

*last day prior to
1987/88 school
year*

Bullock Creek School District

MASTER AGREEMENT

BETWEEN THE

BULLOCK CREEK SCHOOL DISTRICT

AND THE

BULLOCK CREEK EDUCATION ASSOCIATION

Michigan State University
LABOR AND INDUSTRIAL
RELATIONS LIBRARY

In effect until the last day prior to the 1987-88 school year.

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THE HISTORY OF THE UNITED STATES

The history of the United States is a story of growth and change. From the first European settlers to the present day, the nation has expanded its territory and diversified its population. The early years were marked by the struggle for independence from British rule, followed by a period of westward expansion and the development of a federal government. The American Revolution was a turning point, leading to the adoption of the Constitution and the establishment of a new nation. The 19th century was a time of rapid growth and innovation, with the invention of the steam engine and the railroad. The Civil War was a defining moment, leading to the abolition of slavery and the strengthening of the Union. The 20th century has been a period of global leadership, with the United States playing a central role in the world. The Cold War era was characterized by a rivalry between the United States and the Soviet Union, while the post-war period has seen the rise of a global economy and the challenges of environmental protection and social justice. The United States continues to be a nation of opportunity and innovation, facing new challenges in the 21st century.

The United States is a nation of diverse people and cultures. It is a land of opportunity and innovation, where the American dream is still a reality for many. The history of the United States is a story of resilience and progress, and it is a story that continues to inspire and challenge us today.

PREAMBLE

This Agreement is entered into by and between the Bullock Creek Education Association, hereinafter called the "Association," and the School District of Bullock Creek, the County of Midland, Michigan, hereinafter called the "District."

The District, in accordance with the Consent Election of February 1966, has an obligation pursuant to the Public Employment Relations Act, Act 336 of the Public Acts of 1947 as amended to bargain with the Association as the representative of its teaching personnel with respect to hours, wages, terms, and conditions of employment.

ARTICLE I

RECOGNITION

The District recognizes the Association as the exclusive bargaining representative in accordance with Act 379 of the Public Act of 1965 which is an amendment to Act 336 of the Public Act of 1947 of all certified teaching personnel under contract with the District, excluding: Superintendent, Assistant Superintendent, Principal, Assistant Principal, Consultant-Coordinator, Department Heads, Director of Cafeteria and Director of Transportation as defined by the State of Michigan Labor Mediation Board in agreement for Consent Election, February, 1966.

1. Building trades per memorandum dated 2/19/85.

2. Psychologist per memorandum dated 6/11/85.

The term "Teacher" hereinafter used in this Agreement shall refer to all employees represented by the "Bargaining Unit" as above defined and reference to male Teachers shall include female Teachers.

Nothing contained herein shall be construed to deny or restrict to any Teacher or the District rights he or it may have under the Michigan General School Laws or other applicable laws and regulations. The rights granted to Teachers or the District hereinafter shall not be deemed to limit any rights which any Teacher or the District would have in absence of this Agreement. The rights granted to Teachers hereunder shall be in addition to those provided elsewhere.

ARTICLE II

BOARD RIGHTS

- A. In order to carry out its responsibility for the development and operation of educational programs providing the best possible educational opportunity for the Bullock Creek School District consistent with community resources, the Board retains and reserves unto itself all powers, rights, authority, duties and responsibilities conferred upon and vested in the Board by law.
- B. The exercise of the foregoing powers, rights, duties, and responsibilities by the Board and the adoption of policies, rules, regulations and practices in the furtherance thereof, shall be the exclusive prerogative of the Board except as otherwise limited by express provision of this Agreement.

ARTICLE III

ASSOCIATION AND TEACHER RIGHTS

- A. The Association may request the use of school building facilities through the building principal or his/her representative for its meetings the same as any other school related group.
- B. One bulletin board shall be provided in each school building on which the Association may post notices for its activities and matters of Association concern. A notice will be given to the building principal or his/her representative that material has been placed on this bulletin board. The Association may use the District mail service and Teacher mail boxes for communications to Teachers.
- C. The District agrees that it is in the public interest to make available pursuant to a written request and within a reasonable time, information concerning the District in accordance with existing statutes.
- D. The private and personal life of any Teacher is not within the appropriate concern or attention of the District as long as it is consistent with the standards of the teaching profession.
- E. A telephone shall be made available to Teachers. A telephone shall be made available to Teachers for private conversations, confidential in nature and which apply specifically to student confidentiality. Toll calls on matters directly relating to student-teacher problems will be permitted with the approval of the building principal or his/her representative.

The Association may request the use of school facilities and equipment, including typewriters, mimeograph machines, other duplicating equipment, calculating machines, and audiovisual equipment at reasonable times when such equipment is not otherwise in use. The Association shall pay for the reasonable cost of all materials, supplies, page charges, repairs and damages, if same applies incident to such use.

Each Teacher shall have the right upon request to review the contents of his/her own personal file in the presence of the administrator or designee charged with the custodianship of said records. A representative of the Association may, at the Teacher's request, accompany the Teacher in this review.

Any Teacher who shall be transferred to an administrative or executive position and shall later return to Teacher status shall be entitled to retain such rights as he/she may have had under this Agreement or the Tenure Act prior to such a transfer.

Teachers choosing to attend the monthly Association meeting, held in the high school at 3:45 p.m., will be allowed to leave early, if necessary, to permit sufficient time to drive to the meeting.

ARTICLE IV

TEACHING HOURS

The school day for Teachers shall be seven (7) clock hours. The High School and Middle School student day shall be set at up to 6 3/4 hours and the elementary student day at up to 6 1/2 hours. The Middle School starting time will be no earlier than 7:35 a.m., and the High School starting time no earlier than 7:45 a.m. The Board shall establish the Teachers' and students' attendance hours. Each Teacher shall be at his/her assigned work station at the commencement of each class or other assignment.

On Friday or days preceding holidays or vacation, the Teachers' day shall end at the close of the student day, providing that the Teacher shall in no way be exonerated from his/her responsibility of completing necessary work and leaving his/her room and material in proper order.

All Teachers are to be granted a duty free lunch period of thirty (30) minutes, subject to schedule by the Principal.

Elementary Teachers will not be required to be in the classroom when special Teachers of Music, Physical Education and Art are scheduled and present to take over their classes

- the intent of which is to give approximately sixty (60) minutes relief time per week to Elementary Teachers. The District will hire substitutes for special Teachers of Music Physical Education and Art on no less than sixty percent (60%) of the days during each semester when proper notification is given to the principal before 7:00 a.m. of the day of the expected absence.

- D. Special Teachers in elementary Music, Physical Education, Art and Librarians shall be entitled to the same released time from classroom instruction as specified in Paragraph C.
- E. Elementary Teachers will be relieved of playground duty during noon hour.
- F. Teachers' meetings should take precedence but no more than four (4) hours per month will be required. Teachers must be notified in writing two (2) workdays before all such meetings.
- G. Teacher involvement in committee work shall be voluntary.

ARTICLE V

TEACHING LOAD AND ASSIGNMENTS

- A. The normal daily teaching load in the Senior High School (grades 9-12) shall be five (5) academic classes. The normal daily teaching load in the Middle School (grades 7-8) shall be five (5) academic classes. Also, each Teacher will be assigned at least one (1) preparation period equal to the length of a normal class period. Any preparation periods scheduled at the end of the day may, at the Teacher's discretion, be shortened on Fridays or days before holidays in order to accommodate Article IV, paragraph 1. Teachers will not be assigned more than two (2) study halls per day as a regular assignment. The normal number of preparations per semester, whenever possible, will be three (3) or less and the number of preparations will be distributed as nearly equal as possible within Senior High School departments and among Teachers in the Middle School. In no case will any Teacher have more than three (3) preparations per semester unless they have taught three (3) of the preparations during the previous two (2) year period.

This provision shall not prohibit the institution of homeroom or advisement groups providing that supervision of such groups by the faculty shall not entail more than two hours per month in secondary schools. It is agreed by the parties that the individual Teacher will not be responsible for any preparation regarding a homeroom.

Definition of Preparation - Act or process of making ready to teach a particular course. Two or more sections of the same course would be considered only one preparation. Each different course taught would be considered a different preparation.

Elementary Teaching Hours

1. The normal teaching load in the elementary school shall consist of a maximum of 25 hours per week of in class instruction time with the length of period and frequency of recitation to be determined by the Teacher and principal.
2. The twenty-five (25) hours of elementary instruction time does not include supervision of students before and after school, when students are eating lunch, recess, or the time when students receive instruction from special teaching personnel, such as music and physical education. The twenty-five (25) hours is the time spent by a classroom Teacher providing instruction for his/her class. In no case shall this be interpreted in such a way to exceed a seven (7) clock hour day for elementary Teachers as defined in Article IV - Paragraph A.

General assignments of classes by the superintendent or his/her designee shall be made by May 15. All Teachers shall be given written notice by the principal of each specific class they are to be assigned the next year no later than fourteen (14) days before the start of said school year.

General assignments shall include subjects or subject area to be taught, school and grade(s). Changes in assignments and/or specific classes to be taught, after written notification, will not be made without prior conference with the Teacher and the principal or superintendent; and then only to provide for an overall better balanced school system.

The overall student to classroom Teacher ratio shall not exceed thirty (30) to one (1). In addition, the total number of students in a single classroom shall not exceed thirty (30) with only one (1) Teacher in said classroom. Exceptions to this shall be the gym classes which will be limited to thirty-eight (38), music classes which shall be limited by mutual agreement of the principal and the instructor, and typing classes which will be limited to thirty-five (35); and multiple grade regular elementary classrooms shall be limited to twenty-five (25). These ratios shall be complied with by the fourth Friday of the school year. In single section classes at the secondary level the class size may be exceeded by two (2) students. If all classes of the same grade level at the elementary level are at maximum then the maximum may

be exceeded by one (1) student. These overload provision will expire with the end of the 1982-83 school year.

