

1994-96

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# Master Agreement

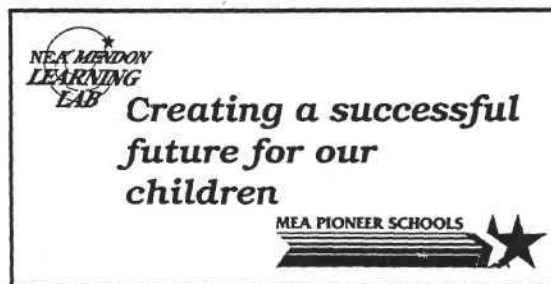
between the

Mendon Community Schools

and the

Southwestern Michigan Education  
Association

*Mendon Community Schools*



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## ARTICLE 1

### EMPLOYER/ASSOCIATION RELATIONSHIP

- A. **Recognition** The Board, pursuant to the certification of the Michigan Employment Relations Commission, dated June 18, 1976, recognizes the SMEA as the exclusive representative of all the employees in the bargaining unit for the purpose of collective bargaining with respect to rates of pay, wages, hours of employment, and other conditions of employment.
- B. **Bargaining Unit** The local bargaining unit shall be as certified by the Michigan Employment Relations Commission, namely: All contracted certified personnel employed by the Board of Education of the Mendon Community Schools. Excluding: Superintendent, principals, assistant principals, substitute teachers working on a day to day basis, adult education faculty, business manager, director of vocational education and supervisors within the meaning of this act.
- C. **Limitations** The purpose for which recognition is granted and the definition of the bargaining unit shall in all particulars conform to the certification of the Michigan Employment Relations Commission and the provisions of applicable law.
- D. **Association Representatives** The Southwestern Michigan Education Association shall notify the Board in writing of the names of those officers in the local bargaining unit who have been authorized to act on its behalf and the authority of each such person, which notice shall remain in effect until superseded by a new written notice. SMEA-representatives shall not be compensated by the Board for the discharge of their duties.
- SMEA hereby appoints the officers of the Mendon Education Association to administer all the terms of this Agreement, including the processing of grievances.
- E. **Negotiations** Between April 1 and April 15, the parties shall initiate negotiations for the purpose of entering into a successor agreement for the forthcoming year, unless otherwise by mutual agreement.

## ARTICLE 2

### ASSOCIATION AND TEACHER RIGHTS

- A. Pursuant to the Michigan Public Employment Relations Act, the Board hereby agrees that every certified teacher employee of the Board (except those exclusions enumerated in Article 1; Paragraph B) shall have the right to freely organize, join and support the Association for the purpose of engaging in collective bargaining or lawful concerted activities for mutual aid and protection. As a duly elected body exercising governmental power under color of law of the State of Michigan, the Board undertakes and agrees that it will not directly or indirectly discourage, deprive or coerce any teacher in the enjoyment of any rights conferred by the Act or other laws of Michigan or the Constitution of Michigan and the United States; that it will not discriminate against any teacher with respect to hours, wages, or any terms of conditions of employment by reason of his membership in the Association, his participation in any activities of the Association or collective professional negotiations with the Board, or his/her institution of any grievance, complaint or proceeding under this Agreement or otherwise with respect to any terms of conditions of employment.
- B. Nothing contained herein shall be construed so as to deny or to restrict any rights under the Michigan General School Laws or other applicable laws and regulations. The rights granted to teachers hereunder shall be deemed to be in addition to the aforementioned laws and regulations.
- C. The Association and its representatives has the right to use school buildings for meetings when it does not interfere with or interrupt normal school operations.

The Principal of the building to be used shall designate location of meetings within the building.

- D. The Association has the right to use school equipment on school property, provided that this shall not interfere with or interrupt normal school operations. The Association agrees to pay for the cost of all materials and supplies used.

required under this Agreement to represent all of the teachers in the bargaining unit fairly and equally without regard as to whether or not any teacher is a member of the Association. The terms of this Agreement have been equally made for all of the teachers in the bargaining unit and not solely for the benefit of the members of the Association. Accordingly, it is agreed that it is fair that each teacher in the bargaining unit pay equally for benefits received and that each assume his/her fair share of the cost of representation.

- (3) **Service Fee.** Except as hereinafter provided, each teacher who is not a member of the Association in good standing or who does not make application for membership within thirty (30) days after the beginning of the school year shall, as a condition of employment, pay a service fee, pursuant to the Association's "policy regarding objections to political-ideological expenditures" and the administrative procedures adopted pursuant to that policy. The service fee shall be equivalent to each teacher's proportionate share of the cost of negotiating and administering the collective bargaining agreement, including employee representation, which share shall, for the purpose of this provision, be deemed to be not more than the regular monthly Association membership dues uniformly required of teachers who are members. If during the term of this Agreement it shall be determined by a court of competent jurisdiction that the foregoing amount is unlawful or does not fairly represent the proportionate share of the cost of negotiating and administering the collective bargaining agreement, the amount shall be modified to such amount as shall be lawful or proportionate.

The Association shall certify in writing to the Board, not later than September 1 annually, the authorized amount to be deducted annually from each teacher's pay.

- (4) **Employee Authorization.** Each teacher may sign and deliver to the Employer an assignment authorizing the deduction of Association dues or a service fee, as the case may be. Such authorization shall continue in effect from year to year unless revoked in writing by the employee between June 1 and September 1 of any year. Pursuant to such authorization, the Board shall deduct one-tenth of such dues from the first regular salary check each month for ten (10) months, beginning in September and ending in June of each year. Deductions for teachers employed after the commencement of the school year shall be appropriately prorated to complete payments by the following June.

6. Preparation periods are lost to the teacher when the schedule has been changed due to student assemblies, field trips, pep sessions, and any other activity that may cause a change.

