

ARTICLE I

INTRODUCTION

- A. The parties agree that mutual accord in the employment relationship between the Board and members of its teaching staff is necessary in order to carry out a responsibility with which they are mutually charged, that of providing a high quality instructional program for the children of the South Haven Public Schools.

- B. To foster such mutual accord, the Board of Education for South Haven Public Schools, hereinafter called the "Board", and the VBCEA/SHEA (MEA-NEA), hereinafter called the "Association," have reached agreement on wages, hours, terms and conditions of employment and desire to execute this contract covering such agreements.

ARTICLE II

RECOGNITION

- A. The Board hereby recognizes the VBCEA/SHEA (MEA-NEA) as the exclusive bargaining representative, as defined in Section II of Act 379, PA of 1965, for all certified and non-certified teaching personnel as approved by the State Department of Education under contract in Pre-Kindergarten to 12th Grade, including migrant teachers and those shared time teachers and Adult Education teachers who work at least fifteen (15) hours per week, but excluding substitutes who have not served sixty (60) days assigned to one specific teaching position; community and recreation education teachers; migrant education coordinator; consortium employees; supervisory and executive personnel; office, clerical, maintenance and operating employees.
 - 1. The term "teacher" when used hereinafter in this Agreement shall refer to all employees represented by the name of the employee organization in the bargaining or negotiating unit as above defined.
 - 2. The term "Board" shall include its officers and agents.
 - 3. If a teacher is employed as a substitute with an assignment to one specific teaching position, then after sixty (60) days of service in that assignment, the teacher shall be granted for the duration of that assignment all privileges granted to bargaining unit members.

- B. The Board agrees not to negotiate with any organization other than that designated as the representative pursuant to Act 379, PA of 1965, for the duration of this Agreement.

ARTICLE III

BOARD OF EDUCATION RIGHTS

- A. The Board, in its own behalf and on behalf of the electors of the district, hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of Michigan, and of the United States, including, but without limiting the generality of the foregoing, the right:
1. To the executive management and administrative control of the school system and its properties and facilities, and the activities of its employees;
 2. To hire all employees and subject to the provisions of law, to determine their qualifications, and the conditions for their continued employment, or their dismissal or demotion; and to promote, and transfer all such employees;
 3. To establish grades and courses of instruction, including special programs, and to provide for athletic, recreational and social events for students, all as deemed necessary or advisable by the Board;
 4. To decide upon the means and methods of instruction, the selection of textbooks and other teaching materials, and the use of teaching aids of every kind and nature;
 5. To determine class schedules, the hours of instruction, and the duties, responsibilities, and assignments of teachers and other employees with respect thereto, and non-teaching activities, and the terms and conditions of employment.
- B. The exercise of the foregoing powers, right, authority, duties and responsibilities by the Board, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this Agreement and then only to the extent such specific and express terms hereof are in conformance with the Constitution and the laws of the United States.
- C. Nothing contained herein shall be considered to deny or restrict the Board of its rights, responsibilities, and authority under the Michigan General School Laws or any other national, state, county, district, or local laws or regulations as they pertain to education.

ARTICLE IV

TEACHER RIGHTS

- A. In accordance with the laws of the State of Michigan, the Board of Education agrees that employees of the Board shall have the right to freely organize, join and support the Association for the purpose of engaging in collective bargaining or negotiations with respect to wages, hours and terms or conditions of employment. No person shall be discriminated against for participating in/or having participated in the negotiating process.

- B. The Association and its members shall have the right to use school building facilities during reasonable hours for meetings, provided that such meetings shall not interfere with other regularly scheduled activities, provided, however, that the Superintendent or his representative approve the room or rooms to be used for such meetings. The Association agrees to reimburse the Board of Education for extra maintenance or service costs incurred by such meetings.
- C. No teacher shall be prevented from wearing insignia, pins or other identification of membership in the Association either on or off the school premises. However, teachers may not post, adhere, or in any way display local union or affiliate literature, emblems or insignia at their teaching stations. Bulletin boards in teacher lounges shall be made available to the Association. Material to be posted may include, but not limited to, the posting of notices of meetings and the posting of informational material from local, state, or national associations. Inter-school mail, Duplicating machines and supplies shall be available to the Association for a mutually established fee.
- D. Neither the Board nor the Association shall discriminate against teachers who are not members of the Association.
- E. The Board, after securing the information, agrees to furnish to the Association in response to reasonable requests from time to time all pertinent information concerning the financial resources of the district, budgetary requirements and allocations, together with information that may be necessary for the Association to negotiate with the Board with respect to wages, hours, and other terms or conditions of employment or to process a grievance. This information will be provided to officers of the Association or to individuals authorized by the President of the Association to secure such information. The Association shall outline in writing, the specific information desired. Original records, if necessary to be checked, are to be examined at the office of the Superintendent. The Association agrees to reimburse the Board of any extra expense involved in furnishing information or making records available. Such extra expense is defined as the necessity of hiring extra personnel or required overtime hours of employment by present personnel. The Association shall be given an estimate of the cost of such expense in advance.
- F. The Board and its representatives will keep the Association informed regarding the financial conditions of the District as outlined in Article IV, Section E. The Board and its representatives will also endeavor to consult, but shall not be required to negotiate, with the Association prior to official Board action on increased millage proposals, major changes of educational policy, and major changes in working conditions.
- G. The Board shall provide a printed copy of the Collective Bargaining Agreement to each bargaining unit member within thirty (30) days after ratification by the parties. New bargaining unit members shall be given a copy of the Agreement within ten (10) days of employment.

ARTICLE V

TEACHING HOURS

- A. The teacher's day in the secondary and elementary schools shall be between the following hours:
- 8:00 A.M. and 4:00 P.M. Elementary
 - 7:30 A.M. and 3:30 P.M. Middle Schools (6-8)
 - 7:00 A.M. and 3:45 P.M. Senior High

Annually the Board shall notify teachers of starting and ending time of teacher workday.

On days preceding holidays or vacations, the teachers' day shall end at the end of the students' day.

Teachers shall work at least the state mandated instructional days and instructional hours. The Board may schedule such time as necessary to satisfy state mandates. Teachers shall not be eligible for additional compensation for such time provided that it is within the 36.25 hours as set forth below.

- B. However, nothing shall be construed by the provision in Article V, Section A above to prevent a teacher from accepting an assignment that is other than the hours specified. This section is included as a means of providing scheduling flexibility, (*i.e.* a teacher may work eight (8) hours a day two days a week, and 6.75 hours per day three days per week). All assignments not provided for in Article V, Section A will be voluntary. No weekly assignment shall exceed 36.25 hours. Unless otherwise agreed to by the teacher, assignments will be made on a consecutive time basis, inclusive of instructional, planning and lunch time. If a teacher resigns a voluntary assignment once the school year has commenced and an additional volunteer is not available the Board reserves the right to assign the least senior teacher that is qualified and certified to fill the position. The board agrees, during the length of this agreement, to provide prior notice to the Association whenever such an assignment is to be made.
- C. The Board and the Association shall form a subcommittee comprised of representatives from each party to develop a contingency plan in the event that it becomes necessary to close any of the school buildings in the district.
- D. The parties recognize that teachers shall work at least the state mandated instructional days and instructional hours necessary for the district to receive its full state aid, and in the event that the Board decides to close any of its school buildings, and the subcommittee described above has not developed a contingency plan that has been ratified by the Board and the Association, the teachers shall satisfy this obligation.
- E. If Open Houses take place, they will be mutually agreed upon by the building principal and a majority of his/her staff. The principal will provide three weeks notice except in case of an emergency or tragedy. When such accord is reached, all members of said staff shall be expected to attend unless excused by the principal.
- F. The time stated above may be adjusted earlier or later by the Superintendent of Schools after notifying the Association, but the total hours shall remain the same.

- G. Teachers should remain for a sufficient period after the close of the pupil's school day to attend to those matters which properly require attention at that time, including but not limited to, consultations with parents, conferring with students, correcting papers, and preparing lesson plans. The schools are open until 5:00 P.M. or 5:30 P.M. and nothing in this agreement shall prevent teachers from remaining in the building until that time to complete or prepare their work.
- H. It is the responsibility of each individual teacher to provide the highest quality educational program practicable for every student in the school district, therefore, each teacher shall make daily preparation, attend staff meetings, and student assemblies unless excused by the principal.
- I. It is expected that each building administrator will announce the day of the week for regularly scheduled faculty meetings during the first two weeks of the school year. The time and day for such meeting shall coincide with the needs and requirements in the various buildings as determined by the building administrator. It is understood, however, that consultations and communications pertinent to various school purposes may require additional meeting days. It shall be the aim of the administration to keep such meetings at a minimum, and where practicable, to no more than one (1) hour's duration.
- J. The Board shall provide training for all teachers in compliance with legal requirements regarding blood borne pathogens and pertinent state and federal laws. The Board shall provide each teacher with one hour of professional development time before the first student day of each school year to individually receive such training on the internet in accordance with instructions and computer equipment provided by the Board. Each teacher shall be required to complete such training before the first student day of each school year unless said teacher is unable to do so due to medical restrictions. Any teacher who fails to complete this training by the beginning of the second student week of each school year shall be docked \$30 per day from his or her salary for each work day thereafter that the training remains uncompleted. Any teacher, prior to the first day of school, who cannot complete this training because of medical reasons, shall be allowed to complete the training prior to returning to active teaching duty.
- K. Since it is important to the education program to know and understand the whole child, teachers should attend and participate in activities of the school such as P.T.O. meetings. They are also encouraged to attend public performances of children in plays, concerts, athletic events, or other extra curricular events.
- L. The Agreement shall provide for the establishment of a noon lunch period for each teacher that shall be free of scheduled duties except that it is understood by all concerned that emergencies or building situations may require that teachers share responsibilities on a rotation basis. It is also understood that illness or emergency situations may cause a temporary cessation in the employment of lay persons. It is agreed that teachers' lunch periods may vary according to scheduling needs. The elementary teachers will have approximately a thirty-five (35) minute lunch period and the lunch period for secondary teachers will be equivalent to a student lunch period.
- M. The Board will make every reasonable effort to provide a conference period for all teachers. For secondary teachers, the conference period should coincide with the standard class period of the students' schedule. For elementary teachers, efforts will be made to schedule special subjects so as to ensure periods for teacher planning/conference time. Where deemed administratively feasible, these times will be distributed to allow for planning time on a regular daily basis.

- N. Whenever special teachers are absent, every reasonable effort will be made to provide substitutes.

ARTICLE VI

TEACHING CONDITIONS

- A. It is recognized by the Board that pupil-teacher ratio is an important aspect of an effective educational program. The Board agrees to renew its efforts to equalize student classroom assignments at the elementary grade levels and continue its efforts to keep class sizes at an acceptable number as dictated by the financial condition of the District, the building facilities available, the availability of qualified teachers, the best interest of the students, and the best interests of the District as deemed administratively feasible.
- B. The Board will continue its efforts to keep the schools reasonably and properly equipped and maintained.
- C. The Board shall make every reasonable attempt to make available in each classroom building a faculty room or lounge. Teachers are not to use the lounge, however, during period of assignment or instruction. Telephone facilities, as presently constituted, shall be made available to teachers for their reasonable use; however, personal toll calls are to be paid for by the teacher making the same.
- D. The Board and the Association mutually recognize the importance of continuous use of adequate teaching reference material in maintaining a high level of professional performance. In furtherance of that recognition, the Board will endeavor to provide a teacher reference library in the elementary and the junior and senior high schools and to include therein all texts which are reasonably requested by the teachers of that school.
- E. The Board agrees to make available, in each school for teacher use, adequate reproduction materials.
- F. Teachers shall not be held responsible for the loss of books from room libraries.
- G. The Board recognizes the need to provide teachers sufficient opportunity for turning all money collected in to the appropriate office. However, the teacher is responsible for all money collected by him/her until turned in to the appropriate office.
- H. The Association requests the Board and Administration to continue the practice of employing persons to assist the teachers in supervising the students during the noon hour.
- I. The Board and Association recognize the importance of counseling students at both the elementary and secondary levels. Thus, dependent upon finances and the availability of qualified personnel, the Board will endeavor to maintain or decrease the student-counselor ratio.
- J. In grades K-5, the Board will continue to provide specialized instruction in the areas of art, music, and physical education, provided that finances and qualified personnel are available.

