

Master Agreement

between

Schoolcraft Community Schools

and the

Kalamazoo County Education Association

representing the

Schoolcraft Education Association

2012-2013

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COLLECTIVE BARGAINING AGREEMENT

This agreement entered into as of this 23rd day of August, 2012, 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.

C. **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 grade 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

3.11 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.

3.13 Assignment Disputes. The Association shall be given notice of all permanent assignments by August 15th.

3.14 Vacancy. 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.

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. 3rd 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%

3.21 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.

3.4 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.

3.6 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.

3.8 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. In the event that a teacher does not join the Association, 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 to 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.

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 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 superintendent.
3. 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, 2013, 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.

12.2 Unavailability Notice. Teachers shall be informed of a telephone number that may be called before 7:00 a.m. to report unavailability. It shall be the responsibility of the Administration to arrange for a substitute certified teacher.

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.

Article 12 – Miscellaneous Provisions

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 on the P.S.C.
each

Dated: _____

**KALAMAZOO COUNTY
EDUCATION ASSOCIATION**

**SCHOOLCRAFT COMMUNITY
SCHOOLS BOARD OF EDUCATION**

By _____
George Przygodski, MEA UniServ Director

By _____
Michael Rochholz, President

By _____
, SEA President

By _____
D 'Arbra Fetzer, Secretary

Schedule A

For the 2012-13 contract , increase the base of \$33,00 by 1% to \$33,330.

Advance all teachers on the step schedule by one step.

Compensation adjustments for the 2012-13 contract will become effective in the pay period following the Board's receipt of notification that the Association has ratified the new agreement.

The first pay of the contract year was paid 08-23-12. The Association ratified the new agreement 08-29-12.

STEP	BA	MA	BA	MA	MA + 30
	25	25			
	8/23/201	8/23/201			
	2	2			1,200
1	1,319.99	1,412.38	33,330	35,663	
2	1,372.79	1,465.18	34,597	36,929	
3	1,432.18	1,564.18	36,089	39,381	
4	1,498.18	1,630.18	37,749	41,080	
5	1,583.98	1,715.98	39,894	43,226	
6	1,649.98	1,781.98	41,580	44,912	
7	1,715.98	1,861.18	43,246	46,897	
8	1,781.98	1,940.38	44,912	48,896	
9	1,847.98	2,019.58	46,578	50,895	
10	1,913.98	2,111.98	48,243	53,214	
11	1,979.98	2,191.18	49,909	55,227	
12	2,045.98	2,270.38	51,575	57,226	
13	2,111.98	2,349.57	53,241	59,225	
14	2,184.58	2,428.77	55,067	61,224	
15	2,283.58	2,521.17	57,539	63,543	
16-19	2,283.58	2,521.17	57,638	63,635	64,835
20	2,346.93	2,577.93	59,174	65,011	
21-24	2,346.93	2,577.93	59,237	65,068	66,268
25	2,399.73	2,634.69	60,517	66,444	
26 - end	2,399.73	2,634.69	60,570	66,500	

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 2012-13 contract the Employer contribution toward the annual premium costs for all insurance programs provided for each eligible, full time teacher shall be capped at the following rates:

Single	\$5,500
Two-person	\$11,000
Family	\$15,000

All premium costs above this amount for the employee selected insurance plan shall be the responsibility of the employee. The employee selected plan for 2012-13 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

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

- B. For the 2012-13 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.

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.

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.

<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

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.

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. Coursework must be specific to student growth in areas of instruction, assessment, curriculum development, special education, technology, guidance/counseling or administration.
- C. For course/credit reimbursement, the teacher shall submit to the superintendent a credit approval form for pre-approval prior to the start of the course.
- D. Maximum number of hours eligible for reimbursement is limited to six (6) credit hours per eligible teacher, per year.
- E. 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.
- F. 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.
- G. 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

A.8 Salary – Lane Change Advancement

- A. For all teachers hired after July 1, 2012, lane change advancement will result from academic programs related specifically to student growth in areas of instruction, assessment, curriculum development, special education, technology, guidance/counseling or administration.
- B. Programs resulting in lane change advancement must be pre-approved by the superintendent.

