

**MASTER AGREEMENT  
CONTINUATION AGREEMENT**

**BETWEEN**

**WASHTENAW COUNTY EDUCATION ASSOCIATION/  
CHELSEA EDUCATION ASSOCIATION,**

**MEA/NEA**

**AND**

**CHELSEA SCHOOL DISTRICT**

**BOARD OF EDUCATION**

**JUNE 27, 2011 – JUNE 30, 2012**

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THIS CONTINUATION OF A PREVIOUS AGREEMENT, entered into as of the twenty-seventh day  
of June 2011  
between:

CHELSEA SCHOOL DISTRICT BOARD OF EDUCATION  
(The "Board")  
and the  
WASHTENAW COUNTY EDUCATION ASSOCIATION (WCEA)/  
CHELSEA EDUCATION ASSOCIATION (CEA),  
MEA, NEA  
(The "CEA")

Amends the following articles of the previously ratified agreement:

Article III  
Article IV  
Article V  
Article VI  
Article VIII  
Article IX  
Article X  
Article XI  
Article XII  
Article XIV  
Article XVI  
Article XVII  
Article XVIII  
Article XX  
Article XXI  
Article XXII

The Board and the CEA recognize that providing a quality education for the children of the Chelsea School District is their mutual aim, and that the character of such education is influenced by the quality and morale of the teaching service.

The parties are interested in promoting harmonious relations among the teaching staff, administration, the CEA and the Board.

The CEA and the Board desire to contract in respect to wages, hours, and other conditions of employment, as provided by the Public Employment Relations Act (PERA).

The Board and the CEA agree as follows:

## ARTICLE I

### RECOGNITION

- A. The Board recognizes the CEA as the exclusive and sole bargaining agent as defined in PERA for all certified educational personnel of the Chelsea School District in the K-12 education program in the bargaining unit, described and defined as:

All K-12 instructional personnel, including counselors, media specialists, speech pathologists, psychologists, and social workers, excluding all others. Examples of excluded District personnel are: substitutes, teacher aides and other auxiliary personnel, community services teachers, administrators, directors, supervisors, technology support staff, and auditorium manager.

- B. The terms “teacher” or “employee,” singular or plural, when used in this Agreement, refer to all personnel represented by the CEA in the bargaining unit.
- C. The term “day” in this Agreement refers to Monday, Tuesday, Wednesday, Thursday, and Friday, when the District’s main office is open for business. These terms exclude Saturday, Sunday, and weekdays when the District’s office is not open for business.
- D. The Board agrees not to negotiate with any teachers’ organization, other than the CEA, for the employees in this bargaining unit, for the duration of this Agreement.
- E. Any individual contract between the Board and an individual teacher, heretofore executed, shall be subject to and consistent with the terms and conditions of this agreement. If an individual contract contains any language inconsistent with this agreement, this agreement, during its duration, shall be controlling.
- F. This agreement supersedes any rules, regulations, or practices of the Board and CEA which are contrary to or inconsistent with its terms.
- G. If any provision of this agreement or any application of the agreement to any employee or group of employees is found contrary to law, then such provision or application shall be deemed null and void. All other provisions or applications shall continue in full force and effect.
- H. The parties agree that they will not, during the period of this agreement, directly or indirectly, engage in or assist in any unfair labor practices as defined by Section 10 of the Public Employment Relations Act.

## **ARTICLE II**

### **BOARD RIGHTS**

The Board, on its own behalf and on the behalf of the electors of the District, retains and reserves, without limitation, all powers, rights, authority, duties, and responsibilities conferred upon or vested in it by the laws and the Constitution of the State of Michigan and the United States.

The exercise of these powers, rights, authority, duties, and responsibilities by the Board, including the adoption of policies, rules, regulations, and practices and the use of judgment and discretion shall be limited only by the specific terms of this Agreement and then only to the extent such terms are in conformance with the Constitution and laws of the State of Michigan and the Constitution and laws of the United States.

**ARTICLE III**  
**(Amended)**  
**CEA AND TEACHER RIGHTS**

A. CEA Rights

1. The CEA and its members shall have the right to use school facilities for meetings upon approval of the building principal, if the meetings do not interfere with previously scheduled school or community activities. Such use of the buildings shall be without charge and scheduled through the facility use coordinator.
2. The CEA shall have the right to use school equipment, including computers and other technology, when such equipment is not otherwise in use. The CEA agrees to abide by the District's acceptable use policy. The CEA shall be responsible for such equipment and pay the actual cost of supplies and materials used.
3. The CEA may utilize teacher mailboxes including district email accounts for communication.
4. The CEA President and grievance chairperson may use non-pupil contact time during the regular school day for CEA business.
5. The CEA President shall be supplied with a copy of the Board agenda and a copy of the public Board minutes at the time of its anticipated receipt by members of the Board of Education.

The CEA shall be supplied with a copy of the current Annual School District Financial Report and existing salary schedule, together with information which may be necessary for the CEA to process any grievance.

The District is not required to provide information not already compiled. Original records of the foregoing are to be examined only at the office of the Superintendent. The CEA agrees that it shall pay the expense involved in the preparation of information for the CEA's use.

6. Twelve (12) CEA leave days shall be granted, for the purpose of conducting CEA business related to the Chelsea School District, as requested by the President of the local unit of the CEA. This is not to be counted as any other leave. The Board and CEA shall share equally in the substitute costs for CEA days. CEA days may be taken in half-day (1/2) blocks. Upon mutual agreement, the CEA may be granted additional CEA days.

B. Teachers' Rights

1. The provisions of this Agreement shall be applied without regard to race, creed, religion, color, national origin, age, sex, genetics, or marital status.
2. District faculty meetings shall take precedence over CEA meetings, if announced three days in advance or for an emergency.

3. The CEA shall be informed in writing within five (5) calendar days of any new or revised policies. Changes will be electronically mailed to the CEA secretary. A copy of Board policies shall be maintained on the District web site.
4. A teacher is free to participate in political activities outside the school day. Teachers should refer to MCLA 15.401 for additional information.
5. Upon request, a teacher shall be entitled to have a CEA member present when the teacher is being reprimanded for rule infraction or delinquency in professional performance that is to be placed in the teacher's personnel file. The teacher and the member shall make themselves available to the administrator during the teacher's regular school day or at a mutually agreeable time.
6. No tenured teacher shall be disciplined or reprimanded without just cause. All information forming the basis for disciplinary action will be made available in writing to the teacher and, at the teacher's request, the CEA shall receive a copy. The teacher being reprimanded or disciplined has a right to file a written rebuttal within ten (10) days which shall be attached to the written reprimand or record of disciplinary action and shall become a part of the teacher's personnel file.
7. When correspondence of a disciplinary nature or as the result of an investigation of a complaint is determined to be placed in a personnel file, the teacher will be notified.

Each teacher shall have the right, upon request, to review the contents of the teacher's personnel file in accordance with the Bullard-Plawecki Employee Right to Know Act (MCLA 423.410 et.seq.). The review will be made in the presence of an administrator or designee. Privileged information, such as letters of recommendation sent confidentially to the District and other documents specified in the Bullard-Plawecki Act, may be removed prior to the review, at the District's discretion.

A member of the CEA may, at the request of the teacher, accompany the teacher.

The District will notify a teacher when a Freedom of Information Act request is made for an item or items in the teacher's personnel file. A teacher may request review of the teacher's personnel file at that time.

A teacher may request the removal of items from the personnel file. The District is under no obligation to remove materials from the personnel file. However, a teacher does have the right to file a written explanation and have it included in the teacher's file.

8. If a teacher or the CEA is desirous of bringing any matters to the Board's consideration at a regular Board meeting, they shall file a written request with the Superintendent of Schools on the Wednesday prior to the regular meeting. The request shall state the nature of the business to be brought to the Board's consideration. If the request is rejected, the CEA or teacher may renew their request to the Board of Education President. The Board of Education President may at this time place the matter on the agenda. (The Board shall take up any matters placed on the agenda, by the CEA, not later than 10:00 PM of the night of the meeting.)

9. Teachers shall be encouraged to maintain their dress and appearance and to conduct themselves in a manner which promotes respect and professionalism consistent with their assignment.



**ARTICLE IV**  
**(Amended)**  
**MEMBERSHIP FEES AND PAYROLL DEDUCTIONS**

A. Payroll Deductions

1. During the term of this Agreement, all teachers shall pay either

- a) The monthly membership dues of the CEA or
- b) The appropriate representation service fee of the CEA, not to exceed the amount of the dues uniformly required of members of the CEA.

The teacher may pay such dues or fees directly to the CEA or authorize payment through payroll deduction, as herein provided.

2. a) The CEA shall certify to the Board at the beginning of the school year, the membership of the CEA subject to deduction of membership dues and the amount of the monthly CEA dues to be deducted. The CEA shall also certify to the Board, as soon as the amount is known, the amount of monthly representation service fees to be deducted. These amounts so certified and deducted shall be forwarded to the CEA, provided that when a teacher objects to the appropriate amount of the representation service fee, the amount of the deduction contested shall be placed in an escrow account as required by law until a determination of the appropriate amount of the deduction has been determined.

The CEA shall certify to the Board, prior to collecting any representation service fee, that it has properly notified its members of the fee. The method of determining the fee and the procedure for appealing the fee shall be in accordance with all other current legal standards.

- b) A teacher, contesting the appropriate amount of the representation fee to be deducted, must exhaust the internal administrative procedures of the CEA. The remedies of such procedures shall be inclusive, and unless and until such procedures, including any administrative or judicial review thereof, shall have been exhausted, no dispute, claim, or complaint by an objecting employee concerning the application and interpretation to this Article shall be subject to the grievance procedure set forth in this Agreement, or to any other administrative or judicial procedure.
- c) Due to certain requirements established by court decisions, the parties acknowledge that the amount of this fee charged to non-members, along with other required information, may not be available and transmitted to non-members until mid-school year. Consequently, the parties agree that the procedures in this Article relating to the payment or non-payment of the representation fee by non-members shall be activated thirty (30) days following the CEA's notification to non-members of the fee for that given school year. In such event, it is agreed that the teacher remains obligated for the entire annual representation fee.

- d) If a teacher does not pay the representation service fee directly to the CEA, or authorize payment through payroll deduction, the Board shall, upon completion of the procedures contained herein at the request of the CEA and pursuant to MCLA 408.477; MSA 17.277(7), deduct the representation service fee from the teacher's wages and remit same to the CEA. Payroll deductions made pursuant to this provision shall be made as provided in section "b" above. The CEA in all cases of mandatory fee deduction pursuant to MCLA 408.477; MSA 17.277(7) shall notify the teacher of non-compliance by certified mail, return receipt requested. Said notice shall detail the non-compliance and shall provide ten (10) business days for compliance and shall further advise the teacher that a request for wage deduction may be filed with the Board in the event compliance is not effected. If the teacher fails to remit the service fee or authorize deduction, the CEA may request the Board to make the deduction. The Board, upon receipt of the request for involuntary deduction, shall provide the employee with an opportunity for a due process hearing limited to the question of whether or not the teacher has remitted the service fee to the CEA or authorized payroll deduction.
3. Nothing contained herein shall be construed to deny or restrict any teacher rights the teacher may have under the Revised School Code.
  4. Regular dues for any or all of the above-stated organizations shall be deducted together, as one deduction, in equal installments from each check beginning the first check due in October.
  5. Dues authorizations filed with the business office shall become effective with the next scheduled dues deduction on a prorated basis as determined by the CEA Treasurer.
  6. Dues authorization filed with the business office must be renewed on an annual basis.
  7. The superintendent will provide the CEA with a list of contracted teachers and their current FTE status along with the previous year's wages by the third Monday of August of each school year. The CEA shall, by the second Monday of September of each school year, give written notification to the Superintendent of the amount of its dues and those of the MEA/NEA which dues are to be deducted in the coming school year under such dues authorization. The amount of deductions for these dues shall not be subject to change during the entire school year unless there is a change in the FTE status. The CEA will be notified by the superintendent in writing of any changes in FTE status. This notification will occur five business days prior to the changes in FTE status.
  8. For the purpose of this Article, the term "school year" shall include the period beginning with the first teacher working day of school through the last teacher working day of school.
  9. Dues deductions shall be transmitted by the Superintendent to the WCEA/CEA Treasurer within thirty (30) days after deductions are made. The CEA shall be responsible for disbursement of WCEA/CEA, MEA/NEA dues paid to it to the Treasurers of these organizations.
  10. All refunds claimed for dues of the WCEA/CEA, MEA/NEA shall lie solely with the CEA. The CEA agrees to reimburse any teacher for the amount of any excess dues

deducted by the Board and paid to the CEA and agrees to hold the Board harmless from all claims of excessive dues deductions.

11. Any dispute between the WCEA/CEA and the Board which may arise as to whether or not an employee properly executed or properly revoked an authorization card pursuant to this Article shall be reviewed with the employee by a representative of the Board and the Treasurer of the CEA. Until the matter is disposed of, no further deductions shall be made. The Board assumes no liability for the authenticity, execution, or revocation of the authorization form.
12. The Board shall also make payroll deductions upon written authorization from teachers for annuities, financial institutions, United Way Fund, Chelsea Education Foundation, and any other plans or programs jointly approved by the CEA and the Board.
13. The CEA agrees to appoint legal counsel and assume the legal defense of any suit or action brought against the Board due to the District's compliance with the provisions of this Article of the collective bargaining agreement.

The CEA further agrees to indemnify and save the Board, including each individual School Board member, its agents and administrators, harmless against any and all claims, demands, costs, suits, or other forms of liability including back pay and all court or administrative agency costs that may arise out of or by reason of action by the Board, its agents or administrators, for the purpose of complying with this Article.

**ARTICLE V**  
**(Amended)**  
TEACHING HOURS, CONDITIONS, AND CLASS LOAD

A. Teaching Hours

- 1) The normal teacher workday shall be seven (7) hours and twenty-four (24) minutes, inclusive of a thirty (30) minute, duty-free lunch period. The normal student day will be six (6) hours and fifty-two (52) minutes. Teachers are to be on duty thirty-two (32) minutes prior to the start of school for students. Teachers are encouraged to remain for a sufficient period after the close of the pupils' day to attend to those matters which properly require attention at that time.
- 2) Teachers who agree to a flexible schedule that extends the beginning or ending times, or creates a break in the continuous seven (7) hours and twenty five (25) minute workday must have the annual written approval of the CEA President and the Superintendent.

When a staff meeting is held, the teachers will be expected to be in attendance until its conclusion, with the meeting lasting no longer than one (1) hour. There shall be no more than one (1) administratively-called, mandatory meeting per month requiring teachers' attendance beyond the established workday. In addition, the Superintendent reserves the right to call two (2) mandatory, District-wide staff meeting per year of one (1) hour each in duration, with CEA President approval.

- 3) High School and Middle School teachers shall be provided a planning period each day. The planning period will be equal to a regular class period at the high school and to an elective class period at the middle school. Each elementary building will form a committee with the goal of forming contingency plans in the event of inclement weather.

Elementary School teachers shall be scheduled for no fewer than 420 planning minutes per week, with at least three days of thirty (30) consecutive minutes other than zero hour. Poor weather, emergency, or special activity days are not considered a loss in planning time. The Employer will make reasonable efforts through scheduling of special subject instruction, rotation of recess duties, and/or rotation of staff meetings to arrange at least thirty (30) consecutive minutes of preparation time each student instruction day for each elementary/intermediate teacher.

- 4) Teachers will not be required to supervise students during elementary lunch recess. When a teacher requires emergency relief, the building administrator shall provide for temporary supervision. Elementary/intermediate teachers shall be able to use, for preparation, all time in which their classes are receiving instruction from various specials teachers. All elementary specials teachers shall be provided with relief and preparation time to the same extent as other elementary/intermediate teachers.
- 5) Pupil contact time is defined as any time during the normal teacher's workday in which the teacher is involved in instruction or supervision of students excluding lunch and preparation periods. Assignment to a supervised study period shall be considered a teaching period.

- 6) Every reasonable effort will be made to keep the pupil contact time assigned to each teacher equivalent within each school, inclusive of specials teachers.

B. Part-Time Teachers

- 1) A part-time teacher is one who is legally certified and under contract to complete a school term teaching daily a fractional part of each instructional day. The salary shall be computed at that fractional part of the annual salary based upon the appropriate level and step.
- 2) A teacher employed part-time shall be compensated at the prorated rate of the teaching assignment. Proration shall also apply to sick days, personal days, and planning time. If there is a change in FTE status, proration will be adjusted accordingly.
- 3) Part-time teachers will be paid full-time per diem for professional development days and open houses.
- 4) Parent/teacher conferences days will be paid at the pro-rated teachers part time per diem.

C. Class Size

- 1) The CEA and the Board recognize that the pupil:teacher ratio is an important aspect of a quality education program. The parties agree that class size should be lowered and equalized whenever feasible, taking into account the availability of qualified staff, facilities, funds, and state requirements.

- 2) Elementary

The class size shall not exceed twenty-six (26) at grades K, 1, and 2, and twenty eight (28) at all other grades, except it is agreed that should the class size specified reach a ten (10) percent overage, the matter would become a matter of concern, and plans be considered to correct the situation. At such time as the class size reaches a twenty (20) percent overage, action will immediately be taken to put the corrective plan in force.

- 3) Middle and High Schools

- a) The ratio of pupils to bargaining unit staff of the middle and high schools shall not exceed 27:1. It is understood that this ratio shall apply to each school taken separately.
- b) Only a staff member's time actually devoted to duties in the middle or high school, respectively, may be counted in determining the pupil:teacher ratio.
- c) Except in certain activity-type classes such as physical education, music, and study hall, the average pupil load for teachers shall not exceed one hundred fifty (150) pupils per day.
- d) Administration will make a reasonable effort to ensure that, in classes using lab stations or equipment, the number of students assigned to the class will not exceed the number of stations or amount of equipment available.

- 4) To promote a proper learning environment for those students identified under the Revised Administrative Rules for Special Education the Administration will make a reasonable effort to ensure that an equitable distribution of such students shall be made within the building, grade, and/or subject area which will accommodate the student's schedule.

The Superintendent will, at the teacher's request, review situations where the teacher believes an equitable distribution has not been made.

