

# **Master Agreement**

*between the*

**Ingham Clinton Education Association**

*and the*

**Board of Education**

*of the*

**Holt Public Schools**

**July 1, 2010 – June 30, 2011**

# HOLT EA MASTER AGREEMENT 2010-2011

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This Agreement is made and entered into by and between the Board of Education, Holt Public Schools, hereinafter referred to as the Board, Employer or District, and the Ingham Clinton Education Association, MEA-NEA and its local affiliate, the Holt Education Association, hereinafter referred to as the Association.

**ARTICLE I.**                    **Purpose and Intent**

- A. The Board and the Association recognize that their joint objective is to provide a quality education to the students in the District; and that the quality of education provided depends upon the dedication, preparation, and morale of the teaching staff and upon the effectiveness and efficiency of the administration to maintain a desirable educational atmosphere.
- B. Being engaged in a mutual endeavor in the public interest, the Board and the Association encourage fair and harmonious relations between their respective representatives at all levels.
- C. In recognition of the foregoing, and pursuant to the requirements of Act 336 of the Michigan Public Acts of 1947, as amended by Act 379 of the Michigan Public Acts of 1965, the Board and Association herein set forth their Agreement with respect to rates of pay, wages, hours and other terms and conditions of employment for all individuals included in the bargaining unit as defined in Article II and who are covered hereby, insofar as such matters are not controlled by applicable Michigan Laws, such laws superseding anything which may be contained herein.

**ARTICLE II.**                    **Recognition**

- A. The Board hereby recognizes the Ingham Clinton Education Association, MEA-NEA as the exclusive bargaining representative, as defined in Section II of Act 379, PA of 1965, for all certificated personnel or professional personnel employed by the Holt Public Schools, whether on contract or on a per diem, hourly or a class rate basis including school nurses and long-term substitutes employed directly by the Board in the same position for the same bargaining unit member for a period of at least 150 days, but excluding all other substitutes (specifically excluding PESG substitutes), adult education personnel, supervisory and executive personnel, office-clerical personnel, and maintenance and operating employees
- B. The term "teacher" when used hereinafter in this Agreement shall refer to all employees represented by the name of the employee organization in the bargaining unit as above defined.
- C. The term "Board" shall include its officers and agents.
- D. All references in this Agreement to masculine gender shall include the feminine gender and vice versa.

**ARTICLE III.**                    **Board Rights and Responsibilities**

- A. The Board, on its own behalf and on behalf of the electors of the District, hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and Constitutions of the State of Michigan, and of the United States, including, but without limiting the generality of the foregoing, the right:
  - 1. To the executive management and administrative control of the school system, its properties and facilities and the activities of its employees;
  - 2. To hire all employees and subject to the provisions of law, to determine their qualifications, and the conditions for their continued employment, or their dismissal or demotion; to reduce the number of bargaining unit members employed; and to promote, and transfer all such employees;
  - 3. To establish grades and courses of instruction, including special programs, and to provide for athletic, recreational and social events for students, all as deemed necessary or advisable by the Board;
  - 4. To decide upon the means and methods of instruction, and the duties, responsibilities, and assignments of bargaining unit members and other employees with respect thereto, and non-teaching activities, and the terms and conditions of employment.

- B. The exercise of the foregoing powers, rights, authority, duties and responsibilities by the Board; the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited by and subject to the specific and express terms of this Agreement.

**ARTICLE IV.**            **Association Rights and Responsibilities**

- A. The Association, on its own and its individual members' behalf, retains and reserves without limitation all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and Constitutions of the State of Michigan, and of the United States.
- B. The Association shall have the right to use school building facilities for business purposes as follows:
  - 1. After school hours when a custodian is on regular duty and at times which do not interfere with regularly scheduled school activities.
  - 2. Authorization shall be requested through the building principal prior to use when the utilization is before 3:30 p.m. After that hour, authorization shall be in accordance with Policy A1300 (Community Use of School Facilities and Equipment).
  - 3. Miscellaneous:
    - a. The use of school mail boxes for official Association business.
    - b. A bulletin board in the staff room for Association use.
    - c. Requests for use of other school equipment shall be made through the building principal in advance of the utilization in accordance with Policy A1300 (Community Use of School Facilities and Equipment).
- C. Duly authorized representatives of the Michigan Education Association or the National Education Association may have access to school facilities during normal school hours. In all cases of such visits, said representatives will report to the school office to announce their presence. Their activity shall not interfere with the instructional program.
- D. All regularly scheduled meetings of the Association shall be held after school on Mondays. The Association shall notify the Board of scheduled meetings and of the bargaining unit members who will be involved. It is understood that while Mondays are thus reserved for Association meetings, that other meetings may be held on Mondays which do not involve bargaining unit members scheduled for Association meetings. Emergency situations take precedence over any other Board or Association meetings regardless of when scheduled.
- E. Association announcements will be permitted after building faculty meetings are completed.
- F. The Board will furnish to the Association any available public information pertinent to collective bargaining concerning the financial resources of the District, purposes, allocations and other public information which will assist the Association in developing accurate and constructive programs on the behalf of the bargaining unit. The Association may make reports and recommendations to the Board regarding such matters if the Association wishes to do so. Public information which is necessary for the Association to process grievances will be made available. One copy shall be furnished. Original records shall be examined only in the Board office.
- G. The District agrees to provide up to 0.4 FTE release time to the HEA president [or his/her designee] for Union business. This time shall be covered by a substitute teacher selected by the District and HEA. The HEA shall be responsible for the proportional cost of the substitute for this release time period.

**ARTICLE V.**            **Teacher Rights and Responsibilities**

- A. Bargaining unit members shall have access to their personnel files which are located in the Human Resources Office. Such access shall be in accordance with state law. Said access shall be in the presence of the Assistant Superintendent for Human Resources or his/her designee. A person of the

bargaining unit member's choosing may be present, if requested. Written acknowledgment of the review shall follow each inspection.

- B. Complaints directed toward a bargaining unit member shall be called to the bargaining unit member's attention at the earliest possible time, but within five (5) working days, in writing, if a permanent record is made of such complaint.
- C. Bargaining unit members may request the presence of an Association Representative when being reprimanded, warned, disciplined or involved in a disciplinary investigation subject to the provisions of section D of this Article.
- D. Nothing contained herein shall prevent verbal communication between administrators and bargaining unit members without the presence of an Association Representative. The Association recognizes the need for a building principal to carry out responsibilities related to Board policy, the terms of the Master Agreement and for the exercise of good judgment by bargaining unit members. These functions of the principal are entirely separate from the bargaining unit member evaluation procedure thus; the building principal confers with bargaining unit members. Such contacts including commending, praising, questioning, suggesting, directing, reminding and correcting shall be termed casual and will not include the presence of an Association Representative.
  - 1. If any verbal communication is intended by the administrator to be an oral reprimand which will be the basis for further disciplinary action, or if a written reprimand is to be issued in connection with the verbal communication, this intent shall be expressly stated as such, and the bargaining unit member shall be given a reasonable opportunity to request the presence of an Association Representative as an observer. No written reprimands shall be issued without verbal communication regarding the incident prior to or at the time of issuing the reprimand.
  - 2. The bargaining unit member will be provided with a copy of the written reprimand signed by the administrator issuing it before same is placed in the bargaining unit member's personnel file. The bargaining unit member may submit any written statement, signed by the bargaining unit member, which s/he wishes included in the record.
  - 3. Reprimands issued under this Article may be the subject of a grievance within the terms and conditions of the professional grievance procedure set forth elsewhere in this Agreement.
- E. The Board recognizes the responsibility to continue to give administrative backing and support to its bargaining unit members leading to the attainment of an environment in the classroom which will enable the teacher best to perform his/her primary responsibility: the offering of desirable learning experiences. The teacher shall report to the principal the names of students who seem to need particular assistance of skilled personnel and those who are disruptive to the classroom environment and prevent the teacher from offering desirable learning experiences. The teacher will submit a written statement of the nature of the problem, including the facts causing the teacher to file the report as well as a summary of the action of the teacher to correct the situation. In both the case of particular assistance needed and the case of disruptive behavior, the situation will be studied and alleviated by school officials. In these cases, the teacher will be given a progress report within ten (10) school days and a report of final action taken as soon as possible.
- F. Any case of assault upon a bargaining unit member which had its inception in a school-centered problem shall be reported immediately in writing to the Superintendent or his/her designee. In the event of such an assault, the Board will provide legal advice if the bargaining unit member requests it.

No charge shall be made against a bargaining unit member's salary or leave time in case of time lost because of court appearances involving incidents stated in the paragraph above.
- G. Bargaining unit members are required to comply with rules, regulations and directions, from time to time adopted by the Board, or its representatives provided that they are not inconsistent with the provisions of this Agreement. The appropriate school administrator shall be informed of any situation

where compliance with such rules, regulations and directions would create an imminent hazard to health or safety. The administrator shall take any action necessary.

- H. A bargaining unit member shall not be reprimanded, disciplined or evaluated for activities as a member of the Association.
- I. No bargaining unit member shall be disciplined without just cause; however, this shall not be interpreted as restricting the Board's right to dismiss non-tenured or probationary bargaining unit members.
- J. In the event a request is made for information in a bargaining unit member's personnel file and said request is in accordance with the Freedom of Information Act, normally, the Association and the bargaining unit member who is named in the F.O.I.A. request will be notified prior to fulfilling the request. The bargaining unit member will upon request, receive a copy of any and all information that is released pursuant to any such F.O.I.A. request.

Should the bargaining unit member be absent from work or, should timeliness be at issue in fulfilling a F.O.I.A. request, the bargaining unit member who is named in the F.O.I.A. request will be notified by first class mail forwarded to the address on file with the Human Resources Office.

**ARTICLE VI. Dues, Fees and Payroll Deductions**

- A. Each bargaining unit member shall, as a condition of employment, either (1) join the Association on or before thirty (30) days from the date of commencement of duties or the effective date of this Agreement, whichever is later, or (2) remit a Service Fee to the Association.
- B. Any bargaining unit member who is a member of the Association, or who has applied for membership, will sign and deliver to the Board an assignment authorizing deduction of dues, assessments and contribution to the Association as established by the Association. Such authorization shall continue in effect from year-to-year unless revoked according to the procedures outlined in the MEA Constitution, Bylaws and Administrative Procedures. Pursuant to such authorization, the Board shall deduct one-tenth of such dues, assessments, and contributions from the last regular salary check each month for ten (10) months, beginning in September and ending in June of each year.
- C. Any bargaining unit member who does not join the Association shall pay a Service Fee to the Association pursuant to the Association's "Policy Regarding Objections to Political-Ideological Expenditures" and the Administrative Procedures adopted pursuant to that policy, hereinafter referred to as the "Policy." Prior to being obligated to pay any Service Fee, non-member bargaining unit members shall be informed by the Association of the amount of the Service Fee and provided the information set forth in the "Policy" as well as a copy of the "Policy." The Service Fee shall not exceed the amount of Association dues collected from Association members. The non-member bargaining unit member will authorize payroll deduction for such Service Fee.
- D. In the event that either an Association member or a non-member bargaining unit member does not authorize payment through payroll deduction, the Association and the Board expressly agree that pursuant to the terms of this collective bargaining agreement, the Board, at the request of the Association, shall, pursuant to MCLA 408.477; MSA 17.277 (7), deduct the Service Fee from the bargaining unit member's wages and remit same to the Association. Payroll deductions made pursuant to this provision shall be made in equal amounts, as nearly as may be. Monies so deducted shall be remitted to the Association or its designee no later than twenty (20) days following deduction.
- E. The amount of the Service Fee and other information required from the Association may not be available and transmitted to non-member bargaining unit members until mid-school year (December, January or February). Consequently, the procedures in this Article related to the Service Fee will not be activated until thirty-five (35) calendar days following the Association's notification to non-member bargaining unit members of the amount of the Service Fee and other required information. In any event, it is agreed that the bargaining unit member is obligated for the full amount of the annual Service Fee.

- F. The "Policy" and the Administrative Procedures, including the time table for payments pursuant thereto, shall apply only to non-member bargaining unit members. The remedies set forth in that Policy shall be exclusive and unless and until such procedures, including any administrative or judicial review shall have been availed of and exhausted, no dispute, claim or complaint by an objecting non-member bargaining unit member concerning the application and interpretation of this Article shall be subject to the grievance procedure set forth in this Agreement, or any other administrative or judicial procedure.
- G. In the event of any legal action against the Board, including court or administrative agency actions, because of its compliance with this Article, the Association agrees to assume the defense of such action at its own expense and through its own counsel, provided:
  - 1. The Board gives timely notice of such action to the Association and permits the Association intervention as a party if it so desires; and
  - 2. The Board gives full and complete cooperation to the Association and its counsel in securing and giving evidence, obtaining witnesses and making relevant information available at both trial and appellate levels.
- H. The Association agrees it will indemnify and hold the Board harmless from any liability for damages and costs as a result of such action as a direct consequence of the Board's compliance with this Article.
- I. Upon appropriate written authorization from the bargaining unit member, the Board shall wire transfer from the salary of any bargaining unit member and make appropriate remittance to one account at one financial institution and for United Fund contributions, U.S. Government Bonds, and MESSA and MEAFS programs jointly approved by the Association and the Board which are not fully paid by the Board, tax sheltered annuities as defined under Section 403b of the Internal Revenue Code and which are in accordance with the Board policy and any other plans or programs jointly approved by the Association and the Board.
- J. Remittance for tax sheltered annuities shall be made within five (5) working days after each pay period in each month provided an invoice has been received by that date.
- K. Bargaining unit members may enter into a salary reduction agreement with the Board for the purpose of reimbursing dependent care assistance expenses in accordance with the Dependent Care Assistance Plan adopted pursuant to Section 129 of the Internal Revenue Code.
- L. Bargaining unit members may enter into a salary reduction agreement with the Board for the purpose of reimbursing health insurance premiums in accordance with the Health Insurance Salary Reduction Plan adopted pursuant to Section 129 of the Internal Revenue Code.
- M. Should the provision for mandatory payroll deduction of the Service Fee, as referenced in Section D above, be found contrary to law, the parties agree to negotiate procedures for termination from employment within thirty (30) calendar days of such determination.

**ARTICLE VII. Grievance Procedure**

- A. A "grievance" is a claim, by one (1) or more bargaining unit members or the Association, of a violation or misinterpretation or misapplication of any provision of this Agreement.
- B. General Conditions
  - 1. Prompt processing of grievances is important. Therefore all time limits stated in this procedure should be considered as maximums, and every effort should be made to expedite the process.
  - 2. Time limits may be waived only by mutual written consent of all parties to the grievance. Said written consent shall be signed and dated prior to the expiration of the time limit for which a waiver is requested. Any extension of time limits shall be for a specified number of days.

3. "Days" as used herein shall mean workdays except that during the summer months when school is not in session, "days" shall mean Monday through Friday excluding holidays.
  4. A grievance which has not been filed within the initial time limit prescribed, will not be heard.
  5. Any grievance which is not appealed to the next higher step of the procedure within the time limit specified will be considered settled on the basis of the decision rendered at the last step heard. A copy of the settlement will be sent to the MEA Uniserv Director representing the HEA.
  6. Any grievance upon which no hearing is held, or no decision rendered, within the time limit specified, will be considered automatically appealed to the next higher step of the procedure, effective with the expiration of the time limit.
  7. Beyond the initial step of this procedure, appeals by the Association shall be signed, and the Association shall be represented in hearings, by the Chairperson of its Grievance Committee, and/or such other person(s) who shall be designated in writing with authority to act on behalf of the Association.
  8. Should either party desire to be represented at any hearing under this procedure by legal counsel, it shall notify the other parties sufficiently in advance so that they may be represented by counsel also; and no hearing shall be held at which any party is represented by counsel unless the other parties are also represented or have waived in writing their right to such representation.
  9. Should the Association withdraw a grievance at any level, or should the grieving bargaining unit member(s) leave the employ of the Board, all further proceedings on said grievance shall be barred.
  10. The purpose of this procedure is to secure equitable solutions to grievances at the lowest possible administrative level. Both parties agree that these proceedings shall be kept as informal and confidential as may be appropriate at any level of the procedure.
  11. Nothing contained herein will be construed as limiting the right of any bargaining unit member having a grievance to discuss the matter informally with any appropriate administrator and having the grievance adjusted without the intervention of the Association, provided the adjustment is consistent with the terms of this Agreement and provided further, that the Association has been notified of such adjustment.
  12. There shall be one (1) Association Representative for each building who shall be recognized as the official representative of the Association in grievance proceedings. The names of such representatives of the Association shall be furnished in writing to the Assistant Superintendent for Human Resources as soon as possible after their appointment. No such representative shall act on behalf of the Association until the Assistant Superintendent for Human Resources has been advised of his/her appointment in writing by the officers of the Association. Any changes in such representatives shall be reported to the Assistant Superintendent for Human Resources in writing as far in advance as possible.
- C. Except as provided in Section B.11 above, all grievances shall be in writing. They shall contain the following information.
1. A statement of the facts alleging the violation, including the date when said alleged violation occurred.
  2. The section(s) of this Agreement which are alleged to have been violated.
  3. The relief requested.
  4. The signature or signatures of the grieving parties.
  5. The date upon which the grievance is filed.



- D. Step One: A grievance shall be filed within ten (10) days of the alleged violation, misinterpretation or misapplication of this Agreement.
1. The grievance shall be filed with the bargaining unit member's principal or other immediate supervisor.
  2. The principal may, at any point prior to rendering a decision, refer the grievance to the next higher step in the procedure should the matter being grieved be beyond the scope of his/her authority.
  3. If the principal decides to hear the grievance, he/she shall, within ten (10) days of the filing of the grievance, hold a hearing thereon with the grieving bargaining unit member(s) and, at the bargaining unit member's option, the building Association Representative.
  4. Within ten (10) days after said hearing, the Assistant Superintendent for Human Resources shall render a written decision thereon, transmitting a copy thereof to the Association, and filing a copy in a permanent file in the Human Resources Office.
- E. Step Two: If the decision of the principal is unsatisfactory to the grieving bargaining unit member(s) or the Association, the Association may file a written appeal to the Assistant Superintendent for Human Resources within ten (10) days after receiving the decision of the principal.
1. Within ten (10) days of receiving an appeal, or a grievance by referral from the principal, the Assistant Superintendent for Human Resources shall hold a hearing.
  2. Within ten (10) days after said hearing, the Assistant Superintendent for Human Resources shall render a written decision thereon, transmitting a copy thereof to the Association, and filing a copy in a permanent file in the Human Resources Office.
- F. Step Three: If the decision of the Assistant Superintendent for Human Resources is unsatisfactory to the Association, the Association, and only the Association, may file an appeal for mediation with the Michigan Employment Relations Commission, in accordance with the Commission's procedures and law. Such appeal to mediation shall be filed within ten (10) days after receiving the decision of the Assistant Superintendent for Human Resources.
- G. Step Four: Should it be impossible to resolve the grievance in a mutually acceptable manner via mediation, either the Board or the Association may, within ten (10) days of the conclusion of mediation, appeal to arbitration.
1. Such appeal shall be in writing and shall be delivered to the American Arbitration Association and the other party within said ten (10) day period. If not so delivered, the grievance shall be abandoned.
  2. If the parties are unable to agree upon an arbitrator, he/she shall be appointed under the rules of the American Arbitration Association which shall likewise govern the arbitration proceeding.
  3. Neither party shall be permitted to assert in any arbitration proceeding, any ground, or to rely on any evidence, not previously disclosed to the other party.
  4. The arbitrator so selected will confer with the parties and hold hearings promptly and will issue a decision not later than twenty (20) days from the date of the close of the hearing. The arbitrator's decision shall be in writing and will set forth the findings of fact, reasoning, and conclusions on the issues submitted.
  5. The arbitrator shall have no power to alter, modify, add to, or subtract from the provisions of this Agreement. His/her authority shall be limited to deciding whether a specific article and section of this Agreement has been violated and shall be subject to, in all cases, the rights, responsibilities and authority of the parties under the Michigan General School Laws or any other national, state, county, district or local laws. The arbitrator shall not usurp the functions of the Board of Education or the proper exercise of its judgment and discretion under the law and this Agreement.

6. The decision of the arbitrator shall be final and binding upon both parties.
  7. The arbitrator's fee and expenses shall be divided equally between the parties.
- H. Immediately after any grievance adjustment is made with an individual bargaining unit member, the Association will be given an opportunity to meet with the Board's representative to learn of the settlement of the grievance.
- I. Should the Association and the Employer resolve a grievance prior to any arbitration proceeding, the Association agrees to save the Board harmless from any action pursued by an individual grievant.
- J. If any teacher has a complaint regarding any condition of employment covered by the Michigan Teacher's Tenure Act, such complaint shall be dealt with exclusively through the provisions of said Act, and the established procedures thereof unless a specific alternate provision is provided under this Agreement.
- K. If a bargaining unit member has a complaint regarding any term or condition of employment which also may be brought as a complaint through the judicial system or through an administrative agency, including but not limited to the Michigan Department of Civil Rights and the Michigan Department of Labor, the bargaining unit member shall either grieve the matter or pursue same in another forum. Should the bargaining unit member institute an administrative proceeding or court action against the Employer simultaneous to or in advance of filing a grievance, s/he shall be deemed to have waived the right to grieve such complaint as provided herein.
- L. Bargaining unit members required to participate in negotiating meetings, grievance meetings, or arbitration hearings, shall suffer no loss of pay in connection with time lost as a result of participation in such meetings, when any of such meetings are scheduled by the Board to be held during the bargaining unit member's normal working hours.

**ARTICLE VIII. Working Conditions**

- A. The normal workday shall be seven (7) hours and ten (10) minutes for teachers at grades 7-12, and seven (7) hours for teachers at grades K-6.
1. All teachers shall be entitled to an uninterrupted, duty-free lunch period of at least thirty (30) minutes.
  2. Regular classroom teachers may use all time during which their classes are receiving instruction from various/certified teaching specialists as preparation/ conference time.
  3. Normally, all teachers in grades K-6 shall be provided an average of 280 minutes of released preparation/conference time each week. For purposes of calculating the foregoing, recess periods shall be included in the weekly average. All teachers in grades 7-12, will be provided an average minimum planning time of fifty-five (55) minutes per workday. Averaging of the released preparation/conference and planning time shall not exceed a two (2) week period.
  4. In grades K-4, music and physical education classes shall be scheduled for not less than 30 minutes each. Music and physical education teachers who are assigned to two or more buildings shall be provided travel time between buildings and said travel time shall not reduce either the duty-free lunch period or planning period as set forth above.
  5. No bargaining unit member at grades K-4 shall supervise more than two (2) recess periods a week.  
  
Physical education class(es) on any day shall not preclude grade K-4 students from participating in morning and afternoon recess periods.
  6. Teachers employed for less than a full-time position have a proportional amount of preparation time.

7. At grades 7-12, unless a teacher volunteers for more, there shall be a maximum of three (3) preparations in the academic subjects which are of significant difference.
8. A bargaining unit member may be required to cover another bargaining unit member's class two (2) times per year. Bargaining unit members who are assigned to cover classes more than two (2) times per year will be compensated at one-fourth for a five period day or one-fifth for a six period day at the highest substitute rate for each class period at the 7-12 grade level or for each clock hour at the K-6 level. Bargaining unit members supervising the activities of student teachers will not be required to serve as substitutes in other classrooms.
9. These hours recognize that bargaining unit members do work away from normal workstations and outside of the hours stated in Section A. Such work includes but is not limited to: Parent-Teacher conferences, New Teacher orientation, up to 10 hours of staff meetings per school year, curriculum meetings in accordance with Article X, Section A.

Staff shall supervise or chaperone functions as follows: grades K-4, a maximum of 2 per year; and grades 5-12, a maximum of 3 per year.

10. A bargaining unit member may leave after student dismissal time and before the end of scheduled teacher hours, by using the sign-out sheet and indicating his or her destination. The Principal has the right to verify the absence.
11. A staff room will be located in each building that will provide lavatory facilities and appropriate furniture. The Board will involve bargaining unit members in the study and planning for adequately designated and furnished staff rooms for all future buildings and major additions.
12. An unlisted telephone will be provided in the staff room for local calls only
13. "Academic Term", as used in this Agreement shall mean semester or trimester as the case may be.

**B. Class Size:**

1. The Board will not exceed the following maximum class size or student load figure:

<u>Grade(s)</u>	<u>Class Size or Teacher Load</u>
Kindergarten	25
1-2	25
3	27
4	29
Comb. Rooms (K-1; 1-2)	24
Comb. Rooms (2-3)	25
Comb. Rooms (3-4)	26
5 (2 person teams)	58: average of 29 per teacher
5 (3 person teams)	87: average of 29 per teacher
6 (2 teacher teams)	62: average of 31 per teacher
6 (3 teacher teams)	93: average of 31 per teacher
6 (4 teacher teams)	124: average of 31 per teacher
6 (5 teacher teams)	155: average of 31 per teacher
7-12	Total teacher load per day of 31 times the number of sections taught, with an individual class size maximum of 31.

- a. Advanced Study Skills at the Senior High shall be limited to 26 students and weighting shall not apply.
- b. In grades K-4, physical education classes will be limited to one (1) classroom in each period.
- c. In grades 5-12, physical education classes will be limited to no more than 40 students with a total teacher load of no more than 40 times the number of sections taught.
- d. Keyboarding classes will be limited to no more than 32 students.

- e. The class size maxima shall not apply to band or choir.
- f. By the second Friday of each school year, the number of students assigned to classes within a building in grades one through six (1-6) shall not exceed a variance in class size by more than a three (3) student count at each respective grade level. The three (3) student count variance shall not be used to exceed the class size maxima set forth at Section B.1 of this Article. The same variance shall apply to Kindergarten classes except that morning (AM) classes and afternoon (PM) classes within the same building will be treated separately. Students who transfer into the District during the school year shall be assigned to maintain the variance maximum set forth in this subsection. An exception to this variance may be made if a non-probationary bargaining unit member with the larger class count agrees to a larger variance than a three (3) student(s) count. Communication with same-grade teachers and agreement to the larger variance will be documented prior to the variance occurring.

The same classes which are offered during the same instructional hour at grades 7-12 shall not exceed a variance in class size by more than a three (3) student count on the first day of school. Greater variances may exist thereafter, but not to exceed the class size maxima set forth in Section B.1 of this Article.