SCHOOLCRAFT COMMUNITY SCHOOLS

SCHEDULE B

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>
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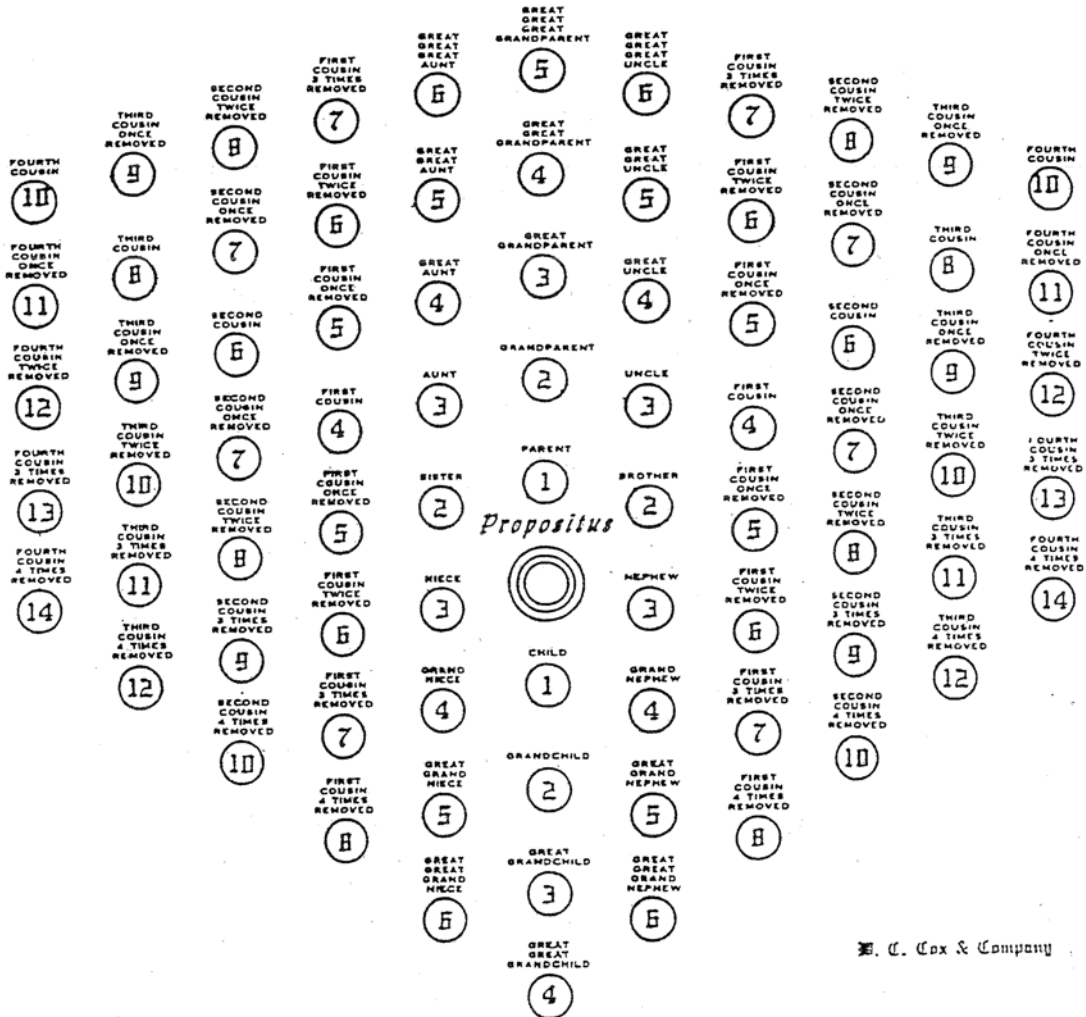
Elementary Student Council Advisor	2.5
Middle School Student Council Advisor	2.5
High School Student Council Advisor	2.5
Vocal Music (K-4)	2.5
Vocal Music (5-8)	2.5
Vocal Music (9-12)	2.5
Vocal Music Cabaret (1 per year)	4.0
Band (6-8)	5.0
Band (9-12)	7.5
National Honor Society	1.5
Yearbook H.S.	3.0
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: _____

*551 East Lyons Street
Schoolcraft, MI 49087*

Teacher Evaluation Framework

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: _____

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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: ____/____/____

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: