

#### LEVEL IV

If the decision of the Board does not result in a satisfactory settlement, the grievance may be submitted to arbitration by a written notice given to the Board by the Association's designee within fifteen (15) school days after receipt of the written decision from the Board.

An impartial arbitrator may be selected by the parties to decide the matter. If they cannot agree as to the arbitrator, he/she shall be selected by the American Arbitration Association in accordance with its rules which shall likewise govern the arbitration proceedings. The power of the arbitrator shall be limited to the interpretation or application of the expressed terms of this Agreement, and he/she shall have no power to alter, add to, or subtract from the terms of this Agreement. The parties shall not be permitted to assert, in such arbitration proceeding, any ground or to rely on any evidence not previously disclosed. The decision of the arbitrator shall be binding on both parties. The fees and expenses of the arbitrator shall be shared equally by the Board and the Association.

Section 15.2 - Every grievance shall be processed within the time limits provided herein, unless extended by mutual written agreement.

Section 15.3 - If a teacher is found to have been discharged without just cause, he/she shall be reinstated on such terms as the parties may agree or as the arbitrator shall order.

Section 15.4 - Either party may have representation at any step of the grievance procedure.

Section 15.5 - In the event a grievance is filed after May 1st of any year and strict adherence to the time limits may result in hardship of any party, the Superintendent shall use his/her best efforts to process such grievance prior to the end of the school term or as soon thereafter as possible. If the grievance is processed to arbitration, the Association may submit the grievance to expedited arbitration under the rules of the American Arbitration Association.

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ARTICLE XVI Miscellaneous Provisions

Section 16.1 - This Agreement shall supersede any rules, regulations, or practices of the Board which shall be contrary to or inconsistent with its terms. It shall likewise supersede any contrary or inconsistent terms contained in any individual teacher contracts which shall be made expressly subject to the terms of this Agreement. The provisions of this Agreement shall be incorporated into and be considered part of the established policies of the Board.

Section 16.2 - Copies of this Agreement shall be printed at the expense of the Board and presented to all teachers now employed or hereafter employed by the Board.

Section 16.3 If any provision of this Agreement or any application of the Agreement to any employee or group of employees shall be found contrary to law, then such provision or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or application shall continue in full force effect.

Section 16.4 - The Association agrees that it or its representatives or teacher(s) shall not authorize, engage in or ratify a strike within the Sparta Area Public Schools during the life of this Agreement. A strike means the concerted failure to for duty, the willful absence from one's position, the stoppage of work, or the " " " " of the rights of employment, the concerted failure to report for duty, or any other act of insubordination, or a abstinance, in whole or in part, from the full, faithful, and proper performance of the duties of employment, for the purpose of inducing, influencing, or coercing a change in the conditions or compensation, or the rights, privileges, or obligations of employment as expressed in this Agreement.

Any violation of the above definition shall mean that the Association or its representatives may be held liable for such financial damages and financial costs suffered by the Sparta Area Schools and awarded by the court of competent jurisdiction.

This article shall not be construed to limit, impair or affect the right of any teacher to the expression or communication of a view, grievance, complaint, or opinion on any matter related to the conditions or compensation of employment, so long as the activity is not designed to and does not interfere with the faithful duties of employment. Any individual teacher who violates the above covenant may be disciplined by the Board. Such discipline shall be applied equally to all teachers involved in the violation.

Section 16.5 - A copy of current Board policies including any updates or revisions shall be placed in each classroom. Revisions will

Section 16.5 - A copy of current board policies will be placed in each classroom and given to the Sparta Education Association President as they become effective. Revisions will be updated as they take place.

ARTICLE XVII Duration of Agreement

be effective as of July 1, 2011, and shall continue in effect until June 30,

Section 17.1 - This agreement shall

understood that it shall expire on the

agreement shall not be extended orally and it is expressly date indicated.

## **APPENDIX I**

### **2011-2012 & 2012-2013**

Salary schedule remains Without increase f01'2011-2012 & 2012-2013.

Modified Steps for éach year:

Steps 1-13 ' % step Steps 14~25- full step Longevity Teachers with 26 or more years of credited experience will receive \$400.00 in addition to their salaly schedule placement.

Movement on the “Lanes” will be recognized for credential enhancement.

**34**

13

15

19

**20**

**22**

**25**

**1.025**

1.05

**1.075**

**1.1**

1.125

1.15

J.-1'75

1.2

**1.225**

**1.25**

**1.275**

**1.3**

**1.325**

**1.35**

**1.375**

**1.4**

**1.425**

**1.45**

**1.475**

**1.5**

**1.525**

**1.55**

**1.55**

**1.58**

**1.59**

**1.51**

**1.615**

1.63

1.54

1.55 1.66

1.57

**1.675**

**1.68**

**1.685**

**1.69**

**1.555**

1.7

1.705

1.715

1.72

**1.725 -**

1.73

1-735

1.74

1.745

1.76

**APPENDIX 2**

**SPARTA AREA SCHOOL SYSTEM**

**PERFORMANCE-BASED I**

**COVER PAGE**

Social Worker

Psychologist

Counselor

Teacher: School Year:

Status: Tenure Probationary Yr. 1 Yr. 2 3 Yr. 4

Building: Position:

Pre-observation Conference Date(s):

Observation Date(s):

Post-observation Conference Date:

Professional Development Plan

Date:

Final Summative Evaluation Date:

*on Tool*

*SP*

Name: Date: Administrator: Building: I. Instructional Process Expectations:

The teacher demonstrates: Met Not Met

Classroom Management & Organization 1. Prepares and organizes material, lessons, and units.