#### D. Equipment/Facilities

- 1) The Board agrees to make available in each school adequate word processing and copying facilities to aid teachers in the preparation of instructional material at least fifteen (15) minutes prior to the required reporting time.
- 2) The Board shall provide:
  - a) Suitable closet space for each teacher to store personal articles.
  - b) Copies, exclusively for each teacher's use, of all texts used in each of the courses to be taught.
- 3) The Board shall make efforts toward providing:
  - a) A separate desk for each teacher in the District and lockable drawer space.
  - b) Adequate storage space in each classroom for instructional materials.
  - c) Adequate board space in every classroom.
  - d) Adequate attendance books, paper, pencils, pens, erasers, and other such material required in daily teaching responsibilities.
- 4) The Board shall make available, in each school, adequate restroom facilities exclusively for staff use and at least one room, appropriately furnished, which shall be reserved for use as a staff room.
- 5) Telephone facilities shall be made available to teachers for their school business. Teachers making personal, long-distance calls shall utilize their personal calling cards or personal cell phones.
- 6) Upon request of the CEA, vending machines may be installed in the staff areas. These machines shall be installed and maintained by the CEA at no expense to the Board.
- 7) Adequate off-street parking facilities shall be provided and properly maintained for teacher use. At the high school, parking spaces will be identified exclusively for teachers use during school hours.

- 8) Teachers shall not be required to work under unsafe or hazardous conditions or to perform tasks which endanger their health and safety. Teachers shall promptly report any perceived unsafe or hazardous conditions to their immediate supervisor.

E. Professional Development Requirements

Teachers shall meet the professional development requirements of MCL 380.1526 (teachers in first three (3) years of employment) and MCL 380.1527 (teacher professional development) and report such compliance with the District office prior to June 1 or 15 days prior to the state submission deadline of each school year. (The District shall provide a form for reporting professional development activities.)

Failure to report or meet such requirements by the deadline shall result in a salary reduction of ¼% of a teacher's base pay. Such reduction shall be taken in the teacher's June 23 paycheck. If District professional development time is not approved by the state, no reduction of ¼% base pay will occur. Should the state of Michigan professional development requirements be repealed, this provision shall be void.

Should the teacher's failure to meet the professional development requirements of the State result in a loss of teacher certification, the teacher shall be considered a voluntary quit.

F. Nothing in this Article shall require the Board to keep school open in the event of an emergency.

Scheduled student instruction days/hours canceled shall be rescheduled so as to provide the minimum number of hours/days of instruction required by law for full funding in the following manner: All canceled student instruction days shall be scheduled as full student instruction days on subsequent weekdays following the last scheduled day of instruction.

Teachers are not required to report on canceled student instruction days. Teachers shall work the rescheduled student instruction hours/days without additional compensation to meet requirements of instructional hours/days for the school year. The school district will publicize to the community the importance and necessity of student attendance on the rescheduled day. Should student attendance on the rescheduled day not be sufficient to count the day toward the instructional hours/days requirements, the school district will attempt to obtain a waiver of the day prior to attempting to reschedule more student hours/days.

If, during the life of this agreement, state law is repealed or modified to allow the school district to count as days of student instruction those days which are canceled because of conditions beyond the control of school authorities, or a portion of those days, the teachers shall be excused from reporting to duty without loss of pay on the canceled student instruction day(s) which are counted as days of student instruction, and such day(s) shall not be rescheduled.

**ARTICLE VI**  
**(Amended)**  
**ASSIGNMENT, TRANSFER, VACANCY, AND PROMOTION**  
**(B1, B2, B3 and Administrative Vacancies)**

- A. The Board recognizes that it is desirable, in making assignments, to consider the interests and aspirations of its teachers. For the purpose of Article VI, the following terms are defined as follows:
- 1) Assignment- The placement of a teacher within the same building.
  - 2) Transfer – The placement of a teacher in a new assignment in a different building.
  - 3) Opening – The open position available after all assignments have been filled within the building.
  - 4) Internal Posting – The posting of an opening available for assignment or transfer by CEA members.
  - 5) External Posting – The posting of a position available to external candidates or for additional employment for internal candidates.
- B. All postings shall be for a minimum of five (5) days. Personal notification of the posting shall be provided to the CEA President or designee at least one day before the first day of posting. Electronic notification will be utilized to inform all members of the opening.
- C. Between February 1 and June 1 of each school year, the Human Resources Department will electronically inform CEA members of assignment updates for the next school year. (Retirements, resignations, need to add sections, need to delete sections, impact of leaves, etc). Assignment updates will be sent within five (5) days of confirmation. These updates are for information purposes only.
- D. At any time a teacher may notify administration of a reassignment or transfer interest. Copies shall be sent to the Human Resources Department, the affected building principal(s) and the CEA President. (See Appendix G)
- E. CEA members must apply for openings when officially posted.
- F. Due to the nature of middle/high school assignments, the District is not required to provide an internal posting for each individual class. Any assignments remaining after building schedules are determined shall be posted internally and externally if needed.
- G. Teachers requesting an assignment or transfer for internal postings shall be interviewed by the appropriate administrator(s). The administrator(s) may include appropriate staff in the interviews.

Teachers denied a position through an internal posting shall receive a written notification by the appropriate administrator.



- H. Teachers shall not be denied a new assignment or transfer during the school year purely because it may cause disruption to affected programs and students. Instead, teachers will be given normal consideration. If a teacher is selected, a date for the start of the new assignment or transfer will be determined, and the teacher shall be reassigned/transferred at that time.
- I. The Board retains the right to link work compensated on the B2 schedule to work assignments compensated on the B/B1 schedules. If linked, the B2 positions shall become a part of the B4 schedule and compensated at the B4 rate. If the Board unlinks a B4 linked assignment, the assignment shall be compensated at the B2 schedule rate. The linking and unlinking of B2/B4 positions shall be related to curricular duties and requirements.
- J. Assignment or transfer decisions shall be made at the discretion of the administration by considering a teacher's No Child Left Behind (NCLB) qualifications, competency, aspirations, experience, seniority, and other relevant factors.
- K. Administrative vacancies shall be posted internally and may be posted externally. Qualified CEA applicants will be interviewed.
- L. Notice of any change in teaching assignments should take place prior to the end of the school year. If no such notification is rendered to the teacher, the teacher can be reasonably certain the teacher's teaching assignment shall be the same. If there becomes a need to change a teacher's assignment after the end of the school year, notification of the change shall be given to the affected teacher and CEA President within five (5) days of the administrative decision, including the rationale for the change. If an emergency situation requires a change after the reopening of school, the teacher will be consulted and the CEA President shall be notified.
- M. An involuntary transfer during the school year will be made only in case of an emergency or to prevent undue disruption of the instructional program. The Superintendent shall notify the affected teacher and the CEA President of the reasons for such transfer.
- N. Assignments that involve voluntary and involuntary transfers will be made at the discretion of the administrator, but the decision will emphasize an interest-based, problem solving process. If a teacher is dissatisfied with an assignment, the teacher may appeal the decision to the Superintendent for review.
- O. Nothing in this agreement shall be construed to discourage exploration of unique programs of instruction; for example, a block-time program or team teaching.

## ARTICLE VII

### REDUCTIONS OF PERSONNEL AND RECALL

- A. In the event the Board determines a lay-off situation has developed due to a decreased student enrollment, shortage of revenue, program elimination or reduction, or that it has become necessary to reduce the number of teachers in a given subject area, field or program, or eliminate or consolidate position(s), the Board agrees to follow the procedure listed below:
- 1) Teachers not holding valid Michigan license(s) or teaching certificate(s), pursuant to the school code, shall be laid off first, provided there are fully qualified, fully certified teachers to replace and perform all of the needed duties of the laid off teachers.
  - 2) If reduction is still necessary, then non-tenured teachers, with the least seniority, will be laid off first, provided there are remaining fully qualified, fully certified teachers to replace and perform all of the needed duties of the laid off teachers.
  - 3) If further reduction is still necessary, then tenured teachers, with the least seniority, will be laid off first, provided there are fully qualified, fully certified teachers to replace and perform all of the needed duties of the laid off tenured teachers.
- B. To be fully qualified, a teacher shall possess a valid Michigan teaching certificate, and shall be “Highly Qualified,” as defined in the No Child Left Behind Act.
- C. For purposes of this Agreement, seniority shall be computed from the last date of hire and shall be defined to mean the amount of time continuously employed by the Chelsea School District. Time spent on leave or layoff shall not be construed as a break in continuous service, and seniority shall continue to accrue. The Board shall provide a seniority list to the CEA President upon request.
- Ranking of teachers having the same length of service (seniority) shall be determined by the Action Item Number indicated in official Board of Education minutes. The lower Action Item Number constitutes higher seniority. The Board shall act on the hiring in the order the teachers accepted their respective positions.
- D. Recall – In the event of layoff, the Board will institute a recall procedure as follows:

The most senior teacher on layoff who possesses the certifications and qualification for the open position will be recalled to that position.

No new teacher shall be employed by the Board while there are teachers of the District who are laid off, unless there are no laid-off teachers with proper certification and qualifications. The Board shall give written notice of recall from layoff by sending a registered or certified letter to the teacher at his last known address. It is the teacher’s responsibility to notify the Board of any change of address. The teacher’s address, as it appears on the Board’s records, shall be conclusive when used in connection with layoffs or recall. If a teacher fails to report to work within ten (10) days from the date of sending of the recall, unless an extension is granted in writing by the Board, the teacher shall be considered as a voluntary quit and shall terminate his individual employment contract and any other employment relationship with the Board.

- E. Any layoff pursuant to this agreement shall automatically terminate the individual's employment contract and all benefits provided therein, including all benefits under this Master Agreement. Employment rights shall be reinstated in full upon re-employment in accordance with paragraph "D" above.
- F. The Board shall give no less than thirty-(30) days' notice to the teacher being laid off.
- G. In accordance with the Michigan Teacher Tenure Act, a teacher shall remain on the recall list for a period of three (3) years.

**ARTICLE VIII**  
**(Amended)**  
LEAVES OF ABSENCE

A teacher, who takes leave under this Article (VIII), shall return to the step to which the teacher is entitled, retain all sick leave earned, and shall be assigned to the teacher's former position or to a position of like nature, unless another placement is required by law (i.e., military service).

Section I - Illness and Disability

A. Sick leave credits shall be earned during each year in the following manner:

First and second years of service: 1 per month to a maximum of 10

Each succeeding year of service: 1.5 per month to a maximum of 15

The unused days from prior years shall be carried forward in each case. The maximum credit bank for each teacher shall be equal to one teacher calendar year. Accrued sick leave credits revert to the Board upon termination of employment. Any deductions for unearned sick leave will be at the per diem base salary rate.

Teachers may take sick time in half-day increments.

B. Leaves of absence with full pay and charged to the teacher's sick leave account shall be granted in the case of illness in the teacher's family requiring such teacher's presence. The total of such leave shall not exceed ten (10) school days per year. The immediate family is defined as father, mother, spouse, children, brother, sister, father-in-law, mother-in-law, grandchildren, grandparents, step-parents, step-children, step-grandchildren, step-brother, step-sister.

The Superintendent or the teacher's designee may approve exceptions upon request of the teacher.

C. Leaves of absence with full pay and charged to the teacher's sick leave account shall be granted in the case of necessary medical or dental appointments not obtainable during non-duty hours.

D. Teachers are entitled to Workers' Compensation Benefits in accordance with the statutory provisions for any injury or emotional trauma sustained in the course of performing teaching duties, including, but not limited to duties performed under Schedule B activities. The District shall make up the difference in wages received under Workers' Compensation and the teacher's normal per diem by coordinating use of the teacher's sick days in order for the teacher to receive full pay. Payments received from Workers' Compensation while the district is making full payment are to be turned over to the District.

E. For teachers injured by students or assaulted as defined in Article XVI, F while performing teaching duties and acting within teaching rights, the District, with administrative approval, will provide up to five (5) personal injury days, not to be charged against any of the teachers paid leave days. If the teacher is out fourteen (14) consecutive days, Workers' Compensation wages received related to the first five (5) consecutive days off shall be turned over to the District.

Should it be determined that the teacher did not act within the teacher's rights when the injury was sustained, accumulated sick leave may be used. However, the teacher may be subject to disciplinary action by the Board.

If a teacher is no longer able to work due to an injury or emotional trauma sustained as a direct result of an assault within the teacher's teaching rights, the CEA will assist the teacher in obtaining retirement disability compensation benefits with the retirement disability.

If requested by the District, the teacher must provide appropriate documentation.

The District shall assist in providing a teacher with information in legal proceedings as a result of student or parent threats to the extent the law requires.

- F. Appropriate documentation for every injury will be filed in a timely manner. The Employee Injury Form is available in the buildings and on the District Web Site.
- G. The District reserves the right to require a doctor's written statement as evidence of illness or injury after each incident of three (3) consecutive days of absence.
- H. Illness on days when school is not in session shall not be deducted from sick leave accounts nor shall there be any loss of pay.
- I. A teacher who is unable to teach because of personal illness or disability, and who has exhausted all sick leave available, shall be granted a leave of absence without pay for duration of such illness or disability up to one year, and the leave may be renewed each year upon written request by the teacher and approved by the Board.
- J. Teachers shall notify the District on the first practical date of anticipated extended illness or disability. Notification shall be accompanied by a statement from the attending physician, certifying the diagnosis and the anticipated period of illness or disability.

The teacher shall be required to furnish medical certification of the teacher's continued ability to perform the teacher's duties prior to returning to work.

- K. To receive sick leave payments, the teacher must perform all assigned duties until physically disabled and return to service as soon as physically able.
- L. Teachers shall provide, in writing, general lesson plans and other materials required by the principal for the duration of short-term absences due to illness or disability in order to maintain curricula continuity through substitutes.
- M. Teachers may be required to submit to physical or mental examination by an appropriate health care professional selected and paid for by the District, when the District has reasonable suspicion that the teacher may be unable to fulfill the teacher's essential job functions or may be a danger to himself or others.

## Section 2

Leaves of absence with pay and not chargeable against the teacher's sick or personal leave account shall be granted for the following:

### A. Funeral Leave

- 1) Each teacher shall be entitled to leave with pay and without charge to the teacher's sick or personal day leave in the event of a death in the immediate family of the teacher for a period not exceeding five (5) school days. Such leave shall be for attending the funeral or to attend to the estate. Requests for non-consecutive funeral leave days must be accompanied by rationale and/or documentation. Such requests must receive prior approval by the superintendent or designee. The immediate family is defined as father, mother, spouse, children, brother, sister, father-in-law, mother-in-law, grandchildren, grandparents, step-parents, step-children, step-grandchildren, step-brother, step-sister.
- 2) For other relatives or person of close relationship, each teacher is entitled to one day absence without charge to the teacher's personal day leave account.

### B. Religious Observance – Religious observance, if the tradition of the teacher's religion requires abstention from work, up to two days.

### C. Jury and Court Leave

Each teacher shall be excused from the teacher's assigned duties for jury duty or attendance at any public hearing pursuant to subpoena. Payments received from jury duty or paid as a witness shall be turned over to the District in order for the teacher to receive full pay. Subpoenas for personal issues, outside of civic duty, will be counted as personal time.

### D. Selective Service Physical Examination

Teachers reporting for a selective service physical examination shall be excused without loss of pay or sick leave or business leave for such purpose.

## Section 3 – Unpaid Leaves of Absence

Leaves of absence without pay are available as provided below:

### A. General Leave of Absence – shall be granted under the following circumstances:

- 1) Military Service Time - Leaves and rights shall be in accordance with existing state and federal statutes.
- 2) A leave of absence of up to one (1) year shall be granted to any tenured teacher for the purpose of serving as an officer of the MEA or the NEA.
- 3) Parental Care Leave - Upon request, a teacher shall be granted an unpaid leave of absence for the purpose of parental care of the teacher's newly-born child or newly-adopted child, the

duration of which shall be for the remainder of the trimester in which the child is born or adopted and up to the three (3) consecutive trimesters following commencement of the leave.

- B. General Leave of Absence – may be granted at the discretion of the Board, will be considered non-precedent setting.
- 1) A general leave of absence for one (1) year may be granted to a teacher who has served the District for a period of seven (7) years, provided it is not contrary to the best interests of the school district. The Board, in its discretion, may waive the seven (7) years of service requirement.
  - 2) A leave of absence not to exceed two (2) years may be granted to any tenured teacher for the purpose of campaigning for, or serving in, a public office. The teacher may request an additional leave of absence not exceeding two (2) years, which may be granted at the discretion of the Board.
  - 3) A leave of absence of up to two (2) years may be granted to any tenured teacher for the purpose of participating in exchange teaching programs in other states, territories, or countries; foreign or military teaching programs; the Peace Corps, Teachers' Corps, or Job Corps as a fulltime participant in such program; or a cultural travel or work program related to the teacher's professional responsibilities; provided said teacher states the teacher's intention to return to the school system. A teacher returning from such a leave of absence shall be placed on the same step on the salary schedule to which the teacher was entitled at the time of the leave. All sick leave shall remain as it was prior to taking the leave.
- C. Leaves for the purpose of obtaining other employment will not be granted.
- D. A teacher returning from a full time leave of absence shall be placed at the same step on the salary schedule to which the teacher was entitled at the time of the leave. All sick leave shall remain as it was prior to taking the leave. Such leave shall run concurrently with FMLA leave, if applicable. FMLA leaves are limited to one per year. A year is defined as 365 calendar days from the first day of the last FMLA leave.
- E. Teachers shall provide written notice to the Superintendent of their intent to return from leave no later than February 1 preceding their return in the fall September 15 preceding their return in the second trimester, or December 1 preceding their return in the third trimester or as stipulated in the granting of the leave. Reminder of said requirement shall be mailed to each employee on leave at the last address on file with the Board not less than fifteen (15) days prior to the notice deadline. Failure to provide the Board with timely notice shall be deemed a quit by the teacher and terminate all contractual requirements. In addition to the provisions below, the Board may, at its sole discretion, renew unpaid leaves of absence.
- F. Family and Medical Leave Act (FMLA)

The purpose of the Family and Medical Leave Act (FMLA) is to provide up to twelve (12) weeks of job protection and possible medical coverage for individuals unable to work due to a serious personal health issue, a health issue impacting an immediate family member, birth of a

child or adoption of a child and up to twenty-six (26) weeks of leave for service member related leave.

