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AGREEMENT
BETWEEN
BURR OAK BOARD OF EDUCATION
and
SOUTHWESTERN MICHIGAN EDUCATION ASSOCIATION
1986-1989

Burr Oak Community School

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ARTICLE I

AGREEMENT & RECOGNITION

Section A. This Agreement is entered into this 19th day of November, 1985 between the Burr Oak Board of Education, hereinafter called the "Board" and the Southwestern Michigan Education Association, hereinafter called the "S.M.E.A.", and its respective affiliate, the Burr Oak Education Association, hereinafter called the "Association".

Section B. The Board recognizes the SMEA as the sole and exclusive bargaining agent for all certified personnel employed by the Burr Oak Board of Education under contract or on approved leave including classroom teachers, school librarians, teaching specialists, and guidance counselors. All other employees of the Board are excluded from this Agreement including: Superintendent, Principals, Athletic Directors, Administrative Assistants, and substitute teachers. The Board agrees not to negotiate with or recognize any teachers organization other than the SMFA and its respective affiliate, the BOEA for the duration of this Agreement.

Section C. The SMFA recognizes and designates the Burr Oak Education Association (hereinafter referred to as the Association) as the administrator of this contract including the processing of grievances.

Section D. Any reference to male teachers in this Agreement shall include female teachers.

Section E. Teachers working less than full time shall receive benefits on a pro-rata basis.

ARTICLE II

MANAGEMENT RIGHTS

The Board, on its own behalf and on behalf of the electors of the district, hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities and the exercise thereof conferred upon and vested in it by the laws and the Constitution of the State of Michigan, and of the United States. Such rights shall include, by the way of illustration and not by way of limitation, the right to:

1. Administer and control the district's facilities and equipment, and direct the operations of the district.
2. Make assignments, direct the work of all its personnel, and determine the hours of service and starting times.
3. Establish or modify any conditions of employment, but not contrary to the specific and express terms of this Agreement.
4. Determine and provide the services, equipment and supplies necessary to continue its operation. An individual employee and/or the Association shall be given the opportunity to express an opinion as to the provision of such services, supplies and equipment prior to a recommendation to the Board.
5. Adopt rules and regulations.
6. Determine and specify the qualifications of employees.
7. Determine the number and location or relocation of its facilities.
8. Determine the financial policies, including all accounting procedures.
9. Determine policies pertaining to public relations.
10. Determine the administrative structure, its functions, authority, and the amount of supervision.
11. Determine the criteria for the selection and/or training of employees.
12. The above provisions shall be exercised by the Board in conformity with the terms of the master agreement.

ARTICLE III

ASSOCIATION AND TEACHER RIGHTS

Section A. Pursuant to the Michigan Public Employment Relations Act, the Board hereby agrees that every Burr Oak bargaining unit employee of the Board shall have the free right to organize, join, and support the SMEA for the purpose of engaging in collective bargaining or negotiations and other concerted activities for mutual aid and protection. As a duly elected body exercising government power under color of law of the State of Michigan, the Board undertakes and agrees that it will not directly or indirectly discourage or deprive or coerce any Burr Oak bargaining unit member in the enjoyment of any rights conferred by the Act or other laws of Michigan or the Constitutions of Michigan and the United States; that it will not discriminate against any Burr Oak bargaining unit member with respect to hours, wages, or any terms or conditions of employment by reason of his membership in the SMEA or collective professional negotiations with the Board, or his institution of any grievance, complaint or proceeding under this Agreement or otherwise with respect to any terms or conditions of employment covered by this Agreement.

Section B. Nothing contained herein shall be construed to deny or restrict to any Burr Oak bargaining unit member rights he may have under the Michigan General School Laws or other applicable laws and regulations.

Section C. The Burr Oak bargaining unit and its representatives with the approval of the Board or the delegated representative shall have the right to use the school building facilities at mutually agreed hours for meetings.

Section D. Duly authorized representatives of the bargaining unit and their respective affiliates shall be permitted to transact official SMEA business on school property, provided that this shall not interfere with or interrupt normal school operations.

The Burr Oak bargaining unit members shall be the only teachers having the exclusive right to use school facilities and equipment, including typewriters, mimeographing machines, other duplicating equipment, calculating machines, and audio-visual equipment when such equipment is not otherwise in use. The SMEA shall pay for the cost of all materials and supplies incident to such use.

Section E. Designated bulletin boards and other established media of communication shall be made available to the SMEA and its Burr Oak bargaining unit members. The SMEA may use the district mailing list and teacher mail boxes for communication to Burr Oak bargaining unit members.

Section F. The provisions of this Agreement shall be applied without regard to race, creed, religion, color, national origin, age, sex, or marital status. Membership in the SMEA shall not be denied to any Burr Oak bargaining unit member because of race, creed, sex, marital status, or national origin.

Section G. The rights granted herein to the bargaining unit members shall not be granted or extended to any competing labor organization.

Section H. All communications obtained by a teacher in the course of his professional duties and deemed by said teacher to be of a confidential nature need not be disclosed to anyone, except said teacher has an obligation to disclose any indications of a serious problem to the proper school administrators in an effort to determine whether or not further professional help is needed. A teacher shall not intimidate a student to maintain a confidence.

Section I. The Board agrees to furnish to the SMEA in response to written requests the following materials:

1. Annual Financial reports and Audits after approved by the Board.
2. Minutes of all Board Meetings after they have been approved.
3. Membership data, names and addresses of all teachers and positions of all teachers on the salary schedule.
4. Information which may be necessary for the SMEA to process a grievance or complaint.

Section J. The private and personal life of any teacher is not within the appropriate concern or attention of the Board, unless such action of the teacher adversely affects his performance as a teacher.

ARTICLE IV

CONTINUITY OF OPERATIONS

Section A. Both parties recognize the desirability of continuous and uninterrupted operation of the instructional program during the normal school year and avoidance of disputes which threaten to interfere with such operations. Since the parties are establishing a comprehensive grievance procedure under which unresolved disputes may be settled by an impartial third party, the parties have removed the basic cause of work interruptions during the period of this Agreement. The Association accordingly agrees that it will not, during the period of this Agreement, directly or indirectly engage in or assist in any strike, as said term is defined by the Public Employment Relations Act.

Section B. The parties specifically recognize the right of its employees appropriately to invoke the assistance of the Michigan Employment Relations Commission, or a mediator from such public agency, or an arbitrator appointed pursuant to this agreement. The parties agree to be bound by any lawful order or award thereof, by a judge or an arbitrator, but excluding a mediator.

Section C. The parties also agree that it will not, during the period of this Agreement, directly or indirectly engage in or assist in any unfair labor practice as defined by Section 10 of the Public Relations Act.

ARTICLE V

NEGOTIATION PROCEDURE

Section A. It is contemplated that matters not specifically covered by this Agreement but of common concern to the parties, may be subject to professional negotiations during the period of this Agreement upon mutual agreement of both parties. The parties undertake to cooperate in arranging meetings, selecting representatives for such discussions, furnishing necessary information and otherwise constructively considering and resolving any such matters.

