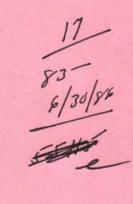
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Corth antral Public School

MASTER CONTRACT

BETWEEN

THE

NORTH-CENTRAL PUBLIC SCHOOL DISTRICT

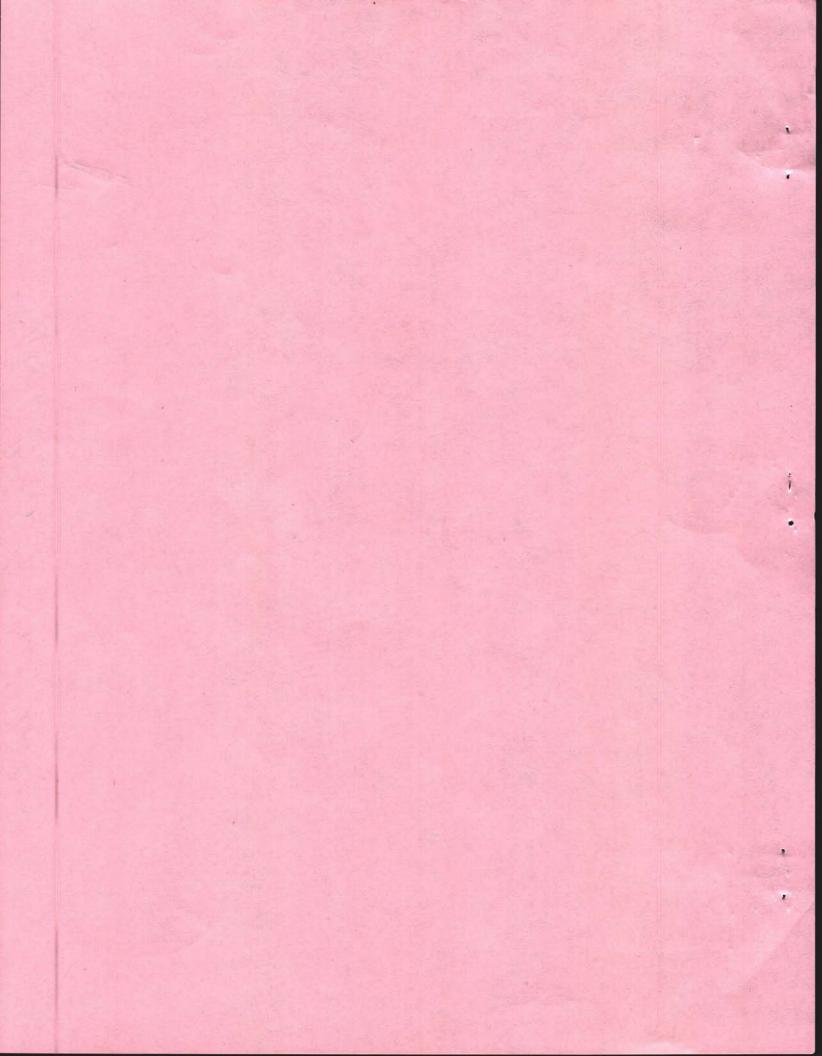
BOARD OF EDUCATION

AND THE

UPPER PENINSULA

EDUCATION ASSOCIATION

7-1-83 through 6-30-86



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NORTH CENTRAL EDUCATION ASSOCIATION AGREEMENT

This Agreement entered into this <u>23rd</u> day of <u>April</u>, <u>1984</u> by and between the Upper Peninsula Education Association and the Michigan Education Association, hereinafter jointly called the "Association" affiliated with the National Education Association hereinafter called the "NEA", and the NORTH CENTRAL BOARD OF EDUCATION, hereinafter called the "Board", representing the NORTH CENTRAL AREA SCHOOL DISTRICT, hereinafter called the "District" with the principal place of business at Powers, Michigan.

WITNESSETH

WHEREAS, the Board and the Association recognize and declare that providing a quality education for the children of the North Central Area School District is their mutual aim and that the character of such education depends predominately upon the quality and morale of the teaching service, and

WHEREAS, the members of the teaching profession are qualified to assist in formulating policies and programs designed to improve educational standards, and

WHEREAS, the Board has statutory obligations, pursuant to Act 336 of the Michigan Public Acts of 1947, as amended, to bargain with the Association as the representative of its teaching personnel with respect to hours, wages and terms and conditions of employment classified as mandatory subjects, and

WHEREAS, the parties following professional negotiations characterized by good faith and frank exchange of views on the part of all concerned have reached certain understandings which they desire to confirm in this Agreement.

In consideration of the following mutual covenants, IT IS HEREBY AGREED AS FOLLOWS:

ARTICLE I

RECOGNITION

Α.

The Board hereby recognizes the Association as the sole and exclusive bargaining representative for all elementary and secondary classroom teachers who are certified and regularly employed, or who become regularly employed by the Board. Β.

- The term "certified" and "regularly" employed classroom teacher as used herein shall include all those teachers employed full-time throughout the school year and in addition thereto, special education teachers, guidancecounselors, librarians, teachers regularly employed on a part-time basis, teachers regularly employed on a full time basis beginning after the opening day of the school year, probationary teachers as stated below, Chapter I teachers as stated below, and specifically excluding from the bargaining unit all others, and particularly the supervisory staff consisting of the Superintendent, Principals and Acting Principals, non-supervisory staff consisting of the substitute teachers, non-regularly employed part-time teachers, teacher aides, secretarial staff, kitchen staff, maintenance and custodial staff, bus drivers, and all other teachers who are hired on the basis of continuity of funding of special supplemental state and federal funded programs.
- C. The Association represents the probationary teacher in matters of hours, wages, and other conditions of employment as set forth in this Agreement, but specifically excluding discharge, failure to renew contract, granting third year probation, demotion, transfer and evaluation. The Administration shall evaluate probationary teachers on the same evaluation form as is used for tenure teachers.
- D. The Association represents certified and qualified Chapter I teachers in matters of conditions of employment as set forth in this Agreement.
- E. The term "regularly employed classroom teacher" as defined in paragraph "B" above shall be the definition of those covered under the terms of this Agreement until otherwise negotiated and masculine gender shall include feminine.

ARTICLE II

ASSOCIATION & TEACHER RIGHTS

- A. The Association and its members shall have the right to use school building facilities at all reasonable hours for meetings. No teacher shall be prevented from wearing insignia, pins and other identification of membership in the Association either on or off school premises.
- B. Duly authorized representatives of the Association and their respective affiliates shall be permitted to transact official Association business on school property, provided that this shall not interfere with or interrupt normal school operations and notification is given to the Building Principal or Superintendent.

- C. The Association shall have the right to use school facilities and equipment, including typewriters, mimeographing machines, other duplicating equipment, calculating machines, and all type of audio-visual equipment at reasonable times, when such equipment is not otherwise in use.
- D. The Board agrees to furnish to the Association in response to reasonable requests all available information concerning the financial resources of the District, tentative budgetary requirements and allocations, and such other information as will assist the Association in developing intelligent, accurate, informed and constructive programs on behalf of the teachers and their students, together with information which may be necessary for the Association to process any grievance or complaint.
- E. The teachers shall be entitled to full rights of citizenship and no religious or political activities of any teacher or the lack thereof shall be grounds for any discipline or discrimination with respect to the professional employment of such teacher.
- F. The provisions of this Agreement shall be applied without regard to race, creed, religion, color, national origin, age, sex, marital status. Membership in the Association shall not be denied to any teacher because of race, creed, sex, marital status or national origin.
- G. The Board shall place on the agenda of each regular Board meeting as the first item for consideration under "New Business" any matters brought to its consideration by the Association so long as those matters are made known to the Superintendent's office forty-eight (48) hours prior to said regular meeting.

ARTICLE III

RIGHTS OF THE BOARD

- A. It is expressly agreed that all rights which ordinarily vest in and have been exercised by the Board of Education, except those which are clearly and expressly relinquished herein by the Board, shall continue to vest exclusively in and be exercised exclusively by the Board. Such rights shall include by way of illustration and not by way of limitation, the right to:
 - 1. Manage and control the business of the school district, the equipment, and the operations and to direct the working forces and affairs of the Board of Education.
 - 2. Continue its rights and past practice of assignment and direction of work to all of its personnel, determine hours of work or days and starting times and scheduling of all the foregoing, but not in conflict with the specific provisions of the agreement.

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- 3. The right to hire, promote, suspend and discharge teachers, transfer teachers, assign work or extra duties to teachers (if above the teachers classification, such assignment will be temporary and of a short duration), determine the size of the work force.
- 4. Determine the services, supplies, and equipment necessary to continue its operations and to determine the methods, schedules and standards of operation, the means, methods, and processes of carrying on the work including automation thereof or changes therein, the institution of new and/or improved methods or changes therein.
- 5. Adopt reasonable rules and regulations.
- 6. Determine the number and location or relocation of its facilities, including the establishment or relocation of new schools, buildings and departments.
- 7. Determine the placement of operations, production techniques to increase learning capacity, distribution of work, and source of materials and supplies.
- 8. Determine the financial policies, including all accounting procedures, and all matters pertaining to public relations as they relate to the school district.
- 9. Determine the size of the administrative organization, its functions, authority, amount of supervision and table of organization provided that the Board of Education shall not abridge any rights from teachers as specifically provided for in this Agreement.
- 10. Determine the policy affecting the selection, or inservice training of teachers, providing that such selection shall be based upon lawful criteria.
- B. The exercise of the foregoing powers, rights, authority, duties and responsibilities by the Board, the adoption of policies, rules, regulations and practices in furthermore thereof, and the use of judgement and discretion in connection therewith shall be limited only by the specific and express terms of this Agreement and then only to the extent such specific and express terms hereof in conformance with the Constitution and laws of the State of Michigan, and the Constitution and laws of the United States. Nothing contained in Article III shall deprive the Association of any rights afforded to it under Act 379 of Public Acts of 1965.