FMLA leaves are unpaid.

FMLA leaves run concurrent with leave language outlined in Article VIII of this Agreement.

FMLA leaves are limited to one per year (defined as 365 calendar days). The first day of the FMLA leave initiates the one year period.

FMLA leaves differ by personal circumstance. Full details of the District's FMLA policy are available from the Human Resources Department.

- G. Unpaid day(s) may be taken with the Superintendent's prior approval.

#### Section 4 – Sick Leave Bank

- A. At the beginning of each school year, an open enrollment period, commencing on the first student day and concluding on September 30, shall be made available for teachers to enroll in the sick leave bank. New teachers, hired after the open enrollment period, shall have twenty (20) days to enroll in the sick leave bank. Each teacher enrolling in the sick leave bank will contribute one (1) day of the teacher's sick leave to the sick leave bank.
- B. Teachers opting to not enroll in the sick leave bank during the open enrollment period, or within twenty (20) days of their hiring, shall be denied membership to the sick leave bank for the duration of that school year.
- C. Teachers opting to terminate their membership in the sick leave bank may do so only during the open enrollment period. Days contributed by the member withdrawing shall remain in the bank.
- D. Teachers, who have not repaid the days borrowed from the sick leave bank and are requesting to terminate their membership in the bank, shall be obligated to repay those days at the rate of five (5) days per year until all days borrowed are repaid. In the event of the death of a teacher, the estate will not be required to repay the sick days.
- E. Teachers, who elect to become members of the sick leave bank, borrow days from the bank and terminate their employment with the Chelsea School District before all days borrowed from the bank are repaid, shall have their per diem pay withheld from their remaining payroll entitlement for all days not repaid. The sick leave bank shall be credited with the repaid days.
- F. When the sick leave bank is depleted to fifty (50) days, members will contribute one (1) day of their sick leave. Necessary additions will be made at the beginning of each school year and are to be made after all repayments have occurred. The sick leave bank shall have a cap of two-hundred-fifty (250) days.
- G. The sick leave bank will be controlled by a committee composed of five (5) CEA members elected by the CEA membership. The sick leave bank will be administered by the committee in accordance with the following procedures and guidelines:



- 1) Any teacher enrolled in the sick leave bank may apply for a loan from the sick leave bank for disability caused by personal illness or accident.
- 2) A teacher must first exhaust all the teacher's sick days before utilizing days from the sick leave bank.
- 3) All requests for use of sick leave bank days must be in writing. The committee shall maintain a copy of the request, as well as a record of the committee's action on the request.
- 4) The teacher must give the committee adequate notice of the request to allow the committee time to meet prior to the needed days of leave.
- 5) A maximum of ten (10) days per request may be granted by the committee.
- 6) If a second request for days from the sick leave bank is made by the teacher, it must be accompanied by a doctor's statement explaining the need for the leave time.
- 7) A teacher may borrow up to a maximum of twenty (20) days in one contract year (July 1 – June 30).
- 8) A teacher, who has been granted and used sick days from the sick leave bank during a contract year, is not eligible for further allotments from the sick leave bank in succeeding contract years until all sick days have been paid.
- 9) A teacher borrowing sick leave days from the bank will be required to repay those days with a minimum of three (3) days for the first two (2) years and, thereafter five (5) days per year until all days borrowed from the bank are repaid. Payback will be made at the onset of the contract school year.

Decisions and actions of the committee shall be final and not subject to the grievance procedure.

**ARTICLE IX**  
**(Amended)**  
**PERSONAL, PROFESSIONAL, AND PRESENTATION DAYS**

A. Personal Days

- 1) A maximum of two and one-half (2 ½) personal days per year, cumulative to four (4) days, will be allowed each school year. Not more than two (2) consecutive personal days may be used at one time, without prior administrative approval. Personal days not used may be rolled over to sick time. Teachers shall notify the District by June 1 as to whether personal days will be accrued or rolled over to sick time.
- 2) These days are not to be deducted from sick leave.
- 3) A teacher leaving before the end of the year would have the unearned portion used deducted from the teacher's final check.
- 4) Personal days will not be granted on the day before or following a school holiday, vacation, or other school break period, except for an unexpected emergency. Teachers will not be granted personal days on scheduled dates for open houses or parent/teacher conferences, except for an unexpected emergency and with the approval of the Superintendent.
- 5) A teacher planning to use a personal day or days shall notify the teacher's principal at least forty-eight (48) hours in advance. In cases of emergency, the time requirement may be waived by the principal.
- 6) No reason need be given for personal day requests.

B. Professional Days

- 1) Teachers shall be required to attend professional development or District activities, but only during the regular teacher calendar and workday.
- 2) The District may provide additional teacher professional development or other District activities by reducing student instructional time.
- 3) At the beginning of every school year, not less than \$8,000.00 will be made available to CEA members for:
  - a) Visitation to view other instruction techniques or programs;
  - b) Conferences, coaches' clinics, workshops or seminars conducted by high schools, colleges, universities, and state and national professional organizations and/or affiliated departments.

With prior administrative approval, expenses associated with teachers' attendance at professional improvement meetings shall be reimbursed by the District. A teacher, driving the teacher's personal

vehicle to professional improvement meetings, shall have the teacher's mileage reimbursed at the IRS rate. Any amendments to the current form will include rationale for denial.

C. Presentation Days

A teacher, unwilling to take a personal day to present to an outside school group with the goal of professional development, shall be able to present as long as the following criteria are met:

- 1) The school district is reimbursed for substitute costs incurred.
- 2) The teacher has the building administrator's approval at least ten days in advance (appropriate paperwork to be filed).
- 3) Limited to two days per year per teacher, unless approved by the Assistant Superintendent or the Executive Director of Instruction and Community Services.

**ARTICLE X**  
**(Amended)**  
INDIVIDUAL PROFESSIONAL DEVELOPMENT PLANS (IPDP)

- A. The purpose of Individual Professional Development Plans (IPDP) is to generate a plan that will help the teacher identify specific areas for professional growth and improvement.
- 1) Teachers will submit to the administrator IPD Plans by September 20 of each school year. Each plan shall include a minimum of one (1) professional goal. (Appendix D-1)
  - 2) The evaluator may hold a conference with the teacher by October 31 to discuss the IPDP.
  - 3) The completed IPDP shall be submitted to the administrator five (5) days before the scheduled annual evaluation conference. It shall be reviewed during the evaluation conference.
  - 4) Administrative and Board support may include among other strategies:
    - a) Release time for teachers requesting professional growth opportunities.
    - b) Money to cover the cost of professional growth experiences.
    - c) Options for appropriate experiences for growth purposes as provided for in Article IX, Section B, Professional Days.

**ARTICLE XI**  
**(Amended)**  
**TENURED TEACHER EVALUATION**

- A. The purpose of teacher evaluation is to document performance, improve the quality of instruction, and to assist teachers to meet their potential.
- 1) Tenured teachers will be evaluated at least once annually. There are two evaluation protocols: formal evaluation and self-evaluation. Evaluations will be completed by May 1.
  - 2) Tenured teachers shall be evaluated on their performance during on-duty hours. The evaluation process, classroom observations, and summative evaluations utilize the observation/evaluation Forms in Appendix D-2 and D-3.
  - 3) The building principal shall notify each staff member by September 15 regarding the protocol to be used for the evaluation. Each teacher shall proceed through the formal evaluation process at least once during each three year period.

**FORMAL EVALUATION PROTOCOL**

- B. Tenured teachers shall be evaluated by building administrators utilizing the evaluation instrument in Appendix D-2. Consortium administrators shall be empowered to evaluate consortium teachers employed by the District, using the teacher performance criteria of this Master Agreement.
- 1) The evaluator is expected to describe and analyze what is happening in the teaching situation; provide an unbiased rating of a teacher's performance; conduct conferences with teachers regarding instructional performance; diagnose the cause(s) of an unacceptable teaching performance; provide assistance appropriate to unacceptable teacher performance; and provide information about current resources and research in education.
  - 2) An evaluator will be familiar with the teacher's classroom and students; have knowledge of the technical aspects of teaching, derived from classroom experience, in-service, and course work, which would build skills in the evaluation of instructional methods.
- C. Each evaluation shall be based upon actual observation, collaboratively compiled data, and data compiled by the evaluator and not based on hearsay or a compilation of complaints.
- 1) Evaluations shall include at least one formal and one informal observation. All relevant data to the evaluation process will be reviewed and attached to each evaluation.
  - 2) All evaluations will be done with the full knowledge of the individual evaluated.
  - 3) Pre and post-observation conferences are required for each formal observation.
  - 4) The formal observation must be prearranged. The informal observation must be a minimum of fifteen minutes in length. Appropriate forms (Appendix D-2) will be used for these observations.

- 5) Administrators conducting evaluations shall inform the teachers of concerns as soon as possible after each observation to provide timely feedback and the opportunity for improvement. Informal feedback may be provided after any observation. The observation/evaluation forms will be used as a record.

D. Tenured teachers may respond to evaluations:

- 1) Tenured teachers have the right to submit written comments within five (5) days following the evaluation conference. This response will be placed in the teacher's personnel file and attached to the Board's evaluation copy.
- 2) Tenured teachers have the right to request, within five (5) days following the evaluation conference, an additional evaluation to be completed by another administrator in the District. This evaluation should be completed within twenty (20) days and by the end of the school year.
- 3) Tenured teachers may ask for a CEA member to be present during the additional classroom observation and the post-observation conference.

E. In the case of an unacceptable evaluation:

- 1) The evaluator will directly supervise performance improvement.
- 2) A partnership will exist between the evaluator and the building principal in cases where the building principal is not the evaluator.
- 3) An individual development plan will be developed between the teacher and evaluator at a conference within fifteen (15) days of the evaluation. (See Appendix D-4) This conference will include:
  - a) Criteria for acceptable performance
  - b) Viable resources to be used for improvement
  - c) Clear goals
  - d) Clear strategy for improvement
  - e) Designated timeline for improvement
- 4) The teacher will be granted an additional evaluation upon request.

F. Teachers may request to be evaluated by students. Upon request of the teacher, arrangements shall be made to administer the student evaluation process. The process shall be one that provides for confidentiality of results only to the teacher.

G. If changes to state law require modifications to the evaluation process, changes will be made in consultation with the CEA.

## SELF EVALUATION PROTOCOL

- H. Tenured teachers shall utilize the Self Evaluation of Practice document found in Appendix D-3 of this agreement.
- I. The assigned evaluator will complete a minimum of two informal observations and provide feedback to the tenured teacher. Each observation will be a minimum of 15 minutes in length. The two observations will be at least 60 days apart.
- J. Each evaluation shall be based upon actual observation, collaboratively compiled data, and data compiled by the evaluator and not based on hearsay or a compilation of complaints.
- K. By May 1 the teacher and the assigned evaluator will meet to review and validate the accuracy of the self-evaluation of practice.
- L. Specialists (School Psychologists, School Social Workers, Teacher Consultants, Counselors, Speech and Language Consultants) may be evaluated using alternate criteria approved by the Board and the CEA when such criteria are deemed more appropriate for the position. All criteria will be made available to the CEA member and the building administrator at the beginning of the school year when such arrangements are made.

**ARTICLE XII**  
**(Amended)**  
**NON-TENURED TEACHER EVALUATION PROCEDURE**

- A. The purpose of teacher evaluation is to document performance, improve the quality of instruction, and to assist teachers to meet their potential.
- B. Teachers who have never received tenure in another Michigan public school district must serve a Probationary period of four (4) years. Teachers who have previously been granted tenure from another Michigan public school must serve a probationary period of two (2) years.
- C. Non-tenured teachers will be evaluated at least one (1) time annually:
- D. Each evaluation consists of at least two (2) formal and may include additional informal observations. Informal observations shall be a minimum of 15 minutes. Non-tenured teachers shall be evaluated on their performance during on-duty hours. The evaluation process, classroom observations, and evaluations utilize the Observation/Evaluation form in Appendix D-2.
- E. Non-tenured teachers shall be evaluated by building administrators utilizing the evaluation forms in Appendix D-2. Consortium administrators shall be empowered to evaluate consortium teachers employed by the District, using the teacher performance criteria of this Master Agreement.
  - 1) The evaluator is expected to describe and analyze what is happening in the teaching situation; provide an unbiased rating of a teacher's performance; conduct conferences with teachers regarding instructional performance; diagnose the cause(s) of an unacceptable teaching performance; provide assistance appropriate to unacceptable teacher performance; and provide information about current resources and research in education.
  - 2) An evaluator will be familiar with the teacher's classroom and students; have knowledge of the technical aspects of teaching, derived from classroom experience, in-service, and course work, which would build skills in the evaluation of instructional methods.
- F. Each evaluation shall be based upon actual observation, collaboratively compiled data, and data compiled by the evaluator and not based on hearsay or a compilation of complaints.
  - 1) All evaluations will be done with the full knowledge of the individual evaluated.
  - 2) Administrators conducting evaluations shall inform the teachers of concerns as soon as possible after each observation to provide timely feedback and the opportunity for improvement. Informal feedback may be provided after any observation. Observation/Evaluation forms (Appendix D-2) will be used as a record.
- G. Non-tenured teachers may respond to evaluations:



- 1) Non-tenured teachers have the right to submit written comments within five (5) days following the evaluation conference. This response will be placed in the teacher's personnel file and attached to the Board's evaluation copy.
  - 2) Non-tenured teachers have the right to request, within five (5) days following the evaluation conference, an additional evaluation to be completed by another administrator in the District. This evaluation should be completed within twenty (20) days and by the end of the school year.
  - 3) Non-tenured teachers may ask for a CEA member to be present during the additional classroom observation and the post-observation conference.
- H. Non-tenured teachers may request to be evaluated by students. Upon request of the teacher, arrangements shall be made to administer the student evaluation process. The process shall be one that provides for confidentiality of results only to the teacher.
- I. The Administration will provide each non-tenured teacher a CEA member, unless one is unavailable, to serve as a mentor for the first (3) years of the initial probation period. The Administration may provide additional mentorship at its discretion.
- J. CEA Grievance Chair and CEA President may not serve as mentors.
- K. Mentorship logs, discussions, notes and other communications between mentor and mentee are not part of the evaluation process.
- L. Additional information regarding this article can be found in the Michigan Teacher Tenure Act.
- M. If changes to state law require modifications to the evaluation process, changes will be made in consultation with the CEA.

## ARTICLE XIII

### NON-TENURED TEACHER IMPROVEMENT PROCEDURES

In recognition of the substantial investment in obtaining Michigan Provisional Teacher's Certification and to improve the quality of professional service of non-tenured teachers in Chelsea, the parties agree to the following:

A. In the case of an unacceptable evaluation:

- 1) The evaluator will directly supervise performance improvement.
- 2) At the request of the teacher or the immediate evaluator, an additional evaluation will be conducted by the same administrator or another administrator in the Chelsea School District. The procedures of Article XII will be used.
- 3) An individual improvement plan will be developed between the teacher and evaluator at a conference within fifteen (15) days of the evaluation. (See Appendix D-4). This conference will include:
  - a) Criteria for acceptable performance
  - b) Viable resources to be used for improvement
  - c) Clear goals
  - d) Clear strategy for improvement
  - e) Designated timeline for improvement
- 4) Non-tenured teachers may request a CEA member to be present at any meetings with the evaluator.

B. Notice of non-renewal:

- 1) Notice of a) intent to not re-employ; b) non-renewal of; or c) discipline, suspension, or discharge of a non-tenured teacher, shall be in writing and include the reason(s) for the action.
- 2) Upon receipt of notice of non-renewal by a non-tenured teacher, that teacher shall, upon request, be granted a hearing before the Board.
- 3) Within five (5) days of receipt of such request, the Board shall notify the CEA President and the affected teacher of the date, time, and place of such hearing, which shall be no later than fifteen (15) days subsequent to the date of receipt of such request. The hearing may be either in open or closed session, as the affected teacher shall request.
- 4) At the hearing, the affected teacher may, if he chooses, be represented by counsel of his choice or a CEA member.

5) The teacher shall be entitled to offer sworn testimony of witnesses on his behalf, to testify in his own behalf, to introduce relevant exhibits and to have present at his expense, a public stenographer or court reporter to make a transcript of the proceedings. At such hearing, the evidence upon which the recommendation is based will be presented to the Board. The teacher shall then have the burden of establishing that the recommendation to terminate is arbitrary or capricious. After the hearing is concluded, the Board shall review the evidence presented and shall issue its decision thereon within fifteen (15) days. The decision of the Board is final and binding in regards to discipline, suspension, termination, and non-renewal.

C. This procedure shall be the exclusive procedure for non-tenured teachers' rights under this collective bargaining agreement. For issues involving evaluation, discipline, suspension, termination, or non-renewal, there is no additional access to this Agreement's grievance procedure.

**ARTICLE XIV**  
**(Amended)**  
**DISTRICT CURRICULUM COUNCIL**

The CEA recognizes the duty of the Board to establish and maintain a sound program of education for the Chelsea School District. The professional training and expertise of teachers should allow them to contribute to the review, development, and improvement of such educational programs. Therefore, the District Curriculum Council shall be as follows:

A. Membership

1. K-5 grade level chairs
2. 6-12 department chairs
3. Non-core content area specialists based upon the curriculum review cycle
  - \$1,000 stipend per curriculum cycle
  - Two year cycle to review and implement
  - Summer and/or after school work shall be required
4. Executive Director of Instruction (council chairperson)
5. Superintendent (ex-officio member)
6. Board of Education Member (ex-officio member)
7. Community Member(s)

B. Process

- 1) Members gather input from staff and outside sources and give updates at monthly District Curriculum Council meetings. Subcommittee meetings may also be held.
- 2) District Curriculum Council must approve all curricula
- 3) District School Improvement Team will be updated regularly by District Curriculum Council
- 4) Board of Education must approve all curricula

C. Timelines

- 1) September through January: Gather materials and input
- 2) January through March: Define, organize, and write curriculum
- 3) March through May: Reviewed and approved by DCC and Board of Education
- 4) In-service staff as needed for successful implementation
  - Timeline may vary according to area of study.
  - Should names of courses be altered through the Curriculum Development process, the Superintendent will consult with the CEA President or Vice-President to avoid contract conflicts with No Child Left Behind and /or the Michigan Department of Education regulations.
  - Board of Education needs to approve prior to implementation and instruction.
  - The number of content area specialists may be altered in certain curricular areas.

