

MASTER AGREEMENT
between the
REETHS-PUFFER EDUCATION ASSOCIATION
and the
REETHS-PUFFER BOARD OF EDUCATION

September 1, 2005 - August 31, 2007

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REETHS-PUFFER PUBLIC SCHOOLS AGREEMENT

This Agreement entered into by and between the Board of Education of the Reeths-Puffer School District, Muskegon, Michigan, hereinafter called the "Board" and the Reeths-Puffer Education Association, hereinafter called the "Association."

WITNESSETH

WHEREAS, the Board and the Association recognize and declare that providing a quality education for the children of the Reeths-Puffer District is their mutual aim and that the character of such education depends predominately upon the quality and morale of the teaching service; and

WHEREAS, the members of the teaching profession are particularly qualified to assist in formulating policies and programs designed to improve educational standards; and

WHEREAS, the Board and the Association subscribe to the principles of equal employment opportunity; and

WHEREAS, the Board and the Association have a statutory obligation, pursuant to the Public Employment Relations Act, to bargain with respect to hours, wages, terms and conditions of employment; and

WHEREAS, the parties, following extended and deliberate professional negotiations, have reached certain understandings which they desire to memorialize.

In consideration of the following mutual covenants, it is hereby agreed as follows:

ARTICLE 1 **RECOGNITION**

- A. The Board hereby recognizes the Association as the exclusive bargaining representative, as defined in the Public Employment Relations Act, as amended, for all professional and/or certified personnel, including guidance counselors, librarians, school psychologists, school social workers and therapists, whether employed on a full-time basis, part-time basis, alternative education, excluding daily substitute teachers, community school employees, supervisory and executive personnel. It is further agreed that any new professional and/or certified position(s) shall automatically accrue to the bargaining unit unless the parties agree that the new position(s) properly belongs in such excluded category as above outlined. Should a dispute arise over the placement of a new position, the disputing part may seek a ruling from the Michigan Employment Relations Commission for clarification. The term teacher, when used hereinafter in this Agreement, shall refer to all employees represented by the Association. The bargaining unit shall be as defined above, and reference to male teachers shall include reference to all teachers.
- B. The Board agrees not to negotiate with any teacher's organization other than the Association for the duration of this Agreement. Nothing contained herein shall be construed to prevent any individual teacher from presenting a grievance and have the grievance adjusted without intervention of the Association, if the adjustment is not

inconsistent with or in violation of the terms of this Agreement, and further providing that the Association's rights to be present at such adjustment and/or resolution has not been abridged or denied.

ARTICLE 2
TEACHER AND ASSOCIATION RIGHTS

A. Pursuant to the Public Employment Relations Act (PERA), the Board hereby agrees that every employee of the Board shall have the right freely to organize, join and support the Association for the purpose of engaging in collective bargaining or negotiation and other concerted activities for mutual aid and protection. As a duly elected body exercising governmental power and under color of the law of the State of Michigan, the Board undertakes and agrees that it will not directly or indirectly discourage or deprive or coerce any teacher in the enjoyment of any rights conferred by PERA or other laws of Michigan or the Constitutions of Michigan and the United States; that it will not discriminate against any teacher with respect to hours, wages or any terms or conditions of employment by reason of his membership in the Association, his participation in any activities of the Association or collective professional negotiations with the Board, or his institution of any grievance, complaint or proceeding under this Agreement or otherwise with respect to any terms or conditions of employment.

B. With respect to any School Improvement Plan as required by Section 1277 of the Revised School Code, it is agreed as follows:

1. All matters pertaining to wages, hours, and other terms and conditions of employment, including the negotiation of an agreement on behalf of the employees shall be the sole responsibility of the Reeths-Puffer Education Association.

Any plans, strategies, or objectives which conflict with the Master Agreement will require mutual agreement between the Reeths-Puffer Education Association and the Reeths-Puffer Board of Education.

2. The Reeths-Puffer Education Association shall approve any and all teacher representatives to any district or building committee formed for the purpose of School Improvement, Site Based Decision Making, Building Level Decision Making, etc.

3. The Association and Superintendent shall discuss and recommend teacher representatives to the Curriculum Coordinating Council. The Reeths-Puffer Education Association representative shall be the President of the Association or his/her chosen designee. If the Association President designates a representative, that decision will be made after consultation with the Superintendent. The final selection of the other teacher representatives shall be the prerogative of the Superintendent.

4. The participation in the above mentioned committees or councils shall be voluntary on the part of the bargaining unit members.

- C. The Association and its representatives shall have the right to use school buildings at any time in accordance with regular scheduling procedures for meetings provided that when special custodial service is required the Board may make a reasonable charge therefor. No charge shall be made for use of schoolrooms before the commencement of the school day nor until 6:00 p.m.
- D. The Association and its representatives shall have the right to use school facilities and equipment for Association business in the building in which it is located, including available technology at reasonable times, when such equipment is not otherwise in use. The Association shall pay for the reasonable cost of all materials and supplies incident to such use. The person operating each piece of equipment shall be trained to operate that machine prior to the use.
- E. Duly authorized representatives of the Association and their respective affiliates shall be permitted to transact official Association business on school property during school hours provided that this shall not interfere with scheduled assignments. Interfering with scheduled assignments means diverting the teacher who is directly responsible for student(s) at that time.
- F. The Association shall have the exclusive right to post notices of activities and matters of Association concern on one teacher bulletin board for each building. The Board will furnish this equipment, the location of which will not replace an existing bulletin board. The Association may use the district mail service and teacher mailboxes for communications to teachers concerning Association business. Association members who have been given access to the District's network may use the electronic mail service for communications pertaining to Association business.
- G. The Board agrees to furnish the Association in response to reasonable requests from time to time all available information concerning the financial resources of the district, including, but not limited to: annual financial reports and audits, register of certified personnel, agendas and minutes of all Board meetings, treasurer's reports, census and membership data, names and addresses of all teachers, and such other information as will assist the Association in developing intelligent, accurate, information and constructive programs on behalf of the teachers and their students.
- H. The Board may consult with the Association on any new or modified fiscal, budgetary or tax program, construction programs or major revisions of educational policy, which are proposed or under consideration and the Association may be given opportunity to advise the Board with respect to said matters prior to their adoption and/or general publication.
- I. The teachers shall be entitled to full rights of citizenship and no religious or political activities of any teacher or the lack thereof shall be grounds for any discipline or discrimination with respect to the professional employment of such teacher.
- J. No teacher shall be prevented from wearing insignia, pins, or other identification of membership in the Association either on or off the school premises.
- K. No teacher shall be discharged, disciplined, reprimanded, reduced in rank or compensation or deprived of any professional advantage without just cause. Any such

discipline shall be subject to the grievance procedure hereinafter set forth, including arbitration. Procedures regarding all such action as outlined here shall be:

1. Prior to initiating any measure against a teacher as described in ¶ K above, the Board shall inform said teacher of his rights to representation by the Association.
 2. Should the teacher request representation by the Association, all action by the Board regarding the matter or matters shall be deferred for a least forty-eight (48) hours to allow such Association representatives, as determined by the teacher, to be present. In instances involving such issues where the continued presence of the teacher could reasonably be assumed to cause and/or immediately threaten the welfare of the student(s), the administration may temporarily suspend the teacher with pay pending further investigation in accordance with this section. The Association specifically reserves the right to utilize the grievance procedure should such administrative action authorized herein not be deemed proper and necessary.
 3. Prior to any meeting called by the Board to discuss such matter or matters and, in time to allow for an adequate review, the Board shall provide the Association and the teacher with full particulars, including written documentation when applicable, of the matter or matters in question.
- L. A teacher with or without his representative(s) will be allowed to review his official personnel file under the supervision of the Superintendent or his designee.
- M. The President and President-elect of the Association shall be provided with a direct dial telephone in their classrooms and entry keys for their respective buildings for the purpose of conducting the business of the Association.

ARTICLE 3

BOARD OF EDUCATION RIGHTS

The Association recognizes that the Board has the responsibility and authority to manage and direct all the operations and activities of the District to the full extent authorized by law, and that such rights and responsibilities shall be exercised by the Board in conformity with provisions of this Agreement. All rights and privileges that are not restricted or abridged by this Agreement are reserved to the Board.

- A. The Board, on its own behalf and on behalf of the electors of the school district, hereby retains and reserves unto itself, without limitations, 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/or the United States.
- B. The Association recognizes that the Board may invoke appropriate disciplinary action in situations where teachers fail to adhere to the terms and conditions of employment herein outlined or to reasonable rules, regulations and policies of the Board.
- C. The Board shall manage and control its business, its equipment and its operation and to direct the working force and affairs of the school district.

- D. The Board shall hire all teachers and determine their qualifications subject to the provision of the law.
- E. The Board shall establish levels 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.
- F. The Board shall determine the services, supplies and equipment necessary to continue its operation and to determine all methods and means of distributing, disseminating, and/or selling its services, methods, schedules and standards of operation; the means, methods, and processes of carrying on the work, including automation or contracting thereof, or changes therein; the institution of new and/or improved methods or changes therein.
- G. The Board shall adopt rules and regulations.
- H. The Board shall determine financial policies and accounting procedures.
- I. The Board shall determine the number and location or relocation of its facilities, including the establishment or relocation of new schools, buildings, departments, divisions or subdivisions thereof, and the relocation or closing of offices, departments, divisions or subdivisions, buildings or other facilities.
- J. The exercise of the foregoing powers, rights, authority, duties and responsibilities by the Board shall be limited only by the terms and provisions of this agreement, state and federal laws and/or the constitutions of the State of Michigan and/or the United States of America.

ARTICLE 4
ASSOCIATION DUES OR FEES AND PAYROLL DEDUCTIONS

- 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 dues, assessments and contributions in the Association which sum shall be in such amount as established by the Association. Such authorization shall continue in effect from year to year unless revoked according to the procedures outlined in the RPEA/MEA/NEA Constitution and By-laws. Pursuant to such authorization, the Board shall deduct one-twentieth of such dues, assessments and contributions from the regular salary check of the teacher beginning with the second pay in September annually. Any teacher who shall not perform services for any entire month of the school year shall have his/her dues reduced proportionally for each entire month he/she did not work, except where failure to perform services during any month was the result of the teacher taking any paid leave of absence or sick leave provided for in this contract.
- B. The Association recognizes its responsibility to provide the Board's designated financial official a continuous membership list on or before August 15th of each school year.
- C. The Association will notify the school payroll office two (2) weeks prior to the second pay period in September annually as to the amount of yearly dues to be deducted from the

teacher's salary. The Human Resources Office will notify the Association President and Treasurer of all bargaining unit members on unpaid leave exceeding one month.

- D.
1. Each bargaining unit member, as a condition of employment, (1) within thirty calendar days of the beginning of their employment shall have joined the Association and authorized deduction of membership dues pursuant to subsection 301.1, or (2) pay a service fee to the Association, pursuant to the Association's "Policy regarding objections to political-ideological expenditures" and the administrative procedures adopted pursuant to that policy. The service fee shall not exceed the amount of Association dues collected from the Association members. The bargaining unit member may authorize payroll deduction for such fee. In the event that the bargaining unit member shall not pay such service fee directly to the Association, or authorize payment through payroll deduction, the employer shall pursuant to MCLA 408.477; MSA 17.277(7) and at the request of the Association, deduct the service fee from the bargaining unit member's wages and remit same to the Association. Payroll deductions made pursuant to this provision shall be made in equal amounts, as nearly as may be from the paychecks of each bargaining unit member.
 2. Pursuant to Chicago Teachers Union v Hudson, 106 S Ct 1066 (1986), the Association has established a "policy regarding objections to political-ideological expenditures." That policy, and the administrative procedures (including the timetable for payment) pursuant thereto, applies only to non-Association bargaining unit members. The remedies set forth in that policy shall be exclusive, and unless and until such procedures, including any administrative or judicial review thereof, shall have been availed and/or exhausted, no dispute, claim or complaint by an objecting bargaining unit member concerning the application and interpretation of this section shall be subject to the grievance procedure set forth in this Agreement.
 3. Due to certain requirements established in recent court decisions, the parties acknowledge that the amount of the fee charged to non-members along with other required information may not be available and transmitted to non-members until mid school year (December, January or February). Consequently, the parties agree that the procedures in this section relating to the payment or non-payment of the representation fee by non-members shall be activated thirty (30) days following the Association's notification to non-members of the fee for that given school year.
 4. In the event of any legal action against the employer brought in a court or administrative agency because of its compliance with this Article, the Association agrees to defend such action, at its own expense and through its own counsel, provided:
 - a. The employer gives full and complete cooperation to the Association and permits the Association intervention as a party if it so desires, and
 - b. The employer gives full and complete cooperation to the Association and its counsel in securing and giving evidence, obtaining witnesses, and making relevant information available at both trial and appellate levels.

