

# Master Agreement

*between*

Schoolcraft Community Schools

*and the*

Kalamazoo County Education Association

*representing the*

Schoolcraft Education Association

2011-2012

# Table of Contents

ARTICLE	DESCRIPTION	PAGE #
1	Collective Bargaining Agreement	1
2	Professional Schedule	2
3	Professional Assignments	5
4	Professional Standards	10
5	Teacher Rights and Responsibilities	10
6	Professional Performance	13
7	Compensation and Benefits	16
8	Authorized Absences	17
9	Association Rights and Responsibilities	20
10	Contract Enforcement	20
11	Part-Time/Shared-Time Employees	22
12	Miscellaneous Provisions	24
Schedule A	Compensation and Benefits	27
Schedule B	Extra Duty Compensation	32
Appendix A	The Cox Chart	34
Appendix B	Grievance Form	35
Appendix C	Teacher Evaluation Framework	37
Form A, B & C	Teacher Evaluation Document	38
Form D	Individualized Teacher Development Plan	42
Index		45

# COLLECTIVE BARGAINING AGREEMENT

This agreement entered into as of this 8<sup>th</sup> day of August, 2011, by and between the BOARD OF EDUCATION of the SCHOOLCRAFT COMMUNITY SCHOOLS, hereinafter called the BOARD (Employer) and the KALAMAZOO COUNTY EDUCATION ASSOCIATION, hereinafter called the KCEA, representing the bargaining unit called the SCHOOLCRAFT EDUCATION ASSOCIATION, hereinafter called the ASSOCIATION.

## ARTICLE 1

### PURPOSE AND RECOGNITION

**1.1 Purpose.** WHEREAS the Board and the Association recognize and declare that providing a quality education for the children of Schoolcraft 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 particularly qualified to assist in formulating policies and programs designed to improve educational standards. The general purpose of this agreement is to promote a professional, orderly and positive relationship between the Employer and the Association.

**1.2 Recognition.** WHEREAS the parties, following extended and deliberate professional negotiations, have reached certain understandings which they desire to memorialize. In consideration of the following mutual covenants, it is hereby agreed as follows:

The KCEA has been certified by the Michigan Employment Relations Commission as the collective bargaining representative for the bargaining unit called the Association described as follows:

All permanent professional employees who are required by law to be certified and who are regularly employed in grades K-12 excluding temporary employees, supervisory personnel, and all other employees.

The KCEA has designated the Schoolcraft Education Association (“Association”) as its representative for the purpose of contract administration.

## ARTICLE 2

### PROFESSIONAL SCHEDULE

**2.1 Work Year.** The normal work year shall begin not earlier than August 15th and end not later than June 15th, unless additional time is needed to make up. The work year shall include:

- A. One hundred eighty-three (183) work days.
- B. A Christmas - New Years break.
- C. A spring break.
- D. Mid-Winter Break. Mid-Winter Break will consist of 1-2 days off on a Friday and/or Monday in mid-winter as determined by the Calendar committee.
- E. Not more than four (4) days orientation for new teachers at the beginning of the year and two (2) days for other teachers.
- F. Two one-half (1/2) days for records, one one-half (1/2) day for the end of the First Semester and one one-half (1/2) day at the end of the Second Semester.
- G. Parent-teacher conferences. Teachers will be given one-half day, in advance for preparation of quarterly report cards.
- H. Not less than five (5) days or its equivalent for professional development training.
- I. A student year of not **more** than one hundred eighty (180) student days.
- J. School days missed will be made up at the end of the year, unless by mutual agreement. In the event the law penalizing schools for not holding 180 student instruction days is repealed during the life of this agreement, the parties shall revert to past practice where inclement weather days are concerned.
- K. Compensation for 2 evening conferences shall be recognized as one work day when counting calendar work days.
- L. Any whole or partial day of student attendance shall be recognized as one student day when counting calendar student days.

The calculation of days and half days shall be determined by past practice except as applicable laws or regulations shall expressly otherwise require.

**2.11 Calendar.** The calendar will be adopted by mutual consent of the parties and if agreement cannot be reached by July 1st, then the Board may announce the opening of school. It being understood that the same number of days overall in each category will be continuous each year.

**2.2 Work Weeks.** The Board recognizes the principle of the standard five-day work week. The administration will set work schedules and make professional assignments, which can be completed with such standard work weeks.

**2.3 Workday.** The teacher's normal teaching hours in the secondary, middle and elementary schools shall be as follows:

- A. Teachers are to be in their respective schools 1/4 hour before school starts.
- B. Teachers shall remain 1/2 hour after the regular school day ends.

**2.31 Lunch Period.** All teachers shall be entitled to a duty-free uninterrupted lunch period as follows:

- A. High School (9-12) minimum of 30 minutes each day.
- B. Middle School (5-8) minimum of 30 minutes each day.
- C. Elementary School (K-4) minimum of 40 minutes each day.

**2.32 Planning Time.** There shall be a free planning period each day equivalent to the regular class time for all high school and middle school teachers employed by the District. All elementary teachers will be granted weekly planning time equal to high school or middle school teachers.

**2.4 Class Size Guidelines.** It is acknowledged that the primary duty and responsibility of the teacher is to teach and that the organization of the school day should be directed at insuring that the energy of the teacher is appropriately utilized.

A. As the pupil-teacher ratio is an important aspect of an effective educational program, the parties agree that the class size, when ideally achieved, should be kept within the following guidelines:

**ELEMENTARY - MIDDLE**

K-2	25 students
3-8	30 students
Young 5's	21 students

**SECONDARY**

English	30 students
Social Studies	30 students
Mathematics:	
Algebra	30 students
Geometry	30 students
Trig	30 students
General Math	25 students
Science:	
Jr. High Science	28 students
Biology	30 students
Chemistry	30 students
Physics	25 students
Foreign Language	25 students
Industrial Arts	26 students
Business	20 students
Typing	30 students

**SYSTEMWIDE**

General Music	40 students
Band	Unlimited
Chorus	Unlimited
Art	24 students
Physical Education	40 students

**B.** In the event a classroom exceeds the student/teacher ratio as defined in Section A above, at the request of the affected teacher(s), the Association representative, the affected teacher(s), and the appropriate Administrator(s) shall meet in an effort to remedy the overload.

**2.41 Work Load Review.** A study committee consisting of 2 Employer representatives and 2 Association representatives (selected by the Association) shall be established for each building. If a teacher feels that he or she has an intolerable teaching situation involving an inflated class size, the teacher will refer the problem to the study committee. The committee will conduct a study within ten (10) school days of said referral and present their recommendations to the Superintendent. The Employer may without prejudice to its rights provisionally adjust a teacher's workload pending a decision.

**2.5 Materials.** The Board agrees to furnish appropriate texts, library reference facilities, maps and globes, laboratory equipment, audio-visual equipment, art supplies, athletic equipment, current periodicals, standard test and questionnaires, consistent with district goals and objectives.

Prior to changing a textbook, or selecting of a new textbook, the teachers affected and/or a committee of such teachers will be given the opportunity to meet and consult with the building principal regarding the proposed change or selection.

**2.51 Supply Orders.** After a teacher's supply order is approved by the principal and superintendent, it will not be changed or rejected without an attempt to notify and consult with the teacher.

**2.52 Work Room.** The Board shall provide a teacher work room in each building, which will be equipped with the necessary copy machines. Teachers shall have access to the work room during and after school hours and on weekends.

**2.53 Telephones.** The Board shall provide in each building access to a telephone from which teachers are provided the privacy to make confidential calls.

**2.6 Parent-Teacher Conferences.** The Board of Education will establish a schedule of conferences that will permit a one hour lunch period and two hours between afternoon and evening sessions. Teachers will not be required to schedule conferences past 9:00 p.m.

**2.7 Inclement Weather.** Teachers shall not be required to work more than one day per year when school is closed because of inclement weather.

**2.8 Meetings.** Administration reserves the right to call meetings under the following conditions:

A. Staff meetings – Can be called to disseminate information or work as a whole staff on school improvement initiatives. As a general rule staff meetings will occur before or after school for no longer than an hour and fifteen minutes. After school meetings will begin within twenty (20) minutes after students are dismissed. Before school meetings will begin no earlier than 7 a.m. Except for emergency meetings which fall under the purview of crisis management, no staff meeting shall be called unless a minimum of forty-eight (48) hours advance notice is given. Attendance at staff meetings is mandatory for both full and part-time staff unless the teacher receives permission to be absent by the administration prior to the meeting. Part-time staff is included in all the provisions of this Article.

B. Professional Development Meetings- To facilitate complete curriculum development, teachers will attend professional development workshops. The administration will have the responsibility for arranging and conducting these meetings along with a sub-committee for professional development to be established by the district's curriculum coordinating committee.

C. The administration may require teachers to attend other meetings and conferences scheduled outside the normal work day.

2.81 The administration shall not call more than thirty-six (36) hours of meetings specified in section 2.8 per year excluding parent-teacher conferences. Departmental and grade level meetings are voluntary unless specifically stated otherwise by the building principal. Mandatory departmental and grad level meetings require a forty-eight (48) hour advance notice. Meetings of department chairpersons are not within the thirty-six (36) hour limitation.

## ARTICLE 3

### PROFESSIONAL ASSIGNMENTS

#### Assignments, Vacancies, Promotions, Transfers, Layoff and Recall

**3.1 Assignment.** Since pupils are entitled to be taught by teachers who are working within their area of certification, teachers shall not be assigned, except temporarily, outside the scope of their teaching certificates or their major or minor field of study.

**3.11 Assignment Change.** Teachers who will be affected by a change in grade or subject assignment in the elementary, middle or high school must be consulted and notified by their principals or superintendent as soon as possible

**3.12 Transfer.** A transfer shall be defined as an entirely new teaching assignment, building or position. Requests by a teacher for transfer to a different class, building, or position shall be made in writing. A copy shall be filed with the Association. The application shall set forth the reasons for transfer, the school, grade or position sought, and the applicant's academic qualifications. Such requests shall be renewed once each year to assure active consideration by the Board.

If an involuntary transfer is to be made, the superintendent shall notify the affected teacher of the reasons for such transfer in writing. If two or more teachers are equally qualified, the transfer decision shall be made based on certification, qualifications, recommendations and seniority. If the teacher objects to such a transfer for the reason given, the dispute may be resolved through the grievance procedure.