**D. Staff meetings.**

1. It is mandatory that each teacher attend professional staff meetings scheduled during the course of a regular school day as called by the Administration.
  2. The faculty shall be notified 24 hours in advance of all faculty meetings. Emergency faculty meetings may be called without 24 hours notice when deemed necessary by the members of the Building Team.
  3. With respect to professional staff meetings scheduled after the close of the regular school day, such meetings may be scheduled at the discretion of the elementary and high school principals on Wednesdays, provided that the aggregate amount of time to be set aside shall not normally exceed one (1) clock hour per month, except as staff members may otherwise mutually agree.
- E.** It is the responsibility of each individual teacher, as well as the Board, to provide the highest quality educational program practical for every boy and girl in the school district. This includes: 1) Careful daily preparation. 2) Attendance at staff meetings. 3) Participation in activities of the school such as: a) Open house; b) Parent-Teacher Conferences; c) Meetings; d) Science Fair; e) Public performances of children in plays, concerts, athletic activities, or other extra-curricular activities.
- F.** Teachers of Special Education and Special Services shall be provided with conference and preparation time to the same extent as other teachers at the same level of instruction.
- G.** When regular specialists or substitute teachers are not available and a teacher teaches the students, or substitutes for another teacher, that teacher shall receive an additional thirty (\$30) dollars for each teaching period.  
A teacher who substitutes for another teacher, or a regular specialist, shall receive an additional thirty (\$30) dollars for each teaching period worked.
- H.** If a teacher is contracted to teach more than the normal teaching load as set forth in this Article, he/she shall receive one-fifth (1/5) of his/her base salary for each additional period taught.  
The teacher has the right to refuse a teaching assignment greater than the normal teaching load as set forth in this Article.

required under this Agreement to represent all of the teachers in the bargaining unit fairly and equally without regard as to whether or not any teacher is a member of the Association. The terms of this Agreement have been equally made for all of the teachers in the bargaining unit and not solely for the benefit of the members of the Association. Accordingly, it is agreed that it is fair that each teacher in the bargaining unit pay equally for benefits received and that each assume his/her fair share of the cost of representation.

- (3) **Service Fee.** Except as hereinafter provided, each teacher who is not a member of the Association in good standing or who does not make application for membership within thirty (30) days after the beginning of the school year shall, as a condition of employment, pay a service fee, pursuant to the Association's "policy regarding objections to political-ideological expenditures" and the administrative procedures adopted pursuant to that policy. The service fee shall be equivalent to each teacher's proportionate share of the cost of negotiating and administering the collective bargaining agreement, including employee representation, which share shall, for the purpose of this provision, be deemed to be not more than the regular monthly Association membership dues uniformly required of teachers who are members. If during the term of this Agreement it shall be determined by a court of competent jurisdiction that the foregoing amount is unlawful or does not fairly represent the proportionate share of the cost of negotiating and administering the collective bargaining agreement, the amount shall be modified to such amount as shall be lawful or proportionate.

The Association shall certify in writing to the Board, not later than September 1 annually, the authorized amount to be deducted annually from each teacher's pay.

- (4) **Employee Authorization.** Each teacher may sign and deliver to the Employer an assignment authorizing the deduction of Association dues or a service fee, as the case may be. Such authorization shall continue in effect from year to year unless revoked in writing by the employee between June 1 and September 1 of any year. Pursuant to such authorization, the Board shall deduct one-tenth of such dues from the first regular salary check each month for ten (10) months, beginning in September and ending in June of each year. Deductions for teachers employed after the commencement of the school year shall be appropriately prorated to complete payments by the following June.

furnish a copy of the receipt thereof to the Association. The teacher may authorize a payroll deduction in the same manner as provided in paragraph 4 above. If a teacher shall not pay such sum directly to the Foundation or authorize payment through payroll deductions, the Association shall have the right to pursue the remedy set forth in subsection 6 above.

- (8) Application and Indemnification.** The Association assumes full responsibility for the validity and legality of the provisions herein set forth. The Association, by the execution of this provision, expressly agrees to indemnify and save the Board harmless from any and all claims, demands, suits or other forms of liability that may arise out of or by reason of this Section, including, but not limited to, a claim by a teacher that the service fee, as herein established, is not equivalent to each teacher's proportionate share of the cost of negotiating and administering the collective bargaining agreement, including employee representation.



## ARTICLE 4

### WORKDAY, WORK YEAR, AND CLASS LOAD

#### A. Work Day.

1. Teachers shall be on duty as assigned by the building principal during the established work day. When teachers are unable to report to school at the scheduled times because of illness or emergency, they will notify the designated person so that a substitute may be contacted. When this notification is made later than the designated time, and the district incurs an expense, that expense shall be deducted from the salary of the teacher involved.
2. The Middle School and High School teacher work day shall begin at 7:45 a.m., Monday through Friday, as per the negotiated calendar.
3. The Elementary School work day shall begin at 7:50 a.m., Monday through Friday, as per the negotiated calendar.
4. Each Wednesday, during the student day, a minimum of two thirds ( $2/3$ ) of the teachers in each building shall simultaneously be released from classroom instruction duties, for at least fifty (50) minutes for the purpose of engaging in teacher planning and collaboration.
5. All teachers may leave any time after responsibilities relating to teaching have been completed and the buses are successfully out of the bus loading area.
6. If a teacher has a conference with a parent, the teacher shall provide a sufficient period of time to consult with the parent. If a parent requests the administration to arrange for a conference between the parent and a teacher, the administration may tentatively schedule an appointment during the teacher's conference period subject to confirmation of the date and time in advance of the scheduled conference with the teacher.

6. Preparation periods are lost to the teacher when the schedule has been changed due to student assemblies, field trips, pep sessions, and any other activity that may cause a change.

**D. Staff meetings.**

1. It is mandatory that each teacher attend professional staff meetings scheduled during the course of a regular school day as called by the Administration.
  2. The faculty shall be notified 24 hours in advance of all faculty meetings. Emergency faculty meetings may be called without 24 hours notice when deemed necessary by the members of the Building Team.
  3. With respect to professional staff meetings scheduled after the close of the regular school day, such meetings may be scheduled at the discretion of the elementary and high school principals on Wednesdays, provided that the aggregate amount of time to be set aside shall not normally exceed one (1) clock hour per month, except as staff members may otherwise mutually agree.
- E.** It is the responsibility of each individual teacher, as well as the Board, to provide the highest quality educational program practical for every boy and girl in the school district. This includes: 1) Careful daily preparation. 2) Attendance at staff meetings. 3) Participation in activities of the school such as: a) Open house; b) Parent-Teacher Conferences; c) Meetings; d) Science Fair; e) Public performances of children in plays, concerts, athletic activities, or other extra-curricular activities.
- F.** Teachers of Special Education and Special Services shall be provided with conference and preparation time to the same extent as other teachers at the same level of instruction.
- G.** When regular specialists or substitute teachers are not available and a teacher teaches the students, or substitutes for another teacher, that teacher shall receive an additional thirty (\$30) dollars for each teaching period.  
A teacher who substitutes for another teacher, or a regular specialist, shall receive an additional thirty (\$30) dollars for each teaching period worked.
- H.** If a teacher is contracted to teach more than the normal teaching load as set forth in this Article, he/she shall receive one-fifth (1/5) of his/her base salary for each additional period taught.  
The teacher has the right to refuse a teaching assignment greater than the normal teaching load as set forth in this Article.