The Association agrees that in any action so defended, it will indemnify and hold harmless the employer from any liability for damages and costs imposed by a final judgment of a court or administrative agency as a direct consequence of the employer's compliance with this Article, but this does not include any liability for unemployment compensation paid under the Michigan Employment Security Act.

- E. For long term substitute teachers: beginning the 61st calendar day of employment in the same assignment and continuing through the end of said assignment shall be subject to full compliance with all provisions in this Article. The Board shall notify the Association President and Treasurer of all long-term substitute teachers exceeding sixty (60) days in the same assignment during a school year.
- F. Other Deductions.
 - 1. Payroll deductions will also be available to teachers on a mutually agreed basis for the Muskegon County Education Employees Credit Union, for the United Way, for the MEA insurance premiums, and for the annuity programs. Annuity carriers are limited to those companies who have a minimum of five (5) Reeths-Puffer employees participating and present carriers. Effective September 1, 2002, new annuity carriers must have a minimum of ten (10) participating employees.
 - 2. The board agrees to remit all annuity payments to the participating carriers within three (3) days of the close of each pay period.
- G. The Board agrees to promptly remit to the Association through direct deposit to the Association's designated bank account on the same day as payroll checks are distributed, all dues, assessments and fees deducted in accordance with those procedures as outlined in Section A of this article.
- H. This Article shall be effective retroactively to the date of this Agreement, and all sums payable hereunder shall be determined from said date.
- I. The Board shall not be liable for any errors or losses in the administration of this Article unless it is shown that the Board or its agents were negligent in the care and handling of the moneys involved.

ARTICLE 5
TEACHING CONDITIONS

- A. The Association agrees that teachers as professionals are expected to give competent instruction and provide adequate directions to students. Instructional staff shall have written lesson plans available in the classroom and available to the building administrator upon request. It is further understood, that the building administrator will not collect these plans weekly or enmasse. In addition, the teacher will have available in his/her room seating charts, rules and regulations for the operation of the classroom, and other materials necessary to class management.
- B. Under no conditions shall a teacher be required to drive a school bus.
- C. The Board shall make available in each school adequate lunchroom, restroom and lavatory facilities for teacher use.
- D. Existing telephone facilities shall be made available to teachers for their reasonable use. Personal long distance calls may not be charged to school phones. Personal long distance calls may be made and billed to the home phone of the teacher.
- E. Adequate off-street parking facilities shall be provided and properly maintained and identified for teacher use.
- F. Provisions for above named facilities will be made in all future buildings.
- G. The Association agrees that the management of the students during the school day is an integral part of every teacher's duty and further agrees to take effective action to promote conditions on school property which are conducive to good discipline.

ARTICLE 6
HOURS

- A. Teachers shall not be required to report more than two (2) work days prior to the beginning of classes. Teachers new to the system shall not be required to report more than four (4) work days prior to the beginning of classes.
- B. Due to changing student population growth and with the need to use the school buildings in as efficient manner as possible, it is not feasible to tie down starting and ending hours specifically. However, in no event shall any teacher be assigned a longer school day than the one presently in existence.

C. Teachers must report for duty by the following schedules:

	<u>Report By</u>	<u>Leave No Earlier Than</u>
High School	7:45	3:00
Middle School	7:40	2:55
Intermediate School	7:40	2:55
Elementary Schools	8:30**	3:45*

*The daily report time may be adjusted by the principal and building staff.

**Contingent on preparation time remaining at not less than 135 minutes/week.

The parties recognize that the reduction in the number of student attendance days reflected in the 2005-2006 and 2006-2007 Calendars (Appendix I) will require an increase in student instruction time within the teacher work day in order for the District to receive full per pupil and categorical appropriations under the State School Aid Act.

D. One (1) school day per month shall be set aside for a staff meeting. This meeting shall occur outside the regular teacher work day, will be devoted to administrative matters and shall not exceed forty (40) minutes in duration. The parties agree that a building principal may call additional staff meetings within the normal school day in case of emergency, with emergency being strictly defined as a situation beyond the control of either the Board or the Administration and one requiring the immediate presence of affected teachers.

Other meetings outside the regular teacher work day shall be dedicated to professional development, including school accreditation and school improvement purposes, according to the following provisions:

1. All faculty members are to be in attendance at professional development meetings held outside of school hours provided that teachers shall not be required to report on the Martin Luther King holiday. Proper exceptions will be made for bargaining unit members absent due to illness, other approved leaves or conflicts due to previously scheduled District athletic competition in which the teacher has coaching responsibilities.
2. The content and extent of professional development meetings shall include school improvement, school accreditation and other purposes that satisfy the substantive requisites for professional development time for compliance with Section 1527 of the Revised School Code as well to be counted as pupil instruction time under Section 101 of the State School Aid (or their successor provisions).
3. Faculty members within a building and the building principal may mutually agree to schedule professional development meetings before or after regular teacher work hours so long as all teachers are required to be in attendance (subject to the provision in Paragraph 2, above) and on the condition that the six (6) hours (in one or two hour blocks) for such meetings are scheduled during the school

year. In developing the 2005-2006 and 2006-2007 calendars the parties agreed to an additional three (3) hours of professional development for the 2005-2006 and 2006-2007 school years to meet the professional development required in ¶ D(2) above. The dates for professional development meetings will be established by the building principal, in consultation with building representatives, by October 1.

Professional developmental meetings referenced in this Article shall be at least sixty (60) minutes in duration.

- E. Teachers are expected to remain for a sufficient period after the close of the school day to attend to those matters which properly require attention at that time, including consultations when scheduled with the teacher, except that on Fridays or on days preceding holidays or vacations, the teacher's day shall end at the close of the pupil's day. Scheduled staff meetings shall be excluded from the above limitations. The above beginning and ending times may be changed to fit scheduling need providing the total time between the start and finish remain the same.
- F. All elementary teachers shall be entitled to a duty free, uninterrupted lunch period of no less than forty (40) consecutive minutes daily. Teachers shall start their lunch as soon as students are brought to the lunch line. Intermediate, Middle School and Senior High teachers shall be entitled to a duty free period of no less than thirty (30) consecutive minutes for lunch [Intermediate, Middle School and Senior High teachers assigned to lunch supervision in lieu of a classroom assignment shall be entitled to twenty-five (25) minutes.]
- G. The Board and the Association agree that teachers in the elementary schools recognize that recess is a necessary part of the educational program of this age group. Recess is defined by each particular building through the cooperative effort of staff and administration thus allowing for the individual differences in size and composition of student bodies. The decision so reached by said staff and administration shall be followed by each teacher.

ARTICLE 7

TEACHING LOADS AND ASSIGNMENTS

- A. The normal weekly teaching load:
 - 1. Senior and Middle School (6 period day) 25 teaching periods and 5 unassigned preparation periods (or the period schedule that was in effect during the 1978-79 school year.)
 - 2. Intermediate School (when operated as secondary-level program) (7 period day) 30 teaching periods and 5 unassigned preparation periods. In the event that the Intermediate School is restructured, the Association will be consulted regarding the impact of any resulting changes in working conditions.

3. Elementary schools:

- a. Elementary teachers shall be provided a minimum of 180 preparation minutes each week exclusive of lunches and recesses. This preparation time shall be scheduled during a student day and in blocks of not less than thirty (30) consecutive minutes. Kindergarten will be prorated.
- b. Any time during which a special teacher is assigned to a classroom, the teacher may use that time for preparation. No departure from these norms, except in case of emergency,* shall be authorized without prior written agreement between the Board or its representative and the Association.

*Emergency, as used in this section, shall be strictly defined as an unforeseen or unexpected development that is beyond the control of the Board.

- c. Substitutes shall be secured for any absent teacher in special subjects which afford preparation time to elementary classroom teachers.
- d. Elementary teachers may use for preparation all time prior to the start of each school day, unless a mandatory meeting or IEPC is scheduled.

4. In the event the foundation grants of the District decreases, for any reason, the Board and the Association agree that the provisions of Article 7, Section A, may be re-negotiated at the request of either party to this Agreement.

- B. Since pupils are entitled to be taught by teachers who are working within their area of competence, teachers shall not be assigned outside the scope of their teaching certificates and their qualifications.

It is the teacher's responsibility to inform the administration of any changes in certification or other employment qualifications.

- 1. "Qualifications" required for assignment under the provisions of this Article, or any other Articles of this Agreement, shall include:
 - a. holding a major or minor in the subject area(s) instructed (grades 7-12) and in special subjects (except technology) in grades K-6); and
 - b. meeting all applicable standards for a "highly qualified" teacher under the No Child Left Behind Act of 2001, including the NCLB Final Regulations, 34 CFR 200.55-200.56, and the Michigan Definition for Identifying High Qualified Teachers (as approved by the State Board of Education) by the effective date of those requirements for the teacher.

2. "Certified" or "certification" shall be defined as the requirement to hold all certificates, endorsements and approvals required by law and/or the Michigan Department of Education Certification Code to serve in the position assigned. It is the teacher's responsibility to file such certificates, endorsements or approvals with the District. The certification status of a teacher on file with the District shall be considered conclusive for all purposes under this Agreement.

The teacher shall provide written notice to the District of any change to his/her certificates, endorsements or approvals after the original filing of same with the District. This shall include notice of any additional endorsements, certificates, renewals, approvals as well as expirations, revocations and any limitations thereon. The teacher shall notify the District and the Association, in writing, in the event that he/she petitions the State Board of Education for the nullification or limitation of his/her certificate, one or more endorsements thereon, or a grade level certification appearing on the certificate.

- C. The parties recognize that the availability of optimum school facilities for both student and teacher is desirable to insure the high quality of education that is the goal of both teachers and the Board. It is also acknowledged that the primary duty and responsibility of the teacher is to teach and that organization of the school and the school day should be directed at insuring that the energy of the teacher is primarily utilized to this end.
- D. The assignment of bargaining unit members to Community Education positions outside of this Agreement will be done on a volunteer basis.
- E. All bargaining unit members shall be given written notice of their assignments for the forthcoming school year no later than August 1. Such notice shall include the grade level and building for elementary teachers; or the work location, schedule and/or department for other teachers. If any changes are effectuated after August 1, the affected teacher shall be notified as soon as possible.
- F. Teacher(s) employed by the Administration to serve as Team Leaders shall be selected in consultation with the Association and compensated in accordance with the provisions of this Agreement.

ARTICLE 8

TRANSFERS, VACANCIES AND PROMOTIONS

- A. The Board recognizes that is desirable in making assignments to consider the interests and aspirations of its teachers.

In the event that a tenured teacher who is required to be "highly qualified" for their assignment (as defined in Article 7 ¶ B of this Agreement) does not attain that status by the conclusion of the 2005-2006 school year, that teacher will be assigned to any concurrently vacant position for which he/she is certified and qualified (as also defined in Article 7 ¶ B of this Agreement). The Board shall not be required to post such vacancy under ¶ C(4) of this Article.

If the tenured teacher cannot be assigned to a concurrently vacant position for which he/she is certified and qualified, due to that teacher's failure to attain the status of a "highly qualified" teacher by the conclusion of the 2005-2006 school year, that teacher may propose to the administration to voluntarily exchange assignments with another bargaining unit member, provided that: (1) both teachers make a written request for the job exchange; and (2) both teachers are certified and qualified for the assignments resulting from the exchange; and (3) the administration approves the job exchange.

If the tenured teacher cannot be placed or reassigned as provided above, he/she shall be placed on layoff under Article 9 of this Agreement and shall have the right to bump or displace the least senior teacher in a position he/she is certified and qualified for. If there is no position for the teacher, he/she shall be laid off and shall have recall rights to the extent provided in Article 9 of this Agreement. Provided, nothing in this provision shall enable a probationary teacher to displace a tenure teacher having less seniority than the probationary teacher, where both teachers are certified and qualified for the same assignment.

B. Transfers:

1. The word "transfer" shall mean a change in assignment.
2. Involuntary transfers may only be made if:
 - a. The teacher's position is eliminated.
 - b. The performance of the teacher has been unsatisfactory.
 - c. When the Association and the Board mutually agree that a layoff may be avoided through transfer of a teacher(s).
 - d. An emergency arises, with emergency being defined as a situation beyond the control of the Board or Administration.
3. If a teacher objects to an involuntary transfer, the dispute may be resolved through the grievance procedure.
4. In the event that an involuntary transfer is necessary because of a position being eliminated, the teacher in the affected grade level (elementary by building) or department (secondary by building and non-grade level assignments) (as applicable), with the least seniority shall be the teacher transferred to an existing vacancy, provided that he/she is certified and qualified for the assignment to which he/she is being transferred.