ARTICLE VII

MENTOR TEACHERS

- A. The building principal shall appoint a person who qualifies under Section 1526 of Public Acts 1993 as a mentor for each probationary teacher, except for teachers who are in the fourth year of probation. The Board may, in its discretion, appoint a qualified person as a mentor for a fourth year probationary teacher. Bargaining unit members shall be given first consideration and any person so selected may choose to decline to serve as a mentor.
- B. Every reasonable effort shall be made to match mentor teachers to probationary teachers who work in the same building and have the same areas of certification.
- C. Probationary employees shall only be assigned to one mentor teacher at a time.
- D. The mentor teacher's assignment shall be for one (1) school year subject to review by administration. The appointment may be renewed in succeeding years.
- E. Mentor release time may be provided in those K-12 special areas for probationers to consult with special staff when needed.
- F. With approval of administration, release time shall be made available so the mentor may work with the probationer in his/her assignment during the regular work day. When possible, mentor and probationers will be provided a common preparation or conference time.
- G. Each mentor shall be compensated at the rate of 2% of the B.A. base each year for their services, inclusive of training activities outside the work day or school year, not to exceed 5 days beyond the contract year.
- H. The mentor teacher will be considered consultants to probationary teachers and will not recommend on the hiring and firing of probationary teachers. However, a mentor teacher may be required from time to time to consult with a principal and comment on his or her probationary employee's growth, maturation, competence and other attributes identified as important to satisfactory classroom instruction and overall performance as a teacher.
- I. The mentor teacher is expected to provide support to the probationary teacher equal to 36 hours for the school year and recorded in one-hour increments on a form provided by the personnel director. The record shall be signed by both the mentor and the probationary teacher and shall be submitted to the personnel director before the close of the school year. Failure to complete this assignment may result in: 1) loss of pay and/or 2) ineligibility for future mentor work.

ARTICLE VIII

SPECIAL STUDENT PROGRAMS

The Board and Association recognize that students having special physical, mental, and emotional problems as determined by a school psychologist or other competent individuals may require special services. The Board, therefore, will endeavor to secure such services as are deemed necessary by the Superintendent to help these students and/or aid the teacher in working with these students.

ARTICLE IX

TEACHING MATERIALS

It is recognized that quality teaching requires quality materials with which to work. In view of this fact, the following guidelines shall be followed in requisitioning supplies and materials:

- a. Requisition forms will be provided by the office;
- b. Teachers are to request items and materials that will materially aid in the instruction of students;
- c. Normally, requisitions for supplies by teachers will be made in the spring;
- d. Teachers shall be notified by June 7 as to the disposition of the major items over one hundred dollars (\$100) on requisition requests.

Consultations may be held with teachers or department chairpersons where there are questions concerning materials ordered. Depending upon funds available, reasonable efforts will be made to fill requests.

ARTICLE X

PROFESSIONAL IMPROVEMENT

- A. The Board and Association will cooperate in the endeavor to provide for local courses, workshops, conferences, and programs designed to improve the quality of instruction.
- B. All teachers are expected to keep abreast of current educational trends. Reading professional books and magazines, participating in in-service programs, travel, and taking at least two (2) hours of college work every five (5) years are examples of professional growth.

C. Curriculum Development Council

The Association shall appoint six teachers it recommends to serve on the Curriculum Development Council. The teachers appointed shall meet the criteria established by the council for service.

- D. The Superintendent, or his designee, may choose any or all of each list. Failure of the Association to supply a list within fifteen (15) calendar days of request for said list shall void all rights of the Association to offer such lists and the coordinator, or his designee, may appoint as he sees fit.

ARTICLE XI

TEACHER PROTECTION

- A. Each teacher bears the primary responsibility for maintaining proper control and discipline in the classroom. The Board recognizes its responsibility to give administrative assistance and support to its teachers with respect to the maintenance of control and discipline in each school-centered activity, whether in the classroom, on school property or at other school activities. Such support shall be contingent upon the teacher acting in accordance with Board policies and administrative rules and regulations as they relate to student control and discipline. Rules and regulations setting forth the procedures regarding the disciplining, suspending or expelling of students shall be publicized at the commencement of each school year. A Teacher Building Committee will assist the Principal in the formulation and review of rules for student control and discipline in each building. The Teacher Building Committee will include the SHEA Building Representative(s) and any other interested teachers. The work of this joint committee will be completed by April 15 of each school year.

This provision in no way shall alter or diminish the responsibility or power of the Board to have final authority on the establishment, amendment, additions, or deletions of rules regarding student conduct and discipline, which authority and power are specifically reserved by the Board.

- B. Any case of assault upon a teacher which had its inception in a school-centered problem shall be reported immediately in writing to the Superintendent or his designated representative. In the event of such assault, the teacher involved may request assistance of the Board in such a matter. These requests shall be made in writing to the Superintendent. If the Board considers assistance to be justified, it may provide legal counsel or other assistance to the teacher making the request. The teacher making such request shall be supported by the Board in all justifiable cases.
- C. All communications, commendations, and complaints shall be called to the teacher's attention prior to being placed in his/her personnel/evaluation file.
- D. Time lost by a teacher in connection with any incident mentioned in this Article, not compensable under Workers Compensation, shall not be charged against the teacher unless he is adjudged guilty of charges relating to that incident by a court of competent jurisdiction.

ARTICLE XII

PROFESSIONAL RESPONSIBILITIES

It shall be the professional responsibility and duty of each teacher:

1. To provide for the proper instruction of the student.
2. To endeavor to maintain in the classroom such order and discipline as shall be conducive to good instruction.
3. To be responsible for the conduct of any student during the time he/she is in school, where and when feasible.
4. To assist in the enforcement of such rules and regulations as shall from time to time be issued governing the conduct of students, the use of school premises, and related matters.
5. To report promptly any defective condition in the buildings or premises which might cause personal injury or which may be required to provide proper maintenance.

ARTICLE XIII

VACANCIES, ASSIGNMENTS, TRANSFERS, AND PROMOTIONS

- A. Staff members will be kept informed by written notice of vacancies occurring in the system. A teacher may apply for any position at any time. Such applications will be considered should such a vacancy occur, either during the school year or during the summer. This application shall expire on the first regular school day of each year. If a teacher has continued interest in an available or possibly available position, he/she must reapply annually to the Director of Instruction. In filling a vacancy within the bargaining unit, the Board agrees to give due weight to the professional background and attainments of all applicants, the length of time each has been in the school system, and other relevant factors. The decision of the Board as to the filling of such vacancies shall, however, be final.
- B. The parties recognize that changes in grade assignments in the elementary schools, changes in subject assignments in the secondary school grades, and transfers between schools will be necessary. The right of determination to assign or transfer a teacher is vested in the Superintendent. As a common courtesy, the Superintendent or his designee will discuss the assignment or transfer with said teacher. Such transfers and changes of assignments shall be on a voluntary basis whenever possible. In making involuntary assignments and transfers, the convenience and wishes of the individual teacher may be honored to the extent that these considerations do not conflict with the instructional requirements and best interests of the school system and the pupils. Every reasonable consideration will be given to the removal of involuntary assignments whenever it is possible and practical to do so.

1. On or before June 1, the Principals will mail to the address on file, or deliver to each teacher, a tentative teaching assignment for the coming year. Any teacher may request a meeting for discussion of such assignment, which will be granted.
 2. If it is necessary to make any change in such tentative assignment made pursuant to Subsection 1, notice of said change shall be promptly forwarded to the address on file for the affected teacher. Upon request by said teacher to do so, a meeting shall be convened to discuss said change of tentative assignment.
 3. On or after August 15, assignments for teachers may not be changed except for good and sufficient reason, and such teacher shall be called in by the administrator making the assignment for discussion prior to such change. Also, the notice of change will be in writing and the reason will be in writing and will be sent to the teacher if the teacher cannot be reached.
- C. Except as a temporary and interim measure, non-certified personnel shall not be responsible for student evaluation, promotion and instructional planning or be assigned to positions which must be filled, according to state statutes, by a teacher.
- D. Teachers having "aides" assigned to them shall not assign the responsibility of planning lessons, evaluating students, or teaching classes to said "aides." It is further understood that aides are available to assist teachers and have no authority to assume basic teacher responsibilities, or to evaluate teachers.

ARTICLE XIV

REDUCTION OF PERSONNEL

- A. In the event a layoff situation develops, the Board will determine the reduction or elimination of teaching positions within the various areas and departments of the schools and agrees the order of layoff will be as follows:
1. Teachers not holding a regular Michigan provisional continuing, permanent, or qualified certificate will be laid off first, provided there are qualified, certified teachers to replace and perform all of the needed duties of the laid off teachers.
 2. If reduction is still necessary, then probationary teachers with the least number years of seniority in the district will be laid off first, provided there are qualified, certificated teachers to replace and perform all of the needed duties of the laid off teachers.
 3. If further reduction is still necessary, then tenure teachers with the least number of years of seniority in the district will be laid off first, provided there are qualified, certificated teachers to replace and perform all the needed duties of the laid off teachers.
 4. Teachers who are laid off shall receive at least a thirty (30) day notice in writing. Such notice should be earlier when practicable.

5. Teachers would be notified of layoff by June 1 of each year if they are going to be laid off during June, July, or August.

- B. Qualified shall be defined by the Board of Education in a manner that is in compliance with the “highly qualified” teacher requirements of the No Child Left Behind Act, and all state and federal laws rules and regulations relating to NCLBA. In the event a teacher has the requisite amount of seniority, is certified and meets applicable “highly qualified” teacher requirements of NCLBA to fill a vacant position, but the Board does not believe the teacher is qualified based on the recency of his/her training and experience, the Board does agree the teacher shall be given the opportunity to become qualified through pursuing additional academic study through formal course work, seminars, or workshops, not to exceed the equivalent of six (6) semester hours.

The Board, in consultation with the teacher, shall determine which course of study, program or seminars, and/or workshops the teacher will attend to become qualified. At this time, a timetable for the completion of such study shall be determined by the Board.

Failure to complete such work within the timetable established, or not having obtained an adjustment based on legitimate reasons approved by the Board, shall result in the teacher being immediately subject to layoff and forfeiture of all rights and benefits set forth in this Article.

- C. The term seniority as used herein shall be the length of continuous service with the South Haven Board of Education or in a bargaining unit position. Administrators who previously acquired seniority in the bargaining unit shall retain but not accrue seniority rights in the unit. Seniority, effective August 30, 1982, shall not accrue while on unpaid leaves of absence, other than Worker's Compensation leave, unless otherwise provided in this agreement.

When subtracting days which do not count towards seniority, the base year shall be the number of teacher work days as specified in the Master Agreement for each year.

Part-time teachers shall accrue seniority on a prorated basis using the same formula as used in calculating their salary.

Seniority shall start with the teacher's first regularly scheduled work day at South Haven Public Schools in a bargaining unit position. In the event that more than one (1) teacher has the same seniority date, order of seniority will be based on the date the letter of intent to hire is received by the District administrative office.

- D. Teachers shall be recalled in inverse order of layoff for new or reactivated positions for which they are certified and qualified.

1. The Notice of Recall shall be by certified return receipt mail. A teacher must indicate acceptance of the recall, by certified mail to the Superintendent within fifteen (15) days from the postmarked date of the Notice of Recall if prior to July 15 and five (5) days if on or after July 15. Failure to do so shall forfeit the right of the teacher to remain on the recall list.
2. In return procedures for personnel on leaves of absence of lay-off, it shall be the responsibility of the teacher to keep the Board informed as to:

- a. Intention to return to full or part-time employment
- b. Current address and phone number

By March 15 of each year, the Board shall request a written statement from the teacher as to his/her desire to return to employment. This statement must be filed by the teacher no later than April 15 of the same year. Failure to notify the Board by April 15 of an intent to return, shall forfeit the teacher's "recall right" and the teacher shall be assigned to the first vacant position for which they are certified and qualified. Failure to accept an assigned position (other than stipulated herein) shall result in voluntary termination of employment with the South Haven Schools.

3. A teacher shall remain on the recall list for three (3) years unless recalled as per section D-1.
- E. Teachers accepting recall who have signed a contract to teach during the school year in question in another public school district shall also:
1. Notify the Board in writing that such a contract has been signed.
 2. Furnish a written statement from the Superintendent of Schools with whom the contract was signed indicating that a release from said contract cannot be obtained.
 3. A teacher following the procedure above will be rehired the next school year for a teaching position for which he/she is qualified and certified, providing he/she submits a request to the Superintendent in writing on or before April 1.
- F. Voluntary leaves may be granted to an individual for up to one year by the Board of Education for the purpose of reducing lay-offs. By mutual consent of both parties, a voluntary leave may be extended a second year.

Teachers that apply for such voluntary leave of absence shall be returned to their former position upon the expiration date of a leave of absence unless their position has been eliminated by the Board of Education. If the teaching position is eliminated, the teacher on leave shall be placed in a position within their areas of certification and qualification upon the expiration of their leave provided a vacancy exists.

ARTICLE XV

JOB SHARING

- A. Job sharing shall be defined as sharing of a single position by two staff members. This may be arranged by alternating semesters or by dividing a class day(s) into two or more units as mutually agreed upon. Job sharing shall be for a minimum of one half day.
1. When job sharing exists to reduce the lay-off of less senior teachers, the teacher(s) shall receive full (not salary) seniority credit for each year or years he/she is participating. In addition, the job sharing teachers will continue to receive full fringe benefits (including retirement) to the extent that such benefits do not exceed the amount of salary and benefits

normally paid to the most senior participating teacher(s). When this amount is exceeded, the amount available shall be prorated between the job sharing teachers.