Section B. In any negotiations, neither party shall have any control over the other party as to the selection of the negotiating or bargaining representatives from within or without the school district. It is recognized that no final agreement between the parties may be executed without ratification by a majority of the Board of Education and a majority of the membership of the Burr Oak bargaining unit members, but the parties mutually pledge that representatives selected by each shall be clothed with all necessary power and authority to make proposals, consider proposals, and make concessions in the course of negotiations for bargaining, subject only to such ratification.

Section C. If the parties fail to reach an agreement in any such negotiations, either party may invoke the mediation machinery of M.F.R.C., or take any other lawful measures it may deem appropriate.

ARTICLE VI

PROFESSIONAL GRIEVANCE PROCEDURE

Section A. A claim by a teacher or the Association that there has been a violation, misinterpretation or misapplication of any provision of this Agreement or any rule, order, or regulation of the Board pertaining to the teachers or the Association may be processed as a grievance as hereinafter provided.

Section B. In the event that a teacher believes there is a basis for a grievance, he shall first discuss the alleged grievance with his building Principal, either personally or accompanied by his Association representative. The grievance must be filed within thirty (30) calendar days of the violation, misinterpretation or misapplication.

Section C. If, as a result of the informal discussion with the building Principal, a grievance still exists, he may invoke the formal grievance procedure through the Association on the form set forth in annexed Appendix D, signed by the grievant and a representative of the Association, which form shall be available from the Association representative in each building. A copy of the grievance form shall be delivered to the Principal. If the grievance involves more than one school building, it may be filed with the Superintendent or a representative designated by him.

Section D. Within fifteen (15) calendar days of receipt of the grievance, the Principal shall indicate his disposition of the grievance in writing within this fifteen (15) calendar day period and shall furnish a copy thereof to the Association.

Section E. If the Association is not satisfied with the disposition of the grievance, or if no disposition has been made within the fifteen (15) calendar days from the original filing, then the Association may within twenty (20) calendar days from the original filing date transmit the grievance to the Superintendent. Within fifteen (15) calendar days, the Superintendent or his designee shall meet with the Association on the grievance and shall indicate his disposition of the grievance in writing with a copy furnished to the Association.

Section F. If the Association is not satisfied with the disposition of the grievance by the Superintendent or his designee, or if no disposition has been made within thirty-five (35) calendar days from the original filing date, the grievance may then be transmitted to the Board by filing a written copy thereof with the Secretary or other designee of the Board within forty-five (45) calendar days of original filing. The Board, no later than its next regular meeting or within two (2) calendar weeks (whichever shall be later), shall meet with the Association on the grievance. Disposition of the grievance in writing by the Board shall be made no later than seven (7) calendar days thereafter. A copy of such disposition shall be furnished to the Association.

Section G. If the Association is not satisfied with the disposition of the grievance by the Board within thirty (30) calendar days, the grievance may be submitted to arbitration. The American Arbitration Association in accord with its rules shall govern the arbitration proceedings. The Board and the Association shall not be permitted to assert in such arbitration proceeding any ground or to

rely on any evidence not previously disclosed to the other party. Therefore, there shall be a meeting between the Association and the Board ten (10) calendar days before arbitration to review all information for both parties. The arbitrator shall have no power to alter, add to, or subtract from, the terms of this Agreement. Both parties agree to be bound by the award of the arbitrator and agree that judgment thereon may be entered in any court of competent jurisdiction.

Section II. The fees and expenses of the arbitrator shall be shared equally by the parties.

Section I. If any probationary or tenure teacher for whom a grievance is sustained shall be found to have been unjustly discharged or unjustly denied renewal of this contract, he shall be reinstated with full reimbursement of all professional compensation lost. If any teacher shall have been found to have been improperly deprived of any professional compensation or advantage, the same or its equivalent in money shall be paid to him.

Section J. The time limits provided in this Article shall be strictly observed but may be extended by written agreement to the parties. In the event a grievance is filed with the Principal after May 15th of any year and strict adherence to the time limits may result in hardship of any party, the parties shall process such grievance prior to the end of the school term or as soon thereafter as possible.

Section K. Notwithstanding the expiration of this Agreement, any claim or grievance arising thereunder may be processed through the grievance procedure until resolution.

ARTICLE VII

TEACHING HOURS

Section A. No teacher shall be required to report for duty earlier than fifteen (15) minutes before the opening of the pupils' regular school day. Teachers are expected to be at their teaching stations ten (10) minutes before their classes commence in the morning. The administrator of the building shall be called if a teacher expects to be late to class.

Section B. Teachers repeatedly not complying with the proceeding will receive a verbal warning in the presence of an SMEA and administration representative. If this is not heeded, written warning will be sent by the Administration, and if necessary, a hearing will be held with representatives from the SMEA, the Administration, and the Board of Education.

Section C. Teachers may leave fifteen (15) minutes after the end of the regular student day except when requested to stay by a student needing extra help, by a parent requesting a conference for his or her child or because of a scheduled staff meeting.

Section D. Elementary teachers will be provided with two (2) twenty (20) minute relief periods each day during elementary recess time, not abusing elementary teaching time.

Section E. All teachers shall be entitled to a duty-free lunch period consisting of a minimum of forty (40) minutes.

Section F. All high school teachers shall be granted one (1) conference period per day. The time shall be equal to one class period normally scheduled. The Association agrees that the class period may be extended to a 50 minutes period for accreditation purposes. This conference period will be scheduled within the seven (7) period day excluding the lunch period. Teachers may not be required to cover a class during their conference period.

ARTICLE VIII

TEACHING CONDITIONS

Section A. The parties recognize that the availability of optimum school facilities for the students and teachers is desirable to insure the high quality of education that is the goal of both parties, teacher and the Board. It is acknowledged that the primary duty and responsibility of the teacher is to teach and that the organization of the school and the school day should be directed at insuring that the energy of the teacher is primarily utilized to this end.

Section B. Students should not be allowed in the school buildings until ten (10) minutes before regular classes begin unless there is inclement weather as determined by the building Principals.

Section C. An elementary teacher with a combination of two grades will not have more than twenty (20) students in his classroom.

Section D. When Parent-Teacher conferences are scheduled, according to the school calendar, after the close of the normal school day, the teacher will be released for an equivalent amount of regular conference time. The scheduling of appointments on assigned conference days shall be the teachers responsibility.

ARTICLE IX

STUDENT DISCIPLINE AND TEACHER PROTECTION

Section A. Since the teacher's authority and effectiveness in his classroom is undermined when students discover that there is insufficient administrative backing and support of the teacher, the Board recognizes its responsibility to give all reasonable support and assistance to teacher with respect to the maintenance of control and discipline in the classroom.

Section B. A teacher may remove a pupil from one class when the grossness of the offense, the persistence of the misbehavior or the disruptive effect of the violation makes the continued presence of the student in the classroom intolerable. In such cases, the teacher will notify the Principal immediately and then furnish their Principal full particulars of the incident in writing by the end of said school day.

Section C. Any case of assault or legal action upon a teacher while acting within the scope of his duties shall promptly be reported to the Board of its designated representative. The Board will provide legal counsel to advise the teacher of his rights and obligations with respect to such assault and shall promptly render all reasonable assistance to the teacher in connection with handling of the incident by law enforcement and judicial authorities.