On the first day of a new academic term, classes which are the same and which are offered during the same instructional hour shall not exceed a variance in class size by more than a three (3) student count. Greater variances may exist thereafter, but not to exceed class size maxima set forth in Section B.1 of this Article.

Students who transfer into the District during the school year shall be assigned so as to maintain a balance in class size as nearly as possible.

- 2. Laboratory classes in sciences, Life Management, and Technology Education will not exceed the number of pupil work (sections) stations in the classroom.
  - a. A pupil workstation includes those areas which safely allow a student to perform the work required with the necessary materials, machines, etc.
  - b. The number of pupil work stations in a given room shall be determined in each building by the building principal and the instructor of each room involved in which hazardous equipment and materials including fire and chemicals are used and, where a student's health and safety might be in jeopardy.
  - c. Should the teacher and principal disagree, the principal will make a recommendation to the Assistant Superintendent for Human Resources.
- 3. Special Education class sizes/case loads shall not exceed state rules and regulations unless a deviation is obtained from the Department of Education. In such cases the HEA shall have the opportunity to attach a statement of support or dissent.
- 4. Weighting:
  - a. For purposes of determining class size, students in regular education classrooms at kindergarten for two hours, 45 minutes per day and at grades 1-6 for three (3) or more hours per day will be assigned a weight of two (2) students if they have been certified eligible for a special education program by an IEPC (except speech and language.)
  - b. In grades 7-12, students certified eligible for special education by an IEPC (except speech and language) will be assigned a weight of two (2) students except that weighting will not apply to band, choir, physical education or any class of 24 or fewer students.
  - c. In grades 7-12, for purposes of determining class size in laboratory classes, students certified eligible for special education by an IEPC (except speech and language) will be assigned a weight of two (2) students. The student count shall not exceed the number of laboratory stations and the weighted student count shall not exceed thirty-one (31). The above limitation

that weighting will not apply to a class of 24 or fewer students does not apply to this laboratory class paragraph.

- d. The number of students who are certified eligible for special education by an IEPC (except speech and language) will be balanced among grade levels and/or subject area classes as nearly as possible.
  - e. Students who are entering kindergarten from the pre-primary impaired program will be assigned a weight of two (2) students for one (1) year, if they have been certified eligible as language impaired by an IEPC in the pre-primary program.
5. In all grades and building individual class size and teacher/student loads will be balanced and adjusted among grade levels and buildings as follows:
- a. A survey of the number of students assigned to each teacher in grades K-12 shall be conducted on the second Friday of the school year and on each Friday thereafter throughout the school year when school is in session. An exception to the foregoing is that in Grades 7-12, the survey at the beginning of the each academic term will be delayed until the second Friday of said academic term.
  - b. Within three (3) working days of the survey referenced in Section a above, a decision will be made as to the appropriate adjustment(s) in each case.
  - c. Adjustments in connection with student loads will be implemented as soon as possible, but within seven (7) working days of the decision referenced in Section b above.
  - d. In the event of necessity to solve a class overload problem via creating an additional teaching position which the Board is obligated to fill by recalling a teacher from layoff, the time limits provided in Article XVI shall be controlling.
6. If a class exceeds the indicated class size maxima, one (1) of the following alternatives will be agreed upon and recommended by the building principal after consultation with the teacher(s) involved
- a. If classroom space is available in the building, an additional teacher may be employed and the students reassigned accordingly.
  - b. An additional teacher may be employed for "cooperative or team teaching" with the teachers at the affected grade level. Employment will be based upon posting the position and an interview by the principal and the affected teachers.
  - c. A clerk may be employed to provide the teacher with clerical relief as specified in a "clerical utilization plan" developed between the affected teacher(s) and the principal.
  - d. A teacher aide may be assigned on a half-time basis, i.e., three (3) hours a day for K-6 and to each overloaded class period for 7-12. The length of the assignment shall be equal to the number of days that the class size exceeded the contractual maxima. An aide already assigned to a classroom for purposes not related to the overload may not be used to rectify the overload status for this provision.
  - e. Should the affected teacher(s) and the building principal disagree with respect to the appropriate alternative to be recommended and implemented, the principal shall make the final decision for the foregoing provisions a through d.
  - f. Upon mutual agreement from the HEA President, the District and the teacher with the class overload, said teacher shall be compensated \$1,000 as an alternative to the provisions at a through d.
- C. No teacher shall be required to perform the following extra-curricular duties which can be accomplished by non-certified personnel: bus supervision, safety patrol supervision and building coordination of audio-visual services.

- D. It is recognized that the democratic values of our society can best be transmitted in an atmosphere which is free from censorship and artificial restraints upon free inquiry and learning, and in which academic freedom for teachers and students is encouraged, provided the teachers, within the scope of their assignments, exercise such freedom within the framework of established curriculum practices and provided courses of study are followed.
- E. It is agreed that addressing the implementation of the least restrictive environment mandate is of critical importance. Section E shall apply to special education students who are entering a regular education class/classroom from a special education center program or a special education self-contained classroom program. It shall also apply to students who are identified as students with a handicap who would qualify to be served by either program. Finally, it shall apply to students who are identified as students with a handicap due to accident, trauma, etc. and who would qualify to be served by either program.
1. Any bargaining unit member who will be providing instructional or other services to a student with a handicap in a regular education classroom setting shall be invited, in writing, to participate in the individual educational planning committee (IEPC) which may initially place (or continue the placement of) the student in a regular education classroom. If the IEPC is held during the normal teaching day, the bargaining unit member shall be released from his/her normal responsibilities to attend.
  2. In situations where the involved bargaining unit member and administration mutually agree that it is not feasible to have each bargaining unit member who will be providing instructional services to a student with a handicap in a regular education classroom setting be a participant in the individual educational planning committee (IEPC) which may initially place (or continue the placement of) the student in a regular education classroom, the involved bargaining unit members may select representative teacher/s to attend the IEPC.
  3. Should a bargaining unit member, working directly with the student with a handicap, advise the administration in writing of a reasonable basis to believe that a student's current individual educational plan (IEP) is not meeting the student's unique needs as required by law, the administration shall call an IEPC. The bargaining unit member so advising shall be invited to, and will attend, the IEPC.
  4. In order to assure that the student with a handicap will be allowed to participate in regular education programs and services to the maximum extent appropriate, no student with a handicap will be assigned to a regular education classroom unless:
    - a. Teaching materials and equipment, support personnel and other related services as specified in the IEP to satisfactorily educate the student in the regular education classroom, are available.
    - b. The bargaining unit member is provided prior and continuing in-service training regarding the instruction and behavioral management of students with handicaps in the regular education setting, including the differing approaches, problems and techniques to be utilized with varying handicapping conditions.
  5. When there is a request from a bargaining unit member who works directly with a student with a handicap, regarding the assistance needed to implement the least restrictive environment mandate, the request shall be made in writing to the building administrator. The request shall specify the assistance needed. Within five (5) school days, the parties affected will meet with the building administrator and other appropriate resource personnel to discuss the request.
    - a. The parties shall hear and recommend solutions to the bargaining unit member's questions and concerns, the assignment and scheduling of students, supportive services and assistance, materials, the physical environment of the classroom, training for the teacher and other issues as may be appropriate. If resolution does not occur, either an IEPC will be called or the grievance process will be initiated, whichever is appropriate. Additionally, the parties will

address and make a determination as to whether an adjustment in class size is warranted both for the benefit of the student with a handicap and for the benefit of the other students assigned to that particular class/classroom. This determination shall be subject to approval of the Superintendent.

6. Students with handicaps will be assigned to the buildings and classrooms that the students would normally attend unless otherwise stated in the IEP.
  7. The Employer shall provide and maintain liability insurance on behalf of each bargaining unit member who is expected or required to implement the least restrictive environment mandate in the course of his/her employment including extra-curricular activities. Insurance coverage shall include liability protection in an amount not less than currently set forth in the District's insurance policies.
  8. No bargaining unit member will be disciplined, reprimanded, discharged or denied any professional advantage, directly or indirectly, due to the bargaining unit member having: (1) filed a complaint under Part 8 of the Michigan Special Education Rules or with the office of Civil Right (OCR), U.S. Department of Education; or (2) asserted his/her rights or those of a handicapped/non-handicapped student with respect to the provision of the least restrictive environment mandate as provided for in this Article or by law.
  9. When a general education classroom teacher is assigned a student from a special education program for severely impaired students (POHI, SMI, SXI, TMI, AI), the teacher shall not be expected to perform routine, scheduled maintenance of a medical appliance or apparatus used by the student to sustain his/her bodily functions nor render routine, scheduled care or maintenance of exceptional bodily functions related to the student's impaired condition. The teacher shall be informed and instructed as to emergency measures which may be necessary on occasion due to the student's impaired condition. It shall be the teacher's responsibility to implement the student's individualized educational plan for attending to the educational needs of the student while in the teacher's class.
  10. The administration agrees to arrange for a substitute in the absence of the student's regularly assigned aide. Should no substitute be available, the bargaining unit member and the building principal will, where appropriate, mutually make other arrangements.
- F. The following shall apply to regular education classrooms consisting of two (2) K-4 grade levels:
1. Both the sending and the receiving teachers shall make recommendations to the building principal regarding student placement for such classrooms.
  2. Teachers who are assigned to such classrooms may, in consultation with and the approval of the building principal, modify and adapt the curriculum based upon student needs and achievement.
  3. Teachers who are assigned to such classrooms shall be provided one (1) day of release time each academic term for planning.

**ARTICLE IX.            Calendar**

- A. Calendars are attached hereto as Appendix C
- B. When weather conditions, mechanical malfunctions and/or other emergencies close schools to students, bargaining unit members shall not be required to report for work.
  1. When school is closed for the above reasons, the parties agree to make up only the amount of instruction time necessary to receive full state funding.
  2. A bargaining unit member intending to use paid leave time when school is closed for the reasons stated above shall suffer neither loss of leave time nor loss of salary.
  3. When school is closed for the above reasons, bargaining unit members will be notified by radio or telephone.

- C. When mechanical difficulties arise which affect a school and/or classroom environment (i.e., no lighting, heat below 60 or above 85, no water, no fire alarm system, etc.), adequate educational facilities shall be made available the following school day, or sooner if possible. If adequate facilities cannot be provided by the following school day, the affected classroom(s) will not be required to attend until the necessary adjustments are completed.
- D. In the event any provision of this Agreement or change in circumstance or law creates a condition whereby the District does not meet any requirement to receive full state aid, the parties agree to negotiate change that would result in full state aid.

**ARTICLE X. Curriculum and Inservice**

- A. The Board and Association recognize the importance of and encourage bargaining unit member involvement in the area of curriculum. The existing curriculum organization and structure as outlined in Board policy enables the bargaining unit member to advise and react to the Board on such matters as teaching techniques, courses of study, curriculum revision, curriculum guides, pupil testing and evaluation; philosophy and educational goals of the District, research and experimentation, educational specifications for buildings and related matters; textbooks and other materials; and the use of teaching aids of every kind and nature. The existing structure, organization and function of the Curriculum Council are subject to the following provisions:
  - 1. All curriculum chairpersons will be appointed by the Assistant Superintendent for Curriculum. Prior to making the appointment, the building Principal and/or the Assistant Superintendent for Curriculum will confer with staff members involved in the particular curriculum group to solicit mutual agreement.
  - 2. The curriculum leadership structure, organization, and function may not be changed or altered without a consenting majority vote of the existing curriculum council.
  - 3. Secondary Department Chairpersons and Unit Leaders who are appointed by the Assistant Superintendent for Curriculum to perform duties as assigned by the principal shall be either assigned a reduced teaching assignment or granted released time as follows:
    - a. For departments or units of up to three (3) members, at least three (3) half days.
    - b. For departments or units of four (4) to six (6) members, at least five (5) half days.
    - c. For departments or units of seven (7) or more members, at least seven (7) half days.Release time shall be requested by the department chairperson or unit leader and approved by the principal.
  - 4. The dates for curriculum committee meetings shall be established by the Assistant Superintendent for Curriculum in cooperation with building principals and curriculum chairpersons. All curriculum meetings shall be announced in advance.
  - 5. All bargaining unit members are required to attend their respective instructional unit (building, unit and department) meetings. Bargaining unit member participation is encouraged, but not required, on all other special curriculum study committees.
  - 6. Reimbursement for various curriculum chairpersons shall be in accordance with Appendix B.
- B. For purposes of compliance with Section 1527 of the Michigan School Code (Board Provided Professional Development), the parties agree as follows with respect to the professional development time not reflected in Appendix C:
  - 1. The Wednesday professional development time in grades K-12 (including the Alternative High School) will be counted. The staff meeting component of this time will be excluded.
    - a. For planning purposes, the length of a professional development day for purposes of Section 1527 has been determined by the Michigan Department of Education to be the length of a full



teacher work day as set forth in Article 8 (A). The content of the professional development days must meet the requirements of the Department of Education.

**ARTICLE XI. Bargaining Unit Member Evaluation**

- A. It shall be the administration's responsibility to evaluate the work performance of all bargaining unit members.
1. Normally, administrators who have acquired teacher certification shall conduct these evaluations.
  2. In the event an administrator who has not acquired teacher certification places a bargaining unit member on a Track III or recommends a continuation on Track III, a second evaluation by an administrator who has acquired teacher certification shall be arranged within five (5) workdays of the bargaining unit member's receipt of the Summative Evaluation. The Assistant Superintendent for Human Resources shall appoint the second administrator. The Association shall be notified of the same. The second evaluation shall have precedence over the first one.
- B. All monitoring and/or observation of a bargaining unit member's work performance shall be conducted openly and with the full knowledge of the bargaining unit member.
- C. The appropriate evaluation track of this process shall be utilized for evaluating bargaining unit members. The Teacher Evaluation Process can be found in Appendix E.
- D. Should the bargaining unit member disagree with the content of a written evaluation, he/she may submit his/her written objections and have it attached to the (personnel) file copy of the evaluation within ten (10) working days of receipt of said evaluation.
- E. The content of any evaluation shall not be subject to the grievance procedure; however, the procedures set forth shall be subject to the grievance procedure.
- F. A bargaining unit member's signature on a written evaluation shall not be interpreted to mean that he/she necessarily agrees with its content, but shall be interpreted to mean that he has reviewed said material.
- G. A bargaining unit member who is employed in a position other than as a classroom teacher shall not have tenure in such position, but upon satisfactory completion of the probationary period, all certified bargaining unit members occupying such positions will be granted continuing tenure as classroom teachers.
- H. In the event a probationary bargaining unit member is denied tenure or is served notice of dismissal in accordance with the Michigan Teacher Tenure Act, the bargaining unit member shall be entitled to a hearing with the Superintendent, or his/her designee.
- The hearing with the Superintendent will be the sole review of this decision. A probationary bargaining unit member will not be entitled to file a grievance under the grievance procedure in this Agreement.
- I. The termination of any bargaining unit member having tenure pursuant to the Michigan Teacher Tenure Act shall be subject to the provisions and procedures established in said Act.
1. Tenured bargaining unit members shall receive at least sixty (60) calendar days prior written notice of the intent to file charges pursuant to the Michigan Teacher Tenure Act concerning the character of professional services. Professional services shall relate to professional teaching duties and shall not include, by way of example, matters such as misconduct or insubordination.
  2. The termination of any bargaining unit member who is not subject to the Michigan Teacher Tenure Act, i.e. a bargaining unit member who does not have a teaching certificate, shall be an appropriate matter for consideration under the grievance procedure set forth in this Agreement, including arbitration.

3. Should the Michigan Teacher Tenure Act be repealed in its entirety or amended so that the Act's due process procedures are eliminated or restricted, the parties agree to enter into collective bargaining concerning the same within thirty (30) calendar days of such repeal or amendment.
- J. The evaluation timelines for bargaining unit members who begin employment with the District after the start of the school year, shall be advanced in the school year by an equal amount of time.

**ARTICLE XII. Mentor Teacher**

- A. A Mentor Teacher shall be defined as a Master Teacher as identified in Section 1526 of the School Code and shall perform the duties of a Master Teacher as specified in the School Code and State Administrative Rules and Regulations. The Mentor Teacher shall be a tenured member of the bargaining unit.
- B. Each bargaining unit member new to teaching and in his/her first three (3) years in the classroom shall be assigned a Mentor Teacher by the Administration. The Mentor Teacher shall be available to provide professional support, instruction and guidance. The purpose of the mentor assignment is to provide a peer who can offer assistance, resources and information in a collegial fashion.
- C. Mentor Teacher shall be assigned in accordance with the following:
1. Participation as a Mentor Teacher shall be voluntary.
  2. Mentor Teachers shall be matched with Mentees who work in the same building.
  3. Mentee shall only be assigned to one (1) Mentor Teacher at a time.
  4. The Mentor Teacher assignment shall be for one (1) academic year subject to review by the Mentor Teacher and Mentee after six (6) months from the start of the assignment. The appointment may be renewed in succeeding academic years.
  5. Should either the Mentor Teacher or the Mentee present cause to dissolve the relationship subsequent to the initial six (6) months, the administration will meet with the Mentor Teacher and the Mentee to determine an appropriate course of action.
- D. Because the purpose of the Mentor/Mentee match is to acclimate the bargaining unit member and to provide necessary assistance toward quality instruction, the Board and the Association agree that aspects of the relationship shall be confidential and shall not, in any manner, be a matter included in the evaluation of the Mentor Teacher or Mentee. Neither the Mentor Teacher nor the Mentee shall be permitted to participate in any matter related to the evaluation, including a plan of improvement, of the other. Further, the Mentor Teacher shall not be called as a witness in any grievance or hearing involving the Mentee nor shall the Mentee be called as a witness in any grievance or hearing involving the Mentor Teacher, where such grievance or hearing involves the character of professional services.
- E. Upon request, the Administration shall provide up to five (5) days of release time so the Mentor Teacher may work with the Mentee in his/her assignment during the regular workday. Where possible, the Mentor Teacher and the Mentee shall be assigned common preparation time.
- F. Mentees shall be provided with a minimum of fifteen (15) days of professional development instruction during their first three (3) years of classroom teaching. Professional development shall be scheduled on regular workdays and/or with the two-week periods preceding and following the work year.
- G. A Mentor Teacher shall receive an annual compensation of \$400.00.
- H. Performance responsibilities of a mentor teacher shall include but not be limited to: Work to establish a relationship with mentee based on mutual trust, respect and collegiality; provide encouragement, support, guidance and feedback when needed; help mentee feel welcomed and valued; take part in training to enhance teaching and mentoring skills; complete periodic evaluations of Mentor-Mentee program, as requested; contact mentees, minimally once a week, for formal or informal meetings;

facilitate the professional development of the mentee through appropriate inservice and staff development opportunities; help mentee learn about resources, procedures, curriculum, students' needs, building and district policies, regulations and schedules; promote a smooth transition between teacher training and the actual classroom setting; facilitate three-way conferences involving the mentor, mentee and principal; provide opportunities for mentee to observe the mentor and other teachers; share new and alternative materials, methods and resources with mentee; observe mentee's teaching in a classroom setting; conduct pre and post observation conferences; and assist mentee with goal-setting.

**ARTICLE XIII. Qualifications and Assignments**

- A. Normally, the Board will require a Bachelors degree and proper certification as the minimum qualification from applicants for employment. "Certification" as used in the Master Agreement shall include being "Highly Qualified" as required under federal and/or state law.
- B. The Board will also continue its practice of employing only substitutes who qualify under state law for substitute teaching.
- C. In cases where the Board varies from its normal practice with respect to a Bachelors degree or the standard certification requirement, the Association will be given notice of the teacher employed. The Association will also be notified if substitutes are employed who do not have the minimum certification under law or when substitutes are employed for more than one hundred forty six (146) consecutive working days.
- D. Bargaining unit members will be notified of their assignments for the following school year by June 25.
  1. Changes beyond that date may be made in case of emergency, which shall include lack of available classrooms, inadequate financial resources, patterns of increasing or declining enrollment that are unexpected, or a lack of qualified personnel.
  2. In such situations, the bargaining unit member will be notified of the change in assignment at the earliest possible time.
  3. If the change is made during the month of August, up to twelve (12) hours preparation time at the seminar rate will be provided prior to the beginning of the bargaining unit member's work year, or two (2) days released time, if appropriate. Appropriate support services shall be provided by the Board for the affected bargaining unit member.
  4. The bargaining unit member may accept the assignment or may resign his/her position in the District without prejudice of any type.

**ARTICLE XIV. Shared Teaching Assignments**

- A. It is agreed that shared time bargaining unit members are regular employees and subject to the terms of the Master Agreement.
- B. Job sharing shall be considered a partial leave of absence for full-time bargaining unit members.
- C. Job sharing shall be defined as two (2) bargaining unit members sharing one (1) full-time position.
  1. Agreement to share a full-time job assignment shall commit the bargaining unit members and the Board to not more than one (1) school year.
  2. Upon the completion of the original assignment and by mutual agreement of the bargaining unit members, the principal and the Superintendent, bargaining unit members in job sharing assignments may:
    - a. Renew the established job sharing assignment or
    - b. Create another job sharing assignment.

- c. Return to his/her previous position if such position exists, or, if not, to a position for which the bargaining unit member is certified and qualified.
- 3. After more than one (1) year in a job sharing assignment, a bargaining unit member shall be returned to a position for which the bargaining unit member is certified and qualified.
- 4. If a full-time position opens during the school year in the area of certification of the shared-time position, that position may be filled on a temporary basis until the end of the school year.
- D. Job sharing information will be posted and written expressions of interest shall be submitted to the Assistant Superintendent for Human Resources by May 7.
 

Interested bargaining unit members will be notified of tentative shared teaching assignments by May 14 and shall have three (3) working days to accept or refuse the assignment.
- E. In order to establish a shared job assignment, the bargaining unit members and the principal involved shall, by June 1:
  - 1. Schedule the work time and designate the responsibility for each class or subject, i.e., one (1) academic term on, one (1) academic term off; mornings and afternoons; class hours at the secondary level, etc.
  - 2. Provide a brief description of how the bargaining unit member responsibilities are to be shared including:
    - a. Parent-Teacher Conferences
    - b. Grade Meetings
    - c. Staff Meetings
    - d. Inservices
    - e. 1/2 Days
    - f. Communication with the immediate supervisor and the process to be used
    - g. Mutual planning time/individual planning time
- F. The assignment shall become final upon mutual agreement of the bargaining unit members, principal and Superintendent after completion of such plans.
- G. Bargaining unit members in a shared assignment shall substitute in each other's absence at the discretion of the bargaining unit member; and shall be paid at the substitute rate. This applies only to sick leave days.
- H. Sick leave and business leave days shall accrue on a pro-rata basis.
- I. Bargaining unit members in a shared time assignment will be paid the pro-rata share of salary as set forth in Appendix A of the Master Agreement. The pro-rated salary of each job sharing teacher shall reflect the fraction of the full time job each teacher works.
- J. Seniority and salary credit shall accrue as if bargaining unit members were employed full time.
- K. The Board shall provide fringe benefits as specified in Article XIX of the Master Agreement.

The bargaining unit members working only a first, second, or third academic term may have that salary paid over the length of that term or terms, over the remaining school year, or over the remaining time up to the start of the new school year.

**ARTICLE XV. Vacancies, Transfers and Promotions**

- A. For purposes of this Agreement, a vacancy shall be defined as a newly created bargaining unit position and/or a bargaining unit position which is currently unoccupied and for which there is no bargaining unit member with an outstanding contractual right to return.
- B. Vacancies shall be posted in each building for ten (10) calendar days. The certification requirements, any specific qualifications required for the position, as determined by the Board, and/or the qualifications as set forth in Article XIII of this Agreement, shall be posted with the vacancy notice.

The Association President shall receive a copy of the postings.

- C. A bargaining unit member may apply for a vacancy by submitting a written application to the Assistant Superintendent for Human Resources within the ten (10) day posting period.
  - 1. All certified and qualified bargaining unit members who apply for a vacancy will receive an interview.
  - 2. Certified and qualified bargaining unit members who have an active letter of interest on file will also be granted an interview.
  - 3. External applicants may be considered if no bargaining unit members respond to the posting and there are no letters of interest on file relevant to the position posted.

- D. Bargaining unit positions will be filled with a bargaining unit member if s/he meets the certification requirements and the specific qualifications required for the position as determined by the Board.

External applicants may be considered if members of the bargaining unit who apply for the position are determined not to meet the certification requirements and specific qualifications established by the Board as provided in Article XIII.

Bargaining unit members who are not awarded a vacancy will be provided written notice of the reasons therefore from the Board.

- E. If a vacancy is filled by a bargaining unit member during a school year, the bargaining unit member may be transferred to that position immediately, or, upon mutual agreement between the Association and the Board, at an appropriate date in the school calendar.
- F. When a vacancy exists after the provisions for recall have been met, the Board will post notice of such vacancies with the Ingham Clinton Education Association, MEA/NEA.
- G. The extra-duty positions enumerated in Appendix B are considered work of the bargaining unit and shall be subject to the provisions of this Article.

- 1. The bargaining unit member's extra-duty contract shall be renewed from year to year unless his/her services in such extra-duty position are terminated for just cause and said termination is not reversed through the grievance procedure set forth in this Agreement for those individuals assigned to such positions prior to June 30, 2010. For those who are assigned to such a position after June 30, 2010, the bargaining unit member's extra-duty contract shall be renewed from year to year unless his/her services in such extra duty position are terminated by an unsatisfactory evaluation as described in G, 2 of this article,

- 2. Bargaining unit members performing flat rate extra-duty positions listed in Appendix B section 2 will be informally evaluated by the Curriculum Director, in collaboration with the building principal(s), a minimum of once during the first three (3) years in that position. Subsequent informal evaluations will be conducted as deemed necessary by the Curriculum Director.

- a. In the event that improvements are deemed necessary by the Curriculum Director, a written evaluation will occur. This written evaluation shall:
  - i. Be based on clearly communicated expectations and responsibilities.
  - ii. Include specific
    - a. areas for improvement,
    - b. timelines for improvement, and
    - c. bargaining unit member self-evaluation.
  - iii. Demonstrate communication between the Curriculum Director and bargaining unit member.
- b. If improvement fails to occur, an unsatisfactory written evaluation will result leading to the member being removed from the flat rate extra-duty position.