2. Senior teachers who voluntarily job share shall have, at the end of each job sharing period, the right to return to the same position he/she vacated as long as the position is still in existence. If the same position is no longer in existence he/she will be assigned to a position for which he/she is certified and qualified as long as he/she has the requisite seniority to remain employed.
 3. Once job sharing is instituted and agreed upon by the teachers involved, it is agreed that the job sharing shall continue to the end of a current school year or shall last the minimum of one (1) school year unless considered a semester job. Job sharing may be continued for more than one year upon agreement of both teachers and the Board.
 4. Teachers that take advantage of the job sharing program shall be allowed payroll deduction of dues to the Association, such dues determined by the policies of the MEA-NEA-VBCEA-SHEA and the collective bargaining agreement between the VBCEA and the Association.
- B. Based on the needs of the District and the ability to retain a certified and qualified teacher(s) for a position, the Board may refuse to grant a job sharing in its sole discretion and shall not be subject to the grievance procedure.
- C. When reasonably possible, the Board shall make an effort to avoid involuntary transfer of teachers to accommodate the above provisions. Job sharing shall not cause layoffs or prevent the recall of laid off teachers.
- D. Teachers hired for, or requesting part-time assignments shall have salary and benefits prorated to the time worked. The administration shall determine when a job sharing situation exists.

ARTICLE XVI

OTHER

No teacher shall obtain "Tenure in Position," in any position, covered by this Agreement, including (but not limited to) classroom teachers, counselors, librarians, coordinators, special education teachers or teachers of special subjects such as art, music, physical education and those persons working Schedule B positions.

ARTICLE XVII

PERFORMANCE CONTRACTING

The Board shall enter into an agreement for Performance Contracting only after conducting a thorough study of the needs and feasibility for such a program. Provision shall be made by the Board for active participation by the professional staff in conducting the study, in appraising the study following its completion, and in providing an advisory service to the Board in establishing priorities of instructional need.

ARTICLE XVIII

ILLNESS, DISABILITY & FMLA

A. Paid Sick Days

All teachers under contract to the District shall be allowed paid sick leave at the rate of twelve (12) days per year. Paid sick leave may be accumulated to a total of one hundred and forty (140) days. Paid sick leave shall only be used by a teacher who must be absent from duty owing to personal illness and/or disability, unless otherwise provided for in this Agreement. Teachers are required to use paid sick leave for their personal illness or disability before requesting unpaid leaves as provided in the Family and Medical Leave Act of 1993.

B. Family and Medical Leave

The District will provide covered employees unpaid job protected leave for certain family and medical reasons. Unpaid leave for up to twelve (12) weeks may be granted for any of the following reasons: (1) to care for the employee's child after birth or placement for adoption or foster care; or (2) to care for the employee's spouse, child or parent who has a serious health condition.

1. When the need for the leave is foreseeable, teachers are expected to provide 30 days advance notice. When not foreseeable, teachers are required to provide notice of the need for the leave as soon as practicable. The District will require medical certification to support a request for leave because of a serious health condition and may require second or third opinions (at District's expense) and a fitness for duty report to return to work. The medical certification must include the first anticipated date of absence from service to the District and the expected date of return. The duration and timing of such leave shall be subject to the limitations for the Family and Medical Leave Act pertaining to leaves near the end of an academic term.
2. When medically necessary, leaves may be taken on an intermittent or reduced work schedule basis. Such leaves are subject to the limitations contained in the Family and Medical Leave Act on intermittent leave or leave on a reduced leave schedule.
3. When leave is required for a serious health condition, employees will normally give fifteen (15) calendar days to obtain the necessary medical certifications to support a leave under this Article. Employees will be required, unless the District waives the requirement, to recertify the need for the leave at least every thirty (30) days and are required to report in on

- a periodic basis no less often than every two weeks with respect to their progress, the progress of their parent, spouse, or child, and their anticipated date for return to work.
4. For the duration of the leave, not to exceed twelve (12) weeks, the District will maintain the employee's health coverage under the appropriate group health plan. Any employee contributions to the health plan must be maintained on a monthly basis by the employee during the leave to continue to receive coverage.
 5. Subject to Board approval, a leave of absence may be terminated early upon the request of the teacher and the availability of a teaching position.
 6. Upon return from a leave, teachers will be restored to original or equivalent position with equivalent pay, benefits and other employment terms. The teacher will not lose any employment benefits that accrued prior to the start of his/her leave. In the event the teacher has completed over one half of the contract year during which his/her leave of absence commences, he/she shall be credited with a minimum of an additional one half year's experience on the salary schedule. Additional adjustments shall be at the discretion of the Board.
 7. Teachers who fail to return from a leave will be obligated to reimburse the District for the cost of District paid health coverage, except when the teacher fails to return due to continuation, recurrence or onset of a serious health condition which would entitle the employee to leave under the Family and Medical Leave Act of 1993 or other circumstances beyond the teacher's control as provided by law.
 8. Leave will be granted without pay unless otherwise provided in this agreement, and without sick leave accumulation.
 9. The granting of a leave, as provided for herein, in no way interrupts seniority rights for the purposes of layoff and recall. It is understood that nothing in this leave provision supersedes provisions for layoff.

C. Unpaid Disability Leave

Any teacher whose personal illness or disability extends beyond the period compensated for under the provisions of paragraph A or B shall be granted a leave of absence without pay for a period not to exceed one (1) calendar year. Upon full recovery from such illness/disability within this period of time, the teacher shall be assigned to the same position, if available, or to a substantially equivalent position as soon as it becomes available.

D. General Provisions for Sick and Disability Leave

1. A teacher shall make every effort not to disrupt student learning in his or her classroom by not scheduling cosmetic surgery (excluding reconstructive surgery), sex change operations, or any elective medical treatment or surgical procedure that can be scheduled during non-working days.

2. In the event of an absence of a teacher for illness/disability in excess of three (3) consecutive working days, the Board, in its discretion, may require the teacher to produce verification of such illness/disability by his/her physician.

The Board, in the event it becomes concerned about the health and/or safety of a teacher, at its own expense, may require examination(s) by an independent physician.

3. A teacher who has advance knowledge of a forthcoming incapacitating illness/disability that will necessitate temporary or permanent cessation in the performance of their duties, shall provide the district with a minimum of thirty (30) days advance notice, if practicable in order to receive benefits outlined in this article.
4. If it is deemed necessary by the building administrator, a teacher may be required to submit additional statements from his/her physical regarding his/her physical condition and ability to perform his/her responsibilities to the District.
5. Teachers shall provide written lesson plans and/or outlines for all paid illness/disability days (up to a maximum of thirty (30) calendar days) except in an emergency situation.
6. To receive paid sick leave, a teacher shall not be absent unless physically ill/disabled and shall return to service as soon as physically able to perform his/her responsibilities to the District.

E. Sick Bank for Catastrophic Illness or Injury

1. A sick bank of sixty (60) days is established by the Board of Education for the use of teachers who suffer a catastrophic illness or injury, who have exhausted their paid sick days, are not yet eligible to receive long term disability benefits, are not otherwise compensated by other insurance or workers' disability benefits for time off from work, and are granted sick bank days by the sick bank panel.
2. Sick bank days may only be used for catastrophic illness or injury. "Catastrophic illness or injury" shall be interpreted to mean a condition of extreme seriousness suffered by a teacher (or someone in the immediate family as defined in Article XIX, Section E, 1, teacher, teacher's parent, spouse or child) substantially in excess of the level that would satisfy the eligibility criteria for use of sick leave days under Article XVIII.
3. The number of sick bank days a teacher may use shall be limited to whichever is least of either sixty (60) work days per illness or disability, as defined by the Long Term Disability Policy, the number of days necessary to qualify the teacher for LTD.
4. The number of sick bank days at the beginning of each school year shall be sixty (60). Days will only be added to the sick bank at the beginning of each school year. Staff members may donate to the sick bank at the beginning of the school year. Staff members may donate up to five (5) days. Donated sick days are non-refundable.
5. At the beginning of each year, the Board will reestablish the sick bank to a beginning total of 60 Board contributed days. Any sick bank days that were contributed by a

- member of the Association the previous year and not used will roll over into the next year. Each year the Board contributed 60 days will be granted first before using any Association member contributed days and/or roll over days.
6. A teacher is not eligible to utilize sick bank days until said teacher has fulfilled a qualification period of two (2) missed work days. A teacher who is determined to be eligible to use sick bank days shall be credited with such days retroactive to the first day of the qualification period.
 7. All leaves of absences granted through the sick bank language will run concurrent with the Family Medical Leave Act.
 8. A teacher may apply to use sick bank days on a form approved by the Board and the Association. If the teacher is incapacitated, the SHEA president may apply on behalf of the teacher. The completed application must be submitted to the sick bank panel described in paragraph 7, below, for consideration. In order to be determined eligible to use sick bank days, a teacher must establish all of the following:
 - a. The teacher or immediate family member has suffered a catastrophic illness or injury.
 - b. The teacher has exhausted all of his or her accumulated sick days.
 - c. The teacher is not yet eligible to receive long term disability benefits.
 - d. The teacher is not eligible to receive other insurance benefits or workers' disability benefits as a result of the personal catastrophic illness or injury.
 9. A sick bank panel composed of two Association representatives (appointed by the Association), two administration representatives (appointed by the superintendent), and one Board of Education member shall be established to consider teacher applications to use sick bank days. This panel shall review the application to determine if the teacher meets the eligibility criteria, and if so, the number of days to be granted. Factors to be considered by the panel in making its determination shall include the degree of seriousness of the illness/disability, the anticipated duration of absence from duty, whether the teacher could reasonably have scheduled surgery/treatments for the illness/disability to occur outside of the duty year, and such other factors as the panel shall deem appropriate in any particular case. The panel shall issue a written statement of their decision and rationale in each case. All decisions of the above panel as to whether to grant applications for use of sick leave bank days shall be final and binding and shall not be subject to the grievance procedure.
 10. The Board shall furnish the Association with an annual report on the status of the sick bank as of June 30.

ARTICLE XIX

PAID LEAVES OF ABSENCE

A. Personal Leave Days

Personal Leave Days - Each teacher may use two (2) personal leave days each year for personal obligation of the teacher that cannot be attended to at a time that school is not in session and are not in conflict with the provisions of this agreement. Teachers shall fill out the personal leave form before commencing such leave verifying that he/she will use the leave according to the provisions below.

B. The use of personal leave is restricted as follows:

1. All leaves must be requested at least five (5) days in advance except in an emergency.
2. No paid leave shall be used for vacation, recreation, normal household maintenance, other employment or employment interviews.
3. Personal leave days shall not be granted for the first or last day of the school year, for beginning or extending a vacation period, nor before or after a holiday, nor during parent/teacher conferences. Exceptions may be granted by the Superintendent in cases of emergency.
4. Teachers granted a leave, Section "A" above, during parent/teacher conferences shall be expected to "make up" conferences by devising a plan to confer with appropriate parents that is satisfactory to the building principal.
5. For each day during the last two weeks of the school year, personal days will be granted only to the first two teachers in each building whose requests for such days are approved consistent with paragraphs A. and B. of this Article. Upon request from a teacher, the superintendent may waive this restriction in the superintendent's sole discretion. The superintendent's denial or granting of an individual request to waive this restriction shall not be the basis for a grievance, and no decision by the superintendent in response to any such request shall establish any precedent or past practice in this regard.

C. If this application is denied, and/or if additional and other days are needed, they may be allowed with loss of pay at the superintendent's discretion.

D. A teacher shall be granted leave without loss of pay for the following reasons:

1. For each death in the immediate family of the teacher, including children, daughter-in-law, son-in-law, and parents as well as spouse. Parent implies foster parent or legal guardian who serves as parent. A maximum of five (5) days leave shall be granted.
2. For each death in the immediate family of the spouse, provided the teacher and spouse are living together at the time of said death. Children and parents of the spouse shall be included. A maximum of three (3) days leave shall be granted.

3. Absence when the teacher is required by law to serve on jury duty; except, however, the Board of Education shall pay only the amount of salary that is equal to the difference between the regular teacher's salary and the salary for jury service.
4. Absence not to exceed two (2) days when required to take the selective service examination. Absence when taking a physical or other examination due to enlistment in military service is excluded under this leave.
5. Up to two (2) days annually, time to attend the funeral of grandparents, grandchildren, brother, sister, aunt, uncle, brother-in-law, sister-in-law of teacher or spouse.
6. When required by law to appear at court as a witness for non-school connected cases when the teacher is not a defendant or complainant. All cases when the teacher is charged to be in violation of the law are excluded from this provision.
7. Absence required by law for court appearance as a witness in any case connected with the teacher's employment for the school system; except wherein the teacher is a plaintiff versus the school system.
8. Not to exceed absence of two (2) days per school year for attending an educational conference or convention in the teaching field of the teacher when approved by the teacher's Principal and Superintendent. Expenses (registration fees, mileage and lodging) for conference shall be paid by the Board of Education upon prior approval of the Superintendent.
9. With the approval of the Principal, time off without loss of pay may be granted a teacher to attend a local funeral of a close friend or relative not included in other provisions of this Agreement; provided, however, that other teachers on the staff would agree to substitute without compensation for the excused teacher.

E. A teacher shall be granted leave without loss of pay for the following reasons:

1. Illness of the teacher's parent, spouse, or children; maximum of five (5) days for a teacher. Days used pursuant to this subsection shall be deducted from accrued sick leave.
2. A maximum of one (1) day for attendance to receive the award of a degree from a college or university.
3. A maximum of one (1) day for attendance at a graduation ceremony for a son, daughter, husband, or wife. Days used pursuant to this subsection shall be deducted from accrued sick leave.