Section D. The Board will reimburse teachers for any loss, damage or destruction of clothing or personal property of the teacher while on duty during the normal teaching day or supervision of extra-curricular activities providing no negligence was shown on the part of the teacher.

Section E. If any teacher is complained against or sued by reason of disciplinary action taken by the teacher against a student, the Board will provide legal counsel, in the event the action was in accordance with rules and regulations of the Board.

Section F. The Board will provide without cost to the teacher, public liability and accident coverage in an amount of not less than \$100,000.00 for each accident in the course of their work, including driver education teachers, athletic coaches, and faculty sponsors of extra-curricular activities.

Section G. When a complaint is received and/or when questionable methods of discipline and/or instruction have been used by a teacher, the teacher will be notified by the Administration within three (3) school calendar days following such complaint. The following procedure will be followed:

1. If the complaint is by a parent of a student, the Administration will refer the parent to the teacher involved as a first step toward resolving the problem.
2. The Administration will hold a conference or conference with the teacher, and the complaint and/or questionable methods of discipline and/or instruction will be discussed. No written record other than the date and nature of the conference will be kept.

3. If the same complaints and/or questionable methods of discipline and/or instruction continue to be used by the teacher, another conference will be called and a complete written report will be given to the teacher within three (3) school calendar days following said conference. A designated building representative of the SMEA will be notified of this conference by the Administration, and a designated representative of the SMEA will attend the conference if the teacher so desires. The teacher may file a written response to the complaint and/or questionable methods of discipline and/or instruction which will be attached to said written report.
4. Specific instructions will be given in writing and verbally to help this teacher to correct the improper procedures. It will then be expected by the Administration that the specific written instructions will be followed.
5. If further complaints are received, the Board of Education may proceed with disciplinary procedures against the teacher as outlined by the Teacher Tenure Act.

Section H. Teachers shall be expected to exercise reasonable care with respect to the safety of pupils and property.

Section I. Placement of students with discipline problems is up to the Board and Superintendent as by law.

ARTICLE X

TRANSFERS, VACANCIES AND ASSIGNMENTS

Section A. The Board recognizes that it is desirable in making assignments to consider the interests and aspirations of its teachers. Requests by a teacher for transfer to a different class, building, or position will be made in writing on forms furnished by the Board, one copy of which will be filed with the Superintendent, each building administrator concerned, and one copy will be filed with the Association.

1. The application will set forth the reasons for transfer, the school, grade or position sought, and the applicant's academic qualifications.
2. This will be for the consideration of future vacancies as well as existing vacancies, but the request made in one year will not be held for future years.
3. Applications will be submitted by May 15.
4. Disposition of application will be completed by July 15.

Section B. Whenever a vacancy arises, the Superintendent will notify the Association and post notice of same on a bulletin board in each Teacher's Lounge for no less than two (2) calendar weeks before the position is filled. Whenever vacancies occur during the normal summer months when regular school is not in session, the following procedure in addition to the procedures heretofore outlined shall be followed:

1. Teachers with specific interests in possible vacancies will notify the Superintendent and each building Principal of their interest, in writing, during the last regular week of school and shall include a summer address, if different from the regular or the normal address.
2. Should a vacancy occur, the teachers who have expressed an interest in said position or a similar position shall be contacted by the Superintendent, by certified or registered mail to the address provided in paragraph #1.
3. The teachers so notified shall have the responsibility of contacting the Superintendent indicating their interest in said position within two (2) calendar weeks from postmark of such notification.

Section C. If the teaching assignment is to be changed by the Administration, the teacher who is remaining in the system will be notified by July 15. New teachers joining the staff will be given their proposed teaching assignment in writing as soon as possible. Exempted from this notification are transfers of assignments that are occasional because of necessary reduction in personnel.

1. If the teacher objects to an involuntary transfer or assignment, the teacher may then write a statement of his objections to such transfer or assignment and have it placed in his school file. The statement of objection must be signed by the affected teacher and acknowledged with the signature of the Superintendent.

Section D. Any assignments in addition to the normal teaching schedule during the regular school year, including extra-curricular duties enumerated in Appendix B, shall not be obligatory but shall be with the consent of the teacher.

1. The Association recognizes the adult resources available in the community and encourages the idea that these people be used in extra-curricular duties if the duty is not held by a teacher. If such resource people are used, they may be paid not to exceed the schedule set forth in Appendix B of this Agreement.

ARTICLE XI

SENIORITY, LAYOFF AND RECALL PROCEDURE

Section A. On or by September 30th, the Board will provide a seniority list to the Association. Seniority is defined as length of unbroken service, of an Association member, which is computed from his first day of work in the Burr Oak Community School system. Individuals having the same beginning date of work will be placed in alphabetical order on the seniority list. The seniority list shall also include the certification for each teacher and past teaching experience. The Board reserves the right to consider past experience when placing teachers that have same starting dates, but placed on seniority by alphabet.

Section B. The seniority list shall be published and posted by the Administration on or by September 30th of the school year. Revisions and updates of the seniority list shall also be published and posted within two (2) weeks following Board action that affects this list. Copies and subsequent revisions shall be forwarded to the Association.

Section C. All seniority is lost when employment is severed by resignation, retirement, discharge for just cause, or transfer to a non-bargaining unit position. Seniority is retained if severance of employment is due to layoff. In case of layoff, Association members so affected shall retain and remain at that seniority which was accumulated as of the effective date of layoff.

Section D. Seniority shall continue to accumulate up to one year when Association member is on a leave granted by the Board.

Section E. Layoff shall be defined as a necessary reduction in the work force due to decreased student enrollment or shortage of revenues to meet the expenditures of the total district's operation.

Section F. Beginning with the first name on the seniority list, each Association member shall be placed in an assignment in the following order of priority:

1. Current assignment; if not available, then,
2. Current grade/department certified, if not available, then,
3. Another grade/department certified to teach, if not available, then
4. If no position is available for which the Association member is certified, then the Association member will be laid off.
5. Qualifications for seniority placement in position shall be based on seniority, valid teaching certification held. The Board will identify when seniority and certification are the same, the Board determines the qualifications.
6. All Association members shall be notified of their employment status for next fall on or by June 30th and/or at the time that unforeseen cuts are caused due to executive orders at the state level, federal funding, state funding, local funding and/or declining enrollment in which any or all of these may be cause for employees status to change.

Section G. Laid off Association members shall be recalled to the first vacancy for which they are certified in reverse order of layoff and by the guidelines above.

Section H. A laid off Association member shall be considered laid off until he is reinstated by the Board in the district. Refusal of an offer from the Board of a position for which the laid off Association member is certified, or failure to respond within two (2) calendar weeks to the notification of recall from the date of the certified or registered mailed letter, shall be cause for termination.

Section I. Notification of a recall shall be in writing with a copy to the Association. The notification shall be sent by certified or registered mail to the Association member's last known address that is recorded in the Superintendent's office. It shall be the responsibility of each Association member to notify the Board of any change in address.