**3.13 Assignment Disputes.** The Association shall be given notice of all permanent assignments by August 15th. If changes occur after August 15th the Association will be notified within five (5) workdays. If the Association claims that an assignment has been made contrary to the provisions herein set forth, the Association within five (5) workdays from receipt of notice of the disputed assignment shall in writing:

- A. Notify the Employer of the name of the teacher the Association claims should have been assigned.
- B. The specific reasons for such claim.

If the Employer does not accept the Association's claim, the decision of the Employer shall remain in effect pending a determination under the Contract Enforcement Procedure starting with the Formal Conference Step.

**3.14 Vacancy.** A vacancy shall be defined for purposes of this contract as an existing position previously held by an employee or a newly created position.

- A. 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 reasonable judgment so determines, such a vacancy may be filled on a temporary or tentative basis until the end of the current school year at which time the position will be considered vacant.
- B. The Board declares its support of a philosophy of filling vacancies from within its own teaching staff, when competent candidates are comparable to others. Whenever a vacancy arises, the Board shall notify the Association and provide for posting in every school (i.e., High School, Middle School, Elementary School). No vacancy, except in case of emergency, will be filled until such vacancy has been posted for five (5) days. Vacancies shall be filled on the basis of the experience, competency and qualifications of the applicant, length of service in the district, and other relevant factors.
- C. Whenever vacancies occur during the normal summer months when regular school is not in session, the following procedure, in addition to the procedure heretofore outlined, shall be followed:
  - 1. Teachers with specific interest 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.
  - 2. Should a vacancy occur, the teachers who have expressed an interest in said position or a similar position shall be contacted by the Personnel Office or Director 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 (3) days.

**3.15 Mentor Teachers.** The parties agree to cooperation in the implementation of Section 1526 of the School Code (Mentor Teachers) through the school improvement process, using the following guidelines:



- A. Purpose of the mentor assignment is to provide the probationary teacher with the assistance, resources and information in a collegian fashion. Evaluation of the probationary teacher shall remain the sole responsibility of the Administrator.
- B. The mentor teacher(s) will, preferably, be a tenured teacher(s) in the district that work in the same building and possess the same area of certification.
- C. Mentor assignments will be assigned and approved by the building principal. Participation as a mentor teacher will be voluntary.
- D. The mentor assignment shall be for one year, subject to review. The appointment may be renewed in succeeding years.
- E. Upon request, the Administrator shall make available reasonable release time so the mentor teacher may work with the probationary teacher in his/her classroom during the regular workday. Whenever possible, the mentor and probationary teacher shall be assigned a common preparation time.
- F. Mentor teachers will be assigned to each probationary teacher as follows:
  - 1. New Teacher to the Profession –
    - a. 3 years with mentor
      - i. first two years paid at 1.5% per year
      - ii. 3<sup>rd</sup> year no compensation
  - 2. Experienced Teacher – Non-tenured with previous experience
    - a. Two years with mentor
      - i. First year paid at 1.5%
      - ii. Second year unpaid
  - 3. Experienced Teacher – Tenured in previous district
    - a. One year with mentor
      - i. Paid .5%

**3.2 Layoff Procedures.** The parties do hereby agree that layoff will be by seniority in the system by laying off those teachers with the least experience first so long as the remaining staff has the certification to fulfill the selected educational program. In addition to the certification, a teacher must have a major or minor in the area of teaching assigned 9-12<sup>th</sup> grade. Seniority shall be measured in the following order of priority:

- A. Seniority shall be defined as continuous bargaining unit service according to the most recent date of hire. Continuous service shall not be broken by layoff and leave of absence.
- B. Number of years of professional experience in total.
- C. Major subject area over minor in the position available.
- D. Masters degree over Bachelors degree.
- E. If all things remain equal to this point, the Board shall make the final judgment.

F. When teacher layoffs are needed Section 1249 of the Revised School Code must be followed. The evaluation measurement tool will be used in identifying “effectiveness”. The following factors will be used:

Individual performance shall be the majority factor in making the decision, and shall consist of but is not limited to all of the following:

A Evidence of student growth, which shall be the predominant factor in assessing an employee’s individual performance.

B The teacher’s demonstrated pedagogical skills, including at least a special determination concerning the teacher’s knowledge of his or her subject area and the ability to impart that knowledge through planning, delivering rigorous content, checking for and building higher-level understanding, differentiating, and managing a classroom; and consistent preparation to maximize instructional time.

C The teacher’s management of the classroom, manner and efficacy of disciplining pupils, rapport with parents and other teachers, ability to withstand the strain of teaching.

D The teacher’s attendance and disciplinary record, if any.

-Significant, relevant accomplishments and contributions. This factor shall be based on whether the individual contributes to the overall performance of the school by making clear, significant, relevant contributions above the normal expectations for an individual in his or her peer group and having demonstrated a record of exceptional performance.

-Relevant special training. This factor shall be based on completion of relevant training other than the professional or continuing education that is required by the employer or by state law, and integration of that training into instruction in a meaningful way.

Length of service or tenure status shall not be a factor in a personnel decision. However, if that personnel decision involves 2 or more employees and all other factors distinguishing those employees from each other are equal, then length of service or tenure status may be considered.

**3.21** Bargaining unit members who become administrators in the district shall retain all seniority earned during time of service in the bargaining unit. Upon return to the bargaining unit date of hire will be adjusted to deduct time spent as an administrator. In the event a bargaining unit member becomes an administrator and returns to the bargaining unit within one year, no seniority deduction will be made.

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

A. Teachers will be recalled based on the “effectiveness” rating using the evaluation tool; keeping in mind the factors used when determining layoffs.

B. It shall be the responsibility of each teacher to notify the Employer of any change in address, certification or qualifications. If no recall date is set forth in the notice of layoffs, the Employer shall give written notice of recall from layoffs by sending a certified letter to the teacher at the teacher’s last known address. The obligation to re-hire a teacher shall terminate if the teacher fails to return to work at the time specified. Teachers retain the right to recall for three years from the time of layoffs in accordance with the provisions of the Teacher’s Tenure Act.

C. Teachers who are notified of a recall give up their right to recall if they fail to accept an assignment equal to their previously held assignment.

D. A certified and qualified teacher who is on lay-off holds their seniority spot to a full time position that results from an expansion of a part time position if the less senior teacher is rated the same or less, unless the rating system changes for that less senior teacher during the part-time status. This circumstance will be considered a vacancy and filled according to Section 3.14 of the Master Agreement.

E. We will not follow the above provisions for those teachers who are on lay-off from the 2010-11 school year. Seniority will still play a factor in recalling those staff members.

**3.4 Association Cooperation.** The Association agrees to encourage teachers to notify the Employer at the earliest practical time if they do not intend to renew their contract and further agrees to furnish the Employer information as it becomes available concerning the probability of future vacancies.

**3.5 Staff Reorganization.** In the event of staff reorganization the parties will work together in developing teacher assignments in the mutual best interest of the District, the Association and the teachers involved.

**3.6 Retraining.** It is the desire of both parties to continue to staff the schools with the present faculty. Therefore, the parties agree that every reasonable effort will be made to assure the required retraining of teachers whenever assignment changes are necessary.

**3.7 School Improvement Plans.** The provisions contained in this section shall apply to all School Improvement Plans as provided in Public Act 197 of 1989, Section 15.1919 (919b) MSA.

A. In the event that any provision(s) of a School Improvement Plan or application thereof violates, contradicts, or is inconsistent with the collective bargaining agreement, the collective bargaining agreement shall prevail.

B. Any provision(s) of a School Improvement Plan or applications thereof affecting the wages, hours, and/or other terms and conditions of employment of any bargaining unit members must be by mutual agreement of the Board and the Association prior to being implemented.

C. Participation in a School Improvement Plan by teachers shall be voluntary and will not be reflected in the teacher’s evaluation.

D. Release time shall be granted for teachers on the School Improvement Team, for both training and program development/participation.

**3.8 Inclusion of Handicapped Students.** The parties recognize the extent to which a handicapped student can be included in regular education programs and services and whether such inclusion can be achieved satisfactorily, will depend in large part upon the training and other support provided the regular education personnel responsible for instructing the handicapped student.

Accordingly, the Employer will provide support for regular education personnel. Such support may be in the form of supplementary teaching materials, support personnel, in-service training or other support suggested by the student's IEPC.

## ARTICLE 4

### PROFESSIONAL STANDARDS

**4.1 Standards.** The success of the educational program is dependent on all professional employees acknowledging and meeting their responsibilities toward the achievement of the educational goals. The parties acknowledge the difficulty of completely and precisely defining the professional responsibilities of the entire professional staff. The Association and the Employer will work cooperatively through the Professional Standards Committee (P.S.C.) to develop mutually acceptable professional standards.

**4.2 Liaison Officer.** The Association shall appoint, with the consent of the superintendent, a liaison officer whose duties shall be to maintain a consistent, open and positive relationship with the superintendent for the purpose of resolving routine matters between the parties and to maintain a positive relationship between the District and the Association.

**4.3** An ethics and professional relations panel consisting of not more than three members of the Board of Education and not more than three members of the Association may be convened to hear concerns, as related to the NEA Teacher "Code of Ethics" and concerns one teacher may have about another's professional conduct. The Association president and the superintendent may be present as non-voting observers.

The panel shall appoint co-moderators, one from the Association and one from the Board. The panel is authorized to make non-binding recommendations to resolve appropriate concerns. This does not preclude assumption of any management rights.

## ARTICLE 5

### TEACHER RIGHTS AND RESPONSIBILITIES

**5.1 Association Support.** Pursuant to Act 379 of the Public Acts of 1965, the Board hereby agrees that every certified teacher shall have the right to join and support the Association for the purpose of engaging in concerted activities such as: negotiations, mutual aid, and professional development.

**5.11 Association Membership.** Within thirty (30) days of the beginning of their employment hereunder, teachers may sign and deliver to the Board of Education an assignment authorizing deduction of membership dues or assessments of the Schoolcraft Education Association (and optional deductions for the National Education Association and the Michigan Education Association) upon such conditions as the Association shall establish. Such sums shall be deducted optionally as dues from the regular salaries of all such teachers and remitted not less frequently than monthly to the Association.