C. Vacancies

1. "Temporary vacancy" shall mean a bargaining unit position which is open due to a leave of absence or a bargaining unit position which becomes available after August 1st.
2. "Permanent vacancy" shall mean a bargaining unit position newly created (including but not limited to positions created by increased enrollment, revised curriculum, and increased sections at grade or subject levels) or a bargaining unit position the Board intends to fill because of the resignation, retirement, dismissal for cause, or death of the teacher previously assigned to said bargaining unit position.
3. The Board shall not be required to post vacancies (temporary or permanent) that may be filled either through recall of a laid off teacher under Article 9 of this Agreement or through assignment of a displaced teacher under this Article or under Article 9 of this Agreement.
4. Whenever any permanent vacancy exists which is not filled by the recall of a teacher laid off from this school district, the Board shall post the vacancy in each building's teacher lounge or work area for a period of not less than six (6) work days. A copy of the posting shall be forwarded to the Association. Posting of permanent vacancies which occur during the summer months shall be as outlined in this Article.
5. Any teacher may apply for a permanent vacancy. The following factors shall be given consideration in awarding the vacancy:
 - Certification
 - Qualifications, as defined in Article VII of this Agreement
 - Identified special requirements of the position
 - Academic preparation
 - Seniority

All the above criteria being equal, the position shall be awarded to the most senior applicant. In no instance shall an applicant from outside of the District be employed to fill a vacancy for which a teacher in the bargaining unit has applied unless the former's qualifications, such qualifications being as outlined herein, are substantially superior.

6. In filling a temporary vacancy, the following provisions shall govern:
 - a. The vacancy shall first be filled by assignment of a displaced teacher or by recall of a teacher on lay off from this school district, who is certified and qualified for the vacant position.

- b. If there is no teacher on lay off from this school district who is certified and qualified for the vacancy, the Board may fill the vacancy from any source.
 - c. Temporary vacancies will be posted as permanent vacancies, if the position still exists, by the end of the school year.
- D. The Board declares its support of a policy of filling vacancies in supervisory positions from within its own teaching staff.
- E. Teachers interested in vacancies that occur during the summer, shall be made aware of existing vacancies by the following methods:
 - 1. A secured posting board in the Educational Services Building.
 - 2. Calls may be placed to the Personnel Office for current vacancies. The District shall maintain an employment hotline which shall list all current teaching vacancies. The hotline number shall be provided to teachers at least twice yearly.
 - 3. Those unable to contact the Personnel Office, may make written application, filed with the Personnel Office for potential openings. Forms are available in the Personnel Office.
- F. If special talents or expertise needed for the implementation of a new program(s) are not available within the school district teaching staff, teachers from the bargaining unit shall be given opportunities to seek additional training to fulfill the requirements for the position(s) providing such training can be completed in time to meet the starting date of the new program(s).
- G. Subcontracting: Prior to the time the Board contracts services or utilizes non-bargaining unit personnel to perform bargaining unit work, the Board shall
 - 1. Offer recall to all eligible employees.
 - 2. Return an eligible employee from a leave of absence.
 - 3. Post such position for consideration by other employees in the bargaining unit.
- H. A teacher who has been employed by the District less than four (4) years may not request a transfer under the provisions of this Article unless that teacher has been involuntarily transferred due to position elimination under ¶ B(2)(c) or ¶ B(4) of this Article.

ARTICLE 9
LAYOFF AND RECALL

- A. Personnel reduction or lay off** shall mean a reduction in the bargaining unit staff because of program elimination*, program reduction, loss of student enrollment, for economic reasons or consolidation of the school district with one or more other school districts.

*Provided that such elimination is for reasons other than to discriminate against an individual teacher or teachers.

**It is acknowledged by both parties that, with proper notification, a probationary teacher may be laid off, if necessary to facilitate the return to active teaching status a tenured and/or more senior teacher from a leave of absence previously obtained under the terms of this Agreement.

- B. No teacher shall be laid off without sixty (60) days prior notification.
- C. The teacher(s) in the specific position(s) being reduced or eliminated shall be the teacher(s) notified of lay off. A teacher notified of lay off shall be assigned to any existing vacancy for which he/she is certified and qualified. If no such vacancy exists, he/she shall have the right to displace another member of the bargaining unit who is the least senior teacher assigned to a position within the teacher's certification and qualifications.

Exempt from lay off or being bumped from the bargaining unit shall be the three (3) members of the Association Grievance Committee, the five (5) members of the Association Negotiations Committee, and the President and President-Elect of the Association provided position(s) remain in the bargaining unit for which such members are certified and qualified as defined in this section.

*Teachers who opt to exercise displacement or placement rights as herein outlined must meet qualifications specified in Article 7 ¶ B of this Agreement.

For purposes of layoff and recall, a certified and qualified tenure teacher has priority over a non-tenure teacher regardless of seniority.

- D. Seniority shall be computed from the last date of hire and shall be defined to mean the amount of time continuously employed as a member of the bargaining unit. Time spent on leave or on lay off shall not be construed as a break in continuous service and seniority shall continue to accrue unless otherwise stated in this contract. The District shall prepare and present to the Association a current seniority list of bargaining unit members prior to October 15 of each year. Accompanying the name of each teacher on the list shall be the date of last hire and each teacher's certification. With the exception of D-1 below, no person other than a member of the bargaining unit shall possess, retain or accrue seniority within the bargaining unit. In the event more than one teacher has

the same first day of work, such seniority ties shall be broken by drawing lots. The Administration and the Association shall mutually determine the procedure to be utilized.

1. Administrators in the District, for purpose of salary schedule placement should a return to membership in the bargaining unit later be effected, shall receive full credit for all years of employment in the District but shall not be placed in any bargaining unit vacancy or position for which a tenure teacher on lay off is certified and qualified to fill (per Tenure Act). Should an administrator be returned to active teaching status, he/she shall be credited for seniority purposes, with only those years during which he was a member of the bargaining unit.
- E. Changes in a teacher's certification or qualifications after the first work day of the next school year following lay off shall not permit the teacher to be recalled by bumping.
- F. Teachers on lay off shall be recalled in order of seniority provided the teacher is certified and qualified as defined in Section C of this Article for the vacancy. Recall rights terminate in the event a tenure teacher is not recalled within four (4) years of the effective date of layoff. Recall rights for probationary teachers shall terminate three(3) years after the effective date of layoff.
- G. The Board shall given written notice of recall from lay off by sending a certified letter to the teacher with a copy sent to the Association President. The teacher shall respond to the notice of recall within seven (7) calendar days of receipt. Refusal or acceptance of a position that is less than full time shall not affect a teacher's recall rights to a full time job.

ARTICLE 10
CLASS SIZE

- A. Because the pupil-teacher ratio is an important aspect of an effective educational program, the parties agree that class size adhere to the following guidelines for a single room:

- | | | |
|----|--|-----------|
| 1. | Kindergarten I | 20 pupils |
| 2. | Grades K2-3 | 25 pupils |
| 3. | Grades 4-6 | 28 pupils |
| 4. | Grades 7-12 | 140 daily |
| 5. | Special classes for students who are eligible for special education services under the Individuals with Disabilities Education Act shall conform to the regulations of the Rules for Special Education Programs and Services issued by the Michigan Department of Education. | |

6. Class size per teacher in the secondary schools shall be 28 students but, in no instance, be more than the equipment and facilities permit in such departments as Industrial Arts, Fine Arts, Homemaking, etc.
 7. Remedial Reading 20 pupils
- B. Exceptions to class size provisions as outlined in A above shall be as follows:
1. Where team teaching is used, class size shall be determined by the principal and teachers involved.
 2. K1-6 guidelines may be exceeded, where necessary, by up to three (3) students. However, whenever these guidelines are exceeded by more than three (3) students in any one class, or daily class load, the maximum shall be considered reached in that elementary class. Any new students to that class shall be assigned to other classrooms in contiguous or shuttle schools. In the event such schools have also reached their maximum, a half-time teacher aide shall be hired and assigned to the affected teacher.
 3. 7-12 guidelines may be exceeded where necessary by up to three (3) students with a maximum daily class load of 143 students.
 4. Class size guidelines shall not apply to music ensembles, physical education classes or study hall.
- C. The parties recognize that children having special physical, mental and emotional disabilities may require specialized classroom experience and that their presence in regular classrooms may place extraordinary and unfair demands upon the teacher. Teachers believing that such students are assigned to their classes may request that these students be referred for evaluation to determine if the student is eligible for special education programs or services. Upon determining that such students require specialized classroom experience, the Board will make every effort to place these students in the appropriate specialized classroom, consistent with the terms of a student's Individualized Education Plan.

In the event special education students are mainstreamed into a regular classroom via the Individualized Educational Planning Committee (IEPC), the parties specifically agree that in each instance of such placement (Mainstreaming) as described herein, the "receiving" classroom teacher, the "sending" special education teacher, and other such special education personnel as are specified by law to serve on the IEPC shall be members of said committee.

ARTICLE 11
PROFESSIONAL COMPENSATION

- A. The salaries of teachers covered by this Agreement are set forth in Schedule A which is attached to and incorporated in this Agreement. Each salary schedule shall remain in effect as appropriate during the term of this Agreement. Teachers new to the District shall not be hired with placement beyond the fifth step of the salary schedule until mutually agreed to, in writing prior to the offer being made, by the Association and the Board. The Association will be provided with a list of those teachers placed beyond the first step.
- B. In case it is necessary to request a teacher to take an extra period or periods of extended [more than ten (10) school days] consecutive teaching assignment(s), and the teacher agrees to same, such teacher shall be compensated during their preparation period: 1/6 of salary as pro-rated. The extra period means a period for which a teacher is unassigned. The teacher taking the extra period shall have this noted as a rider to his/her contract.
- C. Teachers requested to teach, travel or perform work assignments during their daily preparation period and, who voluntarily agree to said teaching or work assignments, shall be paid the summer teaching assignment rate set forth in Schedule C. Upon request, the Association President will be given a copy of the list of all teachers performing these responsibilities, by semester.
- D. Special Education teachers who are required to assist with academic scheduling shall be provided released time for this purpose. In the event this cannot be completed during the regularly scheduled school day, the teacher will be compensated at the summer teaching assignment rate set forth in Schedule C.
- E. Teachers involved in voluntary extra duty assignments as assigned and approved by the Superintendent and set forth in Schedule C, which is attached to and incorporated in this Agreement, shall be compensated in accordance with the provisions of this Agreement without deviation.
- F. Mileage Reimbursement. It shall be the policy of the Board of Education to reimburse all teachers at the mileage rate allowable under Internal Revenue Service regulations relative to business mileage expense. The effective rates for any given school year shall be the rate in effect on July 1, prior to the beginning of that school year.
- G. Credits earned toward lateral placement on the salary schedule must:
1. be in a planned program and earned at an institution accredited as a teaching institution or transferable to such institution;
- or
2. be a graduate level class related to education or related to the employee's field of

instruction and must be earned at an institution accredited as a teaching institution or transferable to such institution. Approval for such classes taken at a non-accredited institution must be obtained prior to taking such credits in a planned program.

3. Any undergraduate classes that are to be taken for lateral placement on the salary schedule must be pre-approved by the Superintendent.
- H. Prior to November 1 annually the District will provide a notice to teachers, whose certificates expire in the ensuing year, reminding them of their obligation to obtain timely renewal of their teaching certificates, renewals, approvals and licenses.

By December 1, the teacher will acknowledge, in writing, to the District that he/she has received the notice on his/her certification renewal status and is aware of his/her obligation to be properly certified for his/her assignment.

ARTICLE 12 **PAID LEAVE**

- A. Sick leave of ten (10) days at the beginning of every school year shall be credited to the sick leave account of each teacher. This benefit will be pro-rated for teachers hired after the beginning of the school year at the rate of one (1) day per month. Each teacher shall be entitled to unlimited days accumulation of the unused portion of each year's sick leave which shall be available in future years.

Sick leave shall be granted in accordance with the schedule specified herein, subject to the following conditions:

1. Personal illness and/or disability.
 2. Illness and/or disability in the immediate family. "Immediate family" is defined to include spouse, child, parent, parent-in-law, brother, sister, grandparent and grandchild. The Board reserves the right to review each case.
 3. Absence by exposure to contagious diseases.
- B. Bereavement: Utilization of such leave shall be for the purpose of attending the funeral or making funeral arrangements in the case of the death of teacher's father, mother, father-in-law, mother-in-law, spouse, children, brother, sister, brother-in-law, sister-in-law, grandparents or grandchildren. This leave shall be for a maximum of five (5) days.
- C. One additional day shall be granted for attending funerals held more than 200 miles from Muskegon.
- D. Funerals: One day leave shall be granted for attending funerals for persons other than in the immediate family.