## ARTICLE 5

### TEACHING CONDITIONS

- A. **Class Size.** The Board recognizes that the pupil-teacher ratio is an important aspect of the educational program. The Board agrees that class size will be set and maintained consistent with the following:
1. **Elementary-** Each Spring the teachers at each grade level, in cooperation with the building principal, will make the initial assignment of students for the ensuing school year. The goal of this process shall be to best meet the instructional needs of the students while attempting to maintain balanced class sizes. It is understood that the building principal will have to make assignments, consistent with the previously stated goal, for students enrolling during the summer months.  
Split grade class sizes will in general be smaller than single grade level classes.
  2. **Secondary-** Class sizes shall not exceed the number of workstations for computer, typing and drafting classes nor will class size exceed a number which would prevent students reasonable access to instructional equipment.
  3. When an individual teacher feels that his/her class size and or load has become excessive, he/she may request that the principal call a meeting of the appropriate teachers (e.g. grade level, special Ed, Chapter I, Department, Association Representative and the Counselor).  
If the principal feels that the concern is legitimate, he/she may take steps to alleviate the problem, or call for the aforementioned meeting.  
If the meeting does not produce a satisfactory remedy, the teacher may bring the concern to the attention of the building team. Building team recommendations regarding the issue will be processed consistent with the governance model.
- B. The Board will ask for recommendations from the Building Team and the DWSIT on textbooks and capital purchases.
- C. The Board shall make available restrooms and lavatory facilities for the teachers. Each school shall have one room, which shall be used by the faculty for a lounge.

## ARTICLE 6

### VACANCIES, TRANSFERS and, ASSIGNMENTS

#### A. Vacancies

1. **Definition:** A vacancy in the bargaining unit shall exist when:
  - a. A new job is created;
  - b. A teacher retire, dies or quits;
  - c. A teacher is discharged for just cause: or
  - d. A teacher transfers to another position.
2. **Internal Posting:** All vacancies, including Schedule B positions, shall first be posted in each building for a minimum of five (5) working days, except in the Summer months, when such postings will be for ten (10) days.
3. **Application:** A teacher who wishes to apply for a posted vacancy, shall apply in writing during the posting period. Applications for internal postings shall not be open to temporary employees.
4. **Filling Vacancies:** A vacancy shall be filled with the most senior applicant in terms of continuous service, who is certified and qualified for the position.

For the purposes of this Article "qualified shall mean that the teacher has

  - a. a major or minor in the subject area, or appropriate endorsement, and
  - b. has received satisfactory performance evaluations.
5. **External Applicants:** If there are no internal certified and qualified applicants for a vacancy the Board may fill the position with an external applicant.
6. **Mid-year Vacancies:** The Association recognizes that when vacancies occur during the school year it may be difficult to fill them from within the district without undue disruption to the existing instructional program. If the Superintendent in his/her reasonable judgment so determines, such a vacancy may be filled on a temporary or tentative basis until the end of the normal schoolyear, at which time, the position will be considered vacant.
7. **Summer Vacancies:** Bargaining Unit members shall be notified by US Mail or by paycheck enclosure of any vacancy that occurs during the summer months.

- B. **Schedules.** Subject to the provision of Article 12, all teachers shall be given written notice of their schedules for the forthcoming year no later than July 10. In the event changes of such schedules are proposed, all teachers affected shall be notified and consulted promptly. No changes in teachers' schedules shall be made later than the 15th day of August preceding the commencement of the school year, unless an emergency situation requires same.

**E. Inter-District Teacher Exchange Programs**

1. Decisions regarding any inter-district teacher exchange program(s) shall be initiated and processed utilizing the Board Governance / Communications Model.
2. Exchange programs shall only be initiated for the purpose of enhancing course offerings available to District students.
3. Mendon Community School District shall in all respects be considered the "employer" for Mendon teachers.
4. The terms and conditions of this Master Agreement shall be applicable at all times.
5. Evaluations shall only be conducted by Mendon administrators.
6. An exchange teacher shall only be assigned instruction related responsibilities at a host school.
7. An exchange teacher will adhere to the Mendon calendar and any subsequent adjustments, especially with regard to school closings and delays.
8. An exchange teacher may exercise his/her prerogative in selecting in-service options on scheduled professional development days.
9. The exchange teacher shall inform the building principals of how parent/teacher conference obligations will be met. The teacher may deviate from traditional communications in order to fulfill this obligation.
10. The teacher will be compensated the then current IRS mileage rate for all travel resulting from the exchange.
11. The teacher's schedule will be mutually developed with the teacher. The schedule will allow ample travel time between buildings, and will be modified if additional travel time is needed.  
The schedule shall accommodate and make up for all required planning time.
12. The District, in consultation with the teachers, will evaluate the merits of the exchange program at least once each semester. This information will be committed to writing and will be included in the annual determination to extend, discontinue, or modify the program.