## ARTICLE XV

### STUDENT TEACHING ASSIGNMENTS

- A. Placement of pre-student and student teachers must have prior administrative approval.
- B. Supervisory teachers of student teachers must be tenured teachers. Those eligible to be supervisory teachers shall have the right to decide whether they will accept a student teacher. In no event shall the Administration assign a student teacher to a supervisory teacher prior to his consent.
- C. Teachers with two (2) or more years of experience are eligible to accept pre-student teachers. In no event shall the Administration assign a pre-student teacher to a teacher prior to his consent.
- D. Supervisory teachers shall work directly with the university program coordinator and assist in developing extensive opportunities for the student teachers to observe and practice the arts and skills of the profession.
- E. All compensation received by the Board for the student teacher program shall be paid directly to the supervisory teacher.

**ARTICLE XVI**  
**(Amended)**  
**STUDENT DISCIPLINE AND TEACHER PROTECTION**

- A. The Board will give reasonable support and assistance to teachers to maintain control and discipline in the classroom. Whenever it appears that a particular pupil requires the attention of special counselors, social workers, or law enforcement personnel, the teacher shall advise the principal, and if the principal concurs and such help is available, reasonable steps shall be taken to provide the special attention. In the event of a disagreement, the teacher may appeal the decision to the Superintendent.
- B. It is recognized that discipline problems are less likely to occur in classes where a high level of student interest is maintained. It is likewise recognized that when discipline problems occur, they may most constructively be dealt with by encouragement, praise, and emphasis upon the child's desirable characteristics. A teacher may use such force as necessary to protect himself from attack or to prevent injury to another student.
- C. A teacher may exclude a pupil for one class period when the grossness of the offense, the persistence of the misbehavior, or the disruptive effect of the violation makes the continued presence of the student in the classroom intolerable. In such cases, the teacher will furnish the principal, as promptly as the teacher's teaching obligations will allow, but not later than the following morning, full particulars of the incident in writing. The procedure to be followed in excluding a pupil from class shall be established by the administrator and distributed to each teacher at the beginning of the teacher's employment.
- D. Procedure for suspension of students from school shall be made known by publication of student codes of conduct or student discipline codes at the high school and middle school. These publications shall be distributed to all students and teachers each year. Teachers shall review the contents of such codes with their students at the direction of their principal. School authorities will endeavor to achieve correction of student misbehavior through counseling and interviews with the child and the teacher's parents when warranted.
- E. Care of property and safety of pupils – Teachers shall be expected to exercise reasonable care with respect to safety of pupils and property and will be cautioned that they will be individually liable to pupils and/or parents for injury in the case of gross negligence.
- F. Assault – Any case of assault upon a teacher, which had its inception in a school-centered problem, shall be promptly reported to the Board or its designated representative. If the assault was by pupil(s), the administration shall promptly investigate the matter and determine suitable treatment for the assaulting pupil(s). This decision shall be communicated to the teacher concerned. If the assault is by an adult who is not a pupil, the Board or its designated representative shall promptly report the incident to the proper law enforcement authorities.
- G. The District shall assist in providing a teacher with information in legal proceedings as a result of student or parent threats to the extent the law requires.
- H. A committee of teachers, other staff, and administrators shall be formed with the goal of identifying proper training and professional development necessary to meet the safety needs of students and staff.

- I. Upon any complaint directed toward a teacher, the administrator will investigate the allegation. If, after discussing the matter with the teacher and CEA member, if requested, an administrative decision is made to place written documentation in the teacher's file, a copy of the written documentation will be given to the teacher. The teacher shall have the right to file within five (5) days a written response that will also be placed in the teacher's personnel file attached to the administrator's entry.

At the request of the person making the complaint, the teacher or the administrator involved, and by mutual consent, a conference involving those people may be held prior to a decision being made whether to add the item to the teacher's personnel file.

**ARTICLE XVII**  
**(Amended)**  
**PROFESSIONAL COMPENSATION**

**Section 1 – Regular Compensation**

- A. The salaries for teachers covered by this agreement are identified in Schedule B.
- B. New teachers hired into the Chelsea School District may be given credit for previous teaching experience in other private, parochial, and/or public schools, up to the number of increments on the salary schedule. No teacher shall be placed on a higher step than the teacher's actual years of experience.
- C. All compensation for teachers in regular, co-curricular, extra-curricular, or extra-duty assignment must be in accordance with the terms of this agreement.
- D. All teachers may be required to substitute in other teaching assignments, during the non-teaching portions of their regular assignment, when there is emergency coverage needed or when regular or volunteer coverage is not available. A teacher will not be assigned to substitute in a non-emergency situation unless the administration has attempted to secure three teacher volunteer substitutes.

When teachers voluntarily, or by assignment, serve as a substitute, they shall be paid as follows:

- 1) Elementary teachers - \$7.00/quarter hour or fraction thereof;
  - 2) Middle/High School teachers - \$7.00/quarter hour or fraction thereof or \$28 per full class period, whichever is more.
- E. If a teacher accepts an additional teaching class assignment in lieu of a planning period, the teacher shall receive additional compensation in the amount calculated by dividing the teacher's base salary by the number of periods in the school day at the teacher's respective school building.
  - F. Teachers required in the course of their work to drive personal automobiles from one school building to another shall be reimbursed at the IRS rate. The same reimbursement shall be given for use of personal cars for field trips or other business of the District. The Board shall provide liability insurance protection for teachers when their personal automobiles are used as provided in this section.



## Section 2 – Extra-Duty Compensation

All work under Article XVII, Section 2 A, B, and C extra-duty compensation is voluntary and can be terminated by either party at any time. If work is terminated, payment for services rendered will be paid. Extra-duty compensation will be paid when work is completed, certified, and processed by the Business Office. (See Appendix E)

In order to receive extra-duty compensation under this Article, the teacher, supervising administrator, and Superintendent or designee must sign a completed form. Work is not to be performed prior to a signed agreement. If work is performed prior to approval by all parties, it may not be compensated.

Teachers may work in programs operated through the Community Education office, and such work is not a part of this agreement as outlined in Article I (A).

### A. Professional Development (PD)

- 1) The Board and CEA (CEA) believe there is a mutual benefit for CEA members to increase their knowledge and skill. The Board may offer unpaid and paid professional development opportunities. When the Board offers “paid” opportunities outside of regular contract hours, the rate of pay shall be \$13.00 per hour. Paid or unpaid professional development outside of the teacher’s regular contract hours shall not be required. (See Appendix E)
- 2) The District may require newly-hired teachers to attend “orientation” days for the purpose of helping them to be prepared for their work. If such days are provided, teachers shall be paid at the professional development (PD) rate of pay for attending such activities. The District is not required to provide such orientation days. (See Appendix E)

### B. Professional Extra Duty (PED) (School Improvement/Curriculum/Accreditation)

- 1) The Board may offer PED work to CEA members. Such assignments, to be valid and paid, must be documented on the Extra-Duty Compensation Agreement Form (See Appendix E) and approved by the teacher, supervising administrator, and Superintendent or designee. (See Appendix E)
- 2) A teacher’s PED work is considered “extra-duty” and “at will.” The Board is obligated only to pay the wages agreed to on the Professional Extra-Duty form and only for the hours actually worked. If a teacher fails to provide the service outlined in the PED agreement, or if the PED work is cancelled by the District, the teacher shall be compensated only for services rendered. (See Appendix E)
- 3) PED work shall be compensated at \$28.00 per contracted hour.

### C. Extended-Year Pay (EYP)

Teachers employed to provide their regular duties beyond the regular contract year shall be compensated at their daily rate. Daily rates shall be computed in the fiscal year (July 1 – June 30) services are rendered. (See Appendix E)

D. Non-tenured Teacher Tuition Reimbursement

Non-tenured teachers, who successfully complete (grade of “C” or better) District-approved college/university coursework, shall receive tuition reimbursement, up to the IRS limitation, in the following manner:

- 1) Teachers shall submit verification of completed coursework to the District office by May 1.
- 2) The tuition fund of \$20,000 each year shall be divided by the number of credit hours submitted.
- 3) The reimbursement shall be limited to no more than the actual cost of tuition (excluding materials, fees, books, etc.)
- 4) Teachers shall receive reimbursement based on the number of credit hours completed.
- 5) Coursework, not completed by May 1, may be submitted the following year, if the teacher remains an employee of the District on May 1 of the following year.

Formula example:  $\$20,000/80$  credit hours = \$250 per credit hour

E. Other Compensation not on Schedule B

- 1) Teachers, who provide a written resignation to the District before February 1, and at least 120 calendar days prior to the effective date of the resignation, shall receive a \$500 stipend to be paid on June 23.
- 2) Certified teachers, who become National Board certified through the National Board for Professional Teaching Standards (NBPTS), shall have \$1,000 added to base pay each year they hold certification.
- 3) Teachers, who possess a second Master’s degree, approved by the District, shall have \$1,000 added to base pay each year of employment.
- 4) Mentor Teacher – Mentor teachers assigned by the District in providing training and support for non-tenured teachers, shall be paid \$650 per year. The District shall provide a job description for the mentor teachers. Mentor teachers must be tenured teachers, and acceptance of the mentorship is optional. Mentors shall be provided to teachers in their first three years of probation. The District is not required to provide mentors, unless required by law.
- 5) North Central Accreditation pay shall be \$500 per building chair and \$500 each for goal chairs for each building.

- 6) Teachers who have completed 25 years of Chelsea School District service shall annually receive \$400 which shall be placed in an annuity program approved by the District and selected by the teacher. Such payment shall be made in June.
- 7) Teachers presenting at the evening parent preview meeting prior to the Reproductive Health Unit shall be paid at the Professional Extra Duty rate. Pay shall be limited to one teacher per grade level. The PED rate will be guaranteed for two (2) hours, and every one-quarter (1/4) hour exceeding the two-hour scheduled meeting will be prorated.

### Section 3 – Fringe Benefits

- A. All teachers of the District covered under this contract may elect a health insurance option as outlined below. All benefits are subject to the terms and conditions of the insurance policies, and any claims shall be made against the insurance carrier. The teacher must comply with all requirements for coverage specified by the insurance carrier, including those for enrollment and active employment. The CEA will be consulted before the Board of Education chooses any equivalent plan.

All options are the Chelsea School District Medical Plan through Cofinity or equivalent.

- Option 1: Office Visit: \$30, UC: \$30, ER: \$100  
 Deductible: \$250/\$500  
 Rx Copay: \$10/\$40/\$60, 2x MOPD  
 Coinsurance: 20% - \$1,000/\$2,000 maximum
- Option 2: Office Visit: \$30, UC: \$30, ER: \$100  
 Deductible: \$100/\$200  
 Rx Copay: \$10/\$40/\$60, 2x MOPD  
 Coinsurance: 10% - \$500/\$1,000 maximum
- Option 3: Office Visit: \$30, UC: \$30, ER: \$100  
 Deductible: None  
 Rx Copay: \$10/\$40/\$60, 2x MOPD  
 Coinsurance: None

Each option above shall also include the following:

- dental package that covers 70/70/70/70, Class I/II/III Benefits (\$1,200 maximum benefit) and orthodontia rider Class IV (maximum \$1,200) benefit.
  - vision care plan with benefits equivalent to MESSA VSP-2 plan.
- 1) The Board will pay 90% of the premium for Option 1 listed above, the dental and vision plans listed above, or the amounts listed below, whichever is less, for each teacher. Teachers choosing Option 2 or 3 shall pay the difference between the amount paid for a person choosing Option 1 and the cost of the chosen option:
    - A. Single Subscriber 2011-2012: \$6,397
    - B. Two Person 2011-2012: \$11,414
    - C. Full Family 2011-2012: \$14,597

- B. In the event the teacher elects not to take the health coverage, the teacher may apply \$2,000 toward cash-in-lieu of all insurance. Teachers electing the cash-in-lieu payment may purchase dental and/or vision insurance currently offered to staff members.

Annual insurance coverage for all continuing teachers shall commence on September 1 and continue through August.

- C. First-year teachers' insurance coverage shall commence on the first day of teaching duty, as designated by the District and be coordinated with the annual insurance coverage dates.

Coverage on behalf of a teacher shall cease on the first day of an unpaid leave of absence, is on layoff, or terminates employment with the District before the end of the school year, except as otherwise required for an eligible teacher under FMLA.

- D. The Health insurance plans do not include sponsored dependent or family continuation riders.

- E. The Board pays the premium for \$25,000 of term life insurance, including accidental death and dismemberment.

- F. The Board agrees to assume the required contribution to the State of Michigan Employee Retirement System, excluding MIP payments.

- G. Health plan specifications shall not include coverage for services which the employer is prohibited from funding under the State School Aid Act.

- H. Health insurance shall be discontinued for any employee retiring into the Michigan School Employees Retirement System on the first day that employee enters the retirement system.

#### Section 4 – Pay Periods

Teachers shall elect to receive their annual salary in 20 or 24 equal installments. This election must be made by May 31 for the next school year. Teachers who do not choose will receive the same number of payments they received in the previous year.

**ARTICLE XVIII**  
**(Amended)**  
**CO-AND EXTRA-CURRICULAR ASSIGNMENTS**

Section 1

- A. The Board and the CEA recognize that co-curricular and extra-curricular student activities are not legally required public school programs but can positively contribute to a student's educational experience. The Board holds the final responsibility for approving co-curricular and extra-curricular programming.

Nothing contained in this agreement shall be construed to require the Board to continue or fund any extra-curricular program or prohibit the Board from discontinuing any extra-curricular program at any time.

- B. Teachers shall notify the administration in writing by May 1 if they do not plan to hold the extra-curricular assignment the following year. No teacher shall be assigned extra-curricular duties without the teacher's consent, except as outlined in Article VI-I.
- C. Extra-curricular assignments shall be issued by June 1 for the following year. A teacher in such an assignment, not notified in writing otherwise, shall continue in the assignment for the following year, provided the activities are continued and funded, except as outlined in Article VI I.
- D. No teacher shall be required to drive a school bus as part of the teacher's regular or extra-duty assignment.
- E. Beginning July 1, 2007, as positions are filled, experience credit for the purpose of salary placement will be given for each year of experience in the position as listed in the posting. If a position is linked or unlinked, the experience credit will be continued.
- F. The Board shall create job descriptions, which shall be available to candidates prior to acceptance of B2/B3/B4 positions. Compensation for positions shall be negotiated between the Board and the CEA, as outlined in this agreement. Schedule B2 and B3 compensation is limited to stipends only.
- G. Evaluation: Supervisory administrators shall notify a teacher if the teacher's work needs improvement, or is unsatisfactory, for each B2 or B3 assignment. B4 assignments are evaluated on the regular teacher evaluation form. (See Appendix D-1.) If performance is cited as unsatisfactory, or needs improvement, the supervisor shall recommend improvements to be made.

Evaluations are the responsibility of the Board and may be conducted by the supervising administrator, athletic director, principal, or designated administrator.

Section 2 – Adding/Deleting Positions or Duties

Only the Board may add or delete duties or positions on the B2, B3, or B4 schedules. Compensation for Board added or deleted duties or positions shall be negotiated. The Board is not required to fund or operate any program or position.

Job descriptions establish minimum job expectations. Additional services provided by the teacher are considered voluntary and uncompensated. The Board may cause a substantial change in job description by notifying the CEA of such change and need for negotiations.

When a teacher wishes to request the addition or deletion of a position or substantial change in duties, the teacher shall submit the request to the negotiation chair for the CEA and the Superintendent. The process for considering such requests is as follows:

- A. Submit B2/B3/B4 Request Form (See Appendix F.) to negotiations team through either “chair.”
- B. Chairs set dates for consideration and review job description or proposed job description adjustment.
- C. Chairs bring salary recommendations to team.
- D. Superintendent submits recommendation to Board, and CEA chair submits recommendation to Executive Council.
- E. If approved by both, position becomes part of the contract.
- F. When setting or adjusting the stipend for a B2, B3, or B4 position, the following will be considered:
  - 1) Duty time beyond regular teaching day
  - 2) Average number of students per advisor/coach/teacher
    - a) Size of budget
    - b) Preparation time
    - c) Equipment/material management
    - d) Qualifications
    - e) Length of season
    - f) Number of events
    - g) Travel requirements
    - h) Supervision of adults

### Section 3 – Extra-Duty B2/B3 Appeal and Grievance Rights

- A. Teachers holding B2/B3 positions in their first four (4) years are on probation and are assigned annually. Probationary teachers (years 1 – 4) may appeal supervisory decisions to the Superintendent only.
- B. Non-probationary teachers (5+ years) shall have the grievance rights provided in Article XIX titled “Grievance Procedure” through Level Three. Level Four (for this Article only): If the CEA is not satisfied with the results of Level Three, a hearing may be requested with the B2/B3 Committee. This request must be submitted to the Superintendent, in writing, within ten (10) days of receipt of the mediator’s written summary. The B2/B3 Committee shall consist of one (1) CEA member (appointed by the CEA President), one (1) administrator (appointed by the Superintendent), and one (1) mutually agreed-upon third party. Members of the B2/B3 Committee shall not be directly involved with the grievance. The decision of the B2/B3 Committee is final, and there shall be no additional access to this Agreement’s “Grievance Procedure.” The B2/B3 Committee shall submit its written determination within ten (10) days of the hearing.
- C. A teacher may be a non-tenured or tenured teacher in the teacher’s/her regular assignment, while probationary teacher (years 1 – 4) in their extra-duty B2/B3 assignment(s).
- D. Teachers in B4 positions shall have the grievance rights granted to them in Article XIX.
- E. A teacher shall have no recourse to the procedures under the Tenure Act for any non-renewal, discharge or demotion in extra-curricular activities.
- F. Non-CEA members are not afforded rights under the “Grievance Procedure.”

### Section 4

- A. Stipends paid on the B2 (Extra-curricular) and B3 (Athletics) schedules shall be based on the B1/BA salary schedule. Beginning July 1, 2007, as positions are filled, steps shall be determined on the basis of one (1) step for each year of experience in that particular position in Chelsea. Other experience may be granted at the discretion of the Board. No teacher shall be placed on a higher step than the teacher’s actual years of experience.

Transfer between equivalent coaching positions, across gender lines, will be considered the same (i.e. Boys’ tennis is equivalent to Girls’ tennis).

- B. Stipends paid on the B4 schedule shall be based on teaching years of experience, as a director, in the Chelsea School District at the BA/MA/PhD level attained by the teacher. Other experience, as a director may be granted at the discretion of the Board. (See article XVII, Sec 1, B.) No teacher shall be placed on a higher step than his actual years of experience.

**ARTICLE XIX**  
**GRIEVANCE PROCEDURE**

**Section 1**

A grievance shall be an alleged violation of the terms of this contract or written Board policy which concerns teachers' wages, hours, and working conditions.

The following matters shall not be the basis of any grievance filed under the procedure outlined in this Article:

- A. The termination of services of, or failure to re-employ, any non-tenured teacher (See Article XIII.)
- B. The failure to re-employ any teacher to a position on the extra-duty B2 or B3 schedule in years 1- 4. Notice shall be given to any teacher not being re-employed by June 15 of each year for the following year
- C. Any matter involving the contents of written teacher evaluations

It is expressly understood that the grievance procedure shall not apply to those areas in which the Tenure Act prescribes a procedure or authorizes a remedy (discharge and/or demotion).

No grievance shall be adjusted without prior notification to the CEA and opportunity for an CEA representative to be present, nor shall any adjustment of a grievance be inconsistent with the terms of this Agreement. In the administration of the grievance procedure, the interests of the teachers shall be the sole responsibility of the CEA.

**Section 2**

Grievance Procedure -The following procedure is the exclusive means for resolving grievances:

- A. **PROCEDURE:** A teacher who feels there is basis for grievance shall discuss it with his supervisor or principal in an attempt to reach a satisfactory solution. Following the initial discussion, either party may involve his representatives in additional discussions in order to affect an equitable solution. These discussions will emphasize dispute resolution utilizing an interest-based, problem-solving process.

- 1) **LEVEL ONE:** In the event the matter is not resolved, the teacher may, within ten (10) days of the alleged occurrence of the grievance, or within ten (10) days of the date it should have been discovered, file a written grievance with the principal. (See Appendix C-1)

Within five (5) days from receipt of the written grievance, the principal or supervisor shall render a decision, in writing, to the Grievant and the CEA. The CEA may file a grievance on its own behalf or on the behalf of the teacher.

- 2) **LEVEL TWO:** If the Grievant and/or the CEA is not satisfied with the disposition at Level One, or if no decision has been rendered within five (5) days after presentation of



the grievance, the Grievant and/or the CEA may appeal the grievance within five (5) additional days by filing it with the Superintendent. Within five (5) days from the receipt of the written grievance, the Superintendent or his designee shall meet with the Grievant and a representative of the CEA to attempt to resolve the grievance. These discussions will emphasize dispute resolution utilizing an interest-based, problem-solving process. The Superintendent or his designee shall render his decision within five (5) days after such meeting.

- 3) **LEVEL THREE:** If the Grievant and/or the CEA is not satisfied with the disposition of the grievance by the Superintendent or his designee, or if no disposition has been made within five (5) days of such meeting or ten (10) days from the date of filing with the Superintendent, the Grievant, with the concurrence of the CEA, may request a mediator to hear the grievance. The cost of mediation will be borne equally by the parties. The parties will meet within ten (10) days to select a mediator and agree on dates for mediation. Mediators will be required to submit a written summary of the proceedings of mediation and identify agreements made by the parties involved in mediation. A copy of the mediator's written summary shall be furnished to the Grievant, the CEA, and the Board of Education. Mediation proceedings, records, and recommendations may not be introduced, or referred to by any party, should the grievance proceed to arbitration or in any subsequent grievance or arbitration. If no agreement regarding the mediator or the mediation process can be reached within the ten (10) day period, the grievance will move to Level Four if requested by the Grievant within five (5) days.
- 4) **LEVEL FOUR –** If the CEA is not satisfied with the results of the grievance at Level 3, it may request an appointment of an arbitrator to hear the grievance. This request must be submitted to the Superintendent, in writing, within ten (10) days of the mediator's written summary. If the parties cannot agree upon an arbitrator, he shall be selected by the American Arbitration CEA in accordance with its rules which shall govern the hearing. Neither party may raise a new defense or ground at Level Four not previously raised or disclosed at other written levels.

In the event the grievance is not settled prior to the hearing, the grievance may be tried before the arbitrator, whose decision shall be binding upon both parties, who agree that a judgment thereon may be entered in any court of competent jurisdiction.

Notwithstanding the foregoing, the arbitrator shall not have the power to add to, modify, alter, or amend, or subtract from the terms of this agreement. He shall not hear any grievance previously barred from the scope of the grievance procedure.

Costs of arbitration shall be borne equally by the parties, except each party shall assume its own costs for representation and witness fees. All timelines, at any level of the grievance process, may be extended by an additional five (5) days by providing written notice of the extension to the other party. Extension of more than five (5) days requires mutual agreement.

The time limits provided in this Article shall be strictly observed, but may be extended by written agreement of the parties. In the event a grievance is filed after May 15 of any year, and strict adherence to the time limits may result in hardship to any party, the Board shall use its best efforts to process such grievance prior to the end of the school term or as soon thereafter as possible.

If an individual teacher has a personal complaint which he desires to discuss with a supervisor, he is free to do so without recourse to the grievance procedure. However, no grievance shall be adjusted without prior notification to the CEA and opportunity for an CEA representative to be present, nor shall any adjustment of a grievance be inconsistent with the terms of this agreement. In the administration of the grievance procedure, the interests of the teachers shall be the sole responsibility of the CEA.

**ARTICLE XX**  
**(Amended)**  
**STUDENT ACCOMMODATIONS**

For the duration of this contract, the procedural safeguards for general and special education teachers included in IDEIA, Section 504 of the Rehabilitation Act, State of Michigan Special Education Rules and Regulations and other legislation will govern programs, services and procedures established to assist students with special needs.

As with gender, overall abilities and social issues, the district will strive to balance the number and extent of support necessary to address needs within the grade levels. Consideration for placement will include; teacher volunteers, teachers with special experience and training, enrollment, available academic and social supports, among others.

IEP committees will determine student and teacher specific supports as outlined in the legislation.

By September 15 of each year, all teachers will be given a list of students receiving accommodations within their respective building.

Concerned teachers are encouraged to work through the IEP team/student assistance team, building principal, and/or special education administrator.

Teachers with continuing concerns may appeal to the Superintendent.

**ARTICLE XXI**  
**(Amended)**  
**MISCELLANEOUS PROVISIONS**

- A. The Board shall advise the CEA of its involvement and participation in any consortium of school districts where students of the school district will be receiving instruction from teachers who are not in its employ. In such cases, the Board shall consult the CEA and discuss the course offerings of the consortium which will be attended by students of the school district.
- B. The parties acknowledge that during the negotiations which resulted in this agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this agreement. Therefore, the Board and the CEA, for the life of this agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to or covered in this Agreement, or with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated or signed this Agreement.
- C. To assure smooth implementation of new school laws, the Superintendent or designee and CEA President will meet to discuss implementation.
- D. CEA Presidential Release Time – In order to provide the opportunity for regular communication between the President of the CEA and School District Representatives, the president of the CEA may be assigned to one less class period. One-half of the cost of the prorated share (one class period) of the President’s teaching salary and fringe benefits shall be paid to the Chelsea School District by the CEA. One-half of the total due to the District shall be paid by September of each year and, again, in January. Presidential Release Time shall not continue unless the Board of Education and the CEA both adopt a resolution to continue this provision annually.
- E. Should, during the length of this contract, the State of Michigan require the district to offer 180 days of student instruction, the impacted calendar will be revised to reflect the following: 180 student instruction days, minimum 1098 instructional hours, 4 professional development/and or teacher work days, 0.5 open house, and teacher days of 7 ¼ hours in length. (Based on the 2006-2007 calendar). Such a change would not require the reopening of other articles or schedules.
- F. An Emergency Manager appointed by law may reject, modify or terminate this Agreement as provided by law.

**XXII**  
**(Amended)**  
NEGOTIATION PROCEDURES

- A. Anytime after November 1, preceding the expiration date of the contract, either party may initiate negotiations for the purpose of entering into a successor agreement. The first meeting shall take place no later than thirty (30) days following such demand to begin negotiations.
- B. Each party may have up to five (5) representatives on their negotiations team, unless changed by mutual agreement. Neither party in any negotiations shall have any control over the selection of the negotiating or bargaining representatives of the other party. The parties mutually pledge that their representatives will be clothed with all the necessary power and authority to make proposals, consider proposals, and make concessions in the course of negotiations.

Both parties agree to submit the final agreement for ratification of their appropriate governing bodies. It is understood and agreed that neither body is obligated to ratify the final agreement submitted by the bargaining teams. After ratification by both parties, their representatives shall attach their signatures to the ratified agreement within ten (10) days of ratification.

- C. Any agreement to alter the contract must be approved by the Board and the CEA.

**ARTICLE XXIII**

**DURATION OF AGREEMENT**

This continuation of the collective bargaining agreement between the Chelsea School District and the Chelsea Education Association shall be effective June 27, 2011 and shall continue in effect until June 30, 2012. This Agreement shall not be extended orally, and it is expressly understood that it shall expire on the date indicated.

CHELSEA EDUCATION CEA

BOARD OF EDUCATION

\_\_\_\_\_  
President:

\_\_\_\_\_  
President: R. Steve Olsen

\_\_\_\_\_  
Secretary

\_\_\_\_\_  
Vice-President: Laurel McDevitt

\_\_\_\_\_  
Negotiations Member

\_\_\_\_\_  
Treasurer: Sally DeVol

\_\_\_\_\_  
Negotiations Member

\_\_\_\_\_  
Secretary: Anne Mann

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Negotiations Member

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Trustee: Jeff Crowder

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Negotiations Member

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Trustee: Tammy Lehman

\_\_\_\_\_  
Negotiations Member

\_\_\_\_\_  
Trustee: Scott Broshar

Dated \_\_\_\_\_

Dated: \_\_\_\_\_

APPENDIX A-1

July 2011

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August 2011

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September 2011 S-19

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October 2011 S-21 (40)

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2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
		C		CE		
23	24	25	26	27	28	29
			C			
30	31					

November 2011 S-19 (59)

Sun	Mon	Tues	Wed	Thur	Fri	Sat
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
			TM			
27	28	29	30			
	RD-PD					

December 2011 S-16 (75)

Sun	Mon	Tues	Wed	Thur	Fri	Sat
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

January 2012 S-17 (92)

Sun	Mon	Tues	Wed	Thur	Fri	Sat
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
			C-BMS	C-CHS		
29	30	31				

February 2012 S-19 (111)

Sun	Mon	Tues	Wed	Thur	Fri	Sat
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29			

March 2012 S-21 (132)

Sun	Mon	Tues	Wed	Thur	Fri	Sat
				1	2	3
4	5	6	7	8	9	10
				CE		
11	12	13	14	15	16	17
		TM-CE	RD-PD			
18	19	20	21	22	23	24
25	26	27	28	29	30	31

April 2012 S-16 (148)

Sun	Mon	Tues	Wed	Thur	Fri	Sat
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
		CS				
29	30					

May 2012 S-22 (170)

Sun	Mon	Tues	Wed	Thur	Fri	Sat
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

June 2012 S-5.5 (175.5)

Sun	Mon	Tues	Wed	Thur	Fri	Sat
					1	2
3	4	5	6	7	8	9
					TM-RD	
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

X - No School  
C - Conference P/T

PD - Professional Development  
RD - Records Day

TM - End of Trimester  
/ - 1/2 Day

Students - 175.5 Days  
Teachers - 182 Days

## Appendix A-2

### CHELSEA SCHOOL DISTRICT 2011 - 2012 CALENDAR

August 31	Teachers First Day
September 1	½ day - Teachers Only - Professional Development
September 2-5	No School - Labor Day Weekend
September 6	Students' First Day
October 18	Parent/Teacher Conferences 3:45 PM - 7:00 PM - <b>District-wide</b>
October 20	Parent/Teacher Conferences 3:45 PM - 7:00 PM - <b>Elementary Only</b>
October 26	Parent/Teacher Conferences 3:45 PM - 7:00 PM - <b>District-wide</b>
November 23	End of 1 <sup>st</sup> Trimester
November 24-25	No School - Thanksgiving Break
November 28	No School for Students; Teachers Report - ½ Records Day and ½ Day Professional Development
Dec. 23 - Jan. 6	No School; Winter Break
January 25	Parent/Teacher Conferences 3:45 PM - 7:00 PM - <b>Middle School Only</b>
January 26	Parent/Teacher Conferences 3:45 PM - 7:00 PM - <b>High School Only</b>
February 17-20	No School - Presidents' Day Weekend
March 8	Parent/Teacher Conferences 3:45 PM - 7:00 PM - <b>Elementary Only</b>
March 13	End of 2 <sup>nd</sup> Trimester; Parent/Teacher Conferences 3:45 PM - 7:00 PM - <b>Elementary Only</b>
March 14	No School for Students; Elementary Teachers Report AM for Records Day; Secondary Teachers Report All Day for Records Day and Professional Development
April 2-6	No School; Spring Break
April 24	Parent/Teacher Conferences 3:45 PM - 7:00 PM - <b>High School/Middle School</b>
May 28	No School; Memorial Day
June 8	End of 3 <sup>rd</sup> Trimester; ½ Day for Students; Full Day for Teachers with ½ Records Day in PM

#### Additional Teacher Days Beyond Student Days (175.5):

- **Elementary Teachers:** Open House (.5) Aug. 31 (1); Sept. 1 (.5); Oct. 18 (.5); Oct. 20 (.5); Oct. 26 (.5); Nov. 28 (1); Mar. 8 (.5); Mar. 13 (.5); Mar. 14 (.5); June 8 (.5) = (6.5 days)
- **Secondary Teachers:** Open House (.5) Aug. 31 (1); Sept. 1 (.5); Oct. 18 (.5); Oct. 26 (.5); Nov. 28 (1); Jan. 25 or 26 (.5); Mar. 14 (1); Apr. 24 (.5); June 8 (.5) = (6.5 days)

Student Days – 175.5

Teacher Days – 182



## APPENDIX B1

### SALARY SCHEDULES **(Amended)** Salary Schedule Information

- A. If a teacher is to be advanced on the salary schedules (steps and/or raises), he must have completed a full year of teaching in the Chelsea School District and have obtained a satisfactory evaluation during the previous school year. Teachers that have not received a satisfactory evaluation will have been placed on an Individual Development Plan (IDP) (Appendix D-4) to address the area(s) of concern. The IDP must be signed and implemented for at least 60 days for a probationary teacher if the salary schedule advance is affected. For a tenured teacher, the IDP must be signed and implemented by January 1 if the salary schedule advance is affected for the following year.
- B. A teacher's placement on the salary schedule, as determined at the commencement of the school year, shall not be subject to change during the school year regardless of when a given teacher completes course work. The teacher must have obtained those credit hours necessary to entitle the teacher to placement on the MA or EdS salary schedule before September 15 of the school year in which the advancement is to be made. Further, a transcript of completed credits is required as evidence and must be presented to the Superintendent before a teacher is placed on the MA or EdS salary schedule.
- A teacher seeking placement on an advanced-degree schedule (MA or EdS/PhD) must have a degree granted from a college or university accredited by the applicable regional accrediting agency or through a degree program approved by the Board.
- C. All salary figures are rounded up or down to the nearest whole dollar.

### Salary Adjustments for 2011-2012

Teachers remain on the same step as the 2009-2010 salary schedule. The salary schedule for 2011-2012 shall increase by 0.0% at each step. Individuals who attain graduate degrees will change “lanes” or “columns” for the 2011-2012 school year.

Teachers that are in steps shall receive a one-time cash payment of \$1,000 to be paid in October, 2011.

All teachers shall receive an off-schedule payment of 1.175% in October, 2011 and another off-schedule payment of 1.175% in March, 2012.

Chelsea School District  
CEA Salary Schedules  
2011-2012

CEA Salary Schedule

Step	B.A.	M.A.	Eds/PhD
1	40,074	43,687	46,632
2	42,331	46,539	49,734
3	44,587	49,391	52,838
4	46,843	52,244	55,940
5	51,582	57,886	62,028
6	53,953	60,885	65,289
7	56,322	63,881	68,548
8	58,693	66,880	71,808
9	61,064	69,876	75,068
10	63,467	72,896	78,361
11	66,349	76,207	81,918

A teacher, who is paid unemployment compensation benefits chargeable to the District and who is subsequently employed in the bargaining unit, shall have the teacher’s compensation for that school year adjusted so that the teacher’s unemployment compensation benefits received plus adjusted compensation will be equal to the total compensation the teacher would have earned for work performed in that school year had the teacher not received unemployment compensation benefits prior to returning to employment.