Section J. Recalled Association members shall continue their accumulative sick leave benefit from that point where the Association member was laid off.

Section K. All Association members subject to layoff shall receive fringe benefits as provided in this contract through the month of August in that given school year in which they were laid off.

Section L. A laid off Association member shall, upon application, be granted priority status on the district's substitute teacher list.

Section M. A laid off Association member may continue the insurance at the group rate for a period of one (1) year, at the end of which time the premium rate will be converted to the higher post-school premium rate. The employee is advised to contact M.E.S.S.A. directly for the necessary application.

Section N During a period of impending layoffs, the Board agrees to review and consider requests for voluntary leaves of absence of Association members who wish to make such a request.

ARTICLE XII

ILLNESS AND DISABILITY

Section A. Any teacher who is absent because of an injury or disease compensable under Michigan's Workman's Compensation Law shall receive from the Board the difference between the allowance under the Workman's Compensation Law and his regular salary for the duration of the contract year with no subtraction of sick leave.

Section B. All teachers with sick leave credits in excess of ninety (90) days as of September 1, 1976, will retain and be able to use those excess days. Any such day of the excess amount used shall not be replaced from any source.

Section C. Sick leave will be ten (10) days per year accumulative to ninety (90) days.

Section D. A teacher who has exhausted his cumulative sick leave may request up to thirty (30) days of additional sick leave upon approval of the Board of Education.

Section E. A teacher absent from work because of mumps, scarlet fever, measles, or chicken pox, shall suffer no diminution of compensation and shall not be charged with sick leave for these diseases.

Section F. PHYSICAL EXAMINATIONS.

1. If a teacher is absent for three (3) consecutive days and/or it appears that the individual teacher is unable to do his or her assigned responsibility because of a possible health condition, the Board reserves the right to ask the teacher to submit a health statement from a qualified physician as to his or her physical ability to perform the assigned task. If requested by the District, this will be at the expense of the District, and the doctor will be selected by mutual agreement of the teacher and the Administration.
2. In cases of three (3) consecutive days of illness, a health statement from a medical doctor or osteopath may be required before returning to work. This will not be at the expense of the school district.
3. New employees may be requested to have physical examinations within thirty (30) working days from the date of employment. If requested, the applicant may have the physical examination by his or her family medical doctor at his or her expense or if the applicant chooses, the physical examination will be paid for by the District but the doctor being selected by mutual agreement of the employee and the District.

Section G. The Board and Association agree to establish a Sick Leave Bank. All certified professional personnel of the Association with two (2) years of service in the District may participate in the bank each year.

1. Each participant who has a minimum of two (2) years in the District may enroll in the bank and will donate one (1) day of his sick leave to the bank each year.
2. The number of days shall be determined by the number of teachers donating one (1) day as of the first Friday of the first full day of school. This number

shall be reported to the Association, in writing, by the Board's designated representative. This number may be increased if there is an addition of staff during the year, according to a maximum limitations.

3. Sick Leave Bank accumulation shall not exceed one hundred and eighty (180) days*. When the bank has been reduced to a total of sixty (60) days, teachers enrolled in the Sick Leave Bank will be required to donate one (1) day of their sick leave to the Sick Leave Bank. A teacher cannot donate more than

* The parties agree to accept sick leave bank contributions with no maximum for 1981-82 school year.

4. A teacher enrolled in the Sick Leave Bank will not be covered by the bank until his own accumulated sick leave has been exhausted plus a five (5) working day waiting period before drawing from the Sick Leave Bank.
5. A maximum of ninety (90) consecutive days for each incident from the Sick Leave Bank.
6. Teacher withdrawing sick leave from the Sick Leave Bank will not have to replace these days except as a regular contributing member of the bank.
7. A teacher withdrawing days from the Sick Leave Bank must submit in duplicate a Medical Report, the original to be submitted to the Board and the duplicate submitted to the Association. Additional medical reports must be submitted every three (3) weeks while in the bank.
8. The Sick Leave Bank shall be controlled by two (2) representatives of the Association, two (2) representatives of the Board, and the Superintendent.
9. A person withdrawing from membership in the Sick Leave Bank will not be able to withdraw the contributed days.

Section H. Maternity disability leaves will be granted and paid for as any other temporary disability. The teacher involved will have the following options:

1. To take an unpaid leave of absence for up to one year, with an annual extension available on consent of the Board.
2. To use accumulated sick leave from the time disability begins until she is physically able to return to work. The beginning and ending of the temporary disability is solely at the discretion of the attending physician.
3. A teacher who is unable to teach because of personal illness or disability and who has exhausted all sick leave available, will be granted a leave of absence without pay for the duration of such illness or disability up to one (1) year, and the leave may be renewed each year upon written request by the teacher.
 - a. Upon return from such leave, a teacher will be granted reinstatement to the first available position for which said teacher is qualified.

ARTICLE XIII

PROFESSIONAL AND PERSONAL LEAVE

Section A. At the beginning of every school year, each teacher shall be credited with one (1) non-accumulative day to be used for the teacher's professional business. Professional business days may be used for any educational purpose at the discretion of the teacher. The teacher planning to use a professional business day shall notify his Principal at least one week in advance of his absence. Examples of professional business days are as follows:

1. Visitation to view other instructional techniques or programs.
2. Conferences, workshops, or seminars conducted by colleges, universities, and the MEA and NEA and/or affiliate departments thereof for classroom instruction.

Section B. The Board agrees to reimburse the teacher for fees accrued for the above specified items in Section A.

Section C/ No more than two (2) teachers may use a professional business day on any given school day. Preference will be given to first two (2) applicants.

Section D. At the beginning of every school year, each teacher shall be credited with two (2) non-accumulative days to be used for the teacher's personal business.

Section E. The teacher may be asked to explain the reason for personal leave requests for a school day immediately before or after a holiday weekend, or vacation period. The Board may impose restrictions on personal leaves on such days. Not more than two (2) teachers may take personal leave the same day.

Article F. Any teacher called for jury duty during school hours or who is subpoenaed to testify during school hours in any judicial or administrative matters shall be paid in full salary minus any compensation received for such time spent on jury duty or giving testimony.

Section G. ASSOCIATION DAYS. At the beginning of the school year, the SMEA will be credited with five (5) "Association" days which it may use at its discretion for official business of the SMEA, paying the normal substitute remuneration to the Board for each such day used. No more than two (2) teachers shall use such a leave day at a time.

Section H. Teachers may use up to three (3) of their accumulated sick leave for funeral leave in their immediate family defined as husband, wife, mother, father, brother, sister, children, grandchildren, father and mother-in-law, and grandparents. Additional days may be granted by the Board.

ARTICLE XIV

SABBATICAL LEAVE

Section A. Teachers who have been employed for seven (7) consecutive years by the Board may be granted an unpaid Sabbatical Leave for professional improvement for up to one (1) year. It is agreed that professional improvement includes, but is not limited to: attending a college, university or other educational institution and travel which will improve the teacher's ability to teach.

Section B. Teachers on Sabbatical Leave shall be allowed credit toward retirement for time spent on such leave in accordance with the rules and regulations established by the Michigan Public School Employees Retirement Board.