- E. Jury Duty: When on jury duty the teacher shall submit to the school his full jury duty pay less mileage and meals (the difference between costs and wages). The school will pay the school wages of the teacher in full. Jury duty after school hours will have the jury pay for that period going to the teacher. The teacher will turn in a record of time served and accounting of jury pay due the school.
- F. Witness: Any bargaining unit member subpoenaed to appear as a witness in a court of competent jurisdiction.
- G. Illness or disability associated with pregnancy, miscarriage, abortion or childbirth shall be treated as any other illness or disability.
- H. The parties agree that there may be personal conditions or circumstances which may require teacher absenteeism for other reasons than heretofore mentioned. At the beginning of each school year, each teacher shall be eligible for three (3) days.
 - 1. Unused days shall be added to the teacher's accumulated sick days.
 - 2. Teachers desiring to use such leave shall submit their request on the application form (provided by the Board) at least four (4) working days in advance of the anticipated absence except in cases of emergency. This form must be filed with the principal or immediate supervisor.
 - 3. Restrictions: The intent of these days is not to extend a recess. "Recess" shall be defined as Labor Day, Thanksgiving Recess, Christmas Recess, Spring Recess, Memorial Day, Mid-Winter Recess, and Good Friday. Summer is considered to be a break, however, it cannot be extended through the use of personal days. It is further understood that these days may not be used during the first or last week of a semester.

The administration may grant exceptions to the above-restrictions in case of emergency, provided the teacher provides notice of the need for leave as soon as possible and furnishes the reason underlying the emergency. Such exceptions are granted at the discretion of the administration and are not precedent setting.

- 4. The number of teaching personnel in each building who may be absent on any given day for personal leave is limited as follows:

High School	6	Middle School	4
Central	3	Reeths-Puffer Elementary	3
Twin Lake	3	Duck Creek & Pennsylvania	1 (each)
McMillan	3	Intermediate	4

Excluding bargaining unit members whose absence does not require hiring a substitute.

In cases of unavoidable conflict, the teacher shall request and the building principal may grant exceptions.

5. New teachers shall be eligible on the following pro-rated system:
 - a. Teachers hired at the beginning of the school year - post 3 days.
 - b. Teachers hired after the ninth (9th) week of first semester - post 2 days.
 - c. Teacher hired at the beginning of the second semester - post 1-1/2 days.
 - d. Teacher hired after the ninth (9th) week of the second semester - post 1 day.

- I. Approved visitation at other schools or attendance at educational conferences or conventions for which approval has been given in advance.

- J. Association Leave Days
 1. At the beginning of each school year, the Association shall be credited with fifty (50)* school days to be used by teachers who are officers or agents of the Association, such use to be at the discretion of the Association.
 2. The Association President or his/her designated representative shall notify the Board no less than twenty-four (24) prior to the intended use of said leave unless otherwise mutually agreed to or unless the Association President (or designee) has received less than twenty-four (24) hours notice from a teacher of a classroom observation under Article 15 of this Agreement, and there exists a need to meet with that teacher prior to the observation.
 3. Association leave days may be taken in either whole or half day segments and, in either case, use of such days will be appropriately subtracted from the credited amount.

*Twenty-five (25) of these days shall be made available to the Association without cost and twenty-five (25) with the understanding that the Board be reimbursed moneys expended to cover salary costs of substitutes employed during the absence of Association officers or agents.

- K. Any teacher who is absent from work due to a compensable injury under Michigan Workers Disability Compensation Act shall be entitled to exercise one of the following options:
 1. Receive such disability benefits as provided by law; or
 2. Receive such benefits as described immediately above and pro-rated deduction from sick leave accumulated by the individual necessary to maintain regular salary.

ARTICLE 13
UNPAID LEAVES OF ABSENCE

- A. Unpaid leaves of absence may be granted for the following purposes. Seniority will not accrue and the teacher will not advance on the salary schedule unless specifically stated.

Any teacher whose personal illness extends beyond the period compensated under Article 12 shall be granted a leave of absence without pay for such time as is necessary for complete recovery from such illness. The teacher, upon return from such leave, shall be returned to his/her former position or to a position of like nature and status. Seniority shall continue to accrue for a period of one (1) year.

- B. Teachers who have been employed for seven (7) years may be granted a sabbatical leave for one year.

1. A teacher, upon return from a sabbatical leave, shall be restored to his/her former position or to a position of like nature, seniority and status. Any period spent on sabbatical leave shall be treated as teaching service for purpose of applying seniority and the salary schedule set forth in Schedule A of this agreement. A teacher will receive no wages or fringe benefits while on sabbatical leave.

At no time shall more than 2% of the total staff be on sabbatical.

- C. Teachers who may be elected President or Vice-President of their state or national Association should, upon proper application, be given leave of absence during the term(s) of office without pay for the purpose of performing duties for the Association. Teachers given leaves of absence without pay shall receive credit [for the first three (3) years of leave only] toward annual salary increment on the schedule appropriate to their rank. The teacher, upon return from such leave, shall be returned to his/her former position or to a position of like nature and status.

- D. Military leaves of absence shall be granted to any teacher who shall be inducted or shall enlist in lieu of being inducted, for full time military duty to any branch of the Armed Forces of the United States. Teachers on military leave will be given the benefits of any increments and seniority accrual which would have been credited to them had they remained in active service to the school system. A teacher completing his military service must return to the system no later than the law allows, following his discharge, or forfeit his rights under this clause. The returning teacher will be restored to the same position from which leave was taken (if still in existence) or to a comparable position for which the teacher is certified and qualified, as specified in the Uniformed Services Employment and Reemployment Rights Act and its implementing regulations.

Teachers required to fulfill annual training duty with reserve units which conflict with the school calendar, shall be given leave without pay. Experience in military service will be given only to those whose teaching career was interrupted while in this system.

- E. A leave of absence not to exceed four (4) years shall be granted to any teacher upon application for the purpose of campaigning for, or service in, public office. Upon return

from such leave, a teacher shall be placed in the first available position. No seniority or salary increment shall accrue.

- F. A teacher shall be entitled, upon written request, to a parental leave of absence, without pay, for up to two (2) years. Such leave shall commence immediately after the birth of a child, receives de-facto custody of an infant child, receives custody of a minor child or, prior to receiving custody of said infant or minor child if such is necessary, as determined by the teacher, to fulfill the requirements of adoption. A request for leave shall include the beginning and anticipated ending date of the leave. The request for leave must be submitted to the Superintendent of Schools not less than thirty (30) days prior to commencement of leave where the need for leave is foreseeable. Where the need for leave is not foreseeable, the leave request must be made as soon as reasonably possible.

After notifying the District of a desire to return to active employment, the teacher shall be assigned his/her former position or, if the former position is no longer open, to a position of like nature for which the teacher is certified and qualified (as defined in Article 7 ¶ B of this Agreement) to fill. A teacher returning from leave will be assigned based on certification only if that teacher was not required to meet qualification standards in the assignment he/she held when leave was taken. During said leave, seniority will not accrue nor shall the teacher be advanced on the salary schedule.

- G. 1. In addition to the leaves provided elsewhere in this Article, the Board may grant written requests for leaves of absence of at least one (1) semester but not to exceed two (2) semesters without pay and fringe benefits. The written application shall include the purpose for such leave request and the anticipated duration of the leave.
2. At least thirty (30) calendar days prior to the expiration date of the leave, the teacher must give written notice of intent to return to his/her position by certified mail. Failure of any individual to provide such timely notice shall be deemed a violation of this provision. A teacher providing such timely notice shall be returned to the same or another position for which he/she is certified and qualified, with the term qualified being as defined according to Article 9 of this Agreement.

- H. A teacher may request a leave of absence under the provisions of the Family and Medical Leave Act of 1993 (FMLA) of up to twelve (12) weeks in any school year. Such leave shall be granted by the Board in accordance with the provisions of the Act and may be required to run concurrently with any other paid leave available to the teacher making the request. Seniority and group health plan benefits shall continue to accrue during such leave period. These leaves are subject to and administered in accordance with the FMLA and FMLA rules and regulations.

ARTICLE 14
STUDENT DISCIPLINE AND TEACHER PROTECTION

- A. Whenever it appears that a particular pupil requires the attention of special counselors, social workers, law enforcement personnel, special education personnel, or other professional persons the teacher will report these circumstances to his/her immediate supervisor for consideration of referral. Whenever it appears that the presence of a particular student in the class will impede the education of the balance of the class because of disruptions caused by said student, the Board will relieve the teacher of responsibilities with respect to said pupil until needed improvements and corrections can be made, to the extent such action is consistent with the provisions of I.D.E.A., the student's I.E.P., and Section 504 of the Rehabilitation Act. The Association recognizes that, in a large measure, the teacher's effectiveness in the classroom is governed by the teacher's ability to manage students.
- B. A teacher may exclude a pupil from class for up to one (1) full school day when the grossness of the offense, the persistence of the misbehavior, or the disruptive effect of the violation makes the continued presence of the student in the classroom intolerable. In such cases, the teacher will furnish the principal, either as promptly as being his teaching obligations will allow or no later than the end of the school day, full particulars of the incident in writing. The pupil shall not be returned to class until after consultation by the principal with the teacher, in accordance with the requirements of Section 1309 of the Revised School Code.
- C. Any case of assault upon a teacher related to his employment by the district shall be promptly reported to the Board or its designated representative. The Board will provide the teacher with access to legal counsel appointed by the Board, at Board expense, to advise the teacher of his/her rights and obligations with respect to such assault and shall promptly render all reasonable assistance to the teacher in connection with handling of the incident by law enforcement and judicial authorities.
- D. Under no circumstances shall any teacher be required or requested by the Board or any agent thereof to transport students in an automobile or other motor vehicle that is the personal property of the teacher.
- E. Time lost by a teacher in connection with any incident mentioned in paragraph C and D above shall not be charged against the teacher, providing the teacher's actions were in conformance with existing school policies.
- F. The Board will reimburse teachers for any non-negligent loss, damage or destruction of clothing or personal property of the teacher while on duty in the school or on school premises if such loss or damage is the result of student attack upon the teacher or results from student resistance to reasonable discipline or physical restraint by the teacher.
- G. Staff handbooks (or revisions) will be forwarded to the Association President for input and comment at least thirty (30) days prior to publication and adoption by the District. Student handbook drafts will be forwarded to the Association President by May 15

annually. The Association President will be notified of any subsequently proposed revisions not later than fourteen (14) days prior to presentation to the Board.

- H. The Board will reimburse teachers for the cost of renewal of a Michigan Teaching Certificate upon presentation by the teacher of a receipt verifying that the teacher has paid the renewal fee.

ARTICLE 15

TEACHER EVALUATION

- A. All formal/written monitoring or observation of the work of a teacher shall be conducted in person and with the full knowledge of the teacher.

No formal classroom observations will be made during the first fifteen (15) and the final twenty (20) days of pupil instruction in a school year.

- B. Teacher evaluation shall be by formal/written observation. No formal/written observation shall be for less than thirty (30) minutes. At least one (1), but not more than three (3) formal/written observations shall result in a formal/written evaluation document presented to each teacher evaluated. Informal visitations are permissible to the administration at anytime.

If a tenure teacher has been placed on an Individualized Development Plan the evaluation may be supplemented by up to three (3) informal observations in addition to the range of formal/written observations specified above.

If a tenure teacher's most recent evaluation work performance rating was "satisfactory", the formal/written observations in the next evaluation shall be limited to two (2).

- C. No formal/written observation shall substantially interfere with the teaching-learning process. Each observation shall be preceded by not less than forty-eight (48) hours notice, except for probationary teachers or tenure teachers on an Individualized Development Plan who will receive not less than twenty-four (24) hours notice.

- D. Each teacher, upon his/her employment or at the beginning of the school year, whichever is later, shall be apprised of the specific criteria on which he/she will be evaluated. The criteria shall be limited to the following areas:

1. Knowledge of subject matter.
2. Techniques of instruction.
3. Classroom management.
4. Relationships with pupils, parents and professional colleagues.
5. The teacher's mental and physical ability to perform essential job functions, based upon assessment by health care professional(s).
6. Each area not observed shall be deemed satisfactory.

The Board and the Association recognize that the ability of pupils to progress and mature academically is a combined result of school, home, economic, and social environment and that teachers alone cannot be held accountable for all aspects of the academic

achievement of the pupil in the classroom. Standardized test results of academic progress of students shall not be used in any way as evaluative of the quality of a teacher's services or fitness for retention.