ARTICLE IV

DEDUCTIONS FOR PROFESSIONAL DUES

- A. Any teacher who is a member of the Association, or who has applied for membership, may sign and deliver to the Board an assignment authorizing deduction of membership dues in the Association, including the MEA and the NEA. Such authorization shall continue in effect from year to year unless revoked in writing between June 1st and September 1st of any year. Pursuant to such authorization, the Board shall deduct one-tenth of such dues from the second regular salary check of the teacher each month for ten months, beginning in September and ending in June of each year.
- B. Deductions for teachers employed after the commencement of the school year shall be appropriately prorated to complete payments by the following June.
- C. In the event that such an authorization is not signed and returned to the school business office for a period of thirty (30) days following the commencement of employment of the teacher, the Board agrees that in order to effectuate the purposes of the Public Employment Relations Act and the Agreement, the services of such a teacher shall be discontinued immediately.
- D. The procedure in all cases of discharge for violation of this article shall be as follow:
 - 1. The Association shall notify the teacher of non-compliance by certified mail, return receipt requested. Said notice shall detail the non-compliance and shall provide ten (10) days for compliance, and shall further advise the recipient that a request for discharge may be filed with the Board in the event compliance is not effected.
 - A. The Association agrees to assume the legal defense of any suit or action brought against the Board regarding this article of the collective agreement. The Association further agrees to indemnify the Board for any damages and interest thereon which may be assessed against the Board as the result of said suit or action, subject however, to the following condition:
 - 1. The damages have not resulted from the negligence, misfeasance or malfeasance of the Board or its agents.
 - 2. The Association, after consultation with the Board, has the right to decide whether or not to appeal the decision of any court or other tribunal regarding the validity of the section or the defense which may be assessed against the Board by any court or tribunal.
 - 3. The Association has the right to choose the legal counsel to defend any said suit or action.
 - 4. The Association shall have the right to compromise or settle any claim made against the Board under this section.

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

ARTICLE V

PROFESSIONAL COMPENSATION

- A. The salaries of teachers covered by this Agreement are set forth in the Appendix "A" which is attached to and incorporated in this Agreement. Such salary schedule shall remain in effect during the term of this Agreement.
- B. The salary schedule for teachers shall be adopted by the Board through negotiations with the Association. All teachers are to be hired on the basis of this schedule.
- C. The Superintendent of Schools may recommend that teachers with a degree in education be given credit for up to five (5) years experience on the salary schedule providing that they had five (5) years of experience in other schools. Those teachers who have previously received more than 5 years of outside credit are grandfathered in at the level they are at.
- D. Teachers will be paid in 26 installments, every other week commencing in September and ending the following August. Pay checks will be issued on Thursday instead of Friday (except when not available because of computer processing).
- E. 1. The Administration will post the availability of all club and class sponsorships within the building for a two-week period. If the positions have not been filled, the Administration will offer the club sponsorships outside of the building to the general public. The Administration may assign teachers on a rotating basis for class sponsorship. The Administration will not assign teachers to club sponsorship, except those required for special funding.
 - 2. Assignments to supervise activities:

Assignments to supervise athletic events will not be mandatory.
Assignments for supervision of class dances will be mandatory after seeking volunteers among the staff.

3. "In the event of a vacancy, coaching positions will be offered to Bargaining Unit employees or laid off Bargaining Unit employees who are qualified pursuant to the Board's determination. In the event no qualified candidates apply, outside applications will be solicited."

ARTICLE VI

SICK LEAVE ALLOWANCE

- A. Each teacher employed by the Board shall be allowed ten (10) days sick leave each year. Any teacher who is absent, because of a injury or disease compensable under the Michigan Workmen's Compensation Law shall receive from the Board the difference between his regular salary and the allowance under the Workmen's Compensation Law, providing that he has sick leave credit. For each day of compensation the teacher shall have one-third (1/3) day subtracted from his sick leave credit.
- B. Unused sick leave is to be credited to each teacher's sick leave account until a maximum of ninety (90) days is reached (for 83-84); 95 days is reached (for 84-85); and 100 days is reached (for 85-86).
- C. A statement of his sick leave account will be presented to each teacher not later than September 30th of each year.
- D. A teacher reporting to duty at the beginning of his work period who is forced to leave because of illness or accident any time after two hours of duty will be considered absent for sick leave purpose, one half day. If forced to leave one and one-half hours after the beginning of the afternoon session, he is to be considered present for the entire day and no deductions of salary or sick leave is to be made. A teacher who knows by 7:00 a.m. that he will be absent because of illness must report to the Superintendent, Principal or Lead Teacher prior to this time on the day or days of his inability in order to be eligible for sick pay. At the discreation of the Administration, the teacher may be granted sick pay if illness or accident occurs between 7:00 a.m. and the time of reporting at school.
- E. The teacher shall, upon reasonable request of the Superintendent, present a doctor's certificate or other proof of illness to the Board covering all the period of absence for which he is to be paid.
- F. A new teacher must actually enter upon the execution of his contract with the Board in order to be eligible for sick leave credit.
- G. Holidays occurring during illness shall not be considered deductible from the teacher's sick-leave accumulation.
- H. When a teacher has exhausted his sick-leave, deductions from salary shall be $1/182\frac{1}{2}$ of the yearly salary for regularly employed teachers for each day of absence.
- I. No payment of sick-leave shall be made beyond the date of resignation, death or retirement of a teacher.

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Teachers shall be informed of a telephone number they may call before 7:00 a.m. to report unavailability. It shall be the responsibility of the Administration to arrange for a substitute teacher.

- Up to 20 days per teacher may be borrowed from a sick leave bank if a teacher has a specific need for more days than he/she has accumulated.

- Minimum 5 years of service to qualify.

- Payback at a rate of 5 days per year.

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Α.

- The teacher who desires to use the sick leave bank must request it through the association.

- If he/she leaves the district, he/she must pay back the days owed at their particular daily rate.

- It is the responsibility of the local association to reimburse the Board of Education in the event that the Board cannot collect for the un-reimbursed days when a teacher leaves the district.

- Provided also that if a teacher is indebted to the school district for unearned sick leave at the time of termination of his or her employment, the school district shall have the right to deduct the value of same from the final paycheck due to said teacher.

ARTICLE VII

LEAVES OF ABSENCE

Teachers may be granted leave of absence for the following reasons:

- 1. Conscription in the armed services of the United States shall be granted in accordance with Act 145 (1943), as amended.
- 2. Maternity leave of absence.
- 3. The Board shall grant two (2) leaves of absence to individuals who request the same; provided that an adequate, qualified replacement can be retained. Nothing in this change shall be interpreted to prevent the Board from granting more than 2 leaves of absence in a given year.

A teacher on leave must give the Board notice of his/her intention to return to work on or before March 15th. Failure to provide notice or failure to return shall result in the loss of all seniority, contract rights.

B. A military leave of absence shall be granted to any teacher who shall be inducted into military service or who shall enlist because of notice of induction. Such a leave of absence shall apply for a minimum term of induction or in the case of enlistment in that particular branch of the armed services enlisted in. Upon return from such leave, a teacher shall be placed at the same position on the salary schedule as he would have been had he taught in the District during such period. Return from such leave shall be in accordance with paragraph "A" Item "1" above.

C. Maternity Sick Leave

A female employee may be entitled to elect to use her accumulated sick leave for maternity leave, under the following circumstances:

- 1. A pregnant employee should notify the personnel office as soon as she has confirmation of her pregnancy and shall accompany such notice with a physician's written statement setting forth that she is physically able to continue working.
- 2. Subsequent physician's statements may be required by the Board.
- The pregnant employee must request, in writing, a maternity sick leave of absence at least thirty (30) school days prior to the expected date for such leave, or in case of an emergency, as soon as is reasonably possible.
- 4. The teacher may use her accumulated sick leave while on a maternity leave if she is unable to work due to her pregnancy. When she has no available sick leave remaining, her status shall be that of an unpaid leave.
- 5. Before the employee can return from leave, she must submit a physician's statement confirming her physical ability to perform all the regular and normal duties and functions of her position.
- 6. Any teacher who uses this section must return when she has received the appropriate physician's approval. If, after having the child, she elects not to return to work when physically able to, she will then be considered a voluntary retirement, however additional leave of absence time may be considered by the Board of Education upon request as indicated in Section A of this Article.
- D. Jury Duty: Any teacher called for jury duty during school hours or who is subpoenaed to testify during school hours in any judicial or administrative matter shall, upon the endorsement of his/her witness fee or jury fee check to the school district, receive full salary for such time.

ARTICLE VIII

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EMERGENCY LEAVE

Emergency Leave:

- A. In the event of critical illness or other emergency, in the teacher's own household, or for the death of a relative outside of the immediate family, or for persons where the closeness of the relationship would warrant, a reasonable amount of lost time will be allowed the teacher with loss of pay or sick-leave. This is to be at the discretion of the Superintendent.
- B. In the event of death in the immediate family, father, mother, brother, sister, spouse, child, or grandparents, the teacher will be granted four (4) days leave without loss of pay. Two (2) additional days will be allowed but must be taken from sick leave.