- c. Written evaluations for flat rate extra-duty positions shall not become part of the bargaining unit member's personnel file.
- H. Although adult education positions are not within the scope of this Agreement, vacancies shall be posted within the bargaining unit. A bargaining unit member may apply for and be awarded a vacancy provided she/he meets the goals, objectives and requirements of the course.
- I. Letters of interest shall be filed with the Assistant Superintendent for Human Resources. Letters of interest shall expire each year on December 31. Bargaining unit members with a continuing interest in any position(s) may submit a new letter of interest for the ensuing year.
- J. In the event of an involuntary transfer from one building to another, the principal will meet with the bargaining unit member to discuss the reasons for the transfer. In the event the bargaining unit member, at this meeting, objects to being transferred from the building, upon the bargaining unit member's request, the Association shall be notified. The principal shall meet with the Association's representative to discuss the transfer.
  - 1. If the transfer cannot be completed at the time of the meeting with the principal, the bargaining unit member will be notified of positions in the District as they become available. Upon application, the bargaining unit member will be interviewed by the principal at the building where the position exists. If the bargaining unit member is not placed through this procedure, the Assistant Superintendent for Human Resources will make the assignment.
  - 2. Involuntary transfers are not subject to the grievance procedure except as to whether the above procedure was followed.
- K. In case of vacancies in existing administrative positions, the Board shall consult letters of interest on file. Should new administrative positions be created, the Board shall post notice of same for ten (10) calendar days. Bargaining unit members who meet the minimum requirements and who are not awarded a position shall be provided notice, and upon request, the reasons therefore in writing.
- L. A bargaining unit member who severs his/her employment with the Holt Public Schools shall not be retained in an extra duty position except as she/he may apply for said position after same has been posted for applications from within the bargaining unit.

**ARTICLE XVI. Seniority, Staff Reduction and Recall**

- A. Seniority shall date from the bargaining unit member's first working day under a regular employment contract. Services as a substitute or intern teacher shall not accrue seniority. Each regularly employed full or part-time bargaining unit member shall receive a full year of seniority for each school year of employment.
  - 1. Bargaining unit members on layoff shall accrue seniority.
  - 2. Bargaining unit members on approved leaves shall accrue seniority.
  - 3. A bargaining unit member's seniority shall terminate if s/he resigns, retires or is discharged for cause by the Board.
- B. If two (2) or more bargaining unit members have the same seniority, the following procedure will be used at the time of layoff to determine who is laid off.
  - 1. If one (1) bargaining unit member has more total teaching experience (K-12), the bargaining unit member with the most teaching experience will remain.
  - 2. If the bargaining unit members remain equal after #1 above, the bargaining unit member with the more advanced degree shall remain.
  - 3. If the bargaining unit members remain equal after #1 and #2 above, the bargaining unit member with the most semester hours beyond the degree shall remain.

4. If the bargaining unit members continue to remain equal, the administration will make the decision.
  5. The foregoing shall apply to bargaining unit members hired after July 1, 1982. The seniority list will continue as published for those employed prior to July 1, 1982.
- C. If the Board anticipates a reduction in staff, it shall, prior to taking any formal action, consult with the Association to receive recommendations; provided, however, that the decision of the Board shall be final.
- D. In the event of a reduction in staff, the order of reduction shall be:
1. Probationary bargaining unit members shall be laid off first according to certification, qualifications and seniority.
  2. Tenured bargaining unit members shall be laid off only after all probationary bargaining unit members have been laid off unless no tenured bargaining unit member possesses the certification and qualifications for a position held by a probationary bargaining unit member.
  3. Tenured bargaining unit members shall be laid off according to certification, qualifications defined as below in section F, and seniority.
- E. In the event it becomes necessary to reduce the number of bargaining unit members through layoff, or to reduce the number of bargaining unit members in a given subject area, field, or program, or to eliminate or consolidate positions, the Board shall determine the order of layoff; provided, however, such action shall not be contrary to section D. The Board shall give thirty (30) calendar days notice of layoff to affected bargaining unit members.
- F. Qualifications shall be defined as NCA standards in grades 7-12, and a major or minor and a W.S.I. for physical education in grades 7-12.
1. The North Central Association standards referred to above are those found in North Central Association "Policies and Standards for Approval of Secondary Schools", most recent edition.
  2. Upon request the Board shall provide each bargaining unit member who is certified to teach in grades 7-12, with a copy of the NCA standards together with copies of the unit member's transcripts which are on file with the Assistant Superintendent for Human Resources.
- G. The Board shall give written notice of recall from layoff by sending a registered or certified letter to said bargaining unit member at his/her last known address. It shall be the responsibility of each bargaining unit member to notify the Board of any change in address. The bargaining unit member's address as it appears on the Board's records shall be conclusive when used in connection with layoff, recall, or other notice to the bargaining unit member. If a bargaining unit member fails to report to work within ten (10) calendar days from the date of sending the recall notice, unless an extension is granted in writing by the Board, said bargaining unit member shall be considered as a voluntary quit and shall thereby terminate his/her individual employment contract and any other employment relationship with the Board.
- H. Any bargaining unit member on layoff shall be recalled in inverse order of layoff provided s/he is certified and qualified for the vacancy. No new teachers shall be employed by the Board while there are bargaining unit members of the District who are laid off unless there are no laid off bargaining unit members with the proper certification and qualifications to fill any vacancy which may arise.
- I. It is further agreed that any layoff pursuant to this Article shall automatically terminate the individual employment contract of all laid off bargaining unit members and shall suspend for the duration of the layoff, the Board's obligation to pay salary or fringe benefits and any laid off bargaining unit member's individual or supplemental employment contract as well as all benefits under this collective bargaining agreement except that the bargaining unit member shall receive the pro-rata portion of the twelve (12) month fringe benefit year earned through the last day of employment.

- J. Should a laid off bargaining unit member fail to accept recall to a position which is equivalent to that occupied at the time notice of layoff was issued, the bargaining unit member shall forfeit his seniority and employment rights under this Agreement.
- K. In the event that a present administrator is transferred to a bargaining unit position, his/her assignment within the bargaining unit shall be determined by his/her tenure status, certification, qualifications as defined in Section F of this Article and seniority status based on total length of service in the District.
- L. Any persons employed in administrative positions subsequent to September 1, 1982 and who shall later be transferred to a bargaining unit position, shall be assigned based on his/her tenure status, certification, qualifications as defined in Section F of this Article and seniority status based on total length of teaching service in the District.

**ARTICLE XVII. Leaves of Absence**

**A. Paid Leaves of Absence**

- 1. Ten (10) days of sick leave shall be granted each school year with unlimited accumulation. Bargaining unit members employed for less than a full school year shall receive a pro-rata portion of days.
  - a. Each absence taken by a bargaining unit member must be reported to AESOP preferably via the internet at [www.aesoponline.com](http://www.aesoponline.com) or otherwise at (800) 942-3767. The District will provide members with an ID number and PIN. Bargaining unit members must first call the system to record their name and assignment for substitutes to hear.  
It is the bargaining unit member's responsibility to inform the system of the correct date, time and reason for the absence and to retain the job number that is assigned to each absence for purposes of verification.  
  
If a change needs to be made to an absence that has been reported, it is the bargaining unit member's responsibility to report the change to AESOP and to the building secretary, including the job number and all information pertinent to the change.
  - b. The Employer may, for good cause, request a statement from the bargaining unit member's physician regarding his/her fitness to perform his/her duties.
  - c. The Board reserves the right to require a physical or mental examination at the Board's expense and by a doctor of its choice should it seem in the best interest of the District.
  - d. A written medical statement shall be mandatory commencing the eighth (8th) consecutive workday of absence. Further, such a statement shall be mandatory in all cases of absence covered by Worker Compensation regardless of the length of absence.
  - e. A written statement from an attending physician also shall be mandatory following any period of hospitalization.
  - f. A bargaining unit member may use sick leave for pregnancy in the same manner as for any other disability for which sick leave is allowed and may continue in active employment as late into her pregnancy as she is physically able to perform all of the duties of her position.
  - g. A bargaining unit member who is adopting a child shall be entitled to use twenty (20) days of his/her accumulated sick leave. Said leave shall commence upon the advice and/or requirements of the adoption agency. Should both husband and wife be employed in the bargaining unit, each shall be entitled to use his/her sick leave as set forth herein.
  - h. When a bargaining unit member has exhausted his/her accumulated sick leave, he/she shall be placed on a health and hardship leave as provided in section B.2 of this Article.
- 2. From accumulated sick leave, five (5) days per period of illness of a parent, spouse, child or person for whom the bargaining unit member is principally responsible shall be granted. The intent of this provision is to provide the employee time to make arrangements for the care of the



sick members of his/her family; otherwise the school does not assume responsibility for family illness. The school reserves the right to require a certified report by the doctor in attendance. In emergencies, additional leave days, as available, will be granted on approval of the bargaining unit member's supervisor.

3. From accumulated sick leave, a maximum of ten (10) days may be granted at the time of death in the immediate family. The term "immediate family" is defined as: husband, wife, parents, grandparents, parents-in-law, brother, sister, brother-in-law, sister-in-law, child, grandchild, son-in-law, daughter-in-law, step-parent, step-brother, step-sister, step-child, or a person for whom the bargaining unit member is principally responsible.
4. From accumulated sick leave, one (1) day may be granted for attendance at a funeral of a person outside of the immediate family. If additional time is needed, it may be requested as business leave.
5. Two (2) days a year beyond the sick leave allowance may be used for business.
  - a. Business leave shall be used only for the purpose of conducting business which is difficult to transact outside of normal school hours.
  - b. Bargaining unit members shall be granted business leave upon written notification to the Assistant Superintendent for Human Resources at least three (3) working days in advance of the anticipated leave. In cases of unanticipated need for business leave, the bargaining unit member shall apply as soon as possible.
  - c. It is understood that such leave shall not be used for recreational purposes, or to extend a holiday and/or vacation.
  - d. In the event of an emergency requiring leave prior to or following such holiday and/or vacation, the bargaining unit member shall state the reason for leave.
  - e. Business leave not used during the school year shall accrue as sick leave in the following year.
6. A bargaining unit member shall request permission from his/her principal or supervisor, as appropriate, in advance of attending any conference within the state of Michigan. Conferences outside the state of Michigan require Board approval.
  - a. Permission will be governed by the availability of a substitute, or special building situations, and the principal's judgment as to the needs of and/or benefits to the bargaining unit member and the programs or activities concerned.
  - b. Expenses will be allowed as follows: The Board adopted mileage allowance for automobile; the salary of a substitute if one is employed; lodging, actual cost (normally not to exceed \$55.00 per night); meals (not to exceed \$30.00 per day); registration fee; and if transportation is by public carrier, the most economical means.
  - c. Any bargaining unit member may make application to the principal to attend a conference at his/her own expense, except that the cost of a substitute shall be borne by the Board. Verbal or written reports may be required.
7. A bargaining unit member shall request permission from his/her principal or supervisor in advance of making any visitation. Visitations shall be within the state of Michigan.
  - a. Permission will be governed by the availability of a substitute, special building situations, and the number of visitations previously made. No permission will be granted for the day preceding or the day following holidays and vacations, or the first and last day of the school year.
  - b. Reimbursable expenses will be limited to the salary of a substitute if one is employed.

8. Visitations made by a bargaining unit member at the request of the Board shall not be subject to the limitations in Section 7 above. Expenses for visitations outside the District shall be allowed as outlined in Section 7.b above.
9. Leave will be granted for appearance in court necessitated by a school-related incident.
10. Leave will be granted for attendance at a particular function when required by the Board.
11. Leave will be granted for jury duty. The Board shall pay the bargaining unit member's regular pay provided the bargaining unit member remits the pay received for jury duty to the Business Office.
12. Subject to the applicable Michigan statutory provisions and any amendments thereto, the Board may, in its sole discretion, grant sabbatical leaves for study provided:
  - a. No more than one (1) bargaining unit member in the District shall be on sabbatical leave at any one time except in approved circumstances.
  - b. Requests shall be submitted to the Superintendent in writing on or before February 1, and finalized by May 1, of the school year in which the leave is requested.
  - c. The bargaining unit member shall have worked at least seven (7) full consecutive years in the District.
  - d. The bargaining unit member shall agree to remain in the employ of the District for a period of not less than one (1) year following his/her return from sabbatical leave. The study to be pursued during the sabbatical leave shall be applicable to the field of education as determined by the Superintendent. Changing the proposed course of study without approval may result in withdrawal of the leave.
  - e. The bargaining unit member will be required to file periodic reports at such times as may be mutually agreed upon between the Superintendent and the bargaining unit member.
  - f. Approval for said leave will be contingent upon securing a certified teacher who is qualified to assume the applicant's duties while on leave.
  - g. Upon return, the bargaining unit member shall be entitled to advance to the next step on the salary schedule provided all of the requirements of the sabbatical leave have been, in the judgment of the Superintendent, fulfilled satisfactorily.
  - h. The compensation of a bargaining unit member on sabbatical leave shall be half of his/her annual base salary rate. During the sabbatical leave, the provisions of sabbatical leave shall apply, and the Board will continue to pay insurance premiums on behalf of the bargaining unit member. The bargaining unit member will be paid on the payroll dates established for that particular school year.
  - i. Upon return from a sabbatical leave, the bargaining unit member shall be returned to the same position from which the leave was taken or, to an equivalent position for which s/he is certified and qualified.
13. The Board shall grant up to twenty (20) full days of leave each year to the Association for the purpose of conducting Association business subject to the following:
  - a. The Association agrees to reimburse the Board for the substitute's pay.
  - b. With the exception of the Association President, any one (1) bargaining unit member shall be limited to a maximum of five (5) days of Association leave in any given school year.
  - c. The Association President shall endorse requests for the use of Association leave days.
  - d. Attendance at conferences sponsored by the NEA, MEA or affiliated organizations which relate to curriculum are to be authorized via the procedure outlined in Section A.6., and shall not be counted as Association leave days.

- e. Association leave shall not be granted for activities in relation to or in support of any work stoppage or strike.
- B. Unpaid Leaves of Absence
1. Upon request, a bargaining unit member shall be entitled to an unpaid parental leave of absence for a period of up to one (1) year. Said parental leave shall be available for the birth of a child, the placement of a child for adoption or foster care and for the first year care of a child.
    - a. A pregnant bargaining unit member may commence leave before or after the birth of her child. In the latter case, the leave is available to the bargaining unit member at the termination of her disability. In the event of the child's death and upon the bargaining unit member's request, the parties to this Agreement may mutually agree to terminate the leave.
    - b. A bargaining unit member shall notify the District in writing of his/her desire to take such a leave and his/her intent to return, no less than thirty (30) calendar days prior to the date on which the leave is to begin, where the necessity for leave is foreseeable based on an expected birth or child placement. If the date of the birth or placement requires the leave to begin in less than thirty (30) calendar days, the bargaining unit member shall provide such notice upon receipt of the requisite information.
    - c. The bargaining unit member and the District may mutually agree that a leave may be taken on either an intermittent or reduced leave schedule basis. A reduced leave schedule means a leave schedule that reduces the bargaining unit member's regularly assigned hours in a workweek or workday.
    - d. For bargaining unit members who have been employed for at least twelve (12) months by the District and who work at least half time, the following conditions shall apply to twelve (12) weeks of the leave:
      - i. Any health, dental, and/or vision insurance shall be continued, with the premiums paid by the District, at the level and under the conditions the same would have been provided if the bargaining unit member had continued in employment during the leave period.
      - ii. If the bargaining unit member does not return to work after the expiration of the leave, the bargaining unit member shall reimburse the District for the cost of the premiums paid by the District for his/her insurance during the twelve (12) week period of the leave, unless the bargaining unit member did not return to work due to circumstances beyond his/her control.
    - e. Upon return, a tenured bargaining unit member shall be returned to the same position from which the leave was taken if such position exists, or, if such position has been eliminated, to an equivalent position for which he/she is certified and qualified.
    - f. Upon return, a probationary bargaining unit member shall be re-employed provided there is a vacancy for which the bargaining unit member is certified and qualified.
    - g. In case of reduction in staff during the leave period, the provisions at Article XVI shall govern.
    - h. The Board reserves the right to fill a position which is vacant under the provisions herein with a long-term substitute.
  2. Any Bargaining unit member whose personal illness extends beyond the period covered by accumulated sick leave and who qualifies for long-term disability shall be placed on health and hardship leave for the period of time necessary for complete recovery, but not to exceed one (1) calendar year from the date of inception of the illness or disability.
    - a. Upon recovery, the bargaining unit member shall be required to submit a physician's statement attesting to the bargaining unit member's ability to fully perform the duties of his/her position.

- b. Pursuant to the provisions of section A. 1. c., the Board reserves the right to require an examination by a physician of the Board's choice and at its expense. In the event of a conflict between the statement from the bargaining unit member's physician and that of the Board's regarding the bargaining unit member's fitness to return, the statement from the Board's physician shall be controlling.
  - c. In the event the bargaining unit member presents acceptable evidence of recovered health as provided in section B. 2. a. within one (1) year from the date he/she last worked, the bargaining unit member shall be reinstated to the same position he/she vacated, provided it still exists, or an equivalent position, if the same position no longer exists.
  - d. Should the illness or disability be of such an extent that the bargaining unit member is unable to present acceptable evidence of recovered health within one (1) year, the bargaining unit member may be re-employed provided there is a vacancy for which the bargaining unit member is qualified at the time of recovery.
  - e. The Board reserves the right to fill a position which is vacant due to health and hardship with a long-term substitute.
3. Bargaining unit members who have been employed for at least twelve (12) months and who work at least half time, shall be eligible for twelve (12) weeks of a family medical leave during each fiscal year, July 1 to June 30.
- a. A bargaining unit member may take a combined total of twelve (12) work weeks of family medical leave for the care of a serious health condition of the bargaining unit member's spouse, child or parent, or the bargaining unit member himself/herself where the condition results in the member being unable to perform the responsibilities of his/her position.
  - b. For purposes of a family medical leave, child includes biological and adopted children, foster children, step children and legal wards who are under eighteen (18) years of age or who are incapable of self care because of a mental or physical disability.
  - c. For purposes of a family medical leave, parent includes a biological parent or an individual who stood in a "loco parentis" to the bargaining unit member when the bargaining unit member was a child.
  - d. For purposes of a family medical leave, a serious health condition is defined as an illness, injury, impairment or physical or mental condition which involves inpatient care in a hospital or medical care facility or continuing treatment by a health care provider.
  - e. If the need for a family medical leave is foreseeable based on planned medical treatment of the bargaining unit member or the bargaining unit member's child, spouse or parent, a bargaining unit member shall make a reasonable effort to schedule the treatment so as not to unduly disrupt the regular operation of the District, subject to the approval of the health care provider. The bargaining unit member shall provide the Assistant Superintendent for Human Resources with thirty (30) calendar days written notice prior to the date the leave is to commence; however, where the need is not foreseeable or if the date of the planned medical treatment requires the leave to begin in less than thirty (30) calendar days, the bargaining unit member shall provide such notice upon his/her receipt of the requisite information.
  - f. Any health, dental and/or vision insurance shall be continued with the premiums paid by the District at the level and under the conditions that coverage would have been provided if the bargaining unit member had continued in employment during the leave period. If the bargaining unit member does not return to work after the expiration of the leave, the bargaining unit member shall reimburse the District for the cost of the premiums paid by the District for his/her insurance, unless the bargaining unit member did not return to work due to circumstances beyond his/her control.

- g. A bargaining unit member shall have the right to take the leave intermittently or on a reduced leave schedule when medically necessary, subject to sections h and i below. A reduced leave schedule means a leave schedule that reduces the bargaining unit member's regularly assigned hours in a workweek or workday. The use of a leave intermittently or on a reduced leave schedule shall reduce the twelve (12) week leave period only by the amount of leave actually taken.
- h. A bargaining unit member principally employed in an instructional capacity taking a leave on an intermittent or reduced leave schedule basis for a planned medical treatment, which would result in being absent from work more than twenty (20%) percent of the total number of working days in the leave period, may be required to either: (i) take the leave for period(s) of a particular duration, not to exceed the duration of the planned medical treatment or (ii) to transfer temporarily to an available alternate position for which he/she is certified and qualified and which better accommodates recurring period(s) of leave. Such a transfer shall be to an equivalent position with compensation and benefits as provided in this Agreement.
- i. When leave on an intermittent or reduced leave schedule is for planned medical treatment, the Board reserves the right to require a certification from the health care provider of the bargaining unit member, or of the bargaining unit member's spouse, child or parent, as the case may be. All certifications shall state: the dates treatment is expected to be given, the duration and schedule of the treatment, and the medical necessity for the intermittent or reduced leave schedule. When the leave is for a bargaining unit member's spouse, child or parent, the certification shall also state that leave on an intermittent or reduced schedule for the bargaining unit member is necessary for the care of the spouse, child or parent, and will assist in their recovery.
- j. The bargaining unit member may elect to use his/her accumulated sick leave, business leave and/or any combination thereof for all or any part of a leave.
- k. The Board reserves the right to require certification from the health care provider of the bargaining unit member, or of the bargaining unit member's spouse, child or parent, as the case may be. All certifications shall state: the date on which the serious health condition commenced, the probable duration of the condition, and the diagnosis and intended treatment of the condition. When the leave is for a bargaining unit member's spouse, parent or child, the certification shall also state that the bargaining unit member is necessary for the care of such an individual and an estimate of the amount of time that the bargaining unit member is needed for such care. When the leave is for a bargaining unit member, the certification shall also state that the bargaining unit member is unable to perform the responsibilities of his/her employment. The Board may require that the bargaining unit member obtain subsequent re-certifications on a reasonable basis.
- l. The Board reserves the right to require, at its expense, the opinion of a second health care provider designated by the Board concerning any certified information provided under subsection i or k above. Where the second opinion differs from the opinion in the original certification, the Board reserves the right to require, at its expense, the opinion of a third health care provider designated or approved jointly by the Board and the bargaining unit member, whose opinion shall be final and binding.
- m. A bargaining unit member, upon return from a leave, shall receive salary schedule credit and accumulation of seniority and shall be re-employed in the same position from which the leave was taken if such a position exists, or if such a position has been eliminated, to an equivalent position for which the bargaining unit member is certified and qualified.
- n. The following provisions shall apply to periods of leaves near the conclusion of an academic term for bargaining unit members who are employed principally in an instructional capacity:

- i. If a bargaining unit member begins a leave five (5) or more weeks prior to the end of a school term, and the period of the leave is more than three (3) weeks, the Board may require the bargaining unit member seeking to return from the leave within the last three (3) weeks of an academic term to wait to return from the leave until the start of the next academic term.
    - ii. If a bargaining unit member begins a leave due to the serious health condition of a spouse, child or parent less than five (5) weeks prior to the end of a school term, and the period of the leave is more than two (2) weeks, the Board may require the bargaining unit member seeking to return from the leave within the last two (2) weeks of an academic term to wait to return from the leave until the start of the next academic term.
    - iii. If a bargaining unit member begins a leave due to the serious health condition of a spouse, child or parent less than three (3) weeks prior to the end of a school term, and the period of the leave is more than five (5) work days, the Board may require the bargaining unit member to continue on the leave until the end of the academic term.
  - o. The terms and provisions of this leave section shall be construed in light of the Federal Family and Medical Leave Act of 1993.
  - p. In recognition of the confidential nature of the required certifications set forth herein, all such information shall be requested by and submitted to the Assistant Superintendent for Human Resources.
4. A bargaining unit member may request a general leave of absence without pay for purposes of pregnancy, child birth, and/or child care for up to one (1) year.
  - a. A bargaining unit member requesting said leave of absence shall apply in writing to the Assistant Superintendent for Human Resources at least forty-five (45) calendar days prior to the anticipated date of the commencement of the leave. The request shall set forth the anticipated beginning and ending dates of the leave. In appropriate circumstances, the Employer may, in its discretion, waive the forty-five (45) day notice period.
  - b. Upon return from leave, the bargaining unit member shall be reinstated to the position from which the leave was taken provided said position still exists or if not, to a position for which the bargaining unit member is certified and qualified.
  - c. Should a reduction in staff occur during the leave period, the provisions of Article XVI shall govern.
  - d. The Board shall have the right to fill a position which is vacant due to a general leave with a long-term substitute.
5. Upon written application, a bargaining unit member who has been employed by the Board for at least five (5) years will be granted an unpaid study leave for a period not to exceed one (1) school year; provided, however, no more than three (3) bargaining unit members will be on study leave in any given year. If more than three (3) applications are filed for any given year, applications will be considered in order of the filing dates.
  - a. A bargaining unit member planning to take such leave shall give written notice to the Assistant Superintendent for Human Resources as soon as possible prior to the school year in which the leave will be taken and shall file a formal written application no later than April 1 of said preceding year.
  - b. Leave shall not be granted unless the Board has employed a suitable replacement for the bargaining unit member by June 15.
  - c. If no replacement has been employed, the bargaining unit member shall not be granted leave under this provision but may apply and shall be granted a general leave, subject to the terms and conditions applicable to such leave, as provided elsewhere in this Agreement.

- d. Upon return from leave, a bargaining unit member shall be reinstated to the position from which the leave was taken provided said position still exists or if not, to a position for which the bargaining unit member is certified and qualified.
  - e. The bargaining unit member will be required to take at least nine (9) semester hours of credit each semester or nine (9) term hours each quarter at an institution of higher education which is accredited by the North Central Association of Colleges and Secondary Schools, or its equivalent.
  - f. The bargaining unit member will advance on the salary schedule as he/she would have advanced had he/she been employed by the Board.
  - g. The Board shall have the right to fill a position which is vacant due to a general leave with a long-term substitute.
  - h. Should a reduction in staff occur during the leave period, the provisions of Article XVI shall govern.
  - i. Bargaining unit members shall provide written notice to the Assistant Superintendent for Human Resources of his/her intent either return or resign by March 1 of the year in which the leave expires.
6. A leave of absence shall be granted to a bargaining unit member who is inducted or enlists for one (1) period of enlistment in any branch of the Armed Forces of the United States or shall be granted a leave in accordance with federal or state law. Upon completion of such service, reinstatement shall be in accordance with the requirements of the applicable laws of the United States. Regular salary increments and seniority shall accrue.
  7. The Board may grant a general leave. The following conditions apply to general leaves under this Article.
    - a. A bargaining unit member shall acquire tenure to be eligible for a general leave.
    - b. Requests for general leave shall be submitted in writing by May 1. Bargaining unit members requesting a general leave shall indicate the reason for which the leave is requested.
    - c. All general leaves shall be limited to one (1) year. Extensions may be granted by the Board.
    - d. Salary increments shall not accrue.
    - e. Sick leave shall not accrue, but unused sick leave held at the start of the leave, shall be retained.
    - f. The Board shall have the right to fill a position which is vacant due to a general leave with a long-term substitute.
    - g. The bargaining unit member shall provide written notice to the Assistant Superintendent for Human Resources of his/her intent to either return or resign by March 1 of the year in which the leave expires, except that a mid-year leave shall have a May 1 notification date.
    - h. Reinstatement during the school year shall be at the discretion of the Board. A bargaining unit member who provides timely notice of his/her intent to return for the following year, and who meets the other leave provisions shall be returned to a position for which the bargaining unit member is certified and qualified.
  8. A leave of absence of up to two (2) years shall be granted to any bargaining unit member upon application for the purpose of serving full time in an elective office of the MEA or NEA.

