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Calamagoo School Wietret

AGREEMENT

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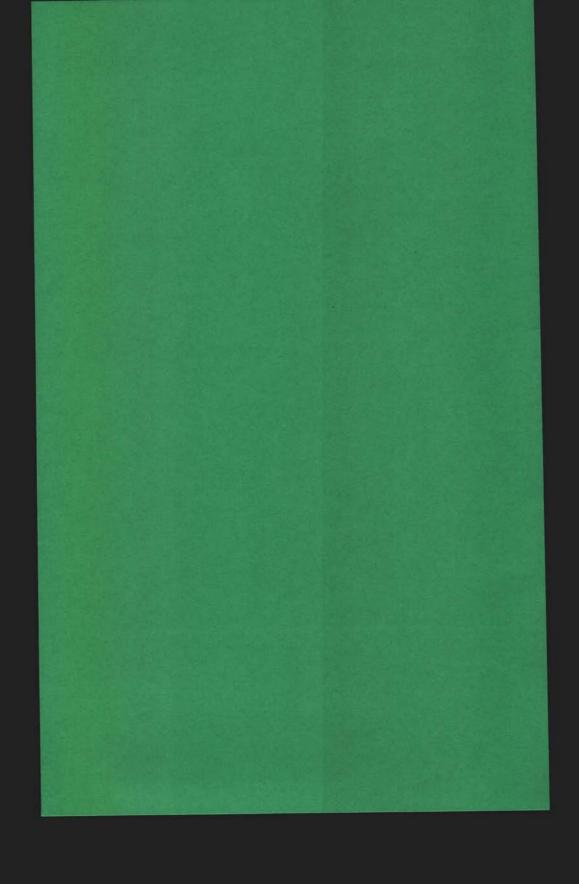
THE SCHOOL DISTRICT OF THE CITY OF KALAMAZOO

and

THE KALAMAZOO ADULT EDUCATION ASSOCIATION (KAEA)

1991-92

RELATIONS COLLECTION
Michigan State University



AGREEMENT

bet ween

THE SCHOOL DISTRICT OF THE CITY OF KALAMAZOO

and

THE KALAMAZOO ADULT EDUCATION ASSOCIATION (KAEA)

1991-92

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A G R E E M E N T between THE SCHOOL DISTRICT OF THE CITY OF KALAMAZOO and THE KALAMAZOO ADULT EDUCATION ASSOCIATION 1991-92

AGREEMENT

This Agreement entered into this ______ day of _____ by and between the School District of the City of Kalamazoo (hereinafter called the Employer) and the Michigan Education Association (hereinafter called the Association) affiliated with the National Education Association. The MEA is acting through its local affiliate, the Kalamazoo Adult Education Association (hereinafter referred to as the Local Association).

PREAMBLE

The Employer and the Association, following extended and deliberate negotiations, have reached certain understandings which they desire to memorialize.

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

ARTICLE 1 RECOGNITION

Section A: Unit Description

All full-time and part-time teachers, counselors hired after July 1, 1989, supervisors to the extent they provide bargaining unit services, the GED tester, librarians, speech therapists, and the child care person in the Adult Basic Education and/or high school completion program. Excluded are supervisors and all other employees. The day care position may, at the option of the schools, be declared a non-bargaining unit position if the person currently holding the position vacates the job.

Section B: Full Commitments

This Agreement shall constitute the full and complete commitments between both parties and may be altered, changed, added to, deleted from, or modified only through the voluntary, mutual consent of the parties in written and signed amendments to this Agreement.

Section C: Dominance Over Individual Contracts

Any individual contract between the District and an individual teacher heretofore executed shall be subject to and consistent with the terms and conditions of this Agreement. If any individual contract contains any language inconsistent with this Agreement, this Agreement shall be the controlling contract.

ARTICLE 1—RECOGNITION (continued)

Section D: Relation to Rules

This Agreement shall supersede any rules, regulations or practices of the District which shall be contrary to or inconsistent with its terms. The provisions of this Agreement shall be incorporated into and be considered part of the established policies of the District.

Section E: Relation to Laws

If any provision of this Agreement or any application of the Agreement to any employee or group of employees shall be found contrary to law, then such provision or application shall 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 F: Distribution of Agreement

Copies of this Agreement shall be printed at the expense of the District after the Agreement is signed and presented to all teachers now employed, hereinafter employed, or when an individual contract is offered. Twenty (20) copies of the Master Agreement shall be furnished to the Association for its use.

Section G: Prior Consultation

The District agrees it will notify the Association of any change in working conditions that will impact the collective bargaining agreement prior to the implementation of such change in working conditions. Nothing in this Agreement will be construed to limit the Board or its representatives from establishing and implementing such reasonable rules and regulations not in conflict with this Agreement as may be deemed best for the purpose of maintaining order, safety and efficient operation.

ARTICLE 2 ASSOCIATION AND TEACHER RIGHTS

Section A

Pursuant to the Michigan Public Education Relations Act, the District hereby agrees that every teacher shall have the right to organize, join and support the Association for the purpose of engaging in collective bargaining or negotiation and other lawful concerted activities for mutual aid and protection. As a duly elected body exercising governmental power under the law of the State of Michigan, the District undertakes and agrees that it will not directly or indirectly discourage or deprive or coerce any teacher 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 teacher with respect to hours, wages, or any terms or conditions or employment by reason of his/her membership in the Association, his/her participation in any lawful, approved activities of the Association or collective professional negotiations with the District, or his/her institution of any grievance, complaint or proceeding under this Agreement or otherwise with respect to any terms or conditions of employment.

ARTICLE 2—ASSOCIATION AND TEACHER RIGHTS (continued)

Section A (continued)

Nothing contained herein shall be construed to deny or restrict to any teacher rights he/she may have under the Michigan General School laws or other applicable laws or regulations.

Section B: Notification of Authority

Duly authorized representatives of the Association, whose names shall be submitted to the Superintendent shall be permitted to transact official Association business on School District property, related to wages, hours and working conditions at all reasonable times, provided that this shall not interfere with or interrupt normal school operations, work time or school-related activities. The Association representative(s) will inform the principal or his/her representative of intent to conduct said business.

Section C: Access to Information

The District agrees to furnish the Association, in response to requests, information concerning the financial resources of the District which are available to the public and/or agreed to by the Superintendent, including but not limited to, annual financial reports and audits, register of the bargaining unit, tentative budget requirements and allocations, agendas and minutes of Board meetings, treasurer's reports, census and membership data, names, addresses and salaries of all teachers and such other information as will assist the Association in developing programs. The Association shall also be entitled to information which may be necessary to process a grievance or complaint. The District shall not be required, without reasonable compensation by the Association, to compile information and statistics not readily available, nor will such requests by the Association have greater priority than District requests.

Section D: Consultations with the Association

Inservice Study Committee

The Board and the Association agree to organize an Inservice Study Committee to be composed of not more than three representatives from the Board selected by the Board and three representatives of the Association selected by the Association. Said Committee shall hold an initial meeting within the first seven (7) weeks following the ratification of the contract. Said Committee will have as its assigned task the study and development of possible inservice activities which will be of maximum benefit to the Adult Education Program. It is understood that the issues of funding for all inservice activities is totally dependent upon the availability of financial resources and that there is no guarantee of any level of inservice offering(s) during the life of this Agreement.

ARTICLE 2-ASSOCIATION AND TEACHER RIGHTS (continued)

Section D: Consultation with the Association (continued)

2. Student Recruitment Committee

The Board and the Association agree to organize a Student Recruitment Committee to be composed of not more than three representatives from the Board selected by the Board and three representatives from the Association selected by the Association. Said Committee shall hold an initial meeting within the first seven (7) weeks following the ratification of the contract. Said Committee will have as its assigned task the study and review of the current Student Recruitment procedures in the areas of Adult Basic Education and Adult High School Completion and of recommending for consideration possible recruitment activities which will be of maximum benefit to the total program. It is understood that the issue of funding any such recommended recruitment activities, should the Committee so recommend, is totally dependent upon the availability of financial resources and that there is no guarantee of any level of Student Recruitment services during the life of this Agreement.

3. Discussion Committee—Scheduling

The Board agrees to meet with the Association, prior to the conclusion of each respective semester, so as to inform the Association of the planning involved in the following semester's schedule of offerings, in keeping with the following guidelines:

- A. The Association shall be represented at such meeting by not more than three representatives.
- B. Said meeting shall be at a time as is mutually agreed upon, it being understood that the meeting will be conducted at a time when the KAEA representatives are not scheduled for work, provided that this requirement may be waived by the Administration.
- C. Such a meeting(s) shall be scheduled upon the timely receipt by the Administration of a written request by the KAEA President.

4. Laror Relations Committee

The parties agree to meet at least twice per semester to discuss matters of mutual interest. The parties shall meet during the months of August and October in the first semester and during the months of February and April in the second semester. Meetings shall take place at the request of either party when it is necessary to review the contract at times other than above specified.

ARTICLE 2—ASSOCIATION AND TEACHER RIGHTS (continued)

Section E: Non-Discrimination

The provisions of this Agreement shall be applied without regard to race, creed, religion, color, national origin, age, sex, marital status, or handicap. Membership in the Association shall not be denied to any teacher because of race, creed, religion, color, national origin, age, sex, marital status, or handicap.

Section F: Joint Committee Pay

All committees of joint Association and District membership established under this Agreement are hereby authorized to meet without penalty or loss of pay, when called with approval of the Administration.

Section G: Association Communications

The Association shall have the right to post notices of activities and matters of Association concern on bulletin boards, at least one of which shall be provided in each school building. The Association may use the District mail service and teacher mail boxes for Association communications to teachers.

Section H: Use of Facilities

The Association and its representatives shall have the right to use Employer buildings at all reasonable hours for meetings, provided that when special custodial service is required, the Employer may make a reasonable charge therefore.

Section I: Use of Equipment

The Association shall have the right to use Employer facilities and equipment, including typewriters, mimeographing machines, other duplicating equipment, calculating machines, and audio-visual equipment at reasonable times when such equipment is not otherwise in use. The Association shall pay for the reasonable cost of all materials and supplies incident to such use.

Section J: Teacher Records

All records pertaining to a teacher shall be kept in the teacher's file in the Department of Human Resources and/or in the office of the immediate supervisor. Each teacher shall have the opportunity to review and initial all adverse performance-related materials before placement in said files. The files maintained in the Department of Human Resources shall contain a record indicating who has reviewed the file and the date reviewed. Any material not in these files shall not be used in any way against the teacher. After making an appointment for that purpose, teachers shall have the right, in the presence of a member of the Department of Human Resources or the immediate supervisor, to review the contents of their own personnel file with the exception of college placement papers and employment recommendations. A representative of the Association may, at a teacher's request, accompany the teacher during this review.

ARTICLE 2—ASSOCIATION AND TEACHER RIGHTS (continued)

Section K: Teacher Residual Rights

All teachers covered under this Agreement who participate, independent of the District, in the production of tapes, publications or other produced educational materials shall retain residual rights should they be copyrighted or sold.

ARTICLE 3 BOARD OF EDUCATION RIGHTS

The Association recognizes that except as specifically limited or abrogated by the terms and provisions of this Agreement and to the extent authorized by law, all rights to manage and direct the operations and activities of the School district and supervise the teachers are vested solely and exclusively in the Board.

ARTICLE 4 SUBCONTRACTING AND USE OF VOLUNTEERS

The District hereby recognizes that tasks and duties which are professional in nature and which fall within the scope of the work performed by bargaining unit members, as identified in the recognition clause of this collective bargaining agreement, constitutes bargaining unit work; and the District agrees that such tasks and duties which are professional in nature shall be performed by bargaining unit members and shall not be subcontracted in any manner. Vocational education programs may be subcontracted, provided the staff, equipment, and/or facilities required to operate such programs are unavailable.

ARTICLE 5 ASSOCIATION DUES AND FEES

Section A

Any bargaining unit member who is not a member of the Association/union in good standing or who does not make application for membership within thirty (30) days from the first day of active employment shall, as a condition of employment, pay a service fee to the Association, pursuant to the Association's "Policy Regarding Objections to Political-Ideological Expenditures" and the Administrative Procedures adopted pursuant to that policy, provided, however, that the bargaining unit member may authorize payroll deduction for such fee in the same manner as provided elsewhere in this Article. In the event that a bargaining unit member shall not pay such service fee directly to the Association or authorize payment through payroll deduction, as herein provided, the Employer shall, at the request of the Association, terminate the employment of such bargaining unit member. The parties expressly recognize that the failure of any bargaining unit member to comply with the provisions of this Article is just cause for discharge from employment.

ARTICLE 6-ASSOCIATION DUES OR FEES (continued)

Section B

Pursuant to Chicago Teachers Union v Hudson, 106 Ct 1066 (1984), the Union has established a "Policy Regarding Objections to Political-Ideological Expenditures". That policy, and the administrative procedures (including the timetable for payment) pursuant thereto, applies only to non-union bargaining unit member. The remedies set forth in such policy shall be exclusive, and unless and until such procedures, including any administrative or judicial review thereof, shall have been availed of and exhausted, no dispute, claim or complaint by an objecting bargaining unit member concerning the application and interpretation of this Article shall be subject to the grievance procedure set forth in this Agreement, or any other administrative or judicial procedure.

Section C

The Association in all cases of discharge for violation of this Article shall notify the bargaining unit member of noncompliance by certified mail, return receipt requested. Said notice shall detail the noncompliance and shall provide ten (10) days for compliance and shall further advise the recipient that the request for discharge may be filed with the Employer. In the event compliance is not effected. If the bargaining unit member in question denies that he/she has failed to pay the service fee, then he/she may request, and shall receive, a hearing before the Employer limited to the question of whether he/she has failed to pay the service fee.