ARTICLE IX

CLASSROOM SUBSTITUTION

- A. Teachers will be required to substitute in a classroom only in an emergency resulting from the following: (The refusal of a teacher to substitute in a non-emergency situation will not be reflected in any evaluation procedure or result in any disciplinary action).
 - 1. Illness of a teacher occurring after the daily school session commences.
 - 2. A teacher is unexpectedly required to be absent after school starts.
 - 3. Because of the time of occurrence of an illness or emergency a teacher is unable to notify the administration enough in advance to arrange for a substitute.
 - 4. Failure of a substitute to arrive shall be considered an emergency.
- B. Teachers will not be expected to substitute in a classroom for a period exceeding one day or until the administration can arrange for a substitute, which ever is longer, for each emergency outlined in paragraph "A" above.
- C. Teachers will be paid \$8.00 per class period for every period of substitute teaching.

ARTICLE X

TEACHER EVALUATION

A. A formal evaluation is the written observations made by the Administration on the classroom performance of a teacher. It shall be made according to guidelines and on forms that were agreed upon and are included at the end of this contract.

- B. Formal evaluation of all teachers shall be the responsibility of the Administrative personnel. Copies of evaluations shall be given to each teacher as they are made.
- C. Where improvement is needed, recommendations shall be given and each teacher shall be made conscious of his progress through conferences and visits with the school principal or superintendent.
- D. In the event that the teacher feels his evaluation was incomplete or unjust, he may put his objections in writing and have them attached to the evaluation report to be placed in his personal file.
- E. Formal evaluations of the work performance of a teacher shall be conducted openly and with full knowledge of the teacher. The use of eavesdropping, closed circuit TV, public address or audio systems and similiar surveillance devices shall be strictly prohibited for formal evaluations.
- F. Each teacher shall have the right upon request to review the contents of his own personal file. A representative of the Association may be requested to accompany the teacher in such review.
- G. The teacher evaluation form and guidelines will be made available to all teachers.
- H. Nothing contained in this Article shall be construed to abridge or limit the Board's right to place comments and criticisms in a teacher's file. Such material shall be factual and any such material if placed in a teacher's file and found to be untrue, shall be removed from said file. However, no material shall be placed in a teacher's file until the teacher is given the opportunity to review such material. The teacher shall have the right to append any comments relative to such material.

ARTICLE XI

TEACHING CONDITIONS

- A. The parties recognize that the availability of optimum school facilities for both student and teacher is desirable to insure the high quality of education that is the goal of both the teacher and the Board. It is also acknowledged that the primary duty and responsibility of the teacher is to teach, and the organization of the school and the school day should be directed at insuring a major portion of the energy of the teacher is directed to this end.
- B. The Board recognizes that appropriate texts, library reference facilities, maps and globes, laboratory equipment, audiovisual equipment, athletic equipment, current periodicals, and similar

materials are the tools of the teaching profession. The parties will confer from time to time for the purpose of improving the selection and use of such tools. Each teacher will be provided with at least one lockable unit (teacher's desk, file cabinet, or storage cabinet). The Board shall endeavor to undertake as promptly as practicable to implement all joint decisions made by its representative and the Association. The Board agrees at all times to keep the schools as reasonably equipped and maintained as practicable.

- C. Teacher's aides may be employed by the Board, when possible, to relieve teachers (grade school) of cafeteria, patrol, and/or other extra duties.
- D. Telephone facilities shall be made available to teachers for their reasonable use in a principal's office.
- E. The Board will provide parking facilities for teachers as close to the school building as practicable. The designated area will be posted "Teacher Parking Only." It is agreed that the Board has the right to relocate said area. "The parking situation at the Hermansville buildings will continue to be used as in the past and will be acceptable for meeting the provisions for the contract."
- F. A 20-minute recess break shall be provided for each elementary teacher during the a.m. and p.m.
- G. Any complaint by any individual directed toward a teacher will be promptly called to the attention of the teacher at the discretion of the Superintendent. Any complaint not brought to the teacher's attention shall not be included in the teacher's personal file nor be used in any disciplinary action.
- H. Teachers shall be expected to exercise reasonable care with respect to the safety of students and property, but shall not be individually liable, except in the case of negligence or neglect of duty.
- I. Retirement age shall be the age allowed for mandatory retirement in accordance with applicable law.
- J. Every junior and senior high school teacher shall have a conference period each day.
- K. Deleted.
- L. Under no conditions will a teacher be required to drive a school bus as part of his regular assignment.
- M. The Board shall make available to each school building complex, one room, as presently furnished, which shall be reserved for use as a faculty lounge in which smoking shall be permitted.
- N. The Superintendent of Schools shall determine what conferences will be attended and recommend the personnel. Teachers attending authorized conferences out of the district, or within the district

when their presence is required after 6:00 p.m. or on weekends, of an in-service nature will be reimbursed for expense incurred attending such conferences as follows:

- 1. Travel expense at the rate of 20¢ per mile at the discretion of the Superintendent.
- 2. Meals not to exceed \$12.00 per day.
- 3. Lodging not to exceed \$15.00 per day.
- 4. An itemized statement of expenditures must be presented in order to receive payment.
- 5. Teachers shall suffer no loss of pay attending authorized conferences.
- 0. When practicable, the Board will endeavor to maintain the ratio of pupil to total classroom teachers within the district not to exceed 25 to 1 in grades K to 1; not to exceed 30 to 1, in grades 2 through 12, with the exception of physical education classes, and the Board agrees to provide for Association involvement in any proposed increases in above ratios.

If the pupil-teacher ratio exceeds 25-1 in grades kindergarten and lst, the Board will provide at least 3 hours of aide time in each such classroom that is over the 25 recommended limit. A part of this time may be student assistance.

- P. All teachers shall have a minimum of 30-minute duty-free lunch period, to be scheduled by the Administration to correlate with the school needs, and to be scheduled between the hours of 11:00 -1:00 p.m. with the following exceptions:
 - on days of inclement weather or in case of emergency situations, teachers may be requested to perform duties during part of their scheduled lunch period.

ARTICLE XII

HEALTH

- A. Before being placed under tenure, each teacher may be asked to submit to a general physical examination including a chest X-ray and blood test at the discretion of the Superintendent. Selection and payment of the physician will be made by the Board.
- B. In the event that the results of the examination are not acceptable to either party, the service of a recognized clinical hospital may be obtained for this examination. The results of the clinical examination supersedes that of the original physician. Expense is to be borne by the dissatisfied party. The Board may require any teacher to submit to a physical examination at any time. Such examination to be paid for by the Board.
- C. In the case of partial disability which may incapacitate the teacher from discharging his full teaching duties, such teacher's assignment may be adapted to his ability and proportional salary adjustments made, or the teacher may be given an unpaid leave of absence in accordance with the provisions of the Michigan Teacher Tenure Act.

ARTICLE XIII

NEGOTIATION PROCEDURES

Α.

- The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Board and the Association, for the life of this Agreement, each voluntarily and unqualifiedly waives the right and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated or signed this Agreement, provided that both parties agree to continue to negotiate in good faith with each other regarding teacher reductions in personnel until such time as an agreement thereon is consummated.
- B. At least sixty (60) days prior to the expiration of this Agreement, the parties will begin negotiations for a new Agreement covering wages, hours, and terms and conditions of employment of teachers employed by the Board.
- C. In any negotiations described in this Article, neither party shall have any control over the selection of negotiations or bargaining representatives from within or outside the school district. It is recognized that no final agreement between the parties may be executed without the ratification of the majority of the Board and of the membership of the Association.

ARTICLE XIV PROFESSIONAL GRIEVANCE PROCEDURE

A. A grievance shall be defined as a claim by a teacher or the Association that there has been a violation, misinterpretation or misapplication of any provision of the Agreement except that a claim or dispute involving the discharge or domotion of a tenure teacher shall not be subject to the grievance procedure.

Any matter involving administrative evaluative judgement as opposed to evaluative procedure shall not be subject to the grievance procedure not shall any grievance involving evaluation entitle a probationary teacher to reinstatement or tenure or its equivalent in money.

B. The grievant may invoke the formal grievance procedure on the form set forth in Appendix D, signed by the grievant and a representative of the Association, which form shall be available for the Association representative in each building. A copy of the grievance form shall be delivered to the principal or supervisor. If no grievance involves more than one school building, it may be filed with the Superintendent or a representative designated by him. All grievances must be filed twenty (20) days from the time when, through reasonable diligence, the violation should have been discovered.

- C. Within five (5) school days of receipt of the grievance, the principal or supervisor shall meet with the Association in an effort to resolve the grievance. The principal or supervisor shall indicate his disposition of the grievance in writing within five (5) days of such meeting, and shall furnish a copy there of to the Association.
- D. If the grievance is not settled pursuant to paragraph C or no disposition is made within the time limits specified therein, the grievance shall be transmitted to the next step within five (5) days. Within five (5) days of receipt of the grievance, the Superintendent or his designee shall meet with the Association in an attempt to resolve the grievance; the Superintendent or his designee shall indicate his disposition regarding the grievance in writing within five (5) days of such meeting, and shall furnish a copy thereof to the Association.
- E. If the Association is not satisfied with the disposition of the grievance by the Superintendent or his designee, or if no disposition has been made within five (5) days of such meeting, the grievance shall be transmitted to the Board within five (5) days thereafter, by filing a written copy thereof with the Secretary or other designee of the Board. The Board, no later than its next regular meeting shall hold a hearing on the grievance, review such grievance in executive session, or give such other consideration as it shall seem appropriate. Disposition of the grievance in writing by the Board shall be made no later than seven (7) days thereafter. A copy of such disposition shall be furnished to the Association.
- F. If the Association is not satisfied with the disposition of the grievance at Level E, it may, within ten (10) days after the decision of the Board, refer the matter for arbitration to the American Arbitration Association, in writing, and request the appointment of an arbitrator to hear the grievance. (In addition, the termination of non-renewal of a probationary teacher or extension of the probationary period for a teacher, shall not be taken to arbitration.) If the parties cannot agree as to the arbitrator, he shall be selected by the American Arbitration Association in accord with its rules which shall like-wise govern the arbitration proceeding. The Board and the Association shall not be permitted to assert in such arbitration proceeding any ground or to rely on any evidence not previously disclosed to the other party. The arbitrator shall have no power to alter, add to, or subtract from the terms of this Agreement. Both parties agree to be bound by the award of the arbitrator and agree that judgement thereon may be entered in any court of competent jurisdiction.

