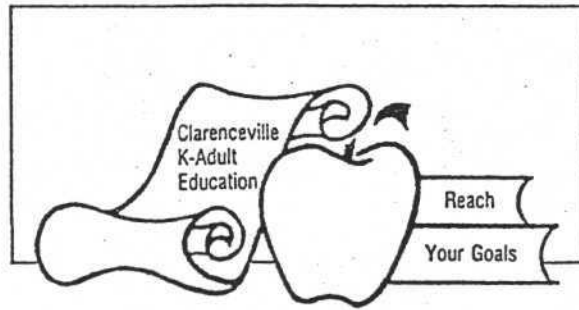
CLARENCEVILLE SCHOOL DISTRICT  
of Oakland and Wayne Counties

and

CLARENCEVILLE EDUCATION ASSOCIATION  
MEA/NEA

*Clarenceville School District*





1994 - 1997

AGREEMENT BETWEEN

CLARENCEVILLE SCHOOL DISTRICT  
of Oakland and Wayne Counties

and

CLARENCEVILLE EDUCATION ASSOCIATION  
MEA/NEA

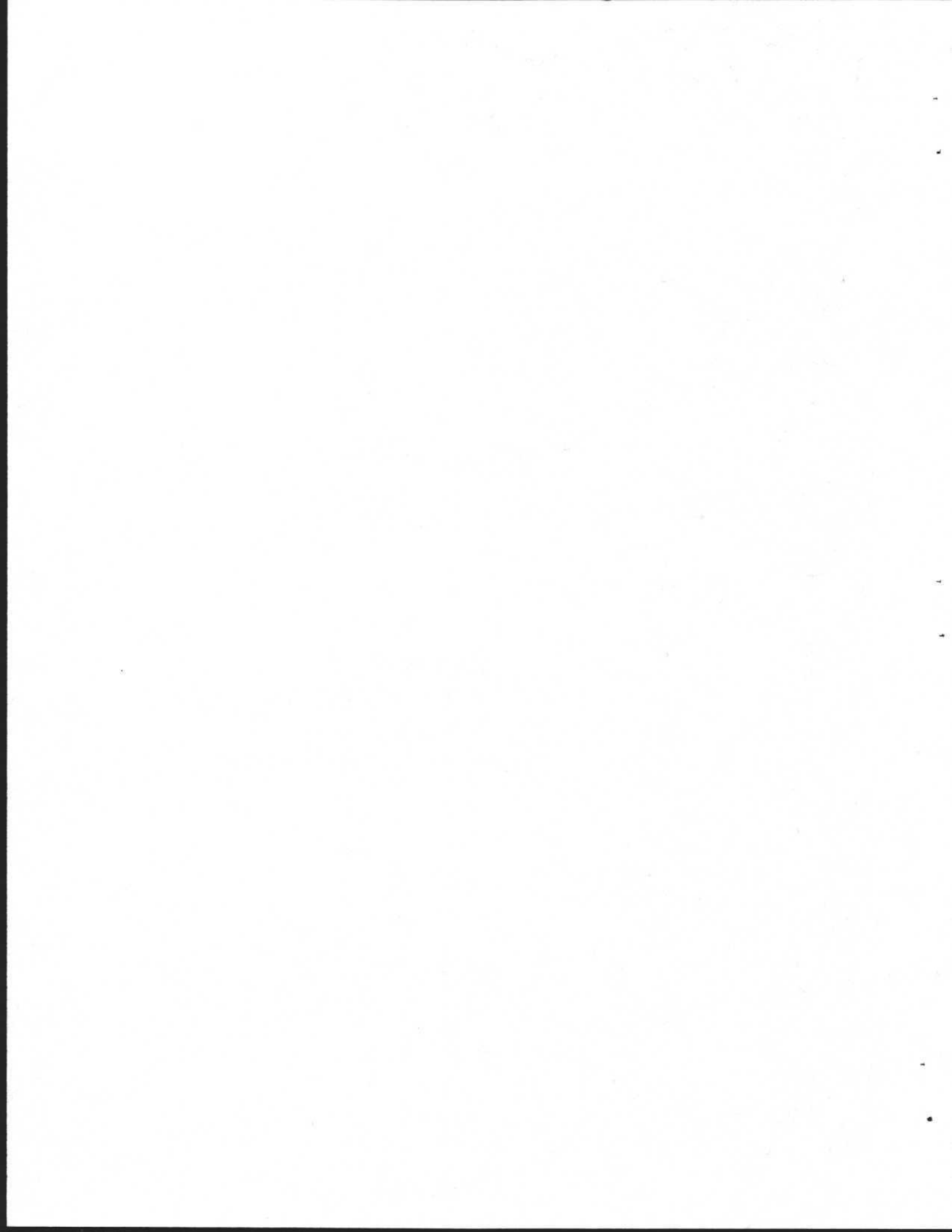


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**1994 - 1997 AGREEMENT**

**\* \* \* \* AGREEMENT**

This Agreement made this August 26, 1994, by and between the Clarenceville School District of Oakland and Wayne Counties, Michigan, hereinafter called the "DISTRICT" and Clarenceville Education Association, MEA/NEA, hereinafter called the "ASSOCIATION," witnesseth:

**\* \* \* \* PREAMBLE**

Recognizing that providing quality education is the paramount aim of the DISTRICT and the ASSOCIATION and that the character of such education depends largely upon the quality and morale of the teaching staff, we do hereby declare:

**WHEREAS**, the ASSOCIATION recognizes that the DISTRICT, under law, has final responsibility for establishing policies for the DISTRICT; and

**WHEREAS**, the DISTRICT recognizes that teaching is a profession; and

**WHEREAS**, the DISTRICT has a statutory obligation, pursuant to the Public Employment Relations Act, Act 379 of the Michigan Public Acts of 1965, as amended, to negotiate with the ASSOCIATION as the representative of its bargaining unit personnel with respect to hours, salaries, terms, and conditions of employment; and

**WHEREAS**, the parties have reached certain understandings which they desire to confirm in this Agreement,

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

## ARTICLE I - RECOGNITION

- A. The DISTRICT hereby recognizes the Clarenceville Education Association, MEA/NEA as the exclusive bargaining representative for all certified teaching personnel now employed or hereafter employed by the DISTRICT, including department chairpersons, counselors, psychologists, social workers, and athletic director(s), but excluding adult education teachers and continuation school teachers, and all administrative and/or supervisory personnel.
- B. The DISTRICT shall not negotiate with any other representatives of personnel described in "A" so long as the ASSOCIATION shall be certified as the exclusive bargaining agent for personnel, however, any individual covered by this Agreement may at any time present grievances to the district and have the grievances adjusted without the intervention of the ASSOCIATION if the adjustment is not inconsistent with the terms of this Agreement provided the ASSOCIATION has been given the opportunity to be present at such adjustment.
- C. This contract is subject to the Michigan School Code of 1955, as amended, and any successor statute thereto, together with the Teacher Tenure Act and the rights, duties, obligations and responsibilities of the parties here under shall be in addition to those provided by the applicable statutes. In the event of conflict between any portion of this Agreement and the statutes of the State of Michigan the latter shall control.
- D. The term "teacher" when used hereinafter in this Agreement, shall refer to all employees represented by the ASSOCIATION in the bargaining or negotiating unit as above defined.
- E. The parties agree that the DISTRICT shall provide a copy of this Agreement to all teachers. The probationary teachers will receive a written contract subject to changes in this Agreement. Returning tenure teachers shall be given a breakdown of their salaries.

## ARTICLE II - AGENCY SHOP

- A. All teachers, as defined in Article I, Section A, as a condition of employment:
  - 1. Sign and deliver to the Board of Education as assignment authorizing deduction of regular membership dues and assessments of the ASSOCIATION, including the National and Michigan Education Associations, and such authorization shall continue in effect from year to year unless revoked in writing between August 1 and August 31 of a given year, or
  - 2. Any teacher not electing to become a member of the ASSOCIATION within thirty (30) days from the commencement of teaching duties shall pay as a service fee to the ASSOCIATION an amount equal to regular membership dues payable to the ASSOCIATION, the NEA and the MEA.



- B. In the event that dues and assessments, or a service fee in an equal amount shall not be paid, the BOARD upon receiving a signed statement from the ASSOCIATION indicating that a teacher has failed to comply with the conditions shall immediately begin, within the framework of proper tenure procedure, to notify said teacher that refusal of said teacher to either authorize the payment of dues and assessments to the ASSOCIATION or a service fee is just and reasonable cause for termination of employment, and said teacher will not be reemployed for the next school year. All teachers new to the DISTRICT will be informed of this requirement when being offered employment in the district.
- C. Those wishing to pay their dues or service fees in cash shall do so by November 1. The payment should be made to the ASSOCIATION.
- D. The ASSOCIATION agrees to promptly advise the BOARD of all members of the ASSOCIATION in good standing and from time to time to furnish any other information needed by the BOARD to fulfill the provisions of this Article which are not otherwise available to the BOARD.
- E. Authorized deduction of membership dues or service fees shall be made from each paycheck each month for twenty (20) pays beginning with the second paycheck in September and ending in June of each year, and the BOARD agrees to promptly remit to the ASSOCIATION all monies so deducted, accompanied by a list of teachers from whom the deductions have been made.
- F. In any case or proceeding brought against the BOARD at any time before any court or tribunal in which an employee or employees, or any person or organization on their behalf contest any action taken or not taken by the BOARD in order to comply with the provisions of this Agency Shop Clause, the ASSOCIATION agrees to provide the DISTRICT with proper legal counsel. If this is not done within five (5) days of knowledge of such case(s) or proceeding(s), the BOARD has the right to bring in its own attorney.

The ASSOCIATION agrees to reimburse the BOARD, promptly upon demand, for all reasonable legal fees and all expenses of suit incurred by the BOARD in defending itself in such actions, and also for any and all damages for which the BOARD may be adjudged liable in such action, provided however, the ASSOCIATION may, at any time negotiate and pay the cost of settlement of any such case or proceeding, without cost to the DISTRICT. The ASSOCIATION further agrees that if it shall fail to reimburse the BOARD promptly upon demand for the aforementioned fees, expenses, and damages, the BOARD shall be entitled, in addition to other legal remedies, to apply against such indebtedness of the ASSOCIATION to the BOARD, until paid in full, all service charges, membership fees, and dues collected by the BOARD on behalf of the ASSOCIATION pursuant to the provisions of this Section.

- G. The ASSOCIATION shall hold the DISTRICT and members of the BOARD of Education harmless on account of any monies deducted and remitted to the ASSOCIATION pursuant to this Article.

### ARTICLE III - ASSOCIATION AND TEACHER RIGHTS AND RESPONSIBILITIES

- A. The ASSOCIATION and its members and/or the designated ASSOCIATION building representative(s) shall have the privilege to use school building facilities for meetings after notifying the building principal providing the building is used during regular custodial hours or additional custodial charges are paid by the ASSOCIATION. The ASSOCIATION may also use the school service and mail boxes for official ASSOCIATION business. No teacher shall be prevented from wearing insignia, pins, or other identifications of membership in the ASSOCIATION on school premises. Bulletin boards will be made available for the ASSOCIATION's use and placed in areas where teachers normally congregate. All posted material must be authenticated by a recognized official of the ASSOCIATION and shall be classified as ASSOCIATION business.
- B. 1. Each teacher shall have the right, upon request, to review the contents of his/her own personnel file, except credentials and other communications relative to the teacher's employment outside the DISTRICT. Such request to review said file shall be submitted in writing to the superintendent and permission shall be granted within five school days of receipt of the notice. The review shall be held in the presence of the superintendent or his/her designee, and if the teacher requests, an association representative, not later than five school days after permission has been granted. The review shall be limited to a time during the normal school attendance day without disruption of the teacher's regular assignment.
2. Each teacher shall have the right, upon request, to review the contents of his/her own personnel file in the principal's office. Such request shall be submitted in writing to the principal and permission will be granted within five (5) school days of receipt of notice. Not later than five (5) school days after permission has been granted, the review shall be held in the presence of the principal or assistant principal, and if the teacher requires, an ASSOCIATION representative. The review shall be limited to a time during the normal school attendance day without disruption of the teacher's regular assignment.
3. No record of unsubstantiated charges against a teacher will be placed in the teacher's personnel file.
4. No written material of a negative nature directed toward a teacher shall be placed in the teacher's personnel file without the teacher's knowledge.
5. Teachers may respond in writing to material placed in their files and said response shall become part of the teacher's file.
- C. The parties agree it is unprofessional and unethical to involve students in disputes between teachers, administration, or the BOARD of Education. The teachers, administration, ASSOCIATION, and the BOARD shall refrain from expressing feelings or discussing with students, disputes that pertain to teacher-teacher, teacher-supervisor, BOARD-teacher, or the ASSOCIATION except at an official hearing.
- D. 1. Teachers recognize that their primary responsibility is teaching students and evaluating their progress in the subject matter they are assigned to teach, in such a manner that all sides of controversial issues are presented fairly and their topics

and materials used will be appropriate to the maturity level and intellectual ability of the students.