Section D

In the event of any legal action against the Employer brought in a court or administrative agency because of its compliance with this Article, the Association agrees to defend such action, at its own expense and through its own counsel, provided:

- The Employer gives timely notice of such action to the Association and permits the Association intervention as a party if it so desires, and.
- The Employer gives full and complete cooperation to the Association and its counsel in securing and giving evidence, obtaining witnesses, and making relevant information available at both trial and appellate

The Association agrees that in any action so defended, it will indemnify and hold harmless the Employer from any liability for damages and costs imposed by a final judgment of a court or administrative agency as a direct consequences of the Employer's compliance with this Article 5.

Section E

Any bargaining unit member who is a member of the Association, or who has applied for membership, may sign and deliver to the Employer an assignment authorizing deduction of dues, assessments and contributions in the Association as

ARTICLE 5—ASSOCIATION DUES OR FEES (continued)

Section E (continued)

established by the Association. Such authorization shall continue in effect from year-to-year unless revoked according to the procedures outlined in the MEA Constitution, Bylaws and Administrative Procedures. Pursuant to such authorization, the Employer shall deduct one-eighth of such dues, assessments and contributions from the regular salary check of the bargaining unit member each month for eight (8) months, beginning in September and ending in June of each year.

Section F

Upon appropriate written authorization from the bargaining unit member, the Employer shall deduct from the salary of any such bargaining unit member and make appropriate remittance for MEFSA's MEA-sponsored program (tax-deferred annuities, auto insurance, homeowner's insurance, etc.) MESSA programs not fully Employer-paid, credit union, savings bonds, charitable donations, MEA-PAC/NEA-PAC contributions or any other plans or programs jointly approved by the Association and Employer.

Section G

Due to certain requirements established in recent court decisions, the parties acknowledge that the amount of the fee charged to non-members along with other required information may not be available and transmitted to non-members until mid-school year (December, January or February). Consequently, the parties agree that the procedures in this Article relating to the payment or non-payment of the representation fee by non-members shall be activated thirty (30) days following the Association's notification to non-members of the fee for that given school year.

ARTICLE 6 ASSIGNMENT OF TEACHING SCHEDULES

Section A

- Prior to the end of the school year (Adult Basic Education) and prior to the end of each academic term (Adult High School—Day, Night), the Board shall survey the teaching staff for assignment preferences on an Assignment Preference Form.
- Teachers requesting a change in assignment, e.g., in subject matter taught, an increase in the number of hours taught per week, or a decrease in the number of hours taught per week, will be required to submit such a request in writing to their immediate supervisor on the above-cited Assignment Form.
- Prior to the end of the school year (Adult Basic Education) and prior to the end of each academic term (Adult High School—Day, Night), the Board shall determine the schedule for the following year (term) pursuant to Article 2, Section D-3.

ARTICLE 6-ASSIGNMENT AND TEACHING SCHEDULES (continued)

Section A (continued)

- 4. At the time the schedules are distributed, the Board shall proceed to assign each employee an assignment for the following term(s) or year.
- Assignments shall be made on the basis of seniority and certification, with the most senior certified and qualified teachers assigned the available work.
- 6. The Board agrees to inform teachers of their tentative schedules for the ensuing term of year according to the following schedule:

Adult Basic Education (all sites)
By May 20 for the following school year
Adult High School (Day, Night and Davenport)
Fall Term by May 20
Winter Term—two weeks following the determination of the schedule

Teachers must inform their respective supervisor of their acceptance of their tentative schedule. In the event a teacher cannot fulfill all portions of their tentative schedule or if the teacher is declining the assignment (i.e., resigning) the teacher must also notify his/her respective supervisor. The above notification must be submitted within ten (10) work days for the fall term and five (5) work days for the winter term from the receipt of the assignment or the Administration may reassign the hours.

Section B

For the purpose of this provision, "qualified" shall mean certified. However, the parties agree that certain positions within the ABE program may require qualifications in addition to the certification necessary to perform the work. Such qualifications may be established by the Employer; however, the qualifications shall not be arbitrary, shall be specific and related to the performance of the actual duties of the position. All qualifications shall be listed on the position posting.

In addition to the above, the following High School Completion positions require the following qualifications:

GED_Tester

Must hold a college degree or have equivalent background in teaching, training, counseling or testing as verified by the GED Administration.

Librarian

Must have degree in library science or course work or experience sufficient to fulfill the responsibilities of the position.

ARTICLE 6-ASSIGNMENT OF TEACHING SCHEDULES (continued)

Section B (continued)

Career Center

Must be a certified teacher with a degree in counseling or relevant course work or experience sufficient to fulfill the responsibilities of the position.

Vocational Education

Must be industrial art certified or vocationally certified with specific course work or experience in subject area.

Computer

Must be certified teacher and have completed course work or possess experience sufficient to fulfill the responsibilities of the position.

If the Michigan Department of Education establishes new or additional requirements for positions in the Adult Education Program which are imperative to the District continuing to receive State funding or continue to operate a state approved program, the Board will have the authority to redefine those positions.

Section C

- The Board agrees to post openings for vacancies that occur after initial assignments have been made. Said posting requirement shall be for five (5) work days.
- Should a teaching vacancy occur during the summer, said vacancies shall be mailed to all KAEA eligible members. KAEA members will have five (5) work days to respond in writing if interested in the vacancies. A letter by regular mall to the last address on file shall be considered sufficient contact.
- In the filling of such assignments, the Board agrees to consider applicants from within each particular classification in keeping with the criteria listed in Section B above. The most senior applicant who is certified and qualified, as defined herein, shall be awarded the position. Should no qualified applicant apply, the Board shall consider, to the extent possible, applicants from other classifications.

section D

In the event a teaching position shall occur during the course of the school year in either the Adult High School program or the Adult Basic Education program, the Board agrees to follow the following procedures:

ARTICLE 6-ASSIGNMENT OF TEACHING SCHEDULES (continued)

Section D (continued)

- The Board agrees to post any such teaching vacancy on a central bulletin board during the school year, as designated by the Board, in both the Adult High School and Adult Basic Education teaching areas.
- It is agreed that supervisory personnel will provide a posting at each work site.
- 3. Such postings shall be for a period of five (5) work days.
- 4. Any eligible staff member shall have a forty-eight (48) hour period following the close of business on the final day of posting, to inform the Board, as directed on the posting notice, of his/her desire for consideration of the vacancy.

Section E

If a tentatively-scheduled class fails to materialize because of lack of enrollees and/or attendance, the following conditions shall apply:

- The Board shall have the right to administratively determine which class or classes constitutes a "non-fill" class and which is thereby to be discontinued and/or combined.
- During the third week of regularly-scheduled classes, of each respective semester, the Board shall undertake the following personnel movements:
 - A. Teachers whose tentatively-scheduled class or classes have been eliminated at any time prior to the end of the third week of regularly-scheduled classes shall have the right within their classification should their seniority, certification, and qualifications hold to displace the least senior teacher in an available time slot whose program or partial program has been retained.
 - B. The single exception to the option of displacing the least seniored teacher's class, per A.) above, shall be in the event that said class is offered in a time slot in which the displacing teacher is already scheduled for a class. In such an event, the displacing teacher shall be allowed to displace the next-least senior teacher. Said teacher's right to displace shall only be permitted within a teacher's classification.
 - C. Teachers who are removed from their teaching position(s) as a result of the displacement process after the semester has begun will only be allowed to displace the least-senior person in their classification for which they are certified and qualified. If unable to displace the least senior person in their classification, they will be given first option for any vacancy which occurs for which they are certified and qualified (per the language of Section B of this Article) and in keeping with the procedures outlined in Section E of this Article. A teacher whose assignment through the above process is completely displaced, shall be considered laid off.

ARTICLE 6-ASSIGNMENT OF TEACHING SCHEDULES (continued)

Section E (continued)

D. All teacher assignments are considered tentative until after the count date for the semester. After that date, the Board shall proceed in regard to any reduction in programs according to the provisions of layoff and recall.

ARTICLE 7 LAYOFF AND RECALL

Section A

In the event that it becomes necessary to reduce the number of teachers in a given classification(s), the teachers with the greatest seniority who are qualified to staff the remaining positions shall be retained.

Section B

- Laid-off teachers shall be recalled in inverse order of layoff by classification(s) provided they are qualified to fill the vacant positions.
- Notification of recall shall be in writing by certified mail to the teacher's last known address. If a teacher fails to respond within five (5) days after receipt of the above notice of recall, the teacher will be deemed to have refused the position offered, and he/she shall be deemed a voluntary quit.
- In the event an employee on layoff status is offered employment in a position for which he/she qualifies, in the judgment of the Board, and said position is refused, the Board has no further obligation to offer employment and said employee shall be considered to be a voluntary quit.

Section C

It shall be the responsibility of each teacher to notify the Board of his/her address and of subsequent change of address. The teacher's address as it appears on the Board's records shall be conclusive when used in connection with layoffs, recall, or any other notice to the teacher.

Section D

Employees laid off in a classification shall not displace employees in another classification, but shall be given first consideration for positions which are available and vacant.

ARTICLE 7-LAYOFF AND RECALL (continued)

Section E

It is mutually agreed that the District shall exercise the right and responsibility to hire minorities whenever possible to enhance the ethnic ratio of our teaching staff.

ARTICLE 8 SENIORITY

- A. For the purpose of this Agreement, seniority shall be defined as the time from the most recent date of hire in a position within the respective classification, i.e., the date of hire being the date of the teacher's first working day, with the most recent date of hire taking into account any subsequent break in service due to retirement, termination, resignation, and layoff as hereinafter provided. Teachers who, as of the date of this Agreement, were employed by the Kalamazoo County Adult Education Consortium during the period Kalamazoo Public Schools was a member of the consortium shall be credited with seniority for such employment.
- B. In the event that more than one teacher has the same starting date of work, the position on the seniority list shall be determined by the last four digits of the social security number, the teacher with the larger number being the most senior.
- C. The term employee classification when used in this agreement will refer only to employees in the Adult Education Teachers' Association bargaining unit. There shall be a seniority list for each of the respective employee classifications within the bargaining unit. Said employee groups as referenced herein are High School Completion and Adult Basic Education. Teachers concurrently employed in both classifications shall earn seniority in both. Teachers who transfer from one classification to another shall retain their previously-accumulated seniority, but as of the date of this Agreement their seniority in the prior classification shall be frozen. Seniority, as of the date of this agreement, may not be transferred from one classification to another.
- D. An employee shall be terminated and lose his/her seniority rights if:
 - The employee quits, retires, or is discharged from the Kalamazoo Public Schools.
 - The employee is laid off for a period of two (2) years or the length of his/her seniority up to a maximum of five (5) years.
 - The employee fails to return from a leave of absence at the designated time, without extension agreed to by the employer.
- E. If a teacher is transferred to a non-unit supervisory or executive position in Adult Education and is subsequently returned to a position in the bargaining unit, he/she will be credited with all seniority earned prior to the transfer out of the unit.

ARTICLE 8-SENIORITY (continued)

- F. The Board will prepare a seniority list within thirty (30) days following ratification of this Agreement. By October 15 of each year, the Board will update the seniority list, provide the Association with the updated list and post the updated list at all work sites. If an employee believes his/her seniority date(s) to be in error, the employee shall notify the school of such error(s) within thirty (30) days of the publication of the seniority list. After thirty (30) days, the list shall be considered accurate.
- G. Seniority shall continue to accrue during all paid leave time and for unpaid leaves and during layoff for a period of one (1) semester. After one (1) semester, seniority shall be frozen and shall cease to accrue.

ARTICLE 9 TEACHING HOURS AND DUTIES

- Scheduled teaching hours will be spent in professional activities.
- B. Teachers are responsible for maintaining a continuous high level of educational services to the student body.
- C. Each teacher shall receive ten (10) minutes between consecutive classes which is to be considered part of the teacher's work day, except for classes of less than one hour of duration.
- D. All teachers with an assignment of five (5) hours or more per day shall be entitled to a duty-free half (1/2) hour unpaid lunch period. Teachers whose responsibilities do not permit a duty-free lunch period shall be compensated.
- E. 1. Beginning-of-year Work
 - In an effort to prepare for the new school year, the Board agrees to allocate to Adult Education teachers an amount of paid duty time.
 - b. Time shall be allocated prior to the fall semester only on the following basis:

For Adult Basic Education teachers, the time allocated for beginning-of-year work activities shall be thirty (30) minutes for each three (3) hour teaching block per week. High School Completion shall be thirty (30) minutes for each class taught.

2. End-of-Term Work

a. All teachers recognize that the end-of-term activities and responsibilities, as required by the Administration, are a part of their normal duties and responsibilities, which will be listed on a procedure sheet.

ARTICLE 9—TEACHING HOURS AND DUTIES (continued)

E. (continued)

- 2. End-of-Term Work (continued)
 - b. Time shall be allocated for both fall and winter terms on the following basis:

For High School Completion teachers, the time allocated for end-of-term activities shall be thirty (30) minutes per class, up to a maximum of two (2) hours.

- It is understood that the amount of allocated time for the Adult Basic Education teachers shall be one scheduled day.
- F. Lesson plans are to be prepared and are to be kept up-to-date. They shall be such that the teachers, administrator(s), or substitutes should be able to discern what has been taught and what is to be taught. They shall contain names of books, pages to be used, and necessary instruction for optimum classroom management. Said lesson plans are to be available for use by substitute teachers.
- G. Attendance at all required staff meetings shall be compensated at the employee's regular rate of pay. Attendance at other staff meetings shall be strictly voluntary.
- H. Adult Education teachers will receive preparation time at a ratio of ten (10) minutes for every 60 minutes of teaching time. Fifteen (15) minutes of preparation time shall be spent before and after work on campus, except that the before and after preparation time shall not exceed the amount of preparation time earned.
 - In the event classes that contain different subject matters or levels of instruction are combined after the start of a semester, the teacher will receive preparation pay for each subject area or level of instruction.
- All employees must contact their principal or supervisor if they are unable to report to work. The contact should be made as early as possible prior to the employee's scheduled starting time to allow for a substitute (if necessary) to be called.

ARTICLE 10 WORKING CONDITIONS

Section A: Teaching Materials

The District recognizes that appropriate teaching materials, library reference facilities, maps and globes, laboratory equipment, audio-visual equipment, art supplies,

ARTICLE 10—WORKING CONDITIONS (continued)

Section A: Teaching Materials (continued)

athletic equipment, current periodicals, standard tests and questionnaires, and similar materials are the tools of the teaching profession. Further, that efforts shall be continued to seek and use textbooks and supplementary reading materials which promote quality education for Adult Education. The District agrees to keep the schools reasonably equipped and maintained.

Section B: Reimbursement of Teacher's Property

The District will reimburse a teacher for any loss of clothing, or personal property, when the loss occurred while the teacher is on duty and the loss was not the fault of the teacher. The District will reimburse the teacher up to five hundred dollars (\$500) provided the teacher's insurance does not cover the loss. Before reimbursement is paid, the teacher shall furnish receipts for incurred costs or other substantiation of the value of the loss.

Section C: Teaching Facilities

The Board shall provide teaching facilities at each individual site to protect the teacher's privacy and allow for supplementary materials unique to the various programs of Adult Education.

Section D: Employee Facilities

The Board shall provide facilities, such as restrooms and lavatories, at each site to the best of its ability to provide a pleasant working environment.

Section E: Parking

Parking facilities shall be provided for teacher use and reasonably maintained.

Section F: Telephones

Current telephone facilities shall be made available to teachers for their use. Telephones provided by the District are designed for school use and such calls shall take precedence over personal calls. At no time may telephones be used by teachers making long distance calls without the express permission of the building principal.

Section G: Medical Testing

The District shall provide, at no cost to the teacher, all medical testing and examinations required to maintain employment if the teacher's personal insurance coverage does not cover such costs.

ARTICLE 10-WORKING CONDITIONS (continued)

Section H: Staff Meetings

The Administration shall schedule a minimum of four (4) hours per semester for the purpose of conducting staff meetings.

ARTICLE 11 TEACHER EVALUATION

section A

The evaluation of the performance of teachers is the primary responsibility of the immediate supervisor. Other evaluators, such as the principal or the Director of Adult Education, may act as evaluators. In addition, the teacher may request a second evaluation by another administrator, the principal or the Director.

Section B

Teachers shall be evaluated on their performance, work habits and behavior while on duty for KPS. The criteria for evaluating shall be made known to the teacher prior to the evaluation. A copy of the basic Appraisal Form which contains the criteria is included in Appendix C.

Section C.

All monitoring of formal observation of teachers shall be conducted openly and with full knowledge of the teachers.

Section D

Teachers shall be evaluated when performance seems to warrant it, but each teacher will have a formal evaluation at least once every two (2) years. One observation shall be for a minimum of twenty-five (25) minutes.

Section E

The evaluator will discuss the formal evaluation report with the teacher within fifteen (15) work days of the observation and allow five (5) work days for the teacher to respond, in writing, to the evaluation prior to placing the evaluation in the teacher's personnel file.

Section F

The content of formal teacher evaluation shall be grievable through Step III. Should the content of the evaluation be used in disciplining a teacher, the teacher shall have the right to challenge such discipline as being unjust, including challenging the evaluation.

ARTICLE 12 PROFESSIONAL BEHAVIOR

Section A

Teachers are expected to comply with rules, regulations and directions adopted by the District or its representatives which are not inconsistent with the provisions of this Agreement, provided that teachers shall not be required to place themselves in positions which endanger their physical safety or well-being.

Section B: Progressive Correction

The Association recognizes that willful deficiencies in professional performance by a teacher reflects adversely upon the teaching profession and create undesirable conditions in the school building. The District, in recognition of the concept of progressive correction, shall notify the teacher in writing of alleged delinquencies within ten (10) work days, indicate expected correction, and indicate a reasonable period of correction. Alleged breaches of professional behavior shall be promptly reported to the offending teaching and to the Association.

Section C: Just Cause

No teacher shall be disciplined, reprimanded, reduced in rank or compensation without just cause. Any such discipline, reprimand, reduction in rank, or compensation shall be subject to the professional grievance procedure hereinafter set forth. All information forming the basis for disciplinary action shall be made available to the teacher upon request.

Section D: Teacher Conference

No disciplinary action against a teacher shall be taken on the basis of a complaint by the District or its designated agent, parent, or student unless the matter is first discussed with the teacher. A report of such disciplinary action which becomes a matter of record shall be submitted to the teacher and a copy may be included in the teacher's personnel file, provided, however, said teacher is allowed to include a reply.

If a teacher is to be reprimanded and/or disciplined by a supervisor, a principal or other administrator, it shall be done in private. An Association representative may be present at the request of either party. The administrator may also have an agent of the District present.

ARTICLE 13 PROTECTION OF TEACHERS

Section A: Physical Force

A teacher has the right to use such force as is necessary to protect himself/herself from attack, or to prevent injury to another teacher or student. Any case of physical assault upon a teacher shall be reported to the principal/supervisor. The principal/supervisor shall inform the teacher of all legal and contractual rights

ARTICLE 13-PROTECTION OF TEACHERS (continued)

Section A: Physical Force (continued)

afforded the teacher. Upon the request of the teacher, the principal/supervisor shall report the assault to the local police. In the event the principal/supervisor is unavailable, the teacher will contact the Superintendent's Office prior to the police being notified. In any case of physical assault upon a teacher while properly performing his/her duties, the District and the Association will render all reasonable assistance to the teacher which may include legal counsel.

Section B: Corporal Punishment Guidelines

A written statement by the District governing use of corporal punishment of students shall be publicized to all teachers no later than the first month of each school year provided such policy is in existence during the duration of this Agreement.

Section C: Assistance in Legal Actions

In any case of criminal complaint or civil suit by third parties as a result of action taken by the teacher while properly performing his/her duties, the District and the Association will render all reasonable assistance to the teacher in connection with the handling of the incident by law enforcement and judicial authorities, and the District will, upon request, provide legal counsel.

Section D: Safety of Students

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

ARTICLE 14 GRIEVANCE PROCEDURE AND BINDING ARBITRATION

Section A

The primary purpose of this procedure is to secure, at the lowest level possible, equitable solutions to the problems of the parties. Both parties agree that the grievant's right to privacy shall be preserved to the extent that the investigation allows at each level of the procedure. Nothing herein shall be construed as limiting the right of any teacher with a grievance to discuss the matter informally with the appropriate member of the Administration.

A claim by a teacher or the Association that there has been a violation, misinterpretation or misapplication of any provision of this Agreement may be processed as a grievance as hereinafter provided through Step III.

A claim by a teacher or the Association involving a complaint or problem not involving a provision of this Agreement may be processed as a grievance as hereinafter provided through the Superintendent's level.

ARTICLE 14-GRIEVANCE PROCEDURE AND BINDING ARBITRATION (continued)

Section A (continued)

INFORMAL LEVEL

The teacher who believes there is a basis for a grievance shall first discuss the matter with the supervisor within five (5) working days of the cause of, or receipt of written notification of, or when the teacher knew or reasonably should have known of such grievance, either alone or accompanied by the Association representative.

FORMAL LEVEL

Step I - Program Level

If the matter is not resolved informally, the grievant or the Association may within five (5) days, initial formal proceedings by completing Step I, Parts A through D, of the Grievance Report form and filing it with the supervisor.

The administrator shall, within five (5) days of receipt of the formal grievance, meet the grievant and Association representative, in an effort to resolve the grievance.

Within five (5) days of such meeting, the administrator shall dispose of the grievance by completing Part E and shall return the form to the grievant.

If the Step I disposition resolves the matter, the grievant and the Association shall complete Parts F and G indicating such resolution and shall distribute copies of the forms as specified.

If the matter remains unresolved, the grievant or the Association may, within five (5) days of receipts of the Step I disposition, advance the grievance to Step II.

All written grievances shall be filed at Step I. If the supervisor believes he/she is not authorized to deal with the grievance, the supervisor shall advance the grievance to Step II.

Step II - Central Administration

Within ten (10) days of receipt of the grievance, the Contract Administrator shall meet with the grievant and the Association in an effort to resolve the grievance. Within five (5) days following such meeting, the Director shall render disposition by completing Step II, Part B, and returning the grievance form to the grievant. If such disposition resolves the matter, the grievant and the Association shall complete Parts C and D and shall distribute copies of the form as specified.

If the matter remains unresolved, the grievant or the Association may within five (5) days of receipt of the disposition advance the grievance to Step III.

Step III - Superintendent

Grievances unresolved at Step II may be advanced to Step III by filing with the Superintendent or his designee.

ARTICLE 14—GRIEVANCE PROCEDURE AND BINDING ARBITRATION (continued)

Section A (continued)

Step III - Superintendent (continued)

Within fifteen (15) days following receipt of the grievance, the Superintendent or the Superintendent's designee shall meet with the grievant and the Association in an effort to resolve the grievance. Within five (5) days following such meeting, the Superintendent or the Superintendent's designee shall render disposition by completing Step III, Part B, and returning the grievance form to the grievant. If such disposition resolves the matter, the grievant and the Association shall complete C and D and shall distribute copies of the form as specified.

If the grievance remains unresolved, the Association may within ten (10) days of receipt of the disposition advance the grievance to Step IV.

Step IV - Binding Arbitration

Upon receipt of the grievance at Step IV, the parties shall attempt to select a mutually agreeable arbitrator to hear the grievance. If agreement on an arbitrator is not reached within 10 work days of the receipt of the grievance at Step IV, the Association may file a Demand for Arbitration with the American Arbitration Association in accordance with its current voluntary Labor Arbitration Rules.

Powers of the Arbitrator

The District and the Association shall not be permitted to assert in such arbitration proceedings any grounds or to rely on any evidence not advanced ten (10) calendar days prior to the arbitration hearing. The arbitrator shall have no power to alter, add to or subtract from the terms of this Agreement nor shall he/she have any power to rule on the final evaluation, termination of service or failure to re-employ any probationary teacher, the placing of a non-tenure teacher on a third year of probation, the termination of services or failure to re-employ any teacher to a position on the extra-curricular schedule, or any claim or complaint for which there is another remedial procedure or forum 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.

Section B: Fees of the Arbitrator

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

Section C: Time Limits

The time limits provided in this article shall be strictly observed but may be extended by agreement of the parties. In the event a grievance is filed near the end of any school year and strict adherence to the limits may result in hardship to either party; the District and the Association shall use its best efforts to process such grievance prior to the end of the school term or as soon thereafter as possible.

ARTICLE 14—GRIEVANCE PROCEDURES AND BINDING ARBITRATION (continued)

Section D: Agreement Expiration

Any grievance in process at the expiration date of this Agreement will continue in process until resolution.

Section E: Abandonment of Grievance

A grievance may be withdrawn at any level prior to Step IV without prejudice or record. Any grievance not advanced to the next step by the Association within the time limits in that step shall be deemed abandoned. Time limits may be extended by the District and the Association, in writing; then the new date shall prevail.

ARTICLE 15 PROHIBITED ACTIVITY

Section A

Both parties recognize the desirability of continuous and uninterrupted operation of the instructional program during the normal school year and the avoidance of disputes which threaten to interfere with such operation. Since the parties have established a grievance procedure under which unresolved disputes may be settled by an impartial third party, the parties have removed the basic cause of work interruption 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 defined by Section 1 of the Public Employment Relations Act.

Section B: Unfair Labor Dispute

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

ARTICLE 16 PAID LEAVES OF ABSENCE

Section A: Sick Leave

Each teacher shall earn accumulated leave credit at the rate of one hour for every 20 hours of work. Unused sick leave shall be cumulative from year to year without limit.

Section B: Family Illness

Absence due to the illness of members of the immediate family shall be deducted from sick leave. The utilization of sick leave for such matters shall be for a one (1) day period, unless the illness is of a life threatening nature or involving a current hospitalization.

ARTICLE 16-PAID LEAVES OF ABSENCE (continued)

Section C: Immediate Family

For the purpose of this Article, immediate family shall include the teacher's or teacher's spouse's father, mother, spouse, children, brother, sister, grandparents, grandchildren, or person who is in the legal guardianship of the teacher.

Section D: Evaluation of Credits

If the employee has not accumulated leave credits, a full deduction will be made. Deductions from salary made under this policy shall be determined by the Department of Budget and Finance on a prorated basis.

Section E: Sick Leave Statement

A statement of all accumulated sick leave shall be presented to each individual teacher on or before September 30th.

Section F: Workers' Compensation

In the event of an injury or illness compensable under the Michigan Workers' Compensation Law, the affected and necessarily absent teacher may elect to be paid from his/her unused paid sick leave credit (to the extent that the same will support such payment) an amount sufficient to make up the difference between what he/she received from the Workers' Compensation Commission and his/her regular salary during such necessary absence.

Section G: Personal Business Leave

Personal business leave for teachers shall be provided at the rate of one (1) day per year, except it will not be granted on a day preceding or following a holiday or vacation unless such request is based on an emergency.