Section C. A teacher returning from Sabbatical Leave shall be restored to his teaching position or to a position of like nature, seniority, status and pay.

ARTICLE XV

UNPAID LEAVE OF ABSENCE

Section A. A military leave of absence shall be granted to any teacher who shall be inducted or shall enlist for the military duty in any branch of the Armed Forces of the United States. The teacher may retain his seniority, same position on salary schedule and opportunity for first possible vacancy if he returns after period of military obligation.

Section B. A leave of absence of up to one (1) year will be granted to any teacher upon written application for the purpose of engaging in study at an accredited college or university related to his professional responsibilities. Upon return from such leave, a teacher will be reinstated to his former position.

ARTICLE XVI

PROFESSIONAL BEHAVIOR

Section A. The SMEA recognizes that abuses of sick leave or other leaves, chronic tardiness of absence, willful deficiencies in performance, or other violations of discipline by a teacher reflects adversely upon the teaching profession and create undesirable conditions in the school building. The Board, in recognition of the concept of progressive correction will follow the procedure outlined in Article IX entitled Student Discipline and Teacher Protection, Section C, parts 2, 3, 4 and 5, as a means of reaching satisfactory solution to the problem.

Section B. A teacher will be entitled to have present a representative of the Association when he is being reprimanded, warned or disciplined for any infraction of rules or delinquency in professional performance. When a request for such representation is made, no action will be taken with respect to the teacher until such representative of the Association is present. Therefore, in the event that an Association representative is not available at the time of the conference established by the administration, another member of the bargaining unit will be appointed by the teacher to enable the conference to continue at the designated time.

Section C. No teacher will be disciplined, reprimanded, reduced in rank or compensation without just cause. Any such discipline, reprimand or reduction in compensation or advantage, will be subject to the professional grievance procedure. All information forming the basis for the Association disciplinary action will be made available to the teacher. It is expressly understood that the just cause clause will not pertain to extra-curricular assignments, or probationary teacher non-renewal.

Section D. Any material, incidents or performance which is deemed by the administration to be improper or unsatisfactory shall be brought to the attention of the teacher, in writing, within seven (7) calendar days, excluding Christmas and Spring breaks, following the administration's knowledge of the incident, or shall be considered dropped and dismissed.

ARTICLE XVII

IN-SERVICE PROFESSIONAL EDUCATION

Section A. In recognition of the rapidly expanding fields of knowledge in the social and scientific fields, the parties hereby agree to establish an In-Service Education Committee composed of two (2) elementary teachers, two (2) secondary teachers appointed by the Administration, and the respective principals.

Section B. The Committee shall organize itself and assume responsibility for the planning and conducting of the in-service education of all professional teaching personnel.

ARTICLE XVIII

PROFESSIONAL DUES OR FEES AND PAYROLL DEDUCTIONS

Section A. Within thirty (30) days of the beginning of their employment hereunder, teachers will sign and deliver to the Board an assignment authorizing deduction of membership dues or assessments of the Association (including the National Education Association and the Michigan Education Association) in one total deduction or in equal deductions up to February 1, 1984 for the contract year, upon conditions as the Association shall establish. Such sum shall be deducted as dues from the regular salaries of all teachers and remitted upon request of the Association not less frequently than monthly to the Association account.

Section B. Any teacher who is not a member of the Association in good standing or who does not make application for membership within thirty (30) days from the date of commencement of teaching duties, shall, as a condition of employment, pay as a Representation Benefit Fee to the Association, provided, however, that the teacher may authorize payroll deduction for each fee in the same manner as provided in the preceding paragraph A. In the event that a teacher shall not pay such Representation Benefit Fee directly to the Association or authorize payment through payroll deductions, as provided in the preceding paragraph, the Board pursuant to Act 390 of 1978 as amended shall deduct in 10 equal installments or at the teacher's option a single payment for the fees uniformly required of members of the Association. Failure of the Board to deduct these fees as authorized by Act 390 is the basis for filing a grievance by the Association.

Section C. With respect to all sums deducted by the Board pursuant to this contract whether for Professional Dues or Representation Benefit Fee, the Board agrees promptly to disburse said sums upon directions of the Association. The Association will be notified of which teachers dues have been taken from, monthly.

This Article shall be effective retroactively to the date of the Agreement and all sums payable hereunder shall be determined from said date.

Section D. The Association agrees to assume the legal defense of any suit or action brought against the Board regarding sections A through C of this Article of the collective agreement. The Association further agrees to indemnify the Board for any costs or damages which may be assessed against the Board as the result of said suit or action.

Section E. Upon appropriate written authorization from the teacher, the Board shall deduct from the salary of any teacher and make appropriate remittance for annuities, credit union, and other plans or programs jointly approved by the Association and the Board.

ARTICLE XIX

PROFESSIONAL COMPENSATION

Section A. The basic salaries of teachers covered by this Agreement are set forth in Appendix A which is attached to and incorporated into this Agreement.

Section B. All teachers shall be given full credit up to five (5) years on the Salary Schedule set forth in Appendix A for full years of outside teaching experience in any school district in the State of Michigan or other teaching experience in a school district accredited by a recognized accrediting agency.

Section C. In the event that the administration finds it necessary to assign an absent teacher's class to any other teacher or librarian, said teacher or librarian shall be compensated at the rate of 1/7th of the substitute teacher's salary for each period during the date that such an assignment is made.

Section D. Each year, those people at the top of the salary schedule who do not get an increment will receive as a pay increase, the average increase of all others added to their previous year's salary.

ARTICLE XX

INSURANCE

Section A. The Board shall provide to the teacher, MESSA Super-Med I Health Insurance protection, for a full twelve (12) month period, for the teacher and his/her eligible dependents as defined by MESSA and its underwriter.

Section B. Teachers not electing health insurance coverage through the school may apply up to the MESSA Super Med single subscriber premium amount, as specified in Section A, toward either the MESSA option programs as described in appropriate brochures, or the MEA Tax Deferred Annuity Program or Washington National tax deferred annuity.

Section C. If a husband and wife are both members of this bargaining unit, no more than one shall elect health insurance coverage. An open enrollment period shall be provided whenever approved by the carrier.

Section D. The Board's insurance contribution shall begin in September of each year and continue for a period of twelve months. Insurance benefits for bargaining unit members working less than full time will be pro-rated.

Section E. The Board shall provide to the teacher, Delta Dental insurance, for a full twelve (12) month period, for the teacher and his/her eligible dependents as defined by Delta Dental Plan of Michigan, per the following:

Delta Dental Insurance 50/50/50 (Plan C/03)

ARTICLE XXI

TEACHER EVALUATION
The Purpose of Evaluation

The parties recognize the importance and value of a procedure for assisting and evaluating the progress and success of both newly employed and experienced personnel. The ultimate goal of teacher evaluation is the improvement of instruction. Therefore, to this end, the following procedure has been agreed to in an effort to accomplish the goals.

1. There will be a minimum of two classroom visitations per teacher per year at the rate of one per semester. The time and date will be arranged by mutual agreement between Administration and the teacher. At the discretion of the Administration, a tenure teacher may be visited only once.