F. Teachers shall provide written lesson plans and/or outlines for all paid leave days as noted in B-1 and B-2 except in an emergency situation.

- G. The Association shall be granted ten (10) days for the Association representatives to carry on the work of the Association. The SHEA President shall notify the representatives' principal at least one (1) week in advance of such absences. Teachers will substitute without compensation during free periods for teachers who are absent on Association business days as stated above.

ARTICLE XX

UNPAID LEAVES OF ABSENCE **& SABBATICAL LEAVE**

- A. Teachers may apply for unpaid leaves of absence for the purposes of birth, placement for adoption or foster care of a child, to care for the teacher's spouse, child or parent who has a serious health condition, for the employee's own serious health condition, funerals, military service, M.E.A./N.E.A. presidency or sabbaticals as described below.

In addition, the Superintendent, in his or her sole discretion, may grant a teacher's request for an unpaid leave for any reason that the Superintendent determines to be appropriate.

By March 15 of each year, the Board shall request a written statement from the teacher as to his/her desire to return to employment. This statement must be filed by the teacher no later than April 15 of the same year. Failure to notify the Board by April 15, of an intent to return, shall forfeit the teacher's "recall right" and the teacher shall be assigned to the first vacant position for which they are certified and qualified. Failure to accept an assigned position (other than stipulated herein) shall result in voluntary termination of employment with the South Haven Schools.

- B. A leave of absence shall be granted to the teacher without pay during the period of the time that he/she is in military service through the provisions of the selective service law; provided that the teacher shall be performing his/her duties as an employee of the School District when called to service. The leave of absence shall not apply if the teacher is inducted or enlists before he/she begins his/her employment in the South Haven School System. A teacher who enlists because of imminent induction shall be granted leave under this provision. Upon return from such leave, the teacher shall be reassigned to the same or an equivalent position as soon as it is available in accordance with the law. A teacher who re-enlists beyond the time required for enlistment under this provision shall forfeit his/her right to reassignment. Salary increments and sick leave allowance will accrue to the teacher while in military service under this provision, and shall become effective upon reassignment.
- C. Leaves of absence without pay shall be granted to teachers who assume the presidency of the M.E.A. or N.E.A. Upon completion of the leave, the teacher shall be restored to his/her position, if at all possible, or if not possible, to a position of like nature provided such leave does not exceed eight years.
- D. In return procedures for personnel on leaves of absence or layoff, it shall be the responsibility of the teacher to keep the Board informed as to:
1. Intention to return to full or part-time employment
 2. Current address and phone number

E. Sabbatical Leave

1. Authorization

Sabbatical leaves for study and research may be charged to members of the teaching staff of the South Haven District by the Board. Such sabbatical leaves shall be in recognition of significant service through teaching and for the purpose of encouraging scholarly achievement which contributes to the professional effectiveness of the members of the staff and the value of their subsequent service to the South Haven School System.

2. Eligibility and Qualifications

Any teacher employed by the District who meets the qualifications shall be eligible to apply for Sabbatical Leave subject to the following conditions and requirements:

- a. Applicant must hold a Masters Degree.
- b. Applicant must have seven (7) consecutive years experience of satisfactory serve as a full-time employee in the South Haven School District.
- c. Sabbatical leave may be granted to not more than three (3) staff members in any one (1) year with the provision that not more than one (1) such leave will be granted from each teaching level.
- d. Sabbatical leave may be granted for one (1) full semester or one (1) full school year.
- e. Such leave of absence may be denied if no qualified replacement can be found to fill the vacancy that would be created by the absence of the applicant.
- f. Subsequent sabbatical leaves may be granted to teachers after an additional seven (7) consecutive years service following such previous leave.
- g. Sabbatical leave, once granted, may not be terminated before the date of expiration except as otherwise agreed upon by the Superintendent, the Board of Education, and the applicant for sabbatical leave. Except, however, in cases of illness where the person is unable to continue with his program, the agreement is canceled and payments to the individual on leave shall cease.
- h. The decision of the Superintendent in granting or denying sabbatical leave shall be final.
- i. The applicant signs an agreement to return to service with the South Haven District immediately on termination of his/her sabbatical leave and to continue service for a period of two (2) years with the District, or to refund, within two (2) years, any compensation received from the Board while on leave, except when the Board shall waive such obligation.

3. Application

The following information shall be presented in the application:

- a. For formal study - A program of study at an accredited college or university shall be outlined.
- b. For research - A program of research under guidance of a competent research personnel shall be outlined.

4. Application Requirements

Written application for sabbatical leave must be filed with the Superintendent not later than October 1 for a second semester leave; by April 14 for a first semester leave or a full year leave.

5. Requirements and Status While on Sabbatical Leave

Financial Policies

- a. Compensation for a staff member on sabbatical leave shall be 50% of the salary he/she would receive were he/she on active staff status.
- b. Payment of salary to a staff member on sabbatical leave shall be made in accordance with the provisions of the Board for payment of salary to other members of the teaching staff.
- c. On returning from sabbatical leave, the employee shall be entitled to the automatic salary schedule increment as though he/she had been in continuous service in the school system.
- d. The accumulative sick leave shall remain the same as it was at the time of the beginning of the sabbatical leave.

6. Reports Required

The Superintendent shall require and the employee shall promptly furnish reports containing sufficient information to enable the Superintendent to determine that the leave is utilized in the approved manner. In the event the Superintendent shall find that the employee is not fulfilling the agreement, the entire sum paid to the employee shall become immediately due and all future payments shall cease.

Semester Leaves -- One (1) report at the middle of the semester and one (1) report at the end of the semester

Year Leaves -- One (1) report at the middle of each semester and one (1) report at the end of each semester

7. Status Upon Return

Upon completion of the leave, the employee shall be restored to his/her position, if at all possible, or if not possible, to a position of like nature, seniority, status and pay.

8. Recognition of Longevity

All other factors being equal, the person with the greatest longevity shall be granted the leave.

ARTICLE XXI

TEACHER EVALUATION AND DISCIPLINE

It is recognized between the parties that an evaluation procedure is valuable in assessing the progress and success of newly employed and experienced personnel. The State of Michigan Teachers' Tenure Act and School Code set forth requirements for evaluation of probationary teachers and teachers on continuing tenure. Therefore, the following procedure has been agreed to in recognition of that principle and the laws of the State of Michigan.

A. EVALUATION

1. Probationary Teachers

- a. Within the first forty-five (45) student instructional days in the first year of his or her employment, each probationary teacher shall be provided with an individualized development plan (IDP) developed by the primary performance evaluator in consultation with the individual teacher. The IDP will be based on established criteria in the district teacher evaluation form (see Appendix 2) that has been mutually accepted by the Association and the Board. The primary performance evaluator shall provide information in writing or verbally of what district resources will be available to support the teacher's efforts to meet the IDP's specific performance requirements.
- b. At the same time that the IDP is developed and continuing for the first 3 years of his or her employment, each probationary teacher shall be assigned by the school in which he or she teaches to one (1) or more mentors to the teacher. Mentors shall be provided pursuant to Article VII of this Agreement.
- c. During the initial 3-year period of employment, each probationary teacher shall also receive intensive professional development induction into teaching, based on a professional development plan that is consistent with the provisions of the teacher's IDP, including classroom management and instructional delivery. During the 3-year period, the intensive professional development induction into teaching shall consist of at least 15 days of professional development. This is in addition to those days of professional development required of all teachers during this period. The professional development plan shall be included in the teacher's IDP.

- d. Each probationary teacher shall be provided with at least an annual year-end performance evaluation each year during the teacher's probationary period. The annual year-end performance evaluation shall be based on, but is not limited to, at least 2 classroom observations held at least 60 calendar days apart, unless a shorter interval between these two formal observations is mutually agreed upon by the teacher and the administration, and shall include at least an assessment of the teacher's progress in meeting the goals of his or her individualized development plan. A pre-observation conference between the primary performance evaluator and the teacher shall be required at least five (5) school days prior to a classroom observation. The pre-observation conference before the first observation may take place at the same time of the initial IDP meeting described in subsection b above. A pre-observation conference for any subsequent observation may take place at the same time as the post-observation conference described in the next sentence. Within seven (7) school days after the observation, a post-observation conference shall be held to review the probationary teacher's performance.

2. Tenure Teachers/Teachers on Continuing Tenure

- a. Each tenure teacher/teacher on continuing tenure shall be provided with a performance evaluation at least once every three (3) years. This provision does not restrict performance evaluations of teachers on continuing tenure be conducted more frequently than once every three (3) years. Should the Board fail to perform a performance evaluation during any three year interval, the teacher's work performance shall be viewed as satisfactory for this period.
- b. The performance evaluation shall be based on, but is not limited to, at least two (2) classroom observations that are at least thirty (30) calendar days apart, conducted during the period covered by the evaluation. More observations may take place as long as two remain at least thirty calendar days apart. Should any observation record any unsatisfactory work performance, the evaluator shall schedule a conference with the teacher within five (5) school days after the observation. The teacher shall also have the option of requesting a post-observation conference after his/her classroom observation.
- c. If a tenure teacher/teacher on continuing tenure receives a less than satisfactory performance evaluation, the Board shall provide the teacher with an individualized development plan developed by the primary performance evaluator or another administrator who shall have an understanding of the techniques and materials relevant to the teacher's assignment in consultation with the individual teacher. The purpose of this individualized development plan shall be a "plan of improvement and assistance" with the goal of assisting the teacher in achieving satisfactory performance in his/her performance evaluation. Said "plan of improvement" IDP shall contain the specific concerns noted along with specific directions for improvement, assistance provided to the teacher, and the district resources that will be used in the individualized development plan.

- d. If a tenure teacher/teacher on continuing tenure has an individualized development plan, his or her performance evaluation shall include at least an assessment of the teacher's progress in meeting the goals of his or her individualized development plan.
3. General Provisions Applying to Both Probationary Teachers and Tenure Teachers/Teachers on Continuing Tenure
- a. All observations and performance reviews shall be completed by May 1 of the school year in which they commenced.
 - b. Each IDP will be individualized to the needs of the teacher with the intent of improving the teacher's instructional performance, practices, and/or professional behaviors.
 - c. Teachers being provided an IDP shall sign the following statement unless the administration failed to request input from the teacher involved. "My input is reflected in this Individualized Development Plan. I understand that if I believe that there are items that should be included in this plan and were omitted, I may submit those items in writing within ten (10) school days of signing this plan." The items as provided by the teacher will be attached to the IDP.
 - d. All monitoring or observations of work performance of a teacher shall be conducted openly and with full knowledge of the teacher. Observations may be made by the primary performance evaluator on an unannounced basis so long as all provisions of the Article are complied with. All Individualized Development Plans, Observation reports and Performance Reviews shall be in writing.
 - e. Performance Reviews and/or observations shall be conducted by a central office administrator, principal or any other administrator responsible for the supervision of a teacher in the particular field being reviewed and shall act as the Primary Performance Evaluator as described below. The Primary Performance Evaluator shall not be required to provide the teacher with any prior notice that an observation will be conducted. The Primary Performance Evaluator shall have an understanding of the techniques and criteria to be used in the evaluation process.
 - f. The faculty shall be informed at the beginning of each school year and prior to the beginning of formal evaluations, as to who will be evaluated during the year.
 - g. At the beginning of each school year, a Primary Performance Evaluator shall be designated for each teacher to be evaluated. Each teacher shall be informed in writing as to whom has been designated as his/her Primary Performance Evaluator. Upon written notice to the teacher, the designation of a Primary Performance Evaluator may be changed.
 - h. Upon approval of the Primary Performance Evaluator, other administrative and/or supervisory personnel may participate in the performance review process.

- i. Upon request, the teacher may confer with the Primary Performance Evaluator and/or other supervisory personnel that may have participated in the performance process.
- j. Before any final performance review is completed, the Primary Performance Evaluator shall confer with the teacher who has received a performance review. Within seven (7) school days after the observation(s) are completed, a conference shall be held between the Primary Performance Evaluator and the teacher. The purpose of this conference will be to review the teacher's performance during the classroom observation(s). Within five (5) school days of this conference, the teacher shall be presented with a copy of the formal performance review for his/her file. The official copy shall be placed in the teacher's personnel file and shall be signed by both the Primary Performance Evaluator and the teacher. If a teacher disagrees with his/her formal performance evaluation, the teacher retains the right to have his/her signed statement attached to the formal performance evaluation that is placed in the teacher's personnel file.
- k. A teacher's signature on material placed in his/her personnel file, which was not prepared by the teacher, shall only be understood to indicate his awareness of the material.