- F. The distribution of students in classes shall be equitable as possible, with due consideration given to the following distribution of students in the district; characteristics of the classes or subjects; individual student capacities and welfare; and administrative responsibility and effectiveness. A fourth Friday report indicating class sizes within each grade level across the district will be made available to the Association upon request.
- G. In grades where the administration groups children homogeneously by use of standardized tests, and when such groupings shall include groups designated by the principal as low achievers, then such class shall be limited to fewer than twenty-five (25) students per classroom Teacher.
- H. Teachers are expected to attend parent-teacher meetings when requested to do so by the principal.
- I. Whenever possible, no regularly assigned Teacher will be used as a substitute Teacher, except for short-time emergencies.
- J. Adequate off-street parking facilities shall be provided properly maintained, and identified exclusively for Teachers.
- K. The District will provide a place in each existing library for teaching reference material. The librarian will be responsible for operation and upkeep of this area. The intent is to provide an accumulation point for Teacher owned and District owned reference materials.
- L. One mainstreamed student as defined below shall be counted as two regular students for the purpose of determining class size. When two mainstreamed students as defined below are present in a classroom, they shall be counted as three regular students for the purpose of determining class size. For any additional such students mainstreamed in the same classroom, the preceding ratios shall be repeated. For the purpose of this paragraph, a mainstreamed student shall be defined as any student who has been properly screened by I.E.P.C. procedures and has a resultant individual prescribed educational program. And in addition, at the elementary level, a student must be present in the classroom at least two hours during the school day to be considered mainstreamed student for purposes of determining class size. This paragraph shall become effective with the 1978-79 school year. Speech Education students shall be exempt from the above provisions.

ARTICLE VI

VACANCIES, PROMOTIONS, AND TRANSFERS

- Requests by a Teacher for transfer to a different class, building, or position shall be made in writing on forms furnished by the District, one (1) copy of which shall be filed with the Superintendent and one (1) copy shall be filed with the Association. The application shall set forth the reasons for transfer, the school, grade, or position sought and the applicant's academic qualification. Such requests shall be submitted annually to assure active consideration by the District. (See Appendix 5-A.)
- Involuntary transfer shall be made only when, in the judgment of the Board of Education, it will serve the best interests of the students, school district, or community.
- A vacancy shall be defined for purposes of this contract as a position previously held by a Teacher or when a new position is created.
- When a teaching vacancy arises, the Superintendent shall notify the Association President.
- Teaching positions in summer school will be filled first from the list of qualified applicants regularly employed by the District the school year preceding the summer school. Guest Teachers may be employed if there are not enough qualified applicants.

ARTICLE VII

LEAVES

- At the beginning of each school year each Teacher shall be credited with fifteen (15) days of paid leave, the unused portion of which shall accumulate to 180 days. The leave days may be taken by a Teacher for the following reasons and subject to the following conditions:
 1. Personal Illness or Disability - This "Sick Leave" applies only to absences resulting from illness, disability, or injury of the Teacher. A doctor's certificate or statement may be required after an absence of three (3) consecutive days.
 2. Illness in the Immediate Family - Immediate family includes mother, mother-in-law, father, father-in-law, grandparents, spouse, child, sister, brother, or any other member of the family unit living in the same household no matter what the degree of relationship. Not

more than twenty (20) paid leave days may be used in any school year for family illness unless a life threatening condition exists.

3. Death in the Immediate Family - Limited to five (5) days per death.
4. For the reason set out in a. and b. below a combined total of three (3) days can be used in any one (1) school year:
 - (a) Death of someone not in the Teacher's immediate family.
 - (b) Emergency - Any sudden, generally unexpected occurrence or set of circumstances demanding immediate action.

Three (3) days is the total for both 4 a. and 4 b. The Teacher is not entitled to three (3) days under 4 a. and three (3) days under 4 b.

- B. A Teacher who has exhausted his/her cumulative paid leave will be considered for a loan up to thirty (30) days of additional sick leave at the rate of five (5) days per year of employment for his/her own personal illness or temporary disability only. The decision of the Board will be final and non-grievable.
- C. Personal business not to exceed one (1) day per year shall be allowed each Teacher for business matters which cannot be transacted except during the normal school day. Ordinarily personal business days will not be granted the first day before or following a holiday or vacation, or during the first or last week of the school year. No more than five percent (5%) of the staff may qualify for any given day. Notice must be given to the principal one (1) week in advance except in an emergency. (See Forms in Appendix 3BB and 3CC.)
- D. Each Teacher shall be furnished a written statement at the beginning of each school year setting forth his/her total unused accumulated paid leave.
- E. When time is requested for attendance at instructional conferences, conventions, and visitation, and if attendance is approved by the Superintendent, then the Teacher shall be paid for the excused absence. Ordinarily, visitation shall not be as a part of course credit.
- F. Six (6) days or twelve (12) half days will be granted the Association for members to attend conferences providing other members of the staff will cover their classes so no expense

will be incurred by the District, providing that in so doing, there will be no conflict with rules, regulations, or by-laws of the North Central Association or the Michigan Bureau of School Services Accrediting Division. If classes are not covered, the Association will pay for a substitute Teacher. Any absences under this Article shall be cleared with the principal and proper arrangements made with the covering Teachers and reported to the principal on the form provided, at least five (5) days in advance.

The Board shall carry Worker's Compensation so that a Teacher disabled from an injury or disease due to his/her employment may receive medical attention, and weekly benefits. Such insurance shall cover all benefits required by Michigan's Worker's Compensation Act. If a Teacher uses his/her paid leave while on Worker's Compensation, it shall be deducted on a proportional basis.

In case of paid absences, notification of the expected absence should be given to the administration office, or as directed, prior to 7:00 a.m., by elementary Teachers and at least one hour prior to the beginning class time, by secondary Teachers, on the day of the absence. Failure to meet this requirement may result in forfeiture of pay for the day.

Daily deductions of salary (if any occur) will be figured by using the annual salary rate at the time of the absence divided by 190.

A Confirmation of Absence from Service Form as per Appendix 3AA must be filed in duplicate with the Superintendent to cover absences and should be in the Superintendent's Office at least five (5) days prior to the payday to be considered. If this form is not filed, pay will be automatically withheld. Upon disposition, the duplicate shall be returned to the Teacher.

A Teacher shall be allowed to be absent when called for jury duty. The Teacher may use up to ten (10) days per year which is not deductible from any other leave and the Board of Education will supplement his/her jury fee to the extent not to exceed what he/she would have received in net pay had he/she not been on jury duty. Teachers excused from jury duty before 12:00 noon during a school day, must report at school immediately upon being released by the court in order to receive jury duty pay under this paragraph.

L. Unpaid Leaves of Absence

1. Maternity Leave

- (a) Maternity leave without pay may be granted to female Teachers.
- (b) A written request for maternity leave shall be submitted to the Board of Education.
- (c) Such a request shall specify a beginning date as well as a termination date of the leave.
- (d) Reinstatement shall be to the Teacher's former position or to a similar position for which she is qualified and certified.
- (e) It is understood that the foregoing shall not supersede provisions for layoff or other provision of law or this contract.
- (f) In the event of miscarriage or death of the object child of the leave, the leave of absence may be terminated upon request of the Teacher.
- (g) The Teacher may request in writing to the Board an extension of leave taken under this article. Extension of leave will be at the discretion of the Board.
- (h) Upon reinstatement the Teacher taking leave hereunder will be entitled to accrued experience and paid leave accumulated prior to the start of said leave.

2. Child Adoption - A leave of absence for up to one (1) year may be granted to any Teacher for the purpose of child adoption. Such leave whenever possible, should be requested at least ninety (90) days prior to the expected date of leave.

3. Education Leave - A leave of absence for up to one (1) year may be granted to any tenure Teacher, who applies for the purpose of engaging in study at an accredited college or university in a field related to his/her professional teaching responsibilities.

4. Voluntary Leave

- a. A Teacher (or Teachers) with greater seniority than those selected for lay-off may request a one-year unpaid leave of absence, provided such a leave will

result in the prevention of a District Teacher being laid off or the immediate rehiring of a District Teacher already on lay-off. Voluntary leaves shall be granted or not granted, at the sole discretion of the Board. The Board's decisions are final and non-grievable.

- b. Such a request shall be in writing and shall be for the duration of a full school year. Generally it shall be submitted to the Board prior to May 1 of the calendar year in which the leave is to begin. One-year renewals may be requested in writing. Such leaves and renewals will be at the discretion of the Board.
 - c. Any Teacher on voluntary leave shall be given credit for service to the District on the seniority list during the duration of the leave.
 - d. A Teacher returning from voluntary leave shall be reassigned to the position held prior to the leave, provided such a position still exists. If the Teacher's position no longer exists then reassignment shall be to a similar position for which he/she is certified and qualified.
 - e. Voluntary leaves may be cancelled by mutual consent of the Board and the affected Teacher.
 - f. A Teacher on voluntary leave shall receive full benefits outlined in Article XVIII.
5. General Provisions for Leaves
- (a) Unpaid leaves for one (1) year shall be requested in writing. A date for the termination of the leave shall be specified in the request. For leaves of less than a full year, the written request shall specify the date the Teacher will return. A Teacher on an unpaid leave for a full year, wishing to return, must file a written request with the Superintendent, at least ninety (90) days prior to the termination date of the leave.
 - (b) For Teachers returning from unpaid leave, every effort shall be made by the Teacher and the Board to make the end of the leave coincide with the start of a school year.
 - (c) For Teachers returning from unpaid leave, reasonable effort will be made to assign the Teacher to the same or comparable position; however, Teachers will

not be guaranteed their former assignment and may be placed in a position for which they are certified. (See Special Provision for voluntary leave, Article VII, L.,4.)

- (d) If requested by a Teacher, unpaid leaves may be renewable annually only upon written approval of the Board.
- (e) Upon recommendation of the Superintendent, the Board, at its own expense, may require a Teacher to submit to a physical or mental examination by a specialist approved by the Board to determine whether an involuntary sick leave is warranted.
- (f) In the case of unpaid leaves, a Teacher returning shall not receive credit toward any step increase for the time lost due to the leave, but upon return to duty shall get credit for the full semesters completed before leaving.
- (g) If a Teacher does not comply with the above conditions, the right to such leaves and/or the right to return may be denied by the Board.

ARTICLE VIII

TEACHER EVALUATION

Purpose

1. Provide the Teacher and the District with a written statement outlining the evaluator's observations of the Teacher's job performance.
2. Present specific written suggestions to the Teacher for improving job performance in areas where it is found to be unsatisfactory by the evaluator or where a change and/or improvement is desired by the Teacher.
3. Establish two-way oral communication between Teacher and evaluator regarding the evaluator's expectations and the Teacher's job performance.

Approved Forms

1. The Standard Evaluation Form (Appendix pages I-AA-I-GG) is a fixed-response instrument required for all non-tenured Teachers.