The high school and elementary staff will be evaluated by their respective principals and/or superintendent. However, any administrator will have the option of evaluating any staff member if requested by another administrator or the teacher.

2. Following each classroom visit, the administrator will provide a written statement based on the classroom visit to be discussed with the teacher within five (5) school days and a copy of the statement will be given to the teacher. The teacher will put his signature on the written statement as an indication that he has seen it and received a copy. This signature shall not be construed as an approval of the contents. This written statement will be part of the total evaluation, to be received by the teacher no later than five (5) school days prior to the March Board of Education Meeting. The teacher may file a written response to either the classroom visit or the total evaluation of the teacher.
3. Any detrimental observations that are part of the total evaluation shall be written up and a copy shall be provided to and discussed with the teacher. Within five (5) school days, a teacher may respond in writing. Whenever possible, recommendation for improvement will be made.
4. The Administration shall:
 - a. Explain and interpret the evaluation process to all teachers.
 - b. Evaluate the work of teachers and make recommendations regarding tenure status to the Superintendent.
 - c. Help tenure teachers maintain high standards expected of those on tenure.
5. Classroom visitation will be written in paragraph form.
6. The attached form will be used in the total evaluation.
7. All written evaluations shall comply with the provisions of the Teachers Tenure Act of 1964.
8. The total evaluation will consist of classroom visitation and observations made throughout the course of the year.

The Tenure Advisory Council consists of building principal and/or Superintendent and tenured faculty members as assigned by the building principal. This Council has the purpose of giving advice and counsel to the non-tenure teacher in areas they both feel are needed.

The building principal will assign a tenure teacher as a personal advisor to each non-tenure teacher.

Observations will be made at least once a semester by the building principal and/or Superintendent. The building principal and/or Superintendent and the tenure teacher, if the non-tenure teacher so desires the presence of the tenure teacher, will hold a joint conference with the non-tenure teacher within one (1) week following observation. Results of the observations and conferences will be forwarded to the Board for their consideration.

If the non-tenured teacher is having definite problems, of which the tenured teacher is unaware, the Board will notify the Tenure Advisory Council in writing listing the areas of difficulties to be corrected by said teacher. There will be a period of ten (10) school days for the assigned tenure teacher to help the non-tenure teacher correct said deficiencies.

In case of possible dismissal, the Board will notify the SMEA Representative prior to the Board meeting before notification of dismissal.

Each teacher will have the right, upon request to the proper administrator, to review the contents of his own personnel file. A representative of the Association may, at the teacher's request, accompany the teacher in this review. No detrimental material may be placed in a teacher's file without his knowledge. Privileged information and college credentials will not be available to the teacher. Privileged information will not be defined as any evaluation, and/or monitoring of a teacher's work performance.

If the teacher believes that material to be placed in his file is inappropriate or in error, he may receive adjustment, provided cause is shown, through the grievance procedure whereupon the material will be corrected. If the teacher is asked to sign material placed in his file, such signature shall be understood to indicate his "awareness" of the material but in no instance will said signature be interpreted to mean agreement with the content of the material. A teacher who disagrees with the observation or recommendation may submit a written answer to be attached to the evaluation.

ARTICLE XXII

MISCELLANEOUS PROVISIONS

Section A. If any provisions of the Agreement or any application of the Agreement to any employee or group of employees shall be found contrary to law or administrative ruling of the Michigan Department of Education, then such provision or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

Section B. ACADEMIC FREEDOM

The parties seek to educate young people in the democratic traditions, to foster a recognition of the individual freedom and social responsibility, to inspire meaningful awareness of their respect for the Constitution and the Bill of Rights. Therefore, teachers will have freedom in the implementation of the curriculum. However, this does not exclude the right and the obligation of the Principal to question, instruct, and direct whenever necessary as long as classes are uninterrupted by such activities thus causing embarrassment to the teacher in front of students. The Board retains the right to establish curriculum.

Section C. Field trips will be available, upon Board approval, for both elementary and secondary teachers; to enhance the reality of the educational experience. Requests for these student field trips by teachers will be made in writing on a provided form. The applicants will be notified within ample time of approval or nonapproval of the request.

ARTICLE XXIII

DURATION OF AGREEMENT

Section A. This Agreement shall be effective as of July 1, 1986, and shall continue in effect until the 30th day of June, 1989.

Section B. Copies of the Agreement titled "Contractual Agreement between the Burr Oak School District and the Southwestern Michigan Education Association", and its respective affiliate, the Burr Oak Education Association, shall be printed at the expense of the Board within thirty (30) days after this Agreement is signed and presented to all teachers now employed by the Board. An additional ten (10) copies will be supplied to the Association for their internal use.

SOUTHWESTERN MICHIGAN EDUCATION
ASSOCIATION AND ITS RESPECTIVE
AFFILIATE, THE BURR OAK EDUCATION
ASSOCIATION

BURR OAK SCHOOL BOARD

By _____
President - BOEA

By _____
President

By _____
Secretary - BOEA

By _____
Secretary

By _____
Chairperson Negotiations Committee
BOEA

By _____
Member

By _____
Negotiator - SMEA

By _____
Member

By _____

By _____
Member

By _____

By _____
Member

By _____

By _____
Member

ARTICLE XXIV

FINAL PROVISIONS

Section A. This Agreement shall constitute the full and complete commitments between both parties. It supersedes all previous Agreements between the Board and the Association. This Agreement may be altered, changed, added to or deleted from or modified only through the voluntary mutual consent of the parties in written and signed amendment to this Agreement.

Section B. If any provision of the Agreement or any application of the Agreement to any employee or group of employees shall be found contrary to law or administrative ruling of the Michigan Department of Education, then such provisions or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

Section C. Between April 1 and April 15, the parties shall initiate negotiations for the purpose of entering into a successor agreement for the forthcoming year.

DURATION

This is a three (3) year contract extending through the 1988-89 school year. This contract will be in effect from July 1, 1986 to June 30, 1989.

APPENDICES

- A. Wellness Incentive Program
- B. Salary
- C. Extra-Curricular
- D. Teacher Evaluation Form
- E. Grievance Procedure Form
- F. Calendar

APPENDIX A

WELLNESS INCENTIVE PROGRAM

Teachers will be paid as a bonus for non-use of sick leave as follows:

A teacher who uses only 3 days gets \$ 250.00

A teacher who uses only 2 days gets \$ 275.00

A teacher who uses only 1 day gets \$ 315.00

A teacher who uses only 0 days gets \$ 400.00

This does not include business day, funeral leave or any other non-"sick leave" use.

The amount and the number of days shall be pro-rated for teacher hired after the beginning of the school year or for part-time teachers.

Sick leave days shall be calculated in fractions. For example, a teacher who is absent for a half day would receive \$357.50.

Bonus payment will be remitted in a separate check within two weeks after the close of the school year.