- E. The Association and the Board of Education may by mutual agreement change the evaluation process and the evaluation form. When changes are made and agreed to, they will be presented to the membership within ten (10) calendar days.
- F. Teaching assignments outside the teacher's area of certification shall not be evaluated.
- G. Written/formal evaluations shall be by personal observation in the classroom, conducted by the teacher's immediate supervisor(s) or mutually agreed upon district administrator(s).
- H. All formal/written observations shall be reduced to writing and given to the teacher within twelve (12) school days of the classroom observation(s). If an administrator believes a teacher is doing unacceptable work, the reasons therefore shall be set forth in specific terms and shall identify specific ways in which the teacher is to improve and the assistance to be given by the administration. In subsequent observation reports, failure to again note a prior specific deficiency which was repeated and observed shall be interpreted to mean that adequate improvement has taken place.
- I. Following such formal/written evaluation, which shall include a conference with the evaluator, the teacher shall sign and be given a copy of the evaluation report prepared by the evaluator. In no case shall the teacher's signature be construed to mean that he/she necessarily agrees or disagrees with the content of the evaluation. A teacher may submit a self-evaluation if desired. If a teacher disagrees with the evaluation, the teacher shall submit a written response within fifteen (15) school days, which response shall be attached to the file copy of the evaluation in question. All formal/written evaluations are to be placed in the teacher's personnel file.
- J. At least 60 days before the end of each school year the Board shall provide the probationary teacher with a definite written statement as to whether or not his/her work has been satisfactory. Failure to submit a written statement shall be considered as conclusive evidence that the teacher's work is satisfactory. A probationary teacher shall be employed for the ensuing year unless notified in writing at least 60 days before the end of the school year that his/her services will be discontinued due to unsatisfactory service.

For purposes of this provision, the "end" of the school year shall be June 30. If a probationary teacher's service is being measured under the anniversary date method, consistent with the Tenure Act, the "end" of the school year is the teacher's anniversary date of employment.

The above notification requirement pertaining to probationary teachers shall not apply to staff reduction.

The Board shall ensure that each probationary teacher is provided with an Individualized Development Plan (IDP) developed by appropriate administrative personnel in

consultation with the individual teacher and that the teacher is 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 it not limited to, at least 2 classroom formal/written observations held at least 60 days apart, unless a shorter interval between the 2 classroom 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.

- K. The Board shall ensure a teacher on continuing tenure is provided with a performance evaluation at least once every three (3) years and, if the teacher has received a less than satisfactory performance evaluation, the school district shall provide the teacher with an individualized development plan developed by appropriate administrative personnel in consultation with the individual teacher. The performance evaluation shall be based on, but is not limited to, at least 2 classroom observations conducted during the period covered by the evaluation and, if the teacher has an individualized development plan, shall include at least an assessment of the teacher's progress in meeting the goals of his or her individualized development plan.
- L. Each teacher's evaluation shall include at the conclusion of the report, the statement: "Considering all factors, the work performance of this teacher is _____ satisfactory; _____ unsatisfactory (check one)."

ARTICLE 16
GRIEVANCE PROCEDURE

- A. A claim by a teacher, group of teachers, or the Association that there has been a violation, misinterpretation or misapplication of any provision of this Agreement may be processed as a grievance as hereinafter provided.
- B. In the event that a teacher believes there is a basis for a grievance, he/she shall first discuss the alleged grievance with his/her building principal accompanied by his/her Association representative within fifteen (15) working days of the occurrence or knowledge of the alleged violation, misinterpretation or misapplication.
- C. If, as a result of the informal conference with the building principal, an alleged grievance still exists, the teacher may invoke the formal grievance procedure through the Association within five (5) work days of the informal discussion with the principal, on the form set forth, signed by the grievant and a representative of the Association, which form shall be available from the Association representative in each building. A copy of the grievance form shall be delivered to the principal. If the grievance involves more than one school building, it may be filed with the Superintendent or a representative designated by him.
- D. Within five (5) working days of receipt of the grievance, the principal shall meet with the Association in an effort to resolve the grievance. The principal shall indicate his disposition of the grievance in writing within five (5) working days of such meeting and shall furnish a copy thereof to the Association.

- E. If the Association is not satisfied with the disposition of the grievance or if no disposition has been made within five (5) working days of such meeting, the grievance shall be transmitted to the Superintendent. Within seven (7) working days, the Superintendent or his designee shall meet with the Association on the grievance and shall indicate his disposition of the grievance in writing within five (5) working days of such meeting and shall furnish a copy thereof to the Association.
- F. If the Association is not satisfied with the disposition of the grievance by the Superintendent or if no disposition has been made within the time period provided in E., the Association shall submit a demand for arbitration to the American Arbitration Association within fifteen (15) working days.

The arbitrator shall be selected by the American Arbitration Association (AAA) in accord with its rules which shall likewise govern the arbitration proceeding. The Board and the Association shall not be permitted to assert in such arbitration and proceeding any ground or to rely on any evidence not previously disclosed to the other party. The arbitrator shall have no power to alter, add to, or subtract from the terms of the Agreement. Both parties agree to be bound by the award of the arbitrator and agree that judgment therein may be entered in any court of competent jurisdiction.

- G. The fees and expenses of the arbitrator shall be shared equally by the parties.
- H. If any probationary or tenure teacher for whom a grievance is sustained shall be found to have been unjustly discharged, he/she shall be reinstated with full reimbursement of all professional compensation lost. If any teacher shall have been found to have been improperly deprived of any professional compensation or advantage, the same or its equivalent in money shall be paid to him/her.

Non-renewal of probationary teachers shall be subject to the provisions of law and shall not be subject to arbitration under this Agreement.

- I. The limits provided in this Article shall be strictly observed but may be extended by written agreement of the parties. In the event a grievance is filed after May 15th of any year and strict adherence to the time limits may result in hardship of any party, the Board shall use its best efforts to process such grievance prior to the end of the school term or as soon thereafter as possible.
- J. 1. Notwithstanding the expiration of this Agreement, any claim or grievance arising thereunder may be processed through the grievance procedure until resolution.
2. It is understood and agreed by the parties that the evaluation procedure, as set forth, is subject to the grievance procedure. It is expressly understood that the resulting evaluation of the probationary teacher and the criteria used to evaluate the probationary teacher are not subject to the grievance or arbitration procedures.
- K. The grievance report form, Appendix 4, shall be the instrument utilized by the parties when utilizing the grievance procedure as outlined in Article 16.

ARTICLE 17
RETIREMENT

- A. Any teacher upon retirement from the Reeths-Puffer School District and after ten (10) years of service shall be entitled to the following rate of reimbursement for accumulated sick days.

First 150 days (1-150)	\$7.50 per day
Next 50 days (151-200)	\$10.00 per day
Next 50 or more days (201 plus)	\$16.00 per day

A teacher will be entitled to a 50% bonus on the total amount entitled for unused sick days, provided that written notice of the intent to retire is submitted to the Superintendent ninety (90) days or more before the date of retirement. At the request of the teacher, the District may waive the ninety (90) day notice requirement.

- B. In the event of the teacher's death while still in the employ of the District, accrued monies shall be paid to the teacher's spouse or designated beneficiary. If the teacher does not have a written beneficiary designation on file with the District, the funds will be paid in accordance with the priorities set forth in the Payment of Wages Act.

C. Retirement Benefit

1. Any teacher with twenty (20) years of service at Reeths-Puffer or who is eligible for retirement under Michigan Public School Retirement System may elect retirement from the Reeths-Puffer School District. The teacher shall receive the following benefits. Benefits will be available for a maximum of ten (10) years.
 - a. The Board shall fully cover the cost of health insurance not covered by the state retirement program including the cost of Medicare Part B premiums.
 - b. The Board shall provide without cost, MESSA negotiated \$45,000 term life insurance and waiver of premium (WOP).
 - c. The Board shall pay the teacher such sums as follows:
 1. Three thousand five hundred dollars (\$3,500) thirty (30) days after their last work day for the first year of retirement.
 2. One thousand five hundred dollars (\$1,500) each year for nine (9) additional years thereafter on the same date.
2. Conditions affecting the payment of retirement benefits:
 - a. Employees retiring under this provision shall only receive those benefits as provided under the retirement plan in effect at the time of the employee's retirement.

- b. In the event of the death of the retired bargaining unit member before the expiration of benefit(s) such benefit(s) shall continue to be provided to the spouse only until the regularly scheduled date of benefit termination.
3. A teacher desiring to take advantage of this section must submit his/her intent in writing to the Superintendent of Schools ninety (90) days or more before the date of retirement. At the request of the teacher, the District may waive the ninety (90) day notice requirement.
4. The Retirement Benefit in ¶ C (1) (c) (1) and (2) will be available to any eligible bargaining unit member for the 2005-2006 school year on the condition that they have given written notice of their intent to retire at the end of the 2005-2006 school year on or before June 30, 2005. This provision will supersede and replace Article 17 ¶ C(3) for 2005-2006.

Absent further agreement between the Board and the Association, the benefits specified in ¶C (1) (c) (1) and (2) will again become effective and available to eligible bargaining unit members who separate either at the end of the first semester of or at the conclusion of the 2006-2007 school year.

The above provisions will not affect the rights of qualifying bargaining unit members who began receiving the Retirement Benefit prior to the 2005-2006 school year.

ARTICLE 18
MISCELLANEOUS PROVISIONS

- A. The Board agrees at all times to maintain an adequate list of substitute teachers. Teachers shall be informed of a telephone number they may call before 7:00 a.m. to report unavailability for work. Once a teacher has reported unavailability, it shall be the responsibility of the administration to arrange for a substitute teacher.
- B. This Agreement shall supersede all previous policies adopted by the Board or past practices affecting the Association which are contrary to or inconsistent with its terms, except as mutually agreed to by the Board and the Association through subsequent negotiations. All such previous policies adopted by the Board and all such past practices affecting the Association pursuant to this provision are no longer in effect.
- C. Copies of the Agreement shall be published at the expense of the Board and presented to all teachers now employed or hereafter employed by the Board.
- D. If any provision of this Agreement or any application of the Agreement to either party shall be found contrary to law, then such provision or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.
- E. It is contemplated that matters not specifically covered by this Agreement but of common concern to the parties shall be subject to professional negotiations between them from time to time during the period of this Agreement by mutual consent of both parties and only by mutual consent. The parties undertake to cooperate in arranging meetings, selecting representatives for such discussions, furnishing necessary information and otherwise constructively considering and resolving any such matters.
- F. In the event the Board finds it necessary to operate on a one-half day schedule, salary, hours, and terms are to be reopened to negotiations.
- G. Any classes offered to Reeths-Puffer High School as of September 1, 1985, will not be offered to Reeths-Puffer High School students in a consortium or cooperative program without prior approval of the Reeths-Puffer Education Association.
- H. Any material of a negative nature more than four (4) years old will be expunged from the teacher's file. The exception(s) will be behavior of a recurring nature or where removal of the material is prohibited under Section 1230b of the Revised School Code (or its successor provision). The teacher must request in writing the removal of said material.
- I. In the event that pupil instruction is not provided due to conditions not within the control of school authorities, (such as due to severe storms, fire, epidemics, or health conditions), teachers shall be excused from reporting to duty without loss of pay. Days and hours lost due to school closings under the above conditions shall not be rescheduled, unless otherwise required to qualify for state aid.
- J. Teachers will work added days and hours as required by the Revised School Code and State School Aid Act and any changes during the duration of this contract.

- K. Each teacher who has used two (2) or fewer sick days during the previous school year shall be allowed one (1) day per school year for professional improvement. Such days may be used at the teacher's discretion for, but not limited to such activities as: seminars, workshops, in-services, educationally relevant visitations, etc. The activity attended must be in the State of Michigan. This day must be used as a full day. Personal day guidelines are in effect here. Unused days may be accumulated for one (1) year only.

ARTICLE 19
MENTOR TEACHER

- A. A Mentor Teacher shall be defined as a Master Teacher as identified in the Revised School Code effective 1996 and shall perform the duties of a Master Teacher as specified in the code.
1. The Mentor Teacher position shall be a voluntary position and shall be compensated at:
 - a. \$250 for classroom materials or compensation of \$150 per year. The monies for materials shall be in addition to normal allowance for classroom supplies.
 - b. In the event a teacher should mentor two mentees, the compensation shall be \$400 for classroom materials or compensation of \$275 per year.
 - c. If one mentee, \$250.00 (or two mentees \$400.00) can be applied toward a professional development opportunity, including a college or university class. Guidelines:
 1. The class or professional development activity must be pre-approved by the Superintendent (or designee).
 2. Mentor will submit a conference reimbursement form with appropriate receipts to the Superintendent (or designee) upon completion of the course of professional development activity.
 2. Mentor Teachers shall be tenured teachers with five (5) or more years of satisfactory teaching experience and shall be a member of the bargaining unit.
 3. Mentor Teachers shall be selected from a list of volunteers for the position. The list shall be reviewed by the Association.
 4. In order to receive the full compensation for being a mentor, the mentor teacher must complete requirements outlined in this Article.
 5. Compensation for Mentor Teachers shall be made by the board the first pay period of June, orders for supplies should be placed by June 30th, or submit the

reimbursement form (with receipts) upon the completion of course or professional development activity.

