

MASTER AGREEMENT
between the

GENESEE
BOARD OF EDUCATION

and the

GENESEE EDUCATION
ASSOCIATION

LOCAL 10/MEA/NEA

2011-12

2012-13

2013-14

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This agreement entered into this 1st day of July, 2011, by and between the Genesee Unit of Local 10 MEA-NEA (or its successor MEA affiliated organization), a Michigan corporation hereinafter called the Association, affiliated with the Michigan Education Association, hereinafter called the MEA, and the National Education Association, hereinafter called the NEA, and school district of Genesee, the township of Genesee, Michigan, hereinafter called the Board, the signatories shall be the sole parties to this Agreement.

WITNESSETH:

Whereas, the Board and the Association recognize and declare that providing a quality education for the children of the Genesee School 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 has statutory obligation, pursuant to the Public Employment Relations Act, Act 336 of the Public Acts of 1947 as amended, to bargain with the Association as the representatives of the teaching personnel with respect to hours, wages, terms and conditions of employment, and

Whereas, the parties have reached certain understandings which they desire to confirm in this agreement,

Therefore, in consideration of the following mutual covenant, it is hereby agreed as follows:

ARTICLE 1

RECOGNITION

- A. The Board hereby recognizes the Association as the sole and exclusive bargaining agent under PA 379 for all certified or professional personnel whether under contract, on leave, or on per diem, hourly, or class rate basis, employed or to be employed by the Board. Such representation shall cover all personnel assigned to newly created professional positions unless the parties agree, in advance, that such positions are principally supervisory and administrative. Such representation shall exclude Superintendent, Assistant Superintendent, Directors of School and Community Relations, Principals, Assistant Principals, Business Managers, Athletic Director, Special Services Coordinator, Media Administrator, Dean of Students and any other person engaged fifty per cent of the time in the direct administration and supervision of professional personnel. The term "Teacher" when used hereinafter in the Agreement shall refer to all professional employees represented by the Association in the bargaining or negotiating unit as above defined.
- B. It is understood that the member of the bargaining unit set forth in the above recognition clause have the responsibility for performing duties normally associated with these positions. These duties shall be assigned to a person who is, or will become, a member of the bargaining unit represented by the union.
- C. The Board agrees not to negotiate with any teachers' organization other than the Association for the duration of the Agreement.

ARTICLE 2

TEACHER RIGHTS

- A. Pursuant to the Michigan Public Employment Relations Act 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 negotiations and other

concerted activities for mutual aid and protection. As a duly elected body exercising governmental power under the laws 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 the Act 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/her membership in the Association, his/her participation in any activities of the Association or collective professional negotiations with the Board, or his/her institution of any grievance, complaint, or proceeding under this Agreement or otherwise with respect to any terms or conditions of employment.

- B. Nothing contained herein shall be construed to deny or restrict to any teacher rights he/she may have under the Michigan General School Laws or other applicable laws and regulations. The rights granted to teachers hereunder shall be deemed to be in addition to those provided elsewhere.
- C. The Association and its representatives shall have the right to use school buildings at all reasonable hours for meetings, provided that when special custodial service is required, the Board may make a reasonable charge therefore. No charge shall be made for use of schoolrooms before the commencement of the school day or until 6:00 p.m.
- D. Duly authorized representatives of the Association and their respective affiliates shall be permitted to transact official Association business on school property at all reasonable times, provided that this shall not interfere with or interrupt normal school operations.
- E. The Association shall have the right to use school facilities and equipment 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.
- F. The Association shall have the right to post notices of activities and matters of Association concern on teacher bulletin boards, at least one of which shall be provided in each school

building. The Association may use the district mail service and teacher mailboxes for communication to teachers.

- G. The Board agrees to furnish to the Association in response to reasonable requests all available information concerning the financial resources of the district, including but not limited to, annual financial reports and audits, register of certificated personnel, tentative budgetary requirements and allocations, agendas and minutes of all Board meetings, treasurer's reports, census and membership data, names and addresses of all teachers, salaries paid thereto, and educational background and such other information as will assist the Association in developing intelligent, accurate, informed and constructive programs on behalf of the teachers and their students, together with information which may be necessary for the Association to process any grievance or complaint.
- H. The Board shall consult with the Association on any new or modified fiscal, budgetary or tax programs, construction programs, or major revisions of educational policy, including Performance Contracting and Accountability Models, which are proposed or under consideration and the Association shall be given opportunity to advise the Board with respect to said matters prior to their adoption and/or general publication. The Board shall not submit any proposal for additional operational or building millage without prior consultations with the Association.
- I. All inservice education for teachers shall be mutually accepted and jointly planned by the Association's Curriculum Council and the Board of Education.
- J. The teachers shall be entitled to full rights of citizenship and no religious or political activities of any teacher or lack thereof shall be grounds for any discipline or discrimination with respect to the professional employment of such teacher. The private and personal life of any teacher is not within the appropriate concern or attention of the Board.
- K. The provisions of this Agreement shall be applied without regard to race, creed, religion, color, national origin, age, sex, marital status, or disability.

- L. The rights granted herein to the Association shall not be granted or extended to any competing labor organization.
- M. The Board shall place on the agenda of each regular Board meeting as the first item for consideration under “New Business” any matters brought to its consideration by the Association so long as those matters are made known to the superintendent’s office 48 hours prior to said regular meeting.
- N. The parties involved recognize the right of each appropriately to invoke the assistance of the State Labor Mediation Board, or a mediator from such public agency.
- O. Academic freedom shall be guaranteed to teachers, and no special limitations shall be placed upon study, investigation, presenting and interpreting facts and ideas concerning man, human society, the physical and biological world, and other branches of learning subject to accepted standards of professional responsibility. The right to academic freedom herein established shall include the right to support or oppose political causes and issues outside the normal classroom activities.

ARTICLE 3

RIGHTS OF THE BOARD

The Association recognizes that the Board has responsibility and authority to manage and direct, on behalf of the public all the operations and activities of the school district to the full extent authorized by law, provided that such rights and responsibilities shall be exercised by the Board in conformity with the provisions of the Agreement.

ARTICLE 4

PROFESSIONAL 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 assignment authorizing deduction of professional dues in the

Association, including the MEA and NEA. Such authorization shall continue in effect from year to year unless revoked in writing between June 1 and September 1 of any year. Pursuant to such authorization, the Board shall deduct from each teacher's salary one/twenty-first of such dues starting with the first pay of the current teaching contract. Deductions for teachers employed after the commencement of the school year shall be appropriately prorated to complete payments by the following June. Teachers who leave the district during a school year or who go on an unpaid leave of absence during a school year shall have all dues prorated. Teachers hired on a one – semester terminating contract shall be liable for one-half the professional dues.

- B. Any teacher who is not a member of the Association in good standing or who does not make application for membership within thirty days from the date of commencement of teaching duty shall as a condition of employment pay as a representation benefit to the Association an amount set by the Association and payable to the Association, the NEA and the MEA, provided however that the teacher may authorize payroll deduction for such fee in the same manner as provided in Paragraph A of this Article. In the event that a teacher shall not pay such fee directly to the Association or authorize payment through payroll deductions, as provided in Paragraph A, the Board shall immediately cause the termination of employment of such teacher. The parties expressly recognize that the failure of any teacher to comply with the provisions of this Article is just and reasonable cause for discharge from employment.
- C. The Michigan Education Association agrees to assume the legal defense of any action or suit brought against the Board as a result of the implementation of this Article. The MEA further agrees to indemnify the Board for any costs or damages which may be assessed against it as the result of said action or suit. The MEA has the right to decide whether to defend any said action or whether or not to appeal the decision of any court or other tribunal regarding the validity of this Article, or the damages which may be assessed against the Board by any court

or tribunal. The MEA has the right to select legal counsel to defend said action. The MEA has the right to compromise or settle any claim made against the Board under this Article.

D. With respect to all sums deducted by the Board pursuant to authorization of the employee, whether for professional dues or equivalent fee, the Board agrees promptly to remit monthly to the Association all membership deductions. The Association agrees promptly to advise the Board of all members of the Association in good standing from time to time and to furnish any other information needed by the Board to fulfill the provisions of this article not otherwise available to the Board.

E. Upon appropriate written authorization from the teacher, the Board shall deduct from the salary of any teacher and make appropriate remittance for annuities, credit union, savings bonds, charitable donations, any MESSA option, or any plans or programs jointly approved by the Association and the Board. It is agreed, by the Association and the Board, that the plans and programs alluded to are as follows:

- (a) Annuities: Ameriprise -Prudential - -Paradigm – Great American - Legends Group
- (b) All Banks and Credit Unions
- (c) Savings Bonds – United States
- (d) Charitable Donations – United Way
- (e) MESSA Option – In addition to negotiated MESSA contract
- (f) MEA Financial Services

It is further agreed under (a) Annuities that if one (1) or more of the employees covered by the Master Agreement desires an additional carrier it will be added to those listed. As long as they meet the requirements.

ARTICLE 5

TEACHING HOURS

A. No teacher shall be required to report for duty earlier than fifteen (15) minutes before the opening of the pupils' regular school day in the morning. Teachers shall be permitted to leave 15 minutes after the close of the pupils' regular school day. Teachers are encouraged to remain a sufficient period after the close of the scheduled school day to attend to those matters that properly require attention at that time, including consultations with parents when

scheduled directly with the teacher. On days preceding holidays or vacations, the teacher's day shall end at the close of the pupil day.

- B. The normal weekly teaching load in the junior and senior high school will be 25 teaching periods per week. The schedules of all teaching personnel shall conform to those stated in Appendix A of this Agreement.
- C. Vocal and instrumental music and physical education shall remain as an integral part of the total school curriculum throughout the duration of this Agreement.
- D. The elementary vocal and theory music programs (1-6) shall meet in a normal classroom situation and be conducted by a fully certified music teacher for a weekly period of time no less than fifty (50) minutes which shall not be divided into more than two sessions. Children will be allowed to participate in Elementary Beginning and Advanced Bands as an alternate to this program.
- E. The elementary physical education program (K-6) shall be conducted by a fully certified physical education teacher for a weekly period of time no less than fifty (50) minutes, which shall not be divided into more than two sessions. Elementary physical education class size maximum shall not exceed thirty-three pupils.
- F. All teachers shall be entitled to a duty free lunch period of not less than 35 minutes.
- G. Elementary teachers shall use for preparation all time during which their classes are scheduled for instruction from various teaching specialists.
- H. Teachers will be entitled to 250 minutes of planning time per week.
- I. Planning, recess, and relief time lost due to scheduled parties will not be compensated or rescheduled. During scheduled assemblies, the teacher who is assigned to any group of students shall attend the assembly (includes specialists special ed, etc). When a specialist is assigned to any staff member's classroom during an assembly time, that staff member may leave the assembly for whatever portion of that time is needed to perform necessary tasks normally done during preparation time. It is not expected that the teacher will leave for the

sole purpose of having break time. Planning time lost due to shared time teachers' extra curricular high school responsibilities will be rescheduled by the shared time teacher.

- J. No departure from these norms, except in the case of emergency, shall be made without prior consultation with the Association. In the event of any disagreement between the Board and the Association as to the need and desirability of such deviation, the matter may be processed through the professional grievance procedure hereinafter set forth.
- K. Whenever a teacher is asked to work more than his/her teaching schedule as set forth in this article, he/she shall receive additional compensation as indicated in paragraph L.
- L. Any teacher who substitutes for another teacher shall receive compensatory time at a rate of 2.4 hours for each substitute period. Compensatory time shall be credited on the next regular pay period after the work is done.
- M. A teacher engaged during the school day in negotiating on behalf of the Association with any representative of the Board or participating in any professional grievance negotiation, including arbitration, shall be released from regular duties without loss of salary.
- N. Persons holding the position of High School Guidance Counselor will be expected to work a minimum of 7½ days beyond the normal teaching year. The Elementary Guidance may be expected to work 2 days beyond the normal teaching year. Compensation for the aforementioned time shall be at the individual's per diem rate.

ARTICLE 6

CLASS SIZE

The parties recognize that optimum school facilities for both student and teacher are desirable to insure the high quality of education that is the goal of both the Association and the Board. It is also acknowledged that the primary duty and responsibility of the teacher is to teach and that the organization of the school and the school day should be directed toward insuring that the energy of the teacher is primarily utilized to this end.

A. Because the pupil-teacher ratio is an important aspect of an effective educational program, the maximum size of each class shall be set at 28 pupils K-3 and 30 pupils 4-12 except in traditionally large group instruction courses or in experimental classes. The Association must agree in writing to exceed those maximums in any deviations except as outlined in the following procedures.

The Board may add up to five extra pupils K-3 and up to three extra pupils 4-12 in any class (maximum of thirty-three) without the agreement of the Association. If this occurs, however, the Board will pay to the teacher involved a sum of \$250 per semester per elementary student over the 28 or 30-student maximum and \$50 per semester per student per high school class over the thirty-student maximum. The Board will not create a multigrade elementary classroom covering more than two grades except with special consultation and agreement with the Association.

The Board will pay the specified amounts to any teacher whose class has exceeded the maximums for any forty-five-classroom days in any semester.

The Board will have the first ten school days of each semester to meet these standards after which this Article will take effect.

The ratio of total pupils in the district on the fourth Friday of the school year to total teachers (as defined in Article I, Section A) shall be less than 26 to 1.

B. In grades K thru 6 when the maximum class size (33 maximum) is exceeded due to assignment of special education students to the general classroom the regular classroom teacher will be compensated at the rate of \$50 per 50 minute classroom period per semester that the student is assigned to the regular classroom teacher.

C. Neither elementary nor secondary teachers shall be deprived of preparation time because of secondary exam schedules. If an unresolvable conflict arises, the teacher shall be compensated as per Article 5, L.

- D. The Board of Education will try to maintain the maximum class size of 33 pupils in the K-6 elementary specials classrooms (music education and physical education). However, in situations where the class size is over 33 pupils, a paraprofessional will be placed in the classroom, which has the overage, to assist the teacher.

ARTICLE 7

TEACHING CONDITIONS

- A. The Board recognizes that the appropriate texts, library reference facilities, maps and globes, laboratory equipment, current periodicals, standard tests and questionnaires, and similar materials are the tools of the teaching profession. Further, that effort shall be continued to seek and use textbooks and supplementary reading materials that contain the contribution of minority groups to the history, scientific, and social development of the United States. The parties will confer from time to time through the curriculum councils composed of the department heads and principals in each school for the purpose of improving the selection and use of such educational tools and the Board undertakes promptly to consider all joint decisions thereon made by its representative and the Association. The Board agrees at all times to keep the school reasonably equipped and maintained.
- B. The Board agrees to make available to the teachers in each school adequate typing and duplicating facilities and clerical personnel to aid teachers in the preparation of instructional material.
- C. The Board shall provide:
1. A separate desk for each teacher in the district with a lockable drawer space.
 2. Suitable closet space for each teacher to store coats and other personal articles.
 3. Adequate dry mark board space in every classroom.
 4. Copies, exclusively for each teacher's use, for all texts used in each of the courses he/she is to teach.