2. Teachers realize they shall not seek to advance their own personal views of controversial issues to students while acting in any school connected capacity and further realize that a teacher's position is not privileged as to his/her responsibility for statements which are libelous, slanderous, or in any way violate the civil rights of others.
  3. Teachers acknowledge that punctuality and attendance are extremely important factors in adequately executing their teaching duties and that sick leave abuses, tardiness, or unjustified absenteeism cannot be tolerated.
  4. Verification of a teacher's failure to carry out any of the above responsibilities shall be deemed reason for disciplinary action.
  5. The ASSOCIATION will use its best efforts to correct and will not condone breach of professional behavior of its membership. No teacher shall be disciplined without just cause and due process. However, the termination, retention, or dismissal of any teacher shall be governed exclusively by the provisions of the Teacher Tenure Act. (Exception as provided in Article XVIII, Section C, Level Four; 5C.)
- E. It is recognized by both parties that a teacher's rights of tenure and continuing contract apply only to his/her position as a classroom teacher.
- F. Oral Discipline
1. A situation or condition concerning a teacher which an administrator feels needs correction or improvement shall be called to the teacher's attention as soon as is practicable. This may be done verbally and/or in writing.
  2. Any oral reprimanding, warning or disciplining of a teacher by a principal or other administrator shall be done in private. No record of oral reprimands, warnings, or disciplining shall be entered in the teacher's personnel file, but may be documented in the administrator's office file for reference.
  3. A teacher shall be entitled to have present a representative of the ASSOCIATION when a formal discipline conference is held.
- G. Duly authorized representatives of the ASSOCIATION shall have the right to transact ASSOCIATION business on school property at all times provided that this shall not interfere with or interrupt normal school operations or absent a teacher from his/her classroom without advance notice and approval of the building principal. The school office will be notified of absences from the assigned building.
- H. The employer shall provide the ASSOCIATION a maximum of twenty (20) released days for ASSOCIATION business provided:
1. The Superintendent and building principal are notified at least 48 hours in advance, except in case of emergency.

2. The ASSOCIATION reimburses the employer for the costs of the substitutes for these teachers.

In addition, subject to the provisions above, a member of the bargaining unit who also serves as a member of the MEA Board of Directors may use up to eight (8) days per year to attend meetings of that Board.

#### ARTICLE IV - BOARD RIGHTS AND RESPONSIBILITY

- A. It is expressly agreed that all rights which ordinarily vest in and have been exercised by the BOARD, except those which are clearly and expressly relinquished herein by the BOARD, shall continue to vest exclusively in and be exercised exclusively by the BOARD without prior negotiations either as to the taking of action under such rights or with respect to the consequence of such action during the term of this Agreement. Such rights shall include, by way of illustration and not by way of limitation, the right to:
  1. Manage and control its business, its equipment, and its operations and to direct the working forces and affairs of the Clarenceville School DISTRICT.
  2. Continue its rights, policies, and practices of assignment and direction of its personnel, determine the number of personnel and scheduling of all the foregoing, but not in conflict with the specific provisions of this Agreement, and the right to establish, modify, or change any work or business or school hours or days.
  3. The right to direct the working forces, including the right to hire, promote, suspend, and discharge employees, transfer employees, assign work or duties to employees, determine the size of the work force and to lay off employees, but not in conflict with the provisions of this Agreement.
  4. Determine the services, supplies, and equipment necessary to continue its operations and to determine all methods and means of distributing, disseminating, and/or selling its services, methods, schedules and standards of operation, the means, methods, and processes of carrying on the work including automation or contracting thereof, or changes therein, the institution of new and/or improved methods or changes therein.
  5. Adopt reasonable rules and regulations.
  6. Determine the qualifications of employees, including physical health.
  7. Determine the number and location or relocation of its facilities, including the establishment or relocations of new schools, buildings, departments, divisions or subdivisions thereof, and the relocation or closing of offices, departments, divisions or subdivisions, buildings or other facilities.
  8. Determine the placement of operation, production, service, maintenance, or distribution of work, and the source of materials and supplies.

9. Determine the financial policies, including all accounting procedures, and all matters pertaining to public relations.
  10. Determine the size of the management organization, its function, authority, amount of supervision and table of organization, provided that the BOARD shall not abridge any rights from employees as specifically provided for in this Agreement.
  11. Determine the policy affecting the selection and training of employees providing that such selection shall be based upon lawful criteria.
- B. The exercise of the foregoing powers, rights, authority, duties and responsibilities by the BOARD, the adoption of policies, rules and 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 of this Agreement and Public Act 379, and then only to the extent such specific and express terms thereof, are in conformance with the Constitution and the laws of the State of Michigan and the Constitution and the laws of the United States. Nothing contained herein shall be considered to deny or restrict the BOARD of its rights, responsibilities, and authority under the Michigan General School Laws or any other national, state, county, district, or local laws or regulations as they pertain to education.

#### ARTICLE V - PROFESSIONAL COMPENSATION

- A. The salaries of personnel covered by this Agreement are set forth in Schedule A, which is attached to and incorporated in this Agreement. Such salary schedule shall remain in effect during the term of this Agreement.
- B. The salary schedule is based upon the required teacher attendance days as listed in the appropriate schedule.
- C. The teacher shall be paid compensation, in addition to this base salary for all assignments beyond the regular school day as set forth in Schedule B, which is attached to and incorporated in this Agreement.
- D. If a teacher is requested and agrees to teach a course in addition to his/her normal assigned duties, his/her rate of pay shall be the percentage of that teacher's salary prorated on a daily rate, as follows:

Elementary 1/8                  Middle School 1/6                  Senior High 1/6

- E. Per diem compensation for class size in excess of contractual maximums as provided in Article IX, Section B

Elementary:

$$\frac{\text{Teachers Per diem Salary}}{\text{Maximum Class Size}} \times \# \text{ Excess Students} \times \# \text{ Days}$$

Secondary Class Size Formula:

$$\frac{\text{Teachers Per Diem Salary}}{5 \times \text{Maximum Class Size}} \times \# \text{ Excess Students} \times \# \text{ of Days}$$

The formula will be modified for teachers whose class schedule is comprised of both those classes covered by the maximums and those which are not by pro-rating the per diem salary by that percentage of the daily schedule composed of classes covered by the class size maximums.

Example:

Teacher schedule:

3 Social Studies  
2 Typing

Formula:

$$\frac{3/5 (\text{teachers per diem salary})}{5 \times \text{Maximum Class Size}} \times \# \text{ Excess Students} \times \# \text{ of Days}$$

#### ARTICLE VI - CALENDAR

- A. The school calendar for each year of this contract is printed as Schedule C and incorporated into this Agreement.
- B. Parent-teacher conferences will be held in accordance with the established calendar. Conferences will be scheduled from 6:00 - 8:15 p.m. on two designated evenings. Elementary teachers unable to schedule a conference for each parent(s) of the student assigned to them will schedule conferences with parents before the student day begins, after the student day ends, or during a teacher conference period within the week of officially designated conferences. The last afternoon of conference week shall have no students in attendance and will be classified as compensatory time for teachers.

Teachers whose schedules are split between two (2) or more buildings will be given reasonable advance notice [at least ten (10) working days] of which building's conference schedule they are to follow.

- C. In-service education days shall be incorporated into the negotiated calendar. A representative of the teaching staff from each building shall work with the administration in making ways to most effectively use this time. Suggestions for use of these days may include but are not limited to: opportunities to consider new curriculum courses, continuation of previous curriculum studies, visitations, or special curriculum projects.

#### ARTICLE VII - TEACHING HOURS

- A. The DISTRICT recognizes that professional assignments and work schedules should be arranged with a 37 1/2 hour week. The workday for the regular classroom teacher

normally consists of student instruction, conference/planning time, and a duty-free lunch period.

The duty-free lunch period for teachers, which may include passing time and noon recess, shall be the same length as the lunch/noon recess period for students in the major assigned building. Should a teacher accept supervisory duty in lunch rooms for recess periods which fall outside the scope of his/her regular assignments as established by the administration, he/she will be given additional remuneration at a rate negotiated by the BOARD of Education and the ASSOCIATION.

All teachers shall be guaranteed a minimum of one conference/planning period within the regular teacher work day equal in length to a class period in the major assigned building unless an emergency necessitates the principal requiring a teacher to substitute in an unsupervised classroom. This provision may be modified by mutual agreement of principal and teacher provided conference/planning time is not reduced.

- B. All teachers shall attend meetings called by the administration as a regular part of their teaching assignment unless otherwise excused by the administration. The superintendent or a building principal may call staff meetings of personnel from time to time. Sufficient notice of such meetings will be given whenever practicable. Such meetings may exceed the normal work day no more than three times each semester.
- C. The superintendent will invite the ASSOCIATION President or his/her designee and Department Chairpersons to meet with the building principals prior to the opening of school year and as needed to review middle school and high school assignments to determine if there are ways to effectively reduce the number of preparations assigned to each teacher. The Superintendent shall review and consider recommendations made by the ASSOCIATION President.

#### ARTICLE VIII - TEACHING ASSIGNMENTS

- A. Teachers who will be affected by a change in grade assignments for the forthcoming school year will be notified by their building principal by the last day of the school year. Both parties realize that conditions may arise which necessitate changes after that date. Every effort will be made to avoid reassigning probationary elementary school teachers to different grade levels.
- B. Any teacher employed by the DISTRICT as of August 29, 1983, and subsequently transferred to an administrative or supervisory position who shall later return to teacher status shall be entitled to regain all such rights as he/she may have had under this or subsequent agreements, prior to such transfer.
- C. If a teacher is assigned or reassigned to a new position after the 60th day prior to the opening of the school year, he/she may resign without penalty, or request a leave of absence without pay for the balance of the school year; said leave shall be granted by the BOARD of Education. The request for leave without pay or resignation must be in writing in the Superintendent's office not later than ten (10) calendar days after the teacher has been notified of his/her new assignment. The leave option is limited to each teacher to one time only. The leave option is not available to a laid-off teacher.

D. All the probationary teachers who have been notified in accordance with the tenure law, that they have been placed on continued probation for the following year, shall submit in writing on or before July 1, a signed statement indicating that they will be returning to the employ of the DISTRICT for the following school year. The DISTRICT will provide a notification form attached to the probationary teacher's letter of continued employment.

E. SHARED TEACHING

1. Two teachers may request to share one teaching position including a written plan to implement the shared position. Such request should be presented to their respective principals for approval. If request is denied, appeal may be to the Superintendent. The decision of the Superintendent is final.
2. Each teacher sharing a position shall receive a pro-rata portion of his/her salary, sick leave, and personal business days.
3. The DISTRICT shall pay a pro-rated premium for health benefits or the option in lieu of health benefits for all shared time teachers. Premiums for all other benefits as stated in this Agreement shall be paid by the DISTRICT if the carrier will permit the coverage.
4. Each teacher participating in a shared teaching position will receive seniority pro-rated on the same basis as other teachers who take a voluntary part time assignment, as set forth in Article X.
5. Shared time request approval is for one year at a time. All requests must be submitted annually.
6. All requests for shared teaching must be submitted in writing to the principal on or before April 1 of the current year.
7. All shared time teachers will be expected to attend scheduled staff meetings. No shared time position can be for less than one-third of a day or one semester.

F. When a teacher initiates a request for an assignment that is less than full time, and when said request is granted by the DISTRICT, that teacher shall receive a pro-rated share of fringe benefits paid by the BOARD. Further, should the DISTRICT initiate the assignment of a teacher to a position that is less than full time, the DISTRICT agrees to provide the affected teacher(s) with fully paid insurance benefits. The parties agree that a pro-rated share of fringe benefits shall be paid by the BOARD for the following two plans: Plan 1 - a pro-rated share of the premium for the health insurance programs listed in Article XIV, Section A.1, or Plan 2 - consisting of a pro-rated share of the annuity program set forth in Article XIV, Section A.2.

**ARTICLE IX - TEACHING CONDITIONS**

A. The parties recognize that the availability of adequate school facilities for both students and teachers is desirable to insure the high quality of education that is the goal of both



teachers and the DISTRICT. It is also acknowledged that the primary duty and responsibility of the teacher is to teach, and that the organization of the school and the school day should be directed at insuring that the energy of the teacher is primarily utilized to this end.

1. Ten hours of release time per year will be granted to the elementary staff for special preparation, planning, and school improvement. The administration, in consultation with the staff, shall determine the building program, hours and dates. One (1) "Early Out" date may be devoted to school improvement tasks under the direction of the building principal. (The release time shall encompass six dates with one hour and forty minutes of release time from students.)
  2. Two (2) co-op aides will be employed to work approximately two (2) hours per day during the calendar year at Botsford and Grandview. At no time will time sheets exceed a total of 20 hours for any pay period. Students will be employed as soon as possible through the co-op education office at the high school. The aides will be scheduled and monitored by the C.E.A. building representatives.
- B.
1. Because the pupil-teacher ratio is an important part of an effective educational program, the DISTRICT will strive to maintain a DISTRICT ratio of 27 elementary students per classroom teacher and in no case exceed a ratio of 32 students per elementary classroom teacher excepting physical education, vocal and instrumental music, and learning center instruction.
  2. The DISTRICT will strive to maintain a DISTRICT ratio of 27 secondary students per classroom teacher. The total daily student load of a secondary classroom shall not exceed a total of 32 students multiplied by the number of classes taught excluding the areas of physical education, vocal and instrumental music, typing, media center instruction, and study hall.
  3. Recognizing that enrollment is variable through the fourth Friday, the DISTRICT will make every reasonable effort to adjust class sizes and as the need arises will have until the fifth Friday to make all adjustments regarding the above ratios for the first semester and two weeks following the starting date of the second semester, for secondary only.
  4. In the event of a financial emergency created by an extreme loss of state aid or the loss of an operational millage renewal, the above stated ratios will be rendered null and void and the ratio of 40 professional non-administrative teacher personnel per 1,000 students will go into effect.
- C.
- Appropriate texts, library reference facilities, maps and globes, laboratory equipment, audio-visual equipment and other educational technology, art supplies, athletic equipment, current periodicals, standard tests and questionnaires, and similar materials are the tools of the teaching profession. The parties may confer from time to time for the purpose of improving the selection and use of such educational tools; provided, however, that the final decision with respect to such matters rests solely with the BOARD of Education of the DISTRICT as subject to state law.