B. DISCIPLINE

1. A teacher will be notified, and may respond in writing within ten (10) school days of notification, of any material placed in the personnel file. Such responses are to be attached to the original document and are to become a part of the personnel file. The teacher not electing to attach a statement bearing his/her signature shall sign the document indicating he/she has been notified of its inclusion in his/her file.
2. Each teacher shall have the right upon request, to review the contents of his/her personnel file. A representative of the Association may, at the teacher's request, accompany the teacher in this review.
3. Formal complaints received by the Administration, which can reasonably be expected to result in disciplinary action against a teacher, or adverse evaluation shall be promptly called to the attention of the teacher.
4. The Board may adopt rules and regulations not in conflict with the terms of this Agreement covering the discipline of teachers. However, prior to any enforcement of said rules and regulations, the Board shall provide a copy to the Association and all teachers.
5. No teacher shall be disciplined, including reprimand, suspension with or without pay, demotion or discharged, without just cause. Just cause shall include but not be limited to:
 - a. Incompetence
 - b. Insubordination against the reasonable rules of the Board
 - c. Moral misconduct
 - d. Any violation of the terms of this Agreement

6. Notwithstanding the foregoing, in the case of the discipline of a tenure teacher within the meaning of the Michigan Tenure Act, just cause shall be determined under that act.

The non-renewal of a probationary teacher's contract shall not be subject to the just cause provisions of section 5 above, nor move for arbitration.

ARTICLE XXII

GRIEVANCE PROCEDURE

A. Definitions

1. A grievance shall be defined as an alleged violation of the expressed terms and conditions of this contract.
2. The aggrieved person is the person or persons making the claim.
3. The term "teacher" includes any individual or group who is a member of the bargaining unit covered by this contract.
4. The term "days" shall mean school days. However, for grievances that arise or are in process during summer recess, the term "days" shall mean calendar days.

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

1. Any matter for which there is recourse under state or federal statutes.
2. Any matter in which the Tenure Act prescribes a procedure or authorizes a remedy (*i.e.*, discharge and/or demotion, etc.)
3. Any matter filed by the Association in its own name, except in those cases where express contractual rights have been afforded the Association through the terms of this Agreement.
4. Any data contained in a teacher's evaluation shall not be subject to the benefits of this article.

C. Structure

The Association shall designate representatives to handle grievances when requested by the grievant. The Board hereby designates the principal of each building to act as its representative at Level One as hereinafter described and the Superintendent or his designated representative to act at Level Two as hereinafter described. Class grievances involving more than one building may be filed by the Association and shall be initiated at Level Two, and shall be filed with the Superintendent or his designee within twenty (20) days of its occurrence. All other grievances shall be initiated at Level One.

D. Procedure

Written grievances as required herein shall contain the following:

1. It shall be signed by the grievant or grievants, and/or the Association's representatives if the grievance is a class action. Individual grievances not signed by an Association representative may not be processed beyond Level One.
2. It shall contain a synopsis of the facts giving rise to the alleged violation;
3. It shall cite the section or subsections of this contract alleged to have been violated;
4. It shall contain the date of the alleged violation;
5. It shall specify the relief requested.
6. A copy of the Grievance Form is in Appendix 3 of this Agreement.

Level One

A teacher with a grievance shall, within fifteen (15) days of its occurrence discuss the grievance with the building principal in an attempt to resolve same. If the teacher so desires, he/she may be accompanied by an Association representative.

The building principal shall render a decision within five (5) days of the discussion. If no decision has been rendered or the decision is unsatisfactory to the grievant, the grievant shall, within five (5) days of the decision of the principal or the date such decision should have been rendered by subject principal, submit the grievance in writing to said principal. Within five (5) days of receiving the written grievance the principal shall render a decision in writing. If the decision is unsatisfactory to the grievant or if no decision has been rendered by the principal, the grievant may proceed within ten (10) days of written submission of the grievance to the principal, to Level Two.

All grievances processed past level one must be approved by the Association and will be considered to be Association grievances. Any grievances appealed to level two must be represented by the Association.

Level Two

A copy of the written grievance shall be filed with the Superintendent or his/her designated agent as specified in Level One with the approval of the Association. Within ten (10) days of receipt of the grievance, the Superintendent or his/her designated agent shall arrange a meeting with the grievant and the designated Association representatives to discuss the grievance. Within ten (10) days of the discussion, the Superintendent or his/her designated agent shall render his/her decision in writing, transmitting a copy of the same to the Association.

If no decision is rendered within ten (10) days of the discussion, or the decision is unsatisfactory to the Association, the Association may, within ten (10) days of the meeting with the Superintendent or his/her designated agent, appeal same to the Board of Education's Review Committee by filing such written grievance along with the decision of the Superintendent or his/her designated agent with the Secretary of the Board or his designee.

Level Three

If a satisfactory disposition of the grievance is not reached, the grievance may be submitted, within thirty (30) days after receipt of the Superintendent's decision, for arbitration to the American Arbitration Association, in writing, and request the appointment of an arbitrator to hear the grievance. If the parties cannot agree upon an arbitrator, he/she shall be selected in accordance with the rules of the American Arbitration Association, which shall likewise govern the arbitration proceedings. The fees and expenses of the arbitrator shall be shared equally. Any additional fees or expenses incurred by either party shall be borne by the party. Both parties agree to be bound by the award of the arbitrator and agree that judgment thereon may be entered in any court of competent jurisdiction.

- a. Neither party may raise a new defense or ground at Level Three not previously raised or disclosed to the other party.
- b. Powers of the arbitrator are subject to the following limitations:
 - 1) The arbitrator shall have no power to alter, add to, or subtract from the terms of this Agreement.
 - 2) More than one grievance may not be considered by the arbitrator at the same time except upon expressed written mutual consent and then only if they are of similar nature.
 - 3) Where no financial loss can be attributed to the Board due to its failure to pay the appropriate contracted wage, insurance premiums or conference expenses approved by the Superintendent, the Board shall be under no obligation to make monetary adjustments and the arbitrator shall have no power to order one.
 - 4) He/she shall not hear any grievance previously barred from the scope of the Grievance Procedure. Further, should a teacher fail to institute or appeal a grievance within the time limits specified, the arbitrator shall be expressly barred from hearing the grievance.
 - 5) If either party disputes the arbitrability of any grievance under the terms of the Agreement, the arbitrator shall have no jurisdiction to hear the grievance on its merits until he/she has settled the question of arbitrability. In the event that a case is appealed to the arbitrator on which he/she has not power to rule, it shall be referred back to the parties without decision or recommendation on its merits.
 - 6) Arbitration awards or grievance settlements shall not be made retroactive beyond the beginning of the current contractual school year, in which the grievance is filed.

E. Miscellaneous

1. A grievance may be withdrawn at any level without prejudice or record.

2. No reprisals of any kind shall be taken by or against any party of interest or any participant in the grievance procedure by reason of such participation.
3. All documents, communications, and records dealing with a grievance shall be filed separately from the personnel files of the participants.
4. All preparations, filing, presentation or consideration of grievances shall be held at times other than when a teacher or participating Association representative(s) are to be at their assigned duty stations. This provision may be waived at the discretion of the appropriate Board representative.

ARTICLE XXIII

PROFESSIONAL COMPENSATION

- A. The basic salaries of teachers covered by this Agreement are set forth in Schedule A which is attached to and incorporated in this Agreement. The Extra Duty Services Schedule is set forth in Schedule B. Such schedules shall remain in effect during the term of this Agreement. However, to the extent it may apply, paragraph B of this Article will be utilized.
- B. All teachers newly employed by the Board shall receive salary credit for each year of teaching experience outside the District up to six (6) years experience in a public school system. However, years of experience credit may not exceed the candidate's actual experience. The Board may credit a newly employed teacher with a greater number of years salary credit (not to exceed actual years of experience) for a position that is difficult to fill.
- C. Teachers who earn an advanced degree shall provide to the Superintendent evidence of completion of the degree, such as, letter from the Dean of the Department, diploma, or appropriate transcripts. Upon verification, the teacher will be placed on the salary schedule at the appropriate level at the beginning of the semester immediately following completion.
- D. A group health insurance program shall be provided by the Board of Education. (As outlined in Article XXIV).
- E. The hourly rate of pay for teachers shall be determined by dividing the annual salary, not including extra duty pay, by 1,281 for each school year in this Agreement. This formula shall be used for temporary salary adjustments when a teacher works either more or less than the regular scheduled work day.
- F. One activity pass, good for all home school events and activities excluding reserved seat events, will be given to each teacher and to each teacher's spouse. These passes are non transferable.
- G. A teacher who resigns will qualify for payment of unused sick leave days at the rate of thirty dollars (\$30) for each unused day subject to the following conditions:
 1. Only teachers who have taught for six (6) years or more for South Haven Public Schools shall be eligible for this payment.

2. A teacher must be an active employee of South Haven Public Schools or on personal medical leave under the current contract and not on any leave status other than personal medical leave at the beginning of the year of resignation.
 3. A teacher must give notice to the Board of his or her resignation by April 1 and finish the school year to be eligible for this payment. Exceptions may be granted by the Superintendent.
 4. Payment will be made in the last pay period in June.
- H. A teacher will be paid \$50 for each personal leave day that the teacher has not used during an entire school year. Payment will be made in last pay period in June.
- I. A teacher may choose one of the following ways to receive his/her salary, prior to the first teacher day of the school year. Teachers are encouraged to elect to have payments of their salaries made by direct deposit or electronic transfer to their designated accounts at financial institutions. The Board shall provide to each teacher for completion a form that designates the account(s) and financial institutions for direct deposit or electronic transfer of the teacher's salary payments. It is expressly understood that a current teacher's election of direct deposit or electronic transfer is voluntary. All new teachers beginning in the 2007-2008 school year will be required to enroll in electronic direct deposit. All teachers will be required to enroll in electronic direct deposit by the start of 2009-2010 school year.
1. Biweekly for twenty-six (26) payments
 2. Biweekly for twenty-one (21) payments
- J. A teacher may request that deductions be made from his/her check and sent to his/her checking/savings account. The teacher may make two changes in his/her payroll deduction per school year. These changes will take effect immediately upon receipt of written notice from the teacher.
- K. Teachers shall be reimbursed on a per mile basis according to the IRS rate allowable which is in effect on the first teacher work day of each school year while traveling between District school buildings while performing regularly assigned tasks. In order to be reimbursed under the provisions of this Article, each teacher shall comply with those regulations established by the District regarding payment under these provisions and further shall be reimbursed according to those mileage charts developed administratively.
- L. Teachers may be requested to substitute during their preparation period at the Principal's discretion and will be compensated as specified in Schedule B.
- M. Should a teacher choose to take the subject area competency test(s) in order to be a "highly qualified teacher" as required by state or federal law, the Board shall reimburse the teacher for the cost of said test(s) upon the teacher providing evidence of passing such test(s). The teacher shall be reimbursed within sixty (60) days of the submittal of the receipt for the specific test and evidence that the teacher has passed such test.

- N. Any teacher involuntarily reassigned to another classroom or building for a school year that is different from his/her previous school year classroom/building assignment shall be paid an additional ten (10) hours of compensation based on the summer school hourly teaching rate (Schedule B.) It is mutually understood that this additional compensation will be paid should a reassignment occur in subsequent school years. This provision shall not apply to temporary move from a classroom necessitated by repairs or renovations.
- O. Teachers that are employed 24.99% or less will not be moved on the salary schedule. Teachers that are employed 25%-74.99% will be moved one-half step on the salary schedule. All teachers that are employed 75% or more will be moved one full step on the salary schedule.

ARTICLE XXIV

HOSPITALIZATION, SURGICAL, MEDICAL INSURANCE

- A. The Board, unless required otherwise by local, state, or national laws, will make contributions to MESSA PAK plans as follows:
 - 1. Premium contributions in the amount of \$1,153.89 per month for the 2007-08 year per teacher who selects MESSA PAK Plan A comprising of such coverage as selected by the Association and described in Section B of this Article. The amount that teachers electing Plan A will pay through payroll deduction will be calculated on the PAK A rate upon a proportional basis. The ratio between the PAK A single subscriber rate, two person and full family rates will be used as the basis for determining the proportional amounts which will be paid by the teachers in the three (3) different categories. An example of such calculations is on file with the Association and the Board. The 2008-09 year, the Board's premium contribution per each such teacher shall be \$1,153.89 plus an amount that equals ½ of any MESSA Pak Plan A premium increase taking effect on July 1, 2008. In the 2—9-10 year, the Board's premium contribution per each such teacher shall be the previous year's base plus an amount that equals ½ of any MESSA PAK Plan A premium increase taking effect on July 1, 2009. The amount of teachers electing Plan A will pay through payroll deduction will be calculated on the PAK A rate The Board will establish an "IRS Section 125 PLAN" to be effective beginning January, 2007, to allow for pretax deductions of teacher's portion of the premium for health insurance.
 - 2. Contributions in the amount of \$504.88 per month toward the purchase either MESSA PAK Plan B or C for each teacher who does not select MESSA PAK Plan A. Each such teacher may select either Plan B or C. Each of MESSA PAK Plan B or C shall be comprised of such coverage as selected by the Association and described in Section B of this Article. Teachers who elect either Plan B or C are also entitled to an amount equal to the difference between \$504.88 and the monthly insurance costs for the selected Plan that may be applied toward non-taxable MESSA options, MEAFS Tax Deferred Annuities or cash.