2. Maximizes instructional time.

3. Constructively manages student behavior.

Presentation of Subject Matter

4. Demonstrates knowledge of subject matter/curriculum. 5. Demonstrates effective communication.

Instructional Strategies

6. Provides student opportunities to participate successfully.

7. Provides instruction feedback/evaluates student progress.

Learning Environment 8. Demonstrates strategies to motivate students. 9. Maintains supportive climate conducive to learning.

II. Constructive Interpersonal Relationships

10. Educational Staff 11. Parents/Community Members

*III. Professional Development Responsibilities*

*12. Understands and follows school/district guidelines, policies, and practices 13. Demonstrates a commitment toward the school improvement process.*

*14. Demonstrates a commitment toward growth in the profession of education. 15. Demonstrates a good faith effort to complete the professional development plan.*

Comment page attached. Comment page not attached.

Teacher's signature and date

Administrator's signature and date



Teacher: 7 Building:

Administrators: School Year:

Please check off the appropriate category and forward this form to the administration office in care of the superintendent. Route: Employee personnel file.

Satisfactory

Satisfactory with Plan for Improvement

Not Satisfactory with Plan for Improvement

Not Recommended for Reemployment

Teacher's comments:

Administrators' comments:

Teacher's signature and date Administrator's signature and date

\*Signatures imply the content of the document has been reviewed and discussed.

Explanatory comments are required for any ratings not meeting expected performance.

# V APPENDIX 3

## 201%-12 istrict Calendar

V: BS1 AND 1/1 PROFESSIONAL DEVELOPMENT/DISTRICT OPENING (1/2 BS1 OPTIONAL) AUGUST 29 M

CURRICULUM DEVELOPMENT DAY (1/2 BS1 OPTIONAL) so T PROFESSIONAL DEVELOPMENT (FULL DAY) (1/11331 optional) AUGUST 31 W CURRICULUM DEVELOPMENT DAY (V1 BS-I OPTIONAL) 1 TH FIRST DAY OF SEPTEMBER 6 T

% DSI AND 1/1 CURRICULUM DEVELOPMENT (NO SCHOOL FOR 26 M

% DSI COMMITTEE (NO SCHOOL FOR STUDENTS) NOVEMBER 23 W

THANKSGIVING RECESS (NO NOVEMBER 24-25 TH, F LAST DAY OF SCHOOL FOR 16 F

CHRISTMAS VACATION (NO SCHOOL) DECEMBER 19-30

CURRICULUM DEVELOPMENT/BSI DAY (NO SCHOOL FOR 21 F 1/1 DSI COMMITTEE (NO SCHOOL FOR STUDENTS) MARCH 29 TH

30 F

SPRING BREAK SCHOOL) APRIL CURRICULUM DEVELOPMENT/BS1 DAY (NO school, FOR 1 s P

LAST DAY OF JUNE 7 TH

\*Teachers must report to complete checkout on June 8<sup>th</sup>.

Teacher days 184

Student days 173

1.5 days for DSI Committee A

1.5 days for Professional Development & District Opening 2 days for Building School Improvement 2 days for Parent/Teacher Conferences 1/1 day for Teacher Checkout

3.5 days for Curriculum Development

The above calendar shall be limited by and subject to the provisions of state law governing the make-up of days missed due to emergency closing. Days not required by law for make-up shall not be added to the calendar year. School days which must be made up for State Aid purposes will be scheduled at the end of the school year. Further, any change in State law which negates the make-up of days missed due to emergency closing shall be in immediate effect in regard to the calendar, and days missed shall not be subject to make up.

SCHEDULE A (Percentage of the Base)

Marching Band 6.0

Concert Band 3 .0

Jazz Band 5.0 I

Band Middle School 2.4

Choral High School 6.0

Choral Middle School 1.75

Drama/Musical Director 4.5

DSIT Chairs 3 .1

BSIT Chairs 3.1

Class Sponsors - 11/12 grade 2.3 (2)

Class Sponsors - 9/10 grade 1.9 (2)

National Honor Society 1.75 (2)

National Junior Honor Society 1.1

Student Council High School 2.0

Student Council Middle School 1.0

Science Olympiad 3.1 (2)\*

Middle School Yearbook 1.9

Englishville Yearbook 1.9

Special Olympics - HS 1.9

Special Olympics - MS 1.65

Special Olympics - Elementary 1.4

All positions must be approved by the Board of Education. Activities must take place outside of the regular school hours to be eligible for these stipends. The Board of Education may authorize additional pilot programs by the Letter of Understanding process. Any current staff member in that position that would suffer a financial loss due to changes shall be grandfathered in at their previous amount for as long as they continue in that position.

\*1‘ one position at high school, and one position at middle school