In the event that a teacher does not join the Association and execute an authorization for dues deduction in accordance with the preceding paragraph, such teacher shall, as a condition of continued employment by the Board, cause to be paid to the Association a sum equivalent to the amount stated below. In the event this representation fee is not paid, the Board, upon receiving a signed statement from the Association indicating the teacher has failed to comply with this condition, shall immediately notify the teacher that his services shall be discontinued at the end of the current semester. The refusal of said teacher to contribute a sum equivalent to 2/3 of the cost of membership dues for full-time employees and a sum equivalent to 1/3 of the cost of membership dues for part-time employees to the costs of negotiation and administration of this and subsequent Agreements is recognized as just and reasonable cause for termination of employment.

**5.12 Save Harmless.** The Association shall indemnify and save the school employer and school corporation harmless against any and all claims, demands, suits or other forms of liability that may arise out of or by reason of action taken or not taken by the school employer or school corporation in reliance upon signed authorization cards or lists furnished to the school employer or school corporation by the Association for the purpose of payroll deduction of dues.

## **5.2 Damages and Claims.**

- A. The Board will provide legal counsel to advise the teacher of his or her rights and obligations with respect to any assault occurring during the performance of school related duties and shall render all reasonable assistance to the teacher in connection with handling of the incident by law enforcement and judicial authorities.
- B. If any teacher is complained against or sued by reasonable or proper disciplinary action taken by the teacher against the student, the Board will provide counsel and render all necessary assistance to the teacher in his defense.
- C. Time lost by a teacher in connection with any incident mentioned in this Article shall not be charged against the teacher.
- D. The Board will reimburse teachers for any reasonable loss, damage, or destruction of clothing or personal property of the teacher while in the direct performance of their professional duty in the school or on the school premises.

E. Complaints: Any complaint or concern directed toward a teacher that is of such significance that it may be placed in the teacher's file shall be investigated by an administrator, and if so warranted will be documented and placed in the teacher's file. The teacher shall have the right to place a letter of rebuttal in his permanent record. If a teacher is to be reprimanded and/or disciplined, it may be done in private, or another individual may be present at the request of either party.

**5.3 Personnel Files.** The Employer shall cause a personnel file to be established and maintained for each teacher in accordance with the following guidelines, namely:

A. An employee shall have the right to review the contents of his personnel file during regular business hours upon prior request. A representative of the Association may accompany the employee at the request of the employee. The file shall be reviewed in the presence of a representative of the Employer. Any placement references received by the Employer with the understanding that such references would remain confidential shall not be subject to review.

B. After the date of employment, a teacher shall be given notice of the Employer's intention to insert any materials in his personnel file which may reflect unfavorably on the character of the teacher's professional services.

C. A teacher may request in writing that material which the teacher claims to be erroneous be removed from his file. The request shall set forth the factual basis for such claim. If the Employer fails to remove the objectionable material within twenty (20) calendar days from receipt of such request, the teacher shall have the right to insert in his file a written statement, or other relevant material, concerning the material to which an objection has been made. The objectionable material shall be appropriately marked to show the existence of the teacher's filing, and the material to which an objection has been made shall be attached to and released only with the material filed by the teacher.

**5.4 Medical Examinations.**

A. The Employer may suggest that a teacher receive a physical and/or mental examination upon initial employment and for reasonable cause may also suggest that a teacher receive a physical and/or mental examination:

1. To determine the existence of any condition which might impair the ability of the teacher to safely and properly discharge the teacher's professional duties.
2. To determine the existence of any condition which might be detrimental to the health of the students or other persons.

The Employer's reasons for suggesting an examination shall be given the teacher in writing and shall be subject to the contract Enforcement Procedures. If the Employer shall suggest a medical examination, it shall pay the cost thereof provided that the examining physician and/or medical facilities are satisfactory to both Employer and employee.

- B. The Employer shall either furnish facilities for TB tests or reimburse each teacher for such tests as may be required by law.

**5.5 Association Representation and Discipline.**

- A. A teacher shall, at all times, be entitled to have present a representative of the Association when being reprimanded, warned, or disciplined for any infraction of discipline or delinquency in professional performance.
- B. When a request for such a representation is made, no action shall be taken with respect to the teacher until such representation of the Association is present. The Administration can request an Association representative to be present if the teacher does not secure such representation within 24 hours.
- C. A teacher shall not be disciplined, reprimanded, reduced in rank or compensation, (or) deprived of any professional advantage without just cause.

**5.6 Teachers Facilities.** The Board shall make available in each school, adequate rest room and lavatory facilities exclusively for teacher use and at least one room appropriately furnished, which shall be reserved for use as a faculty lounge. The teacher's lounge and lavatory facilities will receive daily maintenance. General housekeeping is the teacher's responsibility.

**5.7 Citizenship Rights.** All teachers employed by the Board of Education shall be entitled to full rights of citizenship as outlined by the Constitution of the United States, the State of Michigan, Federal legislation and State action attendant thereto.

**5.8 Non-Discrimination.** The Association shall be entitled to full rights of citizenship and no religious or political activities of any bargaining unit member or lack thereof shall be grounds for any discipline or discrimination with respect to the employment of such bargaining unit member.

The Board agrees that it will in no way discriminate against or between bargaining unit members covered by this Agreement because of their race, creed, color, gender orientation, national origin or ancestry, age, sex, marital status, physical characteristics or handicap or place of residence.

**ARTICLE 6**

**PROFESSIONAL PERFORMANCE**

**6.1 Purpose** The parties agree that it is the duty of the Administration to evaluate all bargaining unit members. The purpose of evaluation is to measure the job performance of the bargaining unit member using a rigorous, transparent, and fair standard.

**6.2 Formal Teaching Evaluation.** In following Public Act 205 (Section 1249 of the Revised School Code) the following will occur as part of the teacher evaluation process:

- A. Evaluate the teacher's job performance annually while also "providing timely and constructive feedback".

-Each formal evaluation shall be in writing and shall be based on thirty (30) or more minutes of classroom observation with at least fifteen (15) consecutive minutes of observation.

-A post-observation conference shall be held within five (5) work days after the last of the classroom observations on which the evaluation is to be based. A preliminary copy of the formal evaluation resulting from the observation shall be given within ten (10) work days after the conference. If any evaluation criteria is rated (minimally effective or ineffective), the evaluator shall identify the deficiencies and identify specific improvement objectives. If the teacher disagrees with the observations, recommendations, or evaluation, the teacher shall submit with ten (10) work days a written reply which shall be attached to the evaluation and be placed in the teacher's personnel file. Future evaluations will include an evaluation of the previously mentioned criticisms to note progress.

-Formal observations must include a review of the teacher's lesson plan and the state curriculum standards being used in the lesson as well as pupil engagement in the lesson.

-Classroom observation must be part of the evaluation. Classroom observations do not have to be for an entire class period. Those that have not received a rating of "effective" or "highly effective" on his or her last two annual evaluations must be observed in the classroom multiple times during the school year. Observations may be formal and/or informal.

Definitions: Formal observations is an announced or unannounced visit to the classroom, work station, or other setting during which the observer records events which may include a variety of activities. An observation report and post-observation conference are used to give feedback.

Informal observations is an unannounced classroom or work station visit with feedback to the teacher. A series of drop-in visits, with written feedback, may also be used as documentation for the final evaluation.

- B. "Establish clear approaches to measuring student growth" and provide educators with "relevant data" on student growth.  
2013-14 – 25% of evaluation, 2014-15 – 40%, and 2015-16 – 50%
- C. Evaluate the educator's job performance using multiple rating categories that take into account data on student growth as a significant factor. Student growth is measured by using national, state, or local assessments and other standardized tests.
- D. Rate teachers by using the following four categories: highly effective, effective, minimally effective, and ineffective.
- E. Must establish "performance goals" developed by the school administrator in consultation with the teacher.

-The goals need to be focused on one or more of the following: professional growth and improvement of classroom management, instruction, district/school improvement goals, and/or student growth.



- These goals should be achieved by the end of the current school year unless other timelines were approved by the administrator.
- In most cases the goals would be developed within the first marking period.
- Two specific goals are required and will need to be established with the administrator having the option to add another goal.
- The goals will be weighed in as a portion of the final evaluation which will be completed and reviewed by June 1<sup>st</sup>.

F. First year teachers and those who have received low ratings must also receive an individualized development plan (IDP), again developed by the administrator in consultation with the teacher.

- The IDP goals need to be focused on professional growth and improvement of classroom management, instruction, district/school improvement goals, student growth, and/or other parts of our teacher evaluation template.
- The IDP goals should be achievable by the end of the current school year unless other timelines were approved by the administrator.
- In most cases the IDP would be developed within the first marking period.
- The IDP will be reviewed by June 1<sup>st</sup> with the teacher.

G. A mid-year evaluation must be used for a first year or low-rated teacher. At least a portion of the evaluation must be based on student achievement and aligned to the teacher's IDP, and include performance goals for the rest of the year developed by the administrator in consultation with the teacher.

H. Those that have not received a rating of effective or highly effective on his or her last two annual evaluations must be observed in the classroom multiple times during the school year and be provided written timely feedback.

**6.3 Final Evaluation.** The final written evaluation shall be prepared by Administration and submitted to the Teacher. The final evaluation may consist of formal and/or formal evaluations, data on student growth, performance goals, and if applicable individualized development plan. Behaviors not noted above may be included in the evaluation, provided the information has been brought to the attention of the teacher in writing, within a reasonable time of the Administrator's knowledge of the behavior and prior to the Final Evaluation.

- A teacher rated ineffective on three consecutive annual evaluations shall be dismissed from employment. This provision does not limit the ability of a district to dismiss an ineffective teacher even in the absence of three negative evaluations.
- A teacher who receives three consecutive annual evaluations of highly effective may thereafter be evaluated every two years.

**6.4 Other Evaluations.** Any evaluation outside the teaching situation will be recorded on a separate evaluation and in no way shall reflect on the teacher's teaching ability. Evaluation of extra-curricular activities shall in no way be included in the teaching evaluation.

## ARTICLE 7

### COMPENSATION AND BENEFITS

**7.1 Basic Compensation and Fringe Benefits.** The basic compensation and fringe benefits shall be asset forth in Schedule “A”, subject to the following provisions, namely:

- A. A teacher on the Longevity Schedule shall be eligible to advance to the next step on the salary schedule upon the completion of a service year. The step will be implemented at the beginning of each school year.
- B. Recognition of academic or certification advancement shall be made at the beginning of the work year following the submission by a teacher of proper verification of such advancement.