2. The leave shall be requested on the Personal Leave Form as found in Appendix \_\_\_\_.
  3. Personal leaves will not be granted the day prior to or following a holiday or vacation period except in cases of an emergency and with the prior approval of the Building Principal or Superintendent in his/her absence.  
A teacher requesting a personal leave day on Friday shall, upon request, provide a general reason for such request and must secure the prior approval of the Building Principal or Superintendent in his/her absence.  
The employer reserves the right not to grant more than two (2) such requests for personal leave on any one (1) calendar day; one (1) at the elementary level and one (1) at the secondary level.
  4. Written requests for personal leave shall be made at the earliest possible time, but in no event on less than 48 hours notice, except in case of an emergency.
  5. Each request for personal leave shall be in writing and shall constitute a certification by the teacher that the obligation cannot reasonably be scheduled outside the regular work day or on a non-workday.
- d. **Personal Illness or Disability** Credited hours of paid leave may be used for any physical or mental condition which disables a teacher from rendering professional services. The Superintendent may, at his/her discretion, require a physician's certificate from the teacher's physician or a board appointed physician to verify the condition for which leave is taken or the duration of such leave. Such examinations shall be paid by the Board. Leaves in excess of 20 consecutive days shall automatically require a certificate from a physician of the teacher's choosing. Illness and disability relating to pregnancy and childbirth shall be treated on the same terms and conditions as other temporary illnesses or disabilities.  
Teachers are expected to schedule any elective surgery or an anticipatable hospital confinement of a non-critical nature during those times that school is not in session.
- e. **Health Treatment**. A teacher may use up to two (2) days of paid leave during any work year for physical examinations, medical, dental or any other health treatment which cannot be scheduled outside the teacher's regular work day. Such leaves shall be requested at the earliest possible time, but in no event on less than 48 hours notice, except in case of an emergency.

2. Any teacher, who is absent because of an injury or disease sustained or contracted during the course of his employment by the Mendon School District, and which injury or disease is compensable under the Michigan Worker's Compensation, will receive compensation equal to his/her regular salary. Reduction of the employees paid accumulated leaves of absence shall be prorated on the portion of the difference between the compensation received and the amount paid by the employer computed on a daily basis.

**B. Leaves of Absence Without Pay.**

**1. In General**

- a. Teachers who have worked for one (1) school year are eligible for unpaid leave as described in this Section.
- b. A teacher may continue to purchase MESSA insurance benefits, under the terms of MESSA's guidelines, during any leave period when not provided by the Board.

**2. Personal Illness or Disability Leave - Long Term.**

Teachers who are unable to continue their duties because of personal illness or disability shall, upon written request to the superintendent, be granted a leave of absence without pay for a period of up to one year. The superintendent may, at his/her discretion, require a physician's statement from the teacher's physician or a board appointed physician to verify the condition for which the leave is to be taken and/or the duration needed for such leave.

The leave is extendible at the option of the board, provided that the application for such leave, stating the reason and duration of the leave, is submitted not less than 65 calendar days before the leave is to take effect, or the end of the last semester of service, whichever is earlier. Emergency situations will be dealt with on an individual basis by the board at the option of the board.

The board shall, provide MESSA Health Insurance for a minimum of twelve (12) weeks, provided the teacher was enrolled in the MESSA Health Insurance Program prior to the time the leave was granted.

**3. Family and Medical Leave.** The Board shall grant unpaid leaves of up to one (1) year for the following reasons:

- a. The serious health condition of a son, daughter, spouse, or parent;
- b. The birth and care of a child; or
- c. The placement of a child for adoption or foster care

- c. A leave of absence of up to one (1) year may be granted to a tenured teacher, upon application, for the purpose of serving as an officer of the Mendon Education Association, the Michigan Education Association, or the National Education Association. Upon return from such leave, a teacher shall be placed at the same position on the salary schedule as he/she would have been had he/she taught in the system during such period.
  - d. A leave of absence not to exceed one (1) year may be granted to a tenured teacher, upon application, for the purpose of campaigning for a public office. If elected, a leave of absence shall be granted not to exceed the term of office. Upon return from such leave, a teacher shall be placed at the same position on the salary schedule as he/she would have been had he/she taught in the system during such period.
6. **Health and Hardship Leaves.** Upon the recommendation of the Superintendent, the Board of Education may permit teachers to take leaves not in excess of a one (1) year duration for the purpose of rest, restoration of health, or the alleviation of hardship involving themselves or immediate families. This leave shall be granted without pay except that the teacher may be paid for any accumulated sick leave days which he/she has to their credit at the time of the leave if he/she is entitled to same.
7. **General Leave.** The Board may grant a leave of absence upon the request of a teacher for meritorious reasons not otherwise herein provided. In determining whether to grant any such leave, the Board shall consider:
- a. The past performance of the teacher;
  - b. The staffing needs of the Board;
  - c. The length of service of the teacher and the probability that the teacher will return to the service of the Board; and
  - d. The purpose or purposes of the leave.

C. **Leave Administration.**

- 1. **Notice.** A teacher shall give the Board notice of his desire to be granted a leave pursuant to this Article as soon as a teacher is aware of his need for such leave so that the Board will have the maximum time to provide for the teacher's absence.



## ARTICLE 8

### ACADEMIC FREEDOM

- A. The parties seek to educate young people in the democratic tradition, to foster a recognition of individual freedom and social responsibility, to inspire meaningful awareness of and respect for the Constitution and the Bill of Rights, and to instill appreciation on the value of individual personality. It is recognized that these democratic values can best be transmitted in an atmosphere in which academic freedom for teacher and student is encouraged.
  
- B. 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.

3. A Mentor Teacher shall be assigned in accordance with the following:
  - a. Mentor Teacher positions shall be posted and filled in accordance with the applicable sections of this Agreement.
  - b. Every effort will be made to match Mentor Teachers and Mentees who work in the same building and have the same area of certification.
4. Because the purpose of the Mentor/Mentee match is to provide peer assistance toward the end of quality instruction, the Board and the Association agree that the Mentor/Mentee relationship shall be confidential. Neither the Mentor or the Mentee shall be a part of, or be included in, any matter related to the evaluation of the other.
5. Upon request, the Administration shall provide release time, consistent with the job expectations, so the Mentor Teacher may work with the Mentee in his/her assignment during the regular work day. Where possible the Mentor Teacher and Mentee shall be assigned common preparation time.
6. Mentees shall be provided with a minimum of fifteen (15) days of professional development induction during their first three (3) years of classroom teaching. Professional development events relating directly to the new teachers Individual Development Plan (IDP), shall, whenever possible, be scheduled within the parameters of the regular work day and work year.