- G. The fees and expenses of the arbitrator shall be shared equally by the parties.
- H. If he shall have been found to have been improperly deprived of any professional compensation or advantage, the same shall be paid to him.
- I. The time limits provided in this Article shall be strictly observed but may be extended by written agreement of the parties. In the event a grievance is filed after May 15th of any year and strict adherence to the time limits may result in hardship to any party, the Board and the Association shall use their best efforts to process such grievance prior to the end of the school term or as soon thereafter as possible.
- J. If an individual teacher has a personal complaint which he desires to discuss with a supervisor, he is free to do so without recourse to the grievance procedure. However, no grievance shall be adjusted without prior notification to the Association and opportunity for an Association representative to be present, nor shall any adjustment of a grievance be inconsistent with the terms of this Agreement. In the administration of the grievance procedure, the interests of the teachers shall be the sole responsibility of the Association.
- K. The term "days" as used herein in the grievance procedure shall mean "Work/Business" days of the school district being Monday through Friday exclusive of legal holidays or days on which the business office is closed.

ARTICLE XV

PERFORMANCE CONTRACTING - Deleted

ARTICLE XVI

Moved to Page 27

ARTICLE XVII

ASSOCIATION DAYS

Α.

At the beginning of every school year, the Association shall be credited with ten (10) days to be used by teachers who are officers or agents of the Association. The Association agrees to notify the Superintendent no less than twenty-four (24) hours of the date for intended use of said leave.

ARTICLE XVIII

TEACHING HOURS

A. The regular work hours for all teachers are 8:20 a.m. to 3:40 p.m. Teachers are to remain until 3:40 p.m., at the close of the school day to attend to those matters which properly require attention at that time, including consultations with parents when scheduled directly with the teacher, except that on Fridays or on days preceding holidays or vacations, the teacher's day shall end at the close of the pupil's day.

ARTICLE XIX

PERSONAL DAYS

A. At the beginning of every school year each teacher shall be credited with two (2) days to be used for the teacher's personal business. Personal business shall be defined as business of a nature which cannot otherwise be transacted during off duty hours. A teacher planning to use a personal business day shall notify the Superintendent at least three (3) days in advance (except in case of emergency) of the reason therefore. Personal business shall not be used to extend any vacation or holiday nor to participate, assist, aid or abet in picketing in any school district. Personal business days may be accumulated to 5 total days, beginning with the 1983-84 contract year.

ARTICLE XX

QUALIFICATIONS AND ASSIGNMENTS

A. The Board shall endeavor to hire only teachers for regular full-time teaching positions who have Bachelor Degrees from accredited Colleges or Universities and who have Provisional, Continuing, or Permanent Certificates. If the Association has a question over the assignment of a teacher who does not have a Bachelor Degree or who does not have a Provisional, Continuing, or Permanent Certificate, the Association may request, in writing, a meeting with the Superintendent to discuss the assignment.

- B. Teaching assignments shall be made, at the discretion of the Administration, within the areas of teacher competence, teaching certificates, or their major or minor field of study, except temporarily and for good cause. Teachers who are affected by a change of subject assignment in the secondary schools will be notified and consulted by their Principal as soon as practicable after the change is known to the Administration and the Board consultation with the Association shall precede such change.
- C. The Board agrees that should it become necessary for a teacher to be assigned outside the limits of his teaching certificate, or major or minor fields of study, such teacher shall be kept fully informed of his status with regard to certification. In case of a necessary reduction in personnel, the teacher so assigned outside his major or minor field of study shall retain the same seniority as if he had been teaching in his major or minor field.
- D. In the event a teacher with a secondary certificate is transferred to an elementary school, the Board will provide in-service education in child growth and development and the teaching of reading and modern math at no expense to the teacher.

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Returning teachers will be informed of the coming year's assignments by May 1st of the current school year. If change in assignment is necessitated beyond that date, the principal will make a reasonable effort to notify and consult with the teacher. In no event will changes in the teacher's assignments be made later than the end of August preceding the commencement of the school year, unless an emergency situation exists and the Association is notified.

ARTICLE XXI

PROFESSIONAL BEHAVIOR

- A. Teachers shall comply with reasonable rules, regulations, and directions from time to time adopted by the Board or its representatives which are not inconsistent with the provisions of this Agreement, provided that a teacher may reasonably refuse to carry out an order which threatens physical safety or well-being. All rules, regulations and directions that the teachers are expected to comply with, that are adopted by the Board or its representatives shall be provided each teacher in written form.
- B. The Association recognizes that abuses of sick leave or other leaves, chronic tardiness or absence, willful deficiencies in professional performance, or other violations of discipline by a teacher reflect adversely upon the teaching profession and create undesirable conditions in the school building. Alleged breaches of discipline or the code of ethics of the education profession shall be promptly reported to the offending teacher and to the Association. The Association will use its best efforts to correct breaches of professional behavior by any teacher, and in appropriate cases, may institute proceedings against the offending teacher.

ARTICLE XXII

VACANCIES, PROMOTIONS AND TRANSFERS

- A. A "vacancy" shall refer to a position or office that is unoccupied because of retirement, death, termination of service, transfer, promotion, demotion, exchange of positions or any other reason which leaves the position or office vacant.
- B. A "transfer" shall refer to any move or change of position within the school system whether horizontal or vertical in either direction.
- C. A "promotion" is an upward change in position which results in additional compensation for additional duties or responsibilities performed during the regular working day. Promotions are not meant to include the taking on of additional duties of connection with extra-curricular or extra duty activities.

Ε.

- D. The promotional positions are: Assistant Principal, Elementary Principal, Coordinator, Department Head, Department Chairman, Athletic Director.
- E. Whenever a vacancy or new position occurs which is defined in Section "A" above, the superintendent shall promptly notify the Association and post notice of same on bulletin boards in each school building for no less than one week 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:

 Teachers with specific interests in possible vacancies will notify the Superintendent of their interest, in writing, during the last regular week of school and shall include a summer address.
 Should a vacancy occur, the teachers who have expressed an interest in said position or a similar position shall be contacted by the Superintendent and notified of the vacancy.
 The teachers so notified shall have the responsibility of contacting the Superintendent indicating their interest in said position within three days of receiving such notification.

The Board will endeavor to fill vacancies from within its own teaching staff when possible. Vacancies shall be filled on the basis of the experience, compentence and qualifications of the applicant's length of service in the district, and other relevant factors.

F. By May 1st of each year, teachers may request transfers, as defined in Section "B" above to a different class, building, or position for the ensuing school year commencing the following September. All requests for transfer must be made im writing on forms furnished by the Board, one copy of which shall be filed with the Association. The applications shall set forth the reasons for transfer, the school, grade or position sought, and the applicant's qualifications. Such requests shall be renewed once each year to assure active consideration by the Board.

If all parties, the teacher, the principal of the school (or supervisor) to which the teacher wishes a transfer and the office are in favor of such transfer, then the transfer shall take place. If all parties as mentioned above are not in agreement, then the Superintendent of Schools decision shall be final.

G. Since the frequent transfers of teachers from one school to another is disruptive of the educational process and interfers with optimum teaching performance, the parties hereby agree that unrequested transfers of teachers are to be minimized and avoided whereever possible.

The Superintendent or his designee shall notify in writing the affected teacher of the reasons for an involuntary transfer. In the event where an involuntary transfer is necessary, consideration shall be given to the following:

- 1. Qualifications of the affected teacher;
- 2. Qualifications required for the assignment;
- 3. Needs of the receiving school;
- 4. Probationary status;
- 5. Length of service in the District;

6. Welfare of the teacher.

The above considerations are not listed in any order of importance.

- H. In case of an involuntary transfer, the teacher being so moved shall retain all seniority of his previous position.
- I. Any teacher who shall be transferred to a supervisory or executive position and shall later be transferred to a teacher status shall be entitled to all rights he would have had, under this Agreement, if he had taught in the district during the time he served in such position. However, no transfer from a supervisory position shall cause the replacement of any teacher at the time of transfer.
- J. Whenever a vacancy occurs which is a promotion as defined in Sections "C" and "D" above, the superintendent shall promptly notify the Association and post notice of same on bulletin boards in each school building for no less than one week 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:

 Teachers with specific interests in possible vacancies will notify the Superintendent of their interest, in writing, during the last regular week of school and shall include a summer address.
 Should a vacancy occur, the teachers who have expressed an interest in said position or a similar position shall be contacted by the Superintendent and notified of the vacancy.

3. The teachers so notified shall have the responsibility of contacting the Superintendent indicating their interest in said position within three days of receiving such notification.

K. If requested, unsuccessful applicants may be given reasons for not attaining the position.

ARTICLE XXIII ACADEMIC FREEDOM

A. Freedom of individual conscience, association and expression will be encouraged and fairness in procedures will be observed both to safeguard the legitimate interests of the schools and to exhibit by appropriate examples the basic objectives of a democratic society.