6. Mentor Teachers will meet with their Mentees for a total of six (6) hours during the school year. Both the Mentor and the Mentee will document their time on a form provided by the school district. The one (1) hour meeting held by October 15th shall count towards the six (6) hours.
- B. The Mentor Teacher shall be available to provide professional support, instruction, and guidance. The purpose of the Mentor assignment is to provide a peer who can offer assistance, resources, information and a voice of experience and insight in a non-threatening collegial fashion.
- C. A Mentor Teacher shall be assigned in accordance with the following:
1. Participation as a Mentor shall be voluntary.
 2. The Mentor Teacher assignment shall be for one (1) year subject to review by the Mentor Teacher, Mentee, and the Administration after three (3) months. If any of the parties; Mentor Teacher, Mentee, or Administration feel it would be in the best interest of the Mentee to make a change, a new Mentor Teacher shall be assigned at the beginning of the next semester. At the end of each year, the match will be reviewed and the appointment may be renewed by mutual agreement of the Mentor Teacher, Mentee, and Administration. If the Mentor Teacher goes on leave during their time as a mentor, the Mentor Teacher will be given the option of continuing to meet the requirements or choosing to opt out of being a Mentor. If opting out, the Mentee will be assigned a different mentor.
 3. The purpose of the Mentor/Mentee relationship is to acclimate the bargaining unit member and to provide necessary assistance toward attaining quality instruction. The Board and the Association agree the relationship shall be confidential and shall not, in any manner, be a matter included in the evaluation of the Mentor Teacher or Mentee. Neither the Mentor Teacher nor the Mentee shall be permitted to participate in any matter related to the evaluation of the other. Further, the Mentor Teacher shall not be called as a witness in any grievance or administrative hearing involving the Mentee, or shall the Mentee be called as a witness in any grievance of administrative hearing involving the Mentor Teacher except as required by law.
 4. Mentor Teachers shall be provided training.
 5. Mentor Teachers shall be assigned to one Mentee per year but not more than two during any given year.
- D. A Mentee shall be defined as a bargaining unit member in his/her first three (3) years in the classroom. Each Mentee shall be assigned a Mentor Teacher.

E. Teacher Mentees shall be assigned in accordance with the following:

1. Each teacher in his/her first three years in the classroom shall only be assigned to one (1) Mentor Teacher at a time.
2. Mentees shall be provided with a minimum of fifteen (15) days of professional instruction during their first three (3) years of classroom teaching.

F. Timelines:

1. August - A list of Mentor volunteers will be reviewed by the Association no later than September 1.
2. September - Mentees shall be assigned to Mentors no later than September 15 of each year. The list shall be sent to the Association.
3. October - A meeting of Mentor Teachers and Mentees shall be held by October 15. The meeting shall be approximately one (1) hour in length. A make-up meeting will be scheduled.
4. May -
 - By May 30, the administrator will ask for and make a list of Mentor volunteers for the following year. This list must be submitted to the Superintendent.
 - Forms documenting Mentor and Mentee meeting times shall be turned in by May 15.
 - Dates may be changed if mutually agreed.

ARTICLE 20
DURATION OF AGREEMENT AND RETROACTIVITY OF AGREEMENT

This Agreement shall be effective upon ratification by the Board and the Association, and shall continue in effect until August 31, 2007. This Agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated.

REETHS-PUFFER EDUCATION ASSOCIATION

By: June Earhart

Its: President

By: Susan Ronning

Its: Secretary

By: Beverly Hulbert

Its: Chairman, Negotiating Committee

**REETHS-PUFFER BOARD
OF EDUCATION**

By: W. F. Brown

Its: President

By: Bob DeM...

Its: Secretary

By: J. S. C.

Its: Superintendent

Dated this 5th day of June, 2006.

SALARY SCHEDULE A
2005-2006 SALARY SCHEDULE

SALARY SCHEDULE A-IIa

2005-2006: The salary schedule for 2005-2006 shall be increased by 1% over the 2004-2005 schedule. All bargaining unit members eligible for step advancement in 2005-2006 will advance to those steps. Retroactive payment will be made on the final payroll in June, 2006.

<u>STEP</u>	<u>INDEX</u>	<u>BA</u>	<u>BA+20</u>	<u>MA</u>	<u>MA+15</u>	<u>MA+30</u>
1	1.0	\$35,694	\$36,408	\$38,193	\$38,906	\$39,620
2	1.05	\$37,479	\$38,228	\$40,103	\$40,851	\$41,601
3	1.10	\$39,263	\$40,049	\$42,012	\$42,797	\$43,582
4	1.15	\$41,048	\$41,869	\$43,922	\$44,742	\$45,563
5	1.20	\$42,833	\$43,690	\$45,832	\$46,688	\$47,544
6	1.25	\$44,618	\$45,510	\$47,741	\$48,633	\$49,526
7	1.30	\$46,402	\$47,330	\$49,651	\$50,579	\$51,506
8	1.35	\$48,187	\$49,151	\$51,561	\$52,525	\$53,487
9	1.40	\$49,972	\$50,971	\$53,470	\$54,469	\$55,469
10	1.45	\$51,756	\$52,792	\$55,380	\$56,414	\$57,450
11	1.50	\$53,541	\$54,612	\$57,290	\$58,360	\$59,431
12	1.55	\$55,326	\$56,432	\$59,199	\$60,306	\$61,412
13	1.60	\$57,110	\$58,253	\$61,109	\$62,251	\$63,393

Longevity Schedule: Applies to accumulated years of service allowed by Reeths-Puffer Schools (including years transferred into this system). The percentage is based on the 13th step salary in each case.

14	1.02	\$58,252	\$59,418	\$62,331	\$63,496	\$64,661
15	1.03	\$58,823	\$60,001	\$62,942	\$64,119	\$65,295
16-17	1.04	\$59,394	\$60,583	\$63,553	\$64,741	\$65,929
18-19	1.05	\$59,966	\$61,166	\$64,164	\$65,364	\$66,563
20-21	1.06	\$60,537	\$61,748	\$64,776	\$65,986	\$67,197
22-23	1.07	\$61,108	\$62,331	\$65,387	\$66,609	\$67,831
24-25	1.08	\$61,679	\$62,913	\$65,998	\$67,231	\$68,464
26-27	1.09	\$62,250	\$63,496	\$66,609	\$67,854	\$69,098
28-29	1.10	\$62,821	\$64,078	\$67,220	\$68,476	\$69,732
30	1.11	\$63,392	\$64,661	\$67,831	\$69,099	\$70,366

Teachers State Retirement will not be deducted from the salary but will be paid directly by the Board of Education.

SALARY SCHEDULE A
2005-2006 SALARY SCHEDULE

SALARY SCHEDULE A-IIb

2005-2006: The salary schedule for 2005-2006 shall be increased by 1% over the 2004-2005 schedule. All bargaining unit members eligible for step advancement in 2005-2006 will advance to those steps. Retroactive payment will be made on the final payroll in June, 2006.

This schedule is effective for all employees hired after September 8, 1998.

<u>STEP</u>	<u>INDEX</u>	<u>BA</u>	<u>BA+18</u>	<u>BA+30/MA</u>	<u>MA+15</u>	<u>MA+30</u>
1	1.0	\$35,694	\$36,408	\$38,193		
2	1.05	\$37,479	\$38,228	\$40,103		
3	1.10	\$39,263	\$40,049	\$42,012		
4	1.15	\$41,048	\$41,869	\$43,922		
5	1.20	\$42,833	\$43,690	\$45,832	\$46,688	\$47,544
6	1.25	\$44,618	\$45,510	\$47,741	\$48,633	\$49,526
7	1.30		\$47,330	\$49,651	\$50,579	\$51,506
8	1.35		\$49,151	\$51,561	\$52,525	\$53,487
9	1.40		\$50,971	\$53,470	\$54,469	\$55,469
10	1.45			\$55,380	\$56,414	\$57,450
11	1.50			\$57,290	\$58,360	\$59,431
12	1.55			\$59,199	\$60,306	\$61,412
13	1.60			\$61,109	\$62,251	\$63,393

Longevity Schedule: Applies to accumulated years of service allowed by Reeths-Puffer Schools (including years transferred into this system). The percentage is based on the 13th step salary in each case.

14	1.02		\$62,331	\$63,496	\$64,661
15	1.03		\$62,942	\$64,119	\$65,295
16-17	1.04		\$63,553	\$64,741	\$65,929
18-19	1.05		\$64,164	\$65,364	\$66,563
20-21	1.06		\$64,776	\$65,986	\$67,197
22-23	1.07		\$65,387	\$66,609	\$67,831
24-25	1.08		\$65,998	\$67,231	\$68,464
26-27	1.09		\$66,609	\$67,854	\$69,098
28-29	1.10		\$67,220	\$68,476	\$69,732
30	1.11		\$67,831	\$69,099	\$70,366

Teachers State Retirement will not be deducted from the salary but will be paid directly by the Board of Education.

SALARY SCHEDULE A
2006-2007 SALARY SCHEDULE

SALARY SCHEDULE A-IIa

2006-2007: The salary schedule for 2006-2007 shall be increased by 1.25% over the 2005-2006 schedule. All bargaining unit members eligible for step advancement in 2006-2007 will advance to those steps.

<u>STEP</u>	<u>INDEX</u>	<u>BA</u>	<u>BA+20</u>	<u>MA</u>	<u>MA+15</u>	<u>MA+30</u>
1	1.0	\$36,140	\$36,863	\$38,670	\$39,393	\$40,115
2	1.05	\$37,947	\$38,706	\$40,604	\$41,363	\$42,121
3	1.10	\$39,754	\$40,549	\$42,537	\$43,332	\$44,127
4	1.15	\$41,561	\$42,392	\$44,471	\$45,302	\$46,132
5	1.20	\$43,368	\$44,236	\$46,404	\$47,272	\$48,138
6	1.25	\$45,175	\$46,079	\$48,338	\$49,241	\$50,145
7	1.30	\$46,982	\$47,922	\$50,271	\$51,211	\$52,150
8	1.35	\$48,789	\$49,765	\$52,205	\$53,181	\$54,156
9	1.40	\$50,596	\$51,608	\$54,138	\$55,150	\$56,162
10	1.45	\$52,403	\$53,451	\$56,072	\$57,120	\$58,168
11	1.50	\$54,210	\$55,295	\$58,005	\$59,090	\$60,173
12	1.55	\$56,017	\$57,138	\$59,939	\$61,060	\$62,179
13	1.60	\$57,824	\$58,981	\$61,872	\$63,029	\$64,185

Longevity Schedule: Applies to accumulated years of service allowed by Reeths-Puffer Schools (including years transferred into this system). The percentage is based on the 13th step salary in each case.

14	1.02	\$58,980	\$60,161	\$63,109	\$64,290	\$65,469
15	1.03	\$59,559	\$60,750	\$63,728	\$64,920	\$66,111
16-17	1.04	\$60,137	\$61,340	\$64,347	\$65,550	\$66,752
18-19	1.05	\$60,715	\$61,930	\$64,966	\$66,180	\$67,394
20-21	1.06	\$61,293	\$62,520	\$65,584	\$66,811	\$68,036
22-23	1.07	\$61,872	\$63,110	\$66,203	\$67,441	\$68,678
24-25	1.08	\$62,450	\$63,699	\$66,822	\$68,071	\$69,320
26-27	1.09	\$63,028	\$64,289	\$67,440	\$68,702	\$69,962
28-29	1.10	\$63,606	\$64,879	\$68,059	\$69,332	\$70,604
30	1.11	\$64,185	\$65,469	\$68,678	\$69,962	\$71,245

Teachers State Retirement will not be deducted from the salary but will be paid directly by the Board of Education.

SALARY SCHEDULE A
2006-2007 SALARY SCHEDULE

SALARY SCHEDULE A-iiB

2006-2007: The salary schedule for 2006-2007 shall be improved by 1.25% (with existing index) over the 2005-2006 salary schedule. All bargaining unit members eligible for step advancement in 2006-2007 will advance to those steps.

This schedule is effective for all employees hired after September 8, 1998.

<u>STEP</u>	<u>INDEX</u>	<u>BA</u>	<u>BA+18</u>	<u>BA+30/MA</u>	<u>MA+15</u>	<u>MA+30</u>
1	1.0	\$36,140	\$36,863	\$38,670		
2	1.05	\$37,947	\$38,706	\$40,604		
3	1.10	\$39,754	\$40,549	\$42,537		
4	1.15	\$41,561	\$42,392	\$44,471		
5	1.20	\$43,368	\$44,236	\$46,404	\$47,272	\$48,138
6	1.25	\$45,175	\$46,079	\$48,338	\$49,241	\$50,145
7	1.30		\$47,922	\$50,271	\$51,211	\$52,150
8	1.35		\$49,765	\$52,205	\$53,181	\$54,156
9	1.40		\$51,680	\$54,138	\$55,150	\$56,162
10	1.45			\$56,072	\$57,120	\$58,168
11	1.50			\$58,005	\$59,090	\$60,173
12	1.55			\$59,939	\$61,060	\$62,179
13	1.60			\$61,872	\$63,029	\$64,185

Longevity Schedule: Applies to accumulated years of service allowed by Reeths-Puffer Schools (including years transferred into this system). The percentage is based on the 13th step salary in each case.