5. A suitable storage space in each classroom for instructional materials.
 6. Adequate attendance books, paper, pencils, pens, chalk, erasers, expo markers and other such material required in daily teaching responsibility.
- D. Telephone facilities shall be made available to teachers for their reasonable use.
 - E. Teachers shall not be required to work under unsafe or hazardous conditions or to perform tasks, which endanger their health, safety, or well-being.
 - F. Upon the request of the Association, vending machines shall be installed in the teacher's lounge. Eighty percent of the proceeds from such machines shall be placed in the Dorothy Baker Scholarship fund created for that purpose. Said scholarship fund shall be administered jointly by the Association and the Administration.
 - G. Faculty meetings may be set for the thirty (30) minutes immediately following or preceding the regular teacher day. When such meetings are longer than thirty (30) minutes, bargaining unit members may choose to remain voluntarily without pay. In addition the building principal may schedule up to three 60-minute meetings per year. The building principal and AR shall meet to develop the agenda. One week's advance notice shall be given for such meetings.

ARTICLE 8

PROFESSIONAL QUALIFICATIONS AND ASSIGNMENTS

- A. All teachers employed by the Genesee School District must possess a Valid Michigan Provisional, Permanent, Continuing or Professional Certificate or the appropriate license. The employment of new teachers whose certification is anything less than a Valid Michigan Provisional, Permanent, Continuing or Professional Certificate or the appropriate license is to be permitted only in a case of absolute necessity and by mutual consent of the Association and the Board. In each instance the Board shall indicate the extent to which it has endeavored to fill the position with a fully certified person. No person whose certification is based on less

than a Valid Michigan Provisional, Permanent, Continuing or Professional Certificate or the appropriate license shall be employed in a regular full time position for more than one year. The individual contract shall provide for immediate termination in the event a person with a Valid Provisional, Permanent, Continuing or Professional Certificate or appropriate license is hired for that position.

- B. Teachers shall not be assigned outside the scope of their teaching certificates except temporarily and for good cause, and the Association shall be so notified in writing in each instance, along with written statement of reasons for such misassignment. Temporary shall be defined for purposes of this Article as not to extend beyond the current school year.
- C. All teachers shall be given written notice of their schedules for the forthcoming year no later than the preceding first day of June. In the event that changes in such schedule are proposed, all teachers affected shall be notified promptly and consulted. In no event will changes in teachers' schedules be made later than the 15th day of August preceding the commencement of the school year, unless an emergency situation requires same, and the Association shall be notified in writing in each instance.
- D. Any assignments in addition to the normal teaching schedule during the regular school year, including Adult Education courses, driver education, and extra duties enumerated in Appendix B, and summer school courses, shall not be obligatory but shall be with the consent of the teacher. Preference in making such assignments will be given to fully certified teachers regularly employed in the district.
- E. Bargaining unit representatives shall be guaranteed on all school improvement committees and/or all site based decision-making programs not constituted of specifically bargained positions. Such representatives shall be chosen by the bargaining unit. Whenever possible, these entities shall meet within the regular workday.
- F. Student teacher assignments shall not be obligatory, but shall be with the consent of the teacher. Preference in making such assignments will be based on seniority and area of

certification. Student teachers will be assigned to teachers with at least three years experience in the grade level and or subject area.

ARTICLE 9

VACANCIES PROMOTIONS AND TRANSFERS

- A. The Board recognizes that it is desirable in making assignments to consider the interests and aspirations of its teachers. Requests by a teacher for transfer to a different class, building, or position shall be made in writing, on forms furnished by the Board, one copy of which shall be filed with the Superintendent and one copy shall be filed with the Association. The application shall set forth the reasons for transfer, the school grade or position sought, and the applicant's academic qualifications. Such requests shall be reviewed once each year to assure active consideration by the Board.
- B. The Association recognizes that when vacancies occur during the school year it may be difficult to fill them from within the district without undue disruption to the existing instructional program. If the Superintendent in his/her reasonable judgement so determines, such a vacancy may be filled on a temporary basis until the end of the current semester at which time the position will be considered vacant.
- C. The Board declares its support of a policy, when feasible, of filling teaching or administrative vacancies from within its own teaching staff. Whenever such vacancy arises or is anticipated during the normal school year, the superintendent shall notify the Association and promptly post notice of same on a bulletin board in each school building for no less than three weeks, except by mutual consent, before the position is filled. Vacancies shall be filled on the basis of the experience, competency and qualifications of the applicant, length of service in the district, and other relevant factors. Any new teaching or administrative positions shall be posted with accompanying job description. An applicant with less service in the district shall not be awarded such position unless his/her qualifications shall be substantially superior.

- D. Whenever teaching or administrative vacancies occur during the normal summer months when school is not in session, the following procedures heretofore outlined shall be followed:
1. Teachers with specific interests in possible vacancies will notify the superintendent's office of their interest in writing during the last week of school and shall include a summer address.
 2. Should such a vacancy occur, the teachers who have expressed an interest in said position or a similar position shall be contacted by the superintendent's office and notified of the vacancy.
 3. Teachers so notified shall have the responsibility of contacting the superintendent's office indicating their interest in said position within five (5) days of notification.
- E. An involuntary transfer will be made only in the case of emergency or to prevent undue disruption of the instructional program. The superintendent shall notify the affected teacher and the Association of the reasons for such a transfer. If the teacher objects to such transfer for the reasons given, the dispute may be resolved through the professional Grievance procedure.
- F. Any teacher who shall be transferred to an administrative or executive position and shall later return to a teacher status shall be entitled to retain such rights as he/she may have under this Agreement prior to such transfer to supervisory or executive status, except that no seniority will be granted for years of administrative service. Administrative or executive personnel may only transfer to a vacant position and may not replace or cause the displacement of a tenured bargaining unit member.
- G. The Board declares its support of a policy of filling extra-curricular vacancies from within its own teaching staff when possible. Bargaining unit members currently holding Schedule B position(s) must respond to administrative inquiry by April 30 to retain said position(s). The Board will post a total list of extra-curricular position vacancies by June 1 of each year. Teachers will have 10 school days to make application for posted positions. Positions not

posted will be considered filled for the next school year by the person holding that position during the current year. Vacancies in extra-curricular positions will be filled by internal posting for 10 business days prior to the external posting of the position.

- H. All teachers shall be notified in writing of new positions created after June 1 and shall be given 10 days after notification to apply for the position. Posting shall be considered proper notification only during the school year as defined in Appendix D.
- I. When an athletic coaching position becomes open, the position will be immediately posted on an internal basis first.

ARTICLE 10

LEAVE TIME

- A. At the beginning of each school year each teacher shall be credited with ten (10) leave days. Unused days may accumulate from year to year up to thirty (30). Unused days past thirty will be paid to the teacher at the current sub rate per day at the end of the school year. Teachers with at least ten (10) years of seniority may convert up to (20) days per year to vacation time to be paid in addition to their annual salary. The vacation time is to be paid in addition to their annual salary. This vacation time will be paid at the current sub rate for each of the twenty days. Teachers will notify the payroll office of conversion of leave time to vacation time on the first workday of each contract year.
- B. Teachers will be allowed to use ½ of a leave day provided that the reason for using such time is of an emergency/unavoidable nature. Acceptable reasons for use would include, but not be limited to, personal or family illness, funerals, or appointments when circumstances prevent scheduling otherwise and when not done on a regular basis. It is understood that members will try to keep use of ½ days to emergency situations, and will not schedule such days arbitrarily.

- C. Upon leaving the district, a teacher shall be paid at the current sub rate for each accumulated leave day credited to him/her.
- D. A teacher may be asked to document any use of more than two (2) consecutive leave days.
- E. Bereavement Leave: Where distance precludes attendance by a school representative at the funeral, a bereaved bargaining unit member shall be allowed one day for travel.
- F. The Board shall furnish each teacher with a written statement at the beginning of each school year setting forth total leave credit.
- G. A teacher who becomes eligible for benefits from the Short Term Disability Insurance shall be granted a leave of absence without pay for the duration of the illness or disability or to the end of the school year, whichever is shorter. Such leave will be extended with full insurance coverage for a maximum of two semesters by request of the teacher. A doctor's statement must be presented, if requested. A teacher whose leave has been extended into a new school year has the option of returning to his/her position at the beginning of that new year if he/she notifies the Superintendent of his/her intentions by the preceding July 15 or at the beginning of the second semester if he/she notifies the Superintendent of his/her intentions by the preceding December 1. Upon return from such leave the teacher shall be assigned to the same or an equivalent teaching position and shall be paid, therefore, at the salary step on the salary schedule allowing full time for such leave.
- H. Absence due to a disabling injury incurred in the course of the teacher's employment shall not be charged against a teacher's sick leave days. Any eligible compensation will be that of Workers Compensation. Salary for the five working day waiting period between Workers Compensation and/or Short Term Disability shall be covered by the Board.
- I. A teacher planning to use a leave day is encouraged to notify his/her building principal as far in advance as possible. A leave day may not be used before or after a holiday or vacation period to extend the vacation or holiday without prior approval of the administration.

Approval or rejection of a request will be documented by the administration and will be given to the Association. Complete Appendix P

- J. The use of three or more leave days to provide an additional vacation period will not be allowed without the prior approval of the Administration. Complete Appendix P
- K. The use of a leave day will not be allowed for a scheduled professional development day without prior approval of the administration. Complete Appendix P
- L. A teacher called for jury duty (or to give testimony before any judicial or administrative tribunal) or in arbitration, negotiation, mediation or fact-finding proceeding pertaining to Genesee Schools shall be compensated for the difference between the teaching pay and the pay received for the performance of such obligation. A person will be given one leave day to give testimony before any judicial or administrative tribunal. Additional days may be granted on mutual consent of the Board and the Association.
- M. At the beginning of the school year the Association shall be credited with fifteen (15) days to be used by teachers who are officers or agents of the Association; such use to be at the discretion of the Association. The Association agrees to notify the Board no later than the end of the previous school day when it intends to use said leave and present lessons plans for the period of time to be gone.
- N. A teacher scheduled for annual training sessions for military reserves shall be compensated for the difference between the teaching pay received and the pay received for the performance of such obligation. Every effort shall be made on the part of the teacher to schedule these training sessions during non-teaching days. The teacher shall also be given the option to use annual leave days for this obligation. Should leave days be used, no further compensation shall be given.
- O. A military leave of absence shall be granted to any teacher who is called to active duty in any branch of the Armed Forces of the United States. It is further provided that:
 - 1. The teacher shall be compensated for the difference between the teaching performance pay and pay received for the performance of such duty.

2. The teacher shall maintain full benefits during this leave of absence.
 3. The teacher shall receive full seniority and full credit on the salary schedule for all time spent on such leave.
 4. The reinstatement will be to the teacher's former position immediately following discharge from duty.
 5. The teacher, upon reinstatement, shall be entitled to all extracurricular positions held before such leave began.
- P. Whenever school is closed for Act of God Days, teachers will not be charged for preapproved absences. This shall not apply if the teacher is not available for work, i.e. out of the area or on long-term sick leave.

ARTICLE 11

UNPAID LEAVE OF ABSENCE

- A. A military leave of absence shall be granted to any teacher who shall enlist for military duty in any branch of the Armed Forces of the United States. Upon return from such leave (maximum two (2) years) a teacher shall be reemployed at the beginning of the next semester and placed at the same position on the salary schedule as he/she would have been had he/she taught in the district for that period.
- B. The Board shall grant to any teacher a leave of absence for the purpose of childbirth. Such leave shall commence when the teacher is no longer able to adequately perform the duties to which she is regularly assigned and shall last, after the termination of the pregnancy, until such time as, in the written opinion of her physician, she is able to adequately assume the duties to which she is regularly assigned. Provided, however, that at the option of the teacher, the leave may be extended so that the teacher could return at the beginning of the semester following birth or at the beginning of either of the next two subsequent semesters and further provide that:
1. The reinstatement shall be to the teacher's former position.

2. In the event of miscarriage prior to the start of maternity leave, or in cases where the duration of leave does not exceed the teacher's accumulated leave days, the leave time provision of this Agreement shall apply.
 3. A teacher on maternity leave shall receive the insurance benefits provided for under this contract through the end of the next full semester following birth provided that a teacher who chooses to extend such leave as indicated above may have the option of paying for insurance benefits at the group rate.
 4. Upon return from such leave, the teacher shall be placed at the same position on the salary schedule as she would have been had she taught in the district for that period.
- C. A leave of absence shall be granted upon application for the purpose of serving as an officer of the MEA or NEA. It is agreed that such leaves shall be for a period of one year and may be extended for additional time upon mutual consent.
- Upon returning the teacher shall be assigned the same or equivalent teaching position and shall be placed at the same position on the salary schedule as he/she would have been had he/she taught in the district for that period.
- D. The Board shall grant to any teacher a leave of absence for the purpose of adoption. Such leave shall commence no earlier than 10 days before the adoption and shall extend so that the teacher can return at the beginning of the semester following adoption or at the beginning of the next two subsequent semesters and further provided that:
1. The reinstatement shall be to the teacher's former position.
 2. A teacher on adoption leave shall receive insurance benefits provided for under this contract through the end of the next full semester following the adoption provided that a teacher who chooses to extend such leave as indicated above may have the option of paying for insurance benefits at the group rate.
 3. A teacher on adoption leave shall upon return be placed at the same position on the salary schedule as he/she would have been had he/she taught in the district for that period.
- E. A leave of absence shall be granted to any bargaining unit member for purpose of Dependent Child Care. Said leave shall begin upon the request of the teacher. A Dependent Child Care Leave may be requested and granted for the following reasons: seriously ill children, terminally ill children, or raising young children. The teacher may return at the beginning of

the next semester or, at the option of the teacher the leave may be extended so the teacher may return at the beginning of either of the next two subsequent semesters for a period of one year.

A Dependent Child Care Leave may be extended for additional time upon mutual consent, and further provide that:

1. The reinstatement will be at the teacher's former position.
2. A teacher on Dependent Child Care Leave shall receive the insurance benefits provided for under this contract through the end of the next full semester provided the teacher who chooses to extend such leave may have the option of paying for insurance benefits at the group rate.
3. A teacher on Dependent Child Care Leave upon return shall be placed at the same position on the salary schedule as he/she would have been had he/she taught in the district for that period.

G. Leave shall be granted to any teacher for educational purposes. The leave shall be for no longer than one calendar year. The teacher on leave shall be allowed to continue fringe benefits and shall reimburse the school district for premium costs at the group rate. Upon returning, the teacher shall be placed at the same position on the salary schedule as he/she would have been had he/she taught in the district for that period.

ARTICLE 12

TEACHING EVALUATION AND PROGRESS

The parties recognize the importance and value of developing a procedure for assisting and evaluating the progress and success of newly employed and experienced personnel. Therefore, to this end the following procedure has been agreed to in an effort to accomplish the goals.

A. The Rubric-style Evaluation Tool that links student achievement data to educator evaluations will be developed by negotiators attending the Educator Evaluation Tool Workshop (June 28/29/30, 2011).

The tool developed for this contract will follow the Charlotte Danielson Model. The timeline/rating criteria for the evaluation will follow Michigan State Law. The evaluation rating system is described in See Appendix Q.

During the Fall Semester of 2011, the evaluation tool will be piloted. The tool will be used for all evaluations during the 2011-2012 school year and the remainder of the contract. A committee of teachers and administrators will continually review the assessment tool to make adjustments when necessary.

B. The performance of all teachers shall be evaluated in writing. Probationary teachers shall be evaluated at least three times during the school year; once during each of the first three nine week periods, providing no evaluations occur during three weeks prior to the end of either semester. There shall be ten school days between an evaluation interview and a subsequent visitation for the purpose of evaluation. Tenure teachers shall be evaluated at least once during the first year of tenure. The final evaluations will be complete when student data is imported. Shared-time tenure teachers shall be evaluated by each principal at least once during the first year of tenure and then by each principal at least once during each three-year period. Teachers who receive an unsatisfactory evaluation shall be placed on an IDP and evaluated in accordance with the Tenure Act. Teachers whose services are being considered for termination under provisions of the Tenure Act shall receive a registered letter of notification and statement of charges from the Superintendent and advised of their right under the Tenure Act. The Association shall receive a copy of such notification. Teachers who are so notified may be suspended with pay pending a final determination by the Tenure Commission.

B. Evaluations shall only be conducted by a qualified building principal or assistant principal. All monitoring or observation of the performance of a teacher shall be conducted openly and with full knowledge of the teacher. Secondary teachers will be evaluated in the major field where possible, otherwise in their area of concentration, with the exception of secondary probationary teachers who may be evaluated once annually in their minor field of study.

C. Each of the principals shall conduct at least one of the evaluations for shared-time probationary teachers. Each principal's evaluation shall occur only when the shared-time teacher is teaching students under the final authority of the evaluator.

- D. A copy of the written evaluation shall be submitted to the teacher at the time of personal interviews or within ten days thereafter; one to be signed and returned to the administration, the other to be retained by the teacher. In the event that the teacher feels his/her evaluation was incomplete or unjust, he/she may put his/her objections in writing and have them attached to the evaluation report to be placed in his/her personnel file. All evaluations shall be based upon valid criteria for evaluating professional growth as jointly determined by the Board and the Association and as printed in Appendix Q. (Evaluation criteria and documentation is listed in Appendix Q)
- E. The Board agrees to notify the Association one month prior to the meeting at which they will be acting on tenure contracts. Each teacher shall have the right, upon request to review the contents of his/her personnel file. A representative of the Association may, at the teacher's request, accompany the teacher in the review. Each teacher's personal file shall contain the following minimum items of information:
- Required medical information
 - All teacher evaluation reports
 - Copies of annual contracts
 - Teacher Certificate
 - A transcript of academic records
 - Criminal Records check for new employees

No material may be placed therein without allowing the teacher an opportunity to file a response thereto, and said response shall become a part of said file. Upon leaving, if requested, the certificate and transcript will be returned to the teacher.

ARTICLE 13

MENTOR PROGRAM

A mentor teacher shall be defined as a Master teacher as identified in section 1526 of the school code and shall perform duties as specified in the code. Mentor Teachers shall be tenured members of the bargaining unit. Teachers wishing to serve as mentors shall turn their name into the building principal by September 1 of each school year. The principal, a representative from the

Association and the mentee shall choose a mentor from that list. Selection shall be completed by September 15 of each school year. The District shall notify the Association of each pairing.

Each bargaining unit member in his/her first three years in the classroom shall be assigned a mentor as outlined above. Reassignments shall be reviewed each May and those involved will decide whether or not to continue the assignment for the following year. The duties of the mentor will be to provide professional support and guidance, and to offer assistance, resources and information in a non-threatening manner. The relationship shall be confidential, and the mentor will not provide any information relative to evaluations or any other supervisory responsibility.

Whenever possible, mentors and mentees will have common planning time, grade level or subject area. Each mentor shall be assigned only one mentee, and each mentee shall be assigned only one mentor at a given time. Upon request, the administration may make available release time for the purpose of accomplishing the duties as herein described. Within the first three years of employment, each mentee shall have 15 days of District provided professional development time. Mentors shall receive \$300.00 per each full school year of mentoring duty.

ARTICLE 14

PROFESSIONAL BEHAVIOR

- A. Teachers are expected to comply with rules, regulations, and directions as set down in their respective Listed Procedures. If a conflict exists between the Listed Procedures and the Master Contract, the Master Contract shall prevail.
- B. The Association recognizes that abuse of leave, chronic tardiness or absence, willful deficiencies in professional behavior, or other violations of discipline by a teacher reflect adversely upon the teaching profession and create undesirable conditions in the school building. The Board, in recognition of the concept of progressive correction, shall first of all promptly notify the teacher in writing of alleged delinquencies by the use of a memo of verbal warning (Appendix L) which will not be placed in a teacher's personnel file. The memo shall

indicate expected correction and indicate a reasonable period for correction. Alleged breaches of discipline shall also be promptly reported to the Association. Continued delinquencies of the same specific type may result in the teacher receiving a written reprimand (Appendix M) to be placed in his/her personnel file. The Board recognizes the use of progressive discipline for the said infractions.

- C. A teacher shall at all times be entitled to have present a representative of the Association when he/she is being reprimanded, warned, or disciplined for any infraction of rules or deficiencies in professional performance. When a request for such representation is made, no action shall be taken with respect to the teacher until such representation of the Association is present.
- D. No teacher shall be reprimanded, disciplined, reduced in rank or compensation or deprived of any professional advantage without just cause. Any such reprimand or reduction in rank, discipline, compensation or advantage, including adverse evaluation of teacher performance asserted by the Board or representative thereof shall be subject to the professional grievance procedure hereinafter set forth. All information forming the basis for disciplinary action will be made available to the teacher and the Association.

ARTICLE 15

JOB RECOMMENDATIONS AND RELEASE FROM CONTRACT

- A. Job recommendations may be made by the Board or its representatives to any school district requesting such information. It is agreed that such recommendation shall be a compilation of all evaluations made prior to receipt of such request, and shall include an explanation of the rating scale where applicable.
- B. The Board and the Association recognize that provision of the Tenure Act dictate the terms by which a staff member may be released from contractual obligation to this school district.

ARTICLE 16

MAINTENANCE OF STANDARDS

- A. All conditions of employment including teaching hours, extra compensation for duties outside regular teaching hours, relief periods, leaves and general teaching conditions shall be maintained at not less than the highest minimum standards in Effect in the district at the time this Agreement was signed, provided that such conditions shall be improved for the benefit of teachers as required by the expressed provisions of this Agreement. This Agreement shall not be interpreted or applied to deprive teachers of professional advantages heretofore enjoyed unless expressly stated herein.
- B. The duties of any teacher or the responsibilities of any teacher in the bargaining unit will not be substantially altered without prior negotiations with the Association.

ARTICLE 17

REDUCTION IN PERSONNEL AND ANNEXATION, CONSOLIDATION OR OTHER REORGANIZATION OF THE DISTRICT

- A. Layoff process will follow any new State Law.
- B. In the event that this district shall be combined with one or more districts, the Board will use its best efforts to assure the continued recognition of the Association and the continued employment of its members in such consolidated district.
- C. No teacher shall be discharged or laid off pursuant to a necessary reduction in personnel unless there is substantial decrease in the students enrolled in the school district or there is a substantial decrease in the revenues of the school.
- D. Before the Board makes any necessary reduction in personnel, it will first negotiate with the Association regarding the effects of such reduction. This will include, but not be limited to such problems as the criteria used for determination as to who will be discharged or laid off and the re-employment rights of such persons.

- E. The following provisions shall apply to a necessary reduction in personnel: (State Law will supercede any provisions).
1. No teacher shall be discharged or laid off pursuant to a necessary reduction in personnel for any school year or portion thereof unless they have been notified of said discharge or lay off at least thirty days before the end of the previous school year.
 2. No teacher shall be discharged or laid off pursuant to a necessary reduction in personnel unless they have been given written notification of said action and the opportunity for a hearing before the school board.
 3. The notice given and the hearing held pursuant to this Article must be accorded a teacher at least sixty days before the end of the school year previous to the year or portion thereof for which the teacher is being discharged or laid off.
- F. According to State Law, if all other criteria are equal, seniority will be the final determining factor. In this situation, the following will apply: Within a single yearly grouping, lay-off may be by field and/or certification. If two people are equally certified within a yearly group, then lay-off shall be by date of hire. Date of hire shall be defined as the first day worked. If the date of hire is the same, then the teacher's most recent evaluation shall be the determining factor. If evaluations are equivalent, a lottery shall be held to determine seniority. Half-time employees within a yearly group will be laid off before full-time employees. All employees in the lowest yearly group shall be laid off before moving up to the next group.
- G. The Board will furnish bargaining unit members a seniority list which shall contain the first day of bargaining unit work in the district and certification for each teacher.
- H. Teachers have recall rights equal to their years of service in the district.

ARTICLE 18

CONTINUITY OF OPERATIONS

- A. Both parties recognize the desirability of continuous and uninterrupted operation of the instructional program during the normal school year and the avoidance of disputes which threaten to interfere with such operations. Since the parties are establishing a comprehensive

grievance procedure under which unresolved disputes may be settled by an impartial third party, the parties have removed the basic cause for work interruptions during the period of this Agreement. The Association accordingly agrees that it will not, during the period of this Agreement, directly or indirectly engage in or assist in any strike in the Genesee School District, as defined by Section 1 of the Public Employment Relations Act. The Board also agrees that it will not, during the period of this Agreement, directly or indirectly engage or assist in any unfair labor practice in the Genesee School District as defined by Section 10 of the Public Employees Relation Act.

- B. Nothing in this Article shall require the Board to keep schools open in the event of severe weather or when otherwise prevented by an act of God. When the schools are closed to students due to the above conditions, teachers shall not be required to report for duty.

ARTICLE 19

SCHOOL CALENDAR

For the terms of this Agreement the school calendar shall be as set forth in Appendix D 2011-12. There shall be no deviation from or change in the school calendar as long as the district meets the State requirements except by mutual agreement of the Board and the Association. The calendar for 2012-13 and 2013-14 will be developed during contract management.

ARTICLE 20

PROFESSIONAL COMPENSATION

- A. The basic salaries of teachers covered by this Agreement are set forth in Appendix E, which is attached to and incorporated in this Agreement. Such salary shall remain in effect during the designated periods.
- B. Teachers beginning their 12th year (having completed eleven years) of service to the district through those in the 16th year of service (having completed fifteen years) shall receive step 1 longevity. Teachers beginning their 17th year or more (having completed sixteen years) of service to the district shall receive step 2 longevity. Teachers beginning their 22nd year or more (having completed 21 years) of service shall receive step 3 longevity. Longevity pay will be paid the first paycheck in December.

2011-12, 2012-13, 2013-14

Step 1	\$1450
Step 2	\$2300
Step 3	\$3200

- C. New teachers hired into the school system may be given credit for outside experience at the discretion of the superintendent.

- D. A teacher shall be granted up to two years credit on the salary schedule for military service provided:
1. The teacher was drafted.
 2. The teacher possesses an honorable discharge.
 3. At the time of being drafted the teacher had completed standards of certification.
 4. That upon discharge the teacher is employed as a teacher.

Part-time teacher salaries are determined by the following:

1. Teaching (3) hours and a Guided Instruction or work hour is .6 of salary, no paid planning time.
 2. Teaching (2) hours and a Guided Instruction or work hour is .4 of salary, no planning paid.
- E. GEA members teaching an additional hour will be compensated 5% of their current salary for each semester taught.
- E. Qualified retired teachers continuing employment by the district will be paid at a per diem rate of MA+15 up to \$10,000.
- F. A teacher's hourly rate shall be determined by dividing the salary by total work days divided by eight hours.
- F. Teachers involved in voluntary extra duty assignments as set forth by Appendix B 1 which is attached to and incorporated in this Agreement, shall be compensated in accordance with the provisions of this Agreement without deviation.
- G. Department heads shall be assigned for the department listed in Appendix B 2 and shall be compensated at the indicated rate.
- H. A teacher who was laid off but is recalled prior to the 4th Friday of the first semester shall repay to the Genesee School District any unemployment compensation which he/she received during the summer.

The Board agrees to indemnify the Association for any cost, damages, or liability including legal costs, which may be assessed against the Association as a result of this Section.

I. Each teacher shall have a choice of twenty-one or twenty-six pays. Notice of such choice shall be made on the first work day of the new school year. Such choice may not be changed until the next succeeding school year.

J. Teachers wanting to teach full-time after retirement will be paid the maximum allowed under MPSERS for earning income at a Public School after retirement. Amount paid per calendar year to be the maximum allowed under MPSERS Teachers continue to be members of the GEA. The teacher will be responsible for determining the maximum amount they can earn. Any penalties for exceeding the amount will not be the districts responsibility. District will not pay health care. These teachers will not be subject to salary changes due to the compensation formula. Teachers will receive 10 leave days for each year they teach. The leave days will be administered as it is in the contract.

ARTICLE 21

INSURANCE PROTECTION

The Board shall provide fully paid twelve-month coverage for all bargaining unit members through MESSA-PAK. Bargaining unit members shall have a choice of participating in PAK A or PAK B.

applied to a Tax-Deferred Annuity. To elect the annuity, the member shall enter into a salary reduction agreement. The Board and the employee shall be responsible for paying their respective FICA taxes on the cash payment. Costs relating to the implementation and administration of benefits under this program shall be borne by the Board.

A. Effective, October 1, 2005, a flexible spending account for medical and dependent care shall be made available to all GEA employees. The flexible spending account year will be September 1, through August 31. The Board shall pay the cost for implementing and maintaining the flexible spending account.

B. The Board shall provide Short Term Disability Insurance for each member of the bargaining unit. Benefits shall be payable on the eighth calendar day of disability at a rate of 70% salary. Full benefit payments shall continue for 365 days from the date of disability. Members of the bargaining unit shall be allowed to use their sick time in conjunction with disability benefits, to receive up to but not exceeding 100% of salary.

C. Teachers working less than full time shall receive a prorated amount toward MESSA Choices

II Insurance according to the following:

Less than ¼ time	none
¼ to less than ½ time	25%
½ to less than ¾ time	50%
¾ to full time	100%

D. Dependent life insurance will be available on an optional basis.

E. The Insurance program shall be in force until August 31, 2014 and continue if a new contract is not ratified.

F. The Board shall provide liability insurance for each member of the bargaining unit in the amount not less than that which was in effect as of June 1, 2003.

ARTICLE 22

SUBSTITUTE TEACHERS

A. The Board agrees to maintain an adequate list of substitute teachers. Teachers shall be informed of a telephone number that they may call before 6:00 a.m. to report unavailability for work. Once a teacher has reported unavailability, it shall be the responsibility of the administration to arrange for the substitute teacher. Substitutes shall be paid for regular teaching days a minimum of \$75.00.

Said rate of pay shall remain in effect for the duration of this agreement. If, in the opinion of the Superintendent, this amount needs to be raised in order to obtain substitutes, the administration may institute a raise with consultation and notification to the Association.

B. Substitutes employees hired to fill vacancies created by a teacher taking an unpaid leave of absence shall meet all the requirements for teachers set down in Article VIII, Section A, of the Master agreement.

C. A substitute teacher hired to fill a vacancy created by one semester or one year leave of absence shall be hired on a one semester or one-year contract with definite termination at the end of the semester or year. Such a contract will follow the form set down in Appendix L. Copies of such contracts shall be delivered to the President of the Association.

D. Teachers hired to substitute for definite periods of one semester or one year shall be paid as regular teachers and shall receive all insurance protection granted to regular teachers. In addition, they shall receive ten (10) leave days with a one- year contract and five (5) leave days with a terminating one-semester contract. The substitute, upon termination, will be paid for any unused days at the prevailing substitute rate.

E. Teachers offered contracts as outlined in Section C shall be liable for the appropriate professional dues as listed in Article 4 of this Agreement.

F. Substitutes teaching in a vacancy created by an unpaid leave of absence who do so on less than a full day schedule shall be paid proportionately based on the above clauses, except in no case will a less than half-time substitute receive insurance benefits.

ARTICLE 23

STUDENT DISCIPLINE AND TEACHER PROTECTION

- A. The Board recognizes its responsibility to give all reasonable support and assistance to teachers with respect to the maintenance and control of discipline in the classroom. Whenever it appears that a particular pupil requires the attention of counselors, social workers, law enforcement personnel, physicians or other professional persons, the Board will take reasonable steps to assist the teacher in responsibilities with respect to such pupil.
- B. It is recognized that discipline problems are less likely to occur in classes where a high level of student interest is maintained. It is likewise recognized that when discipline problems occur, they may most constructively be dealt with by encouragement, praise, and emphasis upon the child's desirable characteristic. A teacher may use such force as is necessary to protect himself/herself from attack or to prevent injury to another student.
- C. A teacher may temporarily exclude a pupil from one class 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 or his/her designee, as promptly as his/her teaching obligations will allow (if requested) full particulars of the incident in writing.
- D. Any assault upon a teacher shall be promptly reported to the Board or its designated representative. The Board will provide legal counsel 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 or judicial authorities.
- E. If any teacher is complained against or sued as a result of any legal action taken by the teacher while in pursuit of his/her employment, the Board will provide legal counsel and render all necessary assistance to the teacher in his/her defense.

- F. Time lost by a teacher in connection with incidents mentioned in this Article shall not be charged against the teacher provided, however, this Section shall not protect a teacher convicted of a criminal charge.
- G. The Board will reimburse teachers for the actual amount incurred for any loss up to \$250.00 not covered by insurance or deductibles for damage or destruction of clothing or personal property of the teacher while on duty on school premises, not including normal accidental damage. Parking in a secure, designated and maintained location will be provided for teachers.
- H. No action shall be taken upon any complaint by a parent or a student directed toward a teacher nor shall any notice thereof be included in said teacher's personnel file unless such matter is promptly reported in writing to the teacher concerned. If any question of breach of professional ethics is involved, the Association shall be notified.

ARTICLE 24

PROFESSIONAL GRIEVANCE PROCEDURE

- A. A claim by a teacher, as defined in Article 1, Section A or the Association that there has been a violation, misinterpretation or misapplication of any provision of this Agreement or any rule, order or regulation of the Board may be processed as a grievance as hereinafter provided.
- B. In event that a teacher believes there is a basis for a grievance, he/she shall first discuss the alleged grievance with the appropriate administrator either personally or accompanied by his/her Association representative.
- C. If, as a result of the informal discussion with the appropriate administrator a grievance still exists, he/she may invoke the formal grievance procedure through the Association on the form set forth in Appendix H signed by the Grievant and a representative of the Association, which form shall be available from the Association representative in each building. Two copies of the grievance form shall be delivered to the principal within ten calendar days of the informal

meeting. If the grievance involves more than one school building, it may be filed with the Superintendent or a representative designated by him/her.

- D. Within ten (10) calendar days of the receipt of the grievance the principal shall meet with the Association representative in an effort to resolve the grievance. The principal shall indicate his/her disposition of the grievance in writing within ten (10) calendar 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 by the principal within ten (10) calendar days of such meeting, the grievance shall be transmitted to the superintendent within ten (10) calendar days. Within ten (10) calendar days, the superintendent or his/her designee shall meet with the Association on the grievance and shall indicate his/her disposition of the grievance in writing within ten (10) calendar days of such a 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 his/her designee, or if no disposition by the Superintendent or his/her designee has been made within ten (10) calendar days of such meeting, the grievance shall be transmitted to the Board by filing a written copy thereof with the Secretary or other designee of the Board within ten (10) calendar days. The Board no later than its next regular meeting or two calendar weeks, whichever shall be later, shall meet with the Association on the grievance. Disposition of the grievance in writing by the Board shall be made no later than ten (10) calendar days thereafter. A copy of such disposition shall be furnished to the Association.
- G. If the Association is not satisfied with the disposition of the grievance by the Board or if no disposition has been made within the period above, the grievance may be submitted to arbitration before an impartial arbitrator within thirty session days from the time of notification of the Board's decision. If the parties can not agree as to the arbitrator within five (5) calendar days from the notification date that arbitration will be pursued, he/she shall be selected by the American Arbitration Association 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 procedure 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 this Agreement. Both parties agree to be bound by the award of the arbitrator and agree that judgement thereon may be entered in any court of competent jurisdiction.

- H. The fees and expenses of the arbitrator shall be shared equally by the parties.
- I. The time limits provided in this Article shall be strictly observed but may be extended by written agreement of the parties. Notwithstanding the expiration of this Agreement, any claim or Grievance arising thereunder may be processed through the grievance procedure until resolution.

ARTICLE 25

NEGOTIATION PROCEDURES

- A. Representatives of the Board and the Association's bargaining teams will meet at agreed upon times during the year for the purpose of reviewing the administration of the contract and to resolve problems that arise. These meetings are not intended to bypass the grievance procedure.

A designated representative of each team will meet to prepare the agenda for each meeting. Attendants at the meetings will be the Superintendent, Association President, and members of the respective bargaining teams as deemed necessary by either party. Meetings shall not be held with fewer than two representatives of either side.

Should such meeting result in a mutually acceptable amendment to the Agreement, the amendment shall be subject to ratification by the Board and the Association, provided that the bargaining committee shall be empowered to affect temporary accommodations to resolve special problems.

- B. The Association shall designate a teacher in each school building as the Association Representative (A.R.). The principal and the A.R. may meet at least once each month for the purpose of reviewing the administration of the contract and to resolve any problem, which may arise. The meetings are not intended to bypass the grievance procedure.
 - C. Between March 1 and June 30 the parties shall initiate negotiation for the purpose of entering into a successor Agreement. Nothing in this clause shall prohibit the initiation of negotiations at a mutually agreeable time.
 - D. Neither party in any negotiations shall have any control over the selection of the negotiating or bargaining representatives of the other party. The parties mutually pledge that their representatives will be clothed with all necessary power and authority to make proposals, consider proposals, and make concessions in the course of negotiations.
- There shall be three signed copies of the final agreement for the purpose of record. One copy retained by the Board, one by the Association, and one by the Superintendent.

ARTICLE 26

MISCELLANEOUS PROVISIONS

- A. This Agreement shall constitute the full and complete commitments between both parties and may be altered, changed, added to, deleted from, or modified only through the voluntary, mutual consent of the parties in written and signed amendments to this Agreement.
- B. Any individual contract between the Board and an individual teacher heretofore executed shall be subjected to and consistent with the terms and conditions of this Agreement. Any individual contract hereafter executed shall be in the form provided in Appendix I and shall be expressly made subject to and consistent with the terms of this or subsequent Agreements to be executed by the parties. If an individual contract contains any language inconsistent with this Agreement, this Agreement, during its duration shall be controlling. The Board shall not

solicit execution of any individual contract at such a time or in such a manner as shall constitute an unfair labor practice under the Michigan Public Employment Relations Act.

- C. This Agreement shall supersede any rules, regulations or practices of the Board, which shall be contrary to or inconsistent with its terms. The provisions of this Agreement shall be incorporated into and be considered part of the established policies of the Board.
- D. All teachers covered under this Agreement who participate in the production of tapes, publications or other produced educational material shall retain residual rights should they be copywritten or sold.
- E. If any provision of this Agreement or any application of the Agreement to any employee or group of employees shall be found contrary to law, such provisions or application shall not be deemed valid and subsisting except to the extent permitted by law, all other provisions or applications shall continue in force and effect. Negotiations shall be instituted immediately to bargain the impact of such finding(s).
- F. Copies of this Agreement titled “Master Agreement between the Genesee School District and the Genesee Unit of Local 10, MEA/NEA” shall be printed at the expense of the Board within 30 days after the Agreement is signed and presented to all teachers now employed, or considered for employment by the Board.

Further, during September of the first year of the Agreement, the Board shall furnish as many extra copies of the Master Agreement to the Association for its use as there are full-time teachers in the District.

- G. Teachers shall be assigned to GenNet classes on a voluntary basis only. No bargaining unit members shall be replaced or reduced in hours because of classes offered through GenNet. Required training shall be paid at the teacher’s per diem rate. Monitoring of GenNet classes may be assigned to bargaining unit members on their work period.
- H. Public Act 4 – the entire agreement or specific provisions of the agreement may be rejected, modified or terminated by an Emergency Financial Manager under the conditions provided in

the Local Government and School District Fiscal Accountability Act, 2011 PA 4. The Association disagrees with the provisions of Public Act 4.

ARTICLE 27

DURATION OF THE AGREEMENT

This Agreement shall be effective as of July 1, 2011 and shall continue in effect until August 31, 2014. This Agreement shall not be extended orally, and it is expressly understood that it shall expire on the date indicated.

Genesee Education Association

Genesee Board of Education

President

President

Negotiator

Vice-President

Negotiator

Secretary

Negotiator

Treasurer

Negotiator

Trustee

MEA

Trustee

Trustee

APPENDIX B

EXTRA CURRICULAR SCHEDULE

All percents for non G.E.A. members are based on B.A. Step 1

All percents for G.E.A. members are based on B.A. Step 6

ATHLETIC DIRECTOR -----	15%
VARSITY FOOTBALL* -----	10%
VARSITY FOOTBALL ASST.* -----	7%
VARSITY FOOTBALL ASST.* -----	7%
JUNIOR VARSITY FOOTBALL* -----	7%
JUNIOR VARSITY FOOTBALL ASST.* -----	5%
JUNIOR HIGH FOOTBALL -----	5%
JUNIOR HIGH FOOTBALL ASST. -----	4%
VARSITY BOYS' BASKETBALL -----	10%
VARSITY GIRLS' BASKETBALL -----	10%
J.V. BOYS' BASKETBALL -----	7%
FRESHMEN BOYS BASKETBALL -----	5%
J.V. GIRLS' BASKETBALL* -----	7%
FRESHMEN GIRLS BASKETBALL -----	5%
JUNIOR HIGH BOYS' BASKETBALL (8) -----	4%
JUNIOR HIGH GIRLS' BASKETBALL (8) -----	4%
JUNIOR HIGH BOYS' BASKETBALL (7) -----	4%
JUNIOR HIGH GIRLS' BASKETBALL (7) -----	4%
VARSITY GIRLS' VOLLEYBALL -----	10%
JUNIOR VARSITY GIRLS' VOLLEYBALL -----	5%
JUNIOR HIGH GIRLS' VOLLEYBALL (8) -----	4%
JUNIOR HIGH GIRLS' VOLLEYBALL (7) -----	4%
VARSITY BASEBALL -----	8%
JUNIOR VARSITY BASEBALL -----	5%
JUNIOR HIGH BOYS BASEBALL -----	4%
JUNIOR HIGH TRACK (Boys and Girls) -----	4%
VARSITY TRACK GIRLS -----	6%
VARSITY TRACK BOYS -----	6%
CROSS COUNTRY -----	6%
VARSITY GIRLS' SOFTBALL -----	8%
JUNIOR VARSITY GIRLS' SOFTBALL -----	5%
JUNIOR HIGH GIRLS' SOFTBALL -----	4%
J.V. AND VARSITY CHEERLEADING – FOOTBALL -----	2.5%
DEAN OF STUDENTS – 2011-2012 Year -----	15%
YEARBOOK SPONSOR -----	5%
SCHOOL PHOTOGRAPHER -----	1%
SCHOOL COUNCIL ADVISOR -----	6%
MUSICAL PLAY DIRECTOR -----	6%
ASST. MUSICAL PLAY DIRECTOR -----	4%
MUSICAL TECHNICAL DIRECTOR -----	3%
PLAY DIRECTOR -----	3%
PLAY TECHNICAL DIRECTOR -----	2%
MARCHING BAND AND PEP BAND DIRECTOR** -----	10%
VOCAL MUSIC DIRECTOR -----	5%

SCIENCE OLYMPIAD HEAD COACH /ASSISTANTS-----	3%
NATIONAL HONOR SOCIETIES -----	2%
ELEMENTARY INTERMURAL BASKETBALL -----	1%
ELEMENTARY AND JR. HIGH BOOK OWL -----	1%
JR. HIGH AND HIGH SCHOOL QUIZ BOWL TEAMS -----	1%
POM SQUAD -----	2%
SENIOR SPONSOR -----	2%
JUNIOR SPONSOR -----	2%
SOPHOMORE SPONSOR -----	1%
FRESHMAN SPONSOR -----	1%
EIGHTH GRADE SPONSOR -----	1%
SEVENTH GRADE SPONSOR -----	1%

THE FOLLOWING PRO-RATED SCHEDULE WILL BE IN EFFECT FOR AN EXTRA CURRICULAR ACTIVITY THAT MUST BE CANCELLED AT SOME POINT DURING ITS SEASON OR TIME PERIOD BY MUTUAL CONSENT

1. Payment after the contract is signed up to ¼ of the season or time period fulfilled will be 25%.
2. Payment up to ½ of a fulfilled season or time period will be 50%.
3. Payment up to ¾ of a fulfilled season or time period will be 75%.
4. Payment after ¾ of a fulfilled season or time period will be 100%.

*Practice begins two (2) weeks before school begins

**Includes (10) days before school begins

SCHEDULE B POSITIONS HELD BY NON GEA MEMBERS WILL BE POSTED AS VACANT BY JUNE 1 OF EACH YEAR.

NON GEA COACHES MAY BE CONTRACTED THROUGH PCMI SERVICES.

SCHEDULE B EVALUATIONS

The employee and the Principal or Athletic Director will meet to establish goals for the yearly program or the season. At the end of the program or season, the employee will indicate whether goals were met or not met or a brief explanation explaining the progress toward the established goals for the year. This information along with the coaching evaluation will be used to evaluate coaches. Other schedule B positions will be evaluated by the Principal based on the goal information submitted.

APPENDIX B 1

**DEPARTMENT HEADS
HIGH SCHOOL**

LANGUAGE -----	4%
MATH -----	4%
SOCIAL SCIENCE -----	4%
VOCATIONAL -----	4%
SCIENCE -----	4%
CREATIVE ARTS -----	4%

ELEMENTARY SCHOOL

LANGUAGE -----	4%
SCIENCE -----	4%
MATH -----	4%
SOCIAL SCIENCE -----	4%

Appendix B3
Position GEA Athletic Director

Part-time teacher (3 classes in a 7 hour day class hours 3, 4, 5 as preference)
15% on Schedule B according to the Master Agreement for GEA members

The A.D. will organize and administer the junior high and high school athletic programs. The A.D. will report directly to the Principal. The A.D. will receive assistance in this position from the Superintendent, Elementary and High School Principals, and the A.D. secretary.

Personnel

- Assist the H.S. Principal in the hiring of athletic coaches. Final recommendations presented to Superintendent
- Hire officials and game management personnel. (Event supervision will be assisted by the Superintendent, H.S. Principal and Elementary Principal.)
- Recruit and organize volunteers for athletic events including scorekeepers, timers, and ticket takers.
- Provide input to the H.S. principal for non-G.E.A. coaches

Finance

- Work in conjunction with the H.S. Principal and Superintendent to administer the budget
- Maintain accurate financial records, including all game receipts
- Supervise fundraising events for athletic programs
- Determine and Requisition required supplies and equipment for athletic teams
- Maintain equipment inventories/accurate records
- Submit payroll for coaching staff

Scheduling

- Responsible for organization and scheduling of junior high/high school athletic events
- Arrange transportation for athletic events
- Arrange details of visiting teams' needs
- Arrange field/gym practice schedules
- Supervise preparation of field/gyms for contests

Other

- Assist coaches in planning summer athletic programs
- Administer the physical and academic requirements of eligibility for all athletes
- Maintain records of all athletic contests
- Maintain records of all student athlete awards
- Assist and work with athletic boosters
- Attend district and regional athletic meetings
- Perform other related athletic duties as assigned
- The Athletic Director will also assist with student/building supervision and discipline when the principal is unavailable

DEAN OF STUDENTS

8.11.2011

Dean of Students

- Part time Teacher (3 classes in a 7 hour day)
- 15% on schedule B
- Proposal for the 2011.12 school year only

Duties:

- Student scheduling
 - Tracking students to be sure they are meeting graduation requirements
 - Assist with MEAP and MME testing
 - NCA clearing house
 - Coordinating the EDP process
 - Setting up college visits
 - Assisting with college applications and scholarships
 - Assisting with student supervision and discipline when the principal is unavailable
 - Building supervision when principal is unavailable
-

**APPENDIX C –
SEE APPENDIX Q**

**APPENDIX D
2011-2012 SCHOOL CALENDAR**

Aug 31 K-12 Professional Development 8:00-3:00; Lunch 11-12

Sept. 1 K-12 Professional Development 12:30-3:30

Sept 1 K-12 OPEN HOUSE 3:30-6:30

Sept 2 K-12 No School

Sept 5 K-12 No School (Labor Day)

Sept. 6 K-12 First Day of School, Full Day

Oct. 21 7-12 Dismiss at 11:00 (day after conferences)

Nov. 7 K-12 Professional Development 8:00-3:00 (no students)

Nov 10 K-6 Early Dismissal 12:55, Parent/Teacher Conference 1:30-6:00

Nov 11 K-6 School Not in Session Pre-K through 6th

Nov 24 & 25 K-12 No School, Thanksgiving Weekend

Dec 22 K-12 HS Dismiss at 11:00, Elementary Dismiss at 12:55

Dec 23 – Jan 2 K-12 School Not in Session (Holiday Break)

Jan 12 K-6 Dismiss at 12:55

7-12 Exams, Dismiss at 12:00

Jan 13 K-6 Dismiss at 12:55

7-12 Exams Dismiss at 12:00

Jan 16 K-12 Professional Development 8:00-11:00, Records Day, 12:00-3:00

Feb 6 K-12 Professional Development 8:00-3:00 (no students)

Feb 17 & Feb 20 K-12 School Not in Session

Mar 2 7-12 H.S. Dismiss at 11:00

Mar 16 K-12 Professional Development 8:00-3:00 (no students)

Mar 29 K-6 Elementary Early Dismissal 12:55, Conference 1:30-6:00

Apr 2- Apr 6 K-12 School Not in Session Spring Break

Apr 30 K-12 Professional Development 8:00-3:00 (no students)

May 28 K-12 No School, Memorial Day

May 30-May 31 K12 Half Day, H.S. Dismiss at 12:00, Elem. Dismiss at 12:55

June 1 K-12 Professional Development 8:00-10:00, Work Day 10:00-2:00 (no students)

APPENDIX E

Compensation formula

- Total budget revenues- budgeted expenses= Budget determination number (BDN)
- Budget Determination number (BDN) for the rest of the fiscal year is established using
 1. Previous years non salary expenses
 2. Current fiscal year cost of all insurances
 3. Previous year's salary rates with current year staffing –includes all salary costs (such as longevity, fica, retirement, longevity, projected overages, Schedule B)
 4. Large capital outlay expenses are removed from the budget determination number (BDN)-this number changes from year to year.
 5. Grant funded program expenses and revenue are removed from BDN
 6. Sales of assets and donations –correlating expenses are removed from BDN
 7. New initiatives are limited to 1% of budget unless mutually agreed upon or required by fed or state
 8. New BDN includes any new required special education related expenses
- If in January the budget number (BDN) is determined to result in at least 5% fund equity at the end of the fiscal year, (5.01 – 9.99 %) Fund Equity – ½ of the fund equity amount is distributed back to each group as the percentage of the salary budget.
 1. Fund equity is established by the audit of the previous year.
 2. When fund equity is over 5%, any amount over the previous years fund equity will result in an increase to staff
 3. 50% of the amount over the previous year's fund equity (FE) is distributed back to staff
 - The amount disbursed will be equal to the percentage of salary budgeted for each employee group
 - The GEA will determine how their funds will be distributed among the association members.
 - ⊖ Teachers at the top of the step schedule will receive compensation in the form of an off schedule payment.
 - ⊖ The amount applied to salaries of teachers on steps will be determined by the GEA. The amount received in steps will set their new salary. Step compensation increases will not exceed the 2010.11 salary schedule.
 4. These amounts will include all salary costs-FICA, Retirement, ect
 5. The intent is to include all employee groups in the formula
 6. All adjustments will be made starting in February for the rest of the fiscal year.
- Less than 2.9% Fund Equity - Concessions are to be made by GEA and administrative and secretarial staff.
- 3% - 5% Fund Equity – Maintain Current compensation
- 5.01 – 9.99 % Fund Equity – ½ of the fund equity amount is distributed back to each group as the percentage of the salary budget.
- When fund equity reaches 10% the amount distributed is 100% over the (FE)

EX: The January revision projects the district to have in excess 5% fund equity (\$450,000) and 5% is \$350,000. 1/2 of the amount over \$350,000 is distributed back to staff. Therefore \$50,000 will be divided up to each group according to the percentage of their group in salary budget. Teacher's salaries equal about 80% of budgeted salaries, therefore teachers would receive 80% of the \$50,000 to disburse on the salary schedule/longevity.

- No increases will be provided as long as fund equity is below 5%.
- The BDN will be determined no later than the regular January board meeting each year.
- To begin the 2011.12 school year:
 - Salaries are frozen at 2010.11 levels.
 - Teachers on steps are frozen at 2010.11 levels.
 - Teachers will pay 10% of all benefits

SALARY SCHEDULE 2011-2014

This schedule is only a guide. The compensation formula supercedes this schedule. Step increases will not exceed these amounts. According to the compensation formula, any increases will be determined by the GEA.

EXP	BA	BA+15	MA	MA+15
0	37,348	38,429	38,970	39,512
1	37,887	38,970	40,054	41,948
2	38,538	39,837	42,056	44,113
3	39,619	42,002	44,383	46,928
4	41,785	43,950	46,386	49,903
5	44,275	46,548	49,254	52,719
6	46,928	49,634	52,340	56,022
7	49,743	52,610	55,533	59,268
8	52,774	55,885	58,997	63,165
9	56,507	59,648	63,111	67,116
10	60,352	63,815	67,739	72,096
11	61,541	65,059	69,661	74,153

STEP II

A. Date received by Superintendent of schools or designee _____

B. Disposition by Superintendent _____

Signature of Superintendent Date

C. Position of Grievant and/or Chapter _____

Signature of Grievant Date

Signature of Authorized Association Representative

STEP III

A. Date received by Board of Education or designee _____

B. Disposition by Board _____

Signature by Board Designee Date

C. Position of Grievant and/or Chapter _____

Signature of Grievant Date

Signature of Authorized Association Representative

STEP IV

A. Date Submitted to arbitration _____

B. Disposition and award of arbitrator _____

Signature of Arbitrator Date

APPENDIX G
GENESEE SCHOOL DISTRICT
Year
PROBATIONARY CONTRACT
Genesee, Michigan _____ 20 ____

TO: _____

You are hereby notified of your appointment as a probationary teacher in the Genesee School District, Genesee, Michigan, as provided by Act Number 4 of the Public Acts 1937 (Extra Session), as amended, (the Michigan Teacher Tenure Act), at the annual salary determined by the Salary Schedule, and listed below, for the school year beginning _____ 20 ____ .

The conditions of this appointment are: That you are subject to assignment (at the discretion of the Superintendent of Schools), and subject to the rules and regulations of applicable statutes of the State of Michigan.

If you accept this appointment, please sign the original copy.

President

Trustee

Vice President

Trustee

Secretary

Trustee

Treasurer

.....Contract Salary
.....
.....Genesee, Michigan, _____ 20____

I accept the appointment as a probationary teacher in the Genesee School District, Genesee, Michigan, for the school year beginning _____ 20____
Tendered to me above, and agree to all conditions therein prescribed.

Name _____

Address _____

APPENDIX H

SCHOOL DISTRICT OF GENESEE

Date _____

To: _____

SUPPLEMENTARY SALARY NOTICE

This supplementary salary notice covers extra-contractual assignments for the school year 20____ - 20____.

Assignment

Rate

Assignment to this extra contractual position, and the pay rate, terminates at the end of the 20____ -20____- school year, and shall not constitute a tenure payment or a tenure assignment to the position listed on this notice.

As a matter of record, please acknowledge your acceptance of this assignment by signing the original copy.

Teacher

Superintendent

APPENDIX I

Annual Salary Statement
For
Teachers on Continuing Tenure Contract

GENESEE SCHOOL DISTRICT, GENESEE COUNTY, MICHIGAN

Genesee, Michigan, _____ 20____

To: _____

You are hereby notified that your salary for the school year 20____ - 20____
which commences on _____, 20____ will be \$ _____.

This is in keeping with the salary schedule as adopted by the Board of Education.

Jeff Rohrer, Superintendent

Teacher

Note: Your continuing tenure contract is on file in the Superintendent's office. That contract may be cancelled only by written notice by you to the Board of Education at least 30 days before the end of the current school year.

APPENDIX J
Continuing Tenure Contract
Genesee School District

Genesee, Michigan, _____ 20____

To: _____

You are hereby notified of your appointment as a teacher on continuing tenure in the Genesee School District, Genesee, Michigan. The term of your appointment shall commence _____ 20____ which is the beginning of the 20____ - 20____ school year, and continue permanently hereafter as provided in the Michigan Tenure Act as amended.

Your salary for the school year 20____ - 20____ school year shall be \$_____ which is in accordance with the salary schedule adopted by the Board of Education payable in (21 or 26) _____ payments, beginning with the third Friday of the school year. Your annual salary for each succeeding year shall also be in keeping with the salary schedules.

The teacher shall render services in accordance with the General School Laws of the State of Michigan, and comply with the rules and regulations of the Board of Education.

President

Trustee

Vice President

Trustee

Secretary

Trustee

Treasurer

ACCEPTANCE

To the Board of Education, Genesee School District:

I hereby accept the appointment to a teaching position in the Public Schools as tendered in this agreement. I understand that I can cancel this contract only by mutual consent or by giving written notice to the Board of Education at least sixty (60) days before September 1st of the ensuing school year.

Name _____ Date _____

Address _____

APPENDIX K

TEMPORARY CONTRACT

THIS AGREEMENT made the _____ day of _____ A.D. 20____, by and between the Board of Education of Genesee School District, Genesee, Michigan, hereinafter mentioned as the Board and hereinafter mentioned as Teacher,
WITNESSETH,

IN CONSIDERATION of the mutual promises hereto, the Board hires the Teacher to teach in the _____ School, or at such school as the Teacher may be assigned in the Genesee School District for the period, which shall begin on _____ 20____ and end on _____, 20____ at the salary of \$_____.

The Teacher shall render services in accordance with the General School Laws of the State of Michigan, and comply with the rules and regulations of the Board of Education.

IN WITNESS WHEREOF the parties hereto have hereunto set their hands the day and the year above written.

BOARD OF EDUCATION
GENESEE SCHOOL DISTRICT
GENESEE, MICHIGAN 48437-0220

By: _____
Superintendent Date

By: _____
Teacher Date

APPENDIX L

GENESEE SCHOOL DISTRICT

MEMO OF VERBAL WARNING

(yellow paper)

Name _____

Date _____

Situation: _____

EXPECTED CORRECTION: _____

TIME ALLOTMENT: _____

Signature _____

APPENDIX M

GENESEE SCHOOL DISTRICT

REPRIMAND

(blue paper)

NAME: _____ DATE: _____

SITUATION: _____

EXPECTED CORRECTION : _____

TIME ALLOTMENT: _____

Signature _____

APPENDIX N

**GENESEE SCHOOL DISTRICT
LEAVE OF ABSENCE**

I, _____ request a leave of absence of my own volition

For the following reason: _____

The leave will commence on _____. I will return on _____
month day year month day year

If I fail to return on said date, I will consider myself terminated as a voluntary quit.

Signature _____

Date _____
month day year

APPENDIX O

Transfer Request Form

Genesee School District

Teacher _____

Date _____

Present Position _____

Position Requested _____

Certification, Endorsements, Major/Minor held to qualify for the position:

Reasons for the transfer request (optional):

APPENDIX P

LEAVE REQUEST FORM (use of 3 or more or to request PD off)

Genesee School District

Name _____

Building/Position _____

Date(s) of requested Day(s) _____ **Number of Day(s)** _____

Teachers understands that a request of three or more days is for a "once in a lifetime opportunity."

Reason for Request

Date

Signature

Superintendent's Response _____ **Granted** _____ **Denied**

Reason for above

Date

Signature

APPENDIX Q

TEACHER EVALUATION

Teacher Evaluation

Using the Danielson Model for Evaluation
 From Complete Evaluation
 Summary/rating Page

	Minimally		Highly
Ineffective	Effective	Effective	Effective
0-49%	50-59%	60-84%	85-100%

Record YOUR Proficiency Cut Scores

Please change the GREEN cells to reflect YOUR structural decisions

area rating is

Overall Performance Rating Calculations

Category	# of Ratings	Ineffective	Minimally	Effective	Highly	Points Earned	Points Possible	% Earned/ Area Proficiency	Area Rating
STATE POINTS PER CATEGORY		1	2	3	4				
Domain 1	23					0	92	0%	
Domain 2	15					0	60	0%	
Domain 3	18					0	72	0%	
Domain 4	20					0	80	0%	
Student Achievement Data	3					0	12	0%	
Overall Performance Rating	76								

PLEASE DO NOT CHANGE CELLS IN BLUE HIGHLIGHT

Please change the GREEN cells to reflect YOUR structural decisions

This is where you would enter the evaluators ratings of a teacher/principal

Teacher CD Second Edition

DCODE=25070

<u>PLANNING AND PREPARATION</u>				
ELEMENT	INEFFECTIVE=1	MINIMALLY EFFECTIVE=2	EFFECTIVE=3	HIGHLY EFFECTIVE=4
Demonstrating Knowledge of Content and Pedagogy; Knowledge of content and the structure of the discipline	In planning and practice, teacher makes content errors or does not correct errors made by students.	Teacher is familiar with the important concepts in the discipline but may display lack of awareness of how these concepts relate to one another.	Teacher displays solid knowledge of the important concepts in the discipline and how these relate to one another.	Teacher displays extensive knowledge of the important concepts in the discipline and how these relate both to one another and to other disciplines.
Demonstrating Knowledge of Content and Pedagogy; Knowledge of prerequisite relationships	Teacher's plans and practice display little understanding of prerequisite relationships important to student learning of the content.	Teacher's plans and practice indicate some awareness of prerequisite relationships, although such knowledge may be inaccurate or incomplete.	Teacher's plans and practice reflect accurate understanding of prerequisite relationships among topics and concepts.	Teacher's plans and practices reflect understanding of prerequisite relationships among topics and concepts and a link to necessary cognitive structures by students to ensure understanding.
Demonstrating Knowledge of Content and Pedagogy; Knowledge of content related pedagogy	Teacher displays little or no understanding of the range of pedagogical approaches suitable to student learning of the content.	Teacher's plans and practice reflect a limited range of pedagogical approaches or some approaches that are not suitable to the discipline or to the students.	Teacher's plans and practice reflect familiarity with a wide range of effective pedagogical approaches in the discipline.	Teacher's plans and practice reflect familiarity with a wide range of effective pedagogical approaches in the discipline, anticipating student misconceptions.
Demonstrating	Teacher displays little or no	Teacher displays partial knowledge of the	Teacher displays accurate	In addition to accurate

Knowledge of Students; Knowledge of child and adolescent development	knowledge of the developmental characteristics of the age group.	developmental characteristics of the age group.	understanding of the typical developmental characteristics of the age group, as well as exceptions to the general patterns.	knowledge of the typical developmental characteristics of the age group and exceptions to the general patterns, teacher displays knowledge of the extent to which individual students follow the general patterns.
Demonstrating Knowledge of Students; Knowledge of the learning process	Teacher sees no value in understanding how students learn and does not seek such information.	Teacher recognizes the value of knowing how students learn, but this knowledge is limited or outdated.	Teacher's knowledge of how students learn is accurate and current. Teacher applies this knowledge to the class as a whole and to groups of students.	Teacher displays extensive and subtle understanding of how students learn and applies this knowledge to individual students.
Demonstrating Knowledge of Students; Knowledge of students' skills, knowledge, and language proficiency	Teacher displays little or no knowledge of students' skills, knowledge, and language proficiency and does not indicate that such knowledge is valuable.	Teacher recognizes the value of understanding students' skills, knowledge, and language proficiency but displays this knowledge only for the class as a whole.	Teacher recognizes the value of understanding students' skills, knowledge, and language proficiency and displays this knowledge for groups of students.	Teacher displays understanding of individual students' skills, knowledge, and language proficiency and has a strategy for maintaining such information.
Demonstrating Knowledge of Students; Knowledge of students' interests and cultural heritage	Teacher displays little or no knowledge of students' interests or cultural heritage and does not indicate that such knowledge is valuable.	Teacher recognizes the value of understanding students' interests and cultural heritage but displays this knowledge only for the class as a whole.	Teacher recognizes the value of understanding students' interests and cultural heritage and displays this knowledge for groups of students.	Teacher recognizes the value of understanding students' interests and cultural heritage and displays this knowledge for individual students.

Demonstrating Knowledge of Students; Knowledge of students' special needs	Teacher displays little or no understanding of students' special learning or medical needs or why such knowledge is important.	Teacher displays awareness of the importance of knowing students' special learning or medical needs, but such knowledge may be incomplete or inaccurate.	Teacher is aware of students' special learning and medical needs.	Teacher possesses information about each student's learning and medical needs, collecting such information from a variety of sources.
Setting Instructional Outcomes; Value, sequence, and alignment	Outcomes represent low expectations for students and lack of rigor. They do not reflect important learning in the discipline or a connection to a sequence of learning.	Outcomes represent moderately high expectations and rigor. Some reflect important learning in the discipline and at least some connection to a sequence of learning.	Most outcomes represent high expectations and rigor and important learning in the discipline. They are connected to a sequence of learning.	All outcomes represent high expectations and rigor and important learning in the discipline. They are connected to a sequence of learning both in the discipline and in related disciplines.
Setting Instructional Outcomes; Clarity	Outcomes are either not clear or are stated as activities, not as student learning. Outcomes do not permit viable methods of assessment.	Outcomes are only moderately clear or consist of a combination of outcomes and activities. Some outcomes do not permit viable methods of assessment.	All the instructional outcomes are clear, written in the form of student learning. Most suggest viable methods of assessment.	All the outcomes are clear, written in the form of student learning, and permit viable methods of assessment.
Setting Instructional Outcomes; Balance	Outcomes reflect only one type of learning and only one discipline or strand.	Outcomes reflect several types of learning, but teacher has made no attempt at coordination or integration.	Outcomes reflect several different types of learning and opportunities for coordination.	Where appropriate, outcomes reflect several different types of learning and opportunities for both coordination and integration.
Setting Instructional Outcomes; Suitability for diverse learners	Outcomes are not suitable for the class or are not based on any assessment of student needs.	Most of the outcomes are suitable for most of the students in the class based on global assessments of student learning.	Most of the outcomes are suitable for all students in the class and are based on evidence of student	Outcomes are based on a comprehensive assessment of student learning and take into account the varying needs of

			proficiency. However, the needs of some individual students may not be accommodated.	individual students or groups.
Demonstrating Knowledge of Resources; Resources for classroom use	Teacher is unaware of resources for classroom use available through the school or district.	Teacher displays awareness of resources available for classroom use through the school or district but no knowledge of resources available more broadly.	Teacher displays awareness of resources available for classroom use through the school or district and some familiarity with resources external to the school and on the Internet.	Teacher's knowledge of resources for classroom use is extensive, including those available through the school or district, in the community, through professional organizations and universities, and on the Internet.
Demonstrating Knowledge of Resources; Resources to extend content knowledge and pedagogy	Teacher is unaware of resources to enhance content and pedagogical knowledge available through the school or district.	Teacher displays awareness of resources to enhance content and pedagogical knowledge available through the school or district but no knowledge of resources available more broadly.	Teacher displays awareness of resources to enhance content and pedagogical knowledge available through the school or district and some familiarity with resources external to the school and on the Internet.	Teacher's knowledge of resources to enhance content and pedagogical knowledge is extensive, including those available through the school or district, in the community, through professional organizations and universities, and on the Internet.
Demonstrating Knowledge of Resources; Resources for students	Teacher is unaware of resources for students available through the school or district.	Teacher displays awareness of resources for students available through the school or district but no knowledge of resources available more broadly.	Teacher displays awareness of resources for students available through the school or district and some familiarity with resources external to the school and on the Internet.	Teacher's knowledge of resources for students is extensive, including those available through the school or district, in the community, and on the Internet.

Designing Coherent Instruction; Learning activities	Learning activities are not suitable to students or to instructional outcomes and are not designed to engage students in active intellectual activity.	Only some of the learning activities are suitable to students or to the instructional outcomes. Some represent a moderate cognitive challenge, but with no differentiation for different students.	All of the learning activities are suitable to students or to the instructional outcomes, and most represent significant cognitive challenge, with some differentiation for different groups of students.	Learning activities are highly suitable to diverse learners and support the instructional outcomes. They are all designed to engage students in high-level cognitive activity and are differentiated, as appropriate, for individual learners.
Designing Coherent Instruction; Instructional materials and resources	Materials and resources are not suitable for students and do not support the instructional outcomes or engage students in meaningful learning.	Some of the materials and resources are suitable to students, support the instructional outcomes, and engage students in meaningful learning.	All of the materials and resources are suitable to students, support the instructional outcomes, and are designed to engage students in meaningful learning.	All of the materials and resources are suitable to students, support the instructional outcomes, and are designed to engage students in meaningful learning. There is evidence of appropriate use of technology and of student participation in selecting or adapting materials.
Designing Coherent Instruction; Instructional groups	Instructional groups do not support the instructional outcomes and offer no variety.	Instructional groups partially support the instructional outcomes, with an effort at providing some variety.	Instructional groups are varied as appropriate to the students and the different instructional outcomes.	Instructional groups are varied as appropriate to the students and the different instructional outcomes. There is evidence of student choice in selecting the different patterns of instructional groups.
Designing Coherent Instruction; Lesson	The lesson or unit has no clearly defined structure, or	The lesson or unit has a recognizable structure, although the structure is not	The lesson or unit has a clearly defined structure	The lesson's or unit's structure is clear and allows for different

and unit structure	the structure is chaotic. Activities do not follow an organized progression, and time allocations are unrealistic.	uniformly maintained throughout. Progression of activities is uneven, with most time allocations reasonable.	around which activities are organized. Progression of activities is even, with reasonable time allocations.	pathways according to diverse student needs. The progression of activities is highly coherent.
Designing Student Assessments; Congruence with instructional outcomes	Assessment procedures are not congruent with instructional outcomes.	Some of the instructional outcomes are assessed through the proposed approach, but many are not.	All the instructional outcomes are assessed through the approach to assessment; assessment methodologies may have been adapted for groups of students.	Proposed approach to assessment is fully aligned with the instructional outcomes in both content and process. Assessment methodologies have been adapted for individual students, as needed.
Designing Student Assessments; Criteria and standards	Proposed approach contains no criteria or standards.	Assessment criteria and standards have been developed, but they are not clear.	Assessment criteria and standards are clear.	Assessment criteria and standards are clear; there is evidence that the students contributed to their development.
Designing Student Assessments; Design of formative assessments	Teacher has no plan to incorporate formative assessment in the lesson or unit.	Approach to the use of formative assessment is rudimentary, including only some of the instructional outcomes.	Teacher has a well-developed strategy to using formative assessment and has designed particular approaches to be used.	Approach to using formative assessment is well designed and includes student as well as teacher use of the assessment information.
Designing Student Assessments; Use for planning	Teacher has no plans to use assessment results in designing future instruction.	Teacher plans to use assessment results to plan for future instruction for the class as a whole.	Teacher plans to use assessment results to plan for future instruction for groups of students.	Teacher plans to use assessment results to plan future instruction for individual students.

THE CLASSROOM ENVIRONMENT

ELEMENT	INEFFECTIVE	MINIMALLY EFFECTIVE	EFFECTIVE	HIGHLY EFFECTIVE
Creating an Environment of Respect and Rapport; Teacher interaction with students	Teacher interaction with at least some students is negative, demeaning, sarcastic, or inappropriate to the age or culture of the students. Students exhibit disrespect for the teacher.	Teacher-student interactions are generally appropriate but may reflect occasional inconsistencies, favoritism, or disregard for students' cultures. Students exhibit only minimal respect for the teacher.	Teacher-student interactions are friendly and demonstrate general caring and respect. Such interactions are appropriate to the age and cultures of the students. Students exhibit respect for the teacher.	Teacher interactions with students reflect genuine respect and caring for individuals as well as groups of students. Students appear to trust the teacher with sensitive information.
Creating an Environment of Respect and Rapport; Student interactions with other students	Student interactions are characterized by conflict, sarcasm, or put-downs.	Students do not demonstrate disrespect for one another.	Student interactions are generally polite and respectful.	Students demonstrate genuine caring for one another and monitor one another's treatment of peers, correcting classmates respectfully when needed.
Establishing a Culture for Learning; Importance of the content	Teacher or students convey a negative attitude toward the content, suggesting that it is not important or has been mandated by others.	Teacher communicates importance of the work but with little conviction and only minimal apparent buy-in by the students.	Teacher conveys genuine enthusiasm for the content, and students demonstrate consistent commitment to its value.	Students demonstrate through their active participation, curiosity, and taking initiative that they value the importance of the content.
Establishing a Culture for Learning; Expectations for learning and achievement	Instructional outcomes, activities and assignments, and classroom interactions convey low expectations for at least some students.	Instructional outcomes, activities and assignments, and classroom interactions convey only modest expectations for student learning and achievement.	Instructional outcomes, activities and assignments, and classroom interactions convey high expectations for most students.	Instructional outcomes, activities and assignments, and classroom interactions convey high expectations for all students. Students appear to

				have internalized these expectations.
Establishing a Culture for Learning; Student pride in work	Students demonstrate little or no pride in their work. They seem to be motivated by the desire to complete a task rather than to do high-quality work.	Students minimally accept the responsibility to do good work but invest little of their energy into its quality.	Students accept the teacher's insistence on work of high quality and demonstrate pride in that work.	Students demonstrate attention to detail and take obvious pride in their work, initiating improvements in it by, for example, revising drafts on their own or helping peers.
Managing Classroom Procedures; Management of instructional groups	Students not working with the teacher are not productively engaged in learning.	Students in only some groups are productively engaged in learning while unsupervised by the teacher.	Small-group work is well organized, and most students are productively engaged in learning while unsupervised by the teacher.	Small-group work is well organized, and students are productively engaged at all times, with students assuming responsibility for productivity.
Managing Classroom Procedures; Management of transitions	Transitions are chaotic, with much time lost between activities or lesson segments.	Only some transitions are efficient, resulting in some loss of instructional time.	Transitions occur smoothly, with little loss of instructional time.	Transitions are seamless, with students assuming responsibility in ensuring their efficient operation.
Managing Classroom Procedures; Management of materials and supplies	Materials and supplies are handled inefficiently, resulting in significant loss of instructional time.	Routines for handling materials and supplies function moderately well, but with some loss of instructional time.	Routines for handling materials and supplies occur smoothly, with little loss of instructional time.	Routines for handling materials and supplies are seamless, with students assuming some responsibility for smooth operation.
Managing Classroom Procedures; Performance of noninstructional	Considerable instructional time is lost in performing noninstructional duties.	Systems for performing noninstructional duties are only fairly efficient, resulting in some loss of instructional time.	Efficient systems for performing noninstructional duties are in place, resulting in	Systems for performing noninstructional duties are well established, with students assuming considerable

duties			minimal loss of instructional time.	responsibility for efficient operation.
Managing Classroom Procedures; Supervision of volunteers and paraprofessionals	Volunteers and paraprofessionals have no clearly defined duties and are idle most of the time.	Volunteers and paraprofessionals are productively engaged during portions of class time but require frequent supervision.	Volunteers and paraprofessionals are productively and independently engaged during the entire class.	Volunteers and paraprofessionals make a substantive contribution to the classroom environment.
Managing Student Behavior; Expectations	No standards of conduct appear to have been established, or students are confused as to what the standards are.	Standards of conduct appear to have been established, and most students seem to understand them.	Standards of conduct are clear to all students.	Standards of conduct are clear to all students and appear to have been developed with student participation.
Managing Student Behavior; Monitoring of student behavior	Student behavior is not monitored, and teacher is unaware of what the students are doing.	Teacher is generally aware of student behavior but may miss the activities of some students.	Teacher is alert to student behavior at all times.	Monitoring by teacher is subtle and preventive. Students monitor their own and their peers' behavior, correcting one another respectfully.
Managing Student Behavior; Response to student misbehavior	Teacher does not respond to misbehavior, or the response is inconsistent, is overly repressive, or does not respect the student's dignity.	Teacher attempts to respond to student misbehavior but with uneven results, or there are no major infractions of the rules.	Teacher response to misbehavior is appropriate and successful and respects the student's dignity, or student behavior is generally appropriate.	Teacher response to misbehavior is highly effective and sensitive to students' individual needs, or student behavior is entirely appropriate.
Organizing Physical Space; Safety and accessibility	The classroom is unsafe, or learning is not accessible to some students.	The classroom is safe, and at least essential learning is accessible to most students.	The classroom is safe, and learning is equally accessible to all students.	The classroom is safe, and students themselves ensure that all learning is equally

				accessible to all students.
Organizing Physical Space; Arrangement of furniture and use of physical resources	The furniture arrangement hinders the learning activities, or the teacher makes poor use of physical resources.	Teacher uses physical resources adequately. The furniture may be adjusted for a lesson, but with limited effectiveness.	Teacher uses physical resources skillfully, and the furniture arrangement is a resource for learning activities.	Both teacher and students use physical resources easily and skillfully, and students adjust the furniture to advance their learning.

INSTRUCTION

ELEMENT	INEFFECTIVE	MINIMALLY EFFECTIVE	EFFECTIVE	HIGHLY EFFECTIVE
Communicating with Students; Expectations for learning	Teacher's purpose in a lesson or unit is unclear to students.	Teacher attempts to explain the instructional purpose, with limited success.	Teacher's purpose for the lesson or unit is clear, including where it is situated within broader learning.	Teacher makes the purpose of the lesson or unit clear, including where it is situated within broader learning, linking that purpose to student interests.
Communicating with Students; Directions and procedures	Teacher's directions and procedures are confusing to students.	Teacher's directions and procedures are clarified after initial student confusion.	Teacher's directions and procedures are clear to students.	Teacher's directions and procedures are clear to students and anticipate possible student misunderstanding.
Communicating with Students; Explanations of content	Teacher's explanation of the content is unclear or confusing or uses inappropriate language.	Teacher's explanation of the content is uneven; some is done skillfully, but other portions are difficult to follow.	Teacher's explanation of content is appropriate and connects with students' knowledge and experience.	Teacher's explanation of content is imaginative and connects with students' knowledge and experience. Students contribute to explaining concepts to their peers.

Communicating with Students; Use of oral and written language	Teacher's spoken language is inaudible, or written language is illegible. Spoken or written language contains errors of grammar or syntax. Vocabulary may be inappropriate, vague, or used incorrectly, leaving students confused.	Teacher's spoken language is audible, and written language is legible. Both are used correctly and conform to standard English. Vocabulary is correct but limited or is not appropriate to the students' ages or backgrounds.	Teacher's spoken and written language is clear and correct and conforms to standard English. Vocabulary is appropriate to the students' ages and interests.	Teacher's spoken and written language is correct and conforms to standard English. It is also expressive, with well-chosen vocabulary that enriches the lesson. Teacher finds opportunities to extend students' vocabularies.
Questioning and Discussion Techniques; Quality of questions	Teacher's questions are virtually all of poor quality, with low cognitive challenge and single correct responses, and they are asked in rapid succession.	Teacher's questions are a combination of low and high quality, posed in rapid succession. Only some invite a thoughtful response.	Most of the teacher's questions are of high quality. Adequate time is provided for students to respond.	Teacher's questions are of uniformly high quality, with adequate time for students to respond. Students formulate many questions.
Questioning and Discussion Techniques; Discussion techniques	Interaction between teacher and students is predominantly recitation style, with the teacher mediating all questions and answers.	Teacher makes some attempt to engage students in genuine discussion rather than recitation, with uneven results.	Teacher creates a genuine discussion among students, stepping aside when appropriate.	Students assume considerable responsibility for the success of the discussion, initiating topics and making unsolicited contributions.
Questioning and Discussion Techniques; Student participation	A few students dominate the discussion.	Teacher attempts to engage all students in the discussion, but with only limited success.	Teacher successfully engages all students in the discussion	Students themselves ensure that all voices are heard in the discussion.
Engaging Students in Learning; Activities	Activities and assignments are inappropriate for	Activities and assignments are appropriate to some students and engage them	Most activities and assignments are	All students are cognitively engaged in the activities and

and assignments	students' age or background. Students are not mentally engaged in them.	mentally, but others are not engaged.	appropriate to students, and almost all students are cognitively engaged in exploring content.	assignments in their exploration of content. Students initiate or adapt activities and projects to enhance their understanding.
Engaging Students in Learning; Grouping of students	Instructional groups are inappropriate to the students or to the instructional outcomes.	Instructional groups are only partially appropriate to the students or only moderately successful in advancing the instructional outcomes of the lesson.	Instructional groups are productive and fully appropriate to the students or to the instructional purposes of the lesson.	Instructional groups are productive and fully appropriate to the students or to the instructional purposes of the lesson. Students take the initiative to influence the formation or adjustment of instructional groups.
Engaging Students in Learning; Instructional materials and resources	Instructional materials and resources are unsuitable to the instructional purposes or do not engage students mentally.	Instructional materials and resources are only partially suitable to the instructional purposes, or students are only partially mentally engaged with them.	Instructional materials and resources are suitable to the instructional purposes and engage students mentally.	Instructional materials and resources are suitable to the instructional purposes and engage students mentally. Students initiate the choice, adaptation, or creation of materials to enhance their learning.
Engaging Students in Learning; Structure and pacing	The lesson has no clearly defined structure, or the pace of the lesson is too slow or rushed, or both.	The lesson has a recognizable structure, although it is not uniformly maintained throughout the lesson. Pacing of the lesson is inconsistent.	The lesson has a clearly defined structure around which the activities are organized. Pacing of the lesson is generally appropriate.	The lesson's structure is highly coherent, allowing for reflection and closure. Pacing of the lesson is appropriate for all students.
Using Assessment in	Students are not aware of the	Students know some of the criteria and	Students are fully aware of	Students are fully aware of the

Instruction; Assessment criteria	criteria and performance standards by which their work will be evaluated.	performance standards by which their work will be evaluated.	the criteria and performance standards by which their work will be evaluated.	criteria and performance standards by which their work will be evaluated and have contributed to the development of the criteria.
Using Assessment in Instruction; Monitoring of student learning	Teacher does not monitor student learning in the curriculum.	Teacher monitors the progress of the class as a whole but elicits no diagnostic information.	Teacher monitors the progress of groups of students in the curriculum, making limited use of diagnostic prompts to elicit information.	Teacher actively and systematically elicits diagnostic information from individual students regarding their understanding and monitors the progress of individual students.
Using Assessment in Instruction; Feedback to students	Teacher's feedback to students is of poor quality and not provided in a timely manner.	Teacher's feedback to students is uneven, and its timeliness is inconsistent.	Teacher's feedback to students is timely and of consistently high quality.	Teacher's feedback to students is timely and of consistently high quality, and students make use of the feedback in their learning.
Using Assessment in Instruction; Student self-assessment and monitoring of progress	Students do not engage in self-assessment or monitoring of progress.	Students occasionally assess the quality of their own work against the assessment criteria and performance standards.	Students frequently assess and monitor the quality of their own work against the assessment criteria and performance standards.	Students not only frequently assess and monitor the quality of their own work against the assessment criteria and performance standards but also make active use of that information in their learning.
Demonstrating Flexibility and Responsiveness;	Teacher adheres rigidly to an instructional plan, even when a change is clearly	Teacher attempts to adjust a lesson when needed, with only partially successful results.	Teacher makes a minor adjustment to a lesson, and the adjustment occurs	Teacher successfully makes a major adjustment to a lesson when needed.

Lesson adjustment	needed.		smoothly.	
Demonstrating Flexibility and Responsiveness; Response to students	Teacher ignores or brushes aside students' questions or interests.	Teacher attempts to accommodate students' questions or interests, although the pacing of the lesson is disrupted.	Teacher successfully accommodates students' questions or interests.	Teacher seizes a major opportunity to enhance learning, building on student interests or a spontaneous event.
Demonstrating Flexibility and Responsiveness; Persistence	When a student has difficulty learning, the teacher either gives up or blames the student or the student's home environment.	Teacher accepts responsibility for the success of all students but has only a limited repertoire of instructional strategies to draw on.	Teacher persists in seeking approaches for students who have difficulty learning, drawing on a broad repertoire of strategies.	Teacher persists in seeking effective approaches for students who need help, using an extensive repertoire of strategies and soliciting additional resources from the school.

PROFESSIONAL RESPONSIBILITIES

ELEMENT	INEFFECTIVE	MINIMALLY EFFECTIVE	EFFECTIVE	HIGHLY EFFECTIVE
Reflecting on Teaching; Accuracy	Teacher does not know whether a lesson was effective or achieved its instructional outcomes, or teacher profoundly misjudges the success of a lesson.	Teacher has a generally accurate impression of a lesson's effectiveness and the extent to which instructional outcomes were met.	Teacher makes an accurate assessment of a lesson's effectiveness and the extent to which it achieved its instructional outcomes and can cite general references to support the judgment.	Teacher makes a thoughtful and accurate assessment of a lesson's effectiveness and the extent to which it achieved its instructional outcomes, citing many specific examples from the lesson and weighing the relative strengths of each.
Reflecting on Teaching; Use in future teaching	Teacher has no suggestions for how a lesson could be improved another time the	Teacher makes general suggestions about how a lesson could be improved another time the lesson is taught.	Teacher makes a few specific suggestions of what could be tried another	Drawing on an extensive repertoire of skills, teacher offers specific alternative

	lesson is taught.		time the lesson is taught.	actions, complete with the probable success of different courses of action.
Maintaining Accurate Records; Student completion of assignments	Teacher's system for maintaining information on student completion of assignments is in disarray.	Teacher's system for maintaining information on student completion of assignments is rudimentary and only partially effective.	Teacher's system for maintaining information on student completion of assignments is fully effective.	Teacher's system for maintaining information on student completion of assignments is fully effective. Students participate in maintaining the records.
Maintaining Accurate Records; Student progress in learning	Teacher has no system for maintaining information on student progress in learning, or the system is in disarray.	Teacher's system for maintaining information on student progress in learning is rudimentary and only partially effective.	Teacher's system for maintaining information on student progress in learning is fully effective.	Teacher's system for maintaining information on student progress in learning is fully effective. Students contribute information and participate in interpreting the records.
Maintaining Accurate Records; Non-instructional records	Teacher's records for non-instructional activities are in disarray, resulting in errors and confusion.	Teacher's records for non-instructional activities are adequate, but they require frequent monitoring to avoid errors.	Teacher's system for maintaining information on non-instructional activities is fully effective.	Teacher's system for maintaining information on non-instructional activities is highly effective, and students contribute to its maintenance
Communicating with Families; Information about the instructional program	Teacher provides little or no information about the instructional program to families.	Teacher participates in the school's activities for family communication but offers little additional information.	Teacher provides frequent information to families, as appropriate, about the instructional program.	Teacher provides frequent information to families, as appropriate, about the instructional program. Students participate in preparing materials for their families.

Communicating with Families; Information about individual students	Teacher provides minimal information to families about individual students, or the communication is inappropriate to the cultures of the families. Teacher does not respond, or responds insensitively, to family concerns about students.	Teacher adheres to the school's required procedures for communicating with families. Responses to family concerns are minimal or may reflect occasional insensitivity to cultural norms.	Teacher communicates with families about students' progress on a regular basis, respecting cultural norms, and is available as needed to respond to family concerns.	Teacher provides information to families frequently on student progress, with students contributing to the design of the system. Response to family concerns is handled with great professional and cultural sensitivity.
Communicating with Families; Engagement of families in the instructional program	Teacher makes no attempt to engage families in the instructional program, or such efforts are inappropriate.	Teacher makes modest and partially successful attempts to engage families in the instructional program.	Teacher's efforts to engage families in the instructional program are frequent and successful.	Teacher's efforts to engage families in the instructional program are frequent and successful. Students contribute ideas for projects that could be enhanced by family participation.
Participating in a Professional Community; Relationships with colleagues	Teacher's relationships with colleagues are negative or self-serving.	Teacher maintains cordial relationships with colleagues to fulfill duties that the school or district requires.	Relationships with colleagues are characterized by mutual support and cooperation.	Relationships with colleagues are characterized by mutual support and cooperation. Teacher takes initiative in assuming leadership among the faculty.
Participating in a Professional Community; Involvement in a culture of professional inquiry	Teacher avoids participation in a culture of inquiry, resisting opportunities to become involved.	Teacher becomes involved in the school's culture of inquiry when invited to do so.	Teacher actively participates in a culture of professional inquiry.	Teacher takes a leadership role in promoting a culture of professional inquiry.

Participating in a Professional Community; Service to the school	Teacher avoids becoming involved in school events.	Teacher participates in school events when specifically asked.	Teacher volunteers to participate in school events, making a substantial contribution.	Teacher volunteers to participate in school events, making a substantial contribution, and assumes a leadership role in at least one aspect of school life.
Participating in a Professional Community; Participation in school and district projects	Teacher avoids becoming involved in school and district projects.	Teacher participates in school and district projects when specifically asked.	Teacher volunteers to participate in school and district projects, making a substantial contribution.	Teacher volunteers to participate in school and district projects, making a substantial contribution, and assumes a leadership role in a major school or district project.
Growing and Developing Professionally; Enhancement of content knowledge and pedagogical skill	Teacher engages in no professional development activities to enhance knowledge or skill.	Teacher participates in professional activities to a limited extent when they are convenient.	Teacher seeks out opportunities for professional development to enhance content knowledge and pedagogical skill.	Teacher seeks out opportunities for professional development and makes a systematic effort to conduct action research.
Growing and Developing Professionally; Receptivity to feedback from colleagues	Teacher resists feedback on teaching performance from either supervisors or more experienced colleagues.	Teacher accepts, with some reluctance, feedback on teaching performance from both supervisors and professional colleagues.	Teacher welcomes feedback from colleagues when made by supervisors or when opportunities arise through professional collaboration.	Teacher seeks out feedback on teaching from both supervisors and colleagues.
Growing and Developing Professionally;	Teacher makes no effort to share knowledge with others or to assume professional	Teacher finds limited ways to contribute to the profession.	Teacher participates actively in assisting other educators.	Teacher initiates important activities to contribute to the profession.

Service to the profession	responsibilities.			
Showing Professionalism; Integrity and ethical conduct	Teacher displays dishonesty in interactions with colleagues, students, and the public.	Teacher is honest in interactions with colleagues, students, and the public.	Teacher displays high standards of honesty, integrity, and confidentiality in interactions with colleagues, students, and the public.	Teacher can be counted on to hold the highest standards of honesty, integrity, and confidentiality and takes a leadership role with colleagues
Showing Professionalism; Service to students	Teacher is not alert to students' needs.	Teacher's attempts to serve students are inconsistent.	Teacher is active in serving students.	Teacher is highly proactive in serving students, seeking out resources when needed.
Showing Professionalism; Advocacy	Teacher contributes to school practices that result in some students being ill served by the school.	Teacher does not knowingly contribute to some students being ill served by the school.	Teacher works to ensure that all students receive a fair opportunity to succeed.	Teacher makes a concerted effort to challenge negative attitudes or practices to ensure that all students, particularly those traditionally under-served, are honored in the school.
Showing Professionalism; Decision making	Teacher makes decisions and recommendations based on self-serving interests.	Teacher's decisions and recommendations are based on limited though genuinely professional considerations.	Teacher maintains an open mind and participates in team or departmental decision making.	Teacher takes a leadership role in team or departmental decision making and helps ensure that such decisions are based on the highest professional standards.
Showing Professionalism;	Teacher does not comply with school and district	Teacher complies minimally with school and district regulations, doing just enough	Teacher complies fully with school and district	Teacher complies fully with school and district regulations,

Compliance with school and district regulations

regulations.

to get by.

regulations.

taking a leadership role with colleagues.

Assessment Rubric For: State / National / Local

What Assessment(s): MLPP, When is it available? Fall/Spring
Grade Level: Pre-K Building: Elementary

In the rubric below, define the proficiency level or cut score for this assessment.

Rating Categories (HB 4625-28)	Ineffective	Minimally Effective	Effective	Highly Effective
Assessment <i>(Percent of students demonstrating 1 year of growth or meeting benchmark)</i>	0-49%	50-59%	60-89%	90-100%

In the space below, identify how each teacher will be linked to the assessment data.

General Education Teachers: *Linked to students in the classroom.*

Special Education Teachers: *Not linked*

Elective Teachers: *Not linked*

Title/Intervention Teachers: *Not linked*

Administrators/Principals: *Linked to average of teachers' evaluations*

Assessment Rubric For: State / National / Local

What Assessment(s):DIBELS Reading, When is it available? October/May
Grade Level: K-4 Building: Elementary

In the rubric below, define the proficiency level or cut score for this assessment.

Rating Categories (HB 4625-28)	Ineffective	Minimally Effective	Effective	Highly Effective
Assessment <i>(Percentage of students demonstrating 1 year of growth or meeting grade level benchmark)</i>	0-49%	50-59%	60-89%	90-100%

In the space below, identify how each teacher will be linked to the assessment data.

General Education Teachers: *Students linked to classroom teacher. Students receiving support services will make a minimum 6 months' growth.*
Special Education Teachers: *Linked to students on caseload.*

Elective Teachers: *No link*

Title/Intervention Teachers: *Linked to students serviced.*

Administrators/Principals: *Linked to average of teacher evaluations.*

Assessment Rubric For: State / National / Local

What Assessment(s): DRA , When is it available? October/May
Grade Level: K-6 Building: Elementary

In the rubric below, define the proficiency level or cut score for this assessment.

Rating Categories (HB 4625-28)	Ineffective	Minimally Effective	Effective	Highly Effective
Assessment <i>(Percentage of students demonstrating 1 year of growth or meeting grade level benchmark)</i>	0-49%	50-59%	60-89%	90-100%

In the space below, identify how each teacher will be linked to the assessment data.

General Education Teachers: *Students will be linked to classroom teacher. DRA levels used to identify 1 year of growth will be identified and outlined so that they can be tracked throughout the year. Students receiving support services will make a minimum 6 months' growth.*

Special Education Teachers: *Students will be linked to the teacher from whom they receive instruction.*

Elective Teachers: *No link*

Title/Intervention Teachers: *Teachers are linked to students serviced.*

Administrators/Principals: *Linked to average of teacher evaluations*

Assessment Rubric For: State / National / Local

What Assessment(s): MEAP Reading, **When is it available?** Spring
Grade Level: 3-6 **Building:** Elementary

In the rubric below, define the proficiency level or cut score for this assessment.

Rating Categories (HB 4625-28)	Ineffective	Minimally Effective	Effective	Highly Effective
Assessment <i>(Percentage of students scoring 'proficient': L1/2, improving 10%; or provisional proficiency as identified by MDE)</i>	0-49%	50-65%	66-85%	86-100%

In the space below, identify how each teacher will be linked to the assessment data.

General Education Teachers: *Students linked to previous year's teacher. Students receiving support will show a minimum 6 months growth.*

Special Education Teachers: *Linked to students on caseload ('previous year' provision applies). Alternate assessment students follow same protocol substituting the alternate assessment terminology. Students receiving support will show a minimum 6 months growth.*

Elective Teachers: Music and Physical Education: *Linked to students that they instruct in grades 4-6. (full academic year students will be taken out just as they are for classroom teachers).*

Title/Intervention Teachers: *Linked to students that they service. Students receiving support will show a minimum 6 months growth.*

Administrators/Principals: *Linked to average of teacher evaluations.*

Assessment Rubric For: State / National / Local

What Assessment(s): Writing, When is it available? Oct/May
Grade Level: K-6 Building: Elementary

In the rubric below, define the proficiency level or cut score for this assessment.

Rating Categories (HB 4625-28)	Ineffective	Minimally Effective	Effective	Highly Effective
Assessment (Percentage of students demonstrating appropriate growth)	0-49%	50-59%	60-89%	90-100%

In the space below, identify how each teacher will be linked to the assessment data.

General Education Teachers: *Students will be linked to classroom teacher. The student growth rate is determined through comparison of fall and spring assessments based on the grade level rubric.*

Special Education Teachers: *Students will be linked to each teacher from whom they receive instruction*

Elective Teachers: *No link.*

Title/Intervention Teachers: *Title I students will be linked to each teacher from whom they receive instruction*

Administrators/Principals: *Linked to average of teacher evaluation ratings.*

Assessment Rubric For: State / National / Local

What Assessment(s): DIBELS Math, When is it available? Oct/Feb/May
Grade Level: K-2 Building: Elementary

In the rubric below, define the proficiency level or cut score for this assessment.

Rating Categories (HB 4625-28)	Ineffective	Minimally Effective	Effective	Highly Effective
Assessment <i>(Percentage of students demonstrating appropriate growth)</i>	0-49%	50-59%	60-89%	90-100%

In the space below, identify how each teacher will be linked to the assessment data.

General Education Teachers: *Students will be linked to classroom teacher. The student growth rate is determined through comparison of fall and spring assessments based on the grade level rubric. Students receiving support will show a minimum 6 months growth.*

Special Education Teachers: *Students will be linked to each teacher from whom they receive instruction. Students receiving support will be expected to make 6 months growth.*

Elective Teachers: *Music and Physical Education teachers linked to K-2 students they service. Students receiving support will show a minimum 6 months growth.*

Title/Intervention Teachers: *Title I students will be linked to each teacher from whom they receive instruction. Students receiving support will show a minimum 6 months growth.*

Administrators/Principals: *Linked to average of teacher evaluation ratings.*

Assessment Rubric For: State / National / Local

What Assessment(s): ALEKS - Math, **When is it available?** Sept - May
Grade Level: 3-6 **Building:** Elementary

In the rubric below, define the proficiency level or cut score for this assessment.

Rating Categories (HB 4625-28)	Ineffective	Minimally Effective	Effective	Highly Effective
Assessment <i>(Percentage of students demonstrating 1 year of growth or meeting grade level benchmark)</i>	0-49%	50-59%	60-89%	90-100%

In the space below, identify how each teacher will be linked to the assessment data.

General Education Teachers: *Students linked to classroom teacher. Students receiving support are expected to make a minimum 6 months' growth.*

Special Education Teachers: *Students linked to teacher from whom they receive instruction. Students receiving support are expected to make a minimum 6 months' growth.*

Elective Teachers: *Music and Physical Education teachers linked to 3-6 students they service. Students receiving support will show a minimum 6 months growth.*

Title/Intervention Teachers: *No link*

Administrators/Principals: *Linked to average of teacher evaluations.*

Assessment Rubric For: State / National / Local

What Assessment(s):MEAP Math, **When is it available?** Spring
Grade Level: 3-6 **Building:** Elementary

In the rubric below, define the proficiency level or cut score for this assessment.

Rating Categories (HB 4625-28)	Ineffective	Minimally Effective	Effective	Highly Effective
Assessment <i>(Percentage of students scoring 'proficient': L1/2, improving 10%; or provisional proficiency as identified by MDE)</i>	0-49%	50-65%	66-85%	86-100%

In the space below, identify how each teacher will be linked to the assessment data.

General Education Teachers: *Students linked to previous year's teacher.*

Special Education Teachers: *Linked to students on caseload ('previous year provision applies). Alternate assessment students follow same protocol substituting the alternate assessment terminology*

Elective Teachers: *Music and Physical Education teachers linked to 3-6 students they service. Students receiving support will show a minimum 6 months growth.*

Title/Intervention Teachers: *Linked to students that they service*

Administrators/Principals: *Linked to average of teacher evaluations.*

Assessment Rubric For: State / National / Local

What Assessment(s): MEAP/MME, When is it available? December-Feb
 Grade Level: 7 ELA, Math, Science building: 7-12

In the rubric below, define the proficiency level or cut score for this assessment.

Rating Categories (HB 4625-28)	Ineffective	Minimally Effective	Effective	Highly Effective
Assessment	<i>Description</i> See attached spread sheet	<i>Description</i>	<i>Description</i>	<i>Description</i>

In the space below, identify how each teacher will be linked to the assessment data.

General Education Teachers

Special Education Teachers

Elective Teachers

Title/Intervention Teachers

Administrators/Principals

Assessment rubric for MME/PLAN/EXPLORE

8th grade teachers/EXPLORE

10th grade teachers/PLAN

11th grade teachers/MME

Percent of student's proficient

Subject	Ineffective	Minimally effective	Effective	Highly effective
Reading	0-44	45-59	60-79	80-100
Writing	0-29	30-44	45-69	70-100
Math	0-34	35-49	50-79	80-100
Science	0-39	40-54	55-79	80-100
Social Studies	0-49	50-79	80-89	90-100

*Based on 2010.11 scores substitute cut score adjustment if cut scores are changed

Special education teachers

Percent of student's proficient

Subject	Ineffective	Minimally effective	Effective	Highly effective
Reading	0-9	10-19	20-49	50-100
Writing	0-9	10-19	20-49	50-100
Math	0-5	6-9	10-49	50-100
Science	0-9	10-14	15-49	50-100
Social Studies	0-19	20-44	45-69	70-100

*Based on 2010.11 scores substitute cut score adjustment if cut scores are changed

MEAP

7th grade subject area teachers

8th grade social studies, teachers

Special education will double up on Unit assessments

Percent of student's proficient

Subject	Ineffective	Minimally effective	Effective	Highly effective
Reading	0-49	50-64	65-79	80-100
Writing				
Math	0-49	50-64	65-79	80-100
Science	0-49	50-64	65-79	80-100
Social Studies	0-49	50-64	65-79	80-100

*Based on 2010.11 scores substitute cut score adjustment if cut scores are changed

Assessment Rubric For: State / National / Local

What Assessment(s): Course Grades _____, When is it available? January and June _____
Grade Level: 7-12 _____ Building: 7-12 _____

In the rubric below, define the proficiency level or cut score for this assessment.

Rating Categories (HB 4625-28)	Ineffective 0-74%	Minimally Effective 75-84%	Effective 85-89%	Highly Effective 90-100%
Assessment	<i>Description</i> <i>Percentage of students who passed based on semester grades for all courses taught</i>	<i>Description</i>	<i>Description</i>	<i>Description</i>

In the space below, identify how each teacher will be linked to the assessment data.

All teachers are included for this
General Education Teachers

Special Education Teachers

Elective Teachers

Title/Intervention Teachers

Administrators/Principals

Assessment Rubric For: State / National / Local

What Assessment(s): Unit/Chapter Grades _____, When is it available? January and June _____
Grade Level: 7-12 _____ Building: 7-12 _____

In the rubric below, define the proficiency level or cut score for this assessment.

Rating Categories (HB 4625-28)	Ineffective 0-59%	Minimally Effective 60-69%	Effective 70-85%	Highly Effective 86-100%
Assessment	<i>Percentage of students passing based on total unit/chapter assessments/ for all courses taught</i>	<i>Percentage of students passing based on total unit/chapter assessments/ for all courses taught</i>	<i>Percentage of students passing based on total unit/chapter assessments/ for all courses taught</i>	<i>Percentage of students passing based on total unit/chapter assessments/ for all courses taught</i>

In the space below, identify how each teacher will be linked to the assessment data. In gradewise

General Education Teachers

Special Education Teachers

Elective Teachers

Administrators/Principals