ARTICLE XXIV DISCIPLINE

A. Teachers shall be responsible for creating and maintaining conditions conducive to learning and discipline. Since the teacher's authority and effectiveness in his classroom are undermined when the students discover that there is insufficient administrative backing and support of the teacher, the Board recognizes that the Administration will give all reasonable support and assistance to the teachers with respect to maintenance of control and discipline in the classroom. The Board further recognizes that the teacher may not fairly be expected to assume the role of warden or custodian for emotionally disturbed students nor to be charged with responsibility for psychotherapy. Whenever it appears that a particular pupil required the attention of special counselors, social workers, law enforcement personnel, physicians or other professional persons, or whenever it appears that the presence of a particular student in the class will impede the education of the balance of the class because of disruptions caused by said student as outlined in Section D, the Administration will take reasonable steps to relieve the teacher of responsibilities with respect to such pupils.

Β.

It is recognized that discipline problems are less likely to occur in classes that are well taught and where a high level of student interest is maintained. It is likewise recognized that when discipline problems occur, they may most constructively be dealt with by encouragement, praise, and emphasis upon the child's desirable characteristics. A teacher may use such force as is necessary to protect himself, a fellow teacher or an administrator from attack or to prevent injury to another student.

- C. Any case of assault by a student upon a teacher while on duty shall be promptly reported to the Board or its designated representative. The Board will provide legal counsel to advise an assault and shall render all reasonable assistance to the teacher in connection with handling of the incident by law enforcement or judicial authorities, provided that the Board in its sole discretion determines that the teacher has acted within the scope of Board policy for professional behavior.
- D. In the event a teacher excludes a student from his class for disciplinary purposes, the teacher must furnish the Principal full particulars of the incident in writing and may be requested to meet with the Principal to review the background and proper steps to be taken. Failure to follow these procedures could lead to disciplinary action against the teacher.
- E. School authorities will endeavor to achieve correction of student misbehavior through counseling and interviews with the child and his parents when warranted. Transfer of the student to another teacher or other measures, short of suspension, will first be exhausted. A procedure for disciplinary action and suspension of a student from school will be established by the Board, copies of which will be provided each teacher.
- F. No teacher shall be disciplined, reprimanded, reduced in compensation nor be deprived of any professional advantage without just cause. Any discipline, reprimand, or reduction in compensation, which is not covered by the Michigan State Tenure Act shall be subject to the grievance procedure set forth herein. It is understood that the Board's decision to discharge or demote a probationary teacher is not arbitrable. All information forming the basis for disciplinary action will be made available to the teacher and the Association.
- G. A teacher shall have the right to have a union representative present any any time when he/she is being disciplined. If an Association representative is requested, no action shall be taken with respect to disciplinary action until such representative of the Association is present, and notification for the disciplinary action is given. No longer than two (2) school days may lapse before such action is taken.

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- H. Disciplinary action shall be defined as any warning, reprimand, suspension, time off without pay, or discharge.
- I. The time lost by a teacher in connection with any disciplinary action as described in Sections A through E hereof shall not be charged against the teacher.
- J. The Board shall be expected to exercise reasonable care with respect to the safety of teachers and their personal property, but shall not be liable, except in the case of negligence or neglect of duty.
- K. In the event that a teacher excludes a student from his class for disciplinary purposes as indicated in paragraph D above, the principal shall provide the teacher with full particulars in writing about the steps taken to correct the problem before the student is readmitted to class.
- L. Teachers shall not be responsible for any discipline at school activities beyond that displayed by the Administration and the Board.

ARTICLE XXV

MISCELLANEOUS

- A. All teachers hereafter employed by the Board for extra duty capacities shall be employed without tenure in accordance with the provisions of the Michigan Tenure Act (Act 4 of the Public Acts of 1937, Extra Session), as amended from time to time.
- B. The non-tenure status of all extra duties of teachers for which extra compensation paid shall be stipulated in all salary notices furnished to such teachers.
- C. This Agreement shall supersede any rules, regulations or practices of the Board which shall be contrary or inconsistent with its terms. If any provision of this Agreement or any application of the Agreement to any teacher or group of teachers shall be found contrary to law, then such provision or application shall not be deemed valid, but all other provisions or applications shall continue in full force and effect.

- D. Any individual contract between the Board and an individual teacher heretofore executed shall be subject to and consistent with the terms and conditions of this Agreement and any individual contract hereafter executed shall be expressly made subject to and consistent with the terms of this or subsequent agreements to be executed by the parties.
- E. Copies of this Agreement shall be printed at the joint expense of the Board and the Association. The board shall furnish all material and the Association shall furnish all labor for typing and duplicating this agreement. Copies of this Agreement shall be presented to each teacher now and hereafter employed, to the Administration, and to the Board.
- F. The Board shall provide, to the Local Association President, a list of the teachers by October 1st - listing their names, in order by most years of service in the school district to the least and stating areas of certification and degree (credits).

ARTICLE XXVI

REDUCTION OF STAFF CLAUSE

In the event the Board must reduce the number of certificated staff in its employ due to the lack of available operational funds or due to a reduction in student enrollment, the Board shall be empowered to dismiss any number of teachers necessary. In dismissing teachers, the Board agrees that it will release substitute teachers and probationary teachers first provided there are tenure teachers available and professionally qualified to replace the substitute and probationary teachers being dismissed.

In the event it becomes necessary to reduce professional staff beyond substitute teachers and probationary teachers, professional qualifications and seniority within the school system shall be the basis for said reduction provided that a tenure teacher higher in seniority can successfully fulfill the assignment of the tenure teacher being released. In recalling tenure teachers whose services have been terminated because of a necessary reduction in staff, the basis for reappointment shall be seniority within the school system in the position for which the teacher is certified and qualified.

Laid off teachers who wish to return to the district shall inform the administration in writing annually by June 1. Failure to do so shall indicate that the teacher is no longer interested in filling a vacancy on the staff.

The Board shall give written notice of recall from layoff by sending a registered letter to the affected teacher at his last known address. It shall be the responsibility of each teacher to notify the Board of any change in address. The teacher's address as it appears on the Board's records shall be conclusive when used in connection with layoffs, recall or other notice to the teacher. If a teacher fails to report to work within ten (10) days from date of receipts of the recall, unless an extension is granted in writing by the Board, said teacher shall be considered as a voluntary quit and shall thereby terminate his individual employment contract and any other employment relationship with the Board.

It is further agreed that any layoff pursuant to this Article shall automatically suspend for the duration of the layoff, the Board's obligation to pay salary or fringe benefits for any laid off teacher's individual or supplemental employment contract or under this collective bargaining agreement and that the recalled teacher shall be returned to the salary schedule at the same position he was at the time of layoff.

In conjunction with Article XXV, Paragraph D, which provides that the individual contract executed between each teacher and the Board is subject to the terms and conditions of this Agreement, it is intended that this contract and the individual contract is expressly conditioned upon the Article.

Except in the event of an emergency, all teachers to be laid off shall be given at least thirty (30) days written notice. The official action of the Board at a public meeting shall constitute written notice.

"During a period of impending lay-offs the employer shall grant all requests for voluntary lay-offs; providing there is a teacher certified and qualified for said position. Teachers who indicate their willingness to accept lay-off, as a more senior member of the Bargaining Unit and are subsequently laid off, may reclaim their teaching position once his or her stated period of lay-off expires. (Seniority does not accrue during lay-off)."

1983-84 School Calendar

1 -t Creding Doried	Teacher Work Days	Student Days	
1st Grading Period	1	0	*Teachers meetings & preparation: Mon. Aug 29th
Aug. 29	4	4	
Sept. 12-16 Sept. 19-23	5	5	*1st day of school for students: Tue. Sept. 13th
	5	5	
Sept. 26-30	5	5	*End of 1st grading period: Fri. Nov. 11th
Oct. 3-7 Oct. 10-14	5	5	
	5	5	
Oct. 17-21	5	5	
Oct. 24-28 Oct. 30-Nov. 4	5	5	
	5	5	
Nov. 7-11	(45)	(44)	
2nd Grading Period			
Nov. 14-18	4	3	*Parent-Teacher Conferences-no school: Wed.
Nov. 21-25	3	3	Nov. 16th (1-5 & 6-8 p.m.)
Nov. 28-Dec. 2	5	5	
Dec. 5-9	5	5	*Hunting Season-no school: Tue. Nov. 15th
Dec. 12-16	5	5	
Dec. 19-23	5	5	*Thanksgiving break-no school: Thurs. Nov. 24th &
Jan. 3-6	4	4	Fri. Nov. 25
Jan. 9-13	5	5	*Christmas vacation-no school: Dec. 24-Jan. 2
Jan. 16-20	5	5	*School resumes: Tue. Jan. 3
Jan. 23-27	5	5	*End of 1st semester: Fri. Jan. 27
	(46)	(45)	
`3rd Grading Period			
Jan. 30-Feb. 3	5	5	
Feb. 6-10	5	5	
Feb. 13-17	5	5	
Feb. 20-24	5	5	
Feb. 27-Mar. 2	5	5	
Mar. 5-9	5	5	
Mar. 12-16	5	5	
Mar. 19-23	5	5	
Mar. 26-30	5	5	*End of the 3rd Grading Period: Fri. Mar. 30th
	(45)	(45)	
4th Grading Period			*Present Teacher Conferences-Wed Anr Ath
April 2-6	5	5	*Parent-Teacher Conferences-Wed. Apr. 4th
April 9-13	5	5	Close at 1:00 (2-5 & 6-8)
April 16-19	4	4	Ann 20 E
April 24-27	4	4	*Easter Break-no school: Fri. Apr. 20 &
Apr. 30-May 4	5	5	Mon. Apr. 23
May 7-11	5	5	*Memorial Day-no school: Mon. May 28th
May 14-18	5	5	*Last day of school for students: Thurs. June 7th
, May 21-25	5	5	*Last day of school for teachers: Fri. June 8th
May 29-June 1	4	4	
June 4-8	4 ¹ ₂	4	
	(46^{1}_{2})	(46)	
TOTALS	182 ¹ / ₂	180	

TOTALS182½180NOTE:Any days for which school is closed due to emergency situations and which do not
qualify for state aid purposes, the board of education will reschedule the missed days.