2. The Optional Form (Appendix pages 1-HH-1-II) is a narrative instrument which may be used for the tenured Teacher by mutual consent of the Teacher and the evaluator.
3. The Checklist (Appendix pages 1-JJ-1-KK) may be used by the evaluator to assist in formal evaluation visit observations. If used, a copy shall be attached to all three (3) copies of the final evaluation form. The checklist alone shall not serve as the written record of an evaluation.

2. Formal Evaluation Procedures

1. Each evaluation visit shall be preceded by a pre-observation conference between the evaluator and the Teacher. This conference shall occur at least five (5) school days previous to the visit and shall be devoted to the following topics. (The 5-day rule may be suspended by mutual consent of the Teacher and evaluator.)
 - a. Teacher's objectives, methods, and materials planned for the teaching-learning situation during which evaluating will occur.
 - b. Discussion of evaluator's particular expectations in relation to Teacher's specific assignment - i.e. tasks, regulations, responsibilities, etc., that are unique to a building, department, or subject area.
 - c. Review of the evaluation instrument and clarification of specific elements to be included in the evaluation.
 - d. Agreement as to the general time of the evaluation visit.
 - e. Discussion of other matters that might be pertinent to the process.

2. Formal Evaluation Visit

- a. Evaluation visits will normally be by the Teacher's immediate supervisor. At the elementary level, this will be the building principal. Middle School and High School evaluations will be performed by department heads or the principal.
- b. Probationary Teachers
 - (1) Evaluation visits shall occur a minimum of two
 - (2) times during the school year. The first

visit shall be within two (2) months following the Teacher's commencement of service. A second evaluation shall be at least seventy (70) calendar days prior to the end of the probationary school year(s).

- (2) Whenever possible, the same evaluator shall make all evaluations.
 - c. Tenure Teachers shall be evaluated at least once in every two (2) years.
 - d. An evaluation visit shall be for a minimum of thirty (30) minutes or one (1) class period, or the duration of a particular lesson, whichever is longer.
3. The evaluator shall hold a post-observation conference with the Teacher for the purpose of clarifying the written report and recommendations. Such a conference shall be held within ten (10) school days after the visitation.
- a. When the evaluator finds that a Teacher needs improvement in a category of the evaluation, he/she shall give specific suggestions for improvement in writing along with a description of how improvement shall be measured. A reasonable time shall be established at the end of which improvement will be expected.
 - b. The evaluator's "Disposition" statement shall be selected from the following:
 - (1) Recommended for continued employment.
 - (2) Recommended for placement on 1st year probation.
 - (3) Recommended for placement on 2nd year probation.
 - (4) Recommended for placement on 3rd year probation.
 - (5) Recommended for dismissal.
 - (6) Recommended for a program of improvement (as specified in C. 3. a. above).
 - c. Evaluator and Teacher shall have the opportunity to review and comment on the evaluation report.
 - d. A Teacher who disagrees with an observation or recommendation may submit a written answer, a copy of which shall be attached to each copy of the evaluation in question. The Teacher may also submit

any complaints through the grievance procedure.

- e. A Teacher's signature on an evaluation form shall be understood to indicate his/her awareness of the material, but shall not be interpreted to mean agreement with the content of the form.
- f. The completed form shall go to the Superintendent, with a copy to the evaluator and a copy to the Teacher.

D. Other Guidelines

1. In case a Teacher is not recommended for tenure or is recommended for dismissal because of his/her evaluation or failure to comply with the items necessary to improve performance as determined by the evaluator, the Teacher may appeal to the Superintendent.
 - a. The Superintendent may make his/her own investigation and make a separate evaluation of the Teacher's performance, to the extent his/her familiarity with the Teacher's performance will permit. Such an evaluation will follow the procedure outlined in C. above.
 - b. The Superintendent will return, together with this investigation and the principal's, a final recommendation to the Board of Education.
2. All monitoring or observation of the work performance of a Teacher shall be conducted openly and with the full knowledge of the Teacher.
3. Any complaint against a Teacher by any parent, student, or other person, which is to be incorporated into the Teacher's evaluation or personnel file, shall be called to the attention of the Teacher promptly. The Teacher shall have the right to attach a response to any such complaint. The Teacher's reply shall be attached to the file copy of the material in question. Any material placed in the file that is found to be inappropriate or in error shall be expunged from the file.
4. When a supervisor becomes aware of Teacher behavior that is inappropriate or improper, he/she shall notify the Teacher as soon as is practical, in order that the behavior can be improved. A Teacher may request a written explanation of any action taken because of inappropriate or improper performance.
5. A supervisor may visit a classroom other than for formal

evaluation. A Teacher may request a written evaluation report and/or a post-visitation conference of an classroom visit. When requested, the written report shall utilize the Standard Evaluation Form.

6. Observations of a Teacher by anyone not specifically authorized in C, or D. 1. above shall follow the procedures below.
 - a. A Teacher shall receive notification from the school office of the pending visit to a particular class by a parent of a member of said class. This notification shall be issued to the affected Teacher as soon as the office is aware of the parent's intention to visit.
 - b. Observations other than parents of students shall be permitted only after the affected Teacher(s) has been notified and has agreed to said observation. The notification shall include the following:
 - (1) The purpose of the observation.
 - (2) The criterion to be utilized in the observation.
 - (3) The person(s) conducting the observation and their qualifications for such an observation.
 - (4) The function of the resulting report.
 - c. Personnel associated with accreditation associations or legal inspection agencies shall be permitted to enter classrooms at will.
 - d. Such observations and resulting reports will not be a basis of evaluating the quality of a Teacher's service or fitness for retention.
7. No evaluation or observation shall unduly interfere with the normal teaching-learning process.

ARTICLE IX

LAYOFF AND RECALL

- A. It is hereby specifically recognized that it is within the sole discretion of the Board to change, modify, eliminate, or reduce the curriculum, the program, the staff or number of positions. Nothing in this Article prohibits the Board from changing, modifying, eliminating, or reducing the curriculum.

program, staff or number of positions.

- B. The following procedure is designated to create an orderly method for the reduction and recall of Teachers. It is recognized that the layoff and recall does not obligate the Board to assign a Teacher to a given position once the Teacher has been recalled.

C. Layoff Procedure:

1. Probationary Teachers shall be laid off first in inverse order of seniority, except where there is not a tenured Teacher who is certified, qualified, and available to perform the assigned duties of the probationary Teacher.
2. Tenure Teachers shall be laid off in inverse order of seniority within the certified and qualified areas except where there is not a retained tenure Teacher certified, qualified, and available to perform the assigned duties of the laid-off lower seniority tenure Teacher.
3. Certified shall be defined as a state recognized valid Teacher certificate. A Teacher will be considered certified for only those areas listed and university-verified as of November 10 or February 10.

In the case of special education placements, certification shall be dictated by the ability of the individual to qualify for a certificate endorsement and the ability to qualify for Department of Education approval.

4. Qualified shall be defined as:

a. Elementary

Teachers in the elementary schools shall be certified to teach in the elementary schools.

Special Teachers in fields such as music, art and physical education shall not be assigned to a regular classroom assignment unless they meet the above qualifications.

To be assigned to teach in special fields, such as art, music or physical education in the elementary grades, a Teacher must possess a major or equivalent special training in the field.

b. Grades 7 and 8

Teachers in grades 7 and 8 shall possess either an

elementary or secondary certificate and a major or minor (or the equivalent number of credit hours or have had successful teaching experience) in the specific teaching area assigned.

c. Grades 9-12

Teachers in grades 9-12 must possess a secondary teaching certificate and a major or minor or an equivalent number of hours. They shall meet North Central Association of Colleges and Schools requirements whenever possible.

d. Special Subject Teacher - music, art, or physical education, etc.

Teachers shall possess a teaching certificate covering the grade areas of assignment and a major or minor (or equivalent special training in the subject area assigned). Any art, music or Physical Education Teacher who is certified to teach those subjects in K-12 is eligible to be assigned to either elementary or secondary teaching in those subjects. Such Teachers in grades 9-12 shall meet North Central Association of Colleges and Schools requirements.

e. For purposes of interpreting a minor or the equivalent number of credit hours in this Article, a minor shall be considered at least twelve (12) semester hours of credit.

5. Seniority shall be defined as:

a. Total years of service to the School District in positions that require Teacher certification.

b. All other things, certification, and days employed, being equal, then the date of the initial employment contract with the School District shall prevail. If the date of initial employment is the same, all Teachers so affected will participate in a drawing to determine placement on the seniority list. The Association and Teachers so affected will be notified in writing of the date, place and time of the drawing. The drawing shall be conducted openly and at a time and place that will reasonably allow affected Teachers and association representatives to be in attendance.

The seniority list shall be posted in each building, with copies furnished to the Association at least

ten (10) working days prior to November 20 and February 10.

It shall be the responsibility of each Teacher to promptly check the seniority list. If a Teacher or the Association does not believe that a Teacher's seniority, certification, or endorsement is correctly shown on the list, the Superintendent shall be notified, in writing, of the alleged error no later than ten (10) working days after November 20 and February 10, respectively. If no challenges are made within the allowed period, the seniority list shall be deemed to be accurate and the Board shall incur no liability (including back pay) for relying on such list. If the posted list is challenged, the Association will be notified by the Superintendent of said challenges. The parties will meet to produce a corrected accurate list. The corrected list will be posted within five (5) working days after the respective challenge period. When said corrected listing is approved in writing by the Association, then the seniority list shall be deemed to be accurate, and the Board shall incur no liability (including back pay) for relying on such list. Accurate seniority lists shall be frozen until November 20 and February 10, respectively. Updating of endorsement shall be allowed only during the seniority list challenge period. However, for notification purposes only, a teacher may inform the Superintendent, in writing, of a change in certification (accompanied by proper documentation) at any time.

Recall of Teachers on layoff shall not be affected by changes in certification until the next posting period.

Teachers who are on leave during this time will be notified of their placement on the seniority list by certified mail sent to their last known mailing address. It is the responsibility of the Teacher to inform the school of his/her address or any change of address.

6. Seniority shall not accumulate during a Board approved leave of absence, except voluntary leaves.
7. Recall of Teachers
 - a. Recall of all Teachers shall be in reverse order of layoff; i.e., those laid off last will be recalled first provided however, that a Teacher in order to

be re-assigned, shall be certified and qualified as herein set forth to teach the specific area for which a vacancy has occurred.

- b. If a Teacher fails to respond upon notice of recall from layoff by certified mail or telegram to the last known address within five (5) days of notice of recall exclusive of days when no mail deliveries arrived, then such Teacher shall be recorded as a voluntary quit. A Teacher may be reinstated if the Teacher reports within five (5) days and presents a reason satisfactory to the Board for failure to report.