**7.2 Compensation Adjustments.** The basic compensation and/or benefits of a teacher on the Longevity Schedule shall be adjusted as follows:

- A. Overload, substitute and part-time adjustments shall be made as set forth in Schedule “A”.
- B. Salary adjustments for professional services required beyond the regular work year or for deduction in pay shall be made as provided in Schedule “A”.
- C. Additional compensation shall be paid for additional duties as set forth in Schedule “B”. The Employer may credit experience in related activities, whether earned in the same or different positions or capacities.
- D. The Employer may pay additional compensation for the performance on non-classroom professional assignments requiring additional professional responsibility, effort, or skill. The amount of such compensation shall be discussed by the Employer and the Association prior to the beginning of the assignment. The additional compensation shall terminate upon the completion of the assignment.

**7.3 Teaching Experience.** Credit for experience obtained with another Employer, including military service and vocational experience, may be given by the Employer in determining compensation.

**7.4 Mileage.** A teacher may be required to use his motor vehicle to discharge his duties and if so required shall be reimbursed in the amount set forth in Schedule “A”. The Employer may provide transportation in lieu of mileage.

## ARTICLE 8

### AUTHORIZED ABSENCE

**8.1 Extended Illness.** Any teacher whose personal illness extends beyond the period compensated under Article 7 shall be granted a leave of absence without pay for such time as is necessary, but not to exceed one (1) year, for complete recovery from such illness. Upon return from leave, subsequent to a 'return to work' authorization from a physician, a teacher shall be assigned to the same position, if available, or a substantially equivalent position.

**8.2 Leave Classifications.** A teacher may be eligible to be absent for the following purposes:

**8.21 Sick Leave.** Sick leave shall be used for:

- A. Any physical or mental condition which disables a teacher from rendering professional services, excluding any condition compensable by Worker's Compensation, or resulting from employment. Sick leave may be used for disability resulting from pregnancy to the extent expressly required by law.
- B. Any communicable disease which would be hazardous to the health of students or other employees.
- C. Physical examination, medical, dental, or other health treatment which cannot be scheduled outside of the teacher's regular work day.

**8.22 Family Leave.** Family leave shall be used for the illness of a member of the family indicated by Numbers 1-3 on the Cox Chart provided that the presence of the teacher is reasonably required.

**8.23 Funeral Leave.** Funeral Leave shall be used to attend the funeral of the deceased and/or to participate in usual bereavement activities. Family funeral leave is intended for the death of members of the family as indicate by Numbers 1-2 on the Cox Chart. Non-family Funeral Leave is intended for other relatives or persons whose prior relationship to the teacher would be sufficient to warrant the attendance of the teacher at the funeral of the deceased.

**8.24 Personal Leave.** Each teacher shall receive two and half (2.5) personal days at the beginning of the school year for necessary professional or personal obligations.

- A. Personal leave shall be prorated for those teachers employed less than full time or less than a full year.
- B. Written request for personal leave shall be submitted to the principal not less than twenty-four (24) hours in advance of the intended absence on the form provided by the school, unless the need for the leave was unforeseeable. Teachers will be notified as soon as possible before the date of absence(s) for any disapproval of a request.

- C. Personal leave will not be approved for the day prior to or day following Christmas-New Years break except in an emergency, for religious reasons or for unusual cases to be determined at the sole discretion of the Superintendent or his/her designee.
- D. Up to one (1) day of additional personal leave may be granted to a teacher in a case of emergency at the sole discretion of the Superintendent or his/her designee.
- E. If there is a snow day or if school is closed for any other reason, then teachers will not be charged a personal day.
- F. Any unused personal days will be converted to sick days at the end of each school year.

**8.25 Jury Leave.** Jury leave shall be used for jury service if the teacher is unable to be excused or to have such service rescheduled to a time which does not conflict with the discharge of his professional responsibilities. The teacher shall return to his duties whenever his attendance in court is not actually required and will give the Employer reasonable notice in order to avoid the unnecessary use of substitute teachers.

**8.26 Association Leave.** Upon the request of the Association, the Employer shall grant a leave of absence to a teacher for purpose of participating in Association professional improvement programs or for conducting official Association business related to the administration or negotiation of this Collective Bargaining Agreement in accordance with the following guidelines, namely:

- A. The absence of the teacher shall not materially interfere with the discharge of the teacher's professional responsibilities.
- B. The Superintendent shall not be required to grant more than five (5) such Association leave days during each school year nor to grant leave on any one day to more than two (2) teachers.
- C. The Association shall reimburse the Employer for the cost of a substitute.

**8.27 Meritorious Leave.** Meritorious leave shall be used for general health, adoptions, child care, family emergencies, education, or for meritorious reasons not otherwise provided herein. In determining whether to grant any such leave, the Employer shall consider:

- A. The past performance of the teacher.
- B. The staffing needs and other requirements of the Employer.
- C. The length of service of the teacher and the probability that the teacher will return to the service of the Employer.
- D. The purpose of the leave.

**8.3 Leave Compensation.** The eligibility of a teacher to receive compensation and/or benefits for leave days shall be as set forth on Schedule "A". A teacher shall not be eligible for compensation and/or benefits for any leave which does not comply with the terms of this Agreement or of the written leave Agreement. If a teacher does not complete a full work year, the Employer shall be reimbursed for any days or fractions of days used in excess of the earned leave days.

**8.4 Authorized Days.** The number of authorized leave days shall be as set forth in Schedule "A". If a teacher is tardy or absent without authorization, the Employer shall have the right to deduct compensation and benefits as provided in Schedule "A". No leave days shall be earned by a teacher if a teacher is on a leave of absence or laid off.

**8.5 Leave Administration.**

**8.51 Notice.** A teacher shall give the Employer notice of his desire to be granted a leave as soon as he is aware that leave will be required so that the Employer will have the maximum time to provide for the teacher's absence. The minimum notice for requesting a leave, excluding illness or unforeseeable events, shall be seven (7) work days prior to the requested leave date, or a regular Board of Education meeting, if Board approval is required. Requests for personal business should be submitted with a minimum of 24 hours notice before the leave.

**8.52 Leave Limitations.** All leaves shall be subject to the following limitations:

- A. A leave may be terminated early only with the consent of the Employer.
- B. A teacher may be required to disclose, except in cases of personal business, the specific use of a leave day.
- C. Leaves shall be taken in one half day increments, unless otherwise provided and agreed upon.

**8.53 Leave Denials.** A leave for other than personal illness or a family death may be denied if the teacher has failed to make adequate provision for the discharge of his classroom responsibilities during his absence. Leave request shall be made in writing on forms furnished by the Employer. A leave may be approved without a prior written request as a consequence of unforeseen circumstances or the inability of a teacher to file a written request, provided that a written application is thereafter filed.

**8.54 Verification.** If the Employer with the concurrence of four (4) Association appointed representatives determines that a teacher knowingly withheld or misrepresented material information concerning the purposes or the teacher's eligibility for leave or for any leave benefits, the teacher may be disciplined.

**8.6 Crisis Leave Bank.** An employee may voluntarily contribute to a crisis leave bank. This bank holds in reserve days that may be used for extended personal illness or injury when all of an individual's personal sick days have been depleted. Each day contributed shall equate to 1/2 day for the recipient. The Association shall be responsible for the administration of the crisis leave bank, but agrees to notify the Employer of such use. Teachers may apply for a maximum of 15 crisis leave days per application. Teachers may reapply for additional days for the same illness or injury. The purpose of the crisis leave bank is to provide protection for those people in need until they are covered by another loss-of-compensation benefit.

## ARTICLE 9

### ASSOCIATION RIGHTS AND RESPONSIBILITIES

**9.1 Use of School Facilities.** The members of the Association shall have the right to use school building facilities for meetings at all reasonable times that will not interfere with student education. The use of the building will be cleared through the Administration. The S.E.A. will not conduct meetings during a normal work day. Faculty bulletin boards in the teacher's lounge and other established media of communication shall be made available to the members of the Association.

**9.2 Furnishing Information.** The Board agrees to furnish to the Association, in response to occasional 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, together with information which may be necessary for the Association to process any grievance or complaint.

## ARTICLE 10

### CONTRACT ENFORCEMENT

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

#### **10.2 Steps of Procedure:**

##### **A. Level One**

1. A teacher with an alleged grievance shall discuss it with his principal individually, together, or through the Association representative. Such discussion shall take place within five (5) working days of the teacher's knowledge of the occurrence of the alleged grievance.

2. In the event that step one is unsuccessful or one of the parties to the grievance does not wish to use this step, the teacher may file a formal grievance on a form to be supplied by the Association, (see Appendix B). This form shall be completed on four copies; one copy for the grievant, one for the Association, one for the immediate principal, and one copy for the
3. superintendent. All copies will progress through the necessary steps until resolved so as each copy has dispositions recorded. These forms will be returned to the proper authorities upon resolving the grievance. A formal grievance must be filed within five (5) working days of discussion with the principal.
4. Within five (5) working days of the receipt of the grievance, except in case of absence, the principal shall meet with the Association in an effort to resolve the grievance. The principal shall indicate his disposition of the grievance in writing within five (5) working days of such meeting and shall furnish a copy thereof to the Association.

#### **B. Level Two**

1. If the Association is not satisfied with the disposition of the grievance or if no disposition has been made, the grievance may be transmitted to the Superintendent. Such action must take place within five (5) working days of receipt of the superior's decision, or expiration of time limit.
2. Within five (5) working days, the Superintendent, except in (the) case of an absence of either party, shall meet with the Association on the grievance and shall indicate his disposition of the grievance in writing within five (5) working days of such meeting, and shall furnish a copy thereof to the Association. In the event of absence, the Superintendent shall have five (5) working days upon his return to indicate his disposition.

#### **C. Level Three**

1. If the Association is not satisfied with the disposition of the grievance by the Superintendent, or if no disposition has been made within five (5) working days of such meeting, the grievance may be transmitted to the Board of Education by filing a written copy thereof with the secretary or other designee of the Board of Education. Such appeal is to be filed within five (5) working days after the Association receives an answer from the Superintendent.
2. The Board of Education, no later than its next regular meeting, may hold a hearing on the grievance, review such grievance in Closed Session, or give such other consideration as it shall deem appropriate.
3. Disposition of the grievance by the Board of Education shall be made in writing no later than five (5) working days thereafter. A copy of such disposition shall be furnished to the Association.