Personal business leave shall be governed by the following regulations:

- The personal leave shall be used for the purpose of conducting business which is impossible to transact on the weekend or after school hours. Reasons such as family obligations, legal commitments (with the exception of legal action taken against the District by the Association or any member thereof, except in such cases in which the district subpoenas the teacher), religious observances, unusual circumstances related to professional growth, and emergencies are considered to be justification for the utilization of the personal business policy.
- 2. Teachers wishing to use the personal business leave shall submit an S-55a to the principal at least five (5) days in advance of said absence except in cases of emergency. The reason for said leave shall be stated as in (1) above on the S-55a without going into detail.

ARTICLE 16-PAID LEAVES OF ABSENCE (continued)

Section G: Personal Business Leave (continued)

- If the leave is considered an emergency, the S-55a may be submitted at the earliest possible time.
- 4. Personal business leave shall not be used by teachers for the purpose of seeking employment elsewhere.
- Personal business leave shall not be used by teachers for the purpose of rendering services, or working either with or without remuneration for themselves or for anyone else.
- If a reply to the S-55a has not been received prior to the date of absence, the teacher should contact the principal to get his/her response.

Section H: Immediate Family Deaths

Teachers shall be allowed to utilize five (5) days per year for a death in the immediate family. Utilization of such leave shall be for the purpose of attending the funeral or making funeral arrangements. Paid leave may only be utilized for days the employee would have been scheduled to work.

Section I: Other Deaths

Teachers shall be allowed to use one (1) day per year to attend the funeral of other relatives or a friend not covered in Section H. This leave shall be deducted from sick leave accumulation.

Section J: Jury Duty

A teacher called for jury duty or to give testimony before any judicial or governmental tribunal shall be given the option of receiving their regular pay or accepting the daily rate paid by the governmental tribunal.

Section K: Bargaining Unit Members Substituting

Teachers who wish to substitute in the bargaining unit shall indicate same in writing to the immediate supervisor along with a statement of specific days or hours of availability. Bargaining unit members who substitute shall be paid at their current rate.

ARTICLE 17 UNPAID LEAVES OF ABSENCE

Section A: Illness, Disability Leaves

An unpaid leave of absence of up to one (1) year may be granted for illness, disability, childbirth, child care or other good reason.

ARTICLE 17-UNPAID LEAVES OF ABSENCE (continued)

Section B: Other Leaves

An unpaid leave of absence of up to one (1) year may be granted for purposes not specified in Section $A_{\:\raisebox{1pt}{\text{\circle*{1.5}}}}$

Section C: Termination of Leave

An unpaid leave of absence may be terminated at any time by mutual agreement between the teacher on leave and the school.

Section D: Leave Extensions

Individuals on leaves of absence must inform their supervisor or principal in writing of their intent to return or request an extension in writing sixty (60) days prior to the termination of their leave. The employer shall respond in writing.

Section E: Return from Leave

A teacher returning from a leave of absence up to one (1) year shall be entitled to a position equivalent to the previous position for which he/she is certified and qualified upon return to active employment provided seniority prevails. After one (1) year, the teacher shall be offered the first available position for which he/she is certified and qualified.

Section F: Other Conditions

A teacher on unpaid leave shall not lose any accumulated benefits, including unused sick leave; however, sick leave shall not accrue during the unpaid leave. A teacher who taught at least one half $(\frac{1}{2})$ of the scheduled year during which the leave of absence commenced shall be advanced a step on the salary schedule, if applicable, upon return from the leave.

ARTICLE 18 PROFESSIONAL COMPENSATION AND PAYROLL DEDUCTIONS

Section A

Teacher's salary or wages shall be paid in biweekly installments during their work year.

Section B

Required deductions, such as FICA, State and Federal withholding tax, will automatically be taken from the gross earnings each pay period.

ARTICLE 18-PROFESSIONAL COMPENSATION AND PAYROLL (continued)

Section C.

Deductions shall be made to cover the cost of optional benefits provided in the Employer-sponsored insurance plan which are not provided for or paid by the Employer. The District will establish a Section 125 Program wherein unit members will have the option of paying the premium for dental insurance and/or vision insurance. (Such program is not available in the Parchment School District but will be available to unit members upon the return of the unit to the Kalamazoo School District.)

Section D.

Upon appropriate written authorization from the teacher, the Employer shall make deductions for annuities, credit union, savings bonds, United Fund, or any other programs approved by the Board of Education.

Section E

The basic hourly rate of pay for teachers shall be as set forth in Appendix

Section F

Teachers shall receive one step on the wage schedule for each year of employment with the employer.

ARTICLE 19 SCHOOL CLOSURE

Section A

In the event that weather conditions or other building conditions make it unsafe or impossible to maintain normal operations, teachers will be notified by radio and TV announcements of school closings. Teachers shall be paid for all days not made up.

ARTICLE 20 DURATION OF AGREEMENT

This Agreement is the complete Agreement between the parties and replaces in every respect any other Agreement between the parties. This Agreement shall become effective on July 1, 1991, and will remain in effect through June 30, 1992, and will be automatically renewed for successive periods of one (1) year unless either party notifies the other in writing at least sixty (60), but not more than ninety (90) days, prior to its expiration, or anniversary thereof, of its desire to amend or terminate this Agreement.

KALAMAZOO ADULT EDUCATION ASSOCIATION

SCHOOL DISTRICT OF THE CITY OF KALAMAZOO

Sandra Lager

Association President

Arthur Sweet

Assistant Superintendent for Human Resources

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on Bacon

Uniserv Director

ames Rudnick

Director

Vocational/Adult Education

APPENDIX A INSURANCE

The Board will pay the single subscriber rate for MESSA Super Care I for all members of the bargaining unit who work twenty (20) hours or more per week in the Adult Basic Education Program or teach four (4) assigned classes in High School Completion.

APPENDIX B

SALARY SCHEDULE

	BA	MA*
Steps 1 & 2	\$ 15.90	\$ 16.15
Steps 3 - 6	16.50	16.75
Steps 7 - 10	16.80	17.10
Steps 11+	17.10	17.40

^{*} As Proposed

Section A

For eligibility for placement on the Master Schedule, the unit member's Master's program must relate to the teacher's assignment as determined by the District. The parties have agreed to establish an advisory committee of two (2) Association members and two (2) District representatives. This Advisory Committee will make recommendations to the Administration relative to whether or not an individual's Master's program relates to his/her assignment. (During the bargaining of the 1991 Collective Bargaining Agreement, the representatives of the Association and the representatives of the District reached agreement as to which individuals would have been eligible for placement on the Master's schedule during an analysis of the Unit's 1990–91 assignments.)

Section B

When the Employer makes available to bargaining unit employees other work options, such as curriculum work, DSS testing, IDT work, host agency meetings and recruiting and retention programs, the employees will be compensated as follows:

IDT Work and Host Agency Meetings	\$ 15.00/hour
Other Opportunities	\$ 13.00/hour

Section C

Life skills teachers and child care teachers shall receive an additional payment of one (1) hour per week at the rate of \$13.00 per hour as reimbursement for time spent shopping/purchasing materials needed for their classes.