ARTICLE X

NEGOTIATION PROCEDURES

During May of the final year of this contract, the parties shall initiate negotiations for the purpose of entering into a successor agreement.

When both parties agree to negotiations during regular school hours, release time shall be provided for the Association's negotiating committee.

Neither party in any negotiations shall have any control over the selection of the negotiating or bargaining representatives of the other party. The parties mutually pledge that their representatives will be clothed with all necessary power and authority to make proposals, consider proposals and make concessions in the course of negotiations.

Meeting dates and time of meetings will be established by mutual consent.

ARTICLE XI

CONTINUITY OF OPERATIONS

- A. The Association and the Board recognize that strikes and other forms of work stoppages by Teachers are contrary to law and public policy. The Association and the Board subscribe to the principle that differences shall be resolved by peaceful and appropriate means without interruption of the school program. The Association, therefore, agrees that its officers, representatives and members shall not authorize, instigate cause, aid, encourage, ratify or condone, nor shall any Teacher take part in any strike, slowdown or stoppage of work, boycott, picketing or other interruption or activities

in the school system. Failure or refusal on the part of any Teacher to comply with a provision of this Article shall be cause for whatever disciplinary action is deemed necessary by the Board.

- B. The Association and the Board agree that they will not knowingly engage in any unfair labor practice as defined by law or that it will not knowingly misrepresent any negotiation information made public during the course of bargaining.

ARTICLE XII

PROTECTION OF TEACHERS

- A. The Board of Education supports its Teachers acting within the Policies, By-Laws and Regulations of the Board of Education and Administrative Practices and Procedures. It is agreed that in any joint defense of any litigation, the Teacher may receive benefit of the Board of Education's legal counsel when the Teacher is not in violation of the above mentioned Policies, By-Laws, Regulations, Practices and Procedures.
- B. The District recognizes its responsibility to give all reasonable support and assistance to Teachers with respect to the maintenance of control and discipline in the classroom, school and school grounds.
- C. Teachers, in the course of their professional duties, need not disclose any written or oral confidential communications unless said disclosure is required by law.
- D. This Agreement shall supersede any rules, regulations or practices of the Board which shall be contrary to or inconsistent with its terms.
- E. If any provision of this Agreement or any application of the Agreement to any Teacher or group of Teachers shall be found contrary to the law, then such provision or application shall be null and void except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.
- F. All individual contracts shall be made expressly subject to the terms of this Agreement.

ARTICLE XIII

TEACHER RESPONSIBILITY

- A. Teachers shall not leave a class unattended except in an emergency. They shall be responsible for the supervision of students on the school grounds as well as in the school building except when released by other provisions of this Agreement.
- B. Teachers are to be responsible for the supervision of their assigned stations of duty at all times unless otherwise directed by the principal or his designee. It shall be the Teacher's responsibility to supervise students and not condone student behavior which is contrary to school policy.
- C. A Teacher shall ensure that all sides of a controversial issue are presented equally. It shall be the Teacher's responsibility to determine to the best of his/her ability that the topics and materials used will be appropriate to the maturity-level and intellectual ability of the students. Teachers shall be responsible for creating and maintaining conditions conducive to learning.
- D. Attendance at schools shall not be required for Teachers if pupils do not report because of weather or travel conditions.

ARTICLE XIV

GRIEVANCE PROCEDURES

- A. A claim by a Teacher or the Association that there has been a violation or misapplication of any provision of this Agreement may be processed as a grievance as hereinafter provided.
- B. It is the intent of this Article to establish means for prompt adjustment of grievance at the school level with the Teacher and the immediate supervisor. A Teacher with a complaint shall, within thirty (30) calendar days of alleged violation or misapplication, first state his/her complaint to his/her immediate supervisor. If, at the end of the fourteen (14) calendar days, the problem is not satisfactorily settled, the grievance procedure may be implemented within the succeeding fourteen (14) calendar days.

Step 1

The signed written grievance shall be presented to the Superintendent with copies to the immediate supervisor and the Association. Within seven (7) calendar days, a meeting

will be held among the aggrieved Teacher, the association representative and the Superintendent. If an agreement is reached, written copies of the disposition shall be furnished to the parties involved. If no agreement is reached, then, within seven (7) calendar days:

Step 2

The written grievance shall be submitted to the Board of Education for a hearing. If no agreement is reached within seven (7) calendar days after the next regular meeting of the Board of Education, then, within fourteen (14) calendar days:

Step 3

The grievance may be submitted to arbitration by the Association. The Arbitrator will be selected according to the rules and procedures of the American Arbitration Association.

1. He/she shall have no power to: establish salary structure, add to, subtract from, disregard, alter or modify any terms of this Agreement.
 2. He/she shall have no power to rule on any matters regarding: termination or failure to re-employ probationary Teachers, placing Teachers on third year probation, and the evaluation appraisal.
 3. He/she shall have no power to change any practice, policy, or rule of the Board nor limit the authority of the Board, regarding any such matters or action taken by the Board. The Arbitrator shall have power to rule that a practice, policy or rule of the Board is in violation of the Agreement. Then Article XII, Section D., will take precedence.
 4. He/she shall have no power to rule on any claim or complaint for which there is a remedial procedure or course established by law or by regulation having the force of law, including any matter subject to the procedures specified in the Teacher's Tenure Act (Act IV Public Acts, extra session, of 1937 of Michigan as amended).
 5. The decision of the Arbitrator will be binding on both parties.
- C. The fees and expenses of the Arbitrator shall be shared equally by the Association and the Board.
- D. The time limits provided in the Article shall be strictly observed, but may be extended by written agreement of the

parties. In the event a grievance is filed after May 15 of any year and strict adherence to the time limits may result in hardship of any party, the Board shall use its best efforts to process such grievance prior to the end of the school term or as soon thereafter as possible.

- E. No reprisals of any kind shall be taken by either party against any party in interest.
- F. All documents, communications and records dealing with the processing of a grievance will be filed separately from the personnel files of the participants.
- G. Forms for filing grievances will be as that appearing in Appendix 4 A and 4 B.
- H. Every effort shall be made to avoid interruption of classroom activities and to avoid the involvement of pupils in all phases of the grievance procedure.
- I. The District will, upon request, provide the Association with pertinent records which may be required by the Association to process grievances under this Agreement.
- J. Nothing contained herein will deprive any Teacher of any legal right which he/she presently has, provided that if a Teacher elects to pursue any legal or statutory remedy such election will bar any further or subsequent proceedings for relief under the provisions of this Article.
- K. The Association on behalf of a group or class of Teachers may initiate the grievance procedure at Step 1.

ARTICLE XV

DEDUCTIONS

The following deductions from a Teacher's pay will be made by the District business office:

1. Those covered by law (as the law directs).
2. Insurance (deducted as authorized and paid directly to the respective insurance company).
3. Credit Union (For either shares or loans, upon request of a specific Teacher, and transmitted directly to the Midland County School Employees Credit Union).
4. a. During or before the second week of September of each year, the Association shall notify the Board of the

amount of the annual dues payable by members of the Association, and the equivalent amount payable by non-members pursuant to Section 10, Paragraph 1.c., and 2., of the Public Employment Relations Act. The Board shall thereupon deduct such amounts in equal installments, as nearly as may be, from twenty (20) consecutive paychecks (between September and June) of each Teacher who has executed an individual contract of employment, and promptly pay such amount over to the Association or its delegates. Upon remitting such amounts, the Board shall have no further liability or responsibility with respect thereto.

- b. The parties agree that every Teacher suffered or permitted to work will be required each school year to sign an individual contract of employment as provided in Section 380.1231 of the School Code and that every such contract shall contain the following:

"This contract is subject to a collective labor agreement heretofore or hereafter negotiated by the Board and the exclusive bargaining representative of Teachers employed by the Board. The terms of such collective labor agreement are incorporated herein and by accepting this contract, you agree to be bound by all such terms, including wage deduction provisions thereof."

All current active employees who were not members during the 1981-82 school year may at their discretion, be exempted from paragraphs 4.a. and b.

The Association agrees that they will hold the Board harmless from any litigation arising from the implementation of Article XV, Paragraph 4.a. and b. which is to include any and/or all, potential or actual cost.

5. Teachers who hire in after the regular assignment authorization date, will be given two (2) weeks from the date they start work to sign and deliver their authorizations for payroll deductions to the District's business office.

ARTICLE XVI

MISCELLANEOUS

- A. The cost of reproducing the final signed Master Agreement will be shared equally by the Bullock Creek School District and the Bullock Creek Education Association.
- B. The District and the Association shall keep a file for the purpose of receiving suggestions, for deletions, additions or

revisions of this document. (Suggestions to be exchanged in writing). This will be a continuing process to assist in future negotiations.

- C. Individual Teacher contracts for all Teachers so recommended will be tendered the first work day following the regular May Board of Education meeting and must be signed and returned to the Superintendent within ten (10) working days after being received by the Teacher.

It is specifically agreed to by the Bullock Creek Education Association that in the event that the District is placed on the State Department of Education's "critical" list or is forced to close all school operations that the individual contract will not be binding on the District.

- D. The school calendar shall be coordinated with the other schools in the Intermediate School District as nearly as possible in order to provide better student services.
- E. Teachers will be given at least one day at the end of each semester to work on compiling school records and completing necessary documents.
- F. The District will provide Inservice Programs during each semester. The purpose of inservice is to offer relevant and productive opportunities for professional growth for the educational staff of the Bullock Creek Schools. There shall be a committee with representatives from each of the District's school buildings established for the purpose of planning inservice meetings.
- G. The District will provide for Parent-Teacher Conferences during each semester. The purpose of Parent-Teacher Conferences is to provide better communication between parents and Teachers of their student's progress. If the normal workday is altered to accommodate working parents for Parent-Teacher Conferences, then the District shall provide compensatory time.
- H. The Association may submit a proposed school calendar to the Board of Education for the forthcoming year each year prior to January 1. The Board will give this proposal reasonable consideration in developing the best school calendar for the forthcoming year. A typical school calendar will include the following dates:

Teachers report for duty

Classes commence

All legal holidays

Periodic recesses (such as Christmas and Thanksgiving)

Last day of each semester

Classes dismissed for summer vacation

Teachers dismissed for summer vacation

- I. All Teachers who retire from Bullock Creek School District, who have taught twenty-five (25) years, the last fourteen (14) of which have been in Bullock Creek School District or a district which is now a part of Bullock Creek School District, shall have \$1,000 added to the last year of their contract.