14	1.02		\$63,109	\$64,290	\$65,469
15	1.03		\$63,728	\$64,920	\$66,111
16-17	1.04		\$64,347	\$65,550	\$66,752
18-19	1.05		\$64,966	\$66,180	\$67,394
20-21	1.06		\$65,584	\$66,811	\$68,036
22-23	1.07		\$66,203	\$67,441	\$68,678
24-25	1.08		\$66,822	\$68,071	\$69,320
26-27	1.09		\$67,440	\$68,702	\$69,962
28-29	1.10		\$68,059	\$69,332	\$70,604
30	1.11		\$68,678	\$69,962	\$71,245

Teachers State Retirement will not be deducted from the salary but will be paid directly by the Board of Education.

SALARY SCHEDULE B
FRINGE BENEFITS

- A. The Board shall provide to the full-time teachers MESSA PAK Super Care I protection for a full twelve month period for the teacher and his/her eligible dependents as defined by MESSA. Teachers enrolled in Plan A will contribute \$50 per month toward the cost of insurance. Such amounts will be payroll deducted over twenty (20) pays, beginning with the second pay in September.

The MESSA-PAK Plan A includes the following:

1. Super Care I (includes \$5,000 AD&D basic term life). The health care plan will include Preventive Care Rider, Hearing Care Rider and \$5/\$10 prescription co-pay. The health care plan will have a \$100/\$200 annual deductible.
2. Negotiated Term Life Insurance to each teacher in the amount of \$45,000 with AD&D coverage that will be paid to the teacher's designated beneficiary(s).
3. Negotiated Long Term Disability 50%
\$4,500 Maximum Monthly Income Benefit
\$9,000 Maximum Eligible Salary
90 Calendar Days Modified Fill
Maternity Coverage - yes
Freeze on Offsets - yes
Pre-existing Condition Waiver - yes
Alcoholism/Drug Addition - same as any other illness
Mental/Nervous Condition - same as any other illness
Cost of Living Benefit
2 year own occupation

Benefits shall begin after the later of 1) exhaustion of the bargaining unit member's accumulated sick leave, 2) expiration of ninety (90) calendar days of disability accumulation in any twelve (12) consecutive months. (Only the last three (3) days of the waiting period need to be consecutive and for the same condition.)

4. Vision (plan year is July to July): VSP-3 (for all teachers and their eligible dependents)
5. Delta Dental Group Auto Plus 100: 90/90/90: \$1,500 (\$1,500 class I & II
(plan year is July to July) Maximum) for the teacher and his/her eligible dependents as defined by MESSA.

- B. Employees not wishing health insurance subsidy through the school may apply the equivalent of an individual employee's single subscriber premium toward any of the MESSA sponsored options. This is a MESSA PAK PLAN B as follows:

1. Negotiated Long Term Disability 50% same as Plan A
2. Negotiated Life: \$45,000 with AD&D
3. Vision (plan year July to July): VSP 3
4. Delta Dental Group Auto Plus 100: 90/90/90: \$1,500 (\$1,500 Class I & II
(plan year is July to July) Maximum)

C. Employees may choose to receive \$200 in cash, in lieu of the insurance package pro-rated to assignment.

D. Conditions affecting all Board subsidized insurance programs.

1. Daily substitute teachers shall not be eligible for subsidies.
2. Part-time teachers shall be eligible for monthly pro-rated Board subsidies for each insurance program outlined in this schedule as follows:

<u>Teacher employed:*</u>	<u>Board Subsidy:</u>
a. 4.5 to 5 hours a day and 22.5 to 25 hours per week	Full
b. 3.5 to less than 4.5 hours a day and less than 22.5 but at least 17.5 hours per week	Three-quarters
c. 2.5 to less than 3.5 hours a day and less than 17.5 but at least 12.5 hours per week	One-half
d. Less than 2.5 hours per day or 12. hours per week	None

*Includes all daily preparation time as appropriately pro-rated.

3. Casual employees (long-term substitutes):
 - a. First sixty (60) work days of employment None
 - b. After sixty (60) work days of employment Full*

*If employed less than full-time, pro-rated benefits as outlined in 2 immediately above.

4. In the event that a teacher has exhausted paid sick leave, insurance benefits shall continued uninterrupted for a period of not to exceed one (1) year beyond the time the teacher's sick bank is exhausted.
5. In the event a teacher is terminated or resigns during the school year, insurance benefits shall be continued through the month following the month that such termination or resignation occurs.

6. In the event a teacher dies during the school year and providing the policy permits continued coverage, the Board shall continue payments of applicable premiums through the following August 31st. If the teacher dies after the completion of the school year and providing the policy permits continued coverage, the Board shall continue payments of applicable premiums through August 31st that year.
7. While on layoff, a teacher will have the option to remain an active participant in selected insurance programs herein outlined by contributing thereto the full amount of such coverage. Monies for coverage may also be paid in equal monthly installments, but such installments shall be forwarded to the Board in sufficient time to allow the Board to meet payment procedures as determined by the insurance carrier. Failure to forward the installments in a timely manner may result in cancellation of the selected insurance plan(s).
8. The Board shall make payment of insurance premiums for all teachers who completed their contractual obligation to assure insurance coverage for the July 1 through August 31, periods that fall with the duration of this Agreement. Open enrollment periods shall be jointly established by the Board, the Association and the Insurance Company representative, including opportunities for summer pre-enrollment and fall open enrollment.

SCHEDULE C- EXTRA CURRICULAR

Base salary is the BA base at Step 1.

		Step 1	Step 2	Step 3	Step 4
Varsity	Baseball	11.0	11.5	12.5	13.5
JV	Baseball	9.0	9.5	10.0	10.5
Varsity	Basketball	15.0	15.5	16.5	17.5
Junior Varsity	Basketball	10.0	10.5	11.0	11.5
9 th	Basketball	8.5	9.0	9.5	10.0
8 th	Basketball	6.5	7.0	7.5	8.0
7 th	Basketball	6.5	7.0	7.5	8.0
Fall Varsity-Sideline	Cheerleading	6.5	7.0	7.5	8.0
Fall JV - Sideline	Cheerleading	5.5	6.0	6.5	7.0
Winter Varsity-Sideline	Cheerleading	6.5	7.0	7.5	8.0
JV Competitive	Cheerleading	8.5	9.0	9.5	10.0
7 th /8 th	Cheerleading	7.5	8.0	8.5	9.0
Varsity Competitive	Cheerleading	12.00	12.5	13.5	14.5
Boys Varsity	Cross Country	9.0	9.5	10.5	11.5
Girls Varsity	Cross Country	9.0	9.5	10.5	11.5
Head Middle School	Cross Country	5.0	5.5	6.0	6.5
Asst. Middle School	Cross Country	5.0	5.5	6.0	6.5
Head Varsity	Football	15.0	15.5	16.5	17.5
Asst. Varsity (3)*	Football	10.0	10.5	11.0	11.5

		Step 1	Step 2	Step 3	Step 4
Head JV.	Football	10.0	10.5	11.0	11.5
Asst. JV. (2)*	Football	8.5	9.0	9.5	10.0
Head 9 th	Football	8.5	9.0	9.5	10.0
Asst. 9 th (2)*	Football	7.0	7.5	8.0	8.5
Head 8 th	Football	7.0	7.5	8.0	8.5
Asst. 8 th (2)*	Football	6.5	7.0	7.5	8.0
Varsity	Golf	8.0	8.5	9.5	10.5
Head Coach	Hockey	14.0	14.5	15.5	16.0
Asst. Coach	Hockey	9.0	9.5	10.0	10.5
Varsity	Soccer	11.0	11.5	12.5	13.5
JV	Soccer	9.0	9.5	10.0	10.5
Varsity	Softball	11.0	11.5	12.5	13.5
JV	Softball	9.0	9.5	10.0	10.5
8 th Grade	Softball	5.5	6.0	6.5	7.0
Head Varsity	Tennis	10.0	10.5	11.5	12.5
Asst. Varsity	Tennis	7.5	8.0	8.5	9.0
Head Varsity	Track	11.0	11.5	12.5	13.5
Asst. Varsity	Track	8.5	9.0	9.5	10.0
Head Middle School	Track	7.0	7.5	8.0	8.5
Asst. Middle School	Track	6.5	7.0	7.5	8.0
Varsity	Volleyball	12.0	12.5	13.5	14.5
JV	Volleyball	8.5	9.0	9.5	10.0
9 th	Volleyball	6.5	7.0	7.5	8.0

		Step 1	Step 2	Step 3	Step 4
8 th	Volleyball	6.5	7.0	7.5	8.0
7 th	Volleyball	6.5	7.0	7.5	8.0
Head Varsity	Wrestling	14.5	15.0	16.0	17.0
Asst. Varsity	Wrestling	9.5	10.0	10.5	11.0
Head Middle School	Wrestling	7.0	7.5	8.0	8.5
Asst. Middle School	Wrestling	6.5	7.0	7.5	8.0

*The identification of position(s) in Schedule C does not require the Board to fill those positions.

Base salary is the BA base at Step 1

Band Director	14.5	Sr. High Science Olympiad	14.5
Assistant Band Director	7.8	Middle School Science Olympiad	7.0
Middle School Band Director	6.2		
Sr. High Chorus	6.2	Sr. High Yearbook	7.8
Middle School Chorus/Theatre	5.0	Middle School Yearbook	5.5
Intermediate School			
Music Theatre	3.0		
Intermediate School Band	\$250/per performance		
High School Musicals	7.8		
Elementary Musicals	\$250/per performance		
High School Student Council	5.5	Gymnastics	9.4
H.S. Student Council Asst.	3.1		
Middle School Student Council	5.5		

Sr. Class Advisor	4.7	High School Play (Fall)	3.3
Sr. Class Assistant	3.1	Debate B Forensics	7.8
Jr. Class Advisor	3.9	High School Talent Show	3.3
Jr. Class Assistant	2.3		
Sophomore Class Advisor	2.3		
Sophomore Assistant	1.6	High School Paper	4.7
Fr. Class Advisor	2.0		
Fr. Class Assistant	1.95	Team Leader	4.5
Honor Society	2.3		

NCA Chairs (or Co-Chairs) appointed by the administration, will receive \$500 per school year for the performance of those duties. In the event there are Co-chairs, the \$500 stipend will be split equally between co-chairs. Committee Chair (or Co-Chairs, not to exceed two per Committee), appointed by the administration, will receive \$1,000 for the performance of those duties. In the event there are Co-Chairs, the stipend will be split equally. In the event there are no Committee Chairs (or Co-Chairs), the NCA Chair (or Co-Chairs) will instead receive a stipend of \$1,500.

Board will fill vacancies in Schedule C positions from within its own teaching staff whenever possible. When the Board employs an extra-curricular employee outside of the regular staff, the Board shall pay a rate mutually agreed upon between the Board and the employee. This rate shall not exceed the rate adopted in Schedule C. The following factors shall be given consideration.

- Prior experience in education
- Identified special requirements of the position
- Academic preparation
- Professional development training, i.e., in-service, workshops, conferences

All summer teaching assignments (June through August) paid out of general operating funds (excludes Community Schools, summer work under contract, federally funded programs) shall be paid \$26.92 per hour for 2006-2007.

The salary of extra-curricular appointments not listed shall be negotiated prior to the assignment of said job.