#### **D. Level Four**

1. If the Association is not satisfied with the disposition of the grievance by the Board of Education or if no disposition has been made within the period above provided, the grievance may be submitted to advisory arbitration before an impartial arbitrator. The arbitrator shall be selected by the American Arbitration Association in accord with its rules which shall likewise govern the arbitration proceeding.
2. The fees and expenses of the arbitrator shall be shared equally by the parties.
3. Notwithstanding the expiration of this Agreement, any claim or grievance arising thereunder may be processed through the grievance procedure until resolution.
4. In cases where the time required to process a grievance through the grievance procedure will cause a disadvantage to the grievant(s), the grievance may be appealed directly to the Board.
5. In the event that a grievance is filed by a bargaining unit member of the Association that is of such a nature that expediency in resolution is imperative or the grievance is of such a nature that a resolution could not be achieved by following the normal procedures, the parties may, by mutual consent, send the grievance directly to the advisory arbitration.

#### **10.3 Terms of Grievance.**

- A. The time limits provided in this Article shall be strictly observed but may be extended by written agreement of both parties.
- B. In the event a grievance is filed after May 1, of any year, strict adherence to the time limits may result in hardship to either party, the Board shall process such grievance prior to the end of the school term or within thirty (30) days after the grievance reached Level 4

**10.4 Provisional Relief.** A party may at any stage of the proceedings provisionally grant in whole or in part the relief requested by the Claimant. Neither a provisional grant of relief, nor the failure to grant such relief, shall be considered as an admission, it being intended only for the purpose of permitting a party to mitigate damages pending a final determination of the claim.

### **ARTICLE 11**

#### **PART-TIME/SHARED-TIME EMPLOYEES**

**11.1** The Schoolcraft Community Schools Shared-Time Program is a program in which teachers voluntarily reduce their employment to part-time and share a teaching position with another teacher. For example, two teachers may share an elementary classroom, one teaching morning and the other teaching afternoons.

**11.2** The following rules and procedures shall apply:

- A. Teacher participation shall be voluntary.
- B. All shared-time staffing assignments as well as the continuation of such assignments shall be subject to the approval of the Principal and Superintendent.



- C. Teachers participating in the Shared-Time Program shall be committed to the Program and shall have the option of returning to a position of equivalent time as held immediately prior to the establishment of the shared-time position, providing a position for which they are qualified is available.
  - 1. If the Shared-Time position is dissolved by the administration, the shared-time teachers will have the same rights as specified in the 3.2 Layoff Procedures of this contract to a full-time position for which they are qualified and certified.
  - 2. If the Shared-time teacher requests to return to a full-time position, they will be given consideration for any vacancy that exists.
- D. Participating teachers shall accrue full seniority during the year and shall advance on the salary schedule as though they were teaching full-time.
- E. As half-time employees, both teachers will be entitled to 10 half-days of sick leave and 2 half-days of personal leave per year. MESSA PAK A will be provided with a 50% co-pay of the insurance premium. If a teacher does not take PAK A, she/he may elect to take MESSA Plan PAK B at no additional cost.
- F. A pair of teachers or an individual teacher may apply for shared-time position.
- G. Teachers desiring to participate in the shared-time staffing program shall submit their requests by April 1, for the following school year. All requests shall be acted upon by the close of the school year.
- H. Exceptions to these guidelines shall be subject to discussion with the teachers involved, the Principal, the Superintendent and the Association.
- I. Teachers who enter into this Shared-Time Teaching Agreement understand that:
  - 1. Communication of attendance requirements for special faculty meetings will be the joint responsibility of the Principal and the shared-time teacher. Required attendance would only occur when the Principal felt it was essential he or she communicate with the entire staff at the same time. If both teachers are not asked to attend a faculty meeting, then the shared-time teacher who is in attendance at the meeting is expected to inform the other teacher of what took place at the meeting.
  - 2. Since most half-days (without students) occur in the afternoon, both teachers will be responsible for splitting the half days with students. In the event that one teacher is required to work a half-day (without students) for required professional development, she/he will be paid for the half-day on a per diem basis.

3. Shared-time teachers are responsible to plan together sufficiently and discuss student problems. It will be up to the principal to determine whether teachers are planning sufficiently together.
4. Any extra-duty assignments performed entirely by one teacher will be reimbursed at the full percent given in Schedule B.
5. All shared-time teachers will be expected to attend all parent-teacher conferences.

## ARTICLE 12

### MISCELLANEOUS PROVISIONS

#### 12.1 Negotiations Procedure.

- A. It is agreed that any and all matters not specifically covered by this Agreement of concern to either party shall be subject to professional negotiations between them from time to time during the period of this Agreement upon written request by either party to the other. The parties shall cooperate in arranging meetings, selecting representatives for such discussions, furnishing necessary information and otherwise constructively considering and resolving any such matters as promptly as possible.
- B. The Board's negotiating or bargaining representatives shall include at least two (2) members of the Board whenever possible. The KCEA negotiation or bargaining representative shall include at least two (2) teacher members of the Association. It is recognized that no final agreement between the parties may be executed without ratification by a majority of the Board of Education and by a majority of the membership of the Association, but the parties mutually pledge that representatives selected by each shall be clothed with all necessary power and authority to make proposals, consider proposals and make concession in the course of negotiations or bargaining, subject only to such ultimate ratification.
- C. The KCEA and Board specifically recognize the right of either party to appropriately invoke the assistance of the State Labor Mediation Board.
- D. Every Agreement executed under the provision of Paragraphs A and B of this Article shall become effective immediately upon ratification by the Board and by the Association unless otherwise stated, and shall continue in force for the life of the Master Agreement and shall have the same force and effect as all other parts of the Master Agreement.

**12.11 Term.** This Agreement shall be effective as of the date hereof, and shall continue in effect until August 20, 2012, except as a provision by its express terms intends for a longer period.

**12.12 Complete Agreement.** This Agreement contains the full and complete agreement of the parties and may be altered, changed, added to, deleted from, or modified only through the mutual consent of the parties in a written and signed amendment to this Agreement.

**12.3 Board Information.** Information presented to the Board of Education in an open meeting will be provided to the Association

**12.4 Contract Printing Deadline.** Copies of this Agreement shall be printed at the expense of the Board of Education and presented to all teachers now employed or hereafter employed by the Board, within thirty (30) days following ratification by both parties.

**12.5 Policy Determination.** The Board of Education has the right to determine, with the advice and recommendation of the school faculty, the curriculum to be taught, textbooks to be used, the grading system, and all other rules and regulations with regard to the conduct of the pupils on the school premises.

**12.6 Definitions.** Except as otherwise expressly provided in this Agreement, the words and phrases have the following meanings:

- A. Day means a calendar day except a Saturday, Sunday or a scheduled holiday vacation period occurring during the school year.
- B. Part-time teacher means a teacher employed under a written contract who regularly works less than a full work year, work week or work day.
- C. Party means the Employer the KCEA or the SEA.

**12.7 General Interpretation.** This Agreement shall supersede any rules, regulations, or practices of the Board which shall be contrary to or inconsistent with the terms of the Agreement. It shall likewise supersede any contrary or inconsistent terms contained in any individual teacher contracts heretofore in effect. All future individual teacher contracts shall be made expressly subject to the terms of this Agreement. The provisions of *Article 12—Miscellaneous Provisions*

Article 12—Miscellaneous Provisions

this Agreement shall be incorporated into and be considered part of the established policies of the Board. Each provision shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision shall be invalid, such provision shall be ineffective to the extent of such invalidity without invalidating the remaining provisions of this Agreement. Except as otherwise expressly provided in this Agreement, the Employer retains all powers, rights, authority, duties and responsibilities conferred upon it or vested in it by the laws and Constitution of the State of Michigan and of the United States.

**12.71 Captions.** Captions are included only for convenience of reference and shall not modify in any way the provisions herein.

**12.72 Individual Contracts.** All individual teacher contracts are subject and subordinate to the provisions of this Agreement and shall be terminated in accordance with the procedures herein set forth or by the termination of the teacher's tenure rights.

**12.73 Policies and Other Agreements.** The Employer has the right to adopt policies, initiate programs and enter into agreements with teachers or others, which are not contrary to the express terms of this Agreement. The Employer shall in good faith consult the Association prior to the adoption of any policy required by this Agreement.

**12.8 Contract Representatives.** Each party shall designate in writing the names of its authorized representatives to administer the contract and such representatives shall meet at least monthly during the terms of this Agreement.

**12.9 Professional Study Committee.** The parties agree that a Professional Study Committee (P.S.C.) will meet on a timely basis to discuss issues of mutual concern. The committee shall serve in a problem solving and advisory capacity. The parties may have as many as four (4) representatives each on the P.S.C.

Dated: August 8, 2011

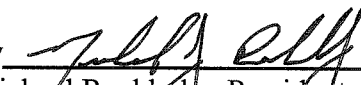
**KALAMAZOO COUNTY  
EDUCATION ASSOCIATION**

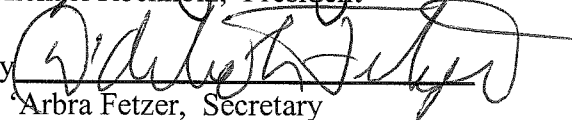
By   
George Przygodski, MEA UniServ Director

By   
Terry Haas, SEA Contract Enforcer

By   
Tara Dalga, SEA President

**SCHOOLCRAFT COMMUNITY  
SCHOOLS BOARD OF EDUCATION**

By   
Michael Rochholz, President

By   
D'Arbra Fetzer, Secretary

**SCHEDULE A  
A-1 Compensation**

School Year Beginning                      2011

STEP	INDEX	B.A.	INDEX	M.A.	M.A. + 30 Salary
	B.A.	SALARY	M.A.	SALARY	(\$1,200)
		33,000		35,310	
1	1.000	33,000	1.070	35,310	36,510
2	1.040	34,320	1.110	36,630	37,830
3	1.085	35,805	1.185	39,105	40,305
4	1.135	37,455	1.235	40,755	41,955
5	1.200	39,600	1.300	42,900	44,100
6	1.250	41,250	1.350	44,550	45,750
7	1.300	42,900	1.410	46,529	47,729
8	1.350	44,550	1.470	48,509	49,709
9	1.400	46,200	1.530	50,489	51,689
10	1.450	47,849	1.600	52,799	53,999
11	1.500	49,499	1.660	54,779	55,979
12	1.550	51,149	1.720	56,759	57,959
13	1.600	52,799	1.780	58,739	59,939
14	1.655	54,614	1.840	60,719	61,919
15	1.730	57,089	1.910	63,029	64,229
20	1.778	58,673	1.953	64,448	65,648
25	1.818	59,993	1.996	65,867	67,067

**A. 1.2 Compensation Adjustments.**

- A. Teaching assignments in the High School and Middle School that require more than four (4) academic preparations per year will receive additional compensation at the rate of 5% of the base. This article includes only English, Math, Science, and Social Studies classes. Band, Physical Education, Choir, Art, Home Economics, Industrial Arts, along with academically grouped, combination and experimental classes are excluded
- B. An elementary teacher having a split grade (excluding non-graded classes) shall receive an additional amount equal to 2.25% of the BA base per year plus state retirement.