Retirement means when one becomes eligible and participates in the Michigan Public School Retirement Fund, qualifies for pension from same, and is proceeding to receive such pension immediately following the discontinuation of employment in Bullock Creek School District.

- J. A Teacher must have worked at least one day for the District before being eligible to receive any fringe benefits afforded by this Agreement. Teachers (new hires after September 1, 1982) working part time, less than seven (7) hours per day, shall receive only a prorated portion of salary and fringe benefits afforded by this Agreement.
- K. The District shall endeavor to provide a copy of the Board's preliminary agenda, if any, for the regular monthly meetings prior to said meetings.
- L. A copy of the approved Board minutes shall be available to the Association within a week after the approval of same.
- M. Nothing herein will be construed as to prevent the District from establishing a mandatory retirement age of sixty-five (65) years or over.
- N. WAIVER - The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties, after the exercise of that right and opportunity, are set forth in the Agreement. Therefore, the District and the Association, for the life of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subject or matter may not have

been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

0. ENTIRE AGREEMENT - This contract constitutes the sole and entire existing Agreement between the parties in respect to rates of pay, wages, hours of employment or other conditions of employment which shall prevail during the term of the contract. It supersedes and cancels all prior practices, whether oral or written, and expresses all obligations of, and restrictions imposed upon, the District and the Association. All matters or subjects not herein covered have been satisfactorily adjusted, comprised, or waived by the parties for the life of this Agreement. This contract is subject to amendment, alteration or additions only by a subsequent written agreement.

ARTICLE XVII

COMPENSATION

A. General

1. This Article, in its entirety, represents compensation to be paid for certified teaching personnel under this contract.
2. Adjustments shall be made on the salary schedule twice annually:
 - a. beginning of the 1st semester
 - b. beginning of the 2nd semester

At these times, all teaching personnel seeking a new classification of training shall submit proof of eligibility and make a written request for such adjustment at the earliest possible date, but no later than the beginning of the semester. Failure to make a proper request and submit official evidence from registrar of eligibility, would invalidate the adjustment that semester.

3. a. To qualify for a higher category on the salary schedule, all advanced study hours must be in the area of the Teacher's teaching major or minor, or must be in a program approved by a college or university leading to a master's degree, or a degree beyond the master's degree.
- b. Advanced study hours which do not meet these

requirements, but which are deemed valuable in the teaching assignment, may be applied to qualify a Teacher for a higher category on the salary schedule if these hours are approved by the Teacher's immediate supervisor and the Superintendent of Schools, prior to enrollment in the course.

4. BA degree is to be interpreted as BA degree and Provisional Certificate in the area of the Teacher assignment.

Certified is to mean:

Provisional

Permanent or Continuing

Life

State Limited

Special permits or authorizations may be considered only if such persons are holders of a BA degree and are qualifying for a Provisional.

5. The salary schedules are as follows:

SALARY SCHEDULE
BULLOCK CREEK SCHOOLS
1983-84*

| Step | BA | | | BA+18 | | | MA or BA+30 | | | MA+15 | | | MA+30 | | |
|------|--------------------|-----|-------|--------------------|-----|-------|--------------------|-----|-------|--------------------|-----|-------|--------------------|-----|-------|
| | 9/83 to 6/84 | +3% | TOTAL | 9/83 to 6/84 | +3% | TOTAL | 9/83 to 6/84 | +3% | TOTAL | 9/83 to 6/84 | +3% | TOTAL | 9/83 to 6/84 | +3% | TOTAL |
| 0 | 13778 | 401 | 14179 | 14505 | 422 | 14927 | 15268 | 445 | 15713 | 16068 | 468 | 16536 | 16910 | 493 | 17403 |
| 1 | 14410 | 420 | 14830 | 15168 | 442 | 15610 | 15964 | 465 | 16429 | 16798 | 489 | 17287 | 17677 | 515 | 18192 |
| 2 | 15041 | 438 | 15479 | 15831 | 461 | 16292 | 16660 | 485 | 17145 | 17531 | 511 | 18042 | 18444 | 537 | 18981 |
| 3 | 15672 | 456 | 16128 | 16493 | 480 | 16973 | 17356 | 506 | 17862 | 18261 | 532 | 18793 | 19213 | 560 | 19773 |
| 4 | 16305 | 475 | 16780 | 17157 | 500 | 17657 | 18053 | 526 | 18579 | 18992 | 553 | 19545 | 19979 | 582 | 20561 |
| 5 | 16936 | 493 | 17429 | 17820 | 519 | 18339 | 18748 | 546 | 19294 | 19723 | 574 | 20297 | 20745 | 604 | 21349 |
| 6 | 18113 | 528 | 18641 | 18483 | 538 | 19021 | 19446 | 566 | 20012 | 20454 | 596 | 21050 | 21515 | 627 | 22142 |
| 7 | | | | 19147 | 558 | 19705 | 20142 | 587 | 20729 | 21185 | 617 | 21802 | 22283 | 649 | 22932 |
| 8 | | | | 19809 | 577 | 20386 | 20838 | 607 | 21445 | 21916 | 638 | 22554 | 23050 | 671 | 23721 |
| 9 | | | | 20471 | 596 | 21067 | 21534 | 627 | 22161 | 22647 | 660 | 23307 | 23819 | 694 | 24513 |
| 10 | | | | 21134 | 616 | 21750 | 22232 | 648 | 22880 | 23378 | 681 | 24059 | 24585 | 716 | 25301 |
| 11 | | | | 22227 | 647 | 22874 | 22929 | 668 | 23597 | 24108 | 702 | 24810 | 25351 | 738 | 26089 |
| 12 | | | | | | | 23625 | 688 | 24313 | 24838 | 723 | 25561 | 26120 | 761 | 26881 |
| 13 | | | | | | | 24753 | 721 | 25474 | 25998 | 757 | 26755 | 27317 | 796 | 28113 |

*Salary increases conditional to no major executive order reduction at the state level. If major executive reductions occur, the salary increase will be reconsidered through contract review.

SALARY SCHEDULE
BULLOCK CREEK SCHOOLS
1984-85*

| Step | BA | | | BA+18 | | | MA or BA+30 | | | MA+15 | | | MA+30 | | |
|------|--------------------|-----|-------|--------------------|-----|-------|--------------------|-----|-------|--------------------|-----|-------|--------------------|-----|-------|
| | 9/84 to 6/85 | +3% | TOTAL | 9/84 to 6/85 | +3% | TOTAL | 9/84 to 6/85 | +3% | TOTAL | 9/84 to 6/85 | +3% | TOTAL | 9/84 to 6/85 | +3% | TOTAL |
| 0 | 14604 | 425 | 15029 | 15375 | 448 | 15823 | 16184 | 471 | 16655 | 17032 | 496 | 17528 | 17925 | 522 | 18447 |
| 1 | 15274 | 445 | 15719 | 16078 | 468 | 16546 | 16922 | 493 | 17415 | 17806 | 519 | 18325 | 18738 | 546 | 19284 |
| 2 | 15943 | 464 | 16407 | 16781 | 489 | 17270 | 17659 | 514 | 18173 | 18583 | 541 | 19124 | 19550 | 569 | 20119 |
| 3 | 16612 | 484 | 17096 | 17482 | 509 | 17991 | 18398 | 536 | 18934 | 19357 | 564 | 19921 | 20366 | 593 | 20959 |
| 4 | 17283 | 503 | 17786 | 18187 | 530 | 18717 | 19136 | 557 | 19693 | 20131 | 586 | 20717 | 21178 | 617 | 21795 |
| 5 | 17952 | 523 | 18475 | 18889 | 550 | 19439 | 19873 | 579 | 20452 | 20906 | 609 | 21515 | 21989 | 640 | 22629 |
| 6 | 19200 | 559 | 19759 | 19592 | 571 | 20163 | 20612 | 600 | 21212 | 21682 | 632 | 22314 | 22806 | 664 | 23470 |
| 7 | | | | 20296 | 591 | 20887 | 21351 | 622 | 21973 | 22456 | 654 | 23110 | 23620 | 688 | 24308 |
| 8 | | | | 20998 | 612 | 21610 | 22088 | 643 | 22731 | 23231 | 677 | 23908 | 24433 | 712 | 25145 |
| 9 | | | | 21699 | 632 | 22331 | 22826 | 665 | 23491 | 24006 | 699 | 24705 | 25248 | 735 | 25983 |
| 10 | | | | 22403 | 653 | 23056 | 23566 | 686 | 24252 | 24781 | 722 | 25503 | 26060 | 759 | 26819 |
| 11 | | | | 23560 | 686 | 24246 | 24305 | 708 | 25013 | 25554 | 744 | 26298 | 26872 | 783 | 27655 |
| 12 | | | | | | | 25042 | 729 | 25771 | 26328 | 767 | 27095 | 27687 | 806 | 28493 |
| 13 | | | | | | | 26238 | 764 | 27002 | 27558 | 803 | 28361 | 28956 | 843 | 29799 |

*Salary increases conditional to no major executive order reduction at the state level. If major executive reductions occur, the salary increase will be reconsidered through contract review.

SALARY SCHEDULE
BULLOCK CREEK SCHOOLS
1985-86*

| <u>STEP</u> | <u>BA</u> | <u>MA or BA+30</u> | <u>MA+15</u> | <u>MA+30</u> |
|-------------|-----------|------------------------|--------------|--------------|
| 0 | 16614 | 17488 | 18404 | 19369 |
| 1 | 17373 | 18286 | 19241 | 20248 |
| 2 | 18134 | 19082 | 20080 | 21125 |
| 3 | 18891 | 19881 | 20917 | 22007 |
| 4 | 19653 | 20678 | 21753 | 22885 |
| 5 | 20411 | 21475 | 22591 | 23760 |
| 6 | 21171 | 22273 | 23430 | 24644 |
| 7 | 21931 | 23072 | 24266 | 25523 |
| 8 | 22691 | 23868 | 25103 | 26402 |
| 9 | 23448 | 24666 | 25940 | 27282 |
| 10 | 24209 | 25465 | 26778 | 28160 |
| 11 | 25458 | 26264 | 27613 | 29038 |
| 12 | | 27060 | 28450 | 29918 |
| 13 | | 28352 | 29779 | 31289 |

*As agreed to per memorandum dated 2/19/85.