APPENDIX I
REETHS-PUFFER SCHOOL CALENDAR

2005-2006 Calendar

August 30, 2005	New Teachers Report
August 31, 2005	New Teachers Report
September 1, 2005	All Staff In-Service
September 6, 2005	1 st day of School (full day)
September 20, 2005	K-12 No School (Staff In-Service)
October 19, 2005	K-12 No School (Staff In-Service)
November 4, 2005	K-12 AM Only
	Records Day PM
November 9, 2005	K-4 Conferences, 5:00 p.m. – 8:00 p.m. (school is in session)
November 10, 2005	K-4 AM Only
	K-4 Conference, 1:00 p.m. – 4:00 p.m. and 5:00 p.m. – 8:00 p.m.
November 11, 2005	K-4 AM Only (comp for conferences)
November 16, 2005	5-12 Conferences, 5:00 p.m. – 8:00 p.m. (school is in session)
November 17, 2005	5-8 AM Only
	5-8 Conferences, Noon – 3:00 p.m. and 5:00 p.m. – 8:00 p.m.
	9-12 Conferences, 5:00 p.m. – 8:00 p.m. (school is in session)
November 18, 2005	5-12 AM Only
November 23, 2005	K-12 AM Only
November 24-25, 2005	Thanksgiving Holiday
December 21, 2005	K-12 AM Only; Christmas Recess Begins after Dismissal
January 4, 2006	School Resumes
January 16, 2006	Martin Luther King Jr. Day – No School
January 20, 2006	5-12 AM Only
	Records Day PM
February 17 & 20, 2006	Mid-Winter Break
February 22, 2006	5-12 Conferences, 5:00 p.m. – 8:00 p.m. (school is in session)
February 23, 2006	5-8 AM Only
	5-8 Conferences, Noon – 3:00 p.m. and 5:00 p.m. – 8:00 p.m.
	9-12 Conferences, 5:00 p.m. – 8:00 p.m. Only (school is in session)
February 24, 2006	5-12 AM Only
March 24, 2006	K-4 AM Only
	Records Day PM
March 29, 2006	K-4 Conferences, 5:00 p.m. – 8:00 p.m. (school is in session)
March 30, 2006	K-4 AM Only
	K-4 Conferences, 1:00 p.m. – 4:00 p.m. and 5:00 p.m. – 8:00 p.m.
March 31, 2006	K-12 AM Only
April 3-7, 2006	Spring Break
April 14, 2006	K12 AM Only
	No School PM(Good Friday)
April 27, 2006	K-12 AM Only
	Staff In-Service PM
May 26, 2006	K-4 AM Only
May 29, 2006	Memorial Day – No School

June 8, 2006

K-12 AM Only –Records Day PM

9-12 Last Day of School

June 9, 2006

K-8 AM Only

K-8 Last Day of School

9-12 Records Day AM

*Check out PM begins 30 minutes after students dismiss

APPENDIX I
REETHS-PUFFER SCHOOL CALENDAR

2006-2007 Calendar

August 29, 2006	New Teachers Report
August 30, 2006	New Teachers Report
August 31, 2006	All Staff In-Service
September 5, 2006	1 st day of School (full day)
September 19, 2006	K-12 No School (Staff In-Service)
October 18, 2006	K-12 No School (Staff In-Service)
November 3, 2006	K-12 AM Only Records Day PM
November 8, 2006	K-4 Conferences, 5:00 p.m. – 8:00 p.m. (school is in session)
November 9, 2006	K-4 AM Only K-4 Conference, 1:00 p.m. – 4:00 p.m. and 5:00 p.m. – 8:00 p.m.
November 10, 2006	K-4 AM Only (comp for conferences)
November 15, 2006	5-12 Conferences, 5:00 p.m. – 8:00 p.m. (school is in session)
November 16, 2006	5-8 AM Only 5-8 Conferences, Noon – 3:00 p.m. and 5:00 p.m. – 8:00 p.m. 9-12 Conferences, 5:00 p.m. – 8:00 p.m. (school is in session)
November 17, 2006	5-12 AM Only (comp for conferences)
November 22, 2006	K-12 AM Only (comp for conferences)
November 23-24, 2006	Thanksgiving Holiday
December 20, 2006	K-12 AM Only; Christmas Recess Begins after Dismissal
January 3, 2007	School Resumes
January 15, 2007	Martin Luther King Jr Day – No School
January 19, 2007	5-12 AM Only Records Day PM
February 16 & 19, 2007	Mid-Winter Break
February 21, 2007	5-12 Conferences, 5:00 p.m. – 8:00 p.m. (school is in session)
February 22, 2007	5-8 AM Only 5-8 Conferences, Noon – 3:00 p.m. and 5:00 p.m. – 8:00 p.m. 9-12 Conferences, 5:00 p.m. – 8:00 p.m. Only (school is in session)
February 23, 2007	5-12 AM Only (comp for conferences)
March 23, 2007	K-4 AM Only Records Day PM
March 28, 2007	K-4 Conferences, 5:00 p.m. – 8:00 p.m. (school is in session)
March 29, 2007	K-4 AM Only K-4 Conferences, 1:00 p.m. – 4:00 p.m. and 5:00 p.m. – 8:00 p.m.
*March 30, 2007	No school (comp for conferences)
April 2-6, 2007	Spring Break
April 26, 2007	K-12 AM Only Staff In-Service PM
May 25, 2007	K-4 AM Only (comp for conferences)
May 28, 2007	Memorial Day – No School
June 7, 2007	K-12 AM Only Records Day PM

June 8, 2007

9-12 Last Day of School

K-8 AM Only

K-8 Last Day of School

9-12 Records Day AM

*Check out PM begins 30 minutes after students dismiss

*The parties recognize that this compensatory day is normally a half-day. For the 2007-2008 school calendar (absent other agreement by the parties) this compensatory day will return to a half-day of pupil instruction.

APPENDIX II
GRIEVANCE REPORT FORM

Building Assignment Name(s) of Grievant(s) Date Filed

STEP I

A. Date cause or grievance occurred: _____

B. Date of oral presentation of grievance: _____

C. Briefly identify problem _____

Signature (Grievant): _____ Date: _____

STEP II

A. Statement of grievance (attach sheets if necessary):

Signature: _____ Date: _____

B. Date received by Principal: _____

C. Disposition by Principal (with copy to Grievant and Association)

Signature: _____ Date: _____

D. Position of Grievant and/or Association:

Signature: _____ Date: _____

STEP III

A. Date received by Superintendent of Designee: _____

B. Disposition of Superintendent or Designee: _____

Signature: _____ Date: _____

C. Position of Grievant and/or Association: _____

Signature: _____ Date: _____

**APPENDIX III
TEACHER OBSERVATION FORM**

NAME: _____

OBSERVATION RECORD _____
DATE _____

EVALUATION RECORD _____
DATE _____

Teacher _____ School Year _____

Assignment/Grade _____ School _____

Observation 1 2 3 Name of Evaluator _____ Principal/Supervisor
(Circle One)

Observation Date _____ Beginning Time _____ Ending Time _____

RATE SCALE:

- Exceeds expectations
- Meets expectations
- Below expectations
- Not observed

I. TECHNIQUES OF INSTRUCTION TEACHERS BEHAVIORS

A. Provides opportunities for students to participate actively and successfully

- a. Varies activities
- b. Interacts with students
- c. Solicits participation
- d. Clarifies/elaborates student responses
- e. Provides time for responses
- f. Implements at appropriate level of difficulty

B. Evaluates and provides feedback on student progress during instruction.

- a. Communicates expectations
- b. Monitors student performance
- c. Checks for understanding
- d. Reinforces correct responses
- e. Provides corrective feedback
- f. Reteachers

II. CLASSROOM MANAGEMENT

A. Organizes materials and students

- a. Secures student attention
- b. Procedures & directions given clearly
- c. Uses appropriate seating-grouping
- d. Has materials-aids-facilities ready

B. Maximizes amount of time available

- a. Begins/ends promptly
- b. Implements sequence of activities
- c. Maintains lesson focus
- d. Maintains appropriate pace in order to keep students engaged

C. Manages student behavior

- a. Specifies expectations/rules
- b. Redirects off task behavior
- c. Stops inappropriate/disruptive Behavior
- d. Reinforces

III. KNOWLEDGE OF SUBJECT MATTER

A. Teaches for cognitive, affective, and/or psychomotor learning

- a. Begins with introduction
- b. Relates prior knowledge to future learning
- c. Defines/describes concepts
- d. Provides guided practice
- e. Opportunities for transfer
- f. Closes instruction

B. Presents information accurately and clearly

- a. Uses appropriate vocabulary
- b. Explains content
- c. Stresses important points
- d. Models learning

C. Uses acceptable communication skills

- a. Speaks clearly
- b. Uses appropriate language
- c. Demonstrates written skills

IV. RELATIONSHIP WITH
STUDENTS-PARENTS-
COLLEAGUES

A. Uses strategies to motivate students
for learning

- a. Relates to student interests
- b. Emphasizes value/importance of activity
- c. Reinforces student efforts
- d. Challenges

B. Maintains supportive environment

- a. Avoids sarcasm/negative criticism
- b. Maintains positive climate
- c. Provide encouragement
- d. Maintains confidentiality

C. Interacts and communicated with
parents

- a. Initiates communications
- b. Conducts conferences
- c. Provides information on student progress
- d. Maintains confidentiality

D. Promotes and evaluates student
growth

- a. Participates in goal setting
- b. Plans instruction effectively
- c. Maintains accurate records

V. LIFE LONG LEARNING

A. Professional growth and
development

TEACHER BEHAVIORS

- a. Goal Setting
- b. Stays current with content
- c. Stays current with methods
- d. Participation in professional organizations
- e. Plans for and engages in professional development activities

COMMENTS: _____

1. Considering all factors the work performance of this teacher is:
Satisfactory _____ Unsatisfactory _____
2. The teacher is recommended for (if applicable):
Tenure _____ Additional year of Probation _____
3. The signature of teacher indicates that he/she has received and reviewed a copy of this Evaluation Record.

Teacher Signature Date Received Evaluator Signature/Date Conference Date

Original Copy – Central Office
Copy #2 – Teacher’s Supervisor
Copy #3 – Teacher

**APPENDIX IV
TEACHER EVALUATION FORM**

NAME: _____

OBSERVATION RECORD _____
DATE

EVALUATION RECORD _____
DATE

Teacher _____ School Year _____

Assignment/Grade _____ School _____

Name of Evaluator _____ Principal/Supervisor
(Circle One)

RATE SCALE:

- Exceeds expectations
- Meets expectations
- Below expectations
- Not observed

I. TECHNIQUES OF INSTRUCTION TEACHERS BEHAVIORS

A. Provides opportunities for students to participate actively and successfully

- a. Varies activities
- b. Interacts with students
- c. Solicits participation
- d. Clarifies/elaborates student responses
- e. Provides time for responses
- f. Implements at appropriate level of difficulty

B. Evaluates and provides feedback on student progress during instruction.

- a. Communicates expectations
- b. Monitors student performance
- c. Checks for understanding
- d. Reinforces correct responses
- e. Provides corrective feedback
- f. Reteachers

II. CLASSROOM MANAGEMENT

TEACHERS BEHAVIORS

A. Organizes materials and students

- a. Secures student attention
- b. Procedures & directions given clearly
- c. Uses appropriate seating-grouping
- d. Has materials/aids/facilities ready

B. Maximizes amount of time available

- a. Begins/ends promptly
- b. Implements sequence of activities
- c. Maintains lesson focus
- d. Maintains appropriate pace in order to keep students engaged

C. Manages student behavior

- a. Specifies expectations/rules
- b. Redirects off task behavior
- c. Stops inappropriate/disruptive Behavior
- d. Reinforces

III. KNOWLEDGE OF SUBJECT MATTER

A. Teaches for cognitive, affective, and/or psychomotor learning

- a. Begins with introduction
- b. Relates prior knowledge to future learning
- c. Defines/describes concepts
- d. Provides guided practice
- e. Opportunities for transfer
- f. Closes instruction

B. Presents information accurately and clearly

- a. Uses appropriate vocabulary
- b. Explains content
- c. Stresses important points
- d. Models learning

C. Uses acceptable communication skills

- a. Speaks clearly
- b. Uses appropriate language
- c. Demonstrates written skills

IV. RELATIONSHIP WITH STUDENTS-PARENTS-COLLEAGUES

A. Uses strategies to motivate students for learning

- a. Relates to student interests
- b. Emphasizes value/importance of activity
- c. Reinforces student efforts
- d. Challenges

B. Maintains supportive environment

- a. Avoids sarcasm/negative criticism
- b. Maintains positive climate
- c. Provides encourages
- d. Maintains confidentiality

C. Interacts and communicated with parents

- a. Initiates communications
- b. Conducts conferences
- c. Provides information on student progress
- d. Maintains confidentiality

D. Promotes and evaluates student growth

- a. Participates in goal setting
- b. Plans instruction effectively
- c. Maintains accurate records

V LIFE LONG LEARNING

TEACHER BEHAVIORS

A. Professional growth and development

- a. Goal Setting
- b. Stays current with content
- c. Stays current with methods
- d. Participation in professional organizations
- e. Plans for and engages in professional development activities

COMMENTS: _____

C. Considering all factors the work performance of this teacher is:
 Satisfactory _____ Unsatisfactory _____

D. The teacher is recommended for (if applicable):
 Tenure _____ Additional year of Probation _____

E. The signature of teacher indicates that he/she has received and reviewed a copy of this Evaluation Record.

 Teacher Signature Date Received Evaluator Signature/Date Conference Date

Original Copy – Central Office
 Copy #2 – Teacher’s Supervisor
 Copy #3 – Teacher