APPENDIX C

KALAMAZOO ADULT EDUCATION TEACHER EVALUATION PROCESS

Kalamazoo Adult Education maintains that our primary purpose is to provide an effective program of instruction for each student. The primary purpose of evaluation is to improve teacher performance. The evaluation process provides opportunities for personal and professional growth to ensure an effective program.

The KAEA Teacher Evaluation Process consists of a supervisory evaluation conducted as provided hereinafter and in accordance with Article _____. A self evaluation may, at the teacher's option, be completed using the same self evaluation instrument.

The District may submit an evaluation form to students. Such student evaluations are for the purpose of programmatic assessment only and the results may be used in no manner in the evaluation of any teachers.

The activities involved in this process consist of: a planning conference between the teacher and the supervisor, observations, and a feedback conference. The planning conference provides an opportunity for the teacher to discuss concerns with the supervisor. The teacher should take this opportunity to discuss any unique aspects of his/her classroom. It is also an opportunity for plans to be made on the date and procedure for the supervisory observations.

All formal observations shall be prearranged. The teacher will be informed of the time period the observations will be conducted.

The feedback conference will be an opportunity for the supervisor and the teacher to discuss concerns and ratings on the supervisory evaluation instrument, and the self evaluation instrument if the teacher has completed same. The student evaluations will also be shared with the teacher if the District has conducted such evaluations and the teacher wishes to know the outcome of such evaluations. The supervisor and teacher will discuss ways to enhance teaching and learning. This is an opportunity for the teacher and supervisor to set goals they wish the teacher to accomplish in the next year and the supervisor's role in the accomplishment of those goals. If deficiencies are noted, the supervisor will provide specific directions and assistance to remedy such deficiencies and provide a reasonable time to achieve an acceptable level of performance.

Prior to a recommendation being made that a teacher's services be terminated for unacceptable teaching performance, the following procedures will be implemented:

- The teacher's deficiencies shall be accurately diagnosed and fully documented.
- The Administration shall provide a plan of assistance which includes the following:
 - A. Full description of each deficiency.
 - B. Specific steps for remedying each deficiency.
 - C. Adequate assistance for achieving improvement.
 - D. Clear timelines for assistance and improvement.
 - E. Upon expiration of timelines, an evaluation to determine success of plan of assistance.

- If improvements required have been substantially achieved, no further action will be taken.
- If improvements have not been substantially achieved, a determination will be made whether or not a second plan of assistance will be implemented.

The KAEA Teacher Evaluation Process is a positive attempt to improve the instructional program. We believe by working together this can be accomplished.

SUPERVISORY EVALUATION

eacherssignment	Rating Scale defined: Outstanding - Greatly exceeds performance requirements						
upervisor		Exceeds Expectations - Exceeds performance requirements Competent - Consistently meets performance requirements					
	Imp	rovement Neede	d - Needs				
eacher's signature			perfor	mance			
AREAS		RATINGS					
	Outstand	ing Exceeds	Competent		NA/NO		
	(4)	Expectations (3)	(2)	Needed (1)			
	(4)	(3)	(2)	(1)			
I. Instructional Skills							
A. Demonstrates knowledge		1					
of subject area.		i					
B. Prepares and plans in							
accordance with objec-				1			
tives of the program. C. Guides learning, moti-	-	-					
vates and enlists		1					
students participation.		1		1 1			
D. Provides for differences	-	-		-			
of individuals & group.		1					
E. Demonstrates clarity in		-		-			
instruction.							
F. Uses instructional stra-							
tegies that facilitate		1					
learning. G. Seeks and uses materials							
and media.		1					
H. Evaluates students' growth	-	-					
and achievement in line		1		i i			
with objectives of the		1		1			
program.							
II. Classroom & School Environmen	t						
A. Maintains purposeful acti- vity in an atmosphere of							
mutual respect in the							
classroom.	1						
B. Develops good working							
relationships with student	s	1					
C. Keeps records and reports		1					
information.		1					
D. Exhibits responsibility in				1 -			
care and maintenance of					1		
school equipment.		1					
E. Begins class on time.F. Maintains good attendance.		+					
G. Helps to carry out school	-						
policies and regulations.							

		Outstanding Ex	Exceeds pectation		Improvement Needed	NA/NO
		(4)	(3)	(2)	(1)	
III.	Teacher - Staff - Community R	elationships				
	 A. Maintains a good working relationship with agencies 					
	in the community where applicable					
	B. Uses information about pupils to improve their learning					
	C. Utilizes knowledge of the community and its resources when feasible.					
	D. Maintains harmonious rela- tions and cooperative attitude with coworkers					

IV. Narrative Support/Comments

V. Recommendations

SELF EVALUATION

ssignment		Rating Scale defined: Outstanding - Greatly exceeds performance requirements Exceeds Expectations - Exceeds performance requirements Competent - Consistently meets performance requirements Improvement Needed - Needs to improve							
ac	her's signature				perfor	mance			
	AREAS		RATINGS						
		Out	standing	Exceeds	Competent	Improvement	NA/NO		
			(4)	pectation (3)	(2)	Needed (1)			
I.	Instructional Skil	lls			0.00				
	A. Demonstrates kn of subject area								
	B. Prepares and pl	lans in							
	accordance with tives of the pr								
	C. Guides learning		-			-			
	vates and enlis		1	- 1					
	students partic		- 1			1			
	D. Provides for di					 			
	of individuals			- 1		1			
	E. Demonstrates cl	• .				-			
	instruction.	,				1			
	F. Uses instruction	onal stra-							
	tegies that fac	cilitate	1	1					
	learning.								
	G. Seeks and uses	materials		i					
	and media.	- 1	1						
	H. Evaluates stude								
	and achievement		- 1	1					
	with objectives	s of the	1	- 1					
	program.								
I.	Classroom & School								
	A. Maintains purpo				I				
	vity in an atmo		1		- 1				
	mutual respect	in the			1				
	classroom.	_		$\overline{}$					
	B. Develops good velationships v				- 1				
	C. Keeps records								
	information.	ind reports			1				
	D. Exhibits respon	esthility in							
	care and mainte			1	1				
	school equipmen								
	E. Begins class or								
	F. Maintains good								
	G. Helps to carry								
	policies and re								

		Outstanding Ex	Exceeds epectation		Improvement Needed	NA/NO
		(4)	(3)	(2)	(1)	
III.	Teacher - Staff - Community R	elationships				
	A. Maintains a good working relationship with agencies in the community where applicable					
	B. Uses information about pupils to improve their learning					
	C. Utilizes knowledge of the community and its resources when feasible.					
	D. Maintains harmonious rela- tions and cooperative attitude with coworkers					

IV. Narrative Support/Comments

V. Recommendations