**APPENDIX B2****SCHEDULE B2 – EXTRA-CURRICULAR****(Amended)****High School**

Class Advisor	.02
Student Council	.06
NHS	.03
SLS	.02
Prom Advisor	.03
Interact	.02
Key Club	.02
Yearbook	.06
Link Crew	.025
One Act	.03
School Store	.01
Newspaper	.04
Debate	.03
Robotics	.02
Building Chairperson - Science, Social Studies, Math, English	.03
Musical	.06
Musical Orchestra Director	.02
Show Choir	.04
Color Guard	.03
Alternative Styles Music Director	.04
Science Olympiad	.02

**Middle School**

Student Council	.02
Washington, DC Trip Coordinator	.02
Yearbook	.05
Science Olympiad (1/2 % is designated to head coach)	.04
Quiz Bowl	.02
Building Chairperson – Science, Social Studies, Math, English	.03
Drama	.02
Assistant Music	.01
WEB	.01
Sixth Grade Camp	.01

**Elementary**

Student Council	.01
Grade Level Chairs - 1 per grade level	.03

**APPENDIX B3****EXTRA-CURRICULAR ATHLETICS****(Amended)****A. Girls' Athletics****1) Fall**

Cross Country	0.0744
Golf	0.0686
Swimming – Varsity Head	0.0988
Swimming Assistant(s)	0.0686
Swimming/Diving	0.0416
Sideline Cheer – Varsity	0.0416
Sideline Cheer – Junior Varsity	0.0312
Sideline Cheer – 8 <sup>th</sup> Grade	0.0208
Sideline Cheer – 7 <sup>th</sup> Grade	0.0208
Volleyball	0.0988
Volleyball – Junior Varsity	0.0686
Volleyball – Junior Varsity	0.0686
Volleyball – Freshmen	0.0595
Volleyball – 8 <sup>th</sup> Grade	0.0572
Volleyball – 7 <sup>th</sup> Grade	0.0572

**2) Winter**

Basketball – Varsity Head	0.1196
Basketball – Jr. Varsity	0.0858
Basketball – Freshmen	0.0744
Basketball – 8 <sup>th</sup> Grade	0.0572
Basketball – 7 <sup>th</sup> Grade	0.0572
Competition Cheer	0.0686

**3) Spring**

Softball - Varsity Head	0.0988
Softball – Junior Varsity	0.0686
Softball – Freshmen	0.0595
Tennis	0.0686
Tennis – Jr. Varsity	0.0595
Track – Varsity Head	0.0988
Track – Assistant(s)	0.0686
Track/Pole Vault	0.0208
Track – Middle School	0.0572
Track – Middle School Assistant(s)	0.0416
Soccer – Varsity Head	0.0988
Soccer – Junior Varsity	0.0686
Soccer – Freshmen	0.0595

## B. Boys' Athletics

### 1) Fall

Football – Varsity Head	0.1352
Football – Varsity Assistant(s)	0.0858
Football – Junior Varsity Head	0.0858
Football – Junior Varsity Assistant(s)	0.0676
Football – Freshmen	0.0744
Football – Freshmen Assistant(s)	0.0572
Football – Middle School Head	0.0572
Football – Middle School Assistant(s)	0.0416
Cross Country – Varsity Head	0.0744
Cross Country – Middle School	0.0572
Soccer – Varsity Head	0.0988
Soccer – Junior Varsity	0.0686
Soccer – Freshmen	0.0595
Tennis – Varsity	0.0686
Tennis – Junior Varsity	0.0595

### 2) Winter

Basketball – Varsity Head	0.1196
Basketball – Junior Varsity	0.0858
Basketball – Freshmen	0.0744
Basketball – 8 <sup>th</sup> Grade	0.0572
Basketball – 7 <sup>th</sup> Grade	0.0572
Swimming – Varsity Head	0.0988
Swimming Assistant(s)	0.0686
Swimming/Diving – Varsity	0.0416
Wrestling – Head	0.0988
Wrestling Assistant(s)	0.0686
Wrestling – Middle School	0.0572
Wrestling Middle School Assistant(s)	0.0416

### 3) Spring

Baseball – Varsity Head	0.0988
Baseball – Junior Varsity	0.0686
Baseball – Freshmen	0.0595
Golf	0.0686
Track – Varsity Head	0.0988
Track Assistant(s)	0.0686
Track/Pole Vault	0.0208
Track – Middle School Head	0.0572
Track – Middle School Assistant(s)	0.0416

## C. Co-ed Athletics

Swimming – Middle School Head	0.0572
Swimming – Middle School Assistant(s)	0.0416
Weightlifting and Conditioning	0.0150

**APPENDIX B4**

**CO-CURRICULAR/LINKED  
(Amended)**

High School Band Director	.13
High School Orchestra Director	.06
High School Vocal Music Director	.05
Middle School Band Director	.06
Middle School Orchestra Director	.04
Middle School Vocal Music Director	.03
Elementary Vocal Music Director	.01

**APPENDIX C-1**

**GRIEVANCE REPORT FORM**

<b>Grievance Number:</b>  <i>(Submit Quadruplicate)</i>	<b>Chelsea School District Grievance Report</b>	<b>Distribution of Form:</b> 1. Superintendent 2. Principal 3. Association 4. Teacher	
<b>Building:</b>	<b>Assignment:</b>	<b>Name of Grievant:</b>	<b>Date Filed:</b>

**LEVEL I**

**Grievant:** List the nature of the grievance, all the articles of the Master Agreement that may have been violated, and the remedy requested by the grievant:

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A. Date received by Principal or the teacher's/her designee: \_\_\_\_\_

B. Disposition by Principal or the teacher's/her designee: \_\_\_\_\_  
\_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**LEVEL II**

A. Date received by Superintendent or designee: \_\_\_\_\_  
B. Disposition by Superintendent or designee: \_\_\_\_\_  
\_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**APPENDIX C-1 (continued)**

C. Position of grievant and/or CEA:

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Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**LEVEL III**

A. Date received by the mediator:

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B. Mediator's summary:

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Signature: \_\_\_\_\_ Date: \_\_\_\_\_

C. Position of the CEA:

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Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**LEVEL IV**

A. Date submitted to arbitration:

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B. Disposition and award of arbitrator:

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Signature of Arbitrator: \_\_\_\_\_

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



CHELSEA SCHOOL DISTRICT

Individual Professional Development Plan  
(Amended)

Teacher \_\_\_\_\_ School \_\_\_\_\_

Grade Level(s) \_\_\_\_\_ Subject(s) \_\_\_\_\_ Date \_\_\_\_\_

Based on your self-assessment, your administrator's input, and any school or district initiatives, what goal have you identified? What is an area of knowledge or skill that you would like to strengthen?	
Describe the connection between this goal and your teaching assignment.	
What data will be gathered to show evidence of success (use both local and standardized where applicable)?	
Describe the activities you will do to work toward your goal, and their time lines.	
Activity	Time Line
What resources will you need to better achieve your goal?	

Teacher Signature: \_\_\_\_\_ Date Submitted (due September 20): \_\_\_\_\_

Administrator Signature: \_\_\_\_\_ Date Reviewed: \_\_\_\_\_

# Individual Professional Development Log of Activities

*Note:* Complete one log for each goal identified in your individual professional development plan.

Teacher \_\_\_\_\_ School \_\_\_\_\_

Grade Level(s) \_\_\_\_\_ Subject(s) \_\_\_\_\_ Date \_\_\_\_\_

Goal \_\_\_\_\_

Date	Activity	Benefit

# Reflection on the Individual Professional Development Plan

Name \_\_\_\_\_ Date \_\_\_\_\_

Goal \_\_\_\_\_

Write a separate reflection for each goal you have pursued this year. Each reflection should be no more than five paragraphs. It is intended to provide insights into your work during the year.

1. To what extent did you achieve your goal?

2. Did you find it necessary to modify your goal or your IPDP as you learned more?

3. Which of the activities on your IPDP did you find most useful? Did you do some activities that you had not initially planned? If so, what were they?

4. In what ways were your colleagues helpful to you in working toward your goal?

5. What data have you reviewed as you have reflected on and evaluated this goal (attach data)?

Teacher Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Administrator Signature: \_\_\_\_\_ Date: \_\_\_\_\_

## Observation/Evaluation Forms

### Appendix D-2 (Amended)

#### Formal Classroom Observation - Pre-Observation Conference

Teacher \_\_\_\_\_ School \_\_\_\_\_

Grade Level(s) \_\_\_\_\_ Subject(s) \_\_\_\_\_

Observer \_\_\_\_\_ Date \_\_\_\_\_

#### Questions for discussion:

1. To which part of your curriculum does this lesson relate?
2. How does this learning fit in the sequence of learning for this class?
3. Briefly describe the students in this class, including those with special needs.
4. What are your learning outcomes for this lesson? What do you want the students to understand?
5. How will you engage the students in the learning? What will you do? What will the students do? Will the students work in groups, or individually, or as a large group? Provide any worksheets or other materials the students will be using.
6. How will you differentiate instruction for different individuals or groups of students in the class?
7. How and when will you know whether the students have learned what you intend?
8. Is there anything that you would like me to specifically observe during the lesson?
9. Other Questions/Discussion:

**Formal Classroom Observation**

**Notes from the Observation**

Time	Actions and Statements/Questions by Teacher and Students	Component

**Formal Classroom Observation**

## Post Observation Conference

Teacher \_\_\_\_\_ School \_\_\_\_\_

1. In general, how successful was the lesson? Did the students learn what you intended for them to learn? How do you know?
  
2. If you were able to bring samples of student work, what do those samples reveal about those students' levels of engagement and understanding?
  
3. Comment on your classroom procedures, student conduct, and your use of physical space. To what extent did these contribute to student learning?
  
4. Did you depart from your plan? If so, how and why?
  
5. Comment on different aspects of your instructional delivery (e.g., activities, grouping of students, materials and resources). To what extent were they effective?
  
6. If you had an opportunity to teach this lesson again to the same group of students, what would you do differently?
  
- 7: Other Questions/Discussion:

# Informal Classroom Observations

Teacher \_\_\_\_\_ School \_\_\_\_\_

Grade Level(s) \_\_\_\_\_ Subject(s) \_\_\_\_\_ Observer \_\_\_\_\_

Date	Topic, Concept, Setting

# Observation Summary (Formal and Informal)

Teacher \_\_\_\_\_ School \_\_\_\_\_

Grade Level(s) \_\_\_\_\_

Subject(s) \_\_\_\_\_ Observer \_\_\_\_\_

Date \_\_\_\_\_

Summary of the Lesson \_\_\_\_\_

## Evidence of Teaching

### Domain 1: Planning and Preparation

Component	Unsatisfactory	Basic	Proficient	Distinguished
<b>1a Demonstrating Knowledge of Content and Pedagogy</b>	The teacher's plans and practice display little knowledge of the content, prerequisite relationships between different aspects of the content, or the instructional practices specific to that discipline.	The teacher's plans and practice reflect some awareness of the important concepts in the discipline, prerequisite relationships between them, and instructional practices specific to that discipline.	The teacher's plans and practice reflect solid knowledge of the content, prerequisite relationships between important concepts, and the instructional practices specific to that discipline.	The teacher's plans and practice reflect extensive knowledge of the content and the structure of the discipline. The teacher actively builds on knowledge of prerequisites and misconceptions when describing instruction or seeking causes for student misunderstanding.

*Evidence*

*Date:*

Component	Unsatisfactory	Basic	Proficient	Distinguished
<b>1b Demonstrating Knowledge of Students</b>	The teacher demonstrates little or no knowledge of students' backgrounds, cultures, skills, language proficiency, interests, and special needs, and does not seek such understanding.	The teacher indicates the importance of understanding students' backgrounds, cultures, skills, language proficiency, interests, and special needs, and attains this knowledge for the class as a whole.	The teacher actively seeks knowledge of students' backgrounds, cultures, skills, language proficiency, interests, and special needs, and attains this knowledge for groups of students.	The teacher actively seeks knowledge of students' backgrounds, cultures, skills, language proficiency, interests, and special needs from a variety of sources, and attains this knowledge for individual students.

*Evidence*

*Date:*



Observation Summary—*Continued*

Component	Unsatisfactory	Basic	Proficient	Distinguished
<b>1c Setting Instructional Outcomes</b>	Instructional outcomes are unsuitable for students, represent trivial or low-level learning, or are stated only as activities. They do not permit viable methods of assessment.	Instructional outcomes are of moderate rigor and are suitable for some students, but consist of a combination of activities and goals, some of which permit viable methods of assessment. They reflect more than one type of learning, but the teacher makes no attempt at coordination or integration.	Instructional outcomes are stated as goals reflecting high-level learning and curriculum standards. They are suitable for most students in the class, represent different types of learning, and can be assessed. The outcomes reflect opportunities for coordination.	Instructional outcomes are stated as goals that can be assessed, reflecting rigorous learning and curriculum standards. They represent different types of content, offer opportunities for both coordination and integration, and take account of the needs of individual students.

*Evidence*  
*Date:*

Component	Unsatisfactory	Basic	Proficient	Distinguished
<b>1d Demonstrating Knowledge of Resources</b>	The teacher demonstrates little or no familiarity with resources to enhance own knowledge, to use in teaching, or for students who need them. The teacher does not seek such knowledge.	The teacher demonstrates some familiarity with resources available through the school or district to enhance own knowledge, to use in teaching, or for students who need them. The teacher does not seek to extend such knowledge.	The teacher is fully aware of the resources available through the school or district to enhance own knowledge, to use in teaching, or for students who need them.	The teacher seeks out resources in and beyond the school or district in professional organizations, on the Internet, and in the community to enhance own knowledge, to use in teaching, and for students who need them.

*Evidence*  
*Date:*

Observation Summary—*Continued*

Component	Unsatisfactory	Basic	Proficient	Distinguished
<b>1e Designing Coherent Instruction</b>	The series of learning experiences is poorly aligned with the instructional outcomes and does not represent a coherent structure. The experiences are suitable for only some students.	The series of learning experiences demonstrates partial alignment with instructional outcomes, some of which are likely to engage students in significant learning. The lesson or unit has a recognizable structure and reflects partial knowledge of students and resources.	The teacher coordinates knowledge of content, students, and resources to design a series of learning experiences aligned to instructional outcomes and suitable to groups of students. The lesson or unit has a clear structure and is likely to engage students in significant learning.	The teacher coordinates knowledge of content, students, and resources to design a series of learning experiences aligned to instructional outcomes, differentiated where appropriate to make them suitable for all students and likely to engage them in significant learning. The lesson or unit's structure is clear and allows for different pathways according to student needs.

*Evidence*  
*Date:*

Component	Unsatisfactory	Basic	Proficient	Distinguished
<b>1f Designing Student Assessments</b>	The teacher's plan for assessing student learning contains no clear criteria or standards, is poorly aligned with the instructional outcomes, or is inappropriate for many students. The results of assessment have minimal impact on the design of future instruction.	The teacher's plan for student assessment is partially aligned with the instructional outcomes, without clear criteria, and inappropriate for at least some students. The teacher intends to use assessment results to plan for future instruction for the class as a whole.	The teacher's plan for student assessment is aligned with the instructional outcomes, uses clear criteria, and is appropriate for the needs of students. The teacher intends to use assessment results to plan for future instruction for groups of students.	The teacher's plan for student assessment is fully aligned with the instructional outcomes, with clear criteria and standards that show evidence of student contribution to their development. Assessment methodologies may have been adapted for individuals, and the teacher intends to use assessment results to plan future instruction for individual students.

*Evidence*  
*Date:*

**Domain 1: Planning and Preparation Rating:** \_\_\_ U \_\_\_ B \_\_\_ P \_\_\_ D

Observation Summary—*Continued*

**Domain 2: The Classroom Environment**

Component	Unsatisfactory	Basic	Proficient	Distinguished
<p><b>2a</b>  <b>Creating an Environment of Respect and Rapport</b></p>	<p>Classroom interactions, both between the teacher and students and among students, are negative, inappropriate, or insensitive to students' cultural backgrounds, and characterized by sarcasm, put-downs, or conflict.</p>	<p>Classroom interactions, both between the teacher and students and among students, are generally appropriate and free from conflict, but may be characterized by occasional displays of insensitivity or lack of responsiveness to cultural or developmental differences among students.</p>	<p>Classroom interactions, both between teacher and students and among students, are polite and respectful, reflecting general warmth and caring, and are appropriate to the cultural and developmental differences among groups of students.</p>	<p>Classroom interactions among the teacher and individual students are highly respectful, reflecting genuine warmth and caring and sensitivity to students' cultures and levels of development. Students themselves ensure high levels of civility among members of the class.</p>

*Evidence*  
*Date:*

Component	Unsatisfactory	Basic	Proficient	Distinguished
<p><b>2b</b>  <b>Establishing a Culture for Learning</b></p>	<p>The classroom environment conveys a negative culture for learning, characterized by low teacher commitment to the subject, low expectations for student achievement, and little or no student pride in work.</p>	<p>The teacher's attempts to create a culture for learning are partially successful, with little teacher commitment to the subject, modest expectations for student achievement, and little student pride in work. Both teacher and students appear to be only "going through the motions."</p>	<p>The classroom culture is characterized by high expectations for most students and genuine commitment to the subject by both teacher and students, with students demonstrating pride in their work.</p>	<p>High levels of student energy and teacher passion for the subject create a culture for learning in which everyone shares a belief in the importance of the subject and all students hold themselves to high standards of performance—for example, by initiating improvements to their work.</p>

*Evidence*  
*Date:*

Observation Summary—Continued

Component	Unsatisfactory	Basic	Proficient	Distinguished
<b>2c Managing Classroom Procedures</b>	Much instructional time is lost because of inefficient classroom routines and procedures for transitions, handling of supplies, and performance of noninstructional duties.	Some instructional time is lost because classroom routines and procedures for transitions, handling of supplies, and performance of noninstructional duties are only partially effective.	Little instructional time is lost because of classroom routines and procedures for transitions, handling of supplies, and performance of noninstructional duties, which occur smoothly.	Students contribute to the seamless operation of classroom routines and procedures for transitions, handling of supplies, and performance of noninstructional duties.

*Evidence*  
*Date:*

Component	Unsatisfactory	Basic	Proficient	Distinguished
<b>2d Managing Student Behavior</b>	There is no evidence that standards of conduct have been established, and little or no teacher monitoring of student behavior. Response to student misbehavior is repressive or disrespectful of student dignity.	It appears that the teacher has made an effort to establish standards of conduct for students. The teacher tries, with uneven results, to monitor student behavior and respond to student misbehavior.	Standards of conduct appear to be clear to students, and the teacher monitors student behavior against those standards. The teacher response to student misbehavior is appropriate and respects the students' dignity.	Standards of conduct are clear, with evidence of student participation in setting them. The teacher's monitoring of student behavior is subtle and preventive, and the teacher's response to student misbehavior is sensitive to individual student needs. Students take an active role in monitoring the standards of behavior.