B. The MESSA PAK plans selected by the Association are described as follows:

MESSA PAK A

Medical: CHOICES II XVA2 \$5/\$10 Rx Co-Pay	Life: \$20,000 Life with AD&D	Vision: VSP-2	Dental: 80/80/80:\$1,000 (Class I,II,III + maximum) 80: \$1,000 (Class IV + maximum)
LTD: 66.67% \$5,000 Monthly Maximum 90 Calendar-Day Modified Fill Alcoholism/Drug Waiver (2 year limit)			
2 Year Own Occupation 5% Minimum Payout Pre-Existing Condition Waiver Freeze on Offsets			

MESSA PAK B

Medical: None	LTD: Same as PAK A	Life: Same as PAK A	Vision: Same as PAK A	Dental: Same as PAK A
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MESSA PAK C

Medical: None	LTD: Same as PAK A	Life: Same as PAK A	Vision: None	Dental: none
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Teachers must sign a waiver that they are covered by another dental and vision program.

C. All MESSA PAK Plans shall be subject to the following:

1. When a teacher qualifies and receives a MESSA LTD benefit, the Association shall reimburse the Board \$100 for each occurrence. An occurrence shall be defined as the period of time the teacher collects MESSA LTD benefits. The Board shall provide a written notification of said occurrence to the Association. The Association shall pay the \$100 fee to the Board within sixty (60) days of receipt of the written notification.
2. Health care coverage shall not provide insurance to the employee or his/her dependent for abortion services, other than for spontaneous abortion or to prevent the death of the woman upon whom the abortion is performed, as specified under Section 166d of the State of Michigan School Aid Act (MCL 388.1766d).
3. Effective October 1, 1991, teachers using Plan B or C money to purchase MESSA or MEA/FS options may elect only those options classified by the IRS as non-taxable.
4. Dental Plan is internally and externally coordinated.

5. In addition to the above stated insurance protection, teachers may purchase options through MESSA; however, they shall be at no expense to the employer and shall be paid for in full by the employee. Teachers will be entitled to receive another MESSA or MEA/FS non-taxable options pursuant to this section.
6. Teachers must complete an application and properly apply for various insurance coverage. Applications for insurance benefits will be made available at the Administration Center at 554 Green Street. The Board will make known annually, in writing, where and when applications will be available.
7. Insurance coverages are subject to the rules and regulations of the individual carriers. The Board of Education in no way endorses any carrier, guarantees coverage of any condition, situation, loss, or expense arising out of any policy or plan. It is agreed the Board is free of any liability beyond payment of the agreed premium.
8. Disputes between the insurance companies and employees or beneficiaries of employees shall not be subject to Grievance Procedure.
9. Board of Education does not have to pay for the premiums for the month of September for the teachers who go on a voluntary leave or resign after completing the school year. This does not apply to a teacher who retires.

D. Part-Time Teachers

1. Teachers who work fifty percent (50%) or more will receive a pro-rated insurance benefit based on the time worked and the benefit selected in any of the Plans A-C. (an example of such calculations is on file with the Association and the Central Administration.)
 2. Teachers who work fifty percent (50%) up to seventy percent (70%) and who are eligible to receive single subscriber health insurance will receive MESSA Choices II prorated to the time worked and MESSA Delta Dental 80/80/80 (1,000). The teacher's portion of health insurance shall be payroll deducted.
 3. Teachers who work fifty percent (50%) or more and do not select health insurance coverage may apply a pro-rated amount towards Plan B or C.
 4. Teachers working less than fifty percent (50%) will not receive any fringe benefits.
 5. These provisions may be subject to change pursuant to the letter of understanding.
- E. During the term of this Agreement, the Association may select a less expensive MESSA PAK Plan A or alternative health insurance carrier if available. The Board and the Association will establish a committee consisting of 3 teachers and 3 administrators to meet to comply with State law. The Committee will review and recommend to the respective bargaining teams health insurance carrier, policy, and/or specifications. Any recommendation(s) by such committee for any changes shall be subject to ratification votes by both the Board and the Association. If during the life of this Collective Bargaining Agreement an alternative insurance arrangement is ratified that results in a savings from the Board contributions set forth in sub sections A1 and A2 of this article, 50% of such savings on the participating individual teachers' premium costs shall be paid to each such teacher in a lump sum amount in the last payroll period in June. Such payments shall not be added to the salary schedule.

ARTICLE XXV

PROFESSIONAL DUES

- A. Any teacher who is a member of the Association, or who has applied for membership, may sign and deliver to the Board an assignment authorizing deduction of membership dues in the Association, including the MEA and the NEA. Such authorization shall be on file in the Superintendent's office on or before September 10 of the school year. Such authorization shall also continue in effect from year to year unless revoked in writing between June 1 and September 1 of any year. Pursuant to such authorization, the Board shall deduct one-twentieth (1/20th) of such dues beginning with the first regular salary check of the teacher and continuing through the twentieth (20th) regular salary check. Deductions for teachers employed after the commencement of the school year shall be appropriately prorated to complete payments by the following June. The Association shall notify the Board of the amount due the Association, however, this amount shall be prorated in a manner not to exceed amount paid by regular members of the Association.
- B. Any teacher who is not a member of the Association in good standing or who does not make application for membership within thirty (30) days from the date of commencement of teaching duties, shall as a condition of employment, pay as a service fee to the Association an amount equal to membership dues payable to the Association, the NEA and the MEA, provided, however, that the teacher authorizes payroll deduction for such fee in the same manner as provided in paragraph A. In the event that a teacher does not authorize payment through payroll deductions, as provided in paragraph A, or does not pay through some other means dues or a service fee in the amount of membership dues to the Association, said teacher, shall be subject to an involuntary dues deduction as set forth under MCL 408.477.
- C. Involuntary dues deduction shall not be initiated unless:
1. The Association has notified the teacher by certified mail, explaining the requirement to tender either the required dues or service fee, the failure of the teacher to meet such requirement, the amount of the delinquency and warning that unless tender of such dues or service fee are received within thirty (30) days, the Board will be notified that involuntary dues deduction is required pursuant to this article, and
 2. The Association has furnished the Board with a copy of the notice sent to the teacher and notice of failure to comply therewith, requesting involuntary deduction of the teacher by furnishing the following written notice which has been duly subscribed by an appropriate Association operative:

"The Association certifies that (name of teacher) has failed to tender either the required Association dues or the service fee as required as a condition of continued employment under the collective bargaining agreement, and the Board shall, pursuant thereto; involuntarily deduct dues from the teacher."
 3. The teacher has exhausted remedies pursuant to the "Policy Regarding Objection to Political-Ideological Expenditures"

- D. With respect to all sums deducted by the Board pursuant to authorization of the employee, whether for membership dues or equivalent fee, the Board agrees to remit to the Van Buren County Education Association, 302 South State Street, P.O. Box 405, Gobles, MI, 49055, accompanied by an alphabetical list of teachers for whom such deductions have been made, categorizing them as to membership or non-membership in the Association, and indicating any changes in personnel from the list previously furnished. The Association agrees to advise the Board of all members of the Association in good standing from time to time and to furnish any other information needed by the Board to fulfill the provisions of this article, and not otherwise available to the Board.
- E. The Association shall save the Board and its individual members and/or its representatives harmless for any liability which the Board might incur resultant from action taken under provisions of this article. In case any litigation arises from this provision, said litigation shall be the responsibility of the Association. If this provision is found to be null and void, involuntary dues deduction shall cease.

ARTICLE XXVI

CONTINUITY OF OPERATIONS

- A. Both parties recognize the desirability of continuous and uninterrupted operation of the instructional program during the normal school year. Therefore, during the term of this Agreement neither the Association nor any persons acting in its behalf will cause, authorize, or support, nor will any of its members take part in any strike (*i.e.*, the concerted failure to report for duty, or willful absence of a teacher from his position, or stoppage of work or abstinence, in whole or in part from the full, faithful, and proper performance of the teacher's duties of employment) for any purpose whatsoever.
- B. "Snow Day" policy will revert to past practice should the state legislature or Michigan Department of Education not require the make-up of snow days or other lost days of instruction.
- C. Teachers will not be required to report on days schools are closed due to snow days or other acts of God. However, if the school district is required to make up snow days and other lost days, and/or lost instructional hours in order to receive 100% funding from the State of Michigan, teachers will teach the required number of days and/or hours in order for the school district to receive 100% funding from the State of Michigan and complete the contractual agreements as stated in E of this article. Teachers shall not be required to report or teach for the purpose of making up any snow days or other lost days and/or instructional hours unless necessary for the school district to receive 100% funding from the State of Michigan. In determining the number of days and/or instructional hours, if any, that must be made up in order for the school district to receive 100% funding from the State of Michigan, the school district shall apply all hours of professional development as credit for instructional hours as permitted by the laws and regulations of the State of Michigan.
- D. Teachers will continue to be paid on the regular pay schedule when school is not in session for snow days or other lost days. They will not be paid beyond their regular individually contracted salary amounts for snow days or other lost days which are required to be made-up due to Michigan Department of Education requirements, state law, or contractual obligation.

E. Calendar

1. Teachers are contracted for 183 days for the duration of the Agreement including one day (six hours) of flexible professional development (See Appendix 1 for calendar and Appendix 2 for provisions governing flexible professional development.) This subsection shall be superseded by Article V, Section C of this collective bargaining agreement in the event that the Board is required to close any of its school buildings. However it is mutually agreed that any changes in daily starting and/or ending times and/or in the number of student and teacher school days made pursuant to Article V, Section C shall not cause any teacher to work more hours in a school year than he or she would have worked pursuant to this collective bargaining agreement had the Board not decided to close a school building.
2. The Calendar as outlined in Appendix 1 will be followed unless state regulations or emergency conditions call for changes.
3. The Board reserves its legal right to set the opening date for the beginning of school for students.
4. Teachers shall refrain from making appointments of a personal nature such as doctor, dental, legal appointments, except in cases of emergencies, during parent/teacher conferences.

SCHEDULE A
South Haven Education Association
2007-2010

<u>2007-2008</u>		
Step	BA	MA
1	\$32,375	\$35,287
2	\$33,994	\$37,311
3	\$35,611	\$39,333
4	\$37,228	\$41,362
5	\$38,849	\$43,385
6	\$40,466	\$45,406
7	\$42,086	\$47,428
8	\$43,703	\$49,450
9	\$45,322	\$51,472
10	\$46,941	\$53,497
11	\$48,559	\$55,521
12	\$50,177	\$57,543
13	\$51,797	\$59,567

Longevity (2007-2008 School Year – increased by \$150)

The term “salary credit year” means the salary step a teacher would be on if the salary schedules extended beyond a 13th step.

Salary credit years 14 – 19	\$600 above Step 13 on each schedule
Salary credit years 20 – 24	\$850 above Step 13 on each schedule
Salary credit years 25 – 29	\$1,100 above Step 13 on each schedule
Salary credit years 30 and above	\$1,600 above Step 13 on each schedule

<u>2008-2009</u>		
Step	BA	MA
1	\$32,860	\$35,816
2	\$34,503	\$37,870
3	\$36,145	\$39,923
4	\$37,786	\$41,982
5	\$39,431	\$44,035
6	\$41,073	\$46,087
7	\$42,718	\$48,139
8	\$44,358	\$50,191
9	\$46,001	\$52,244
10	\$47,646	\$54,299
11	\$49,288	\$56,353
12	\$50,930	\$58,406
13	\$52,574	\$60,460

Longevity (2008-2009 School Year – increased by \$150)

The term “salary credit year” means the salary step a teacher would be on if the salary schedules extended beyond a 13th step.

Salary credit years 14 – 19	\$750 above Step 13 on each schedule
Salary credit years 20 – 24	\$1,000 above Step 13 on each schedule
Salary credit years 25 – 29	\$1,250 above Step 13 on each schedule
Salary credit years 30 and above	\$1,750 above Step 13 on each schedule

<u>2009-2010</u>		
Step	BA	MA
1	\$33,353	\$36,353
2	\$35,021	\$38,438
3	\$36,688	\$40,522
4	\$38,353	\$42,612
5	\$40,023	\$44,696
6	\$41,690	\$46,779
7	\$43,358	\$48,861
8	\$45,024	\$50,944
9	\$46,692	\$53,028
10	\$48,360	\$55,114
11	\$50,027	\$57,199
12	\$51,693	\$59,283
13	\$53,362	\$61,367

Longevity (2009-2010 School Year)

The term “salary credit year” means the salary step a teacher would be on if the salary schedules extended beyond a 13th step.

Salary credit years 14 – 19	\$750 above Step 13 on each schedule
Salary credit years 20 – 24	\$1,000 above Step 13 on each schedule
Salary credit years 25 – 29	\$1,250 above Step 13 on each schedule
Salary credit years 30 and above	\$1,750 above Step 13 on each schedule

* Teachers on the BA scale who have previously received an additional \$250 per year for earning 20 semester hours prior to September 1, 1985 will continue to receive such payment until they become eligible for the MA scale.

MA +10 Semester Hours = \$250

MA + 20 Semester Hours = Plus \$250**

**Teachers who have earned an MA + 20 semester hours will receive \$250 in addition to the \$250 they receive for earning an MA + 10 for a total of \$500.

Qualifications:

A teacher’s entitlement for additional compensation under the MA schedule and the MA + 10 semester hours, MA + 20 semester hours provision as provided for above, shall be contingent upon the graduate hours applied being in a public school area.