**A. 2.1 Benefit Plans.**

- A. For the 2011-12 contract year the Employer agrees to pay \$15,140 toward health insurance premiums for each eligible, full time teacher.

All premium costs above this amount for the employee selected health insurance plan shall be the responsibility of the employee. The employee selected plan for 2011-12 contract year is:

Choices II	
In-Deductible	\$500/\$1,000
OON Deductible	\$1,000/\$2,000
OV/UC/ER Co-pay	20/25/50
RX	10/20
District Pay	\$15,140.00

Any increase (decrease) in the total cost of the premium for an individual will be negotiated in the subsequent contract.

- B. For the 2011-12 contract year the Employer agrees to pay \$1,000 to a Health Reimbursement Account (HRA) for each member insured through Schoolcraft Community Schools medical plan.. The HRA shall be administered by a third party administrator (TPA) selected by the Employer. Expenses eligible for reimbursement through the HRA include in-network and out of network deductible expenses, office visits, urgent care, emergency care and prescription co-pays.
- C. For the 2011-12 contract year the Employer agrees to provide the following benefit for a full time teacher who does not elect to participate in the district health insurance plan:

1. A fully paid MESSA Pak B plan that includes coverage not less than the 2008-2009 coverage levels for:

Negotiated Life	\$50,000 AD&D
Delta Dental	80/80/50: \$1,500
Vision	VSP-3
Long Term Disability	66 2/3%
	\$5,000 maximum
	90 calendar days - modified fill
	Freeze on offsets
	Alcoholism/drug addiction - 2 years Mental/nervous - 2 years

2. Those full time employees who elect not to participate in the health insurance program will receive a cash benefit of \$5,000 to be paid annually. This cash payment (about \$416.67) would be made monthly to the employee. The choice must be made annually. The cash benefit will be prorated for employees working 50%-99% contract.
3. In cases where the spouse's open enrollment does not coincide with the open enrollment period for Schoolcraft Education Association, the employee will maintain the current MESSA coverage until their spouse's open enrollment date. The employee electing this option needs to commit to the change in writing by the end of the Schoolcraft Education Association's open enrollment. In addition the employee will notify the district at least 30 days in advance of their spouse's open enrollment date.

This language would take affect for the 2011-12 school year if at least 7 members total decide to take this option.

Section 125 Plan – The employer will adopt a qualified plan document, which complies with Section 125 of the Internal Revenue Code. This plan will provide employees with the option of paying health insurance benefits with pre-tax dollars.

All costs related to the implementation and administration of benefits under this provision shall be paid by the employer. Any dispute related to the Section 125 plan shall be grievable under the terms of the grievance procedures found in Article 10 of this Agreement.

#### **A. 2.2 Contribution Adjustments.**

- A. If a teacher does not provide professional services for the full work year, premiums shall terminate at the end of the calendar month in which the teacher's professional services ended.
- B. The benefits of a part-time teacher shall be proportionately adjusted.

**A. 2.3 Application for Insurance.** Each teacher shall file an application with the Employer for insurance coverage on forms furnished by the Employer. Each application shall include, or have attached to it, a certification by the teacher of the insurance coverage available to each dependent or spouse included in the application. An amended certification shall be promptly filed whenever there is any material change in the information previously furnished.

**A. 2.4 Association Cooperation.** The Association agrees to cooperate with the Employer in order to discourage insurance coverage which will result in the shifting of coverage cost from another employer or double coverage with no reasonable benefits to the insured.

<u>Leave Classification</u>	<u>Yearly</u>	<u>Accumulation</u>	<u>Compensated</u>
Sick Leave (family & self)	10 days	100 days	Yes
Funeral Leave:			
Family	Agreement	none	Yes
Non-family	1 day	none	Yes
Personal Leave	2.5 days****	none	Yes
Association Leave	Contract	none	Yes***
Meritorious Leave	Agreement	none	Yes & No

**A. 2.5 Plan Year.** The benefit period shall be the same as the contract period.

**A. 3 Leave Allowances.**

A. Each full time teacher shall be eligible for the following leave benefits:

\*\*\**Association to pay cost of substitute.*

\*\*\*\* *Unused personal business days will be converted to sick days at the end of each school year.*

B. Once ninety (90) days of sick leave has been accumulated, a teacher shall be paid \$25.00 per each day of unused sick leave accumulated over ninety (90) days. The monies will be paid at the end of the school year.

C. Upon retirement, a teacher shall be paid \$25.00 per each day for the unused portion of sick leave accumulated up to 100 days.

**A. 4 Transportation Allowance.**

A. Reimbursement shall be at the rate that is established by the IRS at the time the reimbursement is made.

B. Reimbursement for staff, who travels daily between buildings to fulfill their professional duties, shall be reimbursed \$100/semester.



**A. 5 Payroll Deduction.** Deductions for insurance are limited to the contract benefit plans. There shall be only one enrollment period per year for each plan or benefit. Upon proper request, a teacher may also request payroll deduction for the following:

1. Credit Union
2. A tax sheltered annuity, if one carrier agrees to administer. The Employer shall not be required to approve more than five (5) carriers.
3. Association dues.

**A. 6 Probationary Teachers-Professional Development Time.** Probationary Teachers shall be required to complete a minimum of fifteen (15) days of professional development during their first three (3) years of classroom teaching. Probationary teachers may be required to complete professional development days outside the regular work day and work year.

Probationary Teachers will be reimbursed for associated costs including: registration, fees, materials and when applicable, mileage, in accordance with district policy for any and all professional development days.

**A. 7 College Credit Reimbursement.** Teachers shall be reimbursed up to 50% of credit hour cost for college level classes, under the following conditions:

- A. Classes eligible for reimbursement must be graduate level classes required for continuing teacher certification or to enhance the professional qualifications of the teacher.
- B. Maximum number of hours eligible for reimbursement is limited to six (6) credit hours per eligible teacher, per year.
- C. The teacher must be employed, at least half-time in the district, when enrolled in eligible classes, as well as when the class is completed.
- D. Application for reimbursement shall first be due no later than October 1 for classes completed the previous year (September 1 through August 31). Records indicating course completion and a grade of at least a "B" shall be required, along with a statement of how the class fits into an educational plan or professional qualifications.
- E. The total funds available for reimbursement in 2003-2004 will be \$9,989 which includes \$2,589 carry-over from the previous year, and an additional \$7,400 will be added for the 2004-2005 school year. The Board will add an additional \$7,500 for each year of the contract to the remaining balance from the previous year in this fund. Distribution will be at a rate of up to 50% of the cost of each class. Reimbursement will be based on the cost of one on campus graduate credit hour at WMU as of July of the enrollment year

**SCHOOLCRAFT COMMUNITY SCHOOLS**

**SCHEDULE B**

(Schedule B will be reviewed by a committee of teachers and administrators with any recommended changes being presented to the negotiating teams of both parties prior to November 1, 1991.)

**B. 1 Compensation Schedule.** (All Experienced Personnel will begin at Step 1)

<u>Group I.</u>	Years of Experience	0	1	2	3	6	10
	% of Base	13	14	15	16	17	18

Varsity Football, Varsity Basketball.

<u>Group II.</u>	Years of Experience	0	1	2	3	6	10
	% of Base	7	8	9	10	11	12

Asst. Varsity Football, JV Football, Asst. JV Football, Freshman Basketball, JV Basketball, Varsity Baseball, Varsity Track, Varsity Cheerleading Advisor, Varsity Softball, Varsity Volleyball, Wrestling and Golf.

<u>Group III.</u>	Years of Experience	0	1	2	3	6	10
	% of Base	4	5	6	7	8	9

M.S. Football, Asst. M.S. Football, 8th Grade Basketball, 7th Grade Basketball, JV Baseball, JV Softball, Asst. Varsity Basketball, Asst. H.S. Track, JV Volleyball, Asst. Varsity Cheerleading, J.H. Cheerleading Advisor, Tennis, Varsity Cross Country, M.S. Wrestling, J.V. Golf and Freshman Volleyball.

<u>Group IV.</u>	Years of Experience	0	1	2	3	6	10
	% of Base	3	4	5	6	7	8

M.S. Track, Asst. M.S. Track, 7th Grade Volleyball, 8th Grade Volleyball, Weight Room Principal.