1984-85 School Calendar

let Grading Period	Teacher Work Days	Student
1st Grading Period Aug. 27-31	5	Days 4 * Mon. Aug. 27 - Teacher Preparation
Sept. 3-7	4	4
Sept. 10-14	5	5 *Tues. Aug. 28 - 1st day of school
Sept. 17-21	5	5
Sept. 24-28	5	5 *Mon. Sept. 3 - no school - Labor Day
Oct. 1-5	5	5
Oct. 8-12	5	5 *Fri. Oct. 26th - end of the first grading per
Oct. 15-19	5	5
Oct. 22-26	5	5
	(44)	(43)
2nd Grading Period		
Oct. 29-Nov. 2	5	4 *Wed. Oct. 31 - no school - Parent-Teacher Con
Nov. 5-9	5	5 (1-5 & 6-8 p.m.)
Nov. 12-16	3	3
Nov. 19-23	3	3 *Nov. 15 & 16 - no school - hunting season
Nov. 26-30	5	5
Dec. 3-7	5	5 *Nov. 22 & 23 - Thanksgiving break
Dec. 10-14	5	5
Dec. 17-21	5	5 *Dec. 22-Jan. 2 - Christmas vacation
Jan. 3-4	2	
Jan. 7-11	5	5 *Fri. Jan. 18 - end of the 1st semester
Jan. 14-18	5	5
	(48)	(47)
3rd Grading Period		
Jan. 21-25	5	5
Jan. 28-Feb. 1	5	5
Feb. 4-8	5	5
Feb. 11-15	5	5
Feb. 18-22	5	5
Feb. 25-Mar. 1	5	5
Mar. 4-8	5	5
Mar. 11-15	5	
Mar. 18-22	5	5 *Fri. Mar. 22 - end of 3rd grading period
	(45)	(45)
4th Grading Period		
Mar. 25-29	5	5 *Wed. Mar. 27 - 1:00 dismissal - Parent-Teache
April 1-5	3	3 Conf. $(2-5 \notin 6-8 \text{ p.m.})$
April 8-12	4	4 *April 4-5-8 - Easter break - no school
April 15-19	5	5
April 22-26	5	5
April 29-May 3	5	5
May 6-10	5	5
May 13-17	5 5 5	5 *Mon. May 26 - no school - Memorial Day
May 20-24	5	5 Thurs. May 30 - last day of school
May 27-31	$\frac{3^{1}_{2}}{(4.51)}$	3 Fri. May 31 - last day for teachers
	$(45\frac{1}{2})$	(45)
	182 ¹ / ₂	180
NOTE: Any dave for	which school is	closed due to emergency situations and which do not au

NOTE: Any days for which school is closed due to emergency situations and which do not qualify for state aid purposes, the board of education will reschedule the missed days.

26-B

1985-86 School Calendar

<i>r</i>	Teecher	Studen	*
let Cueling Devied	Teacher Work Days	Days	t
1st Grading Period	5	<u> </u>	*Mon. Aug. 26 - Teacher preparation
Aug. 26-30	3 4	4	Fon. Aug. 20 Teacher preparacton
Sept. 2-6	5	5	*Tue. Aug. 27 - 1st day of school
Sept. 9-13	5	5	Tue. Aug. 27 15t day of School
Sept. 16-20		5	*Mon. Sept. 2 - no school - Labor Day
Sept. 23-27	5	5	Hon. Sept. 2 - no senoor habor bay
Sept. 30-Oct. 4	5		
Oct. 7-11	5	5	*Eni Oct 25 and of let anading poriod
Oct. 14-18	5	5	*Fri. Oct. 25 - end of 1st grading period
Oct. 21-25	5	5	
	(44)	(43)	
2nd Grading Period			
Oct. 28-Nov. 1	5	4	*Wed. Oct. 30 - no school - Parent-Teacher Conf.
Nov. 4-8	5	5	(1-5 & 6-8 p.m.)
Nov. 11-15	4	4	
Nov. 18-22	4	4	*Fri. Nov. 15-18 - no school - hunting season
Nov. 25-29	3	3	
Dec. 2-6	5	5	*Nov. 28-29 - no school - Thanksgiving break
Dec. 9-13	5	5	
Dec. 16-20	5	5	*Dec. 21-Jan. 5 - Christmas vacation
Jan. 6-10	5	5	
Jan. 13-17	5	5	*Fri. Jan. 17 - end of 1st semester
· Jan. 15 17	(46)	(45)	
3rd Grading Period			
Jan. 20-24	5	5	
Jan. 27-31	5	5	
Feb. 3-7	5	5	
Feb. 10-14	5	5	
Feb. 17-21	5	5	
Feb. 24-28	5	5	
Mar. 3-7	5	5	
Mar. 10-14	5	5	
Mar. 17-21	5	5	*Fri. Mar. 21 - end of 3rd grading period
I.KLI + II GI	(45)	(45)	0 0 1
4th Grading Period			*Thurs. Mar. 27 - 1:00 dismissal - Parent-Teacher
Mar. 24-28	4	4	
Mar. 31-Apr. 4	4	4	Conf. $(2-5 \notin 6-8 \text{ p.m.})$
April 7-11	5	5	*Mar. 28 & 31 - no school - Easter break
April 14-18	5	5	*Mon. May 26 - no school - Memorial Day
April 21-25	5	5	*Fri. May 30 - last day of school
April 28-May 2	5	5	*Mon. June 2 - last day for teachers
May 5-9	5	5	
May 12-16	5	5	
' May 19-23	5	5	
May 26-30	4	4	
Mon. June 2	12	0	
	(47^{1}_{2})	(47)	a state and the second state of
Totals	18212	180	

NOTE: Any days for which school is closed due to emergency situations and which do not qualify for state aid purposes, the board of education will reschedule the missed days.

DURATION

A. This agreement shall be effective as of July 1, 1983, and shall continue in effect until June 30, 1986. This Agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated.

DATE:	NORTH-CENTRAL	BOARD	OF	EDUCATION

BY:_____

Its President

And:

Its Secretary

DATE:

UPPER PENINSULA EDUCATION ASSOCIATION

LOCAL EDUCATION ASSOCIATION

MICHIGAN EDUCATION ASSOCIATION

1983-84 Salary Schedule

STEP	BA	BA Cont./Ferm.	MA
0	13,067	13,185	13,541
1	13,394	13,562	13,868
2	13,749	13,867	14,223
3	14,116	14,236	14,603
4	14,485	14,603	14,982
5	14,851	14,969	15,362
6	15,219	15,338	15,741
7	15,664	15,782	16,205
8	16,109	16,228	16,669
9	16,554	16,672	17,133
10	16,998	17,117	17,596
11	17,555	17,674	18,176
12	18,112	18,230	18,756
13	18,667	18,786	19,336
14		18,941	19,582
20		20,077	20,756

NORTH CENTRAL AREA SCHOOLS 1984-85 Salary Schedule

STEP	BA	BA Cont./Perm.	MA
0	13,733	13,857	14,232
1	14,077	14,254	14,575
2	14,450	14,574	14,948
3	14,836	14,962	15,348
4	15,224	15,348	15,746
5	15,608	15,732	16,145
6	15,995	16,120	16, 544
7	16,463	16,587	17,031
8	16,931	17,056	17,519
9	17,398	17,522	18,007
10	17,865	17,990	18,493
11	18,450	18,575	19,103
12	19,036	19,160	19,713
13	19,619	19,744	20,322
14		19,907	20,581
		21,101	21,815

1985-86 Salary Schedule

STEP	BA	BA Cont./Perm.	MA
0	14,763	14,896	15,299
1	15,133	15,323	15,668
2	15,534	15,667	16,069
3	15,949	16,084	16,499
4	16,366	16,499	16,927
5	16,779	16,912	17,356
6	17,195	17,329	17,785
7	17,698	17,831	18,308
8	18,201	18,335	18,833
9	18,703	18,836	19,358
10	19,205	19,339	19,880
11	19,834	19,968	20,536
12	20,464	20,597	21,191
13	21,090	21,225	21,846
14		21,400	22,125
20		22,684	23,451

APPENDIX B

NORTH CENTRAL AREA SCHOOLS EXTRA-CURRICULAR COMPENSATION SCHEDULE 1983-84

	1903-04		EXPERIN	ENCE		
		1	2	3	4	5
Advisors	None	Year	Years	Years	Years	Years
Senior Class Advisor 490	-	-	-	-	-	-
Junior Class Advisor 490	-	-	-	-	-	-
Annual Advisor	605	660	715	770	825	880
F.H.A. Advisor VICA Advisor	275 275	303 303	330 330	358 358	385 385	413 413
Forensics Advisor	220	248	275	303	330	358
Student Council Advisor	220	275	303	330	358	385
Band Director - Extra Activitie	s 385	440	495	550	605	660
			EXPE	RIENCE		

	-	EXPERIENCE					
		1	2	3	4	5	
Athletic Program	None	Year	Years	Years	Years	Years	
*Football, Head	1,540	1,595	1,650	1,705	1,760	1,815	
*Football, Ass't. Varsity	715	770	825	880	935	990	
*Football, J. V.	825	880	935	990	1,045	1,100	
*Football, J. V. Assistant	578	633	688	743	798	853	
*Varsity Boys Basketball	1,271	1,326	1,381	1,436	1,491	1,546	
*Varsity Girls Basketball	1,271	1,326	1,381	1,436	1,491	1,546	
*J. V. Boys Basketball	721	776	831	886	941	996	
*J. V. Girls Basketball	721	776	831	886	941	996	
Freshman Boys Basketball	413	468	495	523	550	578	
7-8 Boys Basketball	413	468	495	523	550	578	
7-8 Girls Basketball	413	468	495	523	550	578	
Boys Track & Field	358	385	413	440	495	550	
Girls Track & Field	358	385	413	440	495	550	
Jr. High Track & Field	220	248	275	303	330	358	
Pom Pon Supervisor	303	330	358	385	413	440	
Cheerleader Advisor	358	385	413	440	468	495	
Golf Coach	330	385	413	400	468	495	

*NOTE: The salary figures include pre-season summer pay or Christmas vacation practice pay.