*Evidence*  
*Date:*

Observation Summary—*Continued*

Component	Unsatisfactory	Basic	Proficient	Distinguished
<p><b>2e</b> <b>Organizing Physical Space</b></p>	<p>The physical environment is unsafe, or some students don't have access to learning. There is poor alignment between the physical arrangement and the lesson activities.</p>	<p>The classroom is safe, and essential learning is accessible to most students; the teacher's use of physical resources, including computer technology, is moderately effective. The teacher may attempt to modify the physical arrangement to suit learning activities, with partial success.</p>	<p>The classroom is safe, and learning is accessible to all students; the teacher ensures that the physical arrangement is appropriate for the learning activities. The teacher makes effective use of physical resources, including computer technology.</p>	<p>The classroom is safe, and the physical environment ensures the learning of all students, including those with special needs. Students contribute to the use or adaptation of the physical environment to advance learning. Technology is used skillfully, as appropriate to the lesson.</p>

<p><i>Evidence</i> <i>Date:</i></p>
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Domain 2: The Classroom Environment Rating \_\_\_ U \_\_\_ B \_\_\_ P \_\_\_ D

Observation Summary—*Continued*

**Domain 3: Instruction**

Component	Unsatisfactory	Basic	Proficient	Distinguished
<b>3a Communicating with Students</b>	Expectations for learning, directions and procedures, and explanations of content are unclear or confusing to students. The teacher's use of language contains errors or is inappropriate for students' cultures or levels of development.	Expectations for learning, directions and procedures, and explanations of content are clarified after initial confusion; the teacher's use of language is correct but may not be completely appropriate for students' cultures or levels of development.	Expectations for learning, directions and procedures, and explanations of content are clear to students. Communications are appropriate for students' cultures and levels of development.	Expectations for learning, directions and procedures, and explanations of content are clear to students. The teacher's oral and written communication is clear and expressive, appropriate to students' cultures and levels of development, and anticipates possible student misconceptions.

*Evidence*  
*Date:*

Component	Unsatisfactory	Basic	Proficient	Distinguished
<b>3b Using Questioning and Discussion Techniques</b>	The teacher's questions are low-level or inappropriate, eliciting limited student participation, and recitation rather than discussion.	Some of the teacher's questions elicit a thoughtful response, but most are low-level, posed in rapid succession. The teacher's attempts to engage all students in the discussion are only partially successful.	Most of the teacher's questions elicit a thoughtful response, and the teacher allows sufficient time for students to answer. All students participate in the discussion, with the teacher stepping aside when appropriate.	Questions reflect high expectations and are culturally and developmentally appropriate. Students formulate many of the high-level questions and ensure that all voices are heard.

*Evidence*  
*Date:*

Observation Summary—*Continued*

Component	Unsatisfactory	Basic	Proficient	Distinguished
<b>3c Engaging Students in Learning</b>	Activities and assignments, materials, and groupings of students are inappropriate for the instructional outcomes or students' cultures or levels of understanding, resulting in little intellectual engagement. The lesson has no structure or is poorly paced.	Activities and assignments, materials, and groupings of students are partially appropriate for the instructional outcomes or students' cultures or levels of understanding, resulting in moderate intellectual engagement. The lesson has a recognizable structure but is not fully maintained.	Activities and assignments, materials, and groupings of students are fully appropriate for the instructional outcomes and students' cultures and levels of understanding. All students are engaged in work of a high level of rigor. The lesson's structure is coherent, with appropriate pace.	Students, throughout the lesson, are highly intellectually engaged in significant learning and make material contributions to the activities, student groupings, and materials. The lesson is adapted as needed to the needs of individuals, and the structure and pacing allow for student reflection and closure.

*Evidence*  
*Date:*

Component	Unsatisfactory	Basic	Proficient	Distinguished
<b>3d Using Assessment in Instruction</b>	Assessment is not used in instruction, either through monitoring of progress by the teacher or students, or feedback to students. Students are not aware of the assessment criteria used to evaluate their work.	Assessment is occasionally used in instruction, through some monitoring of progress of learning by the teacher and/or students. Feedback to students is uneven, and students are aware of only some of the assessment criteria used to evaluate their work.	Assessment is regularly used in instruction, through self-assessment by students, monitoring of progress of learning by the teacher and/or students, and high-quality feedback to students. Students are fully aware of the assessment criteria used to evaluate their work.	Assessment is used in a sophisticated manner in instruction, through student involvement in establishing the assessment criteria, self-assessment by students, monitoring of progress by both students and the teacher, and high-quality feedback to students from a variety of sources.

*Evidence*  
*Date:*

Observation Summary—*Continued*

Component	Unsatisfactory	Basic	Proficient	Distinguished
<b>3e Demonstrating Flexibility and Responsiveness</b>	The teacher adheres to the instruction plan, even when a change would improve the lesson or address students' lack of interest. The teacher brushes aside student questions; when students experience difficulty, the teacher blames the students or their home environment.	The teacher attempts to modify the lesson when needed and to respond to student questions, with moderate success. The teacher accepts responsibility for student success but has only a limited repertoire of strategies to draw upon.	The teacher promotes the successful learning of all students, making adjustments as needed to instruction plans and accommodating student questions, needs, and interests.	The teacher seizes an opportunity to enhance learning, building on a spontaneous event or student interests. The teacher ensures the success of all students, using an extensive repertoire of instructional strategies.
<i>Evidence</i> <i>Date:</i>				

**Domain 3: Instruction Rating** \_\_\_ U \_\_\_ B \_\_\_ P \_\_\_ D

**Domain 4: Professional Responsibilities**

Component	Unsatisfactory	Basic	Proficient	Distinguished
<b>4a Reflecting on Teaching</b>	The teacher does not accurately assess the effectiveness of the lesson and has no ideas about how the lesson could be improved.	The teacher provides a partially accurate and objective description of the lesson but does not cite specific evidence. The teacher makes only general suggestions as to how the lesson might be improved.	The teacher provides an accurate and objective description of the lesson, citing specific evidence. The teacher makes some specific suggestions as to how the lesson might be improved.	The teacher's reflection on the lesson is thoughtful and accurate, citing specific evidence. The teacher draws on an extensive repertoire to suggest alternative strategies and predicts the likely success of each.
<i>Evidence</i>				
<b>4b Maintaining Accurate Records</b>	The teacher's systems for maintaining both instructional and noninstructional records are either nonexistent or in disarray, resulting in errors and confusion.	The teacher's systems for maintaining both instructional and noninstructional records are rudimentary and only partially effective.	The teacher's systems for maintaining both instructional and noninstructional records are accurate, efficient, and effective.	The teacher's systems for maintaining both instructional and noninstructional records are accurate, efficient, and effective, and students contribute to its maintenance.
<i>Evidence:</i>				



Evidence for Domain 4—*Continued*

Component	Unsatisfactory	Basic	Proficient	Distinguished
<b>4c Communicating with Families</b>	The teacher's communication with families about the instructional program or about individual students is sporadic or culturally inappropriate. The teacher makes no attempt to engage families in the instructional program.	The teacher adheres to school procedures for communicating with families and makes modest attempts to engage families in the instructional program. But communications are not always appropriate to the cultures of those families.	The teacher communicates frequently with families and successfully engages them in the instructional program. Information to families about individual students is conveyed in a culturally appropriate manner.	The teacher's communication with families is frequent and sensitive to cultural traditions; students participate in the communication. The teacher successfully engages families in the instructional program, as appropriate.

Evidence:

Component	Unsatisfactory	Basic	Proficient	Distinguished
<b>4d Participating in a Professional Community</b>	The teacher avoids participating in a professional community or in school and district events and projects; relationships with colleagues are negative or self-serving.	The teacher becomes involved in the professional community and in school and district events and projects when specifically asked; relationships with colleagues are cordial.	The teacher participates actively in the professional community and in school and district events and projects, and maintains positive and productive relationships with colleagues.	The teacher makes a substantial contribution to the professional community and to school and district events and projects, and assumes a leadership role among the faculty.

Evidence:

Component	Unsatisfactory	Basic	Proficient	Distinguished
<b>4e Growing and Developing Professionally</b>	The teacher does not participate in professional development activities and makes no effort to share knowledge with colleagues. The teacher is resistant to feedback from supervisors or colleagues.	The teacher participates in professional development activities that are convenient or are required, and makes limited contributions to the profession. The teacher accepts, with some reluctance, feedback from supervisors and colleagues.	The teacher seeks out opportunities for professional development based on an individual assessment of need and actively shares expertise with others. The teacher welcomes feedback from supervisors and colleagues.	The teacher actively pursues professional development opportunities and initiates activities to contribute to the profession. In addition, the teacher seeks feedback from supervisors and colleagues.

Evidence:

Evidence for Domain 4—*Continued*

Component	Unsatisfactory	Basic	Proficient	Distinguished
<p><b>4f</b> <b>Showing Professionalism</b></p>	<p>The teacher has little sense of ethics and professionalism and contributes to practices that are self-serving or harmful to students. The teacher fails to comply with school and district regulations and time lines.</p>	<p>The teacher is honest and well intentioned in serving students and contributing to decisions in the school, but the teacher's attempts to serve students are limited. The teacher complies minimally with school and district regulations, doing just enough to get by.</p>	<p>The teacher displays a high level of ethics and professionalism in dealings with both students and colleagues and complies fully and voluntarily with school and district regulations.</p>	<p>The teacher is proactive and assumes a leadership role in making sure that school practices and procedures ensure that all students, particularly those traditionally underserved, are honored in the school. The teacher displays the highest standards of ethical conduct and takes a leadership role in seeing that colleagues comply with school and district regulations.</p>
<p>Evidence:</p>				

**Summary of Domain 4: Professional Responsibilities**

**Domain 4: Professional Responsibilities Rating:** \_\_\_\_ U \_\_\_\_ B \_\_\_\_ P \_\_\_\_ D

# Annual Evaluation

Teacher \_\_\_\_\_ School \_\_\_\_\_

Grade Level(s) \_\_\_\_\_ Subject(s) \_\_\_\_\_

Evaluator \_\_\_\_\_ Date \_\_\_\_\_

Teacher's Status: \_\_\_\_\_ Probationary Year 1 \_\_\_\_\_ Year 2 \_\_\_\_\_ Year 3 \_\_\_\_\_ Year 4 \_\_\_\_\_  
\_\_\_\_\_ Tenured

## Summary of Performance

Domain 1: Planning and Preparation
Domain 2: The Classroom Environment
Domain 3: Instruction
Domain 4: Professional Responsibilities

Areas for Further Development
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\_\_\_\_\_(Teacher Name) \_\_\_\_\_ Meets or Exceeds \_\_\_\_\_ Needs Improvement to \_\_\_\_\_ Does Not Meet expectations for teaching in the Chelsea School District.

\_\_\_\_\_  
Teacher's Signature\*

\_\_\_\_\_  
Evaluator's Signature

\*Teacher's signature indicates only that the teacher has read this report

# Self-Evaluation of Practice

## Appendix D-3(Amended)

Teacher \_\_\_\_\_ School \_\_\_\_\_

Grade Level(s) \_\_\_\_\_ Subject(s) \_\_\_\_\_ Date \_\_\_\_\_

*Directions:* Consider your teaching practice and determine, for each component of the framework for teaching, the level of performance that best reflects your own assessment. Circle or highlight the appropriate words, and then transfer your judgments to the last page of this form. This will provide you with a summary of your current level of practice. The final page may be combined with materials from other teachers in your school to determine the patterns of need across the school.

### Domain 1: Planning and Preparation

Component	Unsatisfactory	Basic	Proficient	Distinguished
<b>emonstrating nowledge of Content d Pedagogy</b>	The teacher's plans and practice display little knowledge of the content, prerequisite relationships between different aspects of the content, or the instructional practices specific to that discipline.	The teacher's plans and practice reflect some awareness of the important concepts in the discipline, prerequisite relationships between them, and the instructional practices specific to that discipline.	The teacher's plans and practice reflect solid knowledge of the content, prerequisite relationships between important concepts, and the instructional practices specific to that discipline.	The teacher's plans and practice reflect extensive knowledge of the content and the structure of the discipline. The teacher actively builds on knowledge of prerequisites and misconceptions when describing instruction or seeking causes for student misunderstanding.
<b>emonstrating nowledge of Students</b>	The teacher demonstrates little or no knowledge of students' backgrounds, cultures, skills, language proficiency, interests, and special needs, and does not seek such understanding.	The teacher indicates the importance of understanding students' backgrounds, cultures, skills, language proficiency, interests, and special needs, and attains this knowledge for the class as a whole.	The teacher actively seeks knowledge of students' backgrounds, cultures, skills, language proficiency, interests, and special needs, and attains this knowledge for groups of students.	The teacher actively seeks knowledge of students' backgrounds, cultures, skills, language proficiency, interests, and special needs from a variety of sources, and attains this knowledge for individual students.
<b>ting Instructional tcomes</b>	Instructional outcomes are unsuitable for students, represent trivial or low-level learning, or are stated only as activities. They do not permit viable methods of assessment.	Instructional outcomes are of moderate rigor and are suitable for some students, but consist of a combination of activities and goals, some of which permit viable methods of assessment. They reflect more than one type of learning, but the teacher makes no attempt at coordination or integration.	Instructional outcomes are stated as goals reflecting high-level learning and curriculum standards. They are suitable for most students in the class, represent different types of learning, and can be assessed. The outcomes reflect opportunities for coordination.	Instructional outcomes are stated as goals that can be assessed, reflecting rigorous learning and curriculum standards. They represent different types of content, offer opportunities for both coordination and integration, and take account of the needs of individual students.

Self-Evaluation of Practice—*Continued*

Component	Unsatisfactory	Basic	Proficient	Distinguished
<p><b>1d</b> <b>Demonstrating Knowledge of Resources</b></p>	<p>The teacher demonstrates little or no familiarity with resources to enhance own knowledge, to use in teaching, or for students who need them. The teacher does not seek such knowledge.</p>	<p>The teacher demonstrates some familiarity with resources available through the school or district to enhance own knowledge, to use in teaching, or for students who need them. The teacher does not seek to extend such knowledge.</p>	<p>The teacher is fully aware of the resources available through the school or district to enhance own knowledge, to use in teaching, or for students who need them.</p>	<p>The teacher seeks out resources in and beyond the school or district in professional organizations, on the Internet, and in the community to enhance own knowledge, to use in teaching, and for students who need them.</p>
<p><b>1e</b> <b>Designing Coherent Instruction</b></p>	<p>The series of learning experiences is poorly aligned with the instructional outcomes and does not represent a coherent structure. The experiences are suitable for only some students.</p>	<p>The series of learning experiences demonstrates partial alignment with instructional outcomes, and some of the experiences are likely to engage students in significant learning. The lesson or unit has a recognizable structure and reflects partial knowledge of students and resources.</p>	<p>The teacher coordinates knowledge of content, of students, and of resources to design a series of learning experiences aligned to instructional outcomes and suitable for groups of students. The lesson or unit has a clear structure and is likely to engage students in significant learning.</p>	<p>The teacher coordinates knowledge of content, of students, and of resources, to design a series of learning experiences aligned to instructional outcomes, differentiated where appropriate to make them suitable to all students and likely to engage them in significant learning. The lesson or unit structure is clear and allows for different pathways according to student needs.</p>
<p><b>1f</b> <b>Designing Student Assessments</b></p>	<p>The teacher's plan for assessing student learning contains no clear criteria or standards, is poorly aligned with the instructional outcomes, or is inappropriate for many students. The results of assessment have minimal impact on the design of future instruction.</p>	<p>The teacher's plan for student assessment is partially aligned with the instructional outcomes, without clear criteria, and inappropriate for at least some students. The teacher intends to use assessment results to plan for future instruction for the class as a whole.</p>	<p>The teacher's plan for student assessment is aligned with the instructional outcomes, uses clear criteria, and is appropriate to the needs of students. The teacher intends to use assessment results to plan for future instruction for groups of students.</p>	<p>The teacher's plan for student assessment is fully aligned with the instructional outcomes, with clear criteria and standards that show evidence of student contribution to their development. Assessment methodologies may have been adapted for individuals, and the teacher intends to use assessment results to plan future instruction for individual students.</p>

## Self-Evaluation of Practice—*Continued*

### Domain 2: The Classroom Environment

Component	Unsatisfactory	Basic	Proficient	Distinguished
<b>2a Creating an Environment of Respect and Rapport</b>	Classroom interactions, both between the teacher and students and among students, are negative, inappropriate, or insensitive to students' cultural backgrounds and are characterized by sarcasm, put-downs, or conflict.	Classroom interactions, both between the teacher and students and among students, are generally appropriate and free from conflict, but may be characterized by occasional displays of insensitivity or lack of responsiveness to cultural or developmental differences among students.	Classroom interactions between the teacher and students and among students are polite and respectful, reflecting general warmth and caring, and are appropriate to the cultural and developmental differences among groups of students.	Classroom interactions between the teacher and individual students are highly respectful, reflecting genuine warmth and caring and sensitivity to students' cultures and levels of development. Students themselves ensure high levels of civility among members of the class.
<b>2b Establishing a Culture for Learning</b>	The classroom environment conveys a negative culture for learning, characterized by low teacher commitment to the subject, low expectations for student achievement, and little or no student pride in work.	The teacher's attempt to create a culture for learning is partially successful, with little teacher commitment to the subject, modest expectations for student achievement, and little student pride in work. Both the teacher and students appear to be only "going through the motions."	The classroom culture is characterized by high expectations for most students and genuine commitment to the subject by both teacher and students, with students demonstrating pride in their work.	High levels of student energy and teacher passion for the subject create a culture for learning in which everyone shares a belief in the importance of the subject and all students hold themselves to high standards of performance—for example, by initiating improvements to their work.
<b>2c Managing Classroom Procedures</b>	Much instructional time is lost because of inefficient classroom routines and procedures for transitions, handling of supplies, and performance of noninstructional duties.	Some instructional time is lost because classroom routines and procedures for transitions, handling of supplies, and performance of noninstructional duties are only partially effective.	Little instructional time is lost because of classroom routines and procedures for transitions, handling of supplies, and performance of noninstructional duties, which occur smoothly.	Students contribute to the seamless operation of classroom routines and procedures for transitions, handling of supplies, and performance of noninstructional duties.
<b>2d Managing Student Behavior</b>	There is no evidence that standards of conduct have been established and little or no teacher monitoring of student behavior. Response to student misbehavior is repressive or disrespectful of student dignity.	It appears that the teacher has made an effort to establish standards of conduct for students. The teacher tries, with uneven results, to monitor student behavior and respond to student misbehavior.	Standards of conduct appear to be clear to students, and the teacher monitors student behavior against those standards. The teacher's response to student misbehavior is appropriate and respects the students' dignity.	Standards of conduct are clear, with evidence of student participation in setting them. The teacher's monitoring of student behavior is subtle and preventive, and the teacher's response to student misbehavior is sensitive to individual student needs. Students take an active role in monitoring the standards of behavior.