APPENDIX B
 BURR OAK SALARY SCHEDULE
 1986-87

STEP	B.A. COLUMN	BA + 40 or M.A. COLUMN	BA+60 or MA+20 COLUMN
1	\$13,999	\$14,487	\$15,017
2	** 14,487	15,017	15,547
3	14,975	15,547	16,077
4	15,462	16,077	16,607
5	15,950	16,607	17,137
6	16,437	17,137	17,667
7	16,925	17,667	18,197
8	17,413	18,197	18,727
9	17,900	18,727	19,257
10	18,388	19,257	19,787
11	18,875	19,787	20,317
12	19,363	20,317	20,847
13	19,851	20,847	21,377
14	20,338	21,377	21,907
15	20,826	21,907	22,437

** Step at which new staff with no previous teaching experience will be hired.

APPENDIX B
 BURR OAK SALARY SCHEDULE
 1987-88

STEP	B.A. COLUMN	BA + 40 or M.A. COLUMN	BA+60 or MA+20 COLUMN
1	\$14,839	\$15,356	\$15,918
2	** 15,356	15,918	16,480
3	15,874	16,480	17,042
4	16,390	17,042	17,603
5	16,907	17,603	18,165
6	17,423	18,165	18,727
7	17,941	18,727	19,289
8	18,458	19,289	19,851
9	18,974	19,851	20,412
10	19,491	20,412	20,974
11	20,008	20,974	21,536
12	20,525	21,536	22,098
13	21,042	22,098	22,660
14	21,558	22,660	23,221
15	22,076	23,221	23,783

** Step at which new staff with no previous teaching experience will be hired.

APPENDIX B
 BURR OAK SALARY SCHEDULE
 1988-89

STEP	B.A. COLUMN	BA + 40 or M.A. COLUMN	BA+60 or MA+20 COLUMN
1	\$15,729	\$16,277	\$16,873
2	** 16,277	16,873	17,469
3	16,826	17,469	18,065
4	17,373	18,065	18,659
5	17,921	18,659	19,255
6	18,468	19,255	19,851
7	19,017	19,851	20,446
8	19,565	20,446	21,042
9	20,112	21,042	21,637
10	20,660	21,637	22,232
11	21,208	22,232	22,828
12	21,757	22,828	23,424
13	22,305	23,424	24,020
14	22,851	24,020	24,614
15	23,401	24,614	25,210

** Step at which new staff with no previous teaching experience will be hired.

APPENDIX C

EXTRA-CURRICULAR COMPENSATIONS
(Percentages are of the base salary)

		1986-87	1987-88	1988-89
FOOTBALL				
Head Coach	10%	\$1,449	\$1,536	\$1,628
Assistant	6%	869	921	977
Reserve	5%	724	268	814
BASKETBALL (Boys)				
Head Coach	10%	\$1,449	\$1,536	\$1,628
J.V.	6%	869	921	977
Ninth	5%	724	768	814
Eighth	3%	435	461	488
Seventh	3%	435	461	488
Fifth and Sixth	2%	290	307	326
BASKETBALL (Girls)				
Head Coach	10%	\$1,449	\$1,536	\$1,628
J.V.	6%	869	921	977
Eighth	3%	435	461	488
Seventh	3%	435	461	488
BASEBALL				
Head Coach	6%	869	921	977
J.V.	3%	435	461	488
SOFTBALL				
Head Coach	6%	869	921	977
J.V.	3%	435	461	488
TRACK (Boys)	5%	724	768	814
TRACK (Girls)	5%	724	768	814
CROSS COUNTRY (Boys)	4%	579	614	651
CROSS COUNTRY (Girls)	4%	579	614	651
CROSS COUNTRY (Both)	5%	724	768	814
VOLLEYBALL (V)	5%	724	768	814
VOLLEYBALL (J.V.)	3%	435	461	488
TENNIS	5%	724	768	814

APPENDIX B - EXTRA-CURRICULAR COMPENSATIONS (Cont.)

		1986-87	1987-88	1988-89
CHEERLEADER ADVISORS				
High School (9-12)	5%	724	768	814
Junior High (7-8)	2%	290	307	326
ADVISORS				
Band Director	5%	724	768	814
F.H.A.	1%	145	154	163
Glee Club	5%	724	768	814
Honor Society	2%	290	307	326
Language Club	1%	145	154	163
Musical Director	4%	579	614	651
Play Director	4%	579	614	651
G.A.A.	1%	145	154	163
Annual Year Book	4%	579	614	651
School Paper	3%	435	461	488
School Council	2%	290	307	326
Varsity Club	1%	145	154	163
12th Grade	2%	290	307	326
11th Grade	3%	435	461	488
10th Grade	1%	145	154	163
9th Grade	1%	145	154	163
8th Grade	1%	145	154	163
7th Grade	1%	145	154	163
6th Grade	1%	145	154	163
NOON DUTY		648	648	648

APPENDIX D

TEACHER EVALUATION FORM

I. Teacher-Pupil Relations

COMMENDABLE: There exists definite evidence of mutual respect, cooperation and a willingness to work. A feeling of warmth and understanding prevails. Sound judgment is consistent in relationship with students.

SATISFACTORY: Students are usually related to as individuals and their rights as such are respected through appropriate considerations. Mutual respect exists with a majority of students.

QUESTIONABLE: The relationship between the teacher and students lacks warmth and understanding and might best be described as "mutually tolerant". Mutual respect and cooperation is definitely lacking in the teacher-student relationship.

UNSATISFACTORY: Attitudes and actions create a feeling of a lack of concern on the part of the teacher. Warmth and understanding are seriously lacking. Teacher is frequently intolerant with respect to student behavior.

II. Evidence of Instruction Skill

COMMENDABLE: Planning, delivery system, and use of materials proves to be motivational and effective with most students creating a high level of involvement and interest in topics of study.

SATISFACTORY: Instructional methods and materials generally create student interest and effort in regards to topics of study.

QUESTIONABLE: Students interest and enthusiasm appear to be lacking. Methods, materials, and delivery system is not consistently appropriate to the subject, occasion and/or group of students.

UNSATISFACTORY: Instructional process is frequently uninteresting and non-motivational. Methods, materials, and/or delivery system is often inappropriate for the subject, occasion and/or group of students.

III. Evidence of Classroom Control and Management

COMMENDABLE: Teacher consistently uses democratic procedures and provides proper control which is conducive to the learning process of all students. The classroom atmosphere is pleasant and good housekeeping is practiced.

SATISFACTORY: Few disciplinary problems exist due to proper control practices. Care is generally taken to maintain a pleasantly appearing room.

QUESTIONABLE: Classroom control and organization are lacking. Close to chaotic conditions occasionally develop creating occasional disciplinary problems and disruptive learning atmosphere.

UNSATISFACTORY: Organization and control are definitely lacking. Extremely poor learning conditions are apparent. Students are frequently engaged in unconstructive activities.

IV. Relations with Peers

COMMENDABLE: Teacher appears to be highly respected by his or her peers and works cooperatively with them.

SATISFACTORY: The teacher is generally well thought of by his or her peers and works cooperatively with most. Actions indicate a general interest and concern for others.

QUESTIONABLE: The teacher sometimes acts individually without apparent concern for his or her peers or their programs. Mutual respect seems to be somewhat lacking.