**ARTICLE XVIII. Compensation**

- A. The basic salaries of bargaining unit members shall be as set forth in Appendix A which is attached to and incorporated into this Agreement. Said salaries shall remain in effect for the designated periods.

1. Pay periods shall be twice per month during the entire year with no fewer than 13 days and no more than 17 days between paydays. The pay periods may be based on either a ten (10) or twelve (12) month year at the option of the bargaining unit member. Unless the Assistant Superintendent for Human Resources is notified otherwise by no later than August 1, the bargaining unit member will be presumed to have selected the twelve (12) month plan. Those selecting the ten (10) month plan shall remain on this plan for the entire school year.
  2. Bargaining unit members on the twelve (12) month plan shall notify the Assistant Superintendent for Human Resources no later than April 1 if they wish a lump sum payment at the end of the school year.
  3. The twelve (12) month lump sum plan shall continue in effect from year to year unless revoked by April 1 in any school year.
  4. Once designated, the ten (10) month pay plan shall continue in effect from year to year unless revoked by the bargaining unit member prior to August 1 in any school year.
  5. Payments and reimbursements to employees shall be made by direct deposit.
- B. Upon employment with the District, bargaining unit members may be granted up to full credit on the salary schedule for years of outside teaching experience in a school district accredited by a recognized accrediting agency. Such experience credit will be determined by the Superintendent. The Superintendent may, in his/her discretion, grant up to full credit on the salary schedule for experience related to K-12 teaching.
- C. If a bargaining unit member receives an overpayment of funds for salary or other amounts and it has been determined that there has been such an overpayment, the Board will, pursuant to MCLA 408.477; MSA 17.277(2), deduct the overpayment from the bargaining unit member's wages. If the overpayment has occurred over a period of time, such deductions shall also be made over an equal amount of time.
- D. Upon qualification for additional salary due to an advanced degree and/or additional hours, a bargaining unit member shall be advanced to the appropriate new salary schedule.
1. In order to qualify for advancement on the salary schedule, the bargaining unit member will provide the Assistant Superintendent for Human Resources with supporting documentation prior to September 30 and January 30 each year. Written confirmation that the bargaining unit member has completed said hours and/or degree from the college registrar shall be deemed sufficient documentation. An official transcript of the work shall be submitted as soon thereafter as possible.
  2. A bargaining unit member who submits the necessary documentation in accordance with section 1 above, shall be paid retroactive to the first day of the school year or January first, as the case may be.
  3. A unit member who submits the necessary documentation after September 30 and/or after January 30 shall not be entitled to retroactive pay, but shall qualify with the first pay of the next qualifying period.
  4. In order to be approved, additional degrees and/or hours shall be applicable to the teaching field unless otherwise approved by the Assistant Superintendent for Human Resources.
  5. Effective October 1, 1991 advancement to the MA+ salary schedules requires that the credits be earned subsequent to the acquisition of a Master's Degree.
  6. BA+ and MA+ credits must come from approved institutions only. The "Directory of Michigan Institutions of Higher Education" document, produced by the Office of Postsecondary Services, Michigan Department of Labor & Economic Growth shall be the list of approved institutions within the state of Michigan. Non-public institutions of higher education not within the state of



Michigan must have prior approval by the Assistant Superintendent for Human Resources issued on a case-by-case basis.

- E. The MA+10 and MA+20 salary schedules provide incentive compensation to bargaining unit members who pursue and acquire additional professional skills related to their teaching.

Said salary schedules compensate bargaining unit members who add to their qualifications through individual effort above and beyond those professional development activities provided by the District during the bargaining unit member's workday.

Accordingly, qualification for credit on the MA+10 and the MA+20 salary schedule shall be governed by the following:

1. The terms, "course work," as used herein shall be defined as those college/or university courses that are taken outside of a degree program.
  2. SB-CEUs as used herein shall be defined as professional development acquired through seminars, conferences, workshops, etc. 3.0 SB-CEU hours shall be credited as one (1) college/university semester credit hour.
  3. The course work or SB-CEUs shall have been approved in advance by the Assistant Superintendent for Human Resources.
  4. The course work or SB-CEUs shall have been pursued at times other than during the bargaining unit member's scheduled workday.
  5. The cost(s) of course work or SB-CEUs, if any, shall not be borne by the District.
  6. Upon qualification for additional salary due to additional hours including SB-CEUs, a bargaining unit member shall be advanced to the appropriate new salary schedule at the beginning of each the school year or January first, as the case may be.
    - a. In order to qualify for advancement on the salary schedule, the bargaining unit member will provide the Assistant Superintendent for Human Resources with supporting documentation prior to September 30 and January 30 each year. Written confirmation that the bargaining unit member has completed additional hours from the college registrar shall be deemed sufficient documentation. An official transcript of the work shall be submitted as soon thereafter as possible.
    - b. Written confirmation from the program sponsor that the bargaining unit member has completed the number of SB-CEU hours of instruction previously approved by the Assistant Superintendent for Human Resources or a SB-CEU certificate will be deemed sufficient documentation.
  7. A bargaining unit member who submits the necessary documentation in accordance with section 6 above, shall be advanced to the appropriate salary schedule effective the first day of the school year or January first, as the case may be, and paid retroactive to the first day of that period.
  8. A bargaining unit member who submits the necessary documentation after September 30 and/or after January 30 shall be advanced to the appropriate salary schedule effective the first day of the succeeding qualifying period and shall not be entitled to retroactive pay.
  9. Effective October 1, 1991 advancement to the MA+ salary schedules requires that the hours or SB-CEUs be earned subsequent to the acquisition of a Master's Degree.
- F. Longevity as set forth in Appendix A is payment for continued service in the District.
1. Bargaining unit members who do not complete a full school year at steps 16, 20, 24 and 28 will receive a pro-rata share of the longevity payment for that school year based on the number of contract days worked compared to the total number of contract days in that year.

2. A bargaining unit member at steps 15.5, 19.5, 23.5, 27.5 or higher at the commencement of any given school year will receive one-half (1/2) of the longevity step that school year. For example, if the bargaining unit member is placed on step 15.5 of the salary schedule at the beginning of the 2010-2011 school year, s/he shall receive \$486.00 which is half of the \$972.00 longevity payment at step 16. Such payment shall be remitted in equal installments on the established pay periods.
- G. If by mutual consent, a bargaining unit member shall teach more than the normal teaching load as set forth in Article VIII, he/she shall receive an additional amount of his/her annual base salary for the duration of said assignment. This amount shall be proportional based upon actual student contact time (i.e., in a five period school day, it would be an additional 0.25 FTE).
- H. A bargaining unit member required in the course of his/her work to drive his/her personal automobile, shall receive the IRS allowance as of July 1 each year for travel within and outside of the District provided he/she receives prior written approval. Unit members who travel regularly shall receive approval and reimbursement every month.
- I. Extra-duty assignments shall be compensated in accordance with Appendix B which is attached to and incorporated into this Agreement.

**ARTICLE XIX. Insurance Benefits**

- A. The Employer shall pay the premiums for one (1) of the following MESSA Plans for a full twelve (12) month period for the bargaining unit member and his/her eligible dependents as defined by MESSA. Bargaining unit members not electing Plan A will select Plan B.
1. Plan A
    - a. Super Care 1 (with XVA2Rider and \$10/20 Drug Card) or Choices II (with XVA2 Rider and \$10/20 Drug Card)
    - b. Delta Dental Plan E-007 with internal and external COB
    - c. \$25,000 Life Insurance with AD & D
    - d. Vision Care, VSP 2
  2. Plan B
 

The Employer shall provide a cash option of \$532.27 for the 2010-2011 year to be increased each year by the percent of the salary increase in lieu of health benefits. Bargaining unit members may elect to apply the cash toward any of the MESSA non-taxable variable health options and/or an annuity as defined by Section 403[b] of the Internal Revenue Code. Bargaining unit members who elect to continue the annuity option may do so by entering into a salary reduction agreement with the Employer.

Delta Dental Plan E-007 with internal and external COB  
 \$30,000 Life Insurance with AD & D  
 Vision Care, VSP 3
  3. Should a husband and wife both be employed in a bargaining unit position, one will be eligible to select Plan A and the other will be eligible to select Plan B.
  4. In addition to the foregoing, the Employer shall pay the premiums for MESSA long-term disability insurance to provide the following:
    - 70% of salary
    - \$5,000 maximum per month payment
    - 2 year Waiver of Premium on health care included
    - All other income off-sets
    - 2 year limit nervous/mental, alcohol and substance abuse
    - 2 year own occupation provision
    - 60 calendar modified fill waiting period

B. The Employer shall pay the premiums for the bargaining unit member who works half-time, the unit member's designation of one (1) of the following MESSA health options for a full twelve (12) month period.

1. Plan A

- a. Supercare 1 with XVA2 rider and \$10/20 drug card. An amount equal to the Board-paid base rate of the Single Subscriber premium for Super Care 1 to be applied toward Super Care 1 or
- b. Choices II with XVA2 rider and \$10/20 drug card. An amount equal to the board paid portion of the single subscriber premium for Choices II will be applied for Choices II.

2. Plan B

An amount equal to \$532.27 for the 2010-2011 year to be increased each year by the salary percent increase, to be applied toward the following:

Delta Dental Plan E-007 with internal and external COB

\$25,000 Life Insurance with AD & D

Vision Care, VSP 2.

- a. Any remaining balance will be remitted in cash. Bargaining unit members may elect to apply the cash toward any of the MESSA non-taxable variable health options and/or an annuity as defined by Section 403[b] of the Internal Revenue Code. Bargaining unit members who elect to continue the annuity option may do so by entering into a salary reduction agreement with the Employer. [In addition to the foregoing, the Employer shall pay the premiums for long-term disability as set forth in A(4) above.]

70% of salary

\$5,000 maximum per month payment

2 year Waiver of Premium on health care included

All other income off-sets

2 year limit nervous/mental, alcohol and substance abuse

2 year own occupation provision

60 calendar modified fill waiting period

- b. Should the bargaining unit member be covered by dental and/or vision insurance through a spouse, s/he may waive her/his right to the same through the Employer in which case the appropriate dollar amount will be applied to the cost of the remaining portion of the above program and the balance may be applied toward any of the MESSA non-taxable variable health options and/or an annuity, as defined in Section 403(b) of the Internal Revenue Code.

C. Effective November 1, 2010, the Board's contribution for health care premiums will be as follows:

<u>Super Care 1</u>		<u>Choices II</u>	
Single Subscriber	\$537.90	Single Subscriber	\$602.82
Two Person	\$1,213.88	Two Person	\$1,356.31
Full Family	\$1,341.07	Full Family	\$1,491.60

Effective September 1, 2011, the 2011-2012 base rates will be automatically increased by 5%. In the event the health plan rate increase exceeds 10%, the percentage increase above 10% will be split and will serve to further increase the base rates. (i.e., if the premiums increase by 12%, the base rate will increase by 6% rather than by 5%).

D. The Employer has adopted a qualified plan under which bargaining unit members receive cash in lieu of medical coverage offered by the Employer, including a salary reduction agreement, which complies with Section 125 of the Internal Revenue Code, thereby permitting a bargaining unit member to reduce salary by the amount of any health insurance premium before federal, state and FICA taxes are deducted. Bargaining unit members may enter into a salary reduction agreement with the Employer for the purposes of paying the difference between the premiums paid by the Employer and the cost of his insurance program and having same payroll deducted with pre-tax dollars.

- E. The insurance year for all eligible bargaining unit members shall be September 1 through August 31.
- F. Insurance provided by the Board under the health insurance options above, shall cover the bargaining unit member only, or the bargaining unit member and his/her spouse, or full family coverage, as the bargaining unit member is eligible. Half-time bargaining unit members shall be covered as specified in section B above.

The Board will provide the opportunity for each bargaining unit member to purchase domestic partner insurance rider SMB67 at the member's sole expense for:

Super Care 1 (with XVA2 Rider and \$10/20 Drug Card) or Choices II (with XVA2 Rider and \$10/20 Drug Card)

Delta Dental Plan E-007 with internal and external COB

Vision Care VSP 2

Domestic partner eligibility will be determined by MESSA, and all premium charges for the domestic partner will be billed directly to the employee by MESSA. The Board will not be responsible for any charges or associated premium costs for a domestic partner.

Sponsored dependents may be enrolled in hospital medical insurance benefits provided the bargaining unit member pays the premiums in advance in equal installments through payroll deductions. Where the bargaining unit member is on school year payroll, the summer premiums will be collected in advance throughout the school year.

- G. In order to provide for an orderly transfer of coverage for bargaining unit members wishing to change options, an open enrollment period shall be designated in cooperation with the carrier annually.
- H. Once coverage is designated, it shall not be altered except as birth or adoption, marriage, social security eligibility or death or change in dependent status is involved or until the next open enrollment period. Bargaining unit members are required to notify the Human Resources office of any such changes within thirty (30) calendar days of the change. Bargaining unit members failing to do so shall reimburse the District for any unnecessary premiums paid on the bargaining unit member's behalf.
- I. Failure to make use of all or any part of the maximum possible premium coverage available shall not make any funds transferable to cash or other form of benefit for the benefit of the bargaining unit member or others.
- J. For present bargaining unit members, the Board shall continue its contribution toward such benefits the first of the month following ratification.
- K. For new bargaining unit members employed and on the job on or before the 15th day of any month, the contribution shall begin the first of the following month. For those employed subsequent to the 15th of any month, the contribution shall begin the first of the second succeeding month, except that bargaining unit members employed for a new school year, shall be covered beginning September 1.
- L. For bargaining unit members leaving the payroll prior to the 15th of any month, the contributions shall cease with that month. The Board will consider a bargaining unit member to have left the payroll at the end of ten (10) working days after the bargaining unit member is not working and has exhausted sick leave and business leave. If this day falls on or before the 15th of the month, the bargaining unit member will assume next month's premium and if this day is after the 15th of the month, the Board will pay next month's premium with the bargaining unit member paying subsequent premiums. In determining the question of "leaving the payroll," the date of actual payment to the bargaining unit member will not be used for any purpose.
- M. For bargaining unit members leaving the payroll for reasons of health, their health and LTD insurance will be continued by the Board for two (2) additional months.
- N. Bargaining unit members who resign effective at the end of a school year after having been employed the entire school year, shall have their Board-paid insurance coverages extended through the following August 31.

- O. A bargaining unit member who is on an unpaid leave of absence and/or layoff status may continue his/her fringe benefits for up to one (1) year through the Employer by paying the group premiums in advance.
- P. Bargaining unit members are covered by the Worker Compensation Act for work-related injury or illness. In the event of a work-related injury or illness, the bargaining unit member shall be paid at his regular rate, but time lost from work is chargeable against the bargaining unit member's accumulated sick leave.

After the five (5) workday waiting period, the bargaining unit member is eligible for Worker Compensation benefits, and his pay will be reduced to the difference between said Worker Compensation benefits and his regular rate. Sick leave will be charged on a pro-rata basis computed on the relationship of his differential pay to his regular rate of pay subject to the requirements of Section 354 of the Workers Compensation Act as amended.

**ARTICLE XX. Retirement**

- A. Upon a bargaining unit member's retirement, in accordance with the requirements of the Michigan Public School Employees Retirement Act, a terminal leave pay as determined by the greater of (1), (2) or (3) below will be paid into a special pay 401(a) plan if the bargaining unit member has at least ten (10) years of continuous employment with the District.
  - 1. \$100.00 per year of employment in the District, or
  - 2. A sum equal to 50% of the current wage for each accumulated leave day. Section 2 is limited to a sum up to twice the amount calculated by (1), or
  - 3. \$50 per unused sick day, with no limit on accumulation.

- B. As an assistance for early retirement, the Board agrees to provide those bargaining unit members who become fully eligible for retirement in accordance with the provisions of the State Retirement Act, a one-time assistance payment into a special pay plan according to the schedule below:

1st period of eligibility under MPSERS	\$8,500
2nd period of eligibility under MPSERS	7,000
3rd period of eligibility under MPSERS	6,000
4th period of eligibility under MPSERS	5,000
Thereafter	-0-

- 1. The terms, "period of eligibility under MPSERS" shall be defined as the first year that the bargaining unit member becomes eligible for full retirement benefits under the Act.
- 2. If a bargaining unit member's birthday falls during the school year, s/he shall be able to complete the school year, but shall not be able to start the following school year without an adjustment in the period of eligibility.
- 3. The assistance payment may be made in a lump sum, 20, or 24 pays whichever method the bargaining unit member selects, the payments to begin at a date within one (1) year of the retirement date, as specified by the bargaining unit member.
- 4. Benefits under this provision shall terminate upon the death of the retiree as it is not intended as a benefit for survivors. The bargaining unit member must meet state requirements for retirement. "Retirement" means that the bargaining unit member shall make application for benefits under the Michigan Public School Employees Retirement Act.
- 5. The bargaining unit member will not receive the assistance payment until s/he has presented proof of retirement from the Michigan Public School Employees Retirement System and submitted an official copy of birth certificate and/or official proof of birth.
- 6. The Board requires thirty (30) days notice prior to the date of retirement. Failure to provide the prescribed notification shall void the bargaining unit member's entitlement to the assistance pay provisions of this Agreement.

7. To determine the level of assistance pay, the Board will use the age of the bargaining unit member at the time of retirement.
- C. The terminal leave pay described in Section A and the retirement assistance payment described in Section B shall be paid in the form of a non-elective employer contribution to the District's Special Pay Plan, which shall be adopted no later than December 31, 2004. The employee shall not have the option to direct the payments be contributed to another plan or to elect to receive the payments in cash. The contribution on behalf of an employee shall be made as soon as administratively possible but in no case later than December 31 of the year in which the employee terminates employment with the District.

**ARTICLE XXI. Public School Academies**

- A. Should the Employer decide to grant a contract to organize and/or operate a Public School Academy, the Association shall be notified prior to same becoming operational.
- B. The wages, hours, terms and conditions of employment of bargaining unit members who work in a Public School Academy shall be governed by the Master Agreement.
- C. Should the Public School Academy provisions of the School Code be amended or repealed, same shall be subject to negotiation between the parties within thirty (30) calendar days of such amendment or repeal.

**ARTICLE XXII. Miscellaneous Provisions**

- A. If any provision of this Agreement or any application of this Agreement to any bargaining unit member, the Association, the Board or a member of the Board, shall be found contrary to law, then such provision or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.
- B. Copies of this Agreement will be printed at the expense of the Board and presented to all bargaining unit members now employed or hereafter employed by the Board during the term of this Agreement.
- C. Neither party shall have any control over the selection of the negotiating representative of the other and each may select its own representatives. No final agreement between the parties may be executed without ratification by the Board and by the members of the Association, but both parties agree that representatives selected by each shall be empowered with the authority to make proposals, in the course of negotiations, subject only to such ultimate ratification.
- D. 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 to this Agreement in writing and signed amendment to this Agreement.
- E. The parties agree to meet at mutually convenient times during the life of this Agreement to review the language of the Agreement and seek mutual understanding on its interpretation.
- F. Individual contracts between the Board and individual bargaining unit members shall be subject to the terms and conditions of the Master Agreement. If any individual contract contains any language inconsistent with this Agreement, this Agreement, for its duration, shall govern.

**ARTICLE XXIII. Alternative Education**

- A. The following secondary level provisions will not apply to Alternative Education staff:
  1. Article 8 (A) (6) [Planning Time]
  2. Article 8 (A) (8) [Maximum of 3 subject preps]
  3. Article 8 (A) (9) [Subbing during prep Period]
- B. For purposes of Article 16 (Seniority) Alternative Education Teachers and Social Workers employed on the date of certification by the Michigan Employment Relations Commission (MERC Case No. R00 C-31, will be given seniority for prior service consistent with the provisions of Article 16 (A).

- C. For purposes of Articles 15 (Vacancies, Transfers and Promotions) and 16 (Seniority, Staff Reductions and Recall), the reassignment of teachers and social workers between the K-12 and alternative education programs is prohibited, unless such transfer would be required under the Michigan Teacher Tenure Act.
- D. Alternative Education staff will participate in open house/student showcase activities.
- E. The following extra duty positions and pay will only be assigned and paid to Alternative Education program staff:
 

	<u>2010-2011</u>
MEAP Facilitator	\$616.82
School Improvement	\$1,233.60
Boy's Basketball Coach	\$616.82
Co-Ed Basketball Coach	\$616.82
Co-Ed Softball Coach	\$616.82
Enrollment/Recruiting	\$18.51

The above amounts will be increased by same percentage as Appendix A in each remaining contract years.

- F. The Board agrees to apply each year for a seat-time waiver for the Alternative Education day program. If such a seat-time waiver is granted by the State of Michigan, the parties agree that 16% of the time granted shall be used for individual preparation time for Alternative Education Staff.

**ARTICLE XXIV. ESEA and Highly Qualified Teacher Status**

- A. The Board and Association recognize that under the federal Elementary and Secondary Education Act (ESEA), sometimes referred to as “No Child Left Behind” Act of 2001, Holt Public Schools must have “highly qualified” teachers in every core subject area teaching assignment no later than June 2006.
- B. Assignments that are considered core subject area assignments will be defined by using the definition of core subject areas within the ESEA legislation and the Michigan Department of Education guidelines.
- C. In order to be considered “highly qualified”, teachers new to the profession must meet the Michigan State Board of Education’s policy for Teacher Certification.
- D. In order to be considered “highly qualified” within a teaching assignment, teachers who are not new to the profession will need to meet the following requirements:
  1. Hold at least a bachelor’s degree
  2. Have full State of Michigan teaching certification
  3. And meet the requirements of one of the following options:
    - a. Pass the MTTC general elementary examination (elementary teachers) and/or subject area examinations (other than those in which the teacher holds a subject area major) for each subject area in which the teacher teaches.  
  
Individuals who hold the old K-8 or 7-8 “All Subject” designation may elect to take and pass the MTTC subject area examination for each subject that he/she is assigned to teach in grades 6-8 if they do not hold a major in the subject. OR
    - b. Possess a graduate degree as defined by the Michigan Department of Education’s guidelines (content/subject specific or education/content related degrees) or have evidence of coursework that is equivalent to an undergraduate major (30 semester credits) in any subject area directly related to appropriate level teaching. OR
    - c. Achieve National Board Certification or credentialing in any subject(s) at an appropriate development level(s). OR

- d. Meet the conditions of the portfolio process in Attachment 1.
- E. For the purpose of Section D (3) above, an ESEA Committee shall be established to conduct an assessment of the option selected and pursued by each teacher seeking “highly qualified” status. The Committee shall be composed of six (6) committee members; three (3) appointed by the Superintendent and three (3) appointed by the Association. Any participation on this committee shall be voluntary. The Committee shall make a determination whether each teacher pursuing “highly qualified” status has met “highly qualified” status through one of the above four (4) options.
- F. The Board of Education and the Association acknowledge that a teacher assigned to a designated core subject area must by the end of the 2005-2006 school year be required by the ESEA to be “highly qualified” (as defined above). A teacher who is not “highly qualified” for his/her teaching assignment shall be granted the first vacancy he/she applies for, provided he/she is “highly qualified” for the vacancy. They further agree that if there is no vacancy for which said teacher is “highly qualified”, said teacher shall be treated under Article XVI Seniority, Staff Reduction, and Recall provisions of this Agreement as if his/her current position had been eliminated.

**ARTICLE XXV. Duration of Agreement**

Once ratified by both parties, this Agreement shall be effective from July 1, 2010 through June 30, 2011. This Agreement shall not be extended orally, and it is expressly understood that it shall expire on the date indicated. At a time mutually agreeable, but not later than April 1, 2011, the parties shall meet to begin negotiations on a successor agreement.

EDUCATION ASSOCIATION

BOARD OF EDUCATION

BY \_\_\_\_\_  
Its President Date

BY \_\_\_\_\_  
Its President Date

BY \_\_\_\_\_  
Its Secretary Date

BY \_\_\_\_\_  
Its Secretary Date

BY \_\_\_\_\_  
Chairman, Negotiation Committee Date

BY \_\_\_\_\_  
Chairman, Negotiation Committee Date



**APPENDIX A: Salary Schedule**

2009-2010

Step	BA	BA + 20	MA	MA + 10	MA + 20
1	\$40,148	\$40,148	\$40,148	\$40,148	\$40,148
2	\$41,472	\$41,758	\$43,810	\$43,810	\$43,810
3	\$42,824	\$43,382	\$44,819	\$44,819	\$44,819
4	\$44,760	\$45,826	\$47,459	\$47,459	\$47,459
5	\$46,762	\$48,265	\$51,104	\$51,104	\$51,104
6	\$49,008	\$50,955	\$53,757	\$54,878	\$56,524
7	\$51,259	\$53,642	\$56,906	\$58,145	\$59,889
8	\$53,508	\$56,331	\$60,054	\$61,468	\$63,312
9	\$55,884	\$59,010	\$63,304	\$64,797	\$66,742
10	\$58,125	\$61,794	\$66,548	\$66,171	\$70,217
11	\$61,084	\$65,001	\$70,465	\$72,231	\$74,440
12	\$63,620	\$67,703	\$73,395	\$75,231	\$77,489

2010-2011

Step	BA	BA + 20	MA	MA + 10	MA + 20
1	\$38,000	\$38,000	\$38,000	\$38,000	\$38,000
2	\$40,850	\$40,850	\$40,850	\$40,850	\$40,850
3	\$42,688	\$42,995	\$43,914	\$43,914	\$43,914
4	\$44,652	\$45,252	\$46,527	\$46,654	\$46,808
5	\$46,706	\$47,628	\$49,295	\$49,565	\$49,892
6	\$48,854	\$50,128	\$52,228	\$52,658	\$53,180
7	\$51,102	\$52,760	\$55,336	\$55,944	\$56,685
8	\$53,452	\$55,530	\$58,628	\$59,435	\$60,420
9	\$55,911	\$58,445	\$62,116	\$63,144	\$64,402
10	\$58,483	\$61,513	\$65,812	\$67,084	\$68,646
11	\$61,173	\$64,743	\$69,728	\$71,270	\$73,170
12	\$63,987	\$68,142	\$73,877	\$75,717	\$77,992

The additional credits +10, +20 refer to additional semester hours

Longevity 2010-2011

\$972 at Step 16

\$972 at Step 20

\$972 at Step 24

\$972 at Step 28

Bargaining unit members shall each receive a \$900 lump-sum payment in the first payment of January, 2011.

The 2010-2011 Salary Schedule above shall apply. If a greater amount appears at a step on the 2009-2010 Salary Schedule that value shall apply in 2010-2011 (except step 1). The difference in these amounts shall be added to the January, 2011 lump sum payment.

**APPENDIX B: Extra-Duty Positions and Salaries**

Extra-duty payments shall be spread evenly over the pay plan chosen by the member as outlined in Article XVIII and made as follows:

Recommendation for Human Resource Action forms of continuing extra-duty positions must be presented to the member prior to the final day of school. Members accepting new extra-duty positions shall receive the forms within fourteen (14) calendar days of accepting the position or the final day of school, whichever is later.

The District shall pay in the first pay of the school year, those extra-duty positions for which documentation has been signed by the appropriate administrator and employee and which are received in the Human Resource Office by July 15.

The District shall pay in the subsequent pays of the school year, those extra-duty positions for which documentation has been signed by the appropriate administrator and employee and which are received in the Human Resource Office after July 15.

1. Percentage rated positions are based on years of experience in the activity and are applied to the bargaining unit member's degree track on the 2009-2010 Appendix A. [For example, teacher on salary step 10 and MA+10 degree lane, who will be coaching golf for the 5<sup>th</sup> year, would be compensated at 7% of the step 5, MA+10 lane salary amount] Bargaining Unit Members new to a percentage rated position after June 30, 2010, shall be compensated based on the 2010-11 Appendix A.

Athletics

Baseball/Softball		
Varsity Coach	9%	
Junior Varsity Coach	7%	
9 <sup>th</sup> Grade Coach	6%	
Basketball		
Varsity Coach	10%	
Junior Varsity Coach	8%	
9 <sup>th</sup> Grade Coach	7%	
8th Grade Coach	6%	
7 <sup>th</sup> Grade Coach	5%	
Bowling		
Varsity Coach	7%	
Cheerleading	Fall	Winter
Varsity & Junior Varsity Advisor	5%	5%
8 <sup>th</sup> & 9 <sup>th</sup> Grade (winter) Advisor	3%	4%
Dance		
Varsity Coach	5%	
Junior Varsity Coach	4%	
Cross Country		
Varsity Coach	7%	
Assistant Coach	6%	
Football		
Varsity Coach	10%	
Junior Varsity Coach	8%	
Head 9 <sup>th</sup> Grade Coach	7%	
Assistant Varsity Coaches	7%	
Assistant Junior Varsity Coaches	7%	

	Assistant 9 <sup>th</sup> Grade Coaches	7%
Golf		
	Varsity Coach	7%
	Junior Varsity Coach	5%
Gymnastics		
	Varsity Coach	9%
Hockey		
	Varsity Coach	9%
Lacrosse		
	Varsity Coach	7%
Soccer		
	Varsity Coach	9%
	Junior Varsity Coach	7%
	Assistant to Varsity Coach	7%
Special Olympics		7%
Swimming		
	Varsity Coach	9%
	Diving Coaches	7%
	9 <sup>th</sup> Grade Coach	5%
Tennis		
	Varsity Coach	7%
	Junior Varsity Coaches	5%
Track		
	Varsity Coach	9%
	Junior Varsity Coaches	7%
	9 <sup>th</sup> Grade Coach	5%
	8 <sup>th</sup> Grade Coach	5%
	7 <sup>th</sup> Grade Coach	5%
Trainer		6%
Volleyball		
	Varsity Coach	9%
	Junior Varsity Coach	7%
	9 <sup>th</sup> Grade Coach	6%
	8 <sup>th</sup> Grade Coach	5%
	7 <sup>th</sup> Grade Coach	5%
Wrestling		
	Varsity Coach	9%
	Assistant to Varsity Coach(es)	7%
	9 <sup>th</sup> Grade Coach	6%
Other Duties:		
	Instructional Technology Coordinator	7%
	Safety Patrol	
	Elementary	4%
	Coordinator	1%
	High School Annual Advisor	10%
	9 <sup>th</sup> Grade Annual Advisor	2%
	Junior High Annual Advisor	2%
	Middle School Annual Advisor	2%
	Debate	7%

Forensics	4%
Forensics Assistant	3%
Equations Team Coach	2%
MCTM Coach	1%
Destination Imagination	1%
Science Olympiad Head Coach (Sr. High)	7%
Science Olympiad Asst. Coach (Sr. High)	5%
Science Olympiad Ind. Coach (Sr. High)	1% (up to a total of 6%)
Science Olympiad Coach	
Elementary	2%
Middle School	5%
Junior High	5%
Science Olympiad Ass't Coach	
Elementary	1% (up to a total of 1%)
Middle School	1% (up to a total of 4%)
Junior High	1% (up to a total of 4%)
International Club Sponsor (Sr. High)	2%
Key Club Sponsor (Sr. High)	2%
Quiz Bowl Coach	7%
Sr. High School Newspaper	5%
Jr. High School Newspaper	2%
Middle School Newspaper	1%
Senior Class Head Sponsor	2%
Junior Class Head Sponsor	3%
Sophomore Class Head Sponsor	1%
Freshman Class Head Sponsor	1%
Bus Duty - Elementary	
0 - 49 students	5%
50 - 75 students	6%
Over 75 students	7%
Should the number of students being supervised exceed 100, a second person shall be hired at the rate of 7% except at those buildings where students are normally loaded within ten (10) minutes of dismissal.	
Fall or Spring Play (once annually)	
Director	5%
Technical Director	2%
Fall or Spring Musical (once annually)	
Director	5%
Vocal Director	2%
Technical Director	2%
Music	
High School	9%
Jr. High School	7%
Middle School	
Instrumental	7%
Vocal	7%
Student Government	
High School Advisor	7%
9 <sup>th</sup> Grade Campus	2%

Junior High	2%
Middle School	2%
Elementary	2%
National Honor Society Advisor	5%
National Jr. Honor Society Advisor (NJHS)	2%
Pre-Honor Society (9 <sup>th</sup> Grade)	2%
Student Forum	2%
SADD Advisor	2%
PAL Advisor	2%
Peer Resistance Advisor	2%
Events Supervisor	1% (up to 4 supervisors)
Building Science/Health Coordinator	1% per elementary building

Bargaining unit members whose extra-duty position is eliminated by Board action and are thus involuntarily terminated from their employment in said position, shall be re-employed under this Appendix if the position is restored, or if they are re-employed at another level within the same activity. For purposes of definition within this Section, basketball for example is considered as an activity.

2. Flat Rate Pay Positions

The following positions shall be paid at the rates below for 2010-2011. These values will be increased by the same percentage as Appendix A in each remaining contract year.

K-12 Grade Level/Department/Subject Chairs

Leading Teams of:	0-3 members (FTE)	\$1,528
	4-6 members (FTE)	\$1,554
	7-9 members (FTE)	\$1,749
	10 or more FTE	\$1,929

- 3. 5/6 Building Health Coordinator \$353
- 4. School Improvement \$135
- 5. Seminar Rate: \$26.02

The seminar rate refers to extra-duty pay for teachers who are employed by the District to work on curriculum and other responsibilities that do not involve teaching students directly.

6. Teaching Seminar Rate: \$32.48

The teaching seminar rate refers to extra-duty pay for teachers who are employed outside of their normal teaching responsibilities and normal teaching hours to teach students in classes such as driver education/summer school.

7. Should the work year for counselors be extended beyond the negotiated school calendar, said counselors shall receive their per diem rate of pay for such periods of work.

8. As of the first day of work in the 1998-99 school year, bargaining unit members who were entitled to be advanced a step on the salary schedule in the 1997-98 school year due to their years of experience shall be advanced so as to reflect said years of experience.

As of the ninety-first (91<sup>st</sup>) day of work in the 1998-99 school year, bargaining unit members who were entitled to be advanced a step on the salary schedule in the 1998-99 school year due to their years of experience shall be advanced so as to reflect said years of experience.

9. In those buildings where there are no bargaining unit members who perform bus supervision on a daily basis, the following shall apply:

- 1. Prior to September 15 in each school year, the Employer shall post a form on which bargaining unit members may register their interest in serving as a bus supervisor in

an emergency situation. Said registration once completed shall be valid for one (1) school year.

2. The registration form shall be posted in each building for five (5) full workdays.
3. An emergency situation shall be defined as an unforeseeable circumstance or series of circumstances which are not expected to recur on a predictable basis.
4. The administration will offer emergency bus supervision duty first to the bargaining unit member who occupied the bus duty position in the 1993-94 school year. Should s/he be unavailable, same shall be offered to a bargaining unit member based upon registered interest and availability at the time of the emergency.
5. Bargaining unit members who supervise the buses as set forth herein shall be compensated at a minimum of one (1) hour at the seminar rate established at Appendix B of the Master Agreement.

**Appendix C: 2010-11 HEA Calendar (Except Horizon)**

**August**

- 27<sup>th</sup> (Fri): New Teacher Orientation
- 30<sup>th</sup> (Mon): Curriculum Leaders Workshop
- 31<sup>st</sup> (Tuesday): All HEA members report; AM Building PD; PM Work Time

**September**

- 1<sup>st</sup> (Wed): AM District PD; PM Work Time
- 2<sup>nd</sup> (Thu): AM District PD; PM Begin Labor Day Weekend
- 7<sup>th</sup> (Tue): First Day of School; 7-12 Fall Term Starts
- 8<sup>th</sup> (Wed): Full Day of School
- 15<sup>th</sup> (Wed): K-6 Early Release PD; 7-12 Late Start PD
- 22<sup>nd</sup> (Wed): K-6 Early Release PD; 7-12 Late Start PD
- 29<sup>th</sup> (Wed): Full Day of School – Count Day

**October** One building selected K-6 IPD during this month

- 6<sup>th</sup> (Wed): K-6 Early Release PD; 7-12 Full Day; 7-8 Evening Conferences
- 7<sup>th</sup> (Thu): 7-12 half day; 7-12 PM Conferences; 9-12 Evening Conferences
- 13<sup>th</sup> (Wed): K-6 Early Release PD; 7-12 Late Start PD
- 20<sup>th</sup> (Wed): K-6 Early Release PD; 7-12 Late Start PD
- 27<sup>th</sup> (Wed): K-6 Early Release PD; 7-12 Late Start PD

**November**

- 3<sup>rd</sup> (Wed): K-6 Early Release IPD; 7-12 Late Start PD
- 8<sup>th</sup>-12<sup>th</sup>: K-6 Conference Week
- 10<sup>th</sup> (Wed): K-6 Full Day; 7-12 Late Start PD
- 11<sup>th</sup> (Thu): K-6 half day
- 12<sup>th</sup> (Fri): K-6 half day
- 17<sup>th</sup> (Wed): K-6 Early Release PD; 7-12 Late Start PD
- 19<sup>th</sup> (Fri): 7-12 half day – Fall Term Exams
- 22<sup>nd</sup> (Mon): 7-12 half day – Fall Term Exams
- 23<sup>rd</sup> (Tue): 7-12 half day – Fall Term Exams
- 24<sup>th</sup> (Wed): Thanksgiving Break Begins
- 29<sup>th</sup> (Mon): School Resumes; 7-12 Winter Term Starts

**December** One building selected K-6 IPD during this month

- 1<sup>st</sup> (Wed): K-6 Early Release PD; 7-12 Late Start PD
- 8<sup>th</sup> (Wed): K-6 Early Release PD; 7-12 Late Start PD
- 15<sup>th</sup> (Wed): K-6 Early Release PD; 7-12 Full Day
- 20<sup>th</sup> (Mon): Winter Holiday Begins

**January**

- 3<sup>rd</sup> (Mon): School Resumes
- 5<sup>th</sup> (Wed): K-6 Early Release PD; 7-12 Late Start PD
- 12<sup>th</sup> (Wed): K-6 Early Release IPD; 7-12 Late Start PD
- 17<sup>th</sup> (Mon): No Students – MLK Day: AM District PD; PM Building PD

- 19<sup>th</sup> (Wed): K-12 Full Day; 9-12 Evening Conferences
- 20<sup>th</sup> (Thu): 7-12 Half Day; 7-12 PM Conferences; 7-8 Evening Conferences
- 26<sup>th</sup> (Wed): K-6 Early Release PD; 7-12 Late Start PD

**February**

- 2<sup>nd</sup> (Wed): K-6 Early Release PD; 7-12 Late Start PD
- 9<sup>th</sup> (Wed): Full Day of School – Count Day
- 16<sup>th</sup> (Wed): K-6 Early Release PD; 7-12 Late Start PD
- 18<sup>th</sup> (Fri): Mid-Winter Break Begins
- 22<sup>nd</sup> (Tue): School Resumes
- 23<sup>rd</sup> (Wed): Full Day of School

**March**

- 2<sup>nd</sup> (Wed): K-6 Early Release IPD; 7-12 Late Start PD
- 7<sup>th</sup>-11<sup>th</sup>: K-6 Conference Week
- 9<sup>th</sup> (Wed): K-6 Full Day; 7-12 Half Day – Winter Term Exams
- 10<sup>th</sup> (Thu): K-6 Half Day; 7-12 Half Day – Winter Term Exams
- 11<sup>th</sup> (Fri): K-6 Half Day; 7-12 Half Day – Winter Term Exams
- 14<sup>th</sup> (Mon): Spring Term Starts
- 16<sup>th</sup> (Wed): K-6 Early Release PD; 7-12 Full Day
- 23<sup>rd</sup> (Wed): K-6 Early Release PD; 7-12 Late Start PD
- 30<sup>th</sup> (Wed): K-6 Early Release PD; 7-12 Full Day

**April**

- One building selected K-6 IPD during this month
- 1<sup>st</sup> (Fri): Spring Break Begins
- 11<sup>th</sup> (Mon): School Resumes
- 13<sup>th</sup> (Wed): K-6 Early Release PD; 7-12 Late Start PD
- 20<sup>th</sup> (Wed): K-6 Early Release PD; 7-12 Late Start PD
- 27<sup>th</sup> (Wed): K-6 Early Release IPD; 7-12 Late Start PD

**May**

- 4<sup>th</sup> (Wed): K-6 Early Rel. PD; 7-12 Late Start PD; 7-8 Eve. Conferences
- 5<sup>th</sup> (Thu): 9-12 Evening Conferences
- 11<sup>th</sup> (Wed): K-6 Early Release PD; 7-12 Late Start PD
- 18<sup>th</sup> (Wed): K-6 Early Release PD; 7-12 Late Start PD
- 25<sup>th</sup> (Wed): K-6 Early Release PD; 7-12 Late Start PD
- 30<sup>th</sup> (Mon): No School – Memorial Day

**June**

- 1<sup>st</sup> (Wed): K-6 Early Release IPD; 7-12 Late Start PD
- 8<sup>th</sup> (Wed): Full Day of School
- 13<sup>th</sup> (Mon): K-6 Early Release IPD; 7-12 Half Day – Spring Term Exams
- 14<sup>th</sup> (Tue): K-6 Early Release IPD; 7-12 Half Day – Spring Term Exams
- 15<sup>th</sup> (Wed): K-6 Early Release; 7-12 Half Day – Spring Term Exam

### Appendix C: 2010-11 HEA Horizon Calendar

#### **August**

- 3<sup>rd</sup> (Tue): AM Building PD; PM Work Time
- 4<sup>th</sup> (Wed): First Day of School
- 11<sup>th</sup> (Wed): K-6 Early Release PD
- 18<sup>th</sup> (Wed): K-6 Early Release PD
- 25<sup>th</sup> (Wed): Full Day

#### **September**

- 1<sup>st</sup> (Wed): No Students; Full Day PD
- 2<sup>nd</sup> (Thu): AM District PD; PM Begin Labor Day Weekend
- 7<sup>th</sup> (Tue): School Resumes
- 8<sup>th</sup> (Wed): Full Day of School
- 15<sup>th</sup> (Wed): K-6 Early Release PD
- 22<sup>nd</sup> (Wed): K-6 Early Release PD
- 29<sup>th</sup> (Wed): Full Day of School – Count Day
- 30<sup>th</sup> (Thu): Fall Break Begins

#### **October** One building selected K-6 IPD during this month

- 11<sup>th</sup> (Mon): School Resumes
- 13<sup>th</sup> (Wed): K-6 Early Release PD
- 20<sup>th</sup> (Wed): K-6 Early Release PD
- 27<sup>th</sup> (Wed): K-6 Early Release PD

#### **November**

- 3<sup>rd</sup> (Wed): K-6 Early Release IPD
- 8<sup>th</sup>-12<sup>th</sup>: K-6 Conference Week
- 10<sup>th</sup> (Wed): K-6 Full Day
- 11<sup>th</sup> (Thu): K-6 half day
- 12<sup>th</sup> (Fri): K-6 half day
- 17<sup>th</sup> (Wed): K-6 Early Release PD
- 22<sup>nd</sup> (Mon): Thanksgiving Break Begins
- 29<sup>th</sup> (Mon): School Resumes

#### **December** One building selected K-6 IPD during this month

- 1<sup>st</sup> (Wed): K-6 Early Release PD
- 8<sup>th</sup> (Wed): K-6 Early Release PD
- 15<sup>th</sup> (Wed): K-6 Early Release PD
- 20<sup>th</sup> (Mon): Winter Holiday Begins

#### **January**

- 3<sup>rd</sup> (Mon): School Resumes
- 5<sup>th</sup> (Wed): K-6 Early Release PD

- 12<sup>th</sup> (Wed): K-6 Early Release PD
- 17<sup>th</sup> (Mon): No Students – MLK Day: AM District PD; PM Work Time
- 19<sup>th</sup> (Wed): K-12 Full Day
- 26<sup>th</sup> (Wed): K-6 Early Release PD

#### **February**

- 2<sup>nd</sup> (Wed): K-6 Early Release PD
- 9<sup>th</sup> (Wed): Full Day of School – Count Day
- 14<sup>th</sup> (Mon): Mid-Winter Break Begins
- 28<sup>th</sup> (Mon): School Resumes

#### **March**

- 2<sup>nd</sup> (Wed): K-6 Early Release IPD
- 7<sup>th</sup>-11<sup>th</sup>: K-6 Conference Week
- 9<sup>th</sup> (Wed): K-6 Full Day
- 10<sup>th</sup> (Thu): K-6 Half Day
- 11<sup>th</sup> (Fri): K-6 Half Day
- 16<sup>th</sup> (Wed): K-6 Early Release PD
- 23<sup>rd</sup> (Wed): K-6 Early Release PD
- 30<sup>th</sup> (Wed): K-6 Early Release PD

#### **April**

- One building selected K-6 IPD during this month
- 1<sup>st</sup> (Fri): Spring Break Begins
- 18<sup>th</sup> (Mon): School Resumes
- 20<sup>th</sup> (Wed): K-6 Early Release PD
- 27<sup>th</sup> (Wed): K-6 Early Release PD

#### **May**

- 4<sup>th</sup> (Wed): K-6 Early Rel. PD
- 11<sup>th</sup> (Wed): K-6 Early Release PD
- 18<sup>th</sup> (Wed): K-6 Early Release PD
- 25<sup>th</sup> (Wed): K-6 Early Release PD
- 26<sup>th</sup> (Thu): Memorial Day Weekend Begins

#### **June**

- 1<sup>st</sup> (Wed): School Resumes; Full Day
- 8<sup>th</sup> (Wed): K-6 Early Release PD
- 15<sup>th</sup> (Wed): K-6 Early Release PD
- 20<sup>th</sup> (Mon): K-6 Early Release IPD
- 21<sup>st</sup> (Tue): K-6 Early Release IPD
- 22<sup>nd</sup> (Wed): K-6 Early Release, PM Work Time



**APPENDIX D: ESEA “Highly Qualified” CONTENT AREA RUBRIC**

Holt Public Schools  
Content Area Rubric

(Pursuant to requirements mandated by the Elementary and Secondary Education Act)

**Name:** \_\_\_\_\_

**Building:** \_\_\_\_\_

**TO BE COMPLETED FOR EACH SUBJECT AREA ENDORSEMENT**

Core Academic/Subject Area being assessed \_\_\_\_\_

**MUST INCLUDE ALL ARTIFACTS AND ATTACHMENTS where appropriate**  
**Achieve 100 points or more on the “Content Area Rubric”. Each teacher must accumulate points in all 4 areas of the rubric, regardless of the final total points.**

<b>Years of Teaching Experience</b>	<b>College Level Course Work in the Content Area</b>
Experience must be in the endorsement/subject area/content area  <b>Attach letters of assignment and evaluations</b>	Must be Content Specific to the endorsement: <ul style="list-style-type: none"> <li>• A 3 hour content course equals 9 points (Some education coursework may be appropriate, if the course balances content and pedagogy.)</li> <li>• List Course Titles: i.e., Calculus II, 4 credits = 12 pts</li> </ul> * Attach Transcript Attach Artifacts: 3 consecutive lesson plans, based on the MI Curriculum Framework, examples of student work from the lessons, and examples of assessments of the lessons
10 points per year – maximum 50 points	3 points per credit hour
# Years:	# Semester Credit Hour:
<b>TOTAL POINTS:</b>	<b>TOTAL POINTS:</b>

<b>Content Specific Professional Development Activities</b>	<b>Service to the Content Area</b>
<p>Must be Content Specific to the endorsement</p> <ul style="list-style-type: none"> <li>• Completed portfolio for National Board Certification (5 points – Attach verification)</li> </ul> <p><u>One point per six hour day, up to five points, for any of the following:</u></p> <ul style="list-style-type: none"> <li>• Served on a committee that developed, selected or evaluated content standards</li> <li>• Served on a committee that aligned local content standards with state standards</li> <li>• Served on a committee to develop, validate, or evaluate content assessments</li> <li>• Participation at local, regional, state, or national professional conferences/seminars/workshops</li> <li>• Participation in Action Research or study groups</li> <li>• Other: attach detailed description</li> </ul> <p><b>Attach: MDE Professional Development Log</b>  <b>Attach: a reflection on how your professional development has been translated into improvement of teaching practice and/or instructional strategies</b></p>	<p>Must be Content Specific to the endorsement</p> <p><u>3 points for the following</u></p> <ul style="list-style-type: none"> <li>• Officer in a regional, state, or national professional content organization</li> <li>• Content instructor at an Institute of Higher Education</li> <li>• NBPTS Assessor</li> <li>• Other: attach detailed description</li> </ul> <p><u>2 points for the following</u></p> <ul style="list-style-type: none"> <li>• Content presentations at the district level</li> <li>• Department chair or team leader</li> <li>• Mentor teacher</li> <li>• Cooperating teacher for student teacher</li> </ul> <p><u>1 point for the following</u></p> <ul style="list-style-type: none"> <li>• Current membership in a regional, state, or national professional content organization</li> </ul> <p><b>Attach appropriate documentation</b></p>
<p>Up to 5 points per year documented activity (5 year recency limit)</p>	<p>Up to 3 points per year documented service (5 year recency limit)</p>
<p># Activities:</p>	<p># Services:</p>
<p>TOTAL POINTS:</p>	<p>TOTAL POINTS:</p>
	<p>GRAND TOTAL:</p>

**APPENDIX E:**            **Teacher Evaluation Process**

Holt Public Schools  
Standards for Professional Practice for Teachers  
and  
Teacher Evaluation Process

PURPOSE

Student learning is paramount to Holt Public Schools. The purpose of the teacher evaluation process is to continuously improve quality instruction as it impacts student achievement.

BELIEF STATEMENTS

- We believe that the district culture must shift from providing an opportunity for student learning to expecting and supporting high levels of achievement for all students.
- We believe a combination of strong leadership, organizational support and teacher motivation maximize professional growth during a teacher's career.
- We believe the process of supervision and teacher evaluation, when integrated with professional development, promotes continuous improvement of student learning.
- We believe that, if expectations and standards are clearly articulated and shared among teachers, students and families, then the quality of teaching and learning will improve.
- We believe educators are strong learners.
- We believe aligned curriculum and good instruction will result in high achievement for all students.
- We believe self-assessment, reflection and collaborative dialogue with colleagues promote best professional practice.

DESCRIPTION

The standards and teacher evaluation process provides a framework of expectations and support for a process that accomplishes the purpose stated above and reflects the shared beliefs.

This differentiated process was designed to promote continuous improvement in teachers' reflection and practice throughout their career.

OVERVIEW OF TEACHER EVALUATION PROCESS

<b><u>ARTICLE I. Standards for Professional Practice for Teachers</u></b>	
Domain 1. Professional Knowledge	Domain 4. Continuous Assessment
Domain 2. Planning and Preparation	Domain 5. Classroom Environment
Domain 3. Quality Instruction	Domain 6. Professionalism

<p>Track I Initial Professional Development</p> <p><b>Who:</b></p> <ul style="list-style-type: none"> <li>Teachers new to the district</li> <li>Probationary teachers</li> </ul> <p><b>Purpose:</b></p> <ul style="list-style-type: none"> <li>To ensure that the six Domains within the Standards for Professional Practice for Teachers are understood, accepted and demonstrated</li> <li>To provide support in implementing the components and elements in the Domains</li> <li>To provide accountability for decisions to continue employment</li> </ul> <p><b>Process:</b></p> <ul style="list-style-type: none"> <li>Initial assessment using Standards for Professional Practice for Teachers by Teacher and Principal.</li> <li>Teacher and Principal complete Analysis Worksheet</li> <li>Collaborative development of Individualized Development Plan</li> <li>Three formal classroom observations, feedback and dialogue</li> <li>Discussion of professional practices</li> <li>Summative evaluation by administrator</li> </ul>	<p>Track II Ongoing Professional Growth</p> <p><b>Who:</b></p> <ul style="list-style-type: none"> <li>Tenured teachers who consistently demonstrate successful practices in the six Domains within the Standards for Professional Practice for Teachers</li> </ul> <p><b>Purpose:</b></p> <ul style="list-style-type: none"> <li>To enhance professional growth</li> <li>To promote reflection on practice</li> <li>To positively impact student learning</li> </ul> <p><b>Process:</b></p> <ul style="list-style-type: none"> <li>Initial self assessment using Standards for Professional Practice by teacher.</li> <li>Teacher and Principal use teacher completed Analysis Worksheet to establish goals.</li> <li>Individual teacher or teacher teams develop a Professional Growth Plan</li> <li>Observations and discussion of teacher performance</li> <li>Feedback to teacher</li> <li>Collaboration between teacher and administrator</li> <li>Summative evaluation by teacher and administrator</li> </ul>	<p>Track III Specific Professional Development</p> <p><b>Who:</b></p> <p>Tenured teachers who need specific support. Tenured teachers in need of improvement in identified area(s) within the Standards for Professional Practice.</p> <p><b>Purpose:</b></p> <ul style="list-style-type: none"> <li>To provide a more structured process for a tenured teacher who needs specific support and/or needs improvement.</li> <li>To provide due process for disciplinary action leading to discharge.</li> </ul> <p><b>Phases:</b></p> <ul style="list-style-type: none"> <li>Assistance</li> <li>Disciplinary or Competency</li> </ul> <p><b>Process:</b></p> <ul style="list-style-type: none"> <li>Initial assessment using Standards for Professional Practice for Teachers by Teacher and Principal.</li> <li>Teacher and Principal complete Analysis Worksheet</li> <li>Creation of Individualized Development Plan as directed by administrator</li> <li>Formal observations and feedback, focused on identified areas of needed improvement in teacher’s performance</li> <li>Summative evaluation by administrator</li> </ul>
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# Holt Public Schools Standards for Professional Practice for Teachers

<p><b>Domain 1: PROFESSIONAL KNOWLEDGE</b> <i>Teacher possesses comprehensive professional knowledge</i></p> <ul style="list-style-type: none"> <li>• Teacher understands how students develop and learn</li> <li>• Teacher knows and understands how knowledge in his/her subject(s) is created, organized, and linked to other subjects</li> <li>• Teacher commands specialized knowledge of how to convey a subject to his/her students</li> <li>• Teacher knows the district curriculum for the subject(s) s/he teaches and can connect to state Grade-Level Content Expectations and the Michigan Standards for Authentic Instruction</li> <li>• Teacher understands and applies the Michigan Standards for Authentic Instruction</li> <li>• Teacher knows how effective learner-centered classrooms operate</li> <li>• Teacher has knowledge of the school's communities</li> </ul>	<p><b>Domain 2: PLANNING &amp; PREPARATION</b> <i>Teacher plans appropriately for assessments, lessons, units and courses</i></p> <ul style="list-style-type: none"> <li>• Plans take into account students' current cognitive development</li> <li>• Students' own experiences, questions, or community context figure prominently in lesson and unit design</li> <li>• Plans draw on students' prior knowledge</li> <li>• Plans reflect a deep understanding of the subject matter</li> <li>• Plans include multiple representations for the subject matter</li> <li>• Plans reflect the defined curriculum: district curriculum, Michigan Grade-Level Content Expectations</li> <li>• Plans reflect the State of Michigan's Standards of Authentic Instruction</li> <li>• Plans include methods that promote fairness and justice given a student's language, ethnicity, gender and possible learning challenges</li> </ul>
<p><b>Domain 3: QUALITY INSTRUCTION</b> <i>Teacher implements effective instruction</i></p> <ul style="list-style-type: none"> <li>• Instruction is differentiated for students' diverse learning needs</li> <li>• Instruction engages students in higher-order thinking, deep knowledge, substantive conversation, and connections beyond the classroom that make subject matter meaningful</li> <li>• The goal(s) of each unit and the outcome(s) of each lesson are clear to students from the outset</li> <li>• A variety of representations of the content is apparent and related to the central topic or theme</li> <li>• Students' prior knowledge, experience and questions play a prominent role in the lessons and units</li> <li>• Lessons and units engage every student in an equitable way considering a student's language, ethnicity, gender, and possible learning challenges</li> </ul>	<p><b>Domain 4: CONTINUOUS ASSESSMENT</b> <i>Teacher continuously assesses students, themselves, and his/her programs and effectively communicates results</i></p> <ul style="list-style-type: none"> <li>• Teacher assesses the developmental academic achievement level of each student</li> <li>• Teacher uses formative assessments to give students timely feedback on their progress toward district and state standards</li> <li>• Teacher's summative assessments relate to district-wide expectations and reporting is timely</li> <li>• Assessments match instructional goals and delivery</li> <li>• Assessments inform and guide instruction</li> <li>• Students are involved in assessing their own learning</li> <li>• Assessments are fair and just considering a student's language, ethnicity, gender and possible learning challenges</li> </ul>
<p><b>Domain 5: CLASSROOM ENVIRONMENT</b> <i>Teacher establishes an environment conducive to learning, including both the physical and interpersonal aspects</i></p> <ul style="list-style-type: none"> <li>• Teacher creates a physical environment that engages all students</li> <li>• Teacher establishes a climate that promotes caring, fairness and respect</li> <li>• Teacher promotes social development and responsibility</li> <li>• Teacher establishes and maintains expectations for student behavior</li> <li>• Teacher plans and implements classroom procedures and routines that support student learning</li> <li>• Teacher uses instructional time effectively</li> <li>• Students are motivated to attain high standards</li> </ul>	<p><b>Domain 6: PROFESSIONALISM</b> <i>Teacher displays professionalism in all aspects of his/her role</i></p> <ul style="list-style-type: none"> <li>• Teacher demonstrates respect, care and sensitivity for all students, parents and colleagues</li> <li>• Teacher demonstrates a commitment to all students' learning</li> <li>• Teacher is an ambassador for Holt Public Schools in the community and professional groups</li> <li>• Teacher demonstrates a balanced, mature approach to the rigors of the profession</li> <li>• Teacher collaborates with colleagues to improve programs and professional practice</li> <li>• Teacher reflects on his/her practice and challenges himself/herself to improve and grow</li> <li>• Teacher models the traits of an effective learner-centered learning community</li> <li>• Teacher accurately and efficiently manages his/her multiple duties</li> <li>• Teacher engages parents in their child's learning</li> </ul>

# **Standards for Professional Practice for Teachers Holt Public Schools**

## **Domain 1: PROFESSIONAL KNOWLEDGE**

*Teacher possesses comprehensive professional knowledge*

- Teacher understands how students develop and learn
- Teacher knows and understands how knowledge in subject matter is created, organized, and linked to other subjects
- Teacher commands specialized knowledge of how to convey a subject to his/her students
- Teacher knows the district curriculum for the subject(s) s/he teaches and can connect to state Grade-Level Content Expectations and the Michigan Standards for Authentic Instruction
- Teacher understands and applies the Michigan Standards for Authentic Instruction
- Teacher knows how effective learner-centered classrooms operate
- Teacher has knowledge of the school's communities

**DOMAIN 1: PROFESSIONAL KNOWLEDGE: Teacher possesses comprehensive professional knowledge**

ELEMENT	LEVEL OF PERFORMANCE			
	Unsatisfactory	Rudimentary	Proficient	Distinguished
<b>Teacher understands how students develop and learn</b>	Teacher exhibits minimal knowledge of research findings or theories related to how students learn and develop. Knowledge may be inaccurate or misapplied in teaching practice.	Teacher possesses some knowledge of the findings of research or specific characteristics of theory related to how students learn and develop. This knowledge may have little influence on teaching practice, or a single perspective may dominate teaching practice.	Teacher possesses and can articulate knowledge of findings of research and specific characteristics of multiple theories related to how students learn and develop. This knowledge advances teaching practice.	Teacher possesses and can articulate extensive knowledge of the findings of research and specific characteristics of multiple theories related to how students learn and develop. This knowledge continues to grow and shapes exemplary teaching practice.
<b>Teacher knows and understands how knowledge in his/her subject(s) is created, organized, and linked to other subjects</b>	Teacher exhibits minimal knowledge of the ideas and themes of his/her subject(s) and its links to other subjects beyond basic skills. Teaching practice is influenced primarily by knowledge of skills and skill sequence.	Teacher possesses some knowledge of the ideas and themes of his/her subject(s) and its links to other subjects. Teaching practice is influenced by knowledge of skills, ideas and themes of the subject(s).	Teacher possesses and can articulate knowledge of the relationships among skills, ideas, and themes of his/her subject(s) and its links to other subjects. This knowledge advances teaching practice.	Teacher possesses and can articulate extensive knowledge of the relations among skills, ideas, and themes of his/her subject(s) how knowledge is/has developed in that subject and is linked to other subjects. This knowledge continues to grow and shapes exemplary teaching practice.
<b>Teacher commands specialized knowledge of how to convey a subject to his/her students</b>	Teacher exhibits minimal knowledge of instructional methods. The teacher exhibits little variation in instructional practice.	Teacher possesses knowledge of a few instructional methodologies and pedagogical theories. The teacher exhibits little variation in instructional practice.	Teacher possesses and can articulate knowledge of multiple instructional methodologies and pedagogical theories. The teacher uses this knowledge to elect appropriate methods for varied teaching purposes.	Teacher possesses and can articulate extensive knowledge of multiple instructional methodologies and pedagogical theories. The teacher artfully uses this knowledge to select appropriate and varied instructional strategies given student needs, content demands, and teaching purposes.
<b>Teacher knows the district curriculum for the subject(s) s/he teaches and can connect to Michigan Grade- Level Content Expectations and the Michigan Standards for Authentic Instruction</b>	Teacher is unaware of the essential understandings of the district curriculum for the subjects s/he teaches and does not connect to the Michigan Grade-Level Content Expectations and the Michigan Standards for Authentic Instruction.	Teacher inconsistently displays essential understandings of the district curriculum for the subjects s/he teaches and can not connect to the Michigan Grade-Level Content Expectations and the Michigan Standards for Authentic Instruction.	Teacher consistently displays essential understandings of the district curriculum for the subjects s/he teaches and can connect to the Michigan Grade-Level Content Expectations and the Michigan Standards for Authentic Instruction.	Teacher consistently displays an in-depth, clear commitment to rigorous standards and essential understandings of the district curriculum for the subjects s/he teaches and can connect to the Michigan Grade-Level Content Expectations and the Michigan Standards for Authentic Instruction.
<b>Teacher knows how effective learner-centered classrooms operate</b>	Teacher displays inadequate knowledge and/or interest in effective learner-centered classroom operations.	Teacher displays partial knowledge of effective learner-centered classroom operations.	Teacher displays knowledge of effective learner-centered classroom operations.	Teacher displays knowledge of effective learner-centered classroom operations and can transfer that knowledge to multiple educational settings.
<b>Teacher has knowledge of the school's communities</b>	Teacher is not familiar with the neighborhoods, demographics, or history of the school's communities.	Teacher displays a basic understanding of the demographics of the school's communities and the implications of those demographics, along with a sense of the community and its goals.	Teacher displays a thorough understanding of the demographics of the school's communities and draws upon those demographics, along with a sense of the community and its goals, in classroom practice.	Teacher continues to learn about the school's communities, participates in community activities, and draws demographic, ethnic, and historical information into lessons and units.

# **Standards for Professional Practice for Teachers Holt Public Schools**

## **Domain 2: PLANNING & PREPARATION**

*Teacher plans appropriately for assessments, lessons, units, and courses*

- Plans take into account students' current cognitive development
- Students' own experiences, questions, or community context figure prominently in lesson and unit design
- Plans draw on students' prior knowledge
- Plans reflect a deep understanding of the subject matter
- Plans include multiple representations for the subject matter
- Plans reflect the defined curriculum: district curriculum, Michigan Grade-Level Content Expectations
- Plans reflect the State of Michigan's Standards of Authentic Instruction
- Plans include methods that promote fairness and justice given a student's language, ethnicity, gender and possible learning challenges



DOMAIN 2: PLANNING & PREPARATION: Teacher plans appropriately for assessments, lessons, units and courses.

ELEMENT	LEVEL OF PERFORMANCE			
	Unsatisfactory	Rudimentary	Proficient	Distinguished
<b>Plans take into account students' current cognitive development</b>	Teacher's plans show minimal knowledge of developmental characteristics of age group.	Teacher's plans display generally accurate knowledge of developmental characteristics of age group.	Teacher's plans display thorough understanding of typical developmental characteristics of age group as well as exceptions to general patterns.	Teacher's plans display thorough understanding of typical developmental characteristics of age group as well as exceptions to general patterns and the extent to which each student follows patterns.
<b>Students' own experiences, questions, interests, or community context figure prominently in lesson and unit design</b>	Teacher's plans display little knowledge of students' interests or cultural heritage and does not indicate that such knowledge is valuable.	Teacher's plans display some knowledge of students' interests or cultural heritage but the inclusion is inconsistent.	Teacher's plans display thorough and consistent use of knowledge of students' interests or cultural heritage.	Teacher's plans consistently display extensive knowledge of students' interests or cultural heritage and active use of those factors.
<b>Plans draw on students' prior knowledge</b>	Teacher's plans display minimal knowledge of students' skills and knowledge and do not indicate that such knowledge is valuable.	Teacher recognizes the value of understanding student skills and knowledge but plans reflect this only for the class as a whole.	Teacher implements knowledge of students' skills and knowledge for groups of students and recognizes the value of this knowledge.	Teacher implements knowledge of students' skills and knowledge for each student, including those with special needs.
<b>Plans include multiple representations for the subject matter</b>	Teacher's plans represent subject matter in a single way.	Teacher's plans include multiple representations of subject matter but are not clear or do not facilitate student learning.	Teacher's plans include distinct multiple representations of subject matter that facilitate student learning.	Teacher's plans include distinct multiple representations of subject matter that facilitate student learning that includes synthesis of representations or construction of student-generated new representations.
<b>Plans reflect the defined curriculum: district curriculum and/or Michigan Grade-Level Content Expectations</b>	Teacher's plans rely solely textbook or other materials with no attention to discrepancies between materials and defined curriculum.	Teacher's plans incorporate the defined curriculum but minor discrepancies exist; or, sequencing and connections between topics are not clear.	Teacher's plans are based directly on defined curriculum, with clear sequencing and connections between topics.	Teacher's plans are based directly on the defined curriculum, are all inclusive of requirements, with artful design of topic sequencing and connections.
<b>Plans reflect the State of Michigan's Standards of Authentic Instruction</b>	Teacher's plans exclusively focus on basic skills and knowledge.	Teacher's plans show some higher-order thinking, deep knowledge development, substantive conversation, or connections to the world beyond the classroom.	Teacher's plans incorporate higher-order thinking, deep knowledge development, substantive conversation, or connections to the world beyond the classroom.	Teacher's plans require higher-order thinking, deep knowledge development, substantive conversation, and connections to the world beyond the classroom.
<b>Plans include methods that promote fairness and justice given a student's language, ethnicity, gender and possible learning challenges</b>	Teacher's plans neglect methods that promote fairness and justice.	Teacher's plans reflect methods that begin to promote fairness and justice given a student's language, ethnicity, gender and possible learning challenges.	Teacher's plans consistently incorporate methods that promote fairness and justice given a student's language, ethnicity, gender and possible learning challenges.	Teacher's plans consistently incorporate methods that promote fairness and justice given a student's language, ethnicity, gender and possible learning challenges and include encouragement for students to do the same.

# **Standards for Professional Practice for Teachers Holt Public Schools**

## **Domain 3: QUALITY INSTRUCTION**

*Teacher implements effective instruction*

- Instruction is differentiated for students' diverse learning needs
- Instruction engages students in higher-order thinking, deep knowledge, substantive conversation, and connections beyond the classroom that make subject matter meaningful
- The goal(s) of each unit and the outcome(s) of each lesson are clear to students from the outset
- A variety of representations of the content is apparent and related to the central topic or theme
- Students' prior knowledge, experience and questions play a prominent role in the lessons and units
- Lessons and units engage every student in an equitable way considering a student's language, ethnicity, gender, and possible learning challenges

DOMAIN 3: QUALITY INSTRUCTION: Teacher implements effective instruction

ELEMENT	LEVEL OF PERFORMANCE			
	Unsatisfactory	Rudimentary	Proficient	Distinguished
<b>Instruction is differentiated for students' diverse learning needs</b>	Teacher shows inflexibility and/or disregard for students' diverse learning needs.	Teacher inconsistently meets the instructional needs of various learners within the classroom.	Teacher consistently and intentionally differentiates instruction for students' diverse learning needs.	Students work together as a community of learners, supporting and challenging each other in a variety of ways. Instruction is rigorous and challenging, yet the classroom supports all learners.
<b>Instruction engages students in higher-order thinking, deep knowledge, substantive conversation, and connections beyond the classroom that make subject matter meaningful</b>	Teacher is unaware and/or unwilling to incorporate standards of authentic instruction.	Teacher is aware of and willing to explore high standards of authentic instruction yet struggles to incorporate these in lessons consistently.	Teacher consistently and intentionally makes subject matter meaningful by engaging all students in higher-order thinking, deep knowledge, substantive conversation, and connections beyond the classroom.	Teacher facilitates student-initiated activities that promote higher-order thinking, deep knowledge, substantive conversation and connections beyond the classroom.
<b>The goal(s) of each unit and the outcome(s) of each lesson are clear to students from the outset</b>	Teacher is unable to convey the desired goals and outcomes of a lesson or unit.	Students may be able to articulate the goals and outcomes of instruction yet have limited understanding of levels of achievement.	Teacher consistently and intentionally makes the goals and outcomes of a lesson and unit clear, understandable, and motivating to students.	Students push themselves to go beyond desired outcomes and/or understand how goals and outcomes relate to larger concepts and themes.
<b>A variety of representations of the content is apparent and related to the central topic or theme</b>	Teacher shows limited ability to come up with alternative models or methods for a learning goal. Teacher may blame students or earlier teachers for misunderstanding.	Teacher uses multiple approaches to lesson topics but these may not tie together or make sense to some students. There are inconsistent results.	Teacher demonstrates the strength of multiple representations to students and intentionally challenges students to consider other ways of thinking.	Students demonstrate multiple representations of lesson and unit content, showing flexibility and creativity in their thinking.
<b>Students' prior knowledge, experience and questions play a prominent role in the lessons and units</b>	Teacher neglects students' prior knowledge, experience and questions and tends to rely solely on textbook or curriculum materials.	Teacher incorporates students' prior knowledge and experience in rudimentary ways, for example, asking students if they need help or clarification.	Teacher consistently links activities to prior lessons, assessment data, and students' own questions and experiences.	Students collaboratively define learning experiences relating to their own life experiences and future goals. Teacher inspires students to self-initiate daily.
<b>Lessons and units engage every student in an equitable way considering a student's language, ethnicity, gender, and possible learning challenges</b>	Teacher neglects attention to, or shows disrespect for, differences and commonalities among students. The environment encourages student disengagement.	Teacher inconsistently encourages respect for and inclusion of some students in the classroom community.	Teacher intentionally creates classroom experiences that demonstrate the strengths and talents of every student in various ways. Students with a variety of learning needs and perspectives are part of the classroom community.	All students feel respected and included in the classroom at all times. Students are engaged, energetic, enthused, and encouraging of each other.

## **Standards for Professional Practice for Teachers Holt Public Schools**

### **Domain 4: CONTINUOUS ASSESSMENT**

*Teacher continuously assesses students, themselves, and his/her programs and effectively communicates results*

- Teacher assesses the developmental academic achievement level of each student
- Teacher uses formative assessments to give students timely feedback on their progress toward district and state standards
- Teacher's summative assessments relate to district-wide expectations and reporting is timely
- Assessments match instructional goals and delivery
- Assessments inform and guide instruction
- Students are involved in assessing their own learning
- Assessments are fair and just considering a student's language, ethnicity, gender and possible learning challenges

DOMAIN 4: CONTINUOUS ASSESSMENT: Teacher continuously assesses students, themselves, and their programs and effectively communicates results.

ELEMENT	LEVEL OF PERFORMANCE			
	Unsatisfactory	Rudimentary	Proficient	Distinguished
<b>Teacher assesses the developmental academic achievement level of each student</b>	Teacher uses few assessments and is inflexible in method of assessments.	Teacher sometimes implements multiple methods of assessment that may document growth in student learning.	Teacher consistently implements multiple methods of assessment that documents growth in student learning.	Students are actively involved in creation of methods of assessment that will promote a high level of growth in personal learning.
<b>Teacher uses formative assessments to give students timely feedback on their progress toward district and state standards</b>	Teacher does not provide students timely feedback from formative assessments.	Teacher inconsistently uses formative assessments to communicate progress to students.	Teacher consistently uses formative assessments to communicate progress to students.	Teacher uses formative assessments and specific feedback as a way to support students in goal setting to achieve progress towards district and state standards.
<b>Teacher's summative assessments relate to district-wide expectations and reporting is timely</b>	Teacher's summative assessments do not reflect district-wide curriculum and/or are reported in an untimely manner.	Teacher's summative assessments inconsistently reflect district-wide curriculum and/or are reported in an untimely manner.	Teacher's summative assessments most often reflect district-wide curriculum and are reported in a timely manner.	Teacher's summative assessments always reflect district-wide curriculum and are reported in a timely manner.
<b>Assessments match instructional goals and delivery</b>	Content and methods of assessment lack congruence with instructional goals.	Some of the instructional goals are assessed through the appropriate methods of assessment, but many are not.	All of the instructional goals are nominally assessed through the proposed plan, but the methods of assessments are more suitable to some goals than to others.	The methods of assessment are completely congruent with the instructional goals, both in content and process.
<b>Assessments inform and guide instruction</b>	The assessment results affect planning for students only minimally.	Teacher uses assessment results to plan for the class as a whole.	Teacher uses assessment results to plan for individuals and groups of students.	Students are aware of how they are meeting the established standards and participate in planning the next steps.
<b>Students are involved in assessing their own learning</b>	The assessment approach lacks clear criteria or standards. Students are not involved in the assessment process.	Assessment criteria and standards have been developed, but they are either not clear or have not been clearly communicated to students.	Assessment criteria and standards are clear and have been clearly communicated to students.	Assessment criteria and standards are clear and have been clearly communicated to students. There is evidence that students contributed to the development of the criteria and standards.
<b>Assessments are fair and just considering a student's language, ethnicity, gender and possible learning challenges</b>	Teacher ignores the existence of bias in the test design. Assessments do not reflect student achievement of instructional goals.	Teacher is inconsistent in recognizing bias in test design. Assessments sometimes reflect student achievement of instructional goals.	Teacher consistently recognizes and attempts to eliminate bias in test design. Assessments reflect student achievement of instructional goals.	Teacher eliminates bias in test design. Assessments reflect student's achievement of instructional goals. There is evidence of student involvement in test design.

# **Standards for Professional Practice for Teachers Holt Public Schools**

## **Domain 5: CLASSROOM ENVIRONMENT**

*Teacher establishes an environment conducive to learning,  
including both the physical and interpersonal aspects*

- Teacher creates a physical environment that engages all students
- Teacher establishes a climate that promotes caring, fairness and respect
- Teacher promotes social development and responsibility
- Teacher establishes and maintains expectations for student behavior
- Teacher plans and implements classroom procedures and routines that support student learning
- Teacher uses instructional time effectively
- Students are motivated to attain high standards

DOMAIN 5: CLASSROOM ENVIRONMENT: Teacher establishes an environment conducive to learning, including both the physical and interpersonal aspects of the environment.

ELEMENT	LEVEL OF PERFORMANCE			
	Unsatisfactory	Rudimentary	Proficient	Distinguished
<b>Teacher creates a physical environment that engages all students</b>	Teacher's use of physical resources hinders learning.	Teacher's use of physical resources allows for student learning.	Teacher's skillfully uses physical resources that promote student learning.	Both teacher and students use physical resources optimally. Students ensure that all learning is equitably accessible to all students.
<b>Teacher establishes a climate that promotes caring, fairness and respect</b>	Teacher interaction with some students is negative, demeaning, or sarcastic or inappropriate to the age or culture of the students. Students exhibit disrespect for teacher.	Teacher - student interactions are generally appropriate but may reflect occasional inconsistencies, favoritism, or disregard for students' cultures. Students exhibit only minimal respect for teacher.	Teacher – student interactions are friendly and demonstrate general warmth, caring, and respect. Such interactions are appropriate to developmental and cultural norms. Students exhibit respect for teacher.	Teacher demonstrates genuine caring and respect for individual students. Students exhibit respect for teacher as an individual, beyond that the role, and for each other.
<b>Teacher promotes social development and responsibility</b>	Students' interactions are characterized by conflict, sarcasm, put-downs.	Students do not demonstrate negative behavior toward one another.	Student interactions are generally polite and respectful, and students take responsibility for their actions.	Students demonstrate genuine care and respect for one another, and take responsibility for their actions and those of the group.
<b>Teacher establishes and maintains expectations for student behavior</b>	Expectations for student behavior have not been established, or students are confused as to what the standards are.	Expectations for student behavior have been established for most situations, and most students seem to understand them.	Expectations for student behavior are clear to all students and serve as a guide for appropriate behavior. Students exhibit the expectations for student behavior	Expectations for student behavior have been developed with student participation and are clear to all students. Students exhibit the expectations for student behavior.
<b>Teacher plans and implements classroom procedures and routines that support student learning</b>	Instructional goals and activities, interactions, and the classroom environment convey only modest expectations for student achievement.	Instructional goals and activities, interactions, and the classroom environment convey inconsistent expectations for student achievement.	Instructional goals and activities, interactions, and the classroom environment consistently convey high expectations for student achievement.	Both students and teacher establish and maintain, through planning of learning activities, interactions, and the classroom environment, high expectations for the learning of all students.
<b>Teacher uses instructional time effectively</b>	Transitions and non-instructional duties are inefficient, resulting in considerable loss of instructional time.	Transitions and non-instructional duties are somewhat efficient, resulting in some loss of instructional time.	Transitions and non-instructional duties occur smoothly, resulting in little loss of instructional time.	Transitions and non-instructional duties are seamless, with students assuming some responsibility for efficient operation.
<b>Students are motivated to attain high standards</b>	Students demonstrate little or no pride in their work. They seem to be motivated by the desire to complete a task rather than do high-quality work.	Students minimally accept the responsibility to do "good work" but invest little of their energy in the quality of work.	Students accept teacher insistence on work of high quality and demonstrate pride in that work.	Students conceptualize high-quality, show pride in their work and initiate improvements on it.

## **Standards for Professional Practice for Teachers Holt Public Schools**

### **Domain 6: PROFESSIONALISM**

*Teacher displays professionalism in all aspects of his/her role*

- Teacher demonstrates respect, care and sensitivity for all students, parents and colleagues
- Teacher demonstrates a commitment to all students' learning
- Teacher is an ambassador for Holt Public Schools in the community and professional groups
- Teacher demonstrates a balanced, mature approach to the rigors of the profession
- Teacher collaborates with colleagues to improve programs and professional practice
- Teacher reflects on his/her practice and challenges himself/herself to improve and grow
- Teacher models the traits of an effective learner-centered learning community
- Teacher accurately and efficiently manages his/her multiple duties
- Teacher engages parents in their child's learning



DOMAIN 6: PROFESSIONALISM: Teacher displays professionalism in all aspects of his/her role.

ELEMENT	LEVEL OF PERFORMANCE			
	Unsatisfactory	Rudimentary	Proficient	Distinguished
Teacher demonstrates respect, care and sensitivity for all students, parents and colleagues	Teacher's relationships are negative or self-serving.	Teacher maintains cordial relationships to fulfill the duties that the school or district requires.	Teacher demonstrates sensitivity, respect and care for other's perspectives and draws others into dialogue and problem solving.	Teacher demonstrates sensitivity, respect and care for others' perspectives and leadership that draws them into dialogue and problem solving.
Teacher demonstrates a commitment to all students' learning	Teacher is not committed to all students' learning.	Teacher's attempts to serve all students' learning are inconsistent.	Teacher advocates for all students' learning and consistently serves all students.	Teacher is highly proactive in his/her commitment to all students' learning, seeking out resources when necessary.
Teacher is an ambassador for Holt Public Schools in the community and professional groups	Teacher makes disparaging comments about Holt Public Schools and/or acts inappropriately in community and professional venues.	Teacher professionally represents Holt Public Schools but does not actively serve as an ambassador for the district.	Teacher professionally represents Holt Public Schools in the best possible light by highlighting student achievement at every opportunity.	Teacher participates in professional organizations and outside activities that reflect on the professionalism and expertise of Holt teachers. Students are highlighted throughout the community.
Teacher demonstrates a balanced, mature approach to the rigors of the profession	Teacher avoids supporting school-wide or community activities.	Teacher complies with district expectations when asked.	Teacher demonstrates a positive and mature acceptance and management of the ever-changing rigors of being a teacher.	Teacher embraces and finds meaning in being a teacher and uses enthusiasm to influence others.
Teacher collaborates with colleagues to improve programs and professional practice	Teacher works in isolation; does not attend scheduled meetings.	Teacher attends professional development meetings, staff meetings, and chaperoning events but does not go beyond these expectations.	Teacher collaborates with other members of Holt Public Schools in work toward continuous improvement. Teacher accepts some leadership roles.	Teacher is a leader and organizer for improvement activities, maintaining a positive, supportive relationship with colleagues.
Teacher reflects on his/her practice and challenges himself/herself to improve and grow	Teacher does not take initiative to improve or grow in his or her practice.	Teacher participates passively in professional development mandated by the district.	Teacher challenges his/her understandings and judgments constantly and continually searches for new understandings.	Teacher initiates learning opportunities for the enhancement of self and others, which contributes to a professional knowledge base.
Teacher models the traits of an effective learner-centered learning community	Teacher lacks knowledge of what an effective learner-centered learning community resembles.	Teacher inconsistently models the traits of an effective learner-centered learning community.	Teacher positively and consistently models the traits of an effective learner-centered learning community.	Teacher leads students and colleagues in developing a distinguished learning community.
Teacher accurately and efficiently manages his/her multiple duties	Teacher's systems for maintaining information are in disarray, resulting in errors and confusion.	Teacher's systems for maintaining information are adequate, but require frequent monitoring to avoid error.	Teacher's systems for maintaining information on activities are effective. Minor errors are corrected in a timely manner.	Teacher's systems for maintaining information on activities are highly effective, efficient and error free.
Teacher engages parents in their child's learning	Teacher makes no attempt to engage families, or such attempts are inappropriate.	Teacher makes modest and inconsistent attempts to engage families.	Teacher's efforts to engage families are frequent and successful.	Teacher's efforts to engage families in the instructional program are frequent and successful. Students contribute ideas for projects that will be enhanced by family participation.

# Track I - Initial Professional Development

## Who

The Initial Professional Development Track is designed for all newly hired teachers within the Holt Public Schools. Professionals previously tenured in the state of Michigan will be placed in this track their first two years of employment (probationary period). All other new professionals, regardless of experience, will complete four years of Track I (probationary period).

## Purpose

1. The purpose of the Initial Professional Development Track is to:
2. Introduce staff to district programs, procedures and policies.
3. Educate staff on the Holt Public School's domains within the Standards for Professional Practice for Teachers.
4. Provide support and ongoing professional development.
5. Promote professional self-reflection focused on student achievement.
6. Evaluate performance for continuing employment.

## Process

### Information Session

The administrator will meet with Track I teachers as a group in the preceding spring or by October 1 to clarify the evaluation process, review/discuss the Standards for Professional Practice for Teachers and its domains, elements and rubrics, and the forms and timelines.

### Initial Assessment – Standards for Professional Practice for Teachers

The non-tenured teacher will complete a self assessment by marking directly on the rubrics in the Standards document. The teacher shall remain in possession of their Standards document. The administrator will complete an assessment of the teacher using the rubrics.

The teacher may request a copy of the administrators' ratings.

### Analysis Worksheet

The teacher and administrator will individually complete the first two sections of the Analysis Worksheet. This will provide the basis for the planning conference. A copy of both Analysis Worksheets (teacher's copy and administrator's copy) and Individualized Development Plan (IDP) will be attached to the Summative Evaluation.

### Planning Conference

During the Planning Conference, the administrator and the Track I teacher compare and discuss their Analysis Worksheets and the specific rubrics to determine appropriate goals for the teacher's IDP during each year of probation.

### Individualized Development Plan

The IDP will be determined during the Planning Conference and written by the administrator and teacher, outlining the specific goals for continuing improvement during the school year. One to three goals will be established in one or more domains of the Standards. The IDP will be attached to the final Summative Evaluation form. The IDP should include the fifteen days of professional development required by the State of Michigan during a teacher's first three years of employment. (Suggested five days per year.) The IDP needs to be completed by November 15.

### Formal Observations

Three formal observations, each one equal to 30 minutes or more shall be completed within sixty-five (65) calendar days from date of hire. There shall be at least sixty (60) calendar days between the first and third observations.

Written summaries of each observation will be provided to the teacher within five (5) working days of the formal observation. The forms for these summaries are included in this Track I section. A pre- and/or post-observation conference regarding the observation may be held at the request of either the teacher or the administrator. The administrator will make informal observations with communication/discussions that follow within 5 working days if the informal observations are to be used as sources of information for the Summative Evaluation.

### Mid-Year Conference

A mid-year conference, scheduled prior to January 15<sup>th</sup>, will provide an opportunity for dialogue with, and support from the administrator, about progress with the goal(s). Requests for additional 1-1 conferences or classroom observations can be made by the teacher or administrator.

### Summative Evaluation Conference

The administrator will complete the year-end written Summative Evaluation Form and hold the conference by March 1. It shall include an assessment of the teacher's progress in meeting the goals of his or her IDP. Copies of the three Classroom Observation Forms, copies of both the teacher's and administrator's Analysis Worksheet, and a copy of the IDP will be attached to the Summative Evaluation. The teacher and administrator keep their own copies of the completed Standards for Professional Practice for Teachers rubrics to be continued in the next evaluation cycle.

For teachers hired other than on the first day of the school year, or in the case of excessive absences or leaves of absence, these dates shall be adjusted accordingly. Notice of such adjustment shall be sent to the administrator and teacher at the same time.

## Analysis Worksheet

### Track I

**Directions:**

Using the specific domains and elements in the rubrics of the Holt Public School's Standards for Professional Practice for Teachers, the teacher and administrator will individually mark his/her assessment of each element in the rubric boxes, noting the month and year that the assessment was made in the evaluation cycles. After marking the rubrics, the teacher and administrator will individually complete the first two sections of the Analysis Worksheet.

Both the marked rubrics and the Analysis Worksheet will be used as a basis for the discussion and development of the IDP.

Teacher \_\_\_\_\_ School Year \_\_\_\_\_ Date of Initial Conference \_\_\_\_\_

Teacher's Signature \_\_\_\_\_ Administrator's Signature \_\_\_\_\_

Areas of strength based on the assessment of the rubrics in the Standards

Areas for growth based on the assessment of the rubrics in the Standards

Goal areas based on this conference (completed during conference)

# Individual Development Plan – Track I

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

Date \_\_\_\_\_

Administrator Name \_\_\_\_\_

Probationary Year \_\_\_\_\_

Goal 1 (define):

Purpose of the goal (explain):

Teacher responsibilities (list the action steps, expectations, strategies and activities that will assist toward achieving the goal – include timelines where applicable):

The goal addresses the following domains of the district's Framework for Professional Practice (check all that apply):

- Professional Knowledge
- Planning and Preparation
- Quality Instruction
- Continuous Assessment
- Classroom Environment
- Professionalism

Administrator responsibilities (list type[s] of support and activities that can be expected from the administrator):

Evidence of accomplishment (artifacts, documents, videotape, data):

What evidence will you submit to show what you have accomplished?

When will you review your plan and make adjustments?

Goal 2 (define):

Purpose of the goal (explain):

Teacher responsibilities (list the action steps, expectations, strategies and activities that will assist toward achieving the goal – include timelines where applicable):

The goal addresses the following domains of the district's Framework for Professional Practice (check all that apply):

- Professional Knowledge
- Planning and Preparation
- Quality Instruction
- Continuous Assessment
- Classroom Environment
- Professionalism

Administrator responsibilities (list type[s] of support and activities that can be expected from the administrator):

Evidence of accomplishment:

What evidence will you submit to show what you have accomplished?

When will you review your plan and make adjustments?

Goal 3 (define):

Purpose of the Goal (explain):

Teacher responsibilities (list the action steps, expectations, strategies and activities that will assist toward achieving the goal – include time lines where applicable):

The goal addresses the following domains of the district's Framework for Professional Practice (check all that apply):

- Professional Knowledge
- Planning and Preparation
- Quality Instruction
- Continuous Assessment
- Classroom Environment
- Professionalism

Administrator responsibilities (list type[s] of support and activities that can be expected from the administrator):

Evidence of accomplishment:

What evidence will you submit to show what you have accomplished?

When will you review your plan and make adjustments?

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Mutually developed by:

\_\_\_\_\_  
Teacher Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Administrator Signature

\_\_\_\_\_  
Date

c: Personnel File, Employee, Administrator

## Classroom Observation Form – Track I

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

Date of Observation (s) \_\_\_\_\_ Area/Grade \_\_\_\_\_ Probation 1 2 3 4 (circle year)

Duration of Visit \_\_\_\_\_ Outcome of Lesson Observed \_\_\_\_\_  
 (observation must be 30 minutes or more)

The domains, elements and rubrics of the district’s Standards for Professional Practice for Teachers are the basis for the following comments:

Observations/Evidence:

Domain 1: Professional Knowledge	Domain 2: Planning and Preparation
Domain 3: Quality Instruction	Domain 4: Continuous Assessment
Domain 5: Classroom Environment	Domain 6: Professionalism

Recommendations/Suggested Areas for Further Improvement:

\_\_\_\_\_

Administrator Signature

\_\_\_\_\_

Date of Conference

c: Employee and Administrator

# Summative Evaluation Form – Track I

Teacher \_\_\_\_\_ Building \_\_\_\_\_

Administrator \_\_\_\_\_ School Year \_\_\_\_\_

Probation 1 2 3 4 (circle year) for Track I

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Summarize the following areas:

A. Domains of the district's Standards for Professional Practice for Teachers:

1. Professional Knowledge

2. Planning and Preparation

3. Quality Instruction

4. Continuous Assessment

5. Classroom Environment

6. Professionalism

Summarize the following areas (continued):

B. Individualized Development Plan (attach plan, copies of teacher's and administrator's Analysis Worksheet, and copies of three Classroom Observation Forms)

C. Possibilities for Improvement:

D. General Comments:

Administrator's Evaluation:

Recommended for continued employment?	_____ yes	_____ no	Year	2	3	4
				(circle year)		
Recommended for tenure?	_____ yes	_____ no	_____	n/a		
Teacher statement attached	_____ yes	_____ no				
Date of year-end Summative Evaluation Conference	_____					

---

\_\_\_\_\_  
Teacher Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Administrator Signature

\_\_\_\_\_  
Date

c: Personnel File, Employee, Administration



## **Track II – Ongoing Professional Growth**

### **Who**

The Ongoing Professional Growth Track is designed for tenured teachers who consistently demonstrate successful practices in the six domains of the district's Standards for Professional Practice for Teachers. Every three years, from the first year of tenure status and continuing throughout a teacher's career in the district, the teacher and supervising administrator will work collaboratively to insure the continuous strengthening of elements within each of the six domains in the Standards document.

### **Purpose**

The purpose of Track II is three-fold:

1. Enhance professional growth.
2. Promote reflection on practice.
3. Positively impact student learning.

This collaborative effort in Track II focuses on two major areas:

1. Demonstration of the Standards for Professional Practice for Teachers  
Demonstration of the Standards domains and elements is an on-going process which is continually assessed by the supervising administrator through observations, follow-up conversations and informal dialogue. Periodically, the administrator and/or teacher may arrange for a conference to discuss performance related to the rubrics in the Standards document.
2. Progress on the Professional Growth Plan  
The teacher and supervising administrator collaborate to identify a goal(s) and an accompanying Professional Growth Plan. The process works toward the goal(s) that demonstrates the teacher's ongoing professional growth. This work can occur during a one-, two- or three-year period in the evaluation cycle.

### **Process**

#### **Information Session**

The administrator will meet with Track II teachers as a group in the preceding spring or by October 1 to clarify the evaluation process, review/discuss the Standards for Professional Practice for Teachers and its domains, elements and rubrics, the forms and timelines.

#### **Initial Assessment – Standards for Professional Practice for Teachers**

The tenured Track II teacher will complete a self assessment by marking directly on the rubrics in the Standards document, providing a source of information for the completion of the Analysis Worksheet. The completed rubrics will remain in the possession of the teacher. The administrator completes neither the rubrics nor the Worksheet

#### **Analysis Worksheet**

The teacher completes the first two sections of the Analysis Worksheet. This worksheet will provide the basis for the collaborative dialogue between the teacher and the administrator as they work together through the goals on the Worksheet. A copy of the completed Analysis Worksheet and Professional Growth Plan will be attached to the Summative Evaluation.

#### **Planning Conference**

The teacher will have an initial planning conference with the supervising administrator as early as the spring prior to the evaluation year, and no later than October 15<sup>th</sup> of the evaluation year, to:

1. Use the Analysis Worksheet to discuss areas of strength and possible areas for improvement.
2. Collaboratively agree upon goals for the teacher's Professional Growth Plan.

#### **Professional Growth Plan**

The teacher develops a written Professional Growth Plan and submits it to the administrator for support and signature by October 31, using the attached template. Limitations due to the building/district's fiscal situation should be kept in mind when developing the Plan. In the event of disagreement, the administrator determines the goals for the teacher's Professional Growth Plan. The Professional Growth Plan will be attached to the Summative Evaluation.

If it becomes necessary to revise a Professional Growth Plan, all revisions must be reviewed with the supervising administrator.

#### **Observations**

At least two classroom observations must occur at least 60 calendar days apart.

#### **Mid-Year Conference**

A mid-year conference, scheduled prior to January 15<sup>th</sup>, will provide an opportunity for dialogue with, and support from the administrator, about progress with the goal(s). Requests for additional 1-1 conferences or classroom observations can be made by the teacher or administrator.

#### **Summative Evaluation Conference**

The teacher and supervising administrator will have a Summative Evaluation Conference in the spring, no later than May 15, to review the results of the goals in the Professional Growth Plan. The teacher may provide a list of the actual products or bring actual artifacts developed as part of the goal accomplishment. He/she will bring the completed Summative Evaluation Form to this conference for administrator input, approval and signature.

A copy of the teacher's Analysis Worksheet and the Professional Growth Plan will be attached to the Summative Evaluation. The teacher will keep his/her own copy of the completed Standards for Professional Practice for Teachers rubrics to be continued for ongoing reflection and professional growth in the next evaluation cycle.

## Major Components of the Professional Growth Plan – Track II

### Goal(s)

The goal(s) for the Professional Growth Plan should emerge from the teacher's self-assessment of the domains and elements of the district's Standards for Professional Practice for Teachers. Goal(s) should reflect building and/or district goals that result in the continuous improvement of student learning. The goals must be directly linked to the Standards for Professional Practice for Teachers through the completion of the Professional Growth Plan. Teachers also are encouraged to consider recertification requirements, and/or district professional development experiences when developing their Professional Growth Plan. Additional guidelines for goal setting are provided in Appendix B.

In the Track II process, teachers are encouraged to work in a way that best matches the goal(s) they establish for their Professional Growth Plan. They can work individually or collaboratively with their peers, department colleagues, or any other combination of faculty members.

They are encouraged to use a variety of activities, strategies, resources, and professional development to accomplish their goal(s) and to choose specific indicators of progress to measure their accomplishment of the goal(s). These components are outlined on the template for the Professional Growth Plan.

### Rationale for Goal(s)

When determining the rationale for the goal(s), there are three key questions to consider:

- What are the reasons for establishing this goal(s) for your Professional Growth Plan?
- How does it relate to your Self Assessment and the Standards for Professional Practice for Teachers and the goals in your school and district?
- What kind of goal best fits the professional growth you seek as defined in Appendix B?

### Strategies/Activities to Accomplish Goal(s)

When determining the strategies and activities to accomplish the goal(s), there are two key questions to consider:

- What are the steps you plan to take to accomplish this goal(s)?
- What are the strategies you will use and/or the activities that will lead you to the accomplishment of this goal(s)?

### Examples of Strategies/Activities

- action research
- mentoring
- teaching a seminar
- examining student work with peers
- joining a professional network
- implementing new technology plan
- developing of teaching materials/instructional units/discussion groups
- designing and implementing a curriculum-related field trip for students
- designing lessons using and/or integrating technology
- designing model lessons to share with other teachers via the internet
- peer coaching
- college courses
- visitation experiences
- videotaping
- simulations
- conferences
- developing curriculum
- examining new technological resource
- peer observation
- professional writing
- classroom observations

### Resources/Professional Development

When determining the resources and professional development necessary for the accomplishment of this goal(s), there are two key questions to consider:

- What resources, if any, will you need to insure the accomplishment of your goal(s)?
- Are there any specific professional development experiences that you need to accomplish your goal(s), keeping in mind the building/district's fiscal situation?

#### Examples of Resources & Professional Development

- |                       |                          |                          |
|-----------------------|--------------------------|--------------------------|
| • classroom materials | • student materials      | • reflective journals    |
| • seminars & training | • resources              | • professional books     |
| • collegial time      | • release time           | • administrative support |
| • study groups        | • educational videotapes | • on-line courses        |
| • formal coursework   | • video conference       |                          |

### Indicators of Progress/Goal Accomplishment

When determining the indicators of progress or successful accomplishment of the goal(s), there are two key questions to consider:

- How will you show your progress toward, or accomplishment of, your goal(s)?
- What will be the evidence of success? What artifacts can serve as evidence?

#### Examples of Indicators

- |                           |                              |                              |
|---------------------------|------------------------------|------------------------------|
| • student work portfolios | • professional portfolios    | • videotapes of classes      |
| • peer observations       | • administrator observations | • parent feedback            |
| • anecdotal records       | • written curriculum         | • statistical measures       |
| • artifacts               | • performance assessment     | • reflective journal entries |
| • analysis of case study  | • benchmarks                 | • student feedback/responses |

## Analysis Worksheet

### Track II

**Directions:**

Using the specific domains and elements in the rubrics of the Holt Public School's Standards for Professional Practice for Teachers, the teacher will mark his/her assessment of each element in the rubric boxes, noting the month and year that the assessment was made in the evaluation cycles. After marking the rubrics, the teacher will complete the first two sections of the Analysis Worksheet. The Analysis Worksheet will be used as a basis for discussion and development of the professional growth plan with administrator.

Teacher \_\_\_\_\_ School Year \_\_\_\_\_ Date of Conference \_\_\_\_\_

Teacher's Signature \_\_\_\_\_ Administrator's Signature \_\_\_\_\_

Areas of strength based on the self assessment of the rubrics in the Standards

Areas for growth based on the self assessment of the rubrics in the Standards

Goal areas based on conference (completed during conference)

Professional Growth Plan – Track II

(Completed by teacher working on an individual plan or teachers working collaboratively as part of a team on a plan.)

Teacher(s)	School	Grade/Department/Team
_____	_____	_____
_____	_____	_____

Date of Initial Planning Conference using the Framework Self-assessment Worksheet: \_\_\_\_\_

<p>This plan addresses the following domains of the district’s Standards for Professional Practice for Teachers (check all that apply):</p> <ul style="list-style-type: none"> <li>_____ Professional Knowledge</li> <li>_____ Planning and Preparation</li> <li>_____ Quality Instruction</li> <li>_____ Continuous Assessment</li> <li>_____ Classroom Environment</li> <li>_____ Professionalism</li> </ul>	<p>Administrator checks which type of goal has been set (refer to the Appendix B at the end of this document for details):</p> <ul style="list-style-type: none"> <li>_____ Improvement Goal</li> <li>_____ Renewal Goal</li> <li>_____ Redesign or Restructuring Goal</li> <li>_____ “Deepening” Goal</li> <li>_____ “Integrating” Goal</li> <li>_____ “Engaging” Goal</li> <li>_____ “Assessing” Goal</li> </ul>
--	--

The goal(s) must be aligned with the domains and elements of the Standards for Professional Practice for Teachers. Indicate whether this goal(s) will be accomplished during a one-, two- or three-year time frame. Guidelines are on the preceding pages. Use the space below or attach a document using the following template:

Specific Goal(s):

Rationale/Need for this Specific Goal(s):

Action Steps/Strategies/Activities with Timelines for Accomplishing Goal(s):

Resources/Professional Development Needed to Accomplish Goal(s):

Projected Indicators/Artifacts of Goal(s) Accomplishment:

\_\_\_\_\_  
Teacher(s) Signature(s) and Date:

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

\_\_\_\_\_  
Teacher(s) Signature(s) and Date:

\_\_\_\_\_  
Teacher(s) Signature(s) and Date:

c: Personnel File, Employee, Administrator

## Classroom Observation Form – Track II

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

Date of Observation (s) \_\_\_\_\_ Area/Grade \_\_\_\_\_

Duration of Visit \_\_\_\_\_ Outcome of Lesson Observed \_\_\_\_\_  
 (observation must be 30 minutes or more)

The domains, elements and rubrics of the district’s Standards for Professional Practice for Teachers are the basis for the following comments:

Observations/Evidence:

Domain 1: Professional Knowledge	Domain 2: Planning and Preparation
Domain 3: Quality Instruction	Domain 4: Continuous Assessment
Domain 5: Classroom Environment	Domain 6: Professionalism

Recommendations/Suggested Areas for Discussion:

\_\_\_\_\_

Administrator Signature

\_\_\_\_\_

Date of Conference

c: Employee and Administrator

## Summative Evaluation Form – Track II

(Completed by teacher working individually or as a member of a collaborative team)

Teacher(s) \_\_\_\_\_ School \_\_\_\_\_ Program/Department/Team \_\_\_\_\_  
\_\_\_\_\_

Date of Mid-year Progress Conference: \_\_\_\_\_ Date of Final Summative Evaluation: \_\_\_\_\_ (by May 15<sup>th</sup>)

Reflection on Goal Accomplishment and/or Progress:

### Directions

In an attached document (one-two pages per goal), please write a separate response to each of the following questions and statements based on your progress and/or accomplishment of your Professional Growth Plan.

### Part One

Please list the specific indicator(s)/artifacts/evidence of goal accomplishment to be shared with the administrator during the Summative Evaluation Conference. You may choose to bring the actual items to this conference.

### Part Two

Please respond to each of the following reflective questions:

- What went particularly well as you worked on this goal(s) in your Professional Growth Plan?
- What did not go as you had expected?
- If you had a chance to begin again, is there anything you would do better or differently?
- What are your next steps with this goal, if any?
- What significance has this Professional Growth Plan made in your work and/or your students' learning?
- How has working on this goal helped you form future goals for your professional growth?
- What other insights have you gained as a result of this professional growth experience? What are you interested in teaching others?

### Part Three

- Attach the Professional Growth Plan to this form.
- Attach copy of Analysis Worksheet

Administrator's Comments:

\_\_\_\_\_  
Teacher(s) Signature and Date:

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

\_\_\_\_\_  
Teacher(s) Signature and Date:

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

c: Personnel File, Employee, and Administrator

## Track III - Specific Professional Development

### Who

Track III is designed for tenured teachers who need specific support or have not consistently demonstrated successful practices in the six domains as deemed by the administrator. This track will provide a good-faith effort to support and guide the teacher to meet the expectations set forth in the Holt Public School's Standards for Professional Practice for Teachers.

### Purpose

The purpose of Track III is to:

1. Provide a more structured process for a tenured teacher than Track II, who:
  - a. may benefit from more specific support and professional development; and/or,
  - b. needs improvement or,
2. Provide due process for disciplinary action leading to discharge.

This more structured supervision is characterized by recognition by the administrator that the tenured teacher needs assistance with one or more of the elements of the district's Standards for Professional Practice for Teachers. This process may be initiated at any time upon notification to the teacher and the Human Resources Office.

The implementation of the process will be a directive from the administrator. Track III consists of two phases:

- Assistance Phase with an Individualized Development Plan (IDP)
- Disciplinary or Competency Phase with Individualized Development Plan (IDP)

At any step of this process, an Association Representative selected by that teacher may accompany the teacher, or the administrator may request the presence of an Association Representative through the Association.

### Assistance Phase

#### Process

Initial Assessment - Standards for Professional Practice for Teachers

The teacher and administrator will individually complete the rubrics in the Standards document by marking directly on the document.

The completed rubrics will remain in the possession of the teacher and administrator.

Analysis Worksheet

Using the Standards rubrics, the teacher and administrator will individually complete the first two sections of the Analysis Worksheet.

The worksheet and the marked rubrics will provide the basis for discussion and development of the IDP.

Planning Conference

During the Planning Conference, the administrator and the Track III teacher compare and discuss their Analysis Worksheets and the specific rubrics to determine appropriate goals for the teacher's IDP.

Individualized Development Plan

An IDP will be developed that includes:

- Mutually developed goals, specific to identified areas for growth
- Strategies for resolution of the concerns
- Resources and support needed
- Evidence of adequate progress or accomplishment of the goal(s)

Mid-Process Conference

A mid-process conference will provide an opportunity for dialogue and support about progress with the goal(s) in the IDP. A written summary of the conference will be provided by the administrator within 5 days.

Observations

At least two (2) formal observations will be completed using the Classroom Observation Form. There shall be at least 60 calendar days between two of these observations. A written summary of each formal observation will be provided to the teacher within five (5) working days of the formal observation. A conference regarding the observation will be held within five (5) working days of the formal observation.

The administrator will make informal observations with communication/discussions that follow within 5 working days if the informal observations are to be used as sources of information for the Summative Evaluation.

Summative Evaluation and Conference

The administrator will complete the year-end written Summative Evaluation and conference by May 1 using the templates provided in this Track III section. The summative evaluation will include an assessment of the teacher's progress in meeting the goal(s) of his/her IDP. Copies of the teacher's and administrator's completed Analysis Worksheet, a copy of the IDP, and copies of the Classroom Observation Forms will be attached to the Summative Evaluation. The teacher and administrator will keep their own copies of the completed Standards for Professional Practice rubrics to be referenced in the next evaluation cycle.

If this process was begun during the school year, a determination will be made by the principal to continue in Track III or return to Track II by May 1.

One of the following recommendations will be made upon reviewing the progress:

The goal(s) were achieved in which case the teacher will be returned to Track II;

There was some progress toward the goal. However, the progress was not sufficient. Therefore, the teacher will be continued in the Assistance Phase in Track III and evaluated in the following school year; or,

There was little to no progress toward the goal(s). Therefore, the teacher will be placed in the Disciplinary or Competency Phase in Track III. The Summative Evaluation serves as the basis for discussion and identification of areas needing improvement.



## Disciplinary or Competency Phase

### Process

#### Placement in This Phase

The teacher will be placed in the Disciplinary or Competency Phase because of:

- Failure to satisfactorily demonstrate the components and elements of the district's Standards of Professional Practice for Teachers after being in the Assistance Phase
- Specific policy or rule violation(s)
- Competency issues

#### Individualized Development Plan (IDP)

The administrator will develop a written IDP that will guide the teacher in improving the identified problem areas. The administrator will provide the IDP within ten (10) working days after informing the teacher in writing that s/he has been placed in the Disciplinary or Competency Phase. Notification to Human Resources will occur when a teacher is moved from the Assistance Phase to the Disciplinary or Competency Phase.

The plan will include:

- Goals relating to problem areas
- Strategies for resolution of concerns
- Resources and support needed
- Timelines
- Evidence of adequate progress or accomplishment of the goal(s)

#### Observations

At least two (2) formal observations will be completed using the Classroom Observation Form. There shall be at least 60 calendar days between two of these observations. A written summary of each formal observation will be provided to the teacher within five (5) working days of the formal observation and conference.

The administrator will make informal observations with communication/discussions within five (5) working days if the informal observations are to be used as sources of information for the Summative Evaluation.

#### Monitoring Progress

The administrator, teacher and Association Representative (if applicable) shall meet monthly, or more frequently upon mutual agreement, to discuss the teacher's progress toward the IDP goals. The administrator shall provide a written summary of the meetings within five (5) working days of each meeting. Both parties shall sign the summary. The teacher may attach a written statement to the Summary.

#### Summative Evaluation and Conference

The administrator will complete the year-end written Summative Evaluation and conference by March 1. It shall include an assessment of the teacher's progress in meeting the goal(s) of his/her Individualized Development Plan. A copy of the IDP and copies of the Classroom Observation Forms and Analysis Worksheets will be attached to the Summative Evaluation.

One of the following recommendations will be made upon reviewing the progress:

1. The goal(s) were achieved in which case the teacher can be returned to Track II.
2. There was some progress toward the goal. However, the progress was not sufficient. Therefore, the teacher will be continued in the Disciplinary or Competency Phase in Track III and formally evaluated in the following school year.
3. There was little to no progress toward the goal(s) or the IDP was not taken seriously by the teacher. Discussion will be held with the Assistant Superintendent for Human Resources to determine appropriate next steps.

## Analysis Worksheet

### Track III – Assistance Phase

**Directions:**

Using the specific domains and elements in the rubrics of the Holt Public School’s Standards for Professional Practice for Teachers, the teacher and administrator will individually mark his/her assessment of each element in the rubric boxes, noting the month and year that the assessment was made in the evaluation cycles. After marking the rubrics, the teacher and administrator will individually complete the first two sections of the Analysis Worksheet.

Both the marked rubrics and the Analysis Worksheet will be used as a basis for the discussion and development of the IDP.

Teacher \_\_\_\_\_ School Year \_\_\_\_\_ Date of Conference \_\_\_\_\_

Teacher’s Signature \_\_\_\_\_ Administrator’s Signature \_\_\_\_\_

Areas of strength based on assessment of the rubrics in the Standards

Possible areas for growth based on assessment of the rubrics in the Standards

Goal areas based on this conference (completed during conference)

## Individualized Development Plan – Track III

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

Administrator Name \_\_\_\_\_

Goal 1 (define):

Purpose of the goal (explain):

Teacher responsibilities (list the action steps, expectations, strategies and activities that will assist toward achieving the goal – include timelines where applicable):

The goal addresses the following domains of the district's Standards for Professional Practice (check all that apply):

- Professional Knowledge
- Planning and Preparation
- Quality Instruction
- Continuous Assessment
- Classroom Environment
- Professionalism

Resources/Professional Development/Specific support needed to accomplish this goal.

Evidence of accomplishment (artifacts, documents, videotape, data):  
What evidence will you submit to show what you have accomplished?

When will you review your plan and make adjustment?

Goal 2 (define):

Purpose of the goal (explain):

Teacher responsibilities (list the action steps, expectations, strategies and activities that will assist toward achieving the goal – include timelines where applicable):

The goal addresses the following domains of the district's Standards for Professional Practice (check all that apply):

- Professional Knowledge
- Planning and Preparation
- Quality Instruction
- Continuous Assessment
- Classroom Environment
- Professionalism

Resources/Professional Development/Specific support needed to accomplish this goal.

Evidence of accomplishment:  
What evidence will you submit to show what you have accomplished?

When will you review your plan and make adjustment?

Goal 3 (define):

Purpose of the Goal (explain):

Teacher responsibilities (list the action steps, expectations, strategies and activities that will assist toward achieving the goal – include time lines where applicable):

The goal addresses the following domains of the district's Standards for Professional Practice (check all that apply):

- Professional Knowledge
- Planning and Preparation
- Quality Instruction
- Continuous Assessment
- Classroom Environment
- Professionalism

Resources/Professional Development/Specific support needed to accomplish this goal.

Evidence of accomplishment (artifacts, documents, videotape, data):  
What evidence will you submit to show what you have accomplished?

When will you review your plan and make adjustment?

---

Teacher Signature

Date

---

Administrator Signature

Date

c: Personnel File, Employee, Administrator

## Classroom Observation Form – Track III

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

Date of Observation (s) \_\_\_\_\_ Area/Grade \_\_\_\_\_

Duration of Visit \_\_\_\_\_ Outcome of Lesson Observed \_\_\_\_\_  
 (observation must be 30 minutes or more)

The domains, elements and rubrics of the district’s Standards for Professional Practice for Teachers are the basis for the following comments:

Observations/Evidence:

Domain 1: Professional Knowledge	Domain 2: Planning and Preparation
Domain 3: Quality Instruction	Domain 4: Continuous Assessment
Domain 5: Classroom Environment	Domain 6: Professionalism

Recommendations/Suggested Areas for Further Improvement:

\_\_\_\_\_  
 Administrator Signature

\_\_\_\_\_  
 Date of Conference

c: Employee and Administrator

## Summative Evaluation Form – Track III

Teacher \_\_\_\_\_

Building \_\_\_\_\_

Administrator \_\_\_\_\_

School Year \_\_\_\_\_

---

---

Summarize the following areas:

A. A Domains of the district's Standards for Professional Practice for Teachers:

1. Professional Knowledge

2. Planning and Preparation

3. Quality Instruction

4. Continuous Assessment

5. Classroom Environment

6. Professionalism

Summarize the following areas (continued):

B. Individualized Development Plan (attach plan, copies of teacher's and administrator's Analysis Worksheet, and copies of three Classroom Observation Forms)

C. General Comments:

Administrator's Evaluation:

Recommended to return to Track II?

\_\_\_\_\_ yes \_\_\_\_\_ no

Recommended to continue in Track III Assistance Phase?

\_\_\_\_\_ yes \_\_\_\_\_ no

Recommended to continue in Track III Discipline or Competency Phase?

\_\_\_\_\_ yes \_\_\_\_\_ no

Recommended to have Discussion with Assistant Superintendent for Human Resources to determine appropriate next steps.

\_\_\_\_\_ yes \_\_\_\_\_ no

Date of year-end evaluation conference \_\_\_\_\_

Teacher statement attached? \_\_\_\_\_ yes \_\_\_\_\_ no

---

Teacher Signature

Date

---

Administrator Signature

Date

c: Personnel File, Employee, Administration

**APPENDIX E-1****Timelines for the Teacher Evaluation Process for Holt Public Schools**

	Track One	Track Two	Track Three
Information session with all teachers to be evaluated this year either as a group or individual Track One & Track Two teachers to review the Standards for Professional Practice for Teachers, identify steps in the process & discuss goal setting	By October 1	By October 1	This step is not done as a group for Track Three Teacher
Support from mentor teacher	New teachers in first 3 years of teaching	N/A	N/A unless part of Improvement Plan or IDP
Teacher completes Self Assessment using rubrics in the Standards for Professional Practice for Teachers & the first two parts of the Analysis Worksheet (Administrator does the rubric and analysis worksheet on Track I and Track III teachers.)	By October 15	By October 15	By October 1 Or within 20 days after placement in Track 3
Planning Conference held between administrator & teacher  Dialogue based on teacher's analysis of self-assessment on the actual rubrics and the administrator's analysis of the assessment completed on the teacher using the rubrics and/or Worksheet Together, they determine the third part of the Analysis Worksheet to identify one-three goals for the teacher's plan	October 15  Teacher & administrator agree on goals for IDP by October 31 Individualized Development Plan by November 15	October 15  Teacher takes the lead in this conference and then the teacher and administrator agree on goal(s) and teacher writes Professional Growth Plan by October 31	Administrator determines goal(s) for Individualized Development Plan by October 15 Or within 20 days after the placement
Formal observations with pre- & post-observation conferences and written summaries	First two formal observations completed within 65 calendar days of date of hire or first day of school. Third formal observation at least 60 calendar days after the first observation	Two classroom observations occurring at least 60 calendar days apart	Two formal classroom observations occurring at least 60 calendar days apart
Informal observations & frequent dialogue facilitated by principal or requested by teacher	On-going	On-going	On-going
Mid-year Conference(s) between administrator & teacher to assess progress, provide support & encourage dialogue	By January 15	By January 15	By January 15 (Assistance Phase) Monthly meetings for Disciplinary/Competency Phase
Summative Evaluation & Conference	Summative Evaluation written by administrator and conference held with teacher by March 1	Summative Evaluation written by teacher with administrator input and conference held with teacher by May 15	Summative Evaluation written by administrator and conference held with teacher (Assistance Phase) by May 1 (Disciplinary/Competency Phase) March 1
Completed rubrics from Framework (Track I) (Track III – assistance and disciplinary competence)	Teacher & administrator keep their copy of the completed set of rubrics for the teacher's next evaluation year.	Teacher keeps a copy of the completed set of rubrics for the next evaluation year.	Teacher & administrator keep their copy of the completed set of rubrics for the teacher's next evaluation year.



## **APPENDIX E-2**

## **Suggestions for Goal Setting**

### Suggestions for Supervisors and Teachers for Goal Setting: Utilizing Framework for Professional Practice for Teachers in Tracks I, II & III

#### Teaching and Learning Goals

1. Improvement Goals – Refining Current Practices
  - Goal addresses Domains 1, 2 or 3 of Standards for Professional Practice for Teachers.
  - Purpose of the goal is to improve a more basic skill or a more complex skill.
  - Goal reflects a desire to improve something already found in teacher’s current practice.
  - Goal should be set by an individual, rather than a team.
  - Product for this goal generally includes observations or some form of artifact collection to demonstrate desired improvement.
  - Goal is usually a one-year goal.
2. Renewal Goals - Acquisition of New Skills or Knowledge
  - Goal relates to the components or elements of the Standards for Professional Practice for Teachers or to building or district teaching and learning initiatives.
  - Goal requires some resources to support acquisition of skill or information.
  - Product for this goal includes some form of demonstration of the newly acquired skill or practice.
  - Set by an individual or a team.
  - Goal could be a two- or three-year goal, allowing time to acquire the new knowledge and to test its implementation.
3. Redesign or Restructuring Goals - Doing Things Differently
  - Goal relates to the components or elements of the Standards for Professional Practice for Teachers.
  - Goals should lead to new ways of doing things.
  - Goal would require additional resources and time.
  - Purpose of goal would be to provide a new way of thinking about and demonstrating the importance of the domains.
  - Product for this goal should include a rationale for the change, the desired outcomes, a discussion of the possible implications of the new way of doing things for other parts of the system, and a plan for revaluing all relevant outcomes of the change.
  - Teachers should work toward this goal as a team.
  - Goal should be a two- or three-year goal.

#### Program or Curriculum Goals

1. “Deepening” Goals – Organizing Curriculum around Deepening Student Understanding
  - Goal focuses on moving from broad curriculum coverage to a deeper concept of curriculum that requires identifying what is most important for students to learn (i.e., focusing on themes or questions rather than sequences of facts).
  - Teachers could work toward this goal individually or as a team.
  - The product for this goal should include a rationale, what students should know and be able to do as a result of this work, and a plan for assessing and evaluating the merit of the changes.
  - Goal could be a one-, two-, or three-year goal, depending on the scope of the project.
2. “Integrating” Goals – Designing Learning Experiences to Assist Students in Connecting Ideas and Concepts across Different Content Areas
  - Goals would focus on developing integrated lessons, units and courses.
  - This work could be done individually or in teams.
  - Products should include rationale, desired outcomes, necessary materials, recommended strategies or practices, and a plan for assessing and evaluating the merit of the activity.
  - Goals should be for two or three years, depending on the scope of the effort.
3. “Engaging” Goals – Designing Learning Experiences to Engage Students
  - Goals would focus on developing curriculum plans, materials and related activities that attend specifically to increasing the engagement of students in the work on the classroom.
  - Goals would also include attempts to engage different groups of students, based on special needs, styles, or developmental stages.
  - Product should include desired outcomes, any curriculum materials needed, identification of the necessary teaching strategies and skills, and a plan for assessing student outcomes and the merit of the process.
  - This work could be done by an individual or a team.
  - Goals could be for one, two or three years, depending on the scope of the plan
4. “Assessing” Goals – Designing Activities and Experiences Determining What Students Have Learned and What They Can Do
  - Goal would focus on developing new or alternative assessments to measure or describe student learning.
  - Work could be done individually or in teams.
  - Product should include a rationale for developing the new assessment procedures, the student outcomes to be assessed, the measures and rubrics to be used, and the implications for curriculum and instruction.
  - Goals could be for one, two or three years, depending on the scope of the plan.

Adapted from: *Teacher Evaluation to Enhance Professional Practice*, Danielson & McGreal, 2000, pages 112-113.



## **APPENDIX E-3**

## **Professional Resources**

- ASCD  
ASCD (2002)  
1992 ASCD Yearbook  
Barker & Searchwell  
Barker & Searchwell  
Barker & Searchwell  
Beerens
- Blase & Blase (2003)  
Buron & Donald-Mann  
Comer  
Coens & Jenkins  
Costa & Garmston  
Cummings  
Danielson  
Danielson & McGreal  
Daresh & Playko
- 4)  
1998)
- Garmston & Wellman  
Ginsberg & Wlodkowski
- Glantz (2002)  
Glatthorn  
Glickman  
Glickman  
Glickman, et al.  
Hunter & Russell  
Kerkland & Manoogian  
Lawrence, et al
- NAESP  
Pajak (2003)  
Peterson  
Peterson (2002)  
Popejoy & McManigle (2002)  
Ribas
- Schlechty  
Sergiovanni  
Sharpe & Johnson (2002)  
Stewart, et al  
Stronge (2002)  
Sullivan & Glanz (2000)  
Tomlinson & Allan  
Wald & Castelberry  
Weitzel  
WestEd (2002)  
Whitaker (2002)
- “Evaluating Educators” Issue of *Educational Leadership*, February, 2001.  
*Teacher Evaluation/Teacher Portfolios (Topic Pack)*  
*Supervision in Transition*  
*Writing Meaningful Teacher Evaluations - Right Now!*  
*Writing Year-End Teacher Improvement Plans – Right Now!*  
*Writing Meaningful Evaluations for Non-Instructional Staff – Right Now!*  
*Evaluating Teachers for Professional Growth: Creating a Culture of Motivation and Learning*  
*Breaking the Silence: Overcoming the Problem of Principal Mistreatment of Teachers*  
*Giving Feedback to Subordinates – www.ccl.org*  
*Waiting for a Miracle: Why Schools Can’t Solve Our Problems - and How We Can*  
*Abolishing Performance Appraisals: Why They Backfire and What To Do Instead*  
*Cognitive Coaching: A Foundation for Renaissance Schools*  
*Teaching Makes a Difference and Managing to Teach*  
*Enhancing Professional Practice: A Framework for Teaching*  
*Teacher Evaluation to Enhance Professional Practice*  
*Supervision as a Proactive Process: Concepts and Cases*  
*Classroom Walk-through: Changing School Supervisory Practice One Teacher at a Time*  
*Building Communities at Work: Best Practices for Enhancing Student Achievement*  
*Classroom Evaluation: A Framework for Teaching (Educational Testing Service. 800-297-9051)*  
*The Adaptive School: A Sourcebook for Developing Collaborative Groups*  
*Creating Highly Motivating Classrooms for All Students: A Schoolwide Approach to Powerful Teaching with Diverse Learners*  
*Finding Your Leadership Style: A Guide for Educators*  
*Differentiated Supervision*  
*Supervision of Instruction: A Developmental Approach*  
*Leadership for Learning: How to Help Teachers Succeed*  
*Supervision and Instructional Leadership: A Developmental Approach (5<sup>th</sup> Edition)*  
*Mastering Coaching & Supervision: Principles of Learning Series*  
*Ongoing Feedback: How to Get it, How to Use It – www.ccl.org*  
*The Marginal Teacher: A Step-by-Step Guide to Fair Procedures for Identification and Dismissal*  
*Essentials for Principals: Effective Teacher Observations*  
*Honoring Diverse Teaching Styles: A Guide for Supervisors*  
*Teacher Evaluation: A Comprehensive Guide to New Directions and Practices*  
*Effective Teacher Hiring: A Guide to Getting the Best*  
*Managing Conflict with Direct Reports*  
*ELPS: The Educational, Legal, Public Relations and Social-emotional Standards and Processes of Effective Supervision and Evaluation*  
*Inventing Better Schools: An Action Plan for Educational Reform*  
*Leadership for the Schoolhouse: How Is It Different? Why Is It Important?*  
*Managing Conflict with Your Boss*  
*The Reflective Principal: Leading the School Development Process*  
*Qualities of Effective Teachers*  
*Supervision that Improves Teaching: Strategies and Techniques*  
*Leadership for Differentiating Schools & Classrooms*  
*Educators as Learners: Creating a Professional Learning Community*  
*Feedback That Works: How to Build and Deliver Your Message – www.ccl.org*  
*Improving Districts: Systems that Support Learning*  
*Dealing with Difficult Teachers*

**Self-Reflection Guide – Track I & Track III**  
**(Optional for writing *Individualized Development Plan*)**

<b>Reflection Questions</b>	
How will I change as a result of participating in this activity?	1. <b>GOALS.</b> What is your goal and how does it relate to student needs and building or district goals?
Will this activity foster collegiality?	2. <b>OBJECTIVES.</b> What specific objectives do you expect to accomplish?
How can I link this activity to the work of colleagues?	3. <b>POTENTIAL ACTIVITIES.</b> What specific activities will you undertake that are directly related to these objectives?
How can my learning activity benefit my colleagues?	4. <b>RELEVANCE.</b> How is the scope of the plan relevant to the subject area you teach, your students, your building/district goals, and quality educational practice?
Who can I call upon for feedback?	5. <b>EVALUATION CRITERIA.</b> What are the criteria for determining the success of your objectives? When and how will you adjust your plan if needed?
What evidence of my learning will I produce?	
What will I observe, count, or measure to determine whether the changes in practice stemming from this activity have improved student learning?	
What will be the first indication of student learning that I can expect to see?	
How long will it be before improvement can be measured?	

## Lesson Plan Format – Track I & Track III

(Optional - Teacher completes this form for observation)

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

Grade Level \_\_\_\_\_ Subject: \_\_\_\_\_ Date \_\_\_\_\_

1. Briefly describe the students in this class, including those with special needs. Describe how you will connect with students' prior knowledge and/or prior life experience.
2. What are your outcomes for the lesson? What do you want the students to learn?
3. How do these goals relate to curriculum goals, Grade-Level Content Expectations and Michigan Standards for Authentic Instruction?
4. How do you plan to engage students in the content? What will you do? What will the students do? (Include time estimates)
5. What difficulties do you anticipate students may experience in this lesson, and how do you plan to anticipate and address these difficulties?
6. What instructional materials or other resources, if any, will you use?
7. How do you plan to assess student achievement of the outcomes? What procedures will you use? (Attach any tests or performance tasks, with accompanying scoring guides or rubrics.) How do you plan to make use of the results of the assessment? How will it inform your next steps with instruction?
8. What goal(s) from your IDP do you want to focus on during this lesson?

Letter of Agreement: (MPSERS)

**Letter of Agreement  
between the  
Holt Board of Education  
and the  
Ingham Clinton Education Association  
MEA/NEA**

If the Michigan Public School Employees Retirement System (MPSERS) institutes a program designed to allow bargaining unit members to purchase service credit on a tax-deferred basis or repay previously withdrawn contributions on a tax-deferred basis, the Board shall take the steps needed to allow bargaining unit members to participate in that program.

This Letter of Agreement is conditioned upon the understanding that the steps to be taken by the Board shall not result in an economic cost to the Board and will consist of entering into necessary agreements and passage of necessary motions or resolutions as required by MPSERS.

\_\_\_\_\_  
For the HOLT BOARD OF EDUCATION

\_\_\_\_\_  
For the INGHAM CLINTON EDUCATION  
ASSOCIATION, MEA/NEA

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

Letter of Agreement: (Evaluation and Compensation Task Force)

**Letter of Agreement  
between the  
Holt Board of Education  
and the  
Ingham Clinton Education Association  
MEA/NEA**

This Letter of Understanding is entered into as part of the negotiations for the 2010-11 Master Agreement, to outline the agreement of the parties working together to create a compensation/evaluation system that is based on the requirements of Section 380.1249 of the Revised School Code and any rules/regulations that might follow from said legislation.

A joint Task Force shall be formed, which will follow the generally accepted guidelines of continuous improvement and data driven decision making. In order to form mutually agreeable recommendations on behalf of the District and the Association, the joint Task Force will review:

1. Research on performance evaluation systems;
2. Evidence based performance evaluation system models from other districts/states;
3. Current baseline student data; and
4. Other relevant guidance materials, resources and data.

The Deputy Superintendent and the Executive Director of Curriculum, along with two Association members shall co-facilitate the work of the Task Force. This Task Force will mutually determine the need to form committees to complete assigned tasks by and with facilitation of the Task Force.

\_\_\_\_\_  
For the HOLT BOARD OF EDUCATION

\_\_\_\_\_  
For the INGHAM CLINTON EDUCATION  
ASSOCIATION, MEA/NEA

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

Letter of Agreement: (Special Education Service Delivery Task Force)

**Letter of Agreement  
between the  
Holt Board of Education  
and the  
Ingham Clinton Education Association  
MEA/NEA**

Special Education Service Delivery Task Force

This Letter of Understanding is entered into as part of the negotiations for the 2010-11 Master Agreement, to outline the agreement of the parties working together to create a Task Force which will review the most optimal service delivery model for special education service pursuant to discussions during negotiations.

The joint Task Force shall be charged with reviewing the concepts and models of co-teaching students, making suggestions for improved student educational services together with or in lieu of weighting students, and investigating more efficient ways in which to deliver education and other services to special education students and/or at risk students.

The work of this Task Force shall be information only to the parties for use during the discussion and negotiation of a new Master Agreement which will have an effective date of July 1, 2011. This work shall be completed by March 31, 2011.

The Director of Special Education Services and the Executive Director of Curriculum, along with two Association members shall co-facilitate the work of the Task Force utilizing the expertise of other special and general education staff. This planning team will mutually determine the need to form subcommittees of the Task Force to complete assigned tasks with facilitation support.

\_\_\_\_\_  
For the HOLT BOARD OF EDUCATION

\_\_\_\_\_  
For the INGHAM CLINTON EDUCATION  
ASSOCIATION, MEA/NEA

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date