SALARY SCHEDULE
 BULLOCK CREEK SCHOOLS
 1986-87*

| <u>STEP</u> | <u>BA</u> | <u>MA or BA+30</u> | <u>MA+15</u> | <u>MA+30</u> |
|-------------|-----------|------------------------|--------------|--------------|
| 0 | 17445 | 18362 | 19324 | 20337 |
| 1 | 18242 | 19200 | 20203 | 21260 |
| 2 | 19041 | 20036 | 21084 | 22181 |
| 3 | 19836 | 20875 | 21963 | 23107 |
| 4 | 20636 | 21712 | 22841 | 24029 |
| 5 | 21432 | 22549 | 23721 | 24948 |
| 6 | 22230 | 23387 | 24602 | 25876 |
| 7 | 23028 | 24226 | 25479 | 26799 |
| 8 | 23826 | 25061 | 26358 | 27722 |
| 9 | 24620 | 25899 | 27237 | 28646 |
| 10 | 25419 | 26738 | 28117 | 29568 |
| 11 | 26731 | 27577 | 28994 | 30490 |
| 12 | | 28413 | 29873 | 31414 |
| 13 | | 29770 | 31268 | 32853 |

*As agreed to per memorandum dated 2/19/85

B. Auxiliary Compensation

1. All paid duties will be assigned by the Board of Education or their delegated administrator. Such assignments will be made subject to mutual consent except for activities marked with an asterisk (*) below. Those activities marked with an asterisk (*) may be appointed if no volunteers are available. The administrator in charge shall assign all other nonpaid duties. Extra duty assignments under this Article do not come under the provision of Article V pertaining to Teacher load.
2. Providing that the Board elects to sponsor such functions or activities and also providing that the persons to whom they are assigned fall within the Bargaining Unit, then the compensation for such extra duties shall be as in the following sections:
3. Extra-curricular pay shall be calculated by multiplying the salary at the correct experience step, up to step 8, of the BA salary schedule by the percent specified for a particular extra-curricular position. To earn an experience increment, a person must have served successfully in said position for one year. Teachers currently being paid for a particular position shall not receive a reduction in pay for said position because of this calculation procedure.

CLASSIFICATION I - 10.5% (1985-86 only - 10.16%)

Head Varsity Boys' Baseball Coach
Head Varsity Boys' Basketball Coach
Head Varsity Boys' Football Coach
Head Varsity Boys' Track Coach
Head Varsity Boys' Wrestling Coach
Head Varsity Girls' Basketball Coach
Head Varsity Girls' Softball Coach
Head Varsity Girls' Track Coach
Summer Band

CLASSIFICATION II - 7.0% (1985-86 only - 6.77%)

Director, Extra-Curricular Instrumentalists
Head Boys' Cross Country Coach
Head Boys' Tennis Coach
Head Girls' Cross Country Coach
Head Girls' Tennis Coach
Junior Varsity Baseball Coach
Junior Varsity Basketball Coach
Junior Varsity Football Coaches (2)
Junior Varsity Softball Coach
Varsity Assistants

Varsity Golf
Varsity Volleyball

CLASSIFICATION III - 5.0% (1985-86 only - 4.84%)

Debate
Freshman Coaches
Junior Varsity Tennis Coach
Junior Varsity Volleyball Coach
7th Grade Basketball Coaches
7th Grade Volleyball Coach
7th and 8th Grade Wrestling Coach
8th Grade Basketball Coaches
8th Grade Volleyball Coach

CLASSIFICATION IV - 3.0% (1985-86 only - 2.90%)

5th and 6th Grade Coaches
Forensics
Intramural Coaches
Varsity Cheerleading - High School
*Yearbook - High School
*Yearbook - Junior High (1)

CLASSIFICATION V - 2.5% (1985-86 only - 2.42%)

Junior High Student Council
Junior Varsity Cheerleading
PomPon Girls' Coach
*School Paper
*School Play (2)
*Junior Class Sponsors (2)
*Senior Class Sponsors (2)
*Senior High Student Council (1)

CLASSIFICATION VI - 2.0%

*French Club Sponsor (1)
Freshman Cheerleading (1)
Junior High Cheerleading (1)
*National Honor Society Sponsor (1)
*Spanish Club Sponsor (1)

CLASSIFICATION VII - 1.0%

*Chess Club Sponsor (1)
*Co-op Club Sponsor
*Freshman Class Sponsors (2)
*Home Economics Club Sponsor (1)
*Science Club Sponsor (1)
*Senior High Pep Club Sponsor (1)
*Sophomore Class Sponsors (2)

BULLOCK CREEK
EXTRA-CURRICULAR PAY SCHEDULE
1985-86

| <u>Step</u> | <u>I</u> 10.16% | <u>II</u> 6.77% | <u>III</u> 4.84% | <u>IV</u> 2.90% | <u>V</u> 2.42% | <u>VI</u> 2.00% | <u>VII</u> 1.00% |
|-------------|--------------------|--------------------|---------------------|--------------------|-------------------|--------------------|---------------------|
| 0 | 1688 | 1125 | 804 | 482 | 402 | 332 | 166 |
| 1 | 1765 | 1176 | 841 | 504 | 420 | 347 | 174 |
| 2 | 1842 | 1228 | 878 | 526 | 439 | 363 | 181 |
| 3 | 1919 | 1279 | 914 | 548 | 457 | 378 | 189 |
| 4 | 1997 | 1331 | 951 | 570 | 476 | 393 | 197 |
| 5 | 2074 | 1382 | 988 | 592 | 494 | 408 | 204 |
| 6 | 2151 | 1433 | 1025 | 614 | 512 | 423 | 212 |
| 7 | 2228 | 1485 | 1061 | 636 | 531 | 439 | 219 |
| 8 | 2305 | 1536 | 1098 | 658 | 549 | 454 | 227 |

1986-87

| <u>Step</u> | <u>I</u> | <u>II</u> | <u>III</u> | <u>IV</u> | <u>V</u> | <u>VI</u> | <u>VII</u> |
|-------------|----------|-----------|------------|-----------|----------|-----------|------------|
| 0 | 1832 | 1221 | 872 | 523 | 436 | 349 | 174 |
| 1 | 1915 | 1277 | 912 | 547 | 456 | 365 | 182 |
| 2 | 1999 | 1333 | 952 | 571 | 476 | 381 | 190 |
| 3 | 2083 | 1389 | 992 | 595 | 496 | 397 | 198 |
| 4 | 2167 | 1445 | 1032 | 619 | 516 | 413 | 206 |
| 5 | 2250 | 1500 | 1072 | 643 | 536 | 429 | 214 |
| 6 | 2334 | 1556 | 1112 | 667 | 556 | 445 | 222 |
| 7 | 2418 | 1612 | 1151 | 691 | 576 | 461 | 230 |
| 8 | 2502 | 1668 | 1191 | 715 | 596 | 477 | 238 |

4. The establishment of compensation for new activities approved by the Board, shall be determined by the amount of responsibility and time involved outside of the regular school day. The amount of compensation subject to the Board approval, will be recommended by a committee consisting of equal representatives of the Association and Administration.

5. Driver Education: If this activity is carried on as a summer activity over and above the regular school year, or beyond regular teaching day, the following remuneration would apply:

\$11.00 per hour for actual classroom instruction - classes to be not less than thirty (30) or more than sixty (60) students, depending upon the type of class.
\$11.00 per hour for driving time - that is, actual driving time with the student behind the wheel, not to exceed an average of six hours per student and not to exceed forty (40) hours per week.

6. If the Board elects to utilize Teachers in the following capacities, the rates shall be as follows:

a. Ticket takers

Basketball ticket takers shall receive \$5.00 per game.

Ticket takers at football games will be paid \$5.00 per game.

Ticket takers at all other athletic events shall be paid \$5.00 per night.

b. Scorekeepers

Scorekeepers for interscholastic basketball contests will be paid at the rate of \$5.00 per game.

c. Statisticians

Football statisticians shall be paid \$10.00 per night.

d. Timers

Timers for varsity football games shall be paid \$10.00 per night and for all other interscholastic contests shall be paid \$8.00 per game.

e. Other

Other assistants as approved by the Superintendent may be utilized at the rate of \$5.00 per game.

7. Summer School Teachers

Summer Teachers shall be paid \$9.50 per hour for actual classroom instruction.

8. Authorized mileage on school business is to be paid at the rate of 20.0 cents per mile.

9. A J. V. coach will receive 1/2 credit for each year, if moved to the varsity level.

10. A credit of up to three years experience may be granted for time obtained in another district.

11. Any coach who is requested to report prior to the start of or after the end of the regular school calendar year and does so, will be allowed \$20.00 per day. This also applies to all persons authorized to report for fall sports in 1977-78 school year to a maximum of ten (10) days.

C. Each Teacher will receive equal biweekly payments commencing with the first regular pay of the school year. Teachers may exercise the option to have their pay spread through the school year or throughout the school year and the following summer.

D. Payroll checks will be issued biweekly to Teachers on Thursday.

E. Should a regular pay date fall during a period when school is not in session, Teachers shall receive the pay due on that date on the last day prior to recess or by mail on the due date.

ARTICLE XVIII

INSURANCE

I. Medical Health Insurance

Each Teacher shall have the option of selecting one of the following insurance programs:

A. Program A - MESSA SUPER-MED I or SUPER-MED II health insurance program.

B. Program B - Blue Cross-Blue Shield M Comprehensive Hospital, Semi-Private Room, D-45NM. MVF-2 with ML with Riders: FAE-RC, VST, Reciprocity, RPS, AS-1. \$.50 Prescription Drug Rider. Master Medical Option #IV - \$5,000 Term Life AD&D.

C. SET health insurance programs.

II. For any one of the above insurance programs, the District will contribute an amount up to a maximum equivalent to the established monthly rate for SUPER-MED I.

III. Dental Insurance

The District will provide dental insurance to each Teacher and fully pay the cost for a full twelve (12) months. The benefits and carrier will be the same as that of the dental insurance plan provided by the Bullock Creek District in 1977-78. (S.E.T. Ultradent.) Additionally, beginning with the 1985-86 school year, an orthodontic rider will be implemented. Benefits are as outlined in SET contract #424-02.

IV. In lieu of health insurance, a Teacher may elect the option of \$50.00 per month toward a current annuity program.

V. Optional Coverage

The Board will make available and will pay for 50 percent of the premium for each of the following additional insurance coverages - as selected by each Teacher.