APPENDIX B

NORTH CENTRAL AREA SCHOOLS EXTRA-CURRICULAR COMPENSATION SCHEDULE 1984-85

EXPERIENCE 3 5 2 4 1 Years Years Year Years Years None Advisors \$529 Senior Class Advisor (3.85)Junior Class Advisor \$529 (3.85)\$831 \$890 \$940 \$772 \$652 \$711 Annual Advisor (6.48)(6.91)(5.62)(6.05)(5.18)(4.75)\$415 \$445 \$356 \$386 F.H.A. Advisor/VICA Advisor \$297 \$327 (3.24)(3.02)(2.81)(2.16)(2.38)(2.59)\$356 \$386 \$238 \$268 \$297 \$327 Forensics Advisor (2.38)(2.59)(2.81)(2.16)(1.73)(1.95)\$386 \$415 \$356 \$297 \$327 Student Council Advisor \$238 (2.59)(2.81)(3.02)(2.16)(2.38)(1.73)\$711 \$652 \$534 \$593 Band Director - Extra Activities \$415 \$475 (5.18)(3.89)(4.32)(4.75)(3.46)(3.02)EXPERIENCE 5 2 4 3 1 Years Years Years Years None Year Athletic Program \$1,958 \$1,899 \$1,721 \$1,780 \$1,839 \$1,662 *Football, Head (12.96)(13.39)(13.83)(14.26)(12.10)(12.53)949 \$1,008 \$1,068 890 831 \$ 772 *Football, Ass't. Varsity (7.78)(7.34)(6.91)6.05)(6.48)(5.62)(\$1,127 \$1,187 \$1,068 949 \$1,008 \$ 890 \$ *Football, J.V. 7.78) 8.21) (8.64) 6.48) (7.34)((6.91)((861 \$ 920 S 802 \$ 683 742 623 \$ *Football, J.V. Assistant \$ (6.70)(6.27)(5.84)4.54)(4.97)(5.40)\$1,667 \$1,549 \$1,608 \$1,371 \$1,431 \$1,490 *Varsity Boys Basketball (12.14)(10.85)(11.28)(11.71)9.98)(10.42)\$1,549 \$1,608 \$1,667 \$1,431 \$1,490 \$1,371 *Varsity Girls Basketball (12.14)(11.28)(11.71)(10.42)(10.85)9.98) \$956 \$1,015 \$1,074 777 \$ 897 838 \$ *J.V. Boys Basketball (7.39)(7.82)(6.96)(6.10) (6.53)5.66)(\$1,074 \$1,015 956 897 *J.V. Girls Basketball 777 838 S (7.39)(7.82)(6.10) (6.53)(6.96)(5.66)\$623 \$564 \$593 \$534 Freshman Boys Basketball \$445 \$505 (4.32)(4.54)(4.11)(3.68)(3.89)(3.24)\$623 \$593 \$534 \$564 \$445 \$505 7-8 Boys Basketball (4.11)(4.32)(4.54)(3.68) (3.89)(3.24)\$564 \$593 \$623 \$534 \$445 \$505 7-8 Girls Basketball (4.54)(4.32)(3.68) (3.89)(4.11)(3.24)\$593 \$534 \$475 \$386 \$415 \$445 Boys Track and Field (4.32)(3.89)(3.02)(3.24)(3.46)(2.81)\$593 \$475 \$534 \$445 \$415 Girls Track & Field \$386 (4.32)(3.89)(3.02) (3.24)(3.46)(2.81)\$383 \$297 \$327 \$356 Jr. High Track & Field \$238 \$268 (2.79) (2.38)(2.59)(1.95) (2.16)(1.73)\$475 \$445 \$415 \$386 \$327 \$356 Pom Pon Supervisor (3.24)(3.46)(2.81)(3.02)(2.38)(2.59)\$534 \$475 \$505 \$445 Cheerleader Advisor \$386 \$415 (3.89)(3.68)(3.02) (3.24)(3.46)(2.81)\$534 \$415 \$445 \$47.5 \$505 \$356 Golf Coach (3.46)(3.68)(3.89)(3.02) (3.24)(2.59)The salary figures include pre-season summer pay or Christmas vacation practice pay. *NOTE:

() = % of B.S. Base at zero step (\$13,733)

APPENDIX B

NORTH CENTRAL AREA SCHOOLS EXTRA-CURRICULAR COMPENSATION SCHEDULE 1985-86

				RIENCE		-
	Mana	1 Voar	2 Voars	3 Years	4 Years	5 Years
Advisors Senior Class Advisor \$568	None	Year	Years	Tears	I Cal S	10415
Senior Class Advisor \$568 (3.85)	-	_	-	-	-	
Junior Class Advisor \$568						
(3.85)	-	-	-	-	-	-
Annual Advisor	\$701	\$765	\$830	\$893	\$957	\$1,020
	(4.75)	(5.18)	(5.62)	(6.05)	(6.48)	(6.91)
F.H.A. Advisor/VICA Advisor	\$319	\$351	\$382	\$415	\$446	\$478
	(2.16)	(2.38)	(2.59)	(2.81)	(3.02)	(3.24)
Forensics Advisor	\$255	\$288	\$319	\$351	\$382	\$415
	(1.73)	(1.95)	(2.16)	(2.38)	(2.59)	(2.81) \$446
Student Council Advisor	\$255	\$319	\$351	\$382	\$415	(3.02)
	(1.73)	(2.16)	(2.38)	(2.59) \$638	(2.81) \$701	\$765
Band Director - Extra Activities	\$446	\$511	\$574	(4.32)	(4.75)	(5.18)
	(3.02)	(3.46)	(3.89)	(4.32)	(4.73)	(3.10)
			FYDE	RIENCE		
		1	2	3	4	5
ATHLETIC PROGRAM	None	Year	Years	Years	Years	Years
*Football, Head.	\$1,786	\$1,850	\$1,913	\$1,977	\$2,042	\$2,105
Football, head.	(12.10)			(13.39)	(13.83)	(14.26
*Football, Ass't. Varsity	\$830	\$893	\$957	\$1,020	\$1,084	\$1,149
Football, Ass t. valsicy	(5.62)			(6.91)	(7.34)	(7.78
*Football, J.V.	\$957	\$1,020	\$1,084	\$1,149	\$1,212	\$1,276
700cball, 0.1.	(6.48)			(7.78)	(8.21)	(8.64
*Football, J.V. Assistant	\$670	\$734	\$797	\$862	\$926	\$989
100000000000000000000000000000000000000	(4.54)	(4.97)	(5.40)	(5.84)	(6.27)	(6.70
*Varsity Boys Basketball	\$1,473	\$1,538	\$1,602	\$1,665	\$1,729	\$1,792
(01020) = -) =	(9.98)	(10.42)	(10.85)	(11.28)	(11.71)	(12.14
*Varsity Girls Basketball	\$1,473	\$1,538	\$1,602	\$1,665	\$1,729	\$1,792
	(9.98)			(11.28)	(11.71)	(12.14
*J.V. Boys Basketball	\$836	\$901	\$964	\$1,028	\$1,091	\$1,154
	(5.66)			(.6.96)	(7.39)	(7.82
*J.V. Girls Basketball	\$836	\$901	\$964	\$1,028	\$1,091	\$1,154
	(5.66)			(6.96)	(7.39)	(7.82
Freshman Boys Basketball	\$478	\$543	\$574	\$607	\$638	\$671
	(3.24)			(4.11)	(4.32)	(4.54)
7-8 Boys Basketball	\$478	\$543	\$574	\$607	\$638 (4.32)	(4.54
	(3.24)			(4.11)	\$638	\$671
7-8 Girls Basketball	\$478	\$543	\$574	\$607	(4.32)	(4.54
	(3.24)			(4.11) \$511	\$574	\$638
Boys Track & Field	\$415	\$446	\$478 (3.24)	(3.46)	(3.89)	(4.32
	(2.81)) (3.02) \$446) (3.24) \$478	\$511	\$574	\$638
Girls Track & Field	\$415			(3.46)	(3.89)	(4.32
T ui-l Treak & Field	<u>(2.81</u> \$255	\$288	\$319	\$351	\$382	\$412
Jr. High Track & Field	\$255 (1.73			(2.38)	(2.59)	(2.79
Der Den Cunomicon	\$351	\$382	\$415	\$446	\$478	\$511
Pom Pon Supervisor	(2.38			(3.02)	(3.24)	(3.40
Chamber Advisor	\$415	\$446	\$478	\$511	\$543	\$574
Cheerleader Advisor	(2.81			(3.46)	(3.68)	(3.8
Galf Cooch	\$382	\$446	\$478	\$511	\$543	\$574
Golf Coach	(2.59			(3.46)		(3.89
*NOTE: The salary figures include pr	(2.39	, (3.02	, (3.67)			

) = % of B.S. Base at zero step (\$14,763)

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APPENDIX C

OTHER BENEFITS

1. Five Years of Teaching Experience

Five (5) years of teaching experience may be granted to degree teachers in transferring from another school, providing they had five (5) years of experience in other schools.