<u>Group V.</u>	<u>Assignment</u>	<u>Rate % of Base</u>
	12th Grade Sponsor	2.5
	11th Grade Sponsor	2.5
	10th Grade Sponsor	2.5
	9th Grade Sponsor	2.5

**SCHOOLCRAFT COMMUNITY SCHOOLS  
SCHEDULE B (Continued)**

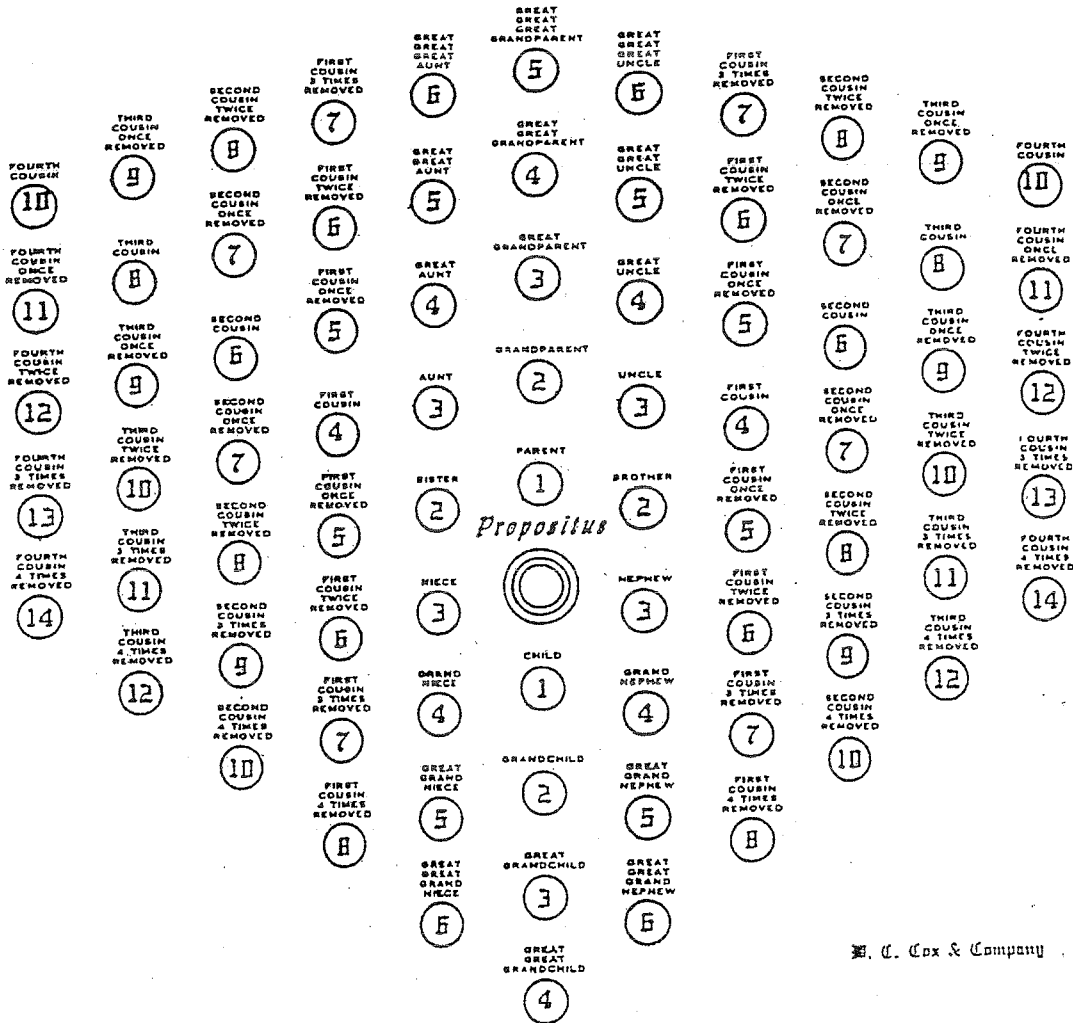
<u>Group V.</u>	<u>Assignment</u>	<u>Rate % of Base</u>
	Elementary Student Council Advisor	2.5
	Middle School Student Council Advisor	2.5
	High School Student Council Advisor	2.5
	Vocal Music (K-4)	2.5
	Vocal Music (5-8)	2.5
	Vocal Music (9-12)	2.5
	Vocal Music Cabaret (1 per year)	4.0
	Band (6-8)	5.0
	Band (9-12)	7.5
	National Honor Society	1.5
	Yearbook H.S.	3.0
	Yearbook M.S.	3.0
	Jr./Sr. Prom	3.0
	Play Director (each play)	4.0 (2 plays)
	Bacstop (Director Only)	4.0
	7th Grade Camp (Director Only)	5.0
	Mentor Teacher (1st 2 years)	1.5
	Club Advisor (1 Advisor Per Club)	1.0
	(Chess Club, Ecology Club, Spanish, French, etc.)	
	Homebound Instruction	Negotiable
	Professional Development	\$9.00/hour
	On site, district planned PD activities	
	during the summer break	\$18.00/hour
	District School Improvement/Curriculum Committee	\$750 per school year
	Athletic Crowd Control	
	Football, Volleyball, Wrestling, etc.	\$40.00/night
	Basketball	\$40.00/night (2 games)
		\$50.00/night (3 games)
	Concessions	\$45.00/night

SCHOOLCRAFT COMMUNITY SCHOOLS

APPENDIX A

RELATIONSHIP AND DEGREES OF KINDRED

THE COX CHART



J. C. Cox & Company

*Numerals indicate the degree of kindred to the propositus or decedent. Full cousins are indicated in red. Cousins below full cousins are "in the descendency", all above are "in the ascendancy". Consult an Attorney regarding rights of persons of each degree of kindred in the various jurisdictions.*

**APPENDIX B  
SCHOOLCRAFT SCHOOL DISTRICT**

Fill out in Triplicate

Distribution of Form

1. Superintendent or Principal
2. Association
3. Teacher

GRIEVANCE REPORT \_\_\_\_\_

Date Filed: \_\_\_\_\_

**Level One**

A. Date Cause of Grievance Occurred: \_\_\_\_\_

B. Statement of Grievance and Relief Sought: \_\_\_\_\_

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

--	--

Signature

Date

C. Disposition by Principal: : \_\_\_\_\_

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

--	--

Signature

Date

D. Grievant and/or Association Position: \_\_\_\_\_

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

--	--

Signature

Date

*Grievance Report—Continued*

**Level Two**

A. Date Received by Superintendent or Designee: \_\_\_\_\_

B. Disposition of Superintendent or Designee: \_\_\_\_\_

\_\_\_\_\_

--	--

Signature

Date

C. Grievant and/or Association Position: \_\_\_\_\_

\_\_\_\_\_

--	--

Signature

Date

**Level Three**

Date Received by Board of Education or Designee: \_\_\_\_\_

Disposition by Board: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

--	--

Signature

Date

**Level Four**

Date Submitted to Advisory Arbitration: \_\_\_\_\_

Disposition of Grievance: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

TEACHER EVALUATION FRAMEWORK

*Schoolcraft  
Community  
Schools*

*629 East Clay Street  
Schoolcraft, MI 49087*

**Schoolcraft Community Schools**  
**CLASSROOM OBSERVATION FORM (A)**

PURPOSE

Evaluation is an on-going process designed to:

1. Improve the quality of teacher performance by identifying areas of strength and needed improvement.
2. Provide growth in teacher effectiveness through interaction between the teacher and administrator.

PROCESS

Probationary Teachers:

A minimum of two written observations and one written evaluation will be completed each year for probationary teachers. An Individual Development Process (IDP) is due by the end of January for first year probationary teachers. An IDP is due by October 15 of each subsequent year for probationary teachers. The IDP must include the Schoolcraft Community School Self-Assessment and Professional Development Goals.

Tenured Teachers:

A minimum of one written evaluation will be completed every three years for tenured staff. A Self-Assessment Profile is due by October 15 each of each year of a written evaluation. Professional Development Goals, based on Self-Assessment Profile, are required and reviewed with the principal as part of the evaluation process.

GUIDING PRINCIPLES OF THE TEACHER EVALUATION SYSTEM

Premise:

The two principal purposes of teacher evaluation are:

1. Quality assurance.
2. On-going improvement of teacher effectiveness.

The System Will:

1. Conform to state statutes governing employment procedures and requirements.
2. Ensure the rights of both the teacher and the institution.
3. Be understood, credible and valued by District personnel, Board and community.
4. Meet standards for sound evaluation, including *propriety* (ethical and legal), *feasibility* (practical, efficient and effective) and *accuracy* (valid and reliable).
  - a. Acknowledge effective teaching, affirm exemplary practices and foster improvement.
  - b. Include formative and summative processes: formative for the purpose of enhancing professional skills, summative for the purpose of making employment decisions.
  - c. Be based upon objective evidence, valuing use of multiple and varied data sources.
  - d. Promote equality of opportunity for student learning.
  - e. Promote active involvement of the employee in their own growth.
  - f. Provide clear and specific support system to help the employee attain essential competencies at the completion of a probationary period.
5. Provide valid information to base decisions regarding status of employment of employee.
6. Be subject to review, validation, refinement and updating.

TEACHER: \_\_\_\_\_ ADMINISTRATOR: \_\_\_\_\_

BUILDING: \_\_\_\_\_ SUBJECT/GRADE LEVEL: \_\_\_\_\_ DATE: \_\_\_\_/\_\_\_\_/\_\_\_\_



DOMAIN 1: *PLANNING AND PREPARATION*

- Demonstrates knowledge of content.
- Demonstrates knowledge of students' typical age characteristics.
- Uses varied approaches to learning.
- Exhibits knowledge of students' skills and abilities.
- Selects instructional goals written in the form of student learning.
- Applies authentic methods of assessment to the goals.
- Demonstrates knowledge of resources available.
- Implements materials and resources available.
- Designs coherent and meaningful instructional activities.
- Uses a variety of instructional strategies based on students needs.
- Communicates assessment criteria for each goal.
- Demonstrates ability to assess student learning.

DOMAIN 2: *THE CLASSROOM ENVIRONMENT*

- Creates environment of respect and rapport.
- Establishes an environment wherein all students feel valued and safe.
- Creates a culture for learning with displays of student work.
- Develops an environment of high expectations for all students.
- Established an atmosphere that is safe for taking risks.
- Demonstrates good classroom management procedures.
- Engages all students productively.
- Maintains smooth transitions.
- Exhibits techniques for performing non-instructional duties.
- Demonstrates expectations for student behavior.
- Develops standards of conduct and clear consequences.
- Focuses on student behavior (not the student).
- Responds with sensitivity that respects students dignity.
- Exhibits a classroom that is organized and safe.
- Makes learning accessible to all students.

DOMAIN 3: *INSTRUCTION*

- Communicates instructions and directions clearly and accurately.
- Uses questioning techniques that encourage reflection.
- Engages all students in the discussion.
  - uses overt and covert active participation strategies
  - has students "think - pair - share"
  - calls on students by using random selection techniques
- Designs a lesson that is reflective of content.
- Designs a lesson that links well with students' knowledge/experience.
- Uses appropriate pacing.
- Develops activities/assignments to construct meaningful learning.
- Uses a variety of instructional groupings.
- Provides feedback in a consistent and timely manner.
- Demonstrates flexibility and responsiveness.