A. \$5,000 Term Life AD&D.

B. LTD

VI. Stipulations:

It has been determined by the Association and the Board that it would be detrimental to both the Association and the Board if a Teacher should apply for any part of this insurance program in the event he/she is already covered by the spouse's insurance coverage and such application would result in dual coverage.

Any spouse (of a Teacher hired after the signing of this agreement) eligible for coverage under any other group medical or health insurance plan(s) as an employee shall be excluded from coverage as outlined in paragraphs I. and II. of ARTICLE XVIII. Medical health insurance benefits for such a spouse, if he/she is insurable, shall be provided if requested and paid for by the Teacher through payroll

deduction.

If a spouse is no longer eligible for insurance through his/her employer, coverage shall be made available as outlined in paragraphs I. and II. of ARTICLE XVIII, provided he/she is insurable under one of the Teacher's medical health insurance programs.

It shall be the responsibility of the Teachers to see that all necessary insurance documents are filed with the insurance carrier and that any family changes be reported to the carrier.

ARTICLE XIX

REVIEW COMMITTEE

A. Organization of the Review Committee

1. Representatives of the District and the Association may meet informally once a month from September through May for the purpose of reviewing the implementation of this Master Agreement and of resolving problems which may arise. It is the intent of this committee to meet once a month by mutual consent of both parties. Additional meetings may be scheduled at mutual request.
2. Three Teacher representatives shall be selected by the Association and no more than three administrator representatives shall be selected by the Superintendent. The Teacher and administrator representatives may separately designate a Teacher chairperson and an administrator chairperson who shall serve concurrently as co-chairperson.
3. The meetings of the Review Committee are not intended to bypass the grievance procedure outlined in ARTICLE XIV of this Agreement.

- #### B. Agreements arrived at by the Review Committee shall be reduced to writing in the form of memoranda of understanding and submitted to the Association and the Board of Education for approval. Upon approval by the Association and the Board of Education, the memorandum shall become part of the Master Agreement for the duration of the Agreement.

ARTICLE XX

DURATION OF AGREEMENT

- A. This agreement shall continue in effect until the last day prior to the 1987-88 school year. Negotiations between the parties shall begin at least sixty (60) days prior to the contract expiration date. If, pursuant to such negotiations, an agreement on the renewal or modification is not reached prior to the expiration date, this agreement shall expire at such expiration date unless it is extended for a specific period or periods by mutual written agreement of the parties.

Bullock Creek School District

By *A. H. Duffin*
President

By *Bonnie D. Lumber*
Secretary

Bullock Creek Education Association

By *R. James LeViere*
President

By *Percy L. Barber*
Secretary

BULLOCK CREEK SCHOOL DISTRICT

_____ 1st Evaluation
 _____ 2nd Evaluation
 _____ 3rd Evaluation
 _____ Tenure

TEACHER _____

SCHOOL _____

SUBJECT OR GRADE OBSERVED _____

SUPERVISOR _____

DATE OF PRE-CONFERENCE _____

DATE AND TIME OF VISIT _____

DATE OF POST-CONFERENCE _____

DISPOSITION _____

Signature of Supervisor _____ Date _____

Signature of Teacher _____ Date _____

NOTE: The signature of the Teacher indicates he/she has seen and discussed the evaluation with the supervisor.

Teacher comments and/or explanations may be attached.

BULLOCK CREEK SCHOOLS
Standard Evaluation Form

Data for evaluations are drawn from classroom observations and other measures as may be appropriate for the following criteria.

Evaluation shall be recorded in the following manner:

S = Satisfactory U = Unsatisfactory NO = Not Observed

I. PROFESSIONAL COMPETENCIES

A. Applying Educationally Sound Principles of Learning

| | S | U | NO |
|---|---|---|----|
| 1. Pupils are actively engaged in purposeful, productive learning experiences. | — | — | — |
| 2. Varying aptitudes and interests of pupils are recognized. | — | — | — |
| 3. Opportunities for pupil creativity are evident. | — | — | — |
| 4. Classroom activities provide opportunities for pupils to work cooperatively. | — | — | — |
| 5. Classroom experiences encourage pupils to develop good work habits. | — | — | — |
| 6. A pleasant and attractive classroom setting exists. | — | — | — |

The indicators and comments: _____

B. Planning and Organizing for Successful Learning Outcomes

| | S | U | NO |
|---|---|---|----|
| 1. The Teacher provides an atmosphere where cooperative planning, working, and evaluating is part of a pupil's everyday living. | — | — | — |
| 2. The Teacher is sensitive and alert to conditions leading to undesirable student behavior and works effectively to control negative student behavior. | — | — | — |

The indicators and comments: _____

| <u>C. Knowledge of Subject Matter</u> | S | U | NO |
|--|---|---|----|
| 1. The Teacher's subject matter background meets the need of the assignment. | — | — | — |
| 2. Teacher subject or grade level strengths are utilized and weaknesses recognized. | — | — | — |
| 3. Enrichments to regular courses of study are added by the teacher's own experiences. | — | — | — |

The indicators and comments: _____

| <u>D. Communicating Effectively with Pupils</u> | S | U | NO |
|--|---|---|----|
| 1. Oral directions and conversation are geared to the level of student maturity. | — | — | — |
| 2. The Teacher listens as well as talks. | — | — | — |
| 3. Well thought out directions or comments are given. | — | — | — |
| 4. Teacher clarity of speech and English usage are acceptable. | — | — | — |

The indicators and comments: _____

| <u>E. Ability to Work with Pupils as Individuals</u> | S | U | NO |
|---|---|---|----|
| 1. The Teacher challenges the ability of each pupil by using a variety of prepared and original materials at an appropriate level | — | — | — |
| 2. Emotional problems are recognized and dealt with effectively. | — | — | — |
| 3. A courteous, friendly atmosphere is maintained. | — | — | — |
| 4. An attitude of mutual respect and tolerance is evident. | — | — | — |

5. The Teacher consults with parents and evaluates previous records, as necessary, in order to assist students. S U NO

6. Maximum achievement from each pupil is sought. _____

The indicators and comments: _____

F. Utilizing Effective Teaching Methods and Current Materials

1. Instructional activities are carefully planned. S U NO

2. The Teacher's own teaching methods are self-evaluated. _____

3. Carefully selected current and relevant materials are used. _____

4. The Teacher seeks to relate teaching to current situations. _____

The indicators and comments: _____

G. Utilizing School District and Community Resources

1. The Teacher makes effective use of District or community resources. S U NO

2. The Teacher makes referrals through appropriate school personnel to special school services. _____

The indicators and comments: _____

II. PROFESSIONAL ATTITUDES AND CHARACTERISTICS

A. Demonstration of Positive Outlook and Attitudes

S U NO

1. The Teacher's attitudes create an atmosphere conducive to good learning. — — —
2. The Teacher's work shows resourcefulness and a willingness to experiment. — — —
3. Attends building and faculty meetings. — — —
4. All pupils placed are accepted as individuals regardless of ethnic background, educational and cultural development. — — —

The indicators and comments: _____

B. Continuing Interest in Professional Improvements

S U NO

1. Weaknesses are recognized and effective steps are taken to improve them. — — —
2. An interest is maintained in current educational trends. — — —

The indicators and comments: _____

C. Assisting in Solving School Problems

S U NO

1. The Teacher assists in finding solutions to problems that affect the instructional problem. — — —

The indicators and comments: _____

D. Demonstration of Adequate Physical and Emotional Stability

S U NO

1. Reasonable self-control is maintained. — — —

- | | | | |
|---|---|---|----|
| 2. Personal and emotional health problems are not allowed to significantly interfere with the teaching process. | S | U | NO |
| | — | — | — |

The indicators and comments: _____

E. Exercising Good Judgment

- | | | | |
|---|---|---|----|
| 1. The Teacher recognizes problems and seeks their solutions. | S | U | NO |
| | — | — | — |
| 2. Teacher actions are in the best interests of students. | | | |
| | — | — | — |
| 3. Tact, understanding, and firmness as needed are demonstrated. | | | |
| | — | — | — |
| 4. The Teacher conforms with existing school policy. | | | |
| | — | — | — |
| 5. Teacher's actions demonstrate an appropriate concern for the welfare and safety of students. | | | |
| | — | — | — |

The indicators and comments: _____

F. Relationships with Others

- | | | | |
|--|---|---|----|
| 1. The Teacher attempts to establish an effective work relationship with school personnel and parents. | S | U | NO |
| | — | — | — |

The indicators and comments: _____

G. Personal and Professional Appearance

- | | | | |
|---|---|---|----|
| 1. Teacher grooming, dress, actions and attitude are appropriate. | S | U | NO |
| | — | — | — |

The indicators and comments: _____

H. Demonstration of Responsibility for Routine Matters

| | S | U | NO |
|--|---|---|----|
| 1. The Teacher cooperates in following time schedules for reports, meetings, hours of work, etc. | — | — | — |
| 2. The Teacher provides accurate reports on attendance, membership, money collected. | — | — | — |
| 3. Plans, guides, and materials which can be used by a substitute are available. | — | — | — |
| 4. Proper supervision of pupils is demonstrated. | — | — | — |
| 5. Care and concern for the materials and equipment is exercised. | — | — | — |

The indicators and comments: _____

TEACHER EVALUATION - OPTIONAL FORM

The highest purpose of the evaluation process is growth - growth in the professional development of the person to be evaluated; growth in the ability of the evaluator to be of assistance in promoting this process; and growth in the effectiveness of the educational program of the school. The evaluation format described here is intended to be used when the evaluator and the evaluatee mutually agree on the desirability of this approach. This approach may be used instead of or as a complement to the standard format using the classroom observation checklist and list of criteria.

Steps in the process:

1. Pre-evaluation conference - Teacher and supervisor discuss the evaluation process and agree to follow this format. They should mutually agree on two to five objectives for improvement or growth to be met during the school year. Presumably the objectives will be related to the criteria of evaluation in the Evaluation Observation Form.
2. Development of a plan to implement the desired changes - Together, and perhaps with the assistance of others, Teacher and supervisor design a plan consisting of the following elements:
 - 2.1 Description of the results to be sought.
(e.g. "To improve the quality of teacher-made tests"
"To do a better job of individualizing instruction"
"To develop a new instructional unit or units")
 - 2.2 Description of the means by which success shall be measured.
 - 2.3 Description in general terms of how the plan is to be implemented.
 - 2.4 Assignment of responsibilities of the Teacher and the supervisor in carrying out the plan.
 - 2.5 Establishment of a time line for implementation and evaluation.
3. Implementation of the plan
4. Evaluation conference - Objective data collected should be evaluated and a summary statement should be written and filed.