- f. All monitoring or observation of the performance of a teacher shall be conducted openly and with the full knowledge of the teacher.

4. **Evaluation of Performance.** All written evaluations of teacher performance will be signed by both the evaluator and the teacher. A teacher's signature on the evaluation will not necessarily mean that he/she agrees with the evaluation but that the teacher has received a copy of the evaluation. Other copies of the evaluation will be filed with the superintendent and the principal.

- a. A probationary teacher shall, within Twenty (20) days on the job, meet with the principal and jointly develop, his/her Individualized Development Plan.
- b. All probationary teachers will receive a minimum of two (2) written evaluations each year. The written evaluations shall be based on a minimum of two (2) classroom observations held at least sixty (60) days apart. Observations of instruction shall last at least one (1) hour, or one (1) class period. The Building Principal will meet with the teacher to review the written evaluation within ten (10) days following the observation of instruction.

The final report and recommendation for employment will be made at the regular March Board Meeting.

- c. All tenure teachers will receive a minimum of one evaluation every three years on or before March 1. Accompanying the evaluation will be a supervisory conference with the evaluator. The final report and recommendation for employment will be made at the regular March Board Meeting.
- d. Teacher evaluation Form A will be used for the initial observation for non-tenure teachers. Teacher evaluation Form B shall be used for other observations for non-tenure and tenure teachers at the option of the administration. Forms shall be as found in Appendix F.

**C. Appeal Procedure.**

Disagreement with an evaluation which cannot be resolved through supervisory conferences is to be resolved by the procedure outlined below:

1. The employee shall notify the Superintendent in writing, within five school days, of the areas of disagreement, citing specific concerns.
2. The Superintendent shall call a meeting of the employee and the evaluator, within five school days, to discuss the aforementioned matter with a concentrated effort to mutually resolve the problem.

## ARTICLE 11

### PROFESSIONAL BEHAVIOR

A. **Board Rules and Regulations.** - Teachers are expected to comply with established rules, regulations and directions from time to time adopted by the Board of Education or its representatives which are not inconsistent with the provisions of the Agreement, and when the rules, regulations and directions are for the best interest of the students, school, and community.

B. **Teacher Discipline.**

No teacher shall be disciplined, reprimanded, reduced in compensation or deprived of any professional advantage without just cause. Such disciplinary actions shall be handled in a professional manner and in private.

The progressive discipline steps, which follow, will be followed unless the seriousness of the violation or indication of unprofessional performance, such as illegal, unsafe, gross, or immoral activity, warrants stronger disciplinary action on the first occasion.

**First Offense or Indication of Unprofessional Performance.**

The teacher will have a conference with his/her immediate supervisor, principal, and/or superintendent, about the problem in question. If an oral reprimand is issued, the teacher will sign a non-specific acknowledgment of the fact that an oral reprimand was issued. The teacher and the immediate supervisor, principal and/or Superintendent will retain copies of the signed acknowledgment.

**Second Offense or Indication of Unsatisfactory Unprofessional Performance.**

The teacher will have a conference with his/her immediate supervisor, principal, and/or superintendent about the problem in question. A written reprimand or written evaluation about unsatisfactory performance will be placed in the teacher's file.

**Third Offense or Indication of Unprofessional Performance.**

The teacher will have a conference with his/her immediate supervisor, principal, and/or superintendent about the problem in question. A written reprimand or written evaluation of unsatisfactory performance will be placed in the teacher's file. The teacher may also be subject to suspension not to exceed three (3) days or removal from the extra duty assignment.

## ARTICLE 12

### LAYOFF AND RECALL

**Determination.** If the Board determines that it is necessary to decrease the number of teachers in a given subject area, field or program, or eliminate or consolidate positions, the Board shall notify the Association in writing of its intentions to do so and the reasons therefore.

**A. Layoff Procedure.** Layoffs shall conform to the following guidelines:

1. Teachers shall be laid off in the order of seniority starting with the least senior teacher, provided that the remaining teachers are eligible teachers as defined hereafter. Part-time teachers shall be laid off before full time teachers, except in cases when it is determined that there is no full-time teacher who is certified and qualified.
2. The Board shall give not less than forty-five (45) calendar days notice of layoff if such layoff is scheduled to take effect during a school year, or not later than the date on which the preliminary budget is adopted, if such layoff is to take effect at the opening of a new school year, except in the case of unforeseen circumstances.
3. The Board's obligation to pay salary or fringe benefits under any individual contract of employment or under this Agreement; shall be suspended for the duration of the layoff. However, a teacher shall be eligible to receive any benefits which were earned but not yet paid prior to the layoff.

**B. Recall Procedure.** Recalls shall be subject to the following conditions:

1. Teachers shall be recalled in the order of seniority starting with the most senior eligible teacher on layoff.
2. The Board shall give written notice of recall from layoff by sending a certified letter, return receipt requested, to the teacher at the teacher's last known address as it appears on Board records, which address shall be conclusive for purposes of this Article. It shall be the responsibility of each teacher to notify the Board of any change in address.
3. A teacher who fails to report to work at the specified time, which time shall not be less than ten (10) calendar days from the date of receipt of the recall notice, or fifteen (15) days from the date of the mailing of the notice, whichever is shorter, shall be considered a voluntary quit and shall thereby terminate his/her individual employment contract and any other employment relationship with the Board.
4. The obligation of the Board to recall a teacher shall terminate twenty-four (24) months following the effective date of layoff.

## ARTICLE 13

### RETIREMENT

- A. Upon retirement from the Mendon Community Schools and final acceptance of the employee by the Michigan Teachers Retirement System, the Board will pay the retiring teacher a total of \$25.00 for each accumulated sick day up to 90 days. Payment to be two months after the teacher receives their first check from the Michigan Teachers Retirement System.
  
- B. The Parties agree to initiate discussions regarding the feasibility of implementing an Early Retirement Incentive, (ERI), plan. These discussions will occur no later than February 1995. The terms and conditions of any such plan shall be subject to negotiations and any ERI agreement will be included in this Master Agreement.