Index Continuance

The parties agree that the index in existence during the previous contract (range 1.0 – 1.84 from BA Step 1 to MA Step 13) shall be the index for the purpose of future collective bargaining.

SCHEDULE B
Extra Duty Services

- A. Any compensation for extra duty services that is expressed in a percentage is based on the BA Schedule.
- B. Percentage figure will apply through the 13th step of the B.A. Schedule dependent upon the number of years experience in the activity.
- C. Full credit for prior year's service will be given to a teacher moving up to a new level in that activity. When a new position is added the person filling the position may receive credit for prior year(s) of experience in that activity.
- D. Prior to the establishment of any additional Schedule B positions, the Board agrees to negotiate the salary with the Association before filling the position.
- E. A vacant Schedule B opening shall be posted by e-mail during the school year and during summer by e-mail and paychecks. A qualified SHEA applicant will receive an interview for the vacant position. The Board will give consideration to the professional background, attainments, years of service with the district, and other relevant factors. SHEA members will be notified within ten (10) days regarding the filling of any vacancy. The decision of the Board as to the filling of such vacancies shall be final. The administration shall determine Schedule B qualifications.
- F. Persons working extra duty positions shall be paid according to the following parameters:
 - 1. Individuals will be paid based on the length of time the activity is in session.
 - 2. Every effort should be made to have individuals sign a Schedule B contract prior to the beginning of the activity. The administrator in charge is responsible for providing the Schedule B contract. The individual needs to turn in the Schedule B contract prior to the end of the activity to receive compensation. Individuals will not receive their first pay until the activity has commenced. Commencement shall be defined based on practice as beginning with rehearsal, practices, or other activities where involvement can be identified.
 - 3. At the conclusion of the activity, no individual will receive additional payments until after a final inventory has been completed (if requested) and items relating to the activity are collected and properly stored. The administrator in charge of the activity should sign off this final inventory (if requested) and the collecting and storing of items. A list of outstanding obligations should be given to the administrator in charge of the activity.
 - 4. Persons paid under Schedule B may choose one of the following schedules:
 - a. Pay commencing at the beginning of the activity and paid through the remaining pay periods.
 - b. Pay commencing at the beginning of the activity and continuing in equal installments until the end of the activity.

Schedule B (Cont'd)

- c. Pay made in two equal installments, one payment halfway through the activity and one upon completion of the activity.
- d. Pay made in one payment upon completion of the activity.

G. Activities

1. Athletics

a. Boys' Athletics

Head Football	13.5%
Ass't. Football	8.5%
J.V. Football	8.0%
9th Football	7.5%
Ass't. J.V. Football	6.5%
Ass't. 9 th Football	6.5%
Head Soccer	8.5%
J.V. Soccer	7.5%
Head Golf	7.5%
J.V. Golf	5.0%
Head Cross Country	6.5%
Head Basketball	13.5%
Ass't. Basketball	6.5%
J.V. Basketball	8.0%
9th Basketball	7.5%
Head Wrestling	10%
Ass't. Wrestling	6.5%
Head Swimming	10%
Ass't. Swimming	6.5%
Head Baseball	10.0%
J. V. Baseball	7.5%
9 th Baseball	6.5%
Head Tennis	7.5%
Ass't. Tennis	5.5%
Head Track	10.0%
Ass't. Track	6.5%

Schedule B (Cont'd)

b. Girls' Athletics

Cheerleading (Football)	3.0%
Ass't. Cheerleading (Football)	2.0%
Swimming	10.0%
Ass't. Swimming	6.5%
Tennis	7.5%
Ass't. Tennis	5.5%
Basketball	13.5%
J.V. Basketball	8.0%
Freshman Basketball	7.5%
Cheerleading (Basketball)	3.0%
Ass't. Cheerleading (Basketball)	2.0%
Head Competitive Cheerleading	5.0%
Ass't. Competitive Cheerleading	3.0%
Track	10.0%
Ass't. Track	6.5%
Volleyball	10.5%
J.V. Volleyball	8.0%
Freshman Volleyball	6.5%
Softball	10.0%
J.V. Softball	7.5%
Ass't. Softball	6.5%
Soccer	8.5%
J.V. Soccer	7.5%
Golf	7.5%
J.V. Golf	5.0%

1. Middle School Athletic Program

Boys

Cross Country	4.0%
Football	5.0%
Ass't Football (as needed)	4.0%

Schedule B (Cont'd)

Basketball	5.0%
Ass't Basketball (as needed)	4.0%
Wrestling	5.0%
Ass't Wrestling (as needed)	4.0%
Track	5.0%
Ass't Track (as needed)	4.0%
<u>Girls Athletics</u>	
Basketball	5.0%
Ass't Basketball (as needed)	4.0%
Volleyball	5.0%
Ass't Volleyball (as needed)	4.0%
Track	5.0%
Ass't Track (as needed)	4.0%
7 th Grade Cheerleading	4.0%
8 th Grade Cheerleading	4.0%

3. Academic Challenge Teams

Persons in these positions will be considered academic coaches for the purpose of involving students in, and promoting students' opportunities for academic competitions such as debate, writing, social studies, science, and math competitions. Persons will keep a log of hours spent on these activities to be signed by the building principal at the end of the activity and turned into the personnel office.

4. General

Music	
Vocal Jr. High	8.5%
Vocal H.S.	13.5%
Instrumental (M.S./Asst H.S. Band)	10.5%
Instrumental (Strings)	8.5%
Instrumental (H.S. Band)	13.5%
Young Authors	2.0%
Academic Challenge Teams	4.0%
Senior Class Advisor	2.0% annually
Junior Class Advisor	3.0% annually
Freshman/Sophomore Class Advisor	1.0% annually
Team Leader	5.5% annually
High School Student Senate	2.0% annually
Middle School Student Council	1.5% annually
School Clubs	1.0% annually

Schedule B (Cont'd)

Science Olympiad	2.0%
CRITIC Newspaper	2.0%
HS Drama Production Director	5.0%
HS Musical	
-- Drama Director	5.0%
-- Musical Director	5.0%
Assistant Director for HS Drama and/or musical	2.5%
Instrumental Director for HS Musical	1.0 %
HS Variety Show Director	2.5% *

* This stipend will not be paid in any year that a Schedule B stipend is paid for Director of Musical except with express School Board approval.

HS Art Exhibition/Competition	3.0%
MS & Elementary Art Exhibition	1.0%
Jr. High Musical, Drama	2.0%
Sr. High Yearbook Advisor	8.0%
Jr. High Yearbook Advisor	2.0%
Special Needs Coordinator	½ - 5.0%
Special Needs Coordinator	½ - 5.0%
Academic Advisor (Coach)	
Fall	3.0%
Winter	4.0%
Spring	3.0%
NCA Chairperson	4.0%

Driver Training

1st year p/hr	\$19.50
2nd year p/hr	\$21.00
3rd year p/hr	\$22.00

Summer School Teaching

1st year p/hr	\$19.50
2nd year p/hr	\$21.00
3rd year p/hr	\$22.00
Assigned Tutoring	\$19.50 per hour
Assigned Curriculum Work	\$19.50 per hour
Auditorium Manager	\$22.00 per hour
Dual Enrollment Stipend	\$500.00 per semester course

Schedule B (Cont'd)

Assigned Homebound Instruction:

- Bargaining Unit Members Hourly rate based on
Teacher's salary schedule step
- Non-Bargaining Unit Members \$19.50 per hour

Assigned Interviewing during school year and after teaching hours \$15.00 per hour

Lead Alternative Education Teacher when no on-site building principal 7.0%

Substitute teaching during Planning time An hourly rate = to 1/5 of the daily substitute teacher pay **

** When a substitute teacher cannot be secured in a team setting, the remaining team member(s) who teach(es) the absent teacher's students will be compensated at the rate of the daily substitute teacher rate divided by five (5) hours for the number of hours taught, not to exceed five (5) hours per day. If the team consists of more than two (2) teachers, with one teacher being absent, the remaining teachers will specify how the hours shall be divided between them while they teach the absent teacher's students, not to exceed five (5) hours. In no event shall the board be required to pay more than the daily substitute teacher rate for any day that a teacher is absent, regardless of the number of teachers who may share in the division of this compensation. It shall be the responsibility of the teachers to complete a payroll request for this compensation that specified the division between them.

5. Outdoor Education

Sixty dollars (\$60.00) per day for those teachers in the bargaining unit assigned to the outdoor education program and only for those days in which they are gone overnight. (The Board is currently paying mileage).

APPENDIX 1

SOUTH HAVEN PUBLIC SCHOOLS 2007-2008 School Year Calendar

Aug. 27 – Aug. 29	Teacher In-Service Days
Aug. 30 – Sept. 3	No School
Sept. 4	First day for students
Oct. 22	No School – Staff Development
Nov. 13	Parent/Teacher Conferences <ul style="list-style-type: none"> ▪ Students attend all day ▪ Conferences (5 p.m. – 8 p.m.)
Nov. 14	Parent/Teacher Conferences <ul style="list-style-type: none"> ▪ Students attend ½ day in the a.m. ▪ Parent Conferences p.m.
Nov. 15	Parent/Teacher Conferences <ul style="list-style-type: none"> ▪ Students attend all day ▪ Conferences (5 p.m. – 8 p.m.)
Nov. 21	No School – Comp. for Parent/Teacher Conferences
Nov. 22 and 23	No School – Thanksgiving
Dec. 24 – Jan. 4	Winter Break
Jan. 21	Martin Luther King Day – No School
	Staff In-Service – Flex Day
Jan. 23	High School students attend A.M. only – exams
Jan. 24	All students attend A.M. only – exams, records
Jan. 25	All students attend A.M. only – exams, records
Feb. 25	Mid-Winter Break
Mar. 21	Good Friday – No School
April 7 – April 11	Spring Break – No School
May 26	Memorial Day – No School
June 6*	Last Day of School

* *Last day of school is tentative for now.*

1 st Marking Period	September 4 – November 2	43 days
2 nd Marking Period	November 5 – January 25	46 days
3 rd Marking Period	January 28 – March 28	43 days
4 th Marking Period	March 31 – June 6	44 days

SOUTH HAVEN PUBLIC SCHOOLS
2008-2009 School Year Calendar

Aug. 25 – Aug. 27	Teacher In-Service Days
Aug. 28 – Sept. 1	No School
Sept. 2	First day for students
Oct. 20	No School – Staff Development
Nov. 11	Parent/Teacher Conferences <ul style="list-style-type: none"> ▪ Students attend all day ▪ Conferences (5 p.m. – 8 p.m.)
Nov. 12	Parent/Teacher Conferences <ul style="list-style-type: none"> ▪ Students attend ½ day in the a.m. ▪ Parent Conferences p.m.
Nov. 13	Parent/Teacher Conferences <ul style="list-style-type: none"> ▪ Students attend all day ▪ Conferences (5 p.m. – 8 p.m.)
Nov. 26	No School – Comp. for Parent/Teacher Conferences
Nov. 27 and 28	No School – Thanksgiving
Dec. 22 – Jan. 2	Winter Break
Jan. 19	Martin Luther King Day – No School
	Staff In-Service – Flex Day
Jan. 21	High School students attend A.M. only – exams
Jan. 22	All students attend A.M. only – exams, records
Jan. 23	All students attend A.M. only – exams, records
Feb. 23	Mid-Winter Break
April 6 – April 10	Spring Break – No School
May 25	Memorial Day – No School
June 2	High School students attend A.M. only – exams
June 3	All students attend A.M. only – exams, records
June 4	All students attend A.M. only – exams, records
	Last Day of School
176 student days	183 teacher days

SOUTH HAVEN PUBLIC SCHOOLS
2009-2010 School Year Calendar

Aug. 31 – Sept. 2	Teacher In-Service Days
Sept. 3 – Sept. 7	No School
Sept. 8	First day for students
Oct. 19	No School – Staff Development
Nov. 17	Parent/Teacher Conferences <ul style="list-style-type: none"> ▪ Students attend all day ▪ Conferences (5 p.m. – 8 p.m.)
Nov. 18	Parent/Teacher Conferences <ul style="list-style-type: none"> ▪ Students attend ½ day in the a.m. ▪ Parent Conferences p.m.
Nov. 19	Parent/Teacher Conferences <ul style="list-style-type: none"> ▪ Students attend all day ▪ Conferences (5 p.m. – 8 p.m.)
Nov. 25	No School – Comp. for Parent/Teacher Conferences
Nov. 26 and 27	No School – Thanksgiving
Dec. 21 – Jan. 1	Winter Break
Jan. 18	Martin Luther King Day – No School
	Staff In-Service – Flex Day
Jan. 27	High School students attend A.M. only – exams
Jan. 28	All students attend A.M. only – exams, records
Jan. 29	All students attend A.M. only – exams, records
Feb. 22	Mid-Winter Break
April 2	Good Friday – No School
April 5 – April 9	Spring Break – No School
May 31	Memorial Day – No School
June 9	High School students attend A.M. only – exams
June 10	All students attend A.M. only – exams, records
June 11	All students attend A.M. only – exams, records
	Last Day of School
176 student days	183 teacher days

APPENDIX 2

Professional Development

A. Flexible Professional Development

Each teacher shall complete twelve (12) hours of flexible professional development in lieu of professional development in January on Martin Luther King Holiday and one day prior to the start of school. Neither students nor teachers shall attend school on such date. Each teacher must submit the completion form to the building principal on or before May 31 of the current school year as a condition of being compensated for two (2) duty days. Any teacher who fails to complete six (6) hours of flexible professional development or who fails to submit the completion form by May 31 of the current school year shall forfeit one day of duty pay, any teacher failing to complete twelve (12) hours of flexible professional development shall forfeit two (2) days of duty pay, and any teacher completing more than six (6) hours but less than twelve (12) shall forfeit one day duty pay.