- D. In the event that school is closed because of snow, ice, or other such conditions beyond normal control, no bargaining unit member will be expected to report. Should the number of actual student attendance days fall below the minimum number of such days required by law in order to qualify for full state aid reimbursement, then sufficient number of student instruction days will be added to the calendar to meet the minimum number of student instruction days as required by law. Such days shall be scheduled on consecutive weekdays beginning on the last scheduled Records Day in June, with the date of scheduled Records Day adjusted to the weekday after the last student instruction day. Such rescheduling shall not affect, or otherwise require, an adjustment of salary, compensation, or other benefits provided within this collective bargaining agreement.
- E. When pupils are not required to report to school or are dismissed from school due to an emergency situation such as loss of heat, water, or power, the teachers will not be required to remain in the affected building, however, the teachers may be directed to report for assignment elsewhere at the discretion of the administrator.
- F. It is mutually agreed that the primary function of the general education teacher is to provide instruction and "general care" to all students in the school environment. When health care needs or custodial needs of certified special education students routinely require adult assistance, the I.E.P.C. form shall designate an appropriate adult other than the general education teacher to fulfill these tasks. This does not preclude the need for general education teachers to carry out these responsibilities in emergency situations. When the district convenes an I.E.P.C. to determine options in placement for a medically fragile student, the receiving classroom teacher and/or appropriate staff who shall be involved with the student shall have the opportunity to attend the I.E.P.C. meeting.

#### ARTICLE X - LAYOFF AND RECALL

Should conditions make necessary a reduction in the number of teachers employed by the DISTRICT, the order of reduction shall be:

##### A. Layoff Procedure

1. Temporary employees.
2. Probationary employees.

Except: A probationary teacher may be retained for a given position if there is no certified and qualified tenure employee for the position.

3. Tenure employees.
  - a. Subject to certification and qualification, teachers with the least seniority in the district.
  - b. If equality prevails in part a., then the teacher with the greatest number of years as a teacher shall be retained.

- c. If equality prevails in a., and b., then the teacher with the highest degree shall be retained.
- d. If equality prevails in a., b., and c., above, the teacher possessing the greatest number of hours beyond his/her degree shall be retained.
- e. If equality prevails in a., b., c., and d., above, the teacher to be retained shall be determined by the Superintendent of Schools.

B. Notification

1. Any employee who is to be laid-off shall be notified at least sixty (60) days prior to the first day of the next school year.
2. The BOARD of Education will invite the ASSOCIATION President or designee to meet in March for the purpose of providing information concerning annual staff reduction by lay-off, and in June for the purpose of providing information concerning the possible recall of staff.

C. Recall

A teacher whose service is terminated because of a necessary reduction in staff shall be appointed to the first vacancy in the school district for which he/she is certified and qualified, and recalled in reverse order of layoff as outlined in paragraph A. above.

D. Recall Procedure

1. In the event of recall, the BOARD shall notify a teacher of recall by certified letter, return receipt requested, at his/her last known address. A teacher shall have five (5) calendar days from receipt of the letter to notify the BOARD of his/her intent to return and must be able to return within ten (10) calendar days of said receipt. The notice of recall from the BOARD shall contain a statement of the employee's rights and obligations should s/he elect to refuse recall or request a leave of absence, and the time limits for his/her reply.
2. It is understood that failure of the teacher to meet the time limits above shall be considered the resignation of said teacher.
3. Each teacher on layoff must notify the Superintendent's office, in writing, by June 30 of each school year of the teacher's then current address and any change of address thereafter.
4. The BOARD shall have no obligation to recall any probationary teacher if said teacher has not been recalled within two (2) school years from the end of the school year in which the teacher was notified of layoff.
5. Refusal of recall shall be deemed job abandonment, and shall result in termination of all employment rights, unless the refusal is based upon one of the following four

reasons: a legal obligation of employment with another Michigan public school district; a written contract of employment which cannot be terminated; refusal of recall to a less than comparable position to the one from which the employee was laid off (e.g., less hours, less pay, or less fringe benefits); or the employee qualifies for a leave of absence for disability, child care, military service, or hardship under the terms of Article XIII. An employee refusing recall shall state the reasons in writing, or shall apply for a leave in writing within five (5) calendar days of receipt of the letter of recall. If the DISTRICT does not agree that the employee has a basis for refusal of recall or the leave request is denied, the employee shall be notified and given an opportunity to accept recall. An employee who refuses recall because of employment obligations shall remain on the recall list with recall rights as outlined in this Article after the term of the conflicting employment. Employees who refuse recall to less than comparable positions shall remain on the recall list with recall rights as outlined in this Article to the first comparable vacancy for which no other laid off employee has a superior right. The rights of employees who apply for a leave of absence are controlled by Article XIII.

E. Seniority

1. Seniority shall be defined as total years of service to the DISTRICT computed from the first day the employee reported to work except employees hired after August 29, 1983, who will accrue seniority only for the time in the bargaining unit. Sabbatical and military leaves should not be considered an interruption of years of service. All other leaves shall not count as years of service, but seniority is computed from the first day of work excluding time on leave. However, those employees going on long term disability shall be credited with a full year of service for the school year in which the disability occurs and the following year. If a person resigns or leaves the employ of the DISTRICT, other than on approved leave of absence and subsequently returns, seniority is computed from the first day after the employee returned to the employ of the DISTRICT.
2. Effective with the 1988-89 school year, when a teacher initiates a request for an assignment that is less than full time and when said request is granted by the DISTRICT, that teacher shall earn pro-rated seniority. Should the DISTRICT initiate the assignment of a teacher to a position that is .5 or greater, the teacher shall earn full time seniority.

During the time of acknowledged layoff, the following will apply for tenure teachers only. For employees requesting voluntary leave, seniority will continue to accrue for a period of not more than two (2) years. For employees who are laid off, seniority will continue to accrue without interruption.

F. Qualifications

The parties agree that for the purposes of this agreement, qualifications will be defined as set forth below. Further, the BOARD agrees to abide by these criteria when determining teacher qualifications.

1. Elementary

In addition to certification, the following criteria shall be required:

- a. Documented experience (teaching or non-teaching) in the subject(s) to be taught.
- b. Spectrum of teaching experiences.
- c. College credit courses in the subject(s) to be taught.

2. Middle School

In addition to certification, the following criteria shall be required:

- a. Documented experience (teaching or non-teaching) in the subject(s) to be taught.
- b. Spectrum of teaching experiences.
- c. College credit courses in the subject(s) to be taught.

3. High School

Certification at the high school level in the subject(s) to be taught is the normal standard. Additional qualifications shall be considered in the event that the assignment is in a teaching minor. Additional qualifications are defined as follows:

- a. Scope and level of the assignment.
- b. North Central Standards.
- c. Documented experiences (teaching or non-teaching) in the subject(s) to be taught.

4. All of the above criteria shall be used by the DISTRICT in ascertaining teacher qualifications.

G. Seniority List

Six (6) copies of the annual certified seniority list shall be forwarded by the BOARD to the ASSOCIATION. The seniority list, constructed from the most senior employee to the least, shall include the first day of work, total number of years experience in the DISTRICT, total number of years experience outside of the DISTRICT, degree levels, current assignment and certification for each employee. This list shall be in accordance with Section E I of this Article and the list will be available prior to September 1.

## ARTICLE XI - VACANCIES, PROMOTIONS, AND TRANSFERS

- A. A request by a teacher for transfer to a different building or position shall be made in writing to the personnel office each year. Such request must be made by April 1 of the current year. The school administration agrees to consider such requests, however, such requests shall be considered only when a vacancy occurs and shall not constitute a bumping procedure. Any staff member requesting such a transfer will be notified in writing of the decision. Reasons for denial will be given in writing if requested.
- B. 1. Whenever a vacancy in any bargaining unit position in the DISTRICT shall occur, the DISTRICT shall publicize the same by giving written notice of such vacancy to the C.E.A. President and providing for appropriate posting in every school building. During the summer, when school is not in session, notice of such vacancies shall be included in pay envelopes being mailed to employees and also available in the board office to those employees who pick up their pay checks. No vacancy shall be filled, except on a temporary basis, until such vacancy shall have been posted for at least fourteen (14) calendar days.
2. A vacancy shall be defined as an unfilled bargaining unit position created by retirement, resignation, or new position. Situations of known short term as stated by the employee shall not be considered to be a vacancy.
3. Any teacher may apply for such vacancy. In filling such vacancy, the DISTRICT agrees that the vacancy shall be filled by the most senior certified and qualified applicant, as defined in Article X, Section F, of the Agreement, provided this does not prevent the recall of a teacher on layoff. This procedure will be used once during the school year. Any vacancy created by this transfer process during the school year will be filled by the recall of a laid-off teacher. If no such certified and qualified staff member on layoff exists, the DISTRICT shall involuntarily transfer a current employee to allow for recall of the most senior teacher on layoff.
- C. 1. Promotions Within the Bargaining Unit
- The DISTRICT declares its support for a policy of promotion from within its own teaching staff and will consider all DISTRICT applicants for promotion. A promotion is defined as a change in position which results in additional compensation for additional duties and/or responsibilities being conducted during the regular school day. Promotions are not meant to include the taking on of additional duties in connection with extra curricular or extra-contractual activities. The posting provisions for vacancies described above apply to promotions.
2. Promotions Outside the Bargaining Unit
- The DISTRICT shall publicize a non-bargaining unit promotion by posting and by mailed notice to the C.E.A. President.
- D. If it is necessary to involuntarily transfer teachers to fill vacancies, the DISTRICT agrees to utilize the following procedures:

1. The DISTRICT will endeavor to inform all affected teachers as early as possible.
2. Whenever possible, the teachers so affected will be given an opportunity to express their preference for assignment and the DISTRICT will consider the teacher's identified preference when making involuntary transfers. When two or more certified and qualified teachers express a preference for the same position, the position will be awarded to the most senior certified and qualified teacher as defined in Article X, Section F, of this Agreement.
3. No teacher will be involuntarily transferred for two (2) consecutive years without just cause.
4. Information regarding the DISTRICT's staffing needs, as it relates to involuntary transfers, will be made available to the ASSOCIATION, upon request.
5. When the staffing allocation is reduced in a building and teachers must be transferred, if there are no volunteers, the least senior teacher who is certified and qualified shall be transferred. This clause shall not apply if it necessitates the hiring of a new employee while current employees are on layoff.

#### ARTICLE XII - LEAVE WITH PAY

- A. At the beginning of each school year, each teacher employed by the DISTRICT shall be credited with a ten (10) day sick leave allowance to be used for absences from duty because of personal illness or temporary physical disability, or illness in the immediate family, or quarantine. The immediate family shall be interpreted as husband or wife, mother, father, sister, brother, son, daughter, or grandparents and the same relatives of the spouse.

In the event a person leaves the employment of the school DISTRICT prior to the end of the school year, for reasons other than illness, the above ten (10) days shall be pro-rated based on a one (1) sick day per month formula. In the event a person is employed for any period of time less than the full contract year, the ten (10) days shall be pro-rated on a one (1) sick day per month formula.

The unused portion of each year's leave shall be allowed to accumulate without limit. The purpose of accumulated sick leave is for the financial protection of the teacher in the event of and during his/her extended personal illness, or illness in the immediate family as defined above. A medical statement showing a teacher's fitness to resume his/her teaching duties may be required following the granting of sick leave pay for days used from accumulated sick leave.

- B. Should a death occur in the immediate family, the teacher may be allowed (5) days at the time of bereavement without loss of pay. These days shall be in addition to the regular authorized leave with pay but shall in no event accumulate. The immediate family in this instance shall be interpreted as husband, wife, mother, father, brother, sister, son, daughter, grandparents, and the same relatives of the spouse.

- C. The parties agree to establish a sick leave bank which will be administered by the ASSOCIATION. Teachers shall contribute one day of their sick leave allowance to this Bank; thereafter the contribution of additional days shall be determined by the ASSOCIATION and only when the total number of days in the Bank is 20 days or less. In no case shall the total number of days contributed to the Bank in a given contract year exceed twice the membership. A teacher who has exhausted his/her cumulative sick leave and is unable to return to work due to his/her personal illness, injury, or disability may request withdrawal from the sick leave bank. Said requests shall be made in writing to the ASSOCIATION at least ten (10) work days prior to the first withdrawal date in order for the request to be considered.
- D. Each teacher shall be informed of the number of sick leave days he/she had accumulated with the first payroll check of each school year in the space provided for this information.
- E. All teachers regularly employed by the DISTRICT shall be granted four (4) days per year with pay, which shall be designated personal leave, to transact personal business, providing arrangements for such leaves are made at least twenty-four (24) hours in advance with the building principal. On any given day the number of teachers using personal leave shall not exceed 20% in each building, except for the observance of religious holidays.

In the event that personal leave is not utilized it shall be added to the accumulated sick leave of such personnel. The day immediately preceding, or the day immediately following a legal holiday or school recess, will not be recognized as a personal day.

- F. Each employee will be covered by the applicable worker's compensation laws. For employees hired prior to September 1, 1994, the DISTRICT will supplement the benefits as follows:

A teacher who is disabled because of an injury or disease arising out of his/her employment with the school DISTRICT compensable under the Michigan Workmen's Compensation Law, shall receive from the DISTRICT the difference between the benefits under the Workmen's Compensation Law and his/her regular annual salary determined as of the date of disability for the duration of such disability but not to exceed one year from the date of injury with no subtraction of sick leave.