ADMINISTRATOR SIGNATURE: \_\_\_\_\_ Date: \_\_\_\_\_

TEACHER SIGNATURE: \_\_\_\_\_ Date: \_\_\_\_\_

# Schoolcraft Community Schools

## CLASSROOM OBSERVATION FORM (B)

TEACHER: \_\_\_\_\_ ADMINISTRATOR: \_\_\_\_\_

BUILDING: \_\_\_\_\_ SUBJECT/GRADE LEVEL: \_\_\_\_\_ DATE: \_\_\_\_\_ TIME: \_\_\_\_\_

36

### III. EVIDENCE OF PLANNING

demonstrates knowledge of subject matter  
demonstrates coherence of plan  
demonstrates link to curriculum goals  
demonstrates a focus on all students  
demonstrates knowledge of students  
others:

Comments:

### III. MANAGEMENT/ ORGANIZATION OF LEARNING ENVIRONMENT

manages student behavior effectively  
positions himself/herself effectively within the room  
maintains appropriate learning environment  
assignments are meaningful and relevant  
establishes climate of respect and rapport  
manages classroom resources effectively  
others:

Comments:

### III. EVIDENCE OF QUALITY INSTRUCTION

communicates expectations clearly and accurately  
is clear and articulate with explanations/directions  
facilitates in-depth study and meaningful discussion  
demonstrates genuine interest in student learning  
adjusts instruction in response to student readiness  
uses variety of activities to engage students  
uses effective questioning strategies and wait time  
checks for understanding  
monitors student learning and provides feedback  
students are engaged in the learning activity

Comments:

ADMINISTRATOR SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_/\_\_\_\_/\_\_\_\_

TEACHER SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_/\_\_\_\_/\_\_\_\_

# Schoolcraft Community Schools

## CLASSROOM OBSERVATION FORM (C)

TEACHER: \_\_\_\_\_ OBSERVER: \_\_\_\_\_

BUILDING: \_\_\_\_\_ SUBJECT/GRADE LEVEL: \_\_\_\_\_

DATE: \_\_\_\_\_

Unsatisfactory	Developing	Proficient	Not Observed	
				learning objective appropriate
				learning objective clearly stated
				sufficient relevant information given/clear directions
				anticipatory set: <i>developing context for learning</i>
				questioning strategies promote thinking
				engagement of students: <input type="checkbox"/> consistent <input type="checkbox"/> inconsistent
				accommodation of varied learning styles/capabilities
				transitions
				monitors and adjusts instruction
				closure - summarization
				reactive management
				appropriate wait time: <input type="checkbox"/> yes <input type="checkbox"/> no

COMMENTS:

TEACHER'S SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_/\_\_\_\_/\_\_\_\_

OBSERVER'S SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_/\_\_\_\_/\_\_\_\_

---

**Schoolcraft Community Schools  
Individualized Teacher Development Plan**

---

**Individual Development Plan for:** \_\_\_\_\_

**Probationary Teacher Status Year**    1   2   3   4

**Goal 1:** \_\_\_\_\_

**Purpose of Goal:** \_\_\_\_\_

**Teacher Plan:** \_\_\_\_\_

\_\_\_\_\_

**Administrative Support:** \_\_\_\_\_

---

**Goal 2:** \_\_\_\_\_

**Purpose of Goal:** \_\_\_\_\_

**Teacher Plan:** \_\_\_\_\_

\_\_\_\_\_

**Administrative Support:** \_\_\_\_\_

---

**Goal 3:** \_\_\_\_\_

**Purpose of Goal:** \_\_\_\_\_

**Teacher Plan:** \_\_\_\_\_

\_\_\_\_\_

**Administrative Support:** \_\_\_\_\_

---

**The district has sought my input in the development of this IDP. I understand that if there are any items not included in this IDP that I think should be included, I can submit those in writing within 30 days of the date of this IDP.**

**Developed by:**    **Teacher** \_\_\_\_\_    **Date** \_\_\_\_\_  
                          **Administrator** \_\_\_\_\_    **Date** \_\_\_\_\_

**Review Date:**

# Letter of Understanding 2011-12

## Compensation

Steps will remain the same as the 2010-11 school year with a new base salary of \$33,000.

Any salary concessions made by the SEA will be for the 2011-12 school year only. The salary schedule for the 2012-13 school year would return to the ending base scale (\$33,650) for 2010-11 school year. All teacher would advance one step vertically on the salary schedule for the 2012-13 school year. These changes would take place automatically in June of 2012.

Any teacher who has completed their Masters degree during the 2010-11 school year would advance horizontally on the salary schedule for the 2011-12 school year.

## Revenue Sharing based on Enrollment and Foundation Grant

The revenue will be shared on the basis of 80% is for salaries of all employees and 20% for all other expenses for the district.

If the district revenues exceed budget estimates (\$7,338,912 based on enrollment of 1072 and foundation allowance of \$6,846 per pupil) by a range of \$50,000 to \$350,000 will be shared on an 80% to employees and 20% to the district.

- a. Enrollment will be determined by the audited fall 2011 pupil count
- b. Foundation allowance will be determined by the existing rate on December 31, 2011

This money would be shared at the following rates: Teachers would received 65.6%, Support Staff would receive 26.4% and the Administration would receive 8.0%.

The payment to the teachers would be made in February of 2012 as a onetime cash payment made in lieu of concessions made by the teachers.

The payment would be equal for full time teacher and pro-rated for each part-time teacher. The payment would take into account the cost of retirement (24.46%) and FICA (7.65%). For example: Every 100 dollars would result in \$75.70 gross pay and \$24.30 to pay for their retirement and FICA costs.

Article 6 is under revision.

LETTER OF AGREEMENT  
BETWEEN  
SCHOOLCRAFT COMMUNITY SCHOOLS  
AND  
SCHOOLCRAFT EDUCATION ASSOCIATION

This letter of agreement is developed pursuant to the contractual agreement reached between the Schoolcraft Community Schools and the Schoolcraft Education Association for the 2011-12 contract year.

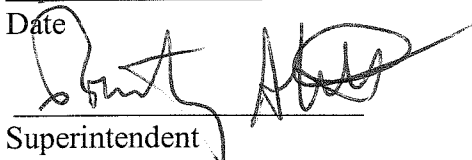
Both parties acknowledge their shared responsibility to develop a Professional Performance Assessment system that is in compliance with the newly developed laws of the State of Michigan. To that end, the parties agree to mutually participate in a process to revise the existing Professional Performance Assessment system to the extent necessary to comply with state law and foster exemplary professional performance.

The administration of the Schoolcraft Community Schools will facilitate this process through the creation of an ad hoc committee charged with the responsibility of developing a Professional Performance Assessment. This committee will be headed by the Superintendent or his designee. It will include representation of the professional teaching staff from each of the buildings within the district and district administrators as assigned by the Superintendent.

It will be the goal of this committee to finalize their work before the conclusion of the second semester of the 2011-12 school year. In the interim, administrators will continue to observe and collaborate with district teachers regarding professional performance as has been past practice.

September 12, 2011

Date

  
Superintendent

  
SEA Representative

Letter of Agreement  
between  
Schoolcraft Community Schools  
and  
Schoolcraft Education Association

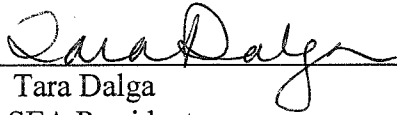
This letter of agreement is developed pursuant to the contractual agreement reached between the Schoolcraft Community Schools and the Schoolcraft Education Association for the 2011-2012 contract year.

As agreed in the 2011-2012 contract, there exists a revenue sharing based upon enrollment and the state foundation grant. (please refer to 2011-2012 Letter of Understanding for details) The Schoolcraft Board of Education has decided to hire an additional first grade teacher to alleviate large class sizes at that grade level. The Schoolcraft Education Association is agreeing to pay 65.6% of 50% of the salary costs of such teacher out of the revenue sharing monies for this instance and for the 2011-2012 contract year only. The actual amount is 22,118.21. The remaining revenue sharing dollars are to be disbursed per original contract agreement.

Date: October 17, 2011



Dr. Wayne R. Stitt  
Superintendent



Tara Dalga  
SEA President

# Index

## **A**

arbitration .....	22
Assignment .....	5
Association Leave.....	17
Association Membership .....	11
Association Representation and Discipline.....	11

## **B**

Business leave.....	15
---------------------	----

## **C**

Class Size Guidelines.....	3
Collective Bargaining.....	1
College Credit Reimbursement.....	31
Compensation .....	16
Cox Chart.....	34
crisis leave bank.....	17

## **D**

Damages and Claims.....	11
duty-free lunch.....	3

## **F**

Family leave.....	17
fee payers.....	11
Funeral Leave .....	17

## **G**

Grievance Form.....	34
grievance procedure.....	19

## **I**

Inclement Weather.....	4
inclusion.....	8
involuntary transfer.....	5

## **J**

Jury leave.....	17
just cause.....	11

## **L**

Layoff Procedures.....	7
liaison officer.....	9

## **M**

Medical Examinations .....	12
----------------------------	----

Mentor Teachers.....	6
Meritorious leave.....	16
MESSA-PAK Plan .....	27

## **N**

Negotiations Procedure .....	24
Non-Discrimination.....	12

## **P**

Parent-Teacher Conferences.....	4
payroll deduction.....	31
personnel file .....	10
planning period.....	3

## **R**

Recall Procedure .....	7
Recognition. ....	1

## **S**

Schedule A .....	27
Schedule B.....	32
School Improvement Plans.....	8
Section 125 Plan.....	29
Seniority .....	7
Sick leave .....	17
sick leave payout .....	29

## **T**

Teaching Evaluation.....	12
telephone use .....	4
Transfer .....	5
Transportation Allowance .....	30

## **U**

Unavailability Notice.....	25
----------------------------	----

## **V**

vacancy.....	6
--------------	---

## **W**

Work Load Review.....	4
Work Weeks.....	2
work year .....	2
Workday .....	2
workroom use .....	4