B. Professional Development Guidelines

These are the Professional Development (PD) Guidelines for the implementation of “flex day” staff development beginning with the 2007-2008 school year. PD activities are reported to the Michigan Department of Education (MDE) each June. The time frame for reporting PD hours will be June 1 to May 31, of the current school year. The focus for PD activities should match up with the following questions:

- “Does it serve to increase student achievement?”
- “Does the district in some way support the outcomes of the professional development activity?”
- “Does it align with your building school improvement plan?”
- “Is it planned and intensive?”

C. Parameters of Flex Day Staff Development:

1. The activity must take place outside of the teacher’s contractual hours.
2. Each PD activity must be pre-approved by the building principal.
3. Each PD activity must be a minimum of one (1) hour.
4. Travel time may not be used for PD hours.
5. The PD activity must be related to the teacher’s teaching assignment. (activities such as coaching workshops, personal finance, real estate, etc. are examples of activities not included)
6. College or University Coursework will be allowed.
7. Any activity for which the State of Michigan Board of Education grants Continuing Education Units qualifies as a flexible professional development activity.
8. The school district will provide at a minimum four (4) sessions of professional development per semester.

Examples of Allowable Flexible Professional Development (this list is not all-inclusive):

- *Curriculum Development Meetings
- *Study Groups, Action Learning, Lesson Study, Study of Student Work
- *Conference and Workshops
- *Sessions Dedicated to Qualifying for NCA Accreditation
- *College and University Coursework
- *Online Non-Credit Course or Tutorials
- *Technology Training
- *School Improvement Work
- *Distance Learning

The PD information used for flexible professional development needs to be completed by each teacher and turned in to the building administrator on or before May 31 of the current school year. Teachers should use Professional Development Form A to record flexible professional development.

The PD information used for reporting to the MDE for completion of the Registration of Educational Personnel (REP) Form must be completed and turned in to the building administrator at the end of each marking period. Teachers should use Professional Development Form B to record hours reported to the MDE.

The PD information is reported to the MDE by using nine categories. They are listed on the attached form and serve to keep track of PD hours in each category.

**South Haven Public Schools
Professional Development**

- | | |
|--|---|
| <p>1. SIP - Individual Professional Dev. Plan _____ Hours.
(small group of professional colleagues)
Participation in school or district formal study group related to school improvement plan.</p> <p>3. WC - District Workshop/Conference _____ Hours
(professional growth)
Workshop or Conference</p> <p>5. CW - College / University Classes _____ Hours
Coursework at college or university.
Continuing education courses taken for credit experiences.</p> <p>7. WC - Math/Science Center Workshops _____ Hours</p> <p>9. WC - Technology Training _____ Hours
Workshop or Conference</p> | <p>2. SIP - School Improvement Plan _____ Hours
(school or district formal study groups)
Participation in school or district formal study group related to school improvement plan. Curriculum Committees.</p> <p>4. WC- ISD Workshop/Conference _____ Hours
(professional growth)
Workshop or Conference</p> <p>6. VL - Online Workshops _____ Hours
Professional Development acquired by on-line delivery at an institution of higher education.</p> <p>8. CS - State/Regional Assoc. Conferences _____ Hours
State level or institution of higher education.
Content specific service or committee.</p> <p>10. VL - Distance Learning _____ Hours
Professional Development acquired by a distance learning experience.</p> |
|--|---|

Name (please print) _____

Signature _____

Building _____

Year _____

Building Administrator Signature _____

**South Haven Public Schools
Flexible Professional Development Log**

Name of Teacher _____

Building _____

Date	Workshop/Activity	Goal/Intended Outcome of Activity	Number of Hours (Min. 1 hour increments)	Admin. Approval	Verification of Completion

Requirement: Participation in 6 hours of pre-approved professional development in accordance with the teacher master agreement.
Flexible Professional Development should have a potential outcome of affecting students and student learning.

THIS FORM MUST BE SUBMITTED TO THE BUILDING ADMINISTRATOR BY MAY 31

Signature of Teacher _____

Received by Administrator on _____

Signature of Administrator _____

APPENDIX 3

TEACHER EVALUATION FORM PERFORMANCE REVIEW

DATE: _____

OBSERVATION DATES:

TEACHER: _____

Pre-conference Date: _____

Observation Dates: _____

EVALUATOR: _____

Post conference Date: _____

Comments must be included whenever NO is checked.

Meets Standards		Not Observed	
YES	NO		
			<p>1. Meets and instructs assigned classes in the location and at the times designated.</p> <p>SAMPLE INDICATORS</p> <p>A. Makes efficient use of instructional time.</p> <p>B. Is at his/her place of assignment whenever student supervision is necessary.</p> <p>C. Arrives and leaves work at the contracted time each day.</p>
COMMENTS:			
			<p>2. Plans a program of study as prescribed by the district that, as much as possible, meets the individual needs and abilities of the students.</p> <p>SAMPLE INDICATORS</p> <p>A. Teacher stimulates the thinking, inquiry, and curiosity of students to promote learning.</p> <p>B. Teacher demonstrates concern for the learning of students within the class.</p> <p>C. Accommodations made for special needs students.</p>
COMMENTS:			
			<p>3. Creates a classroom environment that is conducive to learning and appropriate to the maturity and interests of students.</p> <p>SAMPLE INDICATORS</p> <p>A. Student desks and materials arranged in an instructionally appropriate manner.</p> <p>B. Bulletin boards and displays reflect classroom instruction.</p> <p>C. Provides opportunities for students to express views and ideas related to the curriculum in an orderly and non-threatening environment.</p> <p>D. Maintains classroom control in a consistent respectful manner.</p> <p>E. Students are provided the opportunity to participate in learning activities.</p>
COMMENTS:			

Meets Standards		Not Observed	
YES	NO		
			4. Prepares for classes assigned and shows evidence of preparation upon request of immediate supervisor. SAMPLE INDICATORS A. Students are engaged in productive learning activities. B. Lesson plans reflect objective of lesson, materials needed, and method of assessment.
COMMENTS:			
			5. Encourages students to set and maintain standards of classroom behavior. SAMPLE INDICATORS A. Teacher maintains classroom behavior conducive to learning. B. Models and encourages respect, acceptance, and concern for everyone in the classroom. C. Classroom rules are posted and/or included in course syllabus.
COMMENTS:			
			6. Guides the learning process toward the achievement of curriculum goals and, in harmony with the goals, establishes clear objectives for all lessons, units, projects and the like to communicate these objectives to students. SAMPLE INDICATORS A. Provides reinforcing or enriching activities for students who complete and master assigned work quickly and easily. B. Provides assistance and encouragement. C. Encourages student self assessment and self improvement. D. Implements strategies to promote student achievement of objectives.
COMMENTS:			
			7. Employs a variety of instructional techniques and instructional media consistent with the physical limitations of the location provided and the needs and capabilities of the individuals or student groups involved. SAMPLE INDICATORS A. Program for Effective Teaching B. Cooperative learning C. Mastery learning D. Small group instruction and/or whole group instruction. E. Transition from activities and lessons to others are effective and reflect planning. F. Techniques consistent with SHPS staff development.
COMMENTS:			

Comments must be included whenever NO is checked.

Meets Standards		Not Observed	<u>Comments must be included whenever <i>NO</i> is checked.</u>
YES	NO		
			8. Implements instruction and actions that reflect the district philosophy of education, instructional goals, and objectives. SAMPLE INDICATORS A. Identifies learning needs and abilities of each student. B. Demonstrates a belief that all students can learn. C. Uses a variety of strategies to assure success for all students. D. Incorporates adopted district delivery systems.
COMMENTS:			
			9. Assesses the accomplishments of students on a regular basis, provides progress reports, as required, and maintains two way communication with student's parents/guardians. SAMPLE INDICATORS A. Maintains records which describe student performance. B. Responds to parents requests in a professional and courteous fashion. C. Utilizes letters, notes, telephone calls, and conferences to discuss academic and social issues.
COMMENTS:			
			10. Maintains a collaborative professional relationship with students, staff, administration, and parents. SAMPLE INDICATORS A. Opportunities provided for parents to share their ideas and concerns. B. Works with other staff to attain objectives of the team, grade, department, and school. C. Participates/assists in school activities during contractual hours. D. Contributes to the maintenance of discipline outside the classroom. E. Maintains a professional relationship with all staff members. F. Positive participation in a teaming environment.
COMMENTS:			
			11. Seeks the assistance of specialists when needed to identify the need of students. SAMPLE INDICATORS A. Students referred to school specialists as needed. B. Works with school's child study team to make appropriate accommodations.
COMMENTS:			

Comments must be included whenever *NO* is checked.

Meets Standards		Not Observed	
YES	NO		
			12. Takes precautions to protect equipment, materials, and facilities.
COMMENTS:			SAMPLE INDICATORS A. Encourages and models maintaining an orderly classroom. B. Attempts to protect equipment, desks, and materials. C. Models respect for facilities, equipment, and materials. D. Students are supervised.
			13. Maintains accurate, complete and correct records as required by law, district policy, and administrative regulation.
COMMENTS:			SAMPLE INDICATORS A. Grades & attendance are current and available for review. B. Lesson plans are current and available for review. C. Turns in attendance, eligibility records and grades promptly. D. Turns in reports on time.
			14. Assists the administration in implementing and enforcing all school policies and rules governing student life and conduct, and, for the classroom, develops rules of classroom behavior and procedure and maintains order in the classroom in a fair and just manner.
COMMENTS:			SAMPLE INDICATORS A. Classroom rules are evident. B. Generally students exercise self control. C. Respect is evident in the classroom. D. Understands, supports and carries out school policy.
			15. Makes reasonable provisions for being available to students and parents for education-related purposes outside the instructional day.
COMMENTS:			SAMPLE INDICATORS A. Speaks with parents, either by phone or face to face, or as situations warrant. B. Provides extra assistance to students, either before/after school, or during non instruction time. C. Initiates and/or provides ongoing communication with parents.
			16. Plans and supervises purposeful assignments for learning assistant(s) and volunteer(s).
COMMENTS:			SAMPLE INDICATORS A. Actively involves learning assistant(s) in daily classroom experiences.

Meets Standards		Not Observed	<u>Comments must be included whenever <i>NO</i> is checked.</u>
YES	NO		
			17. Maintains ongoing staff development to improve professional competence.
COMMENTS:			SAMPLE INDICATORS A. Actively participates in staff development activities. B. Is a contributing participant in staff development activities.
			18. Attends staff meetings and serves on staff committees as required.
COMMENTS:			SAMPLE INDICATORS A. Is willing to participate in curriculum development and revision committees. B. Attends staff meetings, arrives on time, and does not leave early. C. Attends special meetings as requested.

Attach written notes for observation.

PERFORMANCE REVIEW SUMMARY

The following items were reviewed, based on a summary of the observation cycles, staff development and IDP (when applicable) generated through this assessment:

Professional Areas of Strength:
Professional Areas of Concern
Strategies to Improve Professional Performance:
Recommendation for Employment:
<input type="checkbox"/> Continue on Probationary Status <input type="checkbox"/> Continue with Tenure <input type="checkbox"/> For tenured teacher only - Evaluation Unsatisfactory - Develop IDP <input type="checkbox"/> Terminate Employment

My signature below indicates that the Performance Review Summary was conducted. It further indicates that my input is reflected in the IDP (when applicable) referred to above. I understand that if there are items which are not included in either the IDP or this Performance Review that I think should be included, I may submit those in writing within ten days of the Performance Review.

Teacher Signature: _____ Date: _____

Administrator Signature: _____ Date: _____

APPENDIX 4

SOUTH HAVEN GRIEVANCE REPORT FORM

Procedure (1) (2) (3)

Date Filed _____

(Circle one to indicate level of Grievance)

Grievance No. _____

Name of Grievant	Building	Assignment

A. Date cause of grievance occurred: _____

B. Relevant contract provisions: _____

C. Statement of grievant's claim (detailed statement of facts upon which grievance is based – use additional pages if necessary):

D. Relief desired: _____

Signature _____ Date _____

Date Received _____

E. Disposition by the appropriate administrator (attach additional pages if necessary):

Signature _____ Date _____

South Haven Public Schools
and
VBCEA/South Haven Education Association

COLLECTIVE BARGAINING AGREEMENT

August 23, 2007 – August 22, 2010

The South Haven Public Schools and the South Haven Education Association agree that they shall not discriminate in their policies and practices with respect to compensation, terms or conditions of employment, or educational opportunity because on an individual's race, color, religion, sex, national origin, age, height, weight, marital status, political belief, or disability.

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