- G. Leaves of absence with pay not chargeable against the teacher's allowance shall be granted for the following reasons:
  - 1. Absence when a teacher is called for jury service. Any teacher shall receive the difference between jury duty and his/her regular pay.
  - 2. Court appearance or subpoena as a witness in any case connected with the teacher's employment or the school or whenever the teacher is subpoenaed to attend any school connected proceedings.
  - 3. Authorized absence due to a bodily injury, inflicted by a student or injury in the line of duty not covered in Section F.



4. Teachers who have been employed in the DISTRICT for seven (7) years may apply for a sabbatical leave for one year. During said sabbatical leave, the teacher shall be considered to be in the employ of the DISTRICT and shall receive a salary equivalent to the B.A. base for the year during which the leave was granted, including health and insurance benefits. Upon return from leave, the teacher shall agree to be employed a minimum of two years in the DISTRICT and shall be restored to his/her former position or a like position and shall be placed on the salary schedule without penalty. Any teacher who does not complete the two year minimum employment requirement, shall return to the DISTRICT, all monies funded him/her under this Agreement as a condition of termination of employment with the DISTRICT. The teacher shall obtain a performance agreement which meets these conditions prior to final approval for said sabbatical leave. Not more than one teacher shall be granted a sabbatical leave for any one school year. Request for sabbatical leave must be before February 15. The sabbatical leave is designed to provide an opportunity for a staff member to develop and/or improve professional competence and personal growth which consequently would serve to enhance the general welfare of the Clarenceville School District.

#### ARTICLE XIII - LEAVE WITHOUT PAY

##### A. Family and Medical Leave

The U.S. Department of Labor Family and Medical Leave Act of 1993 will be adhered to.

1. Upon written request under this act, the Clarenceville School DISTRICT will provide up to 12 weeks of unpaid, job-protected leave to "eligible" employees for certain family and medical reasons. Employees are eligible if they worked for the district for at least one (1) year, and for 1,250 hours over the previous 12 months. Unpaid leave must be granted for any of the following reasons:
  - a. to care for the employee's child after birth or placement for adoption or foster care;
  - b. to care for the employee's spouse, son or daughter, or parent who has a serious health condition; or
  - c. for a serious health condition that makes the employee unable to perform the employee's job.
2. The DISTRICT requires a 30-day advance notice when the leave is "foreseeable." The district may require medical certification to support a request for leave because of a serious health condition and a fitness for duty report to return to work. Taking of leave may be denied if requirements are not met.
3. For the duration of FMLA leave, the Clarenceville School DISTRICT will maintain the employee's health coverage, and all health related benefits, under the plan in effect. The district may use whatever means necessary to recover health

premiums it paid to maintain health coverage for an employee who fails to return to work from FMLA leave.

4. Upon return from FMLA leave, an employee must be restored to his or her original job, or to an equivalent job with equivalent pay, benefits and other employment terms and conditions.
5. Leave for birth or placement for adoption or foster care must conclude within 12 months of the birth or placement.
6. Under some circumstances, employees may take FMLA leave intermittently--which means taking leave in blocks of time or by reducing their normal weekly or daily work schedule. This is usually taken when medically necessary to care for a seriously ill family member or because the employee is seriously ill and unable to work.
7. If FMLA leave is for birth or placement for adoption or foster care, use of intermittent leave is subject to the employer's approval.
8. Subject to certain conditions, employees or employers may choose to use accrued paid leave (such as sick leave) to cover some or all of the FMLA leave.

B. Personal Leave

1. Leaves of absence without pay, may be granted upon written request of a teacher for a period not to exceed one (1) year, subject to renewal at the will of the BOARD. The BOARD agrees to give consideration to all requests for voluntary unpaid leaves of absence during the period of impending or actual lay off.
2. All teachers who receive a leave of absence without pay must notify the DISTRICT in writing, of their desire to return, at least 90 days prior to the termination date of their leave except in the case of an unpaid medical leave. Failure to comply shall deem the leave terminated.
3. Teachers on leave of absence shall retain their accumulated sick leave allowance. A teacher shall be returned from leave of absence if the same or substantially equivalent position is available. No leave of absence shall extend beyond two years unless an unusual condition exists which would allow the teacher to submit a written request for an extension to the BOARD of Education.
4. A teacher whose personal illness extends beyond the period compensated for under Article XII shall be granted a leave of absence without pay for the duration of the disability but not to exceed one year unless reapplied for. It is agreed that normally thirty (30) days notice of intent to return would be required. However, in no case would less than fourteen (14) calendar days notice be accepted for return to work.

C. Military Leave

Military leaves of absence without pay 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, not to exceed one regular term of service. Personnel returning from military leave must request reinstatement and such request must be accompanied by proof that he/she is qualified to perform the duties of this employment with the DISTRICT. The application for reinstatement must be made within 90 days from the date of honorable separation from service. Teachers on military leave shall be given the benefits of any increments and sick leave allowances which would have been credited to them had they remained in active service to the school system.

D. Special Leave

A leave of absence without pay may be granted for up to one semester by the BOARD of Education to a teacher who gives detailed information indicating family or personal hardship or other extenuating circumstances. Such information shall be kept confidential. Additional leave time may be granted upon review by the BOARD of Education.

Upon verification of employment, teachers on authorized leave to participate in the Peace Corps, Job Corps, foreign military or exchange teaching program shall be given the benefit of any increments which would have been credited to them had they remained in active service to the school system.

E. Return from Leave

At the end of his/her leave of absence, a teacher must return to employment unless she/he applies for and is granted another leave of absence. If the BOARD exercises its discretion to deny such a request, the teacher shall be notified of this fact in writing, along with notice that failure to return to active employment may constitute job abandonment and the attendant loss of employment with the DISTRICT, and she/he shall be given a reasonable period of time to return to active employment. If, at the end of a leave, a vacancy does not exist for the employee, she/he shall be returned to the list of active employees and staffed in accordance with the Lay-off and Recall Article of this Agreement, Article X.

#### ARTICLE XIV - INSURANCE PROTECTION

- A. In addition to other compensation provided in this Agreement, the DISTRICT shall pay the premium for the following plan for each teacher in the DISTRICT:
1. MESSA Super Med 1 health insurance, with the MESSA Care Rider, including a two dollar (\$2.00) co-payment for prescription drugs. For each employee selecting health insurance, the DISTRICT will add to the amount of such employees' contract an additional one hundred fifty dollars (\$150.00) annually to cover the cost of the deductible clause.
  2. Any teacher not enrolled in the program above may elect at DISTRICT expense, to take the following option program.

A tax sheltered annuity not to exceed the total of \$1,800.00 for a year.

3. If the MESSA PAC increases in cost from the 1993-94 school year to the 1996-97 school year, C.E.A. members shall pay the increase or meet with the BOARD team to explore other insurance options.
- B. The DISTRICT shall pay the premium for a liability insurance policy to include instructional personnel providing a \$1,000,000 coverage.
- C. The DISTRICT shall pay the premium for \$30,000 term life insurance policy with accidental death and dismemberment benefits for each teacher.
- D. Upon individual authorization, the DISTRICT shall deduct a tax sheltered annuity payment for that individual not more than once each month. Said deduction shall only be paid to the following companies: Prudential, MEA Financial Services, and Shearson-Lehman or other companies selected by the C.E.A. executive board.
- E. The DISTRICT shall pay the premium for a long-term disability insurance for each teacher in the amount of: 60 days waiting period, 66 2/3 of salary up to a maximum of \$3,500 per month as outlined in the policy.
- F. The DISTRICT shall pay the premium for MESSA dental care program for all employees of the bargaining unit and their eligible dependents, Plan E-07, (80% Class I benefits, 80% Class II benefits, 80% Class III benefits). However, any employee covered by another group dental plan shall not be eligible for MESSA dental care program, Plan E-07 above, but shall be eligible for MESSA dental care program Plan C.01 (50% Class I benefits, 50% Class II benefits, 50% Class III benefits) with both internal and external coordination of benefits.
- G. The DISTRICT shall pay the premium without cost to the employee for MESSA vision care Intermediate Plan for all teachers and their eligible dependents.
- H. General Provisions Regarding Insurance Protection
  1. A teacher employed prior to November 1, who fulfills his/her contract and resigns or is laid-off at the end of the students' school year, shall have the group coverage continued at DISTRICT expense from June 30-August 31. Employees hired after November 1, will have fringe benefits from June 30-August 31 pro-rated for the length of service during the students' school year.  
  
(Example: Teacher hired on February 1 and completes school year would have fringe benefits paid by the DISTRICT from June 30 - July 30. (5/10 of year = 1/2 June 30 - August 31.)
  2. The DISTRICT shall have no obligation to continue payment for insurance benefits in the event that compensation is terminated for any reason; except, in the case of those teachers receiving long-term disability benefits, said teachers shall continue to receive all insurance coverages paid for by the BOARD on a continuous

basis for twelve (12) months after qualifying for LTD benefits. The employee may continue the insurance benefits at their own expense, provided the policy allows them to do so.

3. The DISTRICT shall have no liability for the payment of any benefits, proceeds, or other provisions of insurance plans, but shall be required only to remit the funds in accordance with the written authorization from each person and then no more often than once each month.
4. The DISTRICT shall make payment of insurance premiums for all persons to assure insurance coverage for the full twelve (12) month period commencing September 1 and ending August 31 unless otherwise provided in this Agreement. The open-enrollment period shall be jointly established by the DISTRICT, the ASSOCIATION and MESSA, including opportunities for summer pre-enrollment and fall open enrollment. The DISTRICT shall be responsible for providing insurance information including applications and claim materials supplied by the carrier.
5. Payroll deductions shall be available for all MESSA and MEA Financial Services programs.

#### **ARTICLE XV - TEACHER PERFORMANCE REVIEW**

- A. The primary purpose of evaluation is the improvement of instruction. The Teacher Performance Review has been designed to assist in improving teacher performance.
- B. The Teacher Performance Review form, (**Appendix A**) shall be used. The Criteria for Teacher Performance Review, (**Appendix B**) shall be placed in the teacher handbook and used.
- C. The principal or supervisor shall conduct a minimum of three performance reviews and pre-observation data sheets (**Appendix C**) for each probationary teacher. At least two performance reviews shall take place during the first semester and at least one shall be scheduled during the second semester but prior to March 15.

Tenure teachers shall have a performance review for the purpose of evaluation at least once every three years or annually at a teacher's request. The performance review shall be based primarily upon classroom observations as outlined on the pre-conference sheets.

Observations of classroom performance shall be for not less than one class period. Observations shall not occur on the day before a scheduled vacation or holiday, and unless as a follow-up to an earlier evaluation, no initial observations shall occur after May 15 of each year.

All monitoring or observations of the classroom performance of a teacher shall be conducted openly and with full knowledge of the teacher.

D. The performance review shall include:

1. Pre-conference in which the administrator or supervisor and teacher review the procedures to be used for evaluation, the criteria to be used, the instrument to be used, and the date for observations.
2. Classroom observations.
3. Post-observation conferences.
4. A written evaluation.

The evaluation shall be reduced to writing and a signed and dated copy given to the teacher within ten (10) days of the completion of the classroom observations. In the event a teacher desires to write a comment in regard to his/her review or written evaluation, the teacher may do so within five (5) school days and have it attached to his/her written evaluation or a statement may be placed in the teacher's personnel file.

E. The performance review shall be the primary method the principal or supervisor uses to make specific recommendations regarding methods and procedures a teacher can utilize to improve instruction. If a principal or supervisor believes a teacher is doing unsatisfactory work, the instructional deficiencies and specific ways in which the teacher is to improve and the assistance to be given by the administrator will be reflected in a written Individualized Development Plan (Sample D) to be presented to and discussed with the teacher.

The teacher may submit a response to the plan which shall be attached to the plan. A period of forty-five teaching days will be granted in order to improve the teacher's performance. During this period, conferences between the administrator and teacher will take place to review the teacher's progress and provide support. The teacher shall have the right of representation in any conference.

F. Following the expiration of the above mentioned period, if the teacher's instructional performance has not improved, an updated copy of the written Individualized Development Plan will be given to the teacher. An Intensive Assistance Program (Sample E) prescribing further recommendations shall be instituted.

The Intensive Assistance Program will enumerate the specific instructional deficiencies and prescription for improvement. The document will set a time limit of no less than one hundred thirty-five teaching days to correct the deficiencies. The document will specify the precise consequences should the teacher fail to attain the level of improvement prescribed by the administration.

G. Dismissal of any teacher shall be in accordance with the procedures set forth in the Teacher Tenure Act. Any complaint against a bargaining unit member by any person, including any parent of a student, must be brought to the attention of the bargaining unit member forthwith.

- H. All administrators involved in observations/evaluations shall be trained in the evaluation criteria and procedures set forth in this Agreement.
- I. Teachers assigned to more than one building may request evaluation in all buildings involved if the teacher wishes to have the entire assignment evaluated. Such request will be honored but should not exceed one evaluation per building per year. No teacher who is assigned to a building for only one period a day will be formally evaluated for the first semester of an assignment for which he/she has minimal or no experience.
- J. The BOARD agrees that the performance review shall not be used as punishment, discipline, or reprimand. It is understood and agreed by the parties that the performance review is subject to the grievance procedure.
- K. A teacher who is going to receive an unsatisfactory evaluation shall be informed that it would be in his/her best interest to contact the ASSOCIATION President to be present at their post observation conference.