BULLOCK CREEK SCHOOLS
Optional Evaluation Form

TEACHER _____ SCHOOL YEAR _____

SUPERVISOR _____ SCHOOL _____

The individuals listed above agree to collaborate on this improvement project and to strive to meet the objectives indicated.

A. Plan of improvement.

1. Project goals (What results are to be sought?)
2. List performance objectives and the means by which the attainment of each will be measured.
3. Describe briefly the activities that will be carried out in the implementation of the plan.
4. What are the responsibilities of the (1) Teacher, (2) supervisor, and (3) others whose involvement is necessary to implement this plan?
5. Indicate beginning and ending dates and checkpoints along the way.

agreed to:

SUPERVISOR _____ DATE _____

TEACHER _____ DATE _____

- B. Evaluation/Summary - Describe results of the project. (Use back of this sheet or attach additional sheets.) Include or attach objective assessment data where appropriate. Supervisor must complete this section. Teacher must sign, indicating only that she/he has read the evaluation, and may add comments if he/she chooses to do so.

OBSERVABLE TEACHING CHARACTERISTICS

The listing of criteria which follows is intended to be useful in formulating comments and suggestions resulting from the observation of a teacher's classroom performance. It is not possible for all teachers to maintain excellence in each of the listed criteria.

Instructions to the Evaluator

All criteria should be checked "Yes," "No" or not observed. Anecdotal comments which assist in the recall of specific incidents observed should be noted in the space entitled INDICATORS.

It should be understood that checking Yes, No, or not observed response is subjective and is not perceived as nearly as significant as the comments in the indicators column. The entire check list is intended to provide data to be reviewed with the teacher during the required observation follow up conference with the teacher. This check list is not to be included in the teacher's official personnel file.

PLANNING AND ORGANIZING

- *Plans indicate the teacher is aware of and delivering the SCHOOL DISTRICT CURRICULUM.
- *Plans reflect the varying STUDENT APTITUDES AND INTERESTS.
- *Appropriate INSTRUCTIONAL MATERIALS related to the planned instruction are available.
- *Plans are in SUFFICIENT DETAIL to allow another teacher to teach effectively from them.
- *A DAILY SCHEDULE of times allocated for instruction are available.

PHYSICAL ENVIRONMENT

- *STUDENT DESKS AND MATERIALS are arranged in an instructionally appropriate manner.
- *CLASSROOM FURNITURE is appropriate for the size of the students and are in good repair.
- *STUDENTS' PERSONAL BELONGINGS are appropriately stored.
- *BULLETIN BOARDS, charts and displays are attractive and appropriate to classroom instruction.
- *Classroom FLOOR AND WORK AREAS are clean.
- *Commendable WORK OF STUDENTS is appropriately displayed.
- *Teacher has maximized CLASSROOM APPEARANCE.
- *TEACHER'S DESK is orderly.
- *TEACHER'S GROOMING AND DRESS creates a favorable professional impact.

INSTRUCTIONAL METHODS

- *Teacher gives CLEAR, CONCISE INSTRUCTIONS, demonstrations and illustrations which are understood by students.
- *Teacher challenges the ability of each student by using a wide variety of prepared and original MATERIALS at appropriate levels.
- *Teacher provides CHALLENGING ACTIVITIES for students who complete assigned work quickly and easily.
- *Teacher STIMULATES THE THINKING, inquiry and curiosity of students to promote learning.
- *Classroom experiences encourage students to develop GOOD WORK HABITS.
- *Teacher provides EFFECTIVE ASSISTANCE when needed and the students understand the system to receive assistance.
- *Student PARTICIPATION is balanced with teacher dominated activities.
- *TRANSITION from one activity or lesson was effective and reflects prior planning.
- *Students are APPROPRIATELY GROUPED for instructional activities planned.

ATMOSPHERE FOR LEARNING

- *Teacher maintains CLASSROOM CONTROL in a friendly, relaxed manner.
- *Teacher is sensitive and ALERT to CONDITIONS leading to undesirable student behavior.
- *Teacher demonstrates equitable and CONSISTENT TREATMENT of students.
- *POSITIVE REINFORCEMENT is commonly used by the teacher.
- *An attitude of mutual RESPECT AND TOLERANCE is evident in the classroom.
- *Teacher considers personal needs and SELF DIGNITY OF STUDENTS.
- *Teacher demonstrates an ability to ADJUST TO DIFFICULT SITUATIONS, i.e., interruptions, etc.
- *Teacher demonstrates a reasonable level of SELF CONTROL.
- *Teacher shows initiative and resourcefulness and willingness to EXPERIMENT with instructional techniques.
- *Teacher EVALUATES STUDENT WORK and maintains appropriate achievement records.
- *Students are made aware of their CLASSROOM PERFORMANCE.
- *Teacher creates a courteous and friendly CLASSROOM ATMOSPHERE.
- *Teacher promotes MAXIMUM ACHIEVEMENT from each student.
- *Teacher has a healthy SENSE OF HUMOR.
- *Teacher speaks clearly and USES ENGLISH LANGUAGE acceptably.
- *Teacher does not allow own PERSONAL PROBLEMS to interfere with teaching.
- *Students are engaged in PRODUCTIVE LEARNING ACTIVITIES.
- *Teacher operates with the understanding that a CHALLENGING CURRICULUM based on sound principles of learning encourages healthy classroom control.
- *Teacher works effectively in overcoming NEGATIVE STUDENT BEHAVIOR.
- *CLASSROOM RULES are evident through student behavior. Students know what is expected of them.
- *Students are given responsibility to assist in CLASSROOM CARE and are required to do an effective job of it.
- *Students appear interested in instructional activities.
- *Classroom atmosphere promotes SELF DIRECTED STUDENT LEARNING.
- *Classroom atmosphere promotes STUDENT SELF DISCIPLINE and individual responsibility.

Date rec'd by Superintendent

CONFIRMATION OF ABSENCE FROM SERVICE

I was absent from my regular position with the Bullock Creek Schools _____ for the reason checked below:
date(s)

- ____ 1. Personal illness or disability
A doctor's certificate or statement may be required after an absence of three consecutive days.
- ____ 2. Illness in the immediate family
The immediate family includes mother, mother-in-law, father, father-in-law, grandparent, spouse, child, sister, brother, or any other member of the family unit living in the same household.
- ____ 3. Death in the immediate family
This includes the same persons listed in number 2 above and is limited to five days per death.
- ____ *4. death of someone not in the immediate family
- ____ *5. Emergency
Any sudden, generally unexpected occurrence or set of circumstances demanding immediate action constitutes an emergency.
- ____ 6. Personal business
Prior notice is to be given.
- ____ 7. Instructional conference, convention, or visitation
Prior approval of the Superintendent is required.
- ____ 8. Association business
Prior approval of the Association and the Superintendent is required.
- ____ 9. Worker's Compensation
- ____ 10. Assigned duty other than regular assignment
- ____ 11. Jury duty
- ____ 12. Reasons not listed in 1-11 above
Pay will be withheld. Prior approval of Superintendent required

*Combined total of 4 and 5 is not to exceed three days per school year.

Signature of Principal

Signature of Teacher

Date of Signing

Date of Signing

Date rec'd by Superintendent

REQUEST FOR APPROVAL OF PARTICULAR EXPECTED ABSENCES

I request permission to be absent from my regular position with the Bullock Creek Schools on _____ for the reason checked below: _____ date(s)

- 1. Personal business -
 - _____ a. During the first week of school
 - _____ b. Immediately preceeding holiday/vacation
 - _____ c. Immediately following holiday/vacation
 - _____ d. During the last week of school
- _____ 2. Instructional conference, convention, or visitation
- _____ 3. Association business
- _____ 4. Other - Request without pay

EXPLANATION: _____

Signature of Principal

Signature of Teacher

Date of Signing

Date of Signing

Decision by Superintendent:

- _____ Approved with pay
- _____ Approved without pay
- _____ Unapproved

COMMENTS: _____

Signature of Superintendent

Date of Signing

NOTICE OF EXPECTED ABSENCE FROM SERVICE

On _____ I will be absent from my regular position with the Bullock Creek Schools for the reason checked below:

- _____ 1. Personal illness or disability
- _____ 2. Illness in the immediate family
The immediate family includes mother, mother-in-law, father, father-in-law, grandparent, spouse, child, sister, brother, or any other member of the family unit living in the same household.
- _____ 3. Death in the immediate family
This includes the same persons listed in number 2 above and is limited to five days per death.
- _____ 4. Death of someone not in the immediate family
Combined total of these days and those used for emergencies is not to exceed three days per school year.
- _____ 5. Personal business
Days immediately preceeding or following holiday/vacation or days during first and last weeks of school require Superintendent approval. Notice for personal days shall be given one week in advance except in an emergency. Personal business days are for business matters that cannot be transacted except during the normal school day.
- _____ 6. Worker's Compensation
- _____ 7. Jury Duty

Signature of Principal

Signature of Teacher

Date of Signing

Date of Signing

APPENDIX 4-A

GRIEVANCE FORM
Between the
BULLOCK CREEK SCHOOL DISTRICT
and the
BULLOCK CREEK EDUCATION ASSOCIATION

School _____ Date _____

Name of Grievant _____

Building Principal _____

Name of Association Representative _____

Nature of Grievance, Alleged Date of Occurrence and Relief

Sought _____

Article or Articles Violated

Date of Informal Discussion _____

Signature of Grievant

SUPERINTENDENT LEVEL

Date filed with Superintendent _____

Date of Meeting _____

Disposition by Superintendent _____

Signature of Superintendent Date

BOARD LEVEL

Date filed with Board _____

Date of Meeting _____

Disposition by Board _____

Signature for Board Date

ARBITRATION LEVEL

Date Submitted to Arbitrator _____

Date of Arbitration Hearing _____

Disposition: As per arbitrator's decision

REQUEST FOR TRANSFER

Date _____

I hereby request transfer from _____
(Class, Building or Position)

to _____
(Class, Building or Position)

Reason for request of transfer: _____

Degree Held _____

Teaching Certificate Held _____

Experience _____ Grade _____ Subjects _____

(Signature of Teacher)

MEMORANDUM

TO : [Illegible]

FROM : [Illegible]

SUBJECT: [Illegible]

[Illegible text follows, including several lines of a memorandum format.]

This document contains information that is exempt from public release under the Freedom of Information Act, 5 U.S.C. 552, and is being disseminated on a "need-to-know" basis only.