A non-degree teacher who obtains a degree will be given the base salary for a degree teacher, plus up to five (5) years experience on the salary schedule, providing they have had five (5) years teaching experience.

2. INSURANCE BENEFITS

During the 1983-84 school year, the Board of Education will provide, at its expense, Super-Med Major Medical Expense Insurance II issued and insured with MESSA, up to a premium maximum amount of \$215.60 per teacher. The expense paid in any case shall be the actual amount of the premium for the particular teacher, but in no event greater than the \$215.60 maximum premium payment. Any additional premiums charged shall be borne by the insured teacher. In the event of employment of a husband and wife, only one complete Super-Med II benefit will be provided, and there shall be no "doubling" of insurance coverage. The benefits provided herein are the basic benefits under Super-Med Major Medical Expense Insurance, and do not include optional programs thereunder, except as specifically hereinafter provided.

As to any teacher employed during the 1973-1974 school year who previously purchased "options" and other insurance benefits under previously existing master contracts and practices, such teachers shall be entitled to continue such options and other insurance at the expense of the Board of Education, up to a maximum premium amount of \$65 per month per teacher. No teacher employed after the 1973-1974 school year shall qualify under this provision. The Board of Education shall not be liable for any premium expenses hereunder in excess of \$65 per month. In the event any teacher qualifying hereunder shall have a spouse also employed as a teacher by the Board of Education, such spouse may qualify for and receive the Super-Med II benefits hereinbefore stated; but this "doubling" shall be limited to teachers employed by the Board of Education as of the 1973-1974 school year who have previously exercised their options with regard to such insurance. A teacher who is "grandfathered" under this section may use annuities as one of the options. The Board of Education will pay up to a 10% increase in Super Med II premiums for the 1984-85 school year, and up to a 15% increase in Super Med II premiums for the 1985-86 school year, over the previous year.

"It shall be the responsibility of each and every teacher to complete and submit necessary application forms for insurance programs to the Administrative Officer in charge. These forms shall be the responsibility of the teacher for both the health and dental programs, and any other benefit programs provided in the district." Insurance premiums and the options hereunder will be paid from September of 1977 through August of 1978.

3. RETIREMENT PROVISION

The Board of Education agrees to pay retirement contributions for all employees covered by this Agreement on a noncontributory basis, commencing with the effective date of this Agreement, and to continue during the term hereof, as authorized and provided by Act 244, P.A. 1974; said payments to be made by the Board of Education up to a maximum of five (5%) percent of the annual compensation of each employee, or as otherwise provided by law.

4. ATHLETIC EVENT PAY

The Board of Education agrees to pay \$9.00 for each extra-curricular activity worked at by a teacher, except for those activities for which the advisors or director is already paid.

- 5. <u>Unused Personal Business Leave Pay</u> \$35.00 will be paid to the teacher for each unused personal business leave day at the end of the school year. (The teacher may elect to accumulate up to a maximum of five (5) days for use in a particular school year).
- 6. Accumulative Sick Leave teachers who accumulate sick leave days over 90 days will be paid for days over the maximum of 90 at the end of each school year at a rate of \$35 per day.
- 7. Dental Insurance: The Board of Education will pay up to \$18.20 per month for a 60/60 Dental Insurance Plan, for each teacher to be effective as of May 1, 1979.

For the 1985-86 school year, a 60% orthodontic rider will be added to the dental plan.

The Dental Insurance Plan costs will be applicable to the same premium cap as the Super Med II program.

8. "The Board of Education will reimburse teachers for tuition paid for additional courses taken beyond the 18 semester hours needed for their continuing certification provided that the course or courses are in areas which will benefit them in their present teaching assignment, as determined by the Board of Education, and provided that sufficient financial resources for professional development are available to the Board of Education, and will be approved on a first-come first-served basis by the Board."

APPENDIX D

TEACHER EVALUATION

A. A formal evaluation is the written observations made by the Administration on the classroom performance of a teacher. It shall be made according to guidelines and on forms that are mutually agreed upon by the Administration and the Association.

B. Changes:

1. Evaluations will be made upon the new form included here.

2. Before the statement "needs improvement" or unsatisfactory is used under the "General Observation" portion of the evaluation the Administration will use informal discussion with the teacher to attempt to correct the problem. A record that the informal discussion took place may be kept for use in the followup.

3. Followup evaluation will be made to check the progress of correction. If the problem is corrected, the item will be ignored on the formal evaluation. A record of the informal discussion may appear in the teacher's file. If the problem occurs at a later date, the record of the problem may be placed in the teacher's file.

4. The following items classified under Classroom Observations on the old Form have been transferred to the General Observation.

a. All Professional Attitudes.

b. Understanding.

c. Physical and Mental Health.

d. Lesson Plans.

5. "Unsatisfactory" will be used under classroom observations only after "needs improvement" had been used.

NORTH CENTRAL AREA SCHOOLS

GUIDE FOR EVALUATING TEACHERS

Description and Definition of Good Practices in Areas to be evaluated.

PROFESSIONAL ABILITY:

Teaching Skills: Ability to impart knowledge in a successful manner. Recognition of and provision for individual difference in children. Allowance for creativity in children. Evidence of creativity in the teacher.

<u>Classroom Management:</u> Discipline; firm, friendly, consistent standards of behavior with understanding that all children cannot meet the standards in the same manner. Evidences of good motivation. Use of pupil participation. Willingness to use new ideas.

Use of Materials: Ability to use or willingness to learn to use a variety of machines and equipment. Implementation of supplementary materials beyond the basic texts.

PROFESSIONAL ATTITUDES:

Additional Responsibility such as: Necessary jobs to be done outside of classroom times as, recess duty, lunch duty, assisting in extracurricular activities, participation on committees.

Dependability: Neat and accurate reports and records. On the Job: Present, alert, prepared and ontime.

<u>Growth:</u> Membership in professional groups. Conferences, workshops, professional reading, travel, classes, conventions.

Willingness to accept criticism, suggestions, directions: Works cheerfully and cooperatively, does not sabotage group decisions and activities by apathy and indifference.

Judgment: Use of common sense. Thoughtful, reasonable approach to decisions.

Ethics: Does not abuse privileges and is loyal to the profession and the school system.

General Convictions: Willingness to express oneself and the courage to ones own convictions.

RELATIONSHIPS:

With Children: Maintains control effectively. Continuous guidance. Provides a natural livable atmosphere free from tension. Develops good moral attitude. Respects individuality in children and opens doors for further growth.

EVALUATION FORM FOR TEACHERS

NAM	E	BUILI	DING
RA	DE OR DEPARTMENT		TIME
Rat	ing Scale: 0not observed, 1-out improve, 4unsatisfac		ng. 2-satisfactory, 3-needs to
I.	PROFESSIONAL ABILITY-Classroom	ν.	PROFESSIONAL ATTITUDES
	A. Teaching Skills		A. Additional responsibility
	B. Classroom Management	_	B. Dependability
	C. Use of Materials		C. Growth
II.	RELATIONSHIPS		D. Willingness to accept criticism, suggestions, directions
	A. With children	_	E. Judgment
ÎII.	PERSONAL ATTRIBUTES		F. Ethics
• •	A. Proper use of English		G. Convictions
	B. Tact, patience, kindness humor	VI.	RELATIONSHIPS
	C. Preparation		A. With children
	1. Student participation		B. With staff
	2. Materials & equipment	-VII.	PERSONAL ATTRIBUTES
		-	A. Understanding
			B. Physical and mental health
	GENERAL		C. Promptness
IV.	PROFESSIONAL ABILITY		D. Appearance
±	A. Classroom management		E. Proper use of English
	B. Use of materials		F. Tact, patience, kindness, humor
-		VI.	PREPARATION
			A Lesson plans
			B. Materials and equipment
			C. Correlates teaching and

COMMENTS

TEACHER'S STATEMENT: I have read and examined this evaluation sheet. Although I may not agree with all the comments made, I hereby acknowledge that I have had the opportunity of reviewing it with the evaluator.

Signature of Teacher

Signature of Evaluator

Date of Observation

Date of Conference

APPENDIX "E" Grievance Report Form

Grievance	#				Scho	ol Dist	rict
	GRIEVANCE R Principal i	EPORT		Di: 1. 2. 3.	stribut Superi Princi Associ Teache	ntender pal ation	Form
	Assignment				Dat	e Filed	1
A. Date	Cause of Gri	-	STEP I				
	statement of						
-							
2. 1	Rolief Sough	t					
-		-	Signature			Da	te
C. Dispo	osition by P	rincipal .					
1							
D. Posi	tion of Grie		Signature or Associa				te
			Signature			Da	te
	If addition reporting S attach an a	octions B	1 & B2 of	in Step	I,	(<u>Note</u> :	Continu

ed)

DEFINITION OF RATING SCALE

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1	No	. 3 or 4 is used, a c	e No.	Where	

Disposition of Super	intendent or Designee	مىرىمەتلەر بىرىمەتلەر بىرىمەتلەر بىرىمەتلەر بىرىمەتلەر بىرىمەتلەر بىرىمەتلەر بىرىمەتلەر بىرىمەتلەر بىرىمەتلەر

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Position of Grievant	and/or Association	
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	STEP IV	
Data Submitted to Ar	bitration	
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