UNSATISFACTORY: The relationship between the teacher and his or her peers is extremely limited. Mutual respect is seriously lacking. The teacher is generally unwilling to accept suggestions and desires of fellow staff and acts in a very individualistic fashion.

V. Professional Attitudes

COMMENDABLE: Teacher's actions are consistently professional with respect to students, parents, peers and administration. Teacher takes responsibility for his own professional growth and willingly contributes time and energy to the advancement of education.

SATISFACTORY: Teacher's actions are generally professional in nature. An apparent concern for the entire educational process exists. Efforts are being made to remain current in the profession.

QUESTIONABLE: Teacher gives the impression of a passive attitude towards professional improvement of self as well as the total educational process.

UNSATISFACTORY: Total professional concern appears to be lacking. There have been no recent attempts to keep current in the field of education.

VI. Teacher-Parent Relations

COMMENDABLE: Shows initiative in contacting and communicating with parents. Maintains a cooperative relationship between home and school. Teacher is generally respected as such by parents.

SATISFACTORY: Is sensitive and responsive to the opinions and feelings of parents. Uses good judgment in discussions with parents.

QUESTIONABLE: The teacher is passive with respect to parent contacts and communications. The teacher is not readily accessible or readily responsive toward parents.

UNSATISFACTORY: The teacher acts in a manner which is indicative of an attitude that the school is an institution apart from the parents and does not need to be responsive to it.

TEACHER PERFORMANCE EVALUATION

Teacher's Name

Date

Teaching Assignment

Teacher Status

I. Teacher-Pupil Relations

Rating: _____

Comments: _____

Recommendations: _____

II. Evidence of Instructional Skill

Rating: _____

Comments: _____

Recommendations: _____

III. Evidence of Classroom Control and Management

Rating: _____

Comments: _____

Recommendations: _____

IV. Relations with Peers

Rating: _____

Comments: _____

Recommendations: _____

V. Professional Attitudes

Rating: _____

Comments: _____

Recommendations: _____

VI. Teacher-Parent Relations

Rating: _____

Comments: _____

Recommendations: _____

SUMMARY STATEMENT

A. Strengths:

B. Weaknesses

C. Final Summation

Teacher's Signature

Principal's Signature

(Acknowledges receipt of evaluation not necessarily agreement with contents.)

Date

APPENDIX E
GRIEVANCE REPORT FORM

Grievance # _____ School Dist.

GRIEVANCE REPORT

Submit to Principal in Duplicate

Distribution of Form

1. Superintendent
2. Principal
3. Association
4. Teacher

Building	Assignment	Name of Grievant	Date Filed
----------	------------	------------------	------------

STEP 1

A. Date Cause of Grievance Occurred _____

B. 1. Statement of Grievance _____

2. Section Affected _____

3. Relief Sought _____

Signature _____ Date _____

C. Disposition by Principal _____

Signature _____ Date _____

D. Position of Grievant and/or Association _____

Signature _____ Date _____

STEP II

A. Date Received by Superintendent or Designee _____

B. Disposition of Superintendent or Designee _____

Signature _____ Date _____

C. Position of Grievant and/or Association _____

Signature _____ Date _____

STEP III

A. Date Submitted to Arbitration _____

B. Disposition by Board _____

Signature _____ Date _____

C. Position of Grievant and/or Association _____

Signature _____ Date _____

STEP IV

A. Date Submitted to Arbitration _____

B. Disposition & Award of Arbitrator _____

Signature of Arbitrator _____

Date of Decision _____

If additional space is needed in reporting Section B-1 and 2 of Step I, attach an additional sheet.

NOTE: All provisions of Article ____ of the Agreement dated _____ will be strictly observed by the settlement of grievances.

APPENDIX F

1986-87 SCHOOL CALENDAR
BURR OAK COMMUNITY SCHOOLS

JULY 1986

S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

JANUARY 1987

S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

16- $\frac{1}{2}$ Day Students
End 1st
Semester

AUGUST 1986

S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

FEBRUARY 1987

S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28

25-Staff
Orientation
26- $\frac{1}{2}$ Day Students

SEPTEMBER 1986

S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

MARCH 1987

S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

5 - $\frac{1}{2}$ Day Students
Inservice

3/30-4/3
Spring Break

OCTOBER 1986

S	M	T	W	T	F	S
		1	2	3	4	
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

APRIL 1987

S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

9 - $\frac{1}{2}$ Day Students
PT Conferences
10- $\frac{1}{2}$ Day Students
& Teachers
17- $\frac{1}{2}$ Day
Good Friday

NOVEMBER 1986

S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

MAY 1987

S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

25-Memorial Day
26- $\frac{1}{2}$ Day Students
27- $\frac{1}{2}$ Day Students
28- $\frac{1}{2}$ Day Students
29- $\frac{1}{2}$ Day Students
Records Day/
Faculty

DECEMBER 1986

S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

JUNE 1987

S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

12/22 - 1/2
Winter Break

1987-88 SCHOOL CALENDAR
BURR OAK COMMUNITY SCHOOLS

JULY 1987

S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

AUGUST 1987

S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

SEPTEMBER 1987

S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

OCTOBER 1987

S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

NOVEMBER 1987

S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

DECEMBER 1987

S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

JANUARY 1988

S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

22- $\frac{1}{2}$ Day Students
End 1st
Semester

FEBRUARY 1988

S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29			

31-Staff
Orientation

MARCH 1988

S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

5 - $\frac{1}{2}$ Day Students
Inservice

APRIL 1988

S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

1 - $\frac{1}{2}$ Day
Good Friday
4/8-Spring Break
21- $\frac{1}{2}$ Day Students
PT Conferences
22- $\frac{1}{2}$ Day Students
& Teachers

MAY 1988

S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

30-Memorial Day
31- $\frac{1}{2}$ Day Students
Exams

JUNE 1988

S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

1 - $\frac{1}{2}$ Day Students
2 - $\frac{1}{2}$ Day Students
Exams
3 - $\frac{1}{2}$ Day Students
Records Day
Faculty

12/21-1/1
Winter Break

1988-89 SCHOOL CALENDAR
BURR OAK COMMUNITY SCHOOLS

JULY 1988

S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

AUGUST 1988

S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

SEPTEMBER 1988

S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	

OCTOBER 1988

S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

NOVEMBER 1988

S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

DECEMBER 1988

S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

JANUARY 1989

S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

20- $\frac{1}{2}$ Day Students
End 1st
Semester

FEBRUARY 1989

S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28				

26-Staff
Orientation

MARCH 1989

S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

2 - $\frac{1}{2}$ Day Students
Inservice
24- $\frac{1}{2}$ Day
Good Friday

APRIL 1989

S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

4/3-4/7
Spring Break
20- $\frac{1}{2}$ Day Students
PT Conferences
21- $\frac{1}{2}$ Day Students
& Teachers

MAY 1989

S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

30- $\frac{1}{2}$ Day Students
31- $\frac{1}{2}$ Day Students
Exams

JUNE 1989

S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	

1 - $\frac{1}{2}$ Day Students
Exams
2 - $\frac{1}{2}$ Day Students
Records Day
Faculty

12/19-1/2
Winter Break