5. The arbitrator shall have no power to alter, modify, add to or subtract from the provisions of this Agreement. His/her authority shall be limited to deciding whether a specific article and section of this agreement has been violated and shall be subject to, in all cases, the rights, responsibilities and authority of the parties under the Michigan General School Laws or any other national, state, county, district or local laws. The arbitrator shall not interfere with the functions of the Board of Education or the proper exercise of its judgment and discretion under law and this Agreement.
6. Both parties agree to be bound by the award of the arbitrator and agree that judgment thereon may be entered in any court of competent jurisdiction.
7. The grievance procedure shall not apply to:
  - a. The termination of services or failure to re-employ any probationary teacher.
  - b. Any grievance in which proceedings are pending on that issue before any state or federal administrative tribunal, agency, or court, it being the intention of the parties that the grievance shall have one (1) remedy only.
  - c. Any provision of the Agreement which contains either an expressed exclusion from this procedure or provides a different remedy.

**B. Timelines.** The time limits set forth herein shall be strictly observed, provided however, that such time limits may be waived at any step by mutual agreement between the association representative and the Superintendent or his designate. Such agreement shall be in writing and the extent of such waiver specified.

Any claim or request for advancement to the next resolution level which is not made within the time prescribed shall be deemed to have been withdrawn and shall automatically terminate any further proceedings. Any claim which is not answered within the time specified shall be deemed to have been denied and the claim shall automatically advance to the next resolution level unless withdrawn.

**C. Settlements and Adjustments.** The disposition or settlement, by and between the Employer and the Association, of any grievance shall be final and binding upon the Association and its members, the employee or employees involved, and the Employer. The satisfactory settlement of all claims shall be reduced to writing.

Arbitration awards or grievance settlements will not be made retroactive beyond the date of the occurrence or non-occurrence of the event upon which the dispute is based. Arbitration awards and grievance settlements shall be limited to making the grievant whole for loss of contractual benefits and shall not include any "punitive" damages.

## ARTICLE 15

### MEDICAL EXAMINATION

- A. The Board may require a teacher to receive a physical and/or mental examination upon initial employment or for just cause.
- B. If the Board shall require a medical examination, it shall pay all costs incurred. The examining physician shall be mutually agreed upon by the Board and the person involved. If at any time the Board desires an additional mental/physical examination for the purpose of diagnosis clarification, the Board shall pick the examining doctor and pay all costs incurred.

## ARTICLE 16

### CLASS DISMISSAL AND RESCHEDULING

- A. The parties expressly recognize that adverse weather conditions, mechanical failure, civil disorder, communicable diseases or other circumstances beyond the control of the Board may require the dismissal or rescheduling of classes.
- B. Teachers will not be expected to report when schools are closed.
- C. Calendar adjustments shall require the approval of the Association and the Board.

## ARTICLE 17

### CONTINUITY OF OPERATIONS

- A. The Association 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.
- B. The Board agrees that it will not, during the period of this Agreement, directly or indirectly, engage in or assist in any unfair labor practice as defined by Section 10 of the Public Employment Act.



c. **Personal Leave** A maximum of 3 days in any one work year may be used for personal leaves subject to the following conditions and limitations:

1. Leaves shall only be used for legitimate personal or business obligations which cannot reasonably be scheduled outside the regular work day. Such leave shall not be used for other employment or the seeking of other employment.
2. The leave shall be requested on the Personal Leave Form as found in Appendix \_\_\_\_.
3. Personal leaves will not be granted the day prior to or following a holiday or vacation period except in cases of an emergency and with the prior approval of the Building Principal or Superintendent in his/her absence. A teacher requesting a personal leave day on Friday shall, upon request, provide a general reason for such request and must secure the prior approval of the Building Principal or Superintendent in his/her absence.  
The employer reserves the right not to grant more than two (2) such requests for personal leave on any one (1) calendar day; one (1) at the elementary level and one (1) at the secondary level.
4. Written requests for personal leave shall be made at the earliest possible time, but in no event on less than 48 hours notice, except in case of an emergency.
5. Each request for personal leave shall be in writing and shall constitute a certification by the teacher that the obligation cannot reasonably be scheduled outside the regular work day or on a non-workday.

## TEACHING IMPROVEMENT

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 sibility for  
 ndividual  
 oriate expenditures  
 grant and or other  
 ies.

- c. **Personal Leave** A maximum of 3 days in any one work year may be used for personal leaves subject to the following conditions and limitations:
1. Leaves shall only be used for legitimate personal or business obligations which cannot reasonably be scheduled outside the regular work day. Such leave shall not be used for other employment or the seeking of other employment.
  2. The leave shall be requested on the Personal Leave Form as found in Appendix \_\_\_\_.
  3. Personal leaves will not be granted the day prior to or following a holiday or vacation period except in cases of an emergency and with the prior approval of the Building Principal or Superintendent in his/her absence. A teacher requesting a personal leave day on Friday shall, upon request, provide a general reason for such request and must secure the prior approval of the Building Principal or Superintendent in his/her absence. The employer reserves the right not to grant more than two (2) such requests for personal leave on any one (1) calendar day; one (1) at the elementary level and one (1) at the secondary level.
  4. Written requests for personal leave shall be made at the earliest possible time, but in no event on less than 48 hours notice, except in case of an emergency.
  5. Each request for personal leave shall be in writing and shall constitute a certification by the teacher that the obligation cannot reasonably be scheduled outside the regular work day or on a non-workday.

3. Teacher membership of the Building Teams shall comply with PA 335 and other laws of the State of Michigan. Each building team shall have as members a minimum of five (5) teachers, as specified in this section, selected by the Association.
    - a. The elementary building team shall have at least: one K-3 teacher; one 4-6 teacher; and one teacher from a specialty area.
    - b. The high school building team shall have at least: three teachers from basic studies areas(language arts, social studies, mathematics, science); and one middle school teacher.
  4. At least one special education teacher shall be a member of a building team or the district wide committee.
- C. The following contractual prerequisites, considerations and constraints shall be observed wherever the process of School Improvement is implemented:
1. There will be no violation of contractual or Board policy provisions without appropriate waivers.
  2. Participation in the School Improvement process will be voluntary. An individual will not be evaluated, disciplined or discharged based upon the degree of participation or non-participation in the process. Time and/or compensation for committee work regarding PA 335 shall be provided as per Schedule B.
  3. Provisions shall be made for training staff members in such areas as communications skills, consensus building, conflict resolution, collaborative decision making, etc.
- D. Whenever a School Improvement decision conflicts with a contractual or Board policy issue, a waiver must be obtained by the following procedure. Implementation is dependent upon the approval of all involved parties.
1. The waiver request will be presented to all parties and governing boards impacted by the plan including the Association President, the District Wide School Improvement Team Chair, and the Superintendent.
  2. Waiver requests must include supporting documents and rationale, and a certification of the groups or individuals that endorse the waiver.
  3. The Association and the Superintendent will approve or deny the waiver or return the request to the petitioning group with suggestions for further review or modification.