#### ARTICLE XVI - PROTECTION OF TEACHERS

- A. The teacher has the responsibility to maintain control and discipline in the classroom. The DISTRICT has the responsibility to give support and assistance to teachers with respect to the maintenance of control and discipline.
- B. A teacher may exclude a pupil from class when the offense, in the teacher's opinion, is serious or when the student is causing an uncontrollable disruption. The excluded pupil must be sent to the proper administrator. In such cases, the teacher shall furnish the administrator, as promptly as his/her teaching obligations will allow, full particulars of the incident in writing. The student shall not be returned to class without a written disposition to the teacher by the administrator or delegate handling the incident. A teacher may request of the administrator that a conference be held between the student, teacher, parent/guardian of the student, and the responsible administrator. Such conference shall be scheduled as soon as possible and practical. Progressive discipline procedures will be reinforced and/or established during this conference. Suspension of students may not be imposed by a teacher, but may be recommended to the administrator by the teacher. (Note: The above wording is accepted with the following understanding: The telephone could be used for a conference with a student's parent or guardian. The intent of the language is that if a conference is requested by a teacher, a conference shall be held. The administration shall use progressive discipline procedures that demonstrate for the courts that rules have been enforced and that a student's rights have not been violated.)
- C. Teachers shall exercise reasonable care with respect to the safety of pupils and property, but shall not be individually liable, except in the case of gross negligence or gross neglect of duty, for any damage or loss to person or property.
- D. Any case of assault upon a teacher arising out of the course of employment shall be reported promptly to the BOARD or its designated representative. If the assault was by a student, the student will immediately be excluded from the teacher's class while the building administrator recommends a suitable course of action, in accordance with BOARD policy.

The BOARD or its designated representative (who may be legal counsel for the DISTRICT), may investigate the matter, and shall consult with the teacher concerning his/her rights with respect to such assault, if requested by the teacher. Thereafter, the BOARD shall have no obligation to provide any further assistance of counsel except as set forth herein.

#### ARTICLE XVII - NEGOTIATION PROCEDURE

- A. It is contemplated that matters not specifically covered by this Agreement, but of common concern to the parties, shall be subject to professional negotiations between said parties from time to time during the period of this Agreement and only by mutual consent. The parties shall undertake to cooperate in arranging meetings, selecting representatives for such discussions, furnishing necessary information, and otherwise constructively considering and receiving any such matters.
- B. Subject to Article I.B., the parties will begin negotiations for additions, deletion or amendments to this Agreement covering wages, hours, terms, and conditions of employment of teachers employed by the DISTRICT, not later than 90 days prior to the expiration of this Agreement.
- C. Each party shall have the right to control and select its own bargaining representatives. No amendment to this Agreement shall be effective unless ratified by the BOARD of Education of the DISTRICT, and the ASSOCIATION.

The parties mutually pledge that representatives selected by each shall be clothed with all necessary responsibility to make proposals and consider proposals subject to ultimate ratification.

#### ARTICLE XVIII - GRIEVANCE PROCEDURES

A. Definitions:

A Grievance shall mean a claim by the ASSOCIATION, or teacher, that there has been a violation, misinterpretation, or misapplication of the terms of this Agreement. Any such claim shall be resolved through the procedures set forth herein.

An Aggrieved Person is the person or persons making the claim.

The term Days when used in this section shall, except where otherwise indicated, mean working school days.

The term Days shall mean calendar days if the grievance is filed on or about May 15 of the then current school year. The time limits shall be reduced in order to effect a solution prior to the end of the school year or as soon thereafter as is practicable.

B. General Principals:



1. Nothing herein contained in the terms and conditions of this grievance procedure shall be construed to deny any teacher or the DISTRICT of any rights afforded under the laws of the State of Michigan or the United States of America.
2. It shall be the purpose of the parties to encourage the prompt and informal resolution of the employee complaints as they arise and to provide recourse to orderly procedures for the satisfactory adjustment of complaints. The aggrieved may be represented at all meetings and all hearings at all steps and stages of the grievance procedure by the ASSOCIATION. If in the judgment of the ASSOCIATION a grievance affects a group or class of teachers, the ASSOCIATION may process the grievance through all levels of the grievance procedure, or submit such grievance in writing to the Superintendent directly, and the processing of such a grievance shall be commenced at Level Three. The ASSOCIATION may process such a grievance through all levels of the grievance procedure even though the aggrieved person does not wish to do so.

Failure at any step of this procedure to communicate the decision of a grievance within the specified time limit shall permit the ASSOCIATION to proceed to the next step of the procedure. Failure to appeal a decision within a specified time limit shall be deemed an acceptance of the decision.

3. Failure to file a complaint or grievance within the period specified shall bar the filing of the grievance.
4. It shall be the general practice to process grievance procedures during such time as to not interfere with regularly assigned duties. Provided, however, in the event it is deemed necessary or it is requested as a matter of convenience by the DISTRICT representative to hold proceedings during the regular hours, a teacher engaged during the school day in negotiating in his/her own behalf or on behalf of the ASSOCIATION with any representative of the DISTRICT or participating in any grievance procedure, shall be released from regular duties without loss of salary or any other leave.
5. Time limits may be extended when mutually agreed upon in writing.
6. The teacher with a complaint shall first discuss the matter with his/her immediate supervisor or principal, whoever is directly concerned with the particular complaint, either individually, or with, or through the ASSOCIATION's representative, with the objective of resolving the matter informally.

The teacher having a complaint shall bring the matter to the attention of his/her immediate supervisor and request an informal meeting to discuss the problem not later than ten (10) school days after the teacher becomes aware of the event or occurrence which is the basis of the complaint. The immediate supervisor shall make arrangements to hold such meetings within five (5) school days after receipt of the teacher's request.

C. Procedure:

Level One

1. In the event the complaint is not satisfactorily resolved informally within five (5) days and the complainant desires that further action be taken, the complainant shall, within ten (10) days give written notice to his/her immediate supervisor that the grievance procedure is being invoked by providing the immediate supervisor with a statement of the grievance.

Within five (5) days of the receipt of the written grievance, the immediate supervisor or principal, whichever is most directly concerned, shall state his/her decision relative to the grievance in writing, together with the supporting reasons for his/her decision, and furnish one copy to the teacher, if any, who lodged the grievance, and two copies to the ASSOCIATION's representatives.

Level Two

1. In the event the grievance is not satisfactorily resolved at Level One within five (5) days, and the grievant desires that further action be taken, the grievant shall, within five (5) days, file the grievance with the ASSOCIATION.
2. The ASSOCIATION shall within ten (10) days make a judgment in the merits of the grievance. If the ASSOCIATION decides that the grievance lacks merit, it shall so notify the grievant and the ASSOCIATION's representative that the matter, insofar as the ASSOCIATION is concerned is closed, based on the interpretation that it is not a violation of the contract. Within five (5) days of the ASSOCIATION's decision, the grievant shall have the right to continue the grievance on his/her own behalf. If the ASSOCIATION decides that the grievance is a violation of the contract, it shall refer such grievance in writing to the Superintendent of Schools. Within ten (10) days after the receipt of the written grievance by the Superintendent of Schools, or his/her designee, he/she and/or his/her representatives shall meet with the ASSOCIATION to consider the problem and to resolve it.

In an effort to improve communications, the following considerations may be given: if the ASSOCIATION has determined that the issue is not a grievance, however, in their opinion the issue does merit special consideration, the standing grievance committee may submit the issue to the Superintendent of Schools and the BOARD of Education.

Level Three

1. If the grievance is not resolved by the Superintendent of Schools and/or his/her representatives and the ASSOCIATION within five (5) days of its consideration by them, it shall be referred to the BOARD of Education.
2. Within fifteen (15) days of receipt of the grievance by the BOARD of Education, three (3) representatives of the BOARD shall meet with the representatives of the ASSOCIATION to discuss and attempt to dispose of the matter. The BOARD shall

notify the ASSOCIATION within ten (10) working days of the decision.

Level Four

1. If the grievance is not settled at Level Three, the BOARD or the ASSOCIATION may, within ten (10) days after the date of the BOARD's written decision at Level Three, request that the grievance be submitted to arbitration. The request for submission to arbitration shall be made by written notice delivered to the other party.
2. Within ten (10) school days after the date of a written request for arbitration, a committee of the BOARD, or its designated representative, and the ASSOCIATION shall make a reasonable effort to agree upon a mutually acceptable arbitrator. If the parties are unable to agree upon an arbitrator within the ten (10) day period herein provided, either the DISTRICT or the ASSOCIATION may, within twenty (20) school days after the date of the written request for arbitration, request the American Arbitration Association to submit a list of qualified arbitrators. The arbitrator shall then be selected according to the rules of the American Arbitration Association.
3. The arbitrator shall confine his/her decision to the particular case submitted to him/her. Both parties agree to be bound by the award of the arbitrator and agree that judgment thereon may be entered in any court of competent jurisdiction.
4. The arbitrator shall have no authority except to pass upon alleged violation of the express provisions of this Agreement and to determine disputes involving the application or interpretation of the express provisions of this Agreement. The arbitrator shall construe this Agreement in a manner which does not interfere with the exercise of the DISTRICT's rights and responsibilities, except to the extent that such rights and responsibilities may be expressly limited by the terms of this Agreement.
5. The arbitrator shall conduct a hearing, prepare a written decision and notify the parties of such decision within thirty (30) calendar days of the conclusion of the hearing. The arbitrator shall be limited by the following provisions:
  - a. He/she shall have no power to add to, subtract from, disregard, alter or modify any of the terms of this Agreement.
  - b. He/she shall have no power to rule on any of the following:
    - (1) the termination of services of or failure to re-employ a teacher,
    - (2) the placing of a non-tenure teacher on a third year of probation,
    - (3) the termination of services or failure to re-employ any teacher to a position on the extra-curricular schedule,
    - (4) "a matter involving the content of teacher evaluation and reasons for promotion or demotion,"
    - (5) any claim or complaint for which there is another remedial procedure or forum established in this Agreement and including any matter subject to the procedures specified in the Teacher Tenure Act, (Act IV Public Acts, extra session, of 1937 of Michigan, as amended).
  - c. If requested by the ASSOCIATION, he/she shall have the power to rule on the

psychologist and social worker who after having completed not less than a two year probationary period could, after exhausting all prior levels of the grievance procedure, call for arbitration if the DISTRICT terminated service or failed to re-employ them for reasons other than staff reduction by teacher seniority.

6. In the event that a case is appealed to an arbitrator on which he/she has no power to rule, it shall be referred back to the parties without decision or recommendation on its merits.
7. The arbitrator's fee and expenses shall be shared equally by the BOARD and the ASSOCIATION. The expense and compensation of any witness or participant in the arbitration shall be paid by the party calling such witness or requesting such participant. The BOARD shall release employees as determined by the ASSOCIATION for up to one day to participate in the arbitration hearing. The ASSOCIATION shall reimburse the BOARD for one-half of the substitute costs for any employee witness it uses up to three (3). Thereafter, the ASSOCIATION shall reimburse the total cost of substitutes for witnesses to the DISTRICT.
8. A grievance which was initiated during said contract shall be continued to be processed even though said contract may have expired. It is expressly understood that should a grievance continue beyond the contract expiration date, said grievance must be restricted to the contract under which it was initiated.

#### ARTICLE XIX - STRIKES AND SANCTIONS

The ASSOCIATION will in no way encourage strike action of any type during the life of this Agreement against the Clarenceville School DISTRICT.

#### ARTICLE XX - PROFESSIONAL STUDY/PROFESSIONAL DEVELOPMENT

A. The parties recognize that in our rapidly changing society teachers must constantly review curriculum contents, teaching methods and materials, educational philosophy and goals, social change and other topics related to education. Teachers shall take advantage of the various workshop conferences, etc., designed to improve the quality of instruction.

B. Professional Meetings

"Released Time to Attend Professional Meetings" Policy #3141 (Board Resolution 327, 2/10/66)

1. One (1) day per year may be allowed each instructional staff member having a special interest in a specific subject area meeting or conference. Such a day may be allowed for attendance at a conference or meeting involving student groups of which the instructor is an advisor.

2. In case of several meetings of the same department or activity, teachers will attend the meeting nearest this DISTRICT.
  3. Teachers desiring to attend such meetings shall make application to the building principal not less than one week prior to the meeting date.
  4. A brief resume or outline of the sessions attended may be turned in at the building principal's request not later than one week after the meetings.
  5. Requests for payment of expenses incurred by an individual shall be presented to the BOARD of Education. Bills and an itemized statement shall accompany all such requests. A copy of the report referred to in No. 4 shall be attached to the bills and itemized statement.
  6. Annually each building shall be budgeted a specific amount of money for all conference expenses including the cost of substitutes. It shall be the responsibility of the building administrator to manage the funds so allocated.
- C. 1. Professional development is a continuum of growth and learning activity which enhances professional skills and expertise for all educational employees, and which empowers the employees as leaders of systemic educational change as they prepare students to be productive and adaptive citizens in an ever-changing world.

Professional development is an essential element of school improvement. As such, it is aligned to the building's school improvement plan and is in the jurisdiction of the site-based/decision-making process pursuant to PA 339 of 1993. In that vein, the parties support the principle of continuous training of teachers in professional organizations in the area of specialization, leaves for work on advanced degrees of special studies, and participation in community educational projects.