## Self-Evaluation of Practice—*Continued*

Component	Unsatisfactory	Basic	Proficient	Distinguished
<b>2e Organizing Physical Space</b>	The physical environment is unsafe, or some students don't have access to learning. Alignment between the physical arrangement and the lesson activities is poor.	The classroom is safe, and essential learning is accessible to most students; the teacher's use of physical resources, including computer technology, is moderately effective. The teacher may attempt to modify the physical arrangement to suit learning activities, with partial success.	The classroom is safe, and learning is accessible to all students; the teacher ensures that the physical arrangement is appropriate to the learning activities. The teacher makes effective use of physical resources, including computer technology.	The classroom is safe, and the physical environment ensures the learning of all students, including those with special needs. Students contribute to the use or adaptation of the physical environment to advance learning. Technology is used skillfully, as appropriate to the lesson.

### Domain 3: Instruction

Component	Unsatisfactory	Basic	Proficient	Distinguished
<b>3a Communicating with Students</b>	Expectations for learning, directions and procedures, and explanations of content are unclear or confusing to students. The teacher's use of language contains errors or is inappropriate for students' cultures or levels of development.	Expectations for learning, directions and procedures, and explanations of content are clarified after initial confusion; the teacher's use of language is correct but may not be completely appropriate for students' cultures or levels of development.	Expectations for learning, directions and procedures, and explanations of content are clear to students. Communications are appropriate for students' cultures and levels of development.	Expectations for learning, directions and procedures, and explanations of content are clear to students. The teacher's oral and written communication is clear and expressive, appropriate for students' cultures and levels of development, and anticipates possible student misconceptions.
<b>3b Using Questioning and Discussion Techniques</b>	The teacher's questions are low-level or inappropriate, eliciting limited student participation and recitation rather than discussion.	Some of the teacher's questions elicit a thoughtful response, but most are low-level, posed in rapid succession. The teacher's attempts to engage all students in the discussion are only partially successful.	Most of the teacher's questions elicit a thoughtful response, and the teacher allows sufficient time for students to answer. All students participate in the discussion, with the teacher stepping aside when appropriate.	Questions reflect high expectations and are culturally and developmentally appropriate. Students formulate many of the high-level questions and ensure that all voices are heard.

## Self-Evaluation of Practice—Continued

Component	Unsatisfactory	Basic	Proficient	Distinguished
<b>3c Engaging Students in Learning</b>	<p>Activities and assignments, materials, and groupings of students are inappropriate for the instructional outcomes or students' cultures or levels of understanding, resulting in little intellectual engagement. The lesson has no structure or is poorly paced.</p>	<p>Activities and assignments, materials, and groupings of students are partially appropriate to the instructional outcomes or students' cultures or levels of understanding, resulting in moderate intellectual engagement. The lesson has a recognizable structure, but that structure is not fully maintained.</p>	<p>Activities and assignments, materials, and groupings of students are fully appropriate for the instructional outcomes and students' cultures and levels of understanding. All students are engaged in work of a high level of rigor. The lesson's structure is coherent, with appropriate pace.</p>	<p>Students, throughout the lesson, are highly intellectually engaged in significant learning, and make material contributions to the activities, student groupings, and materials. The lesson is adapted as necessary to the needs of individuals, and the structure and pacing allow for student reflection and closure.</p>
<b>3d Using Assessment in Instruction</b>	<p>Assessment is not used in instruction, either through monitoring of progress by the teacher or students, or through feedback to students. Students are unaware of the assessment criteria used to evaluate their work.</p>	<p>Assessment is occasionally used in instruction, through some monitoring of progress of learning by the teacher and/or students. Feedback to students is uneven, and students are aware of only some of the assessment criteria used to evaluate their work.</p>	<p>Assessment is regularly used in instruction, through self-assessment by students, monitoring of progress of learning by the teacher and/or students, and high-quality feedback to students. Students are fully aware of the assessment criteria used to evaluate their work.</p>	<p>Assessment is used in a sophisticated manner in instruction, through student involvement in establishing the assessment criteria, self-assessment by students, monitoring of progress by both students and teacher, and high-quality feedback to students from a variety of sources.</p>
<b>3e Demonstrating Flexibility and Responsiveness</b>	<p>The teacher adheres to the instruction plan, even when a change would improve the lesson or address students' lack of interest. The teacher brushes aside student questions; when students experience difficulty, the teacher blames the students or their home environment.</p>	<p>The teacher attempts to modify the lesson when needed and to respond to student questions, with moderate success. The teacher accepts responsibility for student success, but has only a limited repertoire of strategies to draw upon.</p>	<p>The teacher promotes the successful learning of all students, making adjustments as needed to instruction plans and accommodating student questions, needs, and interests.</p>	<p>The teacher seizes an opportunity to enhance learning, building on a spontaneous event or student interests. The teacher ensures the success of all students, using an extensive repertoire of instructional strategies.</p>



## Self-Evaluation of Practice—*Continued*

### Domain 4: Professional Responsibilities

Component	Unsatisfactory	Basic	Proficient	Distinguished
<b>4a Reflecting on Teaching</b>	The teacher does not accurately assess the effectiveness of the lesson and has no ideas about how the lesson could be improved.	The teacher provides a partially accurate and objective description of the lesson but does not cite specific evidence. The teacher makes only general suggestions as to how the lesson might be improved.	The teacher provides an accurate and objective description of the lesson, citing specific evidence. The teacher makes some specific suggestions as to how the lesson might be improved.	The teacher's reflection on the lesson is thoughtful and accurate, citing specific evidence. The teacher draws on an extensive repertoire to suggest alternative strategies and predicts the likely success of each.
<b>4b Maintaining Accurate Records</b>	The teacher's systems for maintaining both instructional and noninstructional records are either nonexistent or in disarray, resulting in errors and confusion.	The teacher's systems for maintaining both instructional and noninstructional records are rudimentary and only partially.	The teacher's systems for maintaining both instructional and noninstructional records are accurate, efficient, and effective.	The teacher's systems for maintaining both instructional and noninstructional records are accurate, efficient, and effective, and students contribute to its maintenance.
<b>4c Communicating with Families</b>	The teacher's communication with families about the instructional program or about individual students is sporadic or culturally inappropriate. The teacher makes no attempt to engage families in the instructional program.	The teacher adheres to school procedures for communicating with families and makes modest attempts to engage families in the instructional program. But communications are not always appropriate to the cultures of those families.	The teacher communicates frequently with families and successfully engages them in the instructional program. Information to families about individual students is conveyed in a culturally appropriate manner.	The teacher's communication with families is frequent and sensitive to cultural traditions; students participate in the communication. The teacher successfully engages families in the instructional program, as appropriate.
<b>4d Participating in a Professional Community</b>	The teacher avoids participating in a professional community or in school and district events and projects; relationships with colleagues are negative or self-serving.	The teacher becomes involved in the professional community and in school and district events and projects when specifically asked; relationships with colleagues are cordial.	The teacher participates actively in the professional community and in school and district events and projects, and maintains positive and productive relationships with colleagues.	The teacher makes a substantial contribution to the professional community and to school and district events and projects, and assumes a leadership role among the faculty.

Self-Evaluation of Practice—*Continued*

Component	Unsatisfactory	Basic	Proficient	Distinguished
<p><b>4e</b>  <b>Growing and Developing Professionally</b></p>	<p>The teacher does not participate in professional development activities and makes no effort to share knowledge with colleagues. The teacher is resistant to feedback from supervisors or colleagues.</p>	<p>The teacher participates in professional development activities that are convenient or are required, and makes limited contributions to the profession. The teacher accepts, with some reluctance, feedback from supervisors and colleagues.</p>	<p>The teacher seeks out opportunities for professional development based on an individual assessment of need and actively shares expertise with others. The teacher welcomes feedback from supervisors and colleagues.</p>	<p>The teacher actively pursues professional development opportunities and initiates activities to contribute to the profession. In addition, the teacher seeks feedback from supervisors and colleagues.</p>
<p><b>4f</b>  <b>Showing Professionalism</b></p>	<p>The teacher has little sense of ethics and professionalism and contributes to practices that are self-serving or harmful to students. The teacher fails to comply with school and district regulations and time lines.</p>	<p>The teacher is honest and well intentioned in serving students and contributing to decisions in the school, but the teacher's attempts to serve students are limited. The teacher complies minimally with school and district regulations, doing just enough to get by.</p>	<p>The teacher displays a high level of ethics and professionalism in dealings with both students and colleagues and complies fully and voluntarily with school and district regulations.</p>	<p>The teacher is proactive and assumes a leadership role in making sure that school practices and procedures ensure that all students, particularly those traditionally underserved, are honored in the school. The teacher displays the highest standards of ethical conduct and takes a leadership role in seeing that colleagues comply with school and district regulations.</p>

# Informal Classroom Observations

Teacher \_\_\_\_\_ School \_\_\_\_\_

Grade Level(s) \_\_\_\_\_ Subject(s) \_\_\_\_\_ Observer \_\_\_\_\_

Date	Topic, Concept, Setting

# Self-Evaluation of Practice—Continued

Teacher \_\_\_\_\_ School \_\_\_\_\_

Grade Level(s) \_\_\_\_\_ Subject(s) \_\_\_\_\_ Date \_\_\_\_\_

**U = Unsatisfactory B = Basic P = Proficient D = Distinguished**

<b>Domain 1: Planning and Preparation</b>	<b>U</b>	<b>B</b>	<b>P</b>	<b>D</b>
1a: Demonstrating Knowledge of Content and Pedagogy				
1b: Demonstrating Knowledge of Students				
1c: Setting Instructional Outcomes				
1d: Demonstrating Knowledge of Resources				
1e: Designing Coherent Instruction				
1f: Designing Student Assessments				
<b>Domain 2: Classroom Environment</b>	<b>U</b>	<b>B</b>	<b>P</b>	<b>D</b>
2a: Creating an Environment of Respect and Rapport				
2b: Establishing a Culture for Learning				

Self-Evaluation of Practice—Continued

2c: Managing Classroom Procedures				
2d: Managing Student Behavior				
2e: Organizing Physical Space				
<b>Domain 3: Instruction</b>	U	B	P	D
3a: Communicating with Students				
3b: Using Questioning and Discussion Techniques				
3c: Engaging Students in Learning				
3d: Using Assessment in Instruction				
3e: Demonstrating Flexibility and Responsiveness				
<b>Domain 4: Professional Responsibilities</b>	U	B	P	D
4a: Reflecting on Teaching				
4b: Maintaining Accurate Records				

### Self-Evaluation of Practice—*Continued*

4c: Communicating with Families				
4d: Participating in a Professional Community				
4e: Growing and Developing Professionally				
4f: Showing Professionalism				

### Summary of Performance

Domain 1: Planning and Preparation
Domain 2: The Classroom Environment
Domain 3: Instruction
Domain 4: Professional Responsibilities

Areas for Further Development
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\_\_\_\_\_(Teacher Name)\_\_\_\_\_ Meets or Exceeds \_\_\_\_\_ Needs Improvement to \_\_\_\_\_ Does Not Meet expectations for teaching in the Chelsea School District.

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Teacher's Signature

Date

Administrator Comments:

---

Administrator's Signature

Date

**Appendix D-4**

**CHELSEA SCHOOL DISTRICT  
Individual Development Plan  
(Amended)**

Administrator Supervising Plan: \_\_\_\_\_  
*Please print or type*

Teacher Following IDP: \_\_\_\_\_  
*Please print or type*

Date of IDP Initial Meeting: \_\_\_\_\_

Date of Last Evaluation by Administration: \_\_\_\_\_

**Development Plan**

For all evaluation items noted “needs improvement” or “unsatisfactory” on evaluation(s) dated \_\_\_\_\_ . Goals should be stated as measurable, behavioral objectives. Expectations and Support need to state specific actions and expected outcomes.

**Goal One:** \_\_\_\_\_  
\_\_\_\_\_

Administrator/Teacher Plan:

Number and approximate dates of follow up progress checks:

Administrative Support:



**Goal Two:** \_\_\_\_\_  
\_\_\_\_\_

Administrator/Teacher Plan:

Number and approximate dates of follow up progress checks:

Administrative Support:

The signatures below acknowledge receipt and general understanding of the above Goals, Expectations, and Support.

\_\_\_\_\_  
*Signature of Teacher Receiving IDP*

\_\_\_\_\_  
*Date*

Completed IDP Progress and Evaluation Forms will be attached at the end of the school year.

*Personnel File*

Based upon requirements of MCL 380.1526 and Teacher Tenure Act 38.83A, 38.92

**CHELSEA SCHOOL DISTRICT  
Individual Development Plan  
Progress and Evaluation Form**

Teacher \_\_\_\_\_  
*Please print/type*

Administrator \_\_\_\_\_  
*Please print/type*

Others Present \_\_\_\_\_  
*Please print/type*

Date and Location of Meeting \_\_\_\_\_

**Administrator's Summary of Meeting:**

**Teacher's Response (Optional):**

*Personnel File*

\_\_\_\_\_  
*Teacher's Signature*

APPENDIX E  
**(Amended)**  
 EXTRA-DUTY COMPENSATION AGREEMENT

All work, under Article XVII, Section 2 A, B, and C extra-duty compensation, is voluntary and can be terminated by either party at any time. If work is terminated, payment for services rendered will be paid. Extra-duty pay will be paid when work is certified, completed and processed by the Business Office.

In order to receive extra-duty compensation, a teacher must sign a completed form. Work is not to be performed prior to a signed agreement. If work is performed prior to approval by both parties, it may not be compensated.

Name of Teacher \_\_\_\_\_

Services Described:

Account Number to be Charged: \_\_\_\_\_

Number of Hours Approved \_\_\_\_\_

**Rate of Pay**

- A. Professional Development (PD), Art. XVII, Sec. 2 A     (\$13.00/hour)
- B. Professional Extra-Duty (PED), Art. XVII, Sec. 2 B     (\$28.00/hour)
- C. Extended-Year Pay, (EYP), Art. XVII, Sec. 2 C     (per diem)

\_\_\_\_\_  
Teacher

\_\_\_\_\_  
Supervising Administrator

\_\_\_\_\_  
Superintendent or Designee

-----  
 I certify that \_\_\_\_ hours have been completed on the following dates/times.

_____ Date	_____ Time	_____ Date	_____ Time
---------------	---------------	---------------	---------------

_____ Date	_____ Time	_____ Date	_____ Time
---------------	---------------	---------------	---------------

_____ Teacher	_____ Date
------------------	---------------

_____ Administrator	_____ Date
------------------------	---------------

APPENDIX F

**B2, B3, B4 RECOMMENDATION FORM**

**This form is to be completed and submitted to the CEA negotiations chair and the Superintendent of Schools. Recommendations are for addition or deletion of position(s) or duties on B2, B3, or B4 schedules.**

**The Board or its designee is responsible for approving all positions or duties. Compensation must be negotiated between the Board and CEA. (See Article XVIII, Sec. 2 for procedures.)**

Title of Position \_\_\_\_\_

- New Position (Complete Section I.)
- Duty Changes (Complete Section II.)

---

**I. POSITION RECOMMENDATION**

- A. 1. How much duty time will be beyond the regular teaching day?  
\_\_\_\_\_ hours \_\_\_\_\_ days or \_\_\_\_\_ other: Explain.
- 2. Description of work:
- 3. Any school day duties? \_\_\_\_\_ Yes; \_\_\_\_\_ No If yes, describe.
  
- B. What will be the average number of students per advisor/coach/teacher? \_\_\_\_\_
- C. Total program budget: \_\_\_\_\_ (Do not include salary for this position.)
- D. Approximate preparation time: \_\_\_\_\_ hours; or \_\_\_\_\_ days; or \_\_\_\_\_ other (Explain.)
- E. How much equipment or other material will be managed by the teacher?
- F. Are there any qualifications required or desired for this position?  
\_\_\_\_\_ Yes; \_\_\_\_\_ No If yes, what?
- G. What is the length of season?
- H. What is the number of events required of this position?
- I. Will there be any travel requirements? If yes, how much travel?

- J. Will this position require supervision of adults? If yes, explain number of adults and type of supervision.
- K. Is this position similar to any other position on the B2, B3, or B4 schedules now? If yes, what position(s)?

**II. DUTY CHANGE RECOMMENDATION**

- A. List "additions" to duties being recommended:
  
- B. List "deletions" to duties being recommended;
  
- C. What will be the approximate increase or *decrease* in duty time for the changes proposed?  
 Increased hours \_\_\_\_\_ or days \_\_\_\_\_ or other \_\_\_\_\_ (Explain.)  
 Decreased hours \_\_\_\_\_ or days \_\_\_\_\_ or other \_\_\_\_\_ (Explain.)
- D. What percent of total duties of present job description do you think this change represents?  
 \_\_\_\_\_ % increase or \_\_\_\_\_ % decrease

**\*\*Please attach any information to this recommendation you wish to have considered. \*\***

**I understand that this recommendation may or may not be considered for negotiations based on the approval of the Board and CEA as outlined in Article XVII (Sec. 2) of this agreement.**

Name \_\_\_\_\_ Date \_\_\_\_\_

+++++  
**For office use only**

**Date received by:**

**CEA Chair** \_\_\_\_\_

**Superintendent** \_\_\_\_\_

Revised: 11/13/06

**APPENDIX G**

**ASSIGNMENT/TRANSFER REQUEST  
(ARTICLE VI)**

Requests may be for internal postings or future openings.

1. Name of Teacher \_\_\_\_\_
2. Present Assignment \_\_\_\_\_
3. Present Building \_\_\_\_\_
4. Length of Service in Present Assignment \_\_\_\_\_
5. Length of Service to Chelsea School District \_\_\_\_\_
6. List the assignments desired (i.e., 3<sup>rd</sup>, 4<sup>th</sup>, 5<sup>th</sup> grade, any lower elementary grade, middle school, English, math, science, high school, or any combination).  
\_\_\_\_\_  
\_\_\_\_\_
7. Provide any additional information you would like to have considered.  
\_\_\_\_\_  
\_\_\_\_\_

cc: Assistant Superintendent  
President of CEA  
Building Principal

Revised: 11/13/06

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