## ARTICLE 22

### MISCELLANEOUS PROVISIONS

- A. 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 a written and signed amendment to this Agreement.
- B. Any individual contract between the Board and an individual teacher shall be subject to and consistent with the terms and conditions of this Agreement. Individual contracts hereafter executed shall be expressly made subject to and consistent with the terms of this or subsequent agreements to be executed by the parties. If an individual contract contains any language inconsistent with this Agreement, this Agreement, during its duration, shall be controlling.
- C. This Agreement shall supersede any rules, regulations or practices of the Board 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 Board.
- D. Copies of this Agreement shall be printed at the expense of the Board and presented to all teachers now employed or hereafter employed. The Association shall receive additional copies.
- E. The division of the teacher's yearly salary into pay periods shall be on an individual basis, either 20 or 26 pay periods, upon request submitted on or before the first day of school. Once this request has been signed and submitted to the Superintendent's Office it may not be changed.
- F. If any provision of this Agreement or any application of the Agreement to any employee or group of employees shall be found to be contrary to law, then such provisions or applications 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.
- G. Subject to applicable provisions of this Agreement, Professional Compensation shall be as set forth on Schedule "A", Extra Duty Compensation shall be set forth on Schedule "B", and the School Calendar shall be as set forth on Schedule "C". The calendar will be negotiated to agreement as the first item of each year applicable.

**ARTICLE 23**

**FRINGE BENEFITS**

A. **MESSA PAK INSURANCE PROGRAM.** Subject to the conditions set forth herein, each full-time teacher shall have the right to elect either Plan "A", or Plan "B".

**Plan "A".**            **For employees electing health insurance.**

The Board will pay on behalf of each eligible teacher needing health coverage the applicable premium as determined hereafter for the following described MESSA-PAK fringe benefit plan, namely:

- Super Care 1 Health Insurance Plan
- Delta Dental Plan C03 (50/50/50: \$1,000)
- Vision VSP-2
- Negotiated Life \$10,000 AD & D

**Plan "B".**            **Alternative for employees not electing health care insurance**

As an alternative to Plan A the employee may elect the following benefits package:

	<b>1994-95 Monthly Cost</b>
Delta Dental Plan    100:90/90/90; \$1500 with 4 Cleanings (\$1000 Maximum for Class I & II)	\$78.08
VSP-3 Plus	\$25.16
Negotiated Life    \$50,000 with AD & D \$2000 Spouse Dependent Life \$2000 Children Dependent Life	\$12.64
Prescription Rider    YES- \$.50 co-pay	\$52.17
Sec. 125 cash option in lieu of health insurance	\$62.35

The total value of Plan "B" for 1994-95 is \$230.40 per month. This amount will be adjusted on an annual basis.

## ARTICLE 25

### PROFESSIONAL COUNCIL

- A. Purpose. The Professional Council develops mutually satisfactory solutions to problems which emerge during the life of the Agreement. Amendments to this Agreement generated through the problem-solving process shall be subject to ratification by the Parties.
- B. Membership. Each party shall, in addition to the Superintendent and the UniServ Director, be entitled to four (4) Council representatives.
- C. Meetings. Meetings may be called by either party.

**SCHEDULE A-1**

**SALARY SCHEDULE: 1994-95**

**1994-95 Base Salary = \$21269**

<b>Step</b>	<b>BA Index</b>	<b>BA Salary</b>	<b>BA+20 Index</b>	<b>BA+20 Salary</b>	<b>MA Index</b>	<b>MA Salary</b>
3	1.06	22545	1.085	23077	1.135	24140
4	1.095	23290	1.12	23821	1.18	25097
5	1.13	24034	1.16	24672	1.225	26055
6	1.165	24778	1.20	25523	1.27	27012
7	1.20	25523	1.24	26374	1.315	27969
8	1.235	26267	1.28	27224	1.36	28926
9			1.32	28075	1.405	29883
10			1.36	28926	1.45	30840
11			1.40	29777	1.495	31797
12			1.44	30627	1.54	32754
13			1.48	31478	1.585	33711
14			1.52	32329	1.63	34668
15			1.56	33180	1.675	35626
16			1.60	34030	1.72	36583
17			1.64	34881	1.765	37540
18			1.726	36719	1.83	38930

1. A teacher with no teaching experience shall be placed at Step 3 of the appropriate lane.
2. Teachers who have not completed at least twenty (20) semester hours of credit beyond the BA degree shall not advance beyond Step 8 of the salary Schedule.

## GENERAL COMPENSATION PROVISIONS

- A. All teachers employed shall be given full credit on the salary schedules for full years outside teaching experience in any school district in the State of Michigan and other teaching experience for which credit is allowed.
- B. For each semester hour of credit earned toward an advanced degree at an accredited college or university beyond the Master's degree, not to exceed 30 semester hours whether earned prior or subsequent to employment by the Board, \$10.00 shall be paid annually in addition to the teacher's base salary.
- C. Staff members who are planning to attend summer classes must complete a "Request for Scheduled Change" form on or before May 15th of the work year proceeding such attendance. A teacher who fails to comply with this requirement will not be compensated for such earned credits for the succeeding work year.
- D. The salary schedule is based upon the school calendar which, contains 182 teacher workdays, and is a part of this agreement. If the calendar is extended beyond the 182 workdays, for any reason, the teachers shall be paid based on their 182 workday per diem rate of pay.
- E. Teachers involved in extra duty assignments as set forth on Schedule B (which is attached to and incorporated in this agreement) shall be compensated in accordance with the provisions thereof. All teachers shall be compensated in accordance with the provisions of this Schedule and the annexed schedules without deviation. A teacher involved in an extra-duty assignment subject to Schedule B may request payment for such activity in a separate check payable upon completion of the coaching or other activity assignment.
- F. Teachers required in the course of their work to drive personal automobiles from one school building to another shall be reimbursed at the standard mileage rate authorized by the Internal Revenue Service. The rate as of July 5, 1994 is 29 cents per mile.
- G. Teachers employed for less than the normal teaching load of six periods shall receive one-fifth of his/her base salary for each period taught and shall not be required to be in attendance any period other than the periods he/she is contracted to teach.