2. The school improvement team of each building will be responsible for developing their professional development plans that are consistent with PA 339 and PA 335 of 1993. These plans will then be submitted to the BOARD and DISTRICT school improvement team for submission to the state board in accordance with PA 335 of 1993, section 1525 (3) in order to obtain professional development funds. The DISTRICT school improvement team will review each building's plan to ascertain if it meets the state's criteria and guidelines and approves the funding. Needed changes will be re-submitted to individual building school improvement teams prior to the final request being sent to the state. When the funds are approved, each building school improvement team will oversee the implementation of the plan and the DISTRICT administration will serve as the fiscal agent.
3. An individual school's request for professional staff development funding is dependent on total funds received from the state, other building's requests, and funds for probationary teachers.

## ARTICLE XXI - MISCELLANEOUS PROVISIONS

- A. The DISTRICT shall strive to maintain an adequate list of substitute teachers. Teachers shall be informed of a telephone number to call to report unavailability for duty. Teachers shall inform the DISTRICT of their unavailability to report for duty before 6:45 a.m. on the day of their unavailability. Once a teacher has reported unavailability, it shall be the responsibility of the administration to arrange for a substitute teacher. Failure to report unavailability shall result in loss of pay for that day.
- B.
  - 1. In the event of absence of a regularly assigned "enrichment subject" teacher in the elementary grades, the DISTRICT shall attempt to obtain a fully certified substitute.
  - 2. Regularly assigned "enrichment subject" teachers shall not be used as substitutes for regular classroom teachers--except in cases of emergency. Any prearranged meeting necessitating a teacher's absence from the classroom shall not be considered an emergency.
  - 3. If no substitute teacher is available, teachers in that building shall be paid for substituting in those "enrichment periods" not covered by the regularly assigned teacher. A reasonable effort will be made to offer the subject matter which would normally have been taught.
- C. This Agreement shall supersede any rules and/or regulations of the DISTRICT which are contrary to or inconsistent with the terms herein. It shall likewise supersede any contrary or inconsistent terms contained in any individual teacher contracts heretofore in effect. The provisions of this Agreement shall be incorporated into and be considered a part of the established policies of the DISTRICT.
- D. Copies of this Agreement shall be printed at the expense of the DISTRICT within thirty (30) days after the Agreement is signed and presented to teachers now employed or hereafter employed by the DISTRICT. The DISTRICT shall furnish copies of the Agreement to the ASSOCIATION for its use.
- 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 provisions or application shall not be deemed valid; but all other provisions or applications shall continue in full force and effect in accordance with this written Agreement. In such instances, the parties shall meet to negotiate appropriate provision(s) to replace that (those) deemed invalid. Such meeting(s) may be called by either party and meeting dates and times mutually arranged.
- F. Teachers are normally paid on a twenty-one pay basis. Those however, who desire, may elect to be paid on a twenty-six pay (12 month) basis. Anyone desiring the extended payment program should notify the payroll office prior to the first pay period. Once the selection is made it cannot be changed during that year. However, teachers being paid on a twenty-six pay basis may elect the option of collecting the unpaid balance at the close of the regular school year provided that a written request for such payment has been made to the business office at least thirty (30) days before the close of school. If

a person terminates his/her employment with the DISTRICT, he/she may, upon a three week notice, receive the monies due him/her in a lump sum payment; however, severance and/or sick pay benefits shall be paid within ninety (90) days unless mutually agreed to by the DISTRICT and the employee.

- G. In the event that the DISTRICT is forcibly or voluntarily annexed or consolidated through action taken by the courts, the State of Michigan, State Board of Education, Intermediate School District, to or with another district(s), teachers of the DISTRICT shall retain seniority rights and their tenure status or probationary status that would have been afforded had no annexation or consolidation taken place.

Annexation or consolidation through action taken by the courts, the State of Michigan, State Board of Education, Intermediate School District, or electorate, shall not cause a teacher to lose or reduce leave rights, salary, salary status, fringe benefits, employment of other rights provided for in this Agreement.

- H. The DISTRICT and the ASSOCIATION agree that teacher input is desirable in curriculum development. Teachers will be encouraged to participate in curriculum study on a voluntary basis.

#### **ARTICLE XXII - RETIREMENT SEVERANCE PAY**

Any teacher who was employed by the DISTRICT prior to September 30, 1986, who severs his/her employment from the DISTRICT shall be entitled to receive one-half (1/2) of his/her accumulated sick days, not to exceed 100 days, paid at his/her current daily rate.

Any teacher employed by the DISTRICT after September 30, 1986, who severs his/her employment prior to retirement from the DISTRICT, shall be entitled to receive one-half (1/2) of his/her unused accumulated sick days, not to exceed 100 days, paid at a rate of sixty dollars (\$60.00) per day. If that teacher should retire from the DISTRICT, he/she shall be entitled to receive one-half (1/2) of his/her unused accumulated sick days, not to exceed 100 days, paid at his/her current daily rate. (Retirement is defined as an individual who is eligible for and received a pension from the Michigan Public School Employees Retirement Fund.)

Any teacher employed after October 1, 1994, shall not be entitled to any benefits under this article.

#### **ARTICLE XXIII - LONGEVITY**

- A. A longevity step will begin after a teacher has earned twenty-five (25) years of service credit, of which at least ten (10) years must be in the Clarenceville School DISTRICT.

The longevity step is found in Schedule A and will be pro-rated throughout the regular pay periods. If there is a dispute as to the number of years of service credit an employee has earned, the employee must furnish a statement from the Michigan Public School Retirement System indicating the number of years of service credit he/she has earned.

- B. For teachers employed after October 1, 1994, a longevity step will begin after a teacher has earned fifteen (15) years of service credit and after a teacher has earned twenty (20) years of service credit. The monetary figures do not compound from one year to the next.

16th year through 20th year = \$300  
21st year through 25th year = \$500

**ARTICLE XXIV - DURATION OF AGREEMENT**

This Agreement shall be effective as of August 26, 1994, through August 22, 1997, with the following provisions:

This Agreement shall be open for only salary issues for the 1996-97 segment of this three-year Agreement.

This Agreement shall not be extended orally and it is expressly understood that it shall expire as indicated above.

In witness whereof, the parties have executed this Agreement by their duly authorized representatives.

Dale Weighill  
President

Clarenceville Board of Education

Linda J. Brandemill  
Secretary

20210 Middlebelt Road

Livonia, Michigan 48152

David M. Jamnik  
Superintendent of Schools

11/10/94  
Date

Robert J. Woy  
President

Clarenceville Education Association  
MEA/NEA

Cynthia J. Raley  
Secretary

11/10/94  
Date



## CONTRACT ADDENDUM

### LETTERS OF UNDERSTANDING

- I. The parties hereby agree that in the event that a vacancy remains for which no laid off Clarenceville teacher is certified and qualified, the DISTRICT will give serious consideration to filling said vacancies from the ranks of the pink slipped teachers in the Detroit Metropolitan Area (Wayne, Oakland, and Macomb Counties) provided said teacher(s) have made application for employment and have been interviewed by the DISTRICT. The final decision regarding employment will rest with the DISTRICT.

- II. It is understood that the BOARD of Education shall, to the extent possible, balance the number of certified learning disabled, emotionally impaired, educable mentally impaired and physically and otherwise health impaired students who are mainstreamed into the general K-12 education classes, either by grade level at the elementary level or by subject matter at the secondary level.

It is further understood that this balancing may not occur in split level classes at the elementary level and in team-taught classes at the secondary level.

It is also further understood that balancing of students at the secondary level will be considered appropriate when the impairment is educationally significant as described in the student's IEP (Individual Educational Plan).

- III. Clarenceville School DISTRICT and the Clarenceville Education ASSOCIATION agree that two (2) representatives of the C.E.A. shall be involved in the evaluation of the DISTRICT's Agreement with Whittle Communications at the expiration of the present Agreement between the DISTRICT and Whittle Communications.

No expansion, change, or modification of the current program shall occur without compliance with this Letter of Understanding.

- IV. The BOARD and the ASSOCIATION recognize that the primary responsibility of the classroom teacher is to teach, and that his/her professional priority should be in the classroom with the students.

It is also recognized that teacher involvement on DISTRICT and building level committees is desirable and necessary if the DISTRICT is to provide improved instructional and educational opportunities for students.

The following steps should be taken to reduce the number of teacher release days from the classroom to serve on DISTRICT and building level committee:

1. Except for unusual circumstances, teachers will be asked to serve on only one (1) DISTRICT level committee and two (2) building level committees.
2. During the first committee meeting of the school year, the chairperson will ask the committee members to reach a consensus regarding their preference of released time, after school, after the work day, during the summer (if appropriate) or a combination of the four.
  - a. When a committee, which would normally meet during the school day, decides to meet several times after the work day, the teacher committee members will be paid at a pro-rated hourly rate for DISTRICT substitute teachers. (Example: \$60.00 per day - six hours is equal to a rate of \$10.00 per hour.)
  - b. When a committee receives permission from the Superintendent of Schools in writing to meet during the summer when school is not in session, the teacher committee member shall receive the summer school hourly rate as found in Schedule B, excluding lunch time.

It is the responsibility of the administrative assistant to supervise and monitor this "Letter of Understanding."

- V. The Clarenceville Board of Education and the Clarenceville Education Association agree that a mentoring program is necessary in order to comply with state rules and regulations. Therefore, a committee co-chaired by the administrative assistant and the C.E.A. president or appointee will be formed with the following composition to develop such a program:

Administrative Assistant - C.E.A. President or Appointee (co-chairpersons)  
Two (2) Building Administrators  
Two (2) C.E.A. Appointed Teachers

It is further agreed that pay for a mentor shall be shown in Schedule "B" of the Master Agreement and fall under the collective bargaining process.

The program developed must be approved by the C.E.A. executive board and the Clarenceville Board of Education and should, if possible, be in place on/by November 1, 1994.

- VI. A high school student is allowed to take six (6) credits per year in the regular high school program including vocational education or more than six (6) with Choraliers and co-op.

A senior who is enrolled as a full-time student in the regular high school program may elect to receive no more than one (1) credit through the Clarenceville/Ferndale Continuing Education Program in order to meet graduation requirements, providing the student has the recommendation of the high school counselor and is accepted into the continuing education class.

Exception:

A senior who has a schedule conflict which cannot be resolved may elect to take two (2) adult education classes, as approved by the high school principal and the adult education manager, as long as they are enrolled in five (5) classes through the Clarenceville High School

NOTE: This Letter of Understanding becomes effective with the 1993-1994 school year.

VII. ACADEMIES

Section A. - Notice to the ASSOCIATION

The BOARD will provide immediate notice to the ASSOCIATION of any contact, correspondence, or inquiry regarding a public school academy application made to the DISTRICT.

The ASSOCIATION and the BOARD agree to provide each other with information of an application to an ISD, community college, or public university that may operate within the boundary of the school DISTRICT.

Section B. - Information

The BOARD agrees to furnish the ASSOCIATION with all available information concerning the application to authorize a public school academy, including but not limited to: the identification of the applicant(s), the proposed members of the academy's board of directors, the proposed articles of incorporation, the purposes of the academy, its proposed bylaws, governance structure, educational goals, curriculum admissions policies/criteria, calendar and school day schedule, staff responsibilities, and all other relevant information. The BOARD further agrees to meet with the ASSOCIATION representatives to discuss, clarify, or supplement the information provided to the ASSOCIATION. The applicant seeking authorization may be included in these discussions.

## SCHEDULE A

1. The BOARD of Education shall pay the premium to the Michigan Public Employees Retirement Fund for all rates of pay outlined in Schedule A, Parts I and II, except reimbursements, i.e., travel.
2. Consideration may be given for previous teaching or comparable experience up to four (4) years on the salary schedule. Service in the United States Armed Forces will count as service on the salary schedule up to a maximum of two (2) years. All experience claimed shall be subject to certification. The BOARD reserves the right, based upon a shortage of applicants or critical need of the DISTRICT, to establish the beginning salary for a first year teacher from step one (1) through three (3) of the salary schedule.
3. In addition to the salaries for Bachelor's or Master's degree, the salary schedule (Schedule A) will reflect additional salary amounts to be paid in accordance with the following minimum number of credits earned:

B.A. +10, B.A. +20, B.A. +30

M.A. +10, M.A. +20, M.A. +30

Salary adjustments for a degree change (B.A. to M.A.) will be made at the beginning of the first and second semesters. Verification of degree change must be received by the central office by September 1, or by January 20 for second semester salary adjustment. In addition to the January 20 deadline, a teacher who wishes to qualify for second semester salary adjustment must notify the personnel office, in writing, prior to December 1, that s/he plans to complete all course requirements before the end of the DISTRICT's first semester. Payments at the new (adjusted) rate shall begin at the first pay period after the beginning of the second semester, and shall not be retroactive.

Salary adjustments for credits earned in the above categories will be made at the beginning of the first and second semesters, and will not be retroactive. Verification of such credits must be received by the personnel office by September 1 for first semester adjustment, or by January 20 for second semester adjustment. Payments at the new (adjusted) rate shall begin at the first pay period after the beginning of the second semester, and shall not be retroactive. Credits to be counted for such adjustment must be graduate hours (or undergraduate hours taken at the recommendation of the Superintendent of Schools. Said recommendation to be in writing.)

4. College credit shall be based upon its recognition by a standard college, fully accredited by the North Central ASSOCIATION or by the American ASSOCIATION toward a standard curriculum or degree or as directed by the Superintendent of Schools and shall be in semester hours, as shown by official transcript.
5. No teacher's contract in Michigan is legal in the absence of proper Michigan certificates. Certificate, transcripts of credits, and verified statement of experience must be on file in the office of the BOARD of Education during the tenure of the teacher.

6. Mileage Rate

The following allowances will be paid in accordance with the following schedule:

1 trip per week is \$25.00 per school year  
2 trips per week is \$50.00 per school year  
3 trips per week is \$75.00 per school year  
4 trips per week is \$100.00 per school year

1 trip per day is \$125.00 per school year  
2 trips per day is \$175.00 per school year  
3 trips per day is \$225.00 per school year

The definition of a trip is based on one trip being automobile travel from one building to another within one day except between the Middle School and the High School buildings and between the High School and Grandview, as determined by the assigned scheduling. Monetary allowance will become an addition to the contract at the time of the assignment.

7. Should the administration determine an educational need which requires an individual to render temporary services in excess of a teacher's duties, the administration will meet with an ASSOCIATION (C.E.A.) committee representing the teachers to work out an acceptable remuneration. Should the position be given permanent status at a later date, the reimbursement will be set during negotiations as provided elsewhere in the contract.
8. The BOARD of Education may require each teacher to provide a certificate of condition of health from a reputable physician. The certificate shall be filed by the teacher in the office of the Superintendent before the teacher shall be permitted to perform any services in the school DISTRICT for the then current school year.

The DISTRICT may require any teacher to undergo medical examinations during the school year as the DISTRICT deems necessary. Such additional examinations may provide information which could serve as the basis to terminate the service of any teacher whose conditions of physical or mental health may constitute a hazard to him/her as well as personnel or children of the DISTRICT.

9. All staff members who accept student teachers shall receive whatever remuneration the DISTRICT receives from the university for the student teacher.
10. A teacher who has completed a Master's degree program which requires a minimum of sixty (60) graduate semester hours, shall receive reimbursement equal to a Master's degree plus thirty (30) graduate hours.
11. A teacher who has accumulated 25 years of service credit, of which the last 10 years must be in the Clarenceville School DISTRICT, will receive a \$1,500.00 longevity stipend added to the calculated B.A. or M.A. maximum each year.

SCHEDULE A (cont.)

1994-95 SALARY SCHEDULE

STEP	BA	(260) +10	(520) +20	(780) +30	MA	(260) +10	(520) +20	(780) +30
1	27,886	28,146	28,406	28,666	30,467	30,727	30,987	31,247
2	29,422	29,682	29,942	30,202	32,341	32,601	32,861	33,121
3	31,040	31,300	31,560	31,820	34,329	34,589	34,849	35,109
4	32,747	33,007	33,267	33,527	36,440	36,700	36,960	37,220
4.5	33,647	33,907	34,167	34,427	37,561	37,821	38,081	38,341
5	34,547	34,807	35,067	35,327	38,680	38,940	39,200	39,460
5.5	35,499	35,759	36,019	36,279	39,869	40,129	40,389	40,649
6	36,449	36,709	36,969	37,229	41,061	41,321	41,581	41,841
6.5	37,450	37,710	37,970	38,230	42,323	42,583	42,843	43,103
7	38,452	38,712	38,972	39,232	43,585	43,845	44,105	44,365
8	40,567	40,827	41,087	41,347	46,268	46,528	46,788	47,048
9	42,799	43,059	43,319	43,579	49,112	49,372	49,632	49,892
10	45,152	45,412	45,672	45,932	52,132	52,392	52,652	52,912
11	47,634	47,894	48,154	48,414	55,338	55,598	55,858	56,118
+26	<u>1,500</u>	<u>1,500</u>	<u>1,500</u>	<u>1,500</u>	<u>1,500</u>	<u>1,500</u>	<u>1,500</u>	<u>1,500</u>
	49,134	49,394	49,654	49,914	56,838	57,098	57,358	57,618

SCHEDULE A (cont.)

1995-96 SALARY SCHEDULE

STEP	BA	(270) +10	(535) +20	(800) +30	MA	(270) +10	(535) +20	(800) +30
1	28,723	28,993	29,258	29,523	31,381	31,651	31,916	32,181
2	30,305	30,575	30,840	31,105	33,311	33,581	33,846	34,111
3	31,972	32,242	32,507	32,772	35,359	35,629	35,894	36,159
4	33,729	33,999	34,264	34,529	37,533	37,803	38,068	38,333
5	35,583	35,853	36,118	36,383	39,840	40,110	40,375	40,640
6	37,542	37,812	38,077	38,342	42,293	42,563	42,828	43,093
7	39,606	39,876	40,141	40,406	44,893	45,163	45,428	45,693
8	41,784	42,054	42,319	42,584	47,656	47,926	48,191	48,456
9	44,083	44,353	44,618	44,883	50,585	50,855	51,120	51,383
10	46,507	46,777	47,042	47,307	53,696	53,966	54,231	54,496
11	49,063	49,333	49,598	49,863	56,998	57,268	57,533	57,798
+26	<u>1,500</u>	<u>1,500</u>	<u>1,500</u>	<u>1,500</u>	<u>1,500</u>	<u>1,500</u>	<u>1,500</u>	<u>1,500</u>
	50,563	50,833	51,098	51,363	58,498	58,768	59,033	59,298

**SCHEDULE B**

**EXTRA-CURRICULAR ACTIVITIES**

The following activities shall be paid at the base rate indicated. Schedule B shall be improved at the same rate agreed upon as the factor to improve the salary schedule which appears in Schedule A of this Agreement. The DISTRICT will determine whether an activity or position will take place and/or be funded within any given year.

Payment shall be made in two equal pays - one halfway through the activity and the remainder at the completion of the activity. Annual activities shall be paid on a pro-rated annual basis. The DISTRICT shall review the initial enrollment to determine whether or not there are sufficient numbers to warrant the activity. If, during the course of the activity, the enrollment drops below a determined number, the DISTRICT shall have the right to terminate the activity and pay a pro-rated amount of remuneration. A report form regarding the activity shall accompany the request for payment.

	Experience Factor				
	<u>ADD</u>				
	1 year	2 years	3 years	4 years	5 years
	\$100	\$200	\$300	\$400	\$500
				<u>94-95</u>	<u>95-96</u>
			% of	27,886	28,723
<b><u>HIGH SCHOOL</u></b>					
<b>FOOTBALL:</b>					
Head Coach			14	3,904	4,021
Assistant			9	2,510	2,585
Assistant			9	2,510	2,585
Junior Varsity			6	1,673	1,723
JV Assistant			5	1,394	1,436
<b>CROSS COUNTRY</b>					
			7	1,952	2,011
<b>BASKETBALL:</b>					
Head Coach - Boys			14	3,904	4,021
Junior Varsity - Boys			9	2,510	2,585
9th Grade			7	1,952	2,011
Head Coach - Girls			12	3,346	3,447
Junior Varsity - Girls			7	1,952	2,011
<b>WRESTLING:</b>					
Head Coach			13	3,625	3,734
Assistant			9	2,510	2,585



<b>SCHEDULE B (cont.)</b>	<b>% of</b>	<b>94-95</b>	<b>95-96</b>
<b>GYMNASTICS:</b>			
Head Coach - Boys	13	3,625	3,734
Assistant	9	2,510	2,585
Head Coach - Girls	13	3,625	3,734
Assistant	9	2,510	2,585
<b>SWIMMING:</b>			
Head Coach - Boys	13	3,625	3,734
Assistant	9	2,510	2,585
Head Coach - Girls Comp.	13	3,625	3,734
Assistant	9	2,510	2,585
Girls Synchronized	6	1,673	1,723
<b>BASEBALL:</b>			
Head Coach - Boys	10	2,789	2,872
Assistant	7	1,952	2,011
9th Grade Coach	5	1,394	1,436
<b>SOFTBALL:</b>			
Head Coach - Girls	10	2,789	2,872
Assistant	7	1,952	2,011
<b>TRACK:</b>			
Head Coach - Boys	10	2,789	2,872
Assistant	7	1,952	2,011
Head Coach - Girls	10	2,789	2,872
<b>TENNIS:</b>			
Head Coach - Boys	10	2,789	2,872
Head Coach - Girls	10	2,789	2,872
<b>VOLLEYBALL:</b>			
Head Coach - Girls	13	3,625	3,734
Junior Varsity - Girls	9	2,510	2,585
<b>GOLF</b>	6	1,673	1,723
<b>CHEERLEADERS</b>	8	2,231	2,298
<b>PEP CLUB</b>	3	837	862
<b>BROADCASTER'S DIRECTOR</b>	5	1,394	1,436
<b>INSTRUMENTAL MUSIC</b>	12	3,346	3,447
<b>STAGE BAND</b>	5	1,394	1,436
<b>VOCAL MUSIC (MS/HS)</b>	10	2,789	2,872

<u>SCHEDULE B (cont.)</u>	% of	<u>94-95</u>	<u>95-96</u>
NATIONAL HONOR SOCIETY	5	1,394	1,436
SCHOOL PAPER	3	837	862
YEARBOOK*	7	1,952	2,011
DRAMATICS DIRECTOR	7	1,952	2,011
ASSISTANT DIRECTOR	4	1,115	1,149
MUSICAL DIRECTOR	5	1,394	1,436
ASSISTANT DIRECTOR	3	837	862
ORCHESTRA DIRECTOR/MUSICAL	3	837	862
THEATRICAL BUSINESS MANAGER	3	837	862
CHOREOGRAPHER	3	837	862
DEBATE	6	1,673	1,723
FORENSICS	4	1,115	1,149
ACAD. ENRICHMENT ACTIVITY SPNSR.	5	1,394	1,436
STUDENT CONGRESS SPONSOR	5	1,394	1,436
WEIGHT TRAINING SPONSOR	2	558	574

MIDDLE SCHOOL

FOOTBALL:

8th Grade	5	1,394	1,436
7th Grade	5	1,394	1,436
Assistant	3	837	862

BASKETBALL:

8th Grade, Coach, Boys	5	1,394	1,436
7th Grade, Coach, Boys	5	1,394	1,436
8th Grade, Coach, Girls	5	1,394	1,436
7th Grade, Coach, Girls	5	1,394	1,436

\*If a yearbook class is scheduled and in operation, this extra percentage will not be paid.

<u>SCHEDULE B (cont.)</u>	% of	<u>94-95</u>	<u>95-96</u>
GYMNASTICS;			
Boys	5	1,394	1,436
Girls	5	1,394	1,436
SOFTBALL-Girls	5	1,394	1,436
VOLLEYBALL-Girls, 7th grade	5	1,394	1,436
8th grade	5	1,394	1,436
TRACK:			
Head Coach (combined)	5	1,394	1,436
Asst. Coach (combined)	4	1,115	1,149
WRESTLING	5	1,394	1,436
INSTRUMENTAL MUSIC	9	2,510	2,585
CHEERLEADERS	5	1,394	1,436
NATIONAL HONOR SOCIETY SPONSOR	3	837	862
JOURNALISM-SCHOOL PAPER	4	1,115	1,149
DRAMA & SPEECH*	5	1,394	1,436
MIDDLE SCHOOL STUDENT COUNCIL	3	837	862
MIDDLE SCHOOL YEARBOOK	3	837	862
SIXTH GRADE INTRAMURAL	7	1,952	2,011
MIDDLE SCHOOL ACADEMIC FAIR	5	1,394	1,436

ELEMENTARY SCHOOLS

MUSIC	3	837	862
INTRAMURALS	7	1,952	2,011

The following activities shall be paid at the indicated percent of the B.A. salary base and do not include an experience factor.

GUIDANCE COUNSELOR	5	1,394	1,436
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Payment is for added work and includes working one (1) week prior to the start of the school year.

\*If a drama and speech class is scheduled and in operation, this extra percentage will not be paid.

<u>SCHEDULE B (cont.)</u>	% of	<u>94-95</u>	<u>95-96</u>
HIGH SCHOOL CHAPERON (2)			
		\$60 per person per event as assigned by the principal	
SENIOR CLASS BUSINESS MANAGER	2	558	574
CLASS SPONSOR			
Senior (1)	2	558	574
Junior (2)	2	558	574
Sophomore (1)	2	558	574
Freshman (1)	2	558	574
DEPARTMENT HEADS			
3.5-4 person dept.	6	1,673	1,723
2.5-3.4 person dept.	4.5	1,255	1,293
1.5-2.4 person dept.	3	837	862
0-1.4 person dept.	0	0	0

The parties agree that study halls shall be included in department count.

YOUTH IN GOVERNMENT	1	279	287
CHORUS LINE SPONSOR	3	837	862
MIDDLE SCHOOL ACADEMIC TEAM SPONSOR			
Eighth Grade (4)	1	279	287
Seventh Grade (4)	1	279	287
Sixth Grade (1)	1	279	287
Elementary Camping Program	3	837	862
Elementary Student Council	2.5	697	718
Elementary Safety Patrol	2.5	697	718
Elementary Service Squad	2.5	697	718
Great Books Sponsor	1	279	287
Science Fair Sponsor	1	279	287
Art Fair Sponsor	1	279	287

#### VOCATIONAL CERTIFICATION

5% of B.A. base (\$1,394.00 94/95; \$1,436.00 95/96) will be paid to those teachers hired prior to September 1, 1973, and who are currently teaching in the program.

1% of B.A. base (\$279.00 94/95; \$287.00 95/96) will be paid per annual vocational class hour to teachers hired after September 1, 1973, and who are currently teaching in the program.