\*Extra-duty compensation for this position will not be paid if the activity is part of a regular classroom assignment. It is understood and agreed in such case that the individual undertaking the assignment will not be eligible for an extra-duty assignment. Also, an individual who assumes responsibility for the Yearbook as an extra-duty assignment will not be given another extra-duty assignment.

The extra-duty salary schedule shall be subject to the following terms and conditions:

- A. Compensation earned by a teacher pursuant to the extra-duty salary schedule shall be subject to the provisions of the Michigan Public School Employees Retirement Act of 1979, as amended.
- B. A teacher shall not have tenure in any extra-duty assignment.
- C. Compensation for new bargaining unit position(s) to be included in schedule B, and/or limited duration assignments, shall be determined through negotiation with the Association.
- D. Any activity may be temporarily or permanently discontinued. All extra duty assignments will be posted each year.
- E. In the absence of certified and qualified internal applicants, the Board may assign Schedule B positions/activities to external applicants.
- F. None of the provisions of this Agreement shall apply to a person who is not a member of the bargaining unit, provided, however, that compensation for any non-bargaining unit member shall not exceed the scheduled rate for the activity.

Appendix D

**GRIEVANCE REPORT FORM**  
**SMEA / MENDON EDUCATION ASSOCIATION**

Mendon Community Schools  
St. Joseph County, Michigan

Grievance # \_\_\_\_\_

Association Representative \_\_\_\_\_

NAME OF GRIEVANT

DATE OF INCIDENT

DATE CLAIM FILED

1. Statement of Grievance: \_\_\_\_\_

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

2. Applicable Portion(s) of the Agreement: \_\_\_\_\_

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

3. Relief Requested: \_\_\_\_\_

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

\_\_\_\_\_  
Signature of Grievant or Union      Date

MENDON COMMUNITY SCHOOLS  
TEACHER EVALUATION FORM

CLASS/SUBJECT \_\_\_\_\_ OBSERVATION TIME \_\_\_\_\_ TEACHER \_\_\_\_\_  
 CLASS/SUBJECT \_\_\_\_\_ OBSERVATION TIME \_\_\_\_\_ TEACHER \_\_\_\_\_  
 CLASS/SUBJECT \_\_\_\_\_ OBSERVATION TIME \_\_\_\_\_ TEACHER \_\_\_\_\_  
 CLASS/SUBJECT \_\_\_\_\_ OBSERVATION TIME \_\_\_\_\_ TEACHER \_\_\_\_\_  
 CLASS/SUBJECT \_\_\_\_\_ OBSERVATION TIME \_\_\_\_\_ TEACHER \_\_\_\_\_  
 CLASS/SUBJECT \_\_\_\_\_ OBSERVATION TIME \_\_\_\_\_ TEACHER \_\_\_\_\_

RATING SCALE DEFINED:

SATISFACTORY	-MEETS MINIMUM PERFORMANCE REQUIREMENTS
NEEDS IMPROVEMENT	-NEEDS TO IMPROVE TO MEET MINIMUM PERFORMANCE REQUIREMENTS
UNSATISFACTORY	-UNACCEPTABLE PERFORMANCE - DOES NOT MEET MINIMUM PERFORMANCE REQUIREMENTS

		NEEDS	
		<u>IMPR.</u>	<u>UNSAT.</u>
<b>A. <u>PROFESSIONAL PERFORMANCE</u></b>	<u>SAT.</u>		
1. SHOWS LOYALTY AND COOPERATION.	_____	_____	_____
2. DISPLAYS A POSITIVE RELATIONSHIP WITH FACULTY AND STAFF.	_____	_____	_____
3. DEMONSTRATES EFFECTIVE DAILY PREPERATION.	_____	_____	_____
4. REACTS RATIONALLY TO CONSTRUCTIVE CRITICISM.	_____	_____	_____
5. DEMONSTRATES INITIATIVE AND RESOURCEFULNESS.	_____	_____	_____
6. DISPLAYS PROMPTNESS AND DEPENDABILITY.	_____	_____	_____
7. DEMONSTRATES CONTINUED PROFESSIONAL GROWTH AND INTEREST.	_____	_____	_____
8. DEMONSTRATES A PROFESSIONAL ATTITUDE.	_____	_____	_____
9. EVIDENCES PROMPTNESS AND CONSISTENCY IN COMPLETING REQUIRED CLERICAL ANDROUTINE DUTIES.	_____	_____	_____
<b>B. <u>BEHAVIOR TOWARD PUPILS AND COMMUNICATION WITH PARENTS</u></b>			
1. SHOWS INTEREST IN PUPILS.	_____	_____	_____
2. SOLICITS PUPILS' POINTS OF VIEW.	_____	_____	_____
3. SECURES COOPERATION OF PUPILS.	_____	_____	_____
4. DEMONSTRATES CONCERN FOR PUPILS OUTSIDE THE CLASS-ROOM.	_____	_____	_____
5. EVIDENCES A WILLINGNESS TO COMMUNICATE AND WORK WITH PARENTS.	_____	_____	_____
<b>C. <u>SCHOLARSHIP</u></b>			
1. DEMONSTRATES KNOWLEDGE OF SUBJECT MATTER.	_____	_____	_____
2. DEMONSTRATES SKILLS IN APPLYING KNOWLEDGE.	_____	_____	_____

G. EXPLAIN THOSE AREAS RATED UNSATISFACTORY:

H. SUGGESTIONS FOR IMPROVEMENT:

I. OTHER COMMENTS:

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EVALUATOR

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TEACHER

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