"A vocational program in Clarenceville, for which vocational certification is required, is defined as a program which is recognized by the Michigan Department of Education as having met state requirements thereby becoming eligible as a vocational program for added cost funding. In the event the DISTRICT decides to offer a vocational program that meets the eligibility requirements of the Michigan Department of Education for added cost funding, the vocationally-certified teacher who is assigned to teach the program shall cooperate with the DISTRICT in completing the proper program funding application procedure, adhering to the appropriate state and DISTRICT guidelines. A teacher who does so, and who is teaching in his/her area of certification, shall receive VOCATIONAL CERTIFICATION pay listed above, provided that the program is approved and funded."

**SCHEDULE B (cont.)**

94-95

95-96

The following activities shall be paid at the indicated rates:

Driver Education	19.50 /hour	20.10 /hour
Summer School	19.50 /hour	20.10 /hour
Substitute - High School	17.00 /class	17.50 /class
Substitute - Middle School	14.00 /class	14.40 /class
Substitute - Elementary (including enrichment classes)	12.00 /class	12.35 /class
Principal Designee	850.00 /year	875.00 /year

- A. Posting for all extra-curricular vacancies and selection of candidates shall be in accordance with Article XI.
- B. All anticipated extra-curricular vacancies for the forthcoming school year shall be posted at least one week prior to the end of the school year. Any extra-curricular position vacancy which occurs prior to July 1 shall follow the posting procedures outlined in Article XI by being posted at the BOARD of Education office. Additional copies of all these postings will be forwarded to the ASSOCIATION President.
- C. The parties recognize that from time to time the creation of additional extra-duty positions is desirable. Therefore, the BOARD agrees to inform the ASSOCIATION President of the creation of all new extra-curricular positions and further agrees that the rates of pay shall be subject to negotiation before implementation if the position becomes final.
- D. The parties recognize that it is desirable to have assistant coaches added to the extra-curricular schedule when student interest and participation mandates such additions. The creation of assistant coaching positions and negotiations regarding rates of pay for said position shall follow the procedures outlined in paragraph C.

**SCHEDULE C**

**CLARENCEVILLE SCHOOL DISTRICT**

**1994-95 CALENDAR**

August	29 30 31	Teacher Orientation/Inservice, No Students AM Students; PM Teacher Work Day First Full Day for Students
September	5	Labor Day, No School
October	12, 13, & *(14) 19, 20, & *(21) 26, 27, & *(28)	Middle School Conferences High School Conferences Elementary School Conferences
November	24-27	Inclusive, Thanksgiving Recess
December	*(16) 17 - January 2	AM Students; PM Recess Inclusive, Winter Break
January	3 20 23 25, 26, & *(27)	Classes Resume Records Day, No Students First Day of Second Semester Elementary School Conferences
February	8, 9, & *(10) 11-19	Middle School Conferences Inclusive, Mid-Winter Break
March	15, 16, & *(17)	High School Conferences
April	*(13) 14 - 23	AM Students; PM Recess Inclusive, Spring Break
May	29	Memorial Day, No School
June	15 16	AM Students; PM Teacher Work Day Teacher Records Day, No Students; Make up for "Act of God" days would begin here and continue until legal compliance is attained per state law. If the state requires additional days or hours beyond the scope of this calendar, the parties shall meet to mutually agree upon how to fulfill the requirement.

**\*1/2 Day: Conference Compensation Days**

School is in session on the first and second day of conferences with conferences held in the evening both days. On the third day of conferences, school is a half-day for students (am) and the pm is compensation time for teachers.

Two (2) half-day inservice days (dates) will be established by a planning committee--one during the first semester and one during the second semester.

**SCHEDULE C (cont.)**

**CLARENCEVILLE SCHOOL DISTRICT**

**1995-96 CALENDAR**

August	28 29 30	Teacher Orientation/Inservice, No Students AM Students; PM Teacher Work Day First Full Day for Students
September	4	Labor Day, No School
October	11, 12, & *(13) 18, 19, & *(20) 25, 26, & *(27)	Middle School Conferences High School Conferences Elementary School Conferences
November	*(22) 23 - 26	AM Students; PM Recess Inclusive, Thanksgiving Recess
December	20 - January 2	Inclusive, Winter Break
January	3 19 22 24, 25, & *(26)	Classes Resume Records Day, No Students First Day of Second Semester Elementary School Conferences
February	7, 8, & *(9) 10 - 18	Middle School Conferences Inclusive, Mid-Winter Break
March	13, 14, & *(15)	High School Conferences
April	*(4) 5 - 14	AM Students; PM Recess Inclusive, Spring Break
May	27	Memorial Day, No School
June	12 13	AM Students; PM Records Day Teacher Records Day, No Students Make up for "Act of God" days would begin here and continue until legal compliance is attained per state law. If the state requires additional days or hours beyond the scope of this calendar, the parties shall meet to mutually agree upon how to fulfill the requirement.

**\*1/2 Day: Conference Compensation Days**

School is in session on the first and second day of conferences with conferences held in the evening both days. On the third day of conferences, school is a half-day for students (am) and the pm is compensation time for teachers.

Two (2) half-day inservice days (dates) will be established by a planning committee--one during the first semester and one during the second semester.

SCHEDULE C (cont.)

CLARENCEVILLE SCHOOL DISTRICT

1996-97 CALENDAR

August	26 27 28	Teacher Orientation/Inservice, No Students AM Students; PM Teacher Work Day First Full Day for Students
September	2	Labor Day, No School
October	9, 10, & *(11) 16, 17, & *(18) 23, 24, & *(25)	Middle School Conferences High School Conferences Elementary School Conferences
November	28 - December 1	Inclusive, Thanksgiving Recess
December	*(20)	AM Students; PM Recess
December	21 - January 5	Inclusive, Winter Break
January	6 17 20 22, 23, & *(24)	Classes Resume Records Day, No Students First Day of Second Semester Elementary School Conferences
February	5, 6, & *(7) 8 - 16	Middle School Conferences Inclusive, Mid-Winter Break
March	12, 13, & *(14) *(27) 28 - April 6	High School Conferences AM Students; PM Recess Inclusive, Spring Break
May	26	Memorial Day, No School
June	11 12	AM Students; PM Records Day Teacher Records Day, No Students Make up for "Act of God" days would begin here and continue until legal compliance is attained per state law. If the state requires additional days or hours beyond the scope of this calendar, the parties shall meet to mutually agree upon how to fulfill the requirement.

\*1/2 Day: Conference Compensation Days

School is in session on the first and second day of conferences with conferences held in the evening both days. On the third day of conferences, school is a half-day for students (am) and the pm is compensation time for teachers.

Two (2) half-day inservice days (dates) will be established by a planning committee--one during the first semester and one during the second semester.



CLARENCEVILLE SCHOOL DISTRICT

TEACHER PERFORMANCE REVIEW

Name of Employee \_\_\_\_\_ Date \_\_\_\_\_

Position \_\_\_\_\_ School \_\_\_\_\_

I. Supervisor's Review:

(Paragraph should include strengths and/or weaknesses)

\_\_\_\_\_  
Supervisor's Signature

II. Teacher's Comments:

I have received a copy of this report and have had a conference with my supervisor.

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

\_\_\_\_\_  
Date

CRITERIA FOR TEACHER PERFORMANCE REVIEW

The following may be used as a guide when reviewing the performance of instructional personnel. It is noted that this list is a guide only and should not be considered all inclusive.

I. PRODUCTIVE TEACHING TECHNIQUES

- A. Organizes Instruction Around Appropriate Objectives  
(The teacher clearly organizes instruction around the stated objective.)
- B. Communicates Effectively With Students  
(Communications from the teacher are clear. Relevant dialogues are encouraged.)
- C. Motives Students  
(The teacher clearly expects and motivates students to perform assigned tasks according to their abilities.)
- D. Demonstrates Ability To Utilize Effective Teaching Techniques  
(The teacher uses techniques which are appropriate to the objective(s) of the lesson.)
- E. Provides Students With Specific Oral or Written Feedback  
(The teacher gives specific evaluative feedback.)
- F. Uses Appropriate Learning Materials  
(The teacher uses materials which are appropriate to lesson objective(s).)
- G. Provides Opportunities For Individual Differences  
(The teacher monitors and adjusts for individual rates of learning and student capabilities.)
- H. Uses A Variety Of Available Materials  
(The teacher uses a variety of materials in the planned lesson.)
- I. Prepares Appropriate Evaluation Activities  
(The teacher uses evaluation activities which are related to the instructional objective(s).)

II. ORGANIZED, STRUCTURED CLASS MANAGEMENT

- A. Organizes The Educational Setting  
(A functional classroom environment is maintained. Appropriate activities are selected.)
- B. Demonstrates Evidence Of Personal Organization  
(Appropriate lesson preparation and organization of work is evident, i.e., materials are available; presentations progress logically.)
- C. Organizes Students For Effective Instruction  
(The teacher has established an effective classroom routine which students clearly understood.)
- D. Manages The Non-Instructional Human Dynamics In The Educational Setting  
(The teacher clearly communicates and enforces the expected standards of behavior.)

## CRITERIA FOR TEACHER PERFORMANCE REVIEW - Page 2

### III. POSITIVE INTERPERSONAL RELATIONS

- A. Demonstrates Sensitivity In Relating To Students  
(The teacher demonstrates sensitivity in relating to all students.)
- B. Promotes Positive Self-Concept In Students  
(The teacher promotes self-image by providing opportunities for success for all students.)
- C. Promotes Self-Discipline And Responsibility In Students  
(The teacher provides opportunities for students to demonstrate responsible behaviors.)
- D. Expresses Concern For All Students  
(The teacher expresses concern for all students as evidenced by materials used in and interactions with the class.)
- E. Demonstrates Effective Interpersonal Relationships With The Administration  
(The teacher has a good working relationship with the administration.)
- F. Demonstrates Awareness Of The Needs Of Students  
(The teacher recognizes and provides for all student needs.)
- G. Cooperates With Staff  
(The teacher cooperates by participating, contributing, and sharing.)

### IV. PROFESSIONAL RESPONSIBILITIES

- A. Demonstrates A Sense Of Responsibility As An Employee  
(The teacher fulfills organizational responsibilities.)
- B. Participates In Professional Growth Activities  
(The teacher seeks out and voluntarily participates in relevant professional growth activities.)
- C. Assumes Responsibilities Outside The Classroom As They Relate To School And Community  
(The teacher is responsive to the activities necessary for smoothly operating the school.)
- D. Demonstrates Evidence Of Professional Ethics Through Support Of School Regulations and Policies  
(The teacher supports school regulations and policies.)
- E. Demonstrates Willingness To Keep Curriculum And Instructional Practices Current  
(The teacher uses current materials and instructional practices.)

APPENDIX C

SCHOOL YEAR \_\_\_\_\_

Preobservation Data Sheet

CLARENCEVILLE SCHOOL DISTRICT

Livonia, Michigan 48152

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TEACHER'S NAME	YEARS EXPERIENCE IN DISTRICT	BUILDING/PROGRAM
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CLASS TO BE OBSERVED	DATE	FROM: TIME	TO:
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1. Which of the seven steps of the teaching act will take place during this session:

- Motivating students for the lesson;  
What are they going to do and how
- Lab, lecture, demonstration, etc.
- Provide examples of the proper outcome
- Oral, written questioning
- Students demonstrate, you interact
- Students produce, you will check and grade
- Students summarize learning

2. What are the objectives of this lesson? What teaching/learning activities will take place?

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3. Are there any special circumstances of which the evaluator should be aware?

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Evaluator's Signature	Date	Evaluatee's Signature	Date
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**INDIVIDUALIZED DEVELOPMENT PLAN**

Name	Subject/Grade	Building	Date
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<p><b>PERFORMANCE AREA (check one)</b></p> <p><input type="checkbox"/> Productive Teaching Technique</p> <p><input type="checkbox"/> Structured Classroom Management</p> <p><input type="checkbox"/> Professional Responsibility</p> <p><input type="checkbox"/> Positive Interpersonal Relations</p> <p><input type="checkbox"/> Other (specify):</p>	<p><b>Criterion from which improvement need is based:</b></p>
--	---

I. GOAL (Purpose)

II. SPECIFIC MEASURABLE BEHAVIOR (What will be done?)

<p>III. PROCEDURES: (How will it be done?)</p> <p>Steps:</p> <p>A.</p> <p>B.</p> <p>C.</p> <p>D.</p>	<p><b>When to be accomplished</b></p> <hr/> <hr/> <hr/> <hr/>
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IV. PROGRESS CHECKS: (How is it going?)

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V. DOCUMENTATION/APPRaisal METHOD FOR FINAL ACCOMPLISHMENT OF PLAN:  
(How do you know it was done?)

Written evidence:

Appraisal method:

Standards:

---

The Development Plan was:

Not accomplished -  
Intensive assistance plan developed  
and implemented

Accomplished - Satisfactory rating

Evaluator's Comments:

---

Evaluatee's Comments:

---

Signature

Date

---

Signature

Date

CLARENCEVILLE SCHOOL DISTRICT  
INTENSIVE ASSISTANCE PROGRAM

For \_\_\_\_\_

Date \_\_\_\_\_

I. DIAGNOSIS:

Problem (Statement)

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

Diagnosed by whom? \_\_\_\_\_

II. SPECIFIC OBJECTIVES FOR IMPROVEMENT:

\_\_\_\_\_  
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III. PROCEDURES AND/OR RESOURCES FOR ACHIEVING OBJECTIVE:

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IV. APPRAISAL METHOD AND TARGET DATE FOR ACHIEVEMENT:

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Review Dates \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Target Date \_\_\_\_\_

\_\_\_\_\_  
Principal:

\_\_\_\_\_  
Teacher:



