

AGREEMENT BETWEEN

THE WHITE PIGEON COMMUNITY SCHOOL DISTRICT

AND

**THE WHITE PIGEON EDUCATION ASSOCIATION/
SOUTHWESTERN MICHIGAN EDUCATION ASSOCIATION
(SMEA)**

2011-2013

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INTRODUCTION

This Agreement entered into this 16th day of August 2011, by and between the Board of Education of the White Pigeon Community School District, White Pigeon, Michigan, hereinafter called the "Board," and the White Pigeon Education Association/Southwestern Michigan Education Association (SMEA) hereinafter called the "Association". All references to the White Pigeon School District hereinafter shall be written "District" or "Board".

TERMS OF AGREEMENT

This Agreement shall be effective as of the 16th day of August 2011, and shall continue in effect until the 15th day of August 2013.

If any provision or application of this Agreement shall be found contrary to law, such provision or application shall be invalid, except to its lawful extent. All other provisions or applications shall continue in force.

This Agreement shall supersede any rules, regulations, or practices of the Board which shall be contrary to or inconsistent with terms contained in any individual teacher contracts heretofore in effect. All individual teacher contracts shall be made expressly subject to the terms of this Agreement.

ARTICLE 1 **RECOGNITION**

- A. Pursuant to Act 336, Public Acts of 1947, as amended, the Board recognizes the Association as the exclusive bargaining agent for the bargaining unit defined as follows: all certified and non-certified teaching personnel, including personnel on tenure and probation, guidance counselors, social workers, athletic directors (if on teacher's contract), and media specialists, whether or not assigned to a public school building, but excluding supervisors, clerical employees, substitutes not regularly scheduled to teach, and all other employees. Hereinafter said members of the bargaining unit shall be designated "teachers".
- B. The Board agrees not to negotiate with any individual teachers or groups of teachers, or teachers' organization other than the Association for the duration of this Agreement.
- C. Agency Shop
 - 1. Each bargaining unit member shall, as a condition of employment, (1) on or before thirty (30) days from the first day of active employment or the effective date of this Agreement, whichever is later, join the Association, or (2) pay a Service Fee to the Association, pursuant to the Association's "Policy Regarding Objections to Political-Ideological Expenditures" and the Administrative Procedures adopted pursuant to that policy.

The Service Fee shall not exceed the amount of Association dues collected from Association members.

The bargaining unit member may authorize payroll deduction for such fee. In the event that the bargaining unit member shall not pay such Service Fee directly to the Association, or authorize payment through payroll deduction, the Board shall, pursuant to MCLAA 408.477; MSA17.277(7) and at the request of the Association, deduct the Service Fee from the bargaining unit member's wages and remit same to the Association. Payroll deductions made pursuant to this provision shall be made in equal amounts, as nearly as may be, from the paychecks of each bargaining unit member. Monies so deducted shall be remitted to the Association. Payroll deductions made pursuant to this provision shall be made in equal amounts, as nearly as may be, from the paychecks of each bargaining unit member. Monies so deducted shall be remitted to the Association, or its designee, no later than twenty (20) days following deduction.

2. Pursuant to Chicago Teachers Union v. Hudson, 106 S Ct 1066 (1986), the Association has established a "Policy Regarding Objections to Political-Ideological Expenditures." That Policy, and the Administrative Procedures (including the timetable for payment) pursuant thereto, applies only to non-union bargaining unit members. The remedies set forth in that Policy shall be exclusive, and unless and until such procedures, including any administrative or judicial review thereof, shall have been availed of and exhausted, no dispute, claim or complaint by an objecting bargaining unit member concerning the application and interpretation of this Article shall be subject to the grievance procedure set forth in this Agreement.
3. Any bargaining unit member who is a member of the Association, or who has applied for membership, may sign and deliver to the Board an assignment authorizing deduction of dues, assessments and contributions to the Association as established by the Association. Such authorization shall continue in effect from year-to-year unless revoked according to the procedure outlined in the MEA Constitution, Bylaws and Administrative Procedures. Pursuant to such authorization, the Board shall deduct one-tenth (1/10th) of such dues, assessments and contributions from the regular salary check of the bargaining unit member each month for ten (10) months, beginning in September and ending in June of each year.
4. Due to certain requirements established in court decisions, the parties acknowledge that the amount of the Service Fee charged to non-members along with other required information may be available and transmitted to non-members until mid-school year (December, January, or February). Consequently, the parties agree that the procedures in this Article relating to the payment or non-payment of the representation Service Fee by non-members shall be activated no earlier than thirty (30) days following the Association's notification to non-members of the Service Fee for that given school year.
5. The procedure in all cases of nonpayment of the appropriate service fee shall be as follows:
 - a. The Association shall notify the bargaining unit member of noncompliance by certified mail, return receipt requested, explaining that he or she is delinquent in not tendering the service fee, specifying the current amount of the delinquency and warning him or her that unless the delinquent service fees are paid or a properly executed deduction form is tendered within fourteen (14) days of the Association's notification to the bargaining unit member, he or she shall be reported to the Board and a deduction of service fee shall be made from his or her salary.
 - b. If the bargaining unit member fails to comply, the Association shall give a copy of the letter sent to the delinquent bargaining unit member and the following written notice to the Board at the end of the fourteen (14) day period:

The Association certifies that (NAME) has failed to tender the periodic service fee required as a condition of employment under the agreement and demands that, under the terms of this agreement, the Board deduct the delinquent service fees from the collective bargaining unit member's salary. The Association certifies that the amount of the service fee includes only those items authorized by law.

- c. The Board, upon receipt of said notice and request for deduction, shall act pursuant to the paragraphs above. In the event of compliance at any time prior to deduction, the request for deduction will be withdrawn. The Association, in enforcing this provision, agrees not to discriminate between bargaining unit members.
 - d. Bargaining unit members may object to the use of the service fee for matters not permitted by law. The procedure for making such objections is that officially adopted by the Association. A copy of the Association's policy will be provided to each Fee Payer by the Association pursuant to the Association's "Policy Regarding Objections to Political-Ideological Expenditures."
6. In the event of any legal action against the Board brought in a court or administrative agency because of its compliance with this Article, the Association agrees to defend such action, at its own expense and through its own counsel, provided:
- a. The Board gives timely notice of such action to the Association and permits the Association intervention as a party if it so desires, and
 - b. 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.
 - c. The Association shall have, after consultation with the Board, complete authority to compromise and settle all claims which it defends under this section.

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

D. Payroll Deductions

The Association shall reimburse the Board the cost for Political Action deductions, from bargaining unit members, in the amount of twenty (\$20) dollars per year.

ARTICLE II
TEACHERS' RIGHTS

- A. Pursuant to Act 336 of the Public Acts of 1947, as amended, the Board hereby agrees that teachers shall have the right of engaging in collective bargaining or negotiation and other concerted activities for mutual aid and protection.

Neither the Board nor the Association will, directly or indirectly, discourage, deprive or prevent teachers from exercising those rights granted under Act 336, Public Acts of 1947, as amended, other

Michigan laws, or the Constitutions of Michigan and the United States. Neither the Board nor the Association will discriminate against any teacher with respect to hours, wages, terms or conditions of employment by reason of the teacher's Association membership or collective negotiating, grieving proceedings, and complaints allowable under the Agreement.

- B. The Board specifically recognizes the right of its employees appropriately to involve the assistance of the Michigan Employment Relations Commission, or a mediator from such public agency, or an arbitrator appointed pursuant to the provisions of this Agreement. The Board and the Association agree to be bound by any lawful order or award thereof.
- C. The Association and bargaining unit members shall have the right to use, free of charge, the Internet, internal school E-Mail, and school building facilities at all reasonable hours for meetings, with prior scheduling by the Building Principal. In no event shall such use interfere with school programs or be used for personal business. Any additional costs incurred due to the use of the facilities as stated herein shall be borne by the Association. No teacher shall be prevented from wearing insignia, pins, or other identification of membership in the Association either on or off school premises. Established media of communication shall be allowed in the teachers' lounges for use by the Association.
- D. Upon request by the Board to have a member of the Association to serve on any leadership team task force, council and/or committee the Association will select one of its members to serve in that capacity.

ARTICLE III **SALARY SCHEDULE**

- A. The salary schedule for teachers is presented in Appendix A, incorporated herein. This schedule is based upon a normal weekly teaching load, as defined herein.
- B. Teachers who teach more than the normal teaching load, as defined herein, or who perform any of the extra-duty assignments suggested in Appendix B, incorporated herein, shall be compensated according to Appendix B. Upon written notice by either party and exclusively for the purpose of adding extra-duty assignments, Appendix B may be opened for negotiations.
- C. Teachers' extra-duty contracts shall be written separately from their regular salary contracts. Vacant extra-duty positions shall be posted on a designated bulletin board in each district building and via G-Mail, along with a copy of such posting to the Association. Extra-duty positions as above described shall be posted at least ten (10) days prior to being filled. Association members may apply for such positions by submitting a written application to the personnel office. In the event that a qualified, as determined by the Board, member of the Association and an equally qualified, as determined by the Board, non-Association member apply for the position, the district shall give preference to the Association member in hiring decisions. Teachers' paychecks for extra-duty assignments specifically listed in Appendix B shall be computed on a tax- precalculation basis.
- D. A teacher with twenty (20) or more years of experience with at least fifteen (15) consecutive years in the White Pigeon Community School system will be paid at the time of retirement from teaching, the sum of twenty (20) dollars per day of accumulated sick leave and personal leave days.

- E. Teachers who volunteer, or are asked, to substitute for another teacher during their planning time shall be compensated. Each affected teacher shall be compensated at a rate of thirty (30) dollars per hour. Teachers must receive administrative approval before asking another teacher to sub for them.
- F. If a teacher or teachers substitute for five (5) or more consecutive days as an administrator; on the fifth day the teacher or teachers shall receive a stipend of fifty (50) dollars per day, retroactive to the first day of substitution for said administrator. This stipend is in addition to the teacher's or teachers' regular salary. No teacher placed in an administrative assignment on a temporary basis shall evaluate or discipline another teacher. Temporary shall be defined as sixty (60) days or less.
- G. Teachers that work additional hours beyond the negotiated calendar year or volunteer for curriculum committees may also receive compensation in the form of "Comp Time" (excluding schedule B duties).
- H. Teachers will give forty-eight (48) hours notice for the use of accrued "Comp Time" except at holiday and vacation periods when two weeks' notice is necessary. No more than three (3) teachers per building may use "Comp Time" before or after the referenced holiday within the Master Agreement. All accrued "Comp Time" must be used prior to Memorial Day. There will be no carryovers of "Comp Time" from one year to the next.
- I. The Board has the right to credit new teachers to the district with up to seven (7) years past teaching experience.

ARTICLE IV
TEACHING HOURS AND CLASS LOAD

- A. The total teacher work day will encompass seven (7) hours and ten (10) minutes, or the time required to meet the state minimum requirements for hours. Teachers are encouraged to arrive at school ten (10) minutes before classes start and to stay ten (10) minutes following the end of classes.

If a proposed change in school starting time is of a non-emergency nature, the Board will consult with and seek the input of the WPEA Executive Board prior to taking action.

If the Board determines that a proposed non-emergency change must be made following the input of the WPEA Executive Board, the change will not be implemented sooner than seven (7) days following the Board's action, provided that the teachers starting time will be no earlier than 7:40 a.m. and no later than 8:25 a.m.

- B. Each Secondary Level teacher (Middle and High School) shall have a daily duty free conference period, which is approximately as long as his/her longest teaching period. The Elementary teachers are to be relieved of recess duty. The normal weekly teaching load in the elementary school will be equivalent to twenty-five (25) teaching periods and five (5) unassigned preparation periods to include recess, but not noon hour. This preparation time is contingent on continuation of the elementary Art, Music, and Physical Education programs.

No departure from these norms, except in case of emergency, shall be authorized without prior consultation with the Association. In the event of any disagreement between the representative of the Board and the Association as to the need and desirability of such deviation, the matter may be processed through the professional grievance negotiation procedure hereinafter set forth.

more than one classroom placement may be available to accommodate the pupil's schedule, the District shall attempt to place the pupil(s) who have been certified through IEPC (or current term) as EI, EMI, LD, or POHI in the classroom which is least impacted by the pupil, considering the severity of the individual handicap and the overall size of the classes available. In the event that it becomes necessary to place a disproportionate number of such students in a classroom, the building principal will explain the reasons to the teacher(s).

B. When classes exceed the above listed maximums, the following procedure will be followed:

1. Except as the WPEA Executive Board may otherwise agree, if the initial class enrollment in any Young 5's, Kindergarten, or Grades 1-2 exceeds the listed maximums, the building principal will explore the possibility of assigning such students to other sections whose enrollments are below the stated limits for the purpose of balancing classes within the maximum class size range set forth in Article 5. A.
2. If at any time during the academic year a teacher feels the class size is too large, or contains an over balance of special students, he/she shall bring the problem to the WPEA. The WPEA shall be responsible for providing the building principal with its recommendations for the resolution at such time.
3. The principal shall respond to the WPEA within five (5) days of the meeting.
4. If the WPEA is still not satisfied, it may, within five (5) days of the response, take its position to the Classroom Adjustment Committee which shall meet within five (5) days of receiving the WPEA's written request.

The Classroom Adjustment Committee will consist of the President and Vice President of the Association, the teacher involved, one other principal from that grade level (if possible), and the Superintendent or his/her designee.

5. The committee will consult with the teacher, investigate and study the situation in an attempt to make adjustments to that teacher's satisfaction. The committee's decision, however, will not be subject to the grievance procedure beyond Level Two (2).
- C. The parties recognize that appropriate texts, library reference facilities, maps and globes, laboratory equipment, audio-visual equipment, art supplies, athletic equipment, current periodicals, standard tests and questionnaires, and similar materials are the tools of the teaching profession. The parties will confer from time to time for the purpose of improving the selection and use of such educational tools and the Board undertakes promptly to implement all joint decisions thereon made by its representative and the Association. The Board agrees to keep the schools reasonably and properly equipped and maintained.
- D. For each school, the Board shall provide restroom, lavatory, and adequate and accessible parking facilities all for the exclusive use of the teachers. For each school, the Board shall provide a faculty lounge, minimum of one room, appropriately furnished and with direct local phone service. Said lounges shall be supplied with bulletin boards for use by the Association. Eating shall be permitted in the faculty lounges.

The Board shall be responsible for the maintenance of the Board-owned equipment in the teachers' lounges.

- E. All teachers shall be entitled to a duty-free lunch period of not less than thirty (30) minutes.
- F. In the event the District establishes the position(s) of Department Chair(s), said position(s) will be filled as follows:
 - 1. A Department Chairperson shall be selected from candidates within and by members of their respective departments(s), subject to approval by the Superintendent.
 - 2. Department Chairpersons shall be compensated in accordance with Appendix B.
 - 3. The departments which will exist at the beginning of the 2001-02 School Year are:
 - a. Vocational Educational (Industrial Arts, Auto, Metal and Drafting)
 - b. Fine Arts (Band, Music, Art, P.E. and Health)
 - c. Social Studies and Languages
 - d. Science and Math
 - 4. In the event the District determines that the departmental structure needs to be changed, the District shall consult with the Association prior to the implementation of any such change.
- G. In the event parent-teacher conferences are scheduled for evenings, teachers shall be released for the period from the end of the student day to the beginning of the conference schedule. Teachers shall be released after sufficient time has been allowed for students to leave the building. All teachers are required to be in attendance at parent-teacher conferences and open house. Teachers who have children attending White Pigeon Community Schools may leave their buildings for one hour, providing they make arrangements with their building principal and provide time for all parents who wish to confer with them.

ARTICLE VI
VACANCIES AND PROMOTIONS

- A. Except for temporary or emergency hiring situations, whenever a vacancy in any teaching position or extra duty assignments (as listed in Appendix B) occurs in the District, the Board shall post a notice of such vacancy on the bulletin boards in the teachers' lounges and via G-mail. Teachers seeking notification of summer vacancies shall submit their names and summer mailing addresses to the office of the district superintendent by May 1, prior to the conclusion of the school year. Such notifications shall be mailed in conjunction with the posting of such vacancies of the bulletin board in the teacher's workrooms.
 - 1. All school buildings in the District shall be posted.
 - 2. Duration of posting (#1 above) shall be five (5) school days for the current school year vacancies during the five (5) days prior to and throughout the current school year. Summer vacancies shall be posted ten (10) days.
- B. Any teacher may apply for such vacancy. In filling such vacancy, the board agrees to give due weight to the professional background and attainments of all applicants subject to Article IV, Section C, the length of time each has been in the school system of the District, and other relevant factors. The Board shall not be limited to its selection of personnel to permanently hold the position to

applicants from within the unit or to person temporarily assigned to the position. The Board declares its support of a policy of promotions from within its own teaching staff, including promotions to supervisory and executive levels, providing the Board has the responsibility of the final decision.

- C. Both the Board and the Association agree that it is highly desirable to set and maintain high qualifications for teachers. The parties acknowledge the legal and professional obligations of the school district to comply with the provisions of the No Child Left Behind Act of 2001, 20 usc 6301 et seq., and the regulations promulgated there under, including adequate yearly progress and highly qualified teachers, and, accordingly, agree that nothing in this collective bargaining agreement shall be applied or contrasted, directly or indirectly, to in any manner interfere with or prohibit the school district from fully complying with the definition, standards and requirements of the NCLB Act.
- D. Teachers shall not be assigned, except with their consent, outside the scope of their teaching certificate or their major or minor fields of study, except temporarily and for good cause, and the Association shall be so notified in each instance. To be highly qualified for an assignment, a teacher must meet NCLB Final Regulations 34 CFR 200-55-200.56. and the Michigan Defintion for identifying Highly Qualified teachers, as approved by the State Board of Education.
- E. All teachers shall be given written notice of their tentative schedule for the forthcoming year no later than July 1 of each instructional year. In event that changes in such schedule are proposed, all teachers affected shall be notified promptly and consulted if possible. Resignation by a teacher after August 15 shall constitute an emergency , but a vacant teaching position known prior to August 15 shall not be deemed an emergency and shall be posted in accordance with the provisions of the Master Agreement.
- F. The Association recognizes that, when vacancies occur during the school year, it may be difficult to fill them from within the District without undue disruption to the existing instruction program. If the

Superintendent in his/her judgement so determines, such a vacancy may be filled on a temporary or tentative basis until the end of the normal school year at which time the position will be considered vacant and posted. An individual hired on a temporary or tentative basis until the end of the normal school year shall not have contractual rights to continued employment.

ARTICLE VII **TRANSFERS**

- A. Since the frequent transfers of teachers from one building to another may disrupt the educational process or interfere with optimum teacher performance, the parties agree that transfers of teachers shall be avoided whenever possible and, if the subject teacher is tenured, only after discussion with the Association Executive Board. A mid-year involuntary transfer will be made only incase of emergency to prevent undue disruption of the instructional program. The Superintendent shall give at least ten (10) days notice to the affected teacher and the Association of the reasons for such a transfer or assignment.
- B. In the event that transfers of teachers appear to be necessary, a list of available positions in other buildings, shall be posted according to Article VI, Section A herein.
- C. Teachers involuntarily transferred may, upon vacancy in their former assignment, and with written notice to the Superintendent, have the right of first refusal to return to that assignment in the reverse order they were involuntarily transferred, provided they are certified and highly qualified for the

vacant position, within two (2) school years of the transfer, and a highly qualified teacher can be selected for the newly vacated teaching position.

ARTICLE VIII
HEALTH, MATERNITY, AND CHILD CARE LEAVES

A. Illness or Disability

1. Sick leave may be used for the following reason:
 - a. Illness in the immediate family, herein defined as present spouse, natural children, and dependent children, and parents.
 - b. Death in the immediate family, including grandparents, grandchildren, in-laws, and any other dependents of the teacher.
 - c. Emergency medical and dental work.
 - d. Personal illness or disability.
2. Any teacher who is absent from duty for reasons of personal illness or disability for a period of five (5) consecutive days or more shall, if requested, supply the Board with a statement from the attending physician confirming the illness or disability during the period of absence.
3. Teachers absent from duty by reasons defined in Section A above shall have placed to their credit eleven (11) days of sick leave per year and with accumulation of one hundred ten (110) days for the unused portion of each year's credited leave, which shall be available for use at any time. This shall be prorated for teachers who begin after the start of the school year.

If an employee is unable to complete a school year and who has previously used more of the sick leave days attributable to that year than she/he would have accrued at the rate of 11 per year, shall have the value of such excess days used deducted from her/his last paycheck.

- a. See Board Policy FMLA Request Form

4. Master Sick Bank

- a. The Sick Bank may accumulate up to two hundred (200) days of sick leave. Any teacher, upon majority decision of the Committee, may draw sick leave from the bank up to thirty (30) days of leave in a school year.

When the accumulation of the bank has been reduced to a number of days equal to the size of the teaching staff, each teacher will contribute one (1) day of earned sick leave to replenish the bank. The Sick Bank is to be administered by the Sick Bank Committee which shall be composed of two (2) Association Representatives appointed by the Association Executive Board of Directors and the building administrator. The Master Sick Bank shall be approved/denied by the committee and shall be by a majority vote of the entire committee. The Sick Bank shall use as guidelines those reasons set forth under FMLA and excusable leaves of absence as stated in this Article.

The procedure for the administration of the Master Sick Bank shall be in accordance with the following provisions and shall be for the use and benefit of all eligible bargaining unit employees who apply and whose applications are subsequently approved for sick day(s) benefits.

- b. Any bargaining unit member shall be eligible to make application to the Sick Bank Committee for sick days of benefit after the member has been employed and worked a minimum of six months and the member must be incapacitated for at least five (5) consecutive working days for a FMLA recognized medical reason and must have exhausted all days available in the employee's personal sick leave accumulation before drawing on the Master Sick Bank. The Family and Medical Leave Act (FMLA) of 1993 required covered employers to provide eligible employees with up to twelve (12) weeks of unpaid leave (if no accumulated paid time is available) for job-protected leave annually.

If a bargaining unit member is incapacitated for at least ten (10) working days (not necessarily consecutive working days) in any one instructional year and there is a further incapacitation which appears to be a recurrence of the same illness or accident and the same licensed physician who originally handled the case verifies by written statement that such incapacitation is a recurrence, then the five (5) consecutive day eligibility requirement can be waived in such instance at the discretion of the Sick Bank Committee. In the instance of a recurrence of an illness, the employee may change physicians. Examples include: Chemotherapy, Physical Therapy, Kidney Dialyses, and any other medically verified need for intermittent leave that may not fit the criteria of five (5) days consecutive absence.

No more than twenty (20) sick days shall be approved for deduction from the Master Sick Bank per each written request. No more than thirty (30) days may be withdrawn by a bargaining unit member from the Master Sick Bank annually. An affected bargaining unit member who makes a second application for sick bank time shall satisfy all of the aforementioned criteria required above.

c. Application to the Master Sick Bank

Each application (as listed in Section F below) for sick days of benefit from the Master Sick Bank must be submitted on the Sick Bank Application Form to the Sick Bank Committee after the affected bargaining unit member's personal sick leave/paid accumulated personal leave has been exhausted.

Each application will be approved or rejected on the basis of each individual bargaining unit member's ability to meet the FMLA recognized medical circumstances. All applications must be accompanied by supporting statements from a licensed physician. Upon approval or denial of each application the Sick Bank Committee shall provide written response to the affected bargaining unit member. The Committee shall return all supporting medical statements to the bargaining unit member with the written decision to approve or reject the application. The Sick Bank Committee also recognizes the legal requirement to protect the privacy of the affected bargaining unit members and shall not discuss, outside of the committee the medical reasons for the request other than to give formal notice of approval or withdrawal to the Superintendent of the White Pigeon Community School District.

d. Sick Bank Committee

The Sick Bank Committee shall be composed of two (2) Association Representatives appointed by the Association Executive Board of Directors and one (1) Administrator of the District. The Master Sick Bank shall be approved/denied by the committee, shall be by a majority vote of the entire committee.

e. Administration

The Master Sick Bank shall be administered by the Sick Bank Committee in accordance with the following provisions:

- In the event that a bargaining unit member is eligible for LTD insurance compensation that affected bargaining unit employee shall not be allowed more than the number of days needed to satisfy the waiting period for LTD benefits from the Master Sick Bank in any school year.
- The formal notice of approval authorizing an award of sick days from the Master Sick Bank to a bargaining unit employee will be sent to the Superintendent within five (5) days of authorization for deduction from the Master Sick Bank. The Board of Education may require that the affected bargaining unit member provide supporting statements from a licensed physician. All approvals/denials shall be signed by no less than three members of the Sick Bank Committee and President of the White Pigeon Education Association.
- The records of the Master Sick Bank shall be audited annually at the end of each of each school year by a committee composed of three MEA members by appointment of the White Pigeon Education Association Executive Board. A copy of the audit report shall be furnished to the Executive Board of the Association and to the Master Sick Bank Committee.

f. **MASTER SICK BANK APPLICATION**

I _____ am making a formal request for withdrawal from the Master Sick Bank as my personal accumulated sick leave has been depleted. I have been provided with a copy of the Master Sick Bank Guidelines and Administrative Policy. My signature attests that I understand the requirements for application to this sick bank. I have attached the necessary medical verification to this written request.

Date

Affected Bargaining Unit Member

(Forms are to be submitted to each Building Principal)

5. Teachers who are absent because of an injury or disease compensable under the Michigan Workers' Compensation Law, shall receive from the Board the difference between the allowance under the Michigan Workers' Compensation Law and their regular salary for the duration of sick leave fund due them.
6. Any teacher whose personal illness or disability extended beyond the period of compensation under Article VIII shall be granted a leave of absence up to one (1) year without pay, experience credit for increments, or other contractual benefits; except as covered in the Family and Medical

Leave Act of 1993 concerning fringe benefits. Said leave shall be renewable at the Board's discretion. Teachers terminating such leaves and notifying their Principals with written notice of termination of said leaves at least ten (10) days prior to their anticipated returns, shall be assigned to the same positions, if available, or to substantially equivalent positions.

7. When regularly scheduled school days are canceled by the Administration, those teachers who at that time, are on approved leave of any kind of two (2) days or less duration will not have those days of absence charged against credited leave time.

B. Child Care Leave

1. A teacher shall be granted a child care leave upon request in accordance with the Family and Medical Leave Act (FMLA). Said leave shall be without pay, benefits or salary increments.
 - a. Upon return, the teacher will be reinstated to the teacher's former position or to a position of like nature, seniority, status and pay.
 - b. Child care leave may be granted at any time but the teacher must return to work at the beginning of a semester.
2. A member of the bargaining unit adopting a child shall, upon written request to the Superintendent, receive child care leave. Such leave shall commence upon the placement of the child in the adoptive parent's home.

**ARTICLE IX
OTHER LEAVES**

A. Association Leave

At the beginning of every school year, the Association shall be allowed a maximum of four (4) days, nonaccumulative, to be used by teachers who are officers or agents of the Association, such use is to be at the discretion of the Association. The Association agrees to notify the Board no less than forty-eight (48) hours in advance of taking such leave.

B. Personal Business Leave

1. At the beginning of every school year, each teacher shall be allowed a maximum of two (2) personal business days. Personal business days should be used only for matters which cannot be handled outside school hours. Teachers planning to use a personal leave day shall notify their principals at least three (3) days in advance, except in cases of emergency, and shall be given permission to so use the day or days. Personal business days may accumulate to a total of six (6) days.
2. Personal business days, for the purpose of extended vacations, will be discussed with the principals and only five (5) people per building will be granted each year. Once a personal day for an extended vacation has been granted, a member cannot ask for another personal day to extend a vacation for three (3) years.
3. Leaves of absence with pay and not chargeable against the teacher's allowance shall be granted for the following reasons:
 - a. Absence when a teacher is called for jury service. The Board will pay the difference between the teacher's per diem and the allowance paid by court for same, for each day of jury duty.

- b. Court appearance as a witness in any case connected with the teacher's employment or the school or whenever the teacher is subpoenaed to attend any proceedings. This provision does not apply to cases between the teacher, and/or Association and the District.
- c. Approved visitation at other schools or for attending education conferences or conventions, including Association workshops or conferences.

C. Professional Business Leave

Conferences, workshops, conventions, and visitation days offer valuable inservice opportunities to teachers; therefore a reasonable number of teachers, within the limitations of administratively approved budget appropriations and educational objectives should be encouraged to attend same. The teacher planning to use professional business days shall notify the Principal at least one (1) week in advance of the anticipated absence. Mileage, registration, and housing fees as approved by the Superintendent or their designee shall be paid by the District. Teachers may request registration fees in advance and shall be paid mileage allowance expenses upon the presentation of completed vouchers. Any trip in excess of two hundred (200) miles one-way must have prior approval of the Board. Attendance at such conferences shall be rotated, among those applying within a building, on as equitable a basis as possible.

D. Study Leave

Leaves of absence without pay may be granted, at the sole discretion of the Board, upon a semester basis unless otherwise negotiated, with the following stipulations:

1. There shall be no more than three (3) teachers on study leave at any one time.
2. There shall be no more than one teacher on leave from each department or grade level at any one time.
3. Each teacher on study leave shall be enrolled in a minimum of two classes having a minimum total five (5) semester hours.

Application for these leaves must be presented to the building principal at least sixty (60) days prior to the beginning of the proposed semester of leave and shall be granted for any of the following purposes:

1. Study related to the teacher's field of certification.
2. Study to meet eligibility requirements for certification in another teaching field other than that held by the teacher.
3. Study, research, or special teaching assignment involving advantage to the school system.

Teachers returning from said leaves shall be restored to their teaching positions or to positions of like nature, seniority, status and pay.

Teachers on study leave agree to supply the superintendent with a current mailing address.

E. Military Leave

Any teacher inducted or enlisted for service in the Armed Forces of the United States shall be granted a military leave of absence. Re- assignment of teachers terminating such leave shall be governed by the School Code or any applicable law effective at the time of the assignment.

F. Miscellaneous Leave

Upon request from a teacher, and at the Board's discretion, a teacher may be granted a one-year (1) leave of absence without pay, experience credit for increments, and other contractual benefits.

G. Termination of Leave

At least thirty (30) days prior to the expiration of his/her leave, the teacher shall notify the Superintendent of his/her intention regarding return to the district upon the expiration of the leave.

ARTICLE X
TEACHER EVALUATION & PROGRESS

EVALUATION

A. Definitions

1. Evaluation – A formal written record, signed by the immediate supervisor and employee that is placed in the employee's permanent file.
2. Observation – A classroom visitation, or other worksite visitation in the case of non-classroom professionals, for the purpose of gathering information.

B. Parties, Number and Times of Observations

The performance of all teachers shall be evaluated in writing in accordance with the Michigan Teacher Tenure Act. No teacher shall be evaluated on the day immediately preceding or following a non-instructional period or vacation period. The Charlotte Danielson professional growth model shall be the format used for enhancing and evaluation of the instruction of probationary teachers, tenured teachers, and other professional staff. A copy of the professional growth tool shall be shared and reviewed with the staff prior to the beginning of student instructional calendar. It is agreed that amendments to the evaluation instruments may be made after June 30, 2012 through separate Letter of Agreement between the parties for the life of this Master Agreement. A copy of the evaluation materials is found within the Master Agreement in Appendix D. All probationary and tenured teachers, upon their employment or at the beginning of the school year, whichever is later, shall be informed of the specific criteria upon which they will be evaluated. Only Building Principals, Assistant Principals, or qualified administrators shall conduct teacher evaluations.

1. Probationary teachers shall be observed at least twice each school year and evaluated annually. The first observation will not be earlier than September 1st. The second observation will not be later than March 1st. Each probationary teacher's evaluations shall be based on at least two (2) classroom observations held at least 60 days apart. A tenured teacher who receives an unsatisfactory evaluation shall request in writing a second evaluation which must be granted by the building principal.
2. All probationary teachers, upon the completion of their first full year teaching in the District, shall, in each subsequent year of probation, meet with a qualified administrator and develop an Individual Development Plan.

C. The Observation

These required observations shall be made in person for a minimum of thirty (30) minutes. All monitoring or observation of the performance of a teacher shall be conducted openly and with the awareness of the subject teacher. No anecdotal information or informal observation report, not previously communicated to the teacher, may be included in an evaluation.

D. Conference

A conference between the teacher and the evaluating administrator shall be held for the purpose of informing the teacher of the evaluation results. The teacher shall have thirty (30) days from the time of the conference to write comments on the evaluation instrument.

E. Interview, Report, and Response

Within five (5) working days of this observation, the evaluating administrator shall arrange a personal interview with the evaluated teacher. Within ten (10) working days of said observation, the evaluator must conduct this interview. The evaluator shall submit a written report of said observation to the administration and a copy of this report to the subject teacher within fifteen (15) working days of such observation. If the evaluator finds a teacher's performance unsatisfactory, the evaluator shall state the following in specific terms.

1. Professional shortcomings of the subject teacher.
2. Desired improvements or corrections for Item #1.
3. Suggested methods for attaining Item #2.
4. If applicable, offers of administrative or staff assistance for attaining Item #2.

Both evaluator and evaluatee are required to sign every observation report. Signatures of evaluatees do not necessarily indicate their agreement with report contents. Subject teachers may respond in writing to their evaluation reports and may have these written responses attached to the related evaluations for placement in their personal files.

F. Written Report and Recommendations

No later than April 15 of each probationary year, the second written observation report concerning the probationary teacher shall be submitted to the Superintendent by the evaluating administrator within the completed annual evaluation. A copy of the report shall be furnished to the subject teacher. This report shall include the evaluator's recommendation for the subject probationary teacher. Such recommendation shall be one of the following: advancement to tenure status, extension of probation or denial of contract for the ensuing school year. The report shall not contain any information not previously made known to and discussed with the probationary teacher.

In event the teacher is not continued in employment, the Board will advise the teacher of the reasons therefore in writing, supply the Association with a copy of said reasons, and, if requested, provide for a hearing with the Board.

G. Mentor Teacher Program.

1. For the first three (3) years of his/her employment in classroom teaching, a teacher will be assigned a master teacher(s) who will serve as mentor to the new teacher.
2. Recognizing the special needs of probationary teachers in becoming oriented to the teaching profession and to the School District, and to improve the quality of instruction, the School District commits to establishing a mentor teacher program. The duties of mentor teachers shall include, but are not limited to, assisting, observing and counseling the probationary teacher for the purpose of acclimating the probationary teacher to the teaching profession and to the District, but mentor teachers shall not be responsible for evaluating probationary teachers, which shall remain the prerogative of the Administration.

3. The Board reserves the right to unilaterally appoint persons to serve as master or mentor teachers for all purposes for which such persons are required by law. Such individuals may be appointed from either inside or outside the bargaining unit, as deemed appropriate by the Board. Provided, however, that the Board shall give good faith and reasonable consideration to an internal applicant from within the tenured teaching staff who meet the qualification standards which may be established by the Administration.
4. Minimum requirements for applicants for mentor teaching positions shall include successful prior teaching experience, familiarity with current educational philosophies of instruction and genuine willingness to work cooperatively with any District Administrator(s) responsible for supervision of the probationary teacher. Mentor teacher pay is per Appendix B, Extra Duty Assignment Schedule.
5. No member of the bargaining unit shall be involuntarily assigned to serve as a mentor teacher.
6. Any member of the bargaining unit that is appointed as a mentor teacher shall be provided with release time, if necessary, for training as a mentor to be scheduled during his/her regular duty hours.
7. The district shall promptly notify the Association when a mentor teacher is matched with his/her mentee.
8. When a bargaining unit member serves as a mentor, reasonable effort will be made to match mentors and mentees who work in the same building and have the same area of certification.
9. Neither the mentor nor the mentee shall be permitted to participate in any matter relating to the evaluation of the other.

H. Satisfactory Evaluation

Teachers receiving a satisfactory (effective) or higher (highly effective) evaluation shall be eligible to receive additional compensation in the form of a Merit Pay stipend. The funds for the annual stipend shall be divided between all teachers based on the points accumulated on the Merit Pay menu from a pool of \$10,000.00 annually, which shall be funded by the Employer.

For purposes of this section, any bargaining unit member not evaluated as a result of the Employer's failure to complete or begin an evaluation shall be deemed satisfactory (effective) for that given year and shall be eligible to receive the additional compensation.

I. Extra Duty

There shall be a written evaluation of all extra duties within fifteen (15) working days after the completion of the activity. Failure to notify the subject teachers shall indicate their acceptable performance.

J. Discipline

Discipline shall be defined as oral reprimand, written warning, written reprimand or suspension without pay. No teacher shall be disciplined without just cause.

1. Before any meeting is called from which disciplinary action may result, the teacher shall be notified and shall be entitled to have present a representative of the Association. If an

Association Representative is requested to be present, no longer than two (2) days may elapse before such meeting is held.

2. During any meeting in which the teacher feels disciplinary action may result, the teacher shall be allowed to stop the meeting and request Association representation. If an Association Representative is requested to be present, no longer than two (2) days may elapse before such meeting is resumed.

K. Parental Complaints

Complaints made by the parent of a student and directed toward a teacher shall be promptly called to the teacher's attention. If the complaint is placed in the teacher's file, the teacher shall be given a copy. No parental complaint shall be placed in a teacher's file without just cause. Subject teachers may respond in writing to the complaint and may have these written responses attached to the complaint for placement in their personnel files.

L. File Content

The personnel file of each teacher may contain a record of each time a teacher fails to comply with the requirements of his/her assignment or their responsibility as a member of the staff. Such records are to be compiled by the immediate superior assigned to the administration of the building.

Prior to the placement of any material in a teacher's file, the teacher must have opportunity to respond. Said response shall become a part of said file. Each teacher's personnel file shall contain the following minimum of information:

1. All teacher evaluation forms and reports.
2. Copies of Probationary Contracts, a copy of the Tenure Contract and Annual Salary notice.
3. Original application form
4. A copy of the teacher's valid certificate as recorded with the Intermediate Superintendent's office.
5. A complete official transcript of all academic credit as provided by the teacher to the Board.
6. Tenure recommendation: Copies of letters to the Tenure Commission.

M. File Review

All teachers shall have the right, by appointment with the administration, to review the contents of their personnel files. The Superintendent, or, in his absence, a Building Principal, shall be present during the review. At the teacher's request, a representative of the Association may accompany the teacher in this review.

ARTICLE XI **PROTECTION OF TEACHERS**

- A. The parties recognize the mutual duty of the administration and teachers to maintain control and discipline on the school site. A teacher may use such reasonable physical force as is necessary on the person of any pupil to protect him/herself from attack, or to prevent injury to another student.
- B. Since the teacher's authority and effectiveness in the classroom is undermined when students discover that there is insufficient administrative backing and support of the teachers, the Board recognizes its responsibility to give all reasonable support and assistance to teachers with respect to the maintenance of control and discipline in the classroom. Whenever it appears that a particular

pupil requires the attention of special counselors, special workers, law enforcement personnel, physicians, or other professional persons, the Board will take reasonable steps to provide assistance to such pupil.

- C. Any case of an assault upon a teacher, which relates to that teacher's contractual duties, shall be promptly reported to the Board or its designated representative. The Board will provide and select legal counsel with respect to such assault.
- D. If any teacher is complained against or sued by reason of disciplinary action by the teacher against a student, the Board will provide assistance to the teacher's legal counsel.
- E. Teachers shall be expected to exercise reasonable care with respect to the safety of pupils and property, but shall not be individually liable, except in the case of negligence or neglect of duty, for any damage or loss to person or property.
- F. Teachers desiring to direct "official" written communication to parents or "guardians" relative to school policies, practices, and/or curricular programs shall notify and receive the permission in advance from their building principal or the district superintendent.

ARTICLE XII

LAYOFF AND RECALL PROCEDURE

- A. When the Board determines that a reduction in teacher personnel is necessary, the board agrees to use all of the following criteria: qualifications, certification, tenure status, and seniority.
- B. For the purpose of this Article, a teacher shall be qualified if he or she meets the certification and highly qualified requirements set forth in the state and federal legislation.
- C. For the purposes of this Article, seniority shall be defined as a teacher's length of continuous service with the school district from the teacher's last date of hire (which is determined by signature, date and time on letter of intent).
 - 1. No later than thirty (30) days following the implementation of this Agreement, and by every September 30 thereafter, the district shall prepare a seniority list and present it to the Association President. Seniority will be determined by date and time of Letter of Intent.
- D. Teachers will not be entitled to any compensation or fringe benefits while on layoff. However, subject to approval and regulations of the carrier, teachers will be allowed to make premium payments toward health insurance.
- E. Recall
 - 1. Teachers will be recalled to duty in accordance with the law. The Board agrees to recall tenured teachers in inverse order of their layoff provided they are certified and qualified for the positions being filled. The opportunity for recall shall only occur when more teaching positions exist than the number of teachers on active duty.
 - 2. Notice of recall shall be sent by registered or certified mail to the last official address of the employee as reflected by the employer's records. It is the responsibility of the employee to inform the Board of any changes of address. If a probationary employee fails to notify the Board of intent to return on the date specified in the notice within ten (10) calendar days from the

receipt of said notice, or within ten (10) calendar days from the date the notice is determined undeliverable, whichever comes first, said probationary employee shall be deemed a voluntary quit and shall forfeit all rights to future employment with the Board. The ten (10) calendar day undeliverable grace period shall run from the date the Association is so notified. If a tenured teacher fails to notify the board of his/her intent to return, said teacher shall forfeit his/her job rights only pursuant to the provisions of the Michigan Teacher Tenure Act and the decisions of the Tenure Commission.

ARTICLE XIII **NEGOTIATION PROCEDURES**

- A. It is contemplated that matters not specifically covered by this Agreement, but of common concern to the parties, shall be subject to professional negotiations between them from time to time during the period of this Agreement, upon request of either party, to the other. The parties undertake to cooperate in arranging meetings, selection of representatives for such discussion, furnishing necessary information and otherwise constructively considering and resolving any such matters.
- B. Prior to the expiration of this Agreement or any part thereof, the parties will begin to negotiate terms and conditions of employment for teachers under the forthcoming Agreement.
- C. If the parties fail to reach an agreement in any such negotiations, either party may invoke the Mediation Machinery of the Michigan Employment Relations Commission or take other lawful measures it may deem appropriate.
- D. Both parties recognize the desirability of continuous and uninterrupted operation of the instructional program during the normal school year and the avoidance of disputes which threaten to interfere with such operations. The Association accordingly agrees that neither it nor its members will engage in or assist in any strike, picketing, slowdown, boycott, or other interruption of activities in the school system, against the White Pigeon Community Schools, during the period of this agreement; and the Board agrees that, for the period of this agreement, it will not engage in any lockout as defined by Section 1 of the Public Employment Relations Act.

ARTICLE XIV **GRIEVANCE PROCEDURE**

- A. The following matters shall not be the basis of any grievance filed under the procedure outlined in this Article:
 - 1. The termination of employment or failure to re-employ any probationary teacher caused by unsatisfactory job performance;
 - 2. Any Article or Section of the Agreement that has, by its wording, been excluded from the grievance procedure;
 - 3. Any matter set forth in this Agreement which is covered by a State or Federal Law;
 - 4. The content of any evaluation.
- B. Oral Level
A teacher, group of teachers, or the Association alleging a violation of the express provisions of this contract shall within seven (7) days of its alleged occurrence orally discuss the grievance with the building principal in an attempt to resolve same.

If no resolution is obtained within three (3) days of the discussion, the teacher shall reduce the grievance to writing and proceed within seven (7) days of said discussion to Written Level 1.

C. Written Level 1

A copy of the written grievance shall be filed with the building principal. Within five (5) days of receipt of the grievance, the principal or his designated representative will make his written disposition and give a copy to the grievant(s) or their Association representative. If the Principal's disposition is not satisfactory to the grievant(s), the grievant(s) shall within seven (7) days appeal the grievance in writing to the Superintendent.

Written Level 2

The Superintendent shall have ten (10) days from date of receipt to meet with the grievant(s) or the Association and approve or disapprove it and transmit his written disposition to the grievant(s).

D. Level Three Grievance Procedure:

If the grievance is not settled at the preceding step, it may be submitted to binding arbitration. Within ten (10) working days of the receipt of the Superintendent's answer, the party choosing to arbitrate must give written notice to the other party. Following this written notice, the parties will, within ten (10) working days, select an arbitrator according to the following procedure:

1. Attempt to select an arbitrator by mutual consent.
2. If the parties cannot agree upon an arbitrator, then the arbitrator shall be selected by the American Arbitration Association in accordance with its rules which shall likewise govern the arbitration proceedings.
3. Neither party shall be permitted to assert in such arbitration hearing any ground or to rely on any evidence not previously disclosed to the other party. The arbitrator shall have no power to alter, add to, or subtract from the terms of the Agreement, nor shall the arbitrator have power to interpret state or federal law. Where no wage loss has been caused by the action of the Board complained of, the Board shall be under no obligation to make monetary adjustments and the arbitrator shall have no power to order one. Arbitration awards or grievance settlements will not be made retroactive beyond the date of the occurrence or non-occurrence of the event upon which the grievance is based. In no event, however, shall the settlement be earlier than thirty (30) days prior to the date on which the grievance is filed. Both parties agree to be bound by the award of the arbitrator and agree that judgement thereon may be entered in any court of competent jurisdiction.

E. The fees and expenses of the arbitrator shall be shared equally by the Association and the Board.

F. Should a grievant fail to institute a grievance with the time limits specified, the grievance will not be processed. Should a grievant fail to appeal a decision within the limits specified, or leave the employ of the Board, (except a claim involving a remedy directly benefiting the grievant regardless of his employment), all further proceedings on a previously instituted grievance shall be barred.

G. In the event a grievance directly involves the Association as a whole or teachers in more than one building, the grievance may be initiated at Written Level 2 provided it is filed with the Superintendent within seven (7) days of its alleged occurrence.

- H. The term "day or days" used in this article shall refer to Monday through Friday, excluding scheduled or legal holidays and school year vacations.

ARTICLE XV

PROFESSIONAL IMPROVEMENT

The Board shall reimburse teachers for additional training in education, Categories I and II as regulated herein.

- A. Category I is limited to those credit hours leading to qualification for any of the following: (Provisional or Continuing Certification for teachers employed prior to June 1, 1981), Master's, Education Specialist's, or Doctor's Degree. To qualify for Category I reimbursement, teachers shall:
1. File with the Superintendent on or before the opening day of school in the September immediately following the completion of such training, a statement of intent to apply such credits to a certification or degree program and
 2. Submit to the Superintendent no later than the November 1st immediately following the completion of such training, Grade Slips and/or Official Transcripts of Credit validating such credit hours.
- B. Category II is limited to those credit hours within each teacher's assigned field, but outside a certification or degree program. To qualify for Category II reimbursement, teachers shall
1. Secure written approval, dated prior to their enrollment in such training, from the Superintendent and
 2. Submit to the Superintendent no later than the November 1st immediately following the completion of such training, Grade Slips and/or Official Transcripts of Credit validating such credit hours. Failure of the Superintendent to respond to said written request within twenty (20) working days of their receipt shall constitute approval.
- C. Categories I and II
1. The Board shall fund only that additional training started by teachers subsequent to their working under the Agreement.
 2. Reimbursement for additional training completed after September 15 shall be made by the end of the semester following the completion of the work.
 3. The maximum annual contract year additional training reimbursement made to any teacher shall be three hundred dollars (\$300.00). Rates are as follows: up to one hundred and fifty dollars (\$150) per credit hour.

ARTICLE XVI

SCHOOL CALENDAR

- A. The parties agree that all aspects of the School Calendar are negotiable, including, but not limited to, length of the school year, and further agree that for the term of this Agreement, the School Calendar shall be set forth in Appendix C. There shall be no deviation from or change in the School Calendar except by mutual agreement of the Board and the Association. The parties also agree to abide by the

basic structure and intent of the St. Joseph County Common Calendar after both parties have gone through the established ratification procedure.

- B. One additional day shall be designated, prior to the opening of the school term in the fall, the date to be set by the Administration and announced to all professional personnel, for the purpose of orientation of new personnel. This day shall be included as a mandatory part of the first probationary contract, and shall not be subject to any additional reimbursement under this Agreement. One half of said day shall consist of an appropriate program explaining the master contract. This program shall be jointly sponsored by the Association and the Administration.
- C. The dates of In-Service Days shall be determined by mutual agreement of the Association and the District. The content of the in-service day shall be planned by the Curriculum Director. All teaching personnel shall participate for the length of the regular school day that is released for such activities and all time shall be applied toward Professional Development hours.
- D. All teaching personnel shall participate on Clerical Work Days for the full length of the regular school day at such activities as grading tests, figuring semester grades, preparing lesson plans or other related activities.
- E. Any lost days of instruction that have to be rescheduled due to State or Federal regulations shall be made up by the Association without additional compensation.
- F. All state and federal required professional development days (inservices) required for new teachers will not be reimbursed by the District unless said professional development is included as part of the teacher Individual Development Plan (IDP) or otherwise covered under Article IX, Section C.
- G. The number of professional development days and student days will comply with the minimum requirements of the school Code without additional compensation.

ARTICLE XVII **INSURANCE BENEFITS**

The Board will adopt a plan to bring this article into compliance with IRS regulations.

- A. As soon as it can be accomplished after ratification to this agreement by both parties, each employee who enrolls in MESSA PAK A or PAK B shall receive the benefits defined under the Plan.

Each employee who chooses to enroll in MESSA PAK A or MESSA PAK B shall receive the benefits defined under the plan. Each employee who enrolls in MESSA PAK A or PAK B shall pay 20 % of the premium based on their level of coverage; single subscriber, two person, or full family. Each employee shall contribute the 20% towards the cost of their choice of insurance coverage beginning September 1, 2011. The employee contribution shall be spread evenly over 26 or 21 pays. The Board will pay the remainder of the yearly premium.

Employee contributions shall reflect 20% of the premium cost July 1, 2012 through June 30, 2013 and shall be broken down by level of coverage; single subscriber, two person, and full family. The breakdown of cost shall be provided to all employees as reflected above, prior to the renewal of the insurance plan or not later than July 1 annually.

The employer shall provide a Premium Contribution Plan, which permits a member's contributions towards premiums to be paid with pretax dollars.

The employer shall formally adopt a qualified plan document which complies with Section 125 of the Internal Revenue Code. Bargaining unit members electing to use the Premium Contribution Plan shall do so through a Salary Reduction Agreement and payroll deduction.

- B. Teachers not electing to take any health insurance may participate in the PAK B plan of benefits and will receive a cash option in lieu of health benefits. The cash amount shall be two hundred dollars (\$200) per month. The employer shall formally adopt a qualified plan document which complies with Section 125 of the Internal Revenue code. Teachers may use this money for MESSA options upon completion of the appropriate application forms, or a specified amount may be applied through a Salary Reduction Agreement by the bargaining unit member towards MEA-FS Tax Deferred Annuities (TDA), or other non-taxable options provided by annuity companies mutually identified by the Board and Association. All selections may be payroll deducted.
- C. There shall be no duplication of health coverage in the event more than one member of the same family is employed in this system as a teacher.
- D. Part-time employees shall receive benefits on a pro-rata basis.
- E. MESSA PAK Summary

Plan A:

- a. Health: MESSA Choices II; \$10/40 Saver Rx
\$500/1000 annual deductible
- b. Negotiated Life: \$10,000 with AD&D
- c. Vision: VSP3
- d. Dental: 100/50/50/50; \$1,000 Annual Max.
\$1,000 Class IV Lifetime Max.
Sealants
Two cleaning per year

Plan B:

- a. Negotiated Life: \$10,000 with AD&D
- b. Vision: VSP3
- c. Dental: 100/50/50/50; \$1,000 Annual Max.
\$1,000 Class IV Lifetime Max.
Sealants
Two (2) cleanings per year

- F. The above coverages shall go into effect by the first day of the month following the month the teacher becomes eligible. It is expressly understood that in the event a husband and wife are both employees of the District, one such person shall be designated as the insured and be eligible for Plan A, and the other shall only be eligible for Plan B.
- G. The Board's contribution provided above shall be prorated for teachers working less than full-time. Each affected employee shall be responsible for the employee portion of the premium contribution which shall be 20%, depending on the date of hire, plus the employee premium contribution. Teachers working less than full time shall be eligible to receive Employer paid benefits at a reduced

level of compensation to that of a full time teacher. The breakdown is as follows, less the employee contribution:

Full-time 100%
3/4 time to full time 75%
1/2 time to 3/4 time 50%
Less than 1/2 time 0%

H. The provision of the above insurances shall be subject to the rules and regulations of the underwriter(s).

I. Policy Holder

It is the understanding of both parties that the Board will declare itself policyholder of the negotiated MESSA Insurance coverage and MESSA will then change the PAR agreement to accord policyholder status to the District. The parties further agree that policyholder status shall not impair, change the level of mutually negotiated benefit level and the carrier that has been negotiated in the collective bargaining agreement. In addition, this shall not change nor alter the current claims processing established by MESSA.

ARTICLE XVIII
MISCELLANEOUS PROVISIONS

A. The District shall provide notice of a telephone number to call in the event a teacher must report a personal absence due to illness. Every effort (if the absence is foreseeable) must be made by the teacher who is calling in to report a personal absence due to illness prior to 6:00 A.M.

B. Copies of this Agreement shall be printed at the expense of the Board and presented to all teachers now employed or hereafter employed by the Board.
Such new Master Contract and Agreements thereto, shall be properly and neatly printed and placed in the hands of the membership of the Board and the membership of the Association no later than October 15th or not more than (1) calendar month after the date of final ratification of the Master Contract by both parties.

C. If any provisions of the Agreement or any application of the Agreement to any employee shall be found contrary to law, then such provisions or application shall be deemed null and void, but all other provisions or applications shall continue in full force and effect; furthermore, the provisions of such law shall supersede, to the extent of the conflict, the provisions of this Agreement and govern the relations of the parties hereunder.

D. School Improvement Plans

1. The Board, Administration, teachers and Association recognize the necessity of maintaining ongoing district-wide and building level school improvement plans and the importance of continued recognition of quality educational services as a fundamental priority and shared goal of the parties.
2. The Board recognizes that the terms and conditions of the collective bargaining agreement will govern with respect to wages, hours and other conditions of employment and that those terms shall not be altered or modified through the school improvement process, absent written mutual agreement and ratification by the parties.

3. The involvement for teachers on school improvement planning committees shall be voluntary.

E. Annexation/Consolidation

The Board will use its best efforts to see that the White Pigeon teachers' service to the White Pigeon Community Schools is recognized in any new district formed by consolidation.

ARTICLE XIX
DISTRICT'S RIGHTS

Section 1: The Board, on its own behalf and on behalf of the electors of the school district, hereby retains and reserves unto itself without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by all applicable State and Federal laws as well as the terms and conditions of this Agreement. Such rights, duties, etc., shall include, by way of illustration and not by way of limitation, the right to:

1. Determine financial policies, manage and control its business, its equipment and its operations and to direct the working force and affairs of the entire school system.
2. Continue its rights, policies, and practices of assignment and direction of its personnel, determine the number of personnel, and schedule all the foregoing.
3. Direct the working forces, including the right to establish and/or eliminate positions, to hire, evaluate, promote, suspend, and discharge employees, transfer employees, assign work or duties to employees, determine the size of the work force and to lay off employees.
4. Determine the services, supplies, and equipment necessary to continue its operation and to determine all methods and means of distributing the above and establishing standards of operation, the means, methods and processes of carrying on the work including automation or subcontracting thereof or changes therein.
5. The Board shall continue to have the exclusive right to establish, modify, or change any condition except those covered by provisions of this Master Agreement.

Section 2: In meeting such responsibilities, the Board acts through its administrative staff. Such responsibilities include, without being limited to, the establishment of education policies, the construction, acquisition and maintenance of school buildings and equipment, the evaluation, discipline, promotion and termination of employees; and the establishment and revision of rules and regulations governing and pertaining to work and conduct of its employees. The Board and administrative staff shall be free to exercise all of its managerial rights and authority not specifically relinquished to the Association by this Agreement.

Section 3: The listing of specific management rights in this Agreement is not intended to be nor shall be restrictive of, or a waiver of, any rights of management not listed and specifically surrendered herein whether or not such rights have been exercised by the Board in the past.

ARTICLE XX
EARLY RETIREMENT SEVERANCE PAY

- A. Teachers electing early retirement, shall receive 100% of the difference of their base pay and the base pay at step 1 of the BA column on the contract salary schedule; this applies only up to and including 30 years of service. Over 30 years, said teacher shall receive 50% of the difference.

The Early Retirement Severance Pay shall be paid within thirty (30) days of the date of retirement, if retirement is during the school year. If retirement is at the end of the school year, payment shall be on or before September 30. Teachers electing early retirement must present a letter of resignation for retirement to the Superintendent by May 1st of the current school year. If extenuating circumstances exist, early retirement severance pay requests will be considered after May 1st.

- B. Extenuating circumstances may include, but are not limited to a serious or life threatening illness or accident of the employee or immediate family member, the death of an immediate family member, or the job transfer of a spouse or immediate family member.
- C. If denied, a formal request should be made to the Board. There will be a meeting with the Superintendent with a union representative. If necessary, there will be closed session meeting with the Board.

ARTICLE XXI
DURATION

This agreement shall be effective on August 16, 2011 and shall continue in effect until the 15th day of August 2013.

SOUTHWESTERN MICHIGAN EDUCATION ASSOCIATION
WHITE PIGEON EDUCATION ASSOCIATION

Signed:

WPEA President

Signed:

UniServ Director

Signed:

Signed:

Signed:

WHITE PIGEON COMMUNITY SCHOOLS BOARD OF EDUCATION

Signed:

Signed:

Signed:

This Official Document of Ratification bearing the actual signatures of the Representatives of the parties involved shall be on file with the White Pigeon Community School District Board of Education in the Office of the Superintendent of Schools and will be made available for public inspection upon request.

APPENDIX A
2011-2013
White Pigeon Salary Schedule

| STEP | BA | BA+18 | MA/BA+35 | MA+18/BA+53 |
|-------------|-----------|--------------|-----------------|--------------------|
| 1 | 32,343 | 33,970 | 35,030 | 35,716 |
| 2 | 32,611 | 34,239 | 35,300 | 36,575 |
| 3 | 33,208 | 34,509 | 35,571 | 37,441 |
| 4 | 34,073 | 34,831 | 35,898 | 38,303 |
| 5 | 34,937 | 35,696 | 36,760 | 39,168 |
| 6 | 35,799 | 36,427 | 37,624 | 40,032 |
| 7 | 36,823 | 37,586 | 38,648 | 41,057 |
| 8 | 37,528 | 39,361 | 40,421 | 42,830 |
| 9 | 38,174 | 40,882 | 41,941 | 44,351 |
| 10 | 39,036 | 42,294 | 43,464 | 45,983 |
| 11 | 39,898 | 42,833 | 44,006 | 46,526 |
| 12 | 42,298 | 44,065 | 45,215 | 47,976 |
| 13 | 43,416 | 45,398 | 47,691 | 50,084 |
| 14 | | 50,133 | 52,427 | 54,163 |
| 15 | | 54,294 | 55,823 | 57,490 |

LONGEVITY

| | | | | |
|----|--|-----------------------------------|-----------------------------------|-----------------------------------|
| 16 | | 54,565 (0.5% added to Step 15) | 56,102 (0.5% added to Step 15) | 57,777 (0.5% added to Step 15) |
| 20 | | 54,838 (0.5% added to Step 16) | 56,382 (0.5% added to Step 16) | 58,066 (0.5% added to Step 16) |
| 25 | | 55,112 (0.5% added to Step 20) | 56,664 (0.5% added to Step 20) | 58,356 (0.5% added to Step 20) |

2011-2012 zero (0) percent increase through longevity. All steps shall be paid by the Employer. \$375.00 off-schedule stipend to be paid to all teachers not eligible to receive a step increase during the 2011-2012 instructional year only.

2012-2013 zero (0) percent increase through longevity. All steps shall be paid by the Employer.

APPENDIX B

EXTRA-DUTY ASSIGNMENT SCHEDULE

An interviewing committee will be established when there is more than one applicant for a position. This committee will consist of the Athletic Director, a Principal, 2 (two) members of the White Pigeon Education Association and a White Pigeon Community School Board Member. The Chairperson of each committee will appoint a representative.

Extra-Duty Assignment pay schedule. Payable as follows:

These assignments shall be paid on a percentage basis of the actual experience on the Bachelor's Degree bracket. Up to seven (7) years credit may be given for prior experience when coming into the system. Provision is made under Article XIII, Sections A, B, and C, and shall serve as the authority to meet emergency conditions or specific recruitment needs.

COACHING ASSIGNMENTS

% ON B.A. BRACKET

| | |
|--|--|
| Athletic Trainer (with no coaching) | 8% Fall; 6% Winter; 5% Spring |
| Head Girls' Basketball Coach | 10 |
| JV Basketball | 6 |
| Freshman | 5 |
| MS, Intramural | 4 |
| Varsity Cheerleading Advisor | 15 (5%/season, one being the competitive season) |
| Reserve Cheerleading Advisor | 5 (2-1/2%/season) |
| Freshman Cheerleading Advisor | 5 (2-1/2%/season) |
| M.S. Cheerleading Advisor | 4 (2%/season) |
| Head Cross Country Coach | 10 |
| Head Varsity Football Coach | 10 |
| 1st Assistant Varsity Football | 6 |
| 2 nd Assistant Varsity Football | 6 |
| Head JV Football | 6 |
| Assistant JV Football | 5 |
| MS Football | |
| 7 th Grade | 4 |
| 8 th Grade | 4 |
| Head Golf Coach | 10 |
| JV Golf Coach | 6 |
| Head Boys' Basketball Coach | 10 |
| JV Basketball | 6 |
| Freshman Basketball | 5 |
| 7 th Grade Basketball | 4 |
| 8 th Grade Basketball | 4 |
| Head Volleyball Coach | 10 |
| JV Volleyball Coach | 6 |
| Freshman Volleyball | 5 |
| MS Volleyball | 4 |
| Head Wrestling Coach | 10 |

| | |
|------------------------|----|
| JV Wrestling Coach | 6 |
| MS Wrestling Coach | 4 |
| Head Baseball Coach | 10 |
| JV Baseball Coach | 6 |
| Head Softball Coach | 10 |
| JV Softball Coach | 6 |
| Head Boys Track Coach | 10 |
| Head Girls Track Coach | 10 |
| MS Track | |
| Boys | 4 |
| Girls | 4 |
| Assistant Track Coach | 5 |
| Girls and Boys | |

Coaching and Sponsorships shall be paid on a schedule of periods of work completion when assignment does not run for the entire school year.

ASSIGNMENT

% ON B.A. BRACKET

| | |
|---------------------------------|--|
| Athletic Director | 7% per season (any teaching assignment in conjunction with this shall not exceed ½ time, i.e. 0.5 FTE's) |
| Mentor | 3 |
| Band Master | 10 (8%/teacher if two) |
| Debate Coach | 5 |
| Department Chairperson | 2 |
| HS Youth in Government Advisor | 6 |
| MS Youth in Government Advisor | 3 |
| Musical or All School Play | |
| Director | 4 |
| Music Director | 3 |
| Choreographer | 1 |
| Drama Class Production | 1% per production (Max. 2%) |
| Pep Club | 2-1/2% Fall; 2-1/2% Winter |
| Science Fair Coordinator | 2 (Paid upon Completion) |
| School Newspaper advisor | 4* |
| Varsity Club Advisor | 5 |
| Vocal Music Director | 4 |
| Yearbook Advisor/High School | 4 |
| Middle School | 1 |
| Senior Class Advisor | 6 |
| Junior Class Advisor | 6 |
| Sophomore Class Advisor | 3 |
| Freshman Class Advisor | 3 |
| Personal Curriculum Coordinator | 3 |
| National Honor Society | 3 |
| French Club | 3 |
| Science Olympiad H.S. | 2 |

| | |
|--|---|
| Olympiad M.S. | 1 |
| High School Student Council | 6 |
| Middle School Student Council | 2 |
| SADD | 4 |
| Peer Mediation | 2 |
| Crime Stoppers | 3 |
| Extra Class | Shall be compensated at a rate based on current Step of salary schedule. This rate will be broken down based on current day's assignment. (Example: 7 hour day = 1/7 rate of current salary Step.) |
| Supervision of Extra Curricular Activities | \$10.00/hour with the hours to be preapproved administratively. |
| Middle School/High School | |
| Quiz Bowl | 1 |
| Math Meet | 1 |
| Elementary | |
| Quiz Bowl | 1 |
| Math Meet | 1 |
| Student Council | 1 |
| Clue Me In | 1 |
| Yearbook | 1 |
| Young Authors | 1 |
| Coordinator of pre-established class/grade trip or camp | 2 |
| NCA Building Chair | 2 (Unless otherwise compensated) |
| Drivers Education | \$14.50 per hour |
| Mileage | Per Board policy |
| Counselor (for work assigned before and after regular contract year) | \$20.00/hour |
| Computer Coordinator (K-12) | \$1,000 per year |

*These assignments shall be paid when the duties are performed outside regular school hours.

APPENDIX C
TABLE OF PAYMENT FOR EXTRA-DUTY ASSIGNMENT
CONTRACTS FOR 2011-2013 SCHOOL YEARS

Extra-Duty Assignments which are not listed on the table below will be paid over 20 or 26 pay periods, as specified by the employee, for the school year. The dates listed below refer to the payroll date nearest the date given. In most instances, the pay dates will be the second pay day of the month listed, and is intended to spread the pay schedule over the period of the activity involved and to complete payment for the activity during the month that the activity is concluded. This schedule is to be included as a part of the Extra-Duty Assignment Contract.

ASSIGNMENT

| | Sept. | Oct. | Nov. | Dec. | Jan. | Feb. | Mar. | Apr. | May | June | July | Aug. |
|-------------------------|-------|------|------|------|------|------|------|------|-----|------|------|------|
| Athletic Director | | | 7% | | | | 7% | | | 7% | | |
| Athletic Trainer | 8% | | | 5% | | | 5% | | | | | |
| Basketball (G) | | | | ¼ | ¼ | 1/2 | | | | | | |
| Cross Country | 1/2 | 1/2 | | | | | | | | | | |
| Football | 1/4 | 1/4 | 1/2 | | | | | | | | | |
| Golf | | | | | | | | ½ | 1/2 | | | |
| Basketball (B) | | | | 1/4 | 1/4 | 1/4 | 1/4 | | | | | |
| M.S. Basketball (B) | | | ½ | 1/2 | | | | | | | | |
| Cheerleading Advisor | | 1/4 | 1/4 | | | 1/4 | 1/4 | | | | | |
| Volleyball | | ½ | 1/2 | | | | | | | | | |
| Wrestling | | | | 1/4 | 1/4 | 1/4 | 1/4 | | | | | |
| Baseball | | | | | | | | 1/2 | 1/2 | | | |
| Softball | | | | | | | | 1/2 | 1/2 | | | |
| M.S. Track (B & G) | | | | | | | | 1/2 | 1/2 | | | |
| Track (B & G) | | | | | | | | 1/4 | 1/4 | 1/2 | | |
| Assistant Track (B & G) | | | | | | | | | 1/4 | 1/4 | 1/2 | |
| M.S. Track (B & G) | | | | | | | | 1/2 | 1/2 | | | |
| Summer Band | | | | | | | | | | 1/2 | 1/2 | |
| M.S. Basketball (G) | | | | | ½ | 1/2 | | | | | | |

WHITE PIGEON COMMUNITY SCHOOLS
ACTIVITY AND ATHLETIC FUND ACCOUNTS

MONEY FOR DEPOSIT

DATE _____ NAME OF CLUB _____

HOW MONEY WAS EARNED _____

MONEY ENCLOSED IS AS FOLLOWS:

TOTAL AMOUNT OF BILLS \$ _____

TOTAL AMOUNT OF COINS \$ _____

TOTAL AMOUNT OF CHECKS \$ _____

TOTAL AMOUNT
OF DEPOSIT \$ _____

Person Turning in Money

Signature of Sponsor

~ ~ ~ ~ ~

WHITE PIGEON COMMUNITY SCHOOLS
ACTIVITY FUND ACCOUNT

FOR WITHDRAWALS FROM CLASS OR CLUB TREASURY

DATE _____

MAKE CHECK PAYABLE TO _____

AMOUNT _____

REASON FOR CHECK _____

NAME OF CLASS OF CLUB _____

CHECK NUMBER _____

DATE _____

NEW BALANCE OF ACCOUNT _____

LETTER OF INTENT

WHITE PIGEON COMMUNITY SCHOOLS
WHITE PIGEON, MI 49099

SCHOOL EMPLOYMENT CONTRACT OFFER

Whereas _____ (hereinafter called the "Teacher") has represented to White Pigeon Community Schools (hereinafter called the "School") that he/she is properly certificated by the State of Michigan to teach in the position of _____; that he/she has a total of _____ years of full-time teaching experience, not including substitute teaching, in the following districts:

The school offers to hire the teacher for the school year commencing _____ and ending _____, for the position stated above and to pay said teacher for services rendered during all or part of the entire school year, as the case may be, at the rate of _____ for an entire school year.

If the teacher accepts this offer, an employment contract will be created by that acceptance. Said contract will be subject to all applicable provisions of the effective Master Contract Agreement between the School and White Pigeon Education Association.

The teacher may accept this offer by signing the acceptance at the bottom of this sheet and returning the same to the administrative office of the School at 410 E. Prairie St., White Pigeon, MI 49099, on or after _____.

If acceptance is not received by the School by the close of business on that date, this offer will be void and no contract will exist between the teacher and the school.

Signed this _____ day of _____

By _____
Superintendent

ACCEPTANCE

I hereby accept the foregoing offer and promise to diligently and conscientiously perform my duties as an employee of School District of the City of White Pigeon during the term of my employment.

Signed this _____ day of _____

GRIEVANCE REPORT FORM

Grievance # _____

_____ School District

Distribution of Form

G R I E V A N C E R E P O R T

- | 1. Superintendent
- | 2. Principal
- | 3. Association
- | 4. Teacher

Submit to Principal in Duplicate

Building

Assignment

Name of Grievant

Date Filed

STEP I

A. Date Cause of Grievance Occurred: _____

B. 1. Statement of Grievance: _____

2. Relief Sought: _____

Signature Date

C. Disposition by Principal: _____

Signature Date

D. Position of Grievant and/or Association: _____

Signature Date

NOTE: If additional space is needed, attach an additional sheet.

(CONTINUED)

GRIEVANCE FORM CONTINUED

STEP II

A. Date Received by Superintendent or Designee: _____

B. Disposition of Superintendent or Designee: _____

Signature

Date

C. Position of Grievance and/or Association: _____

Signature

Date

STEP III

A. Date Submitted to Arbitration: _____

B. Disposition and Award of Arbitrator: _____

**St. Joseph County ISD
2011-12 Shared Services Calendar**

Based on 171 membership days (1,098 hours) for students

This calendar meets or exceeds the hour requirements as authorized by Section 101 (3) of the State Aid Act.

July 2011

| Mo | Tu | We | Th | Fr |
|----|----|----|----|----|
| | | | | 1 |
| 4 | 5 | 6 | 7 | 8 |
| 11 | 12 | 13 | 14 | 15 |
| 18 | 19 | 20 | 21 | 22 |
| 25 | 26 | 27 | 28 | 29 |

August 2011

| Mo | Tu | We | Th | Fr |
|----|----|----|----|----|
| 1 | 2 | 3 | 4 | 5 |
| 8 | 9 | 10 | 11 | 12 |
| 15 | 16 | 17 | 18 | 19 |
| 22 | 23 | 24 | 25 | 26 |
| 29 | 30 | 31 | | |

September 2011

| Mo | Tu | We | Th | Fr |
|----|----|----|----|----|
| | | | 1 | 2 |
| 5 | 6 | 7 | 8 | 9 |
| 12 | 13 | 14 | 15 | 16 |
| 19 | 20 | 21 | 22 | 23 |
| 26 | 27 | 28 | 29 | 30 |

4 – Independence Day

29-31 – Local District and ISD PD Week

1-2 – Local District and ISD PD Week
5 – Labor Day; No classes
6 – Students report
7 – Consortium classes begin
19 – Fair day; No classes – optional PD Day

18 Membership Days

October 2011

| Mo | Tu | We | Th | Fr |
|----|----|----|----|----|
| 3 | 4 | 5 | 6 | 7 |
| 10 | 11 | 12 | 13 | 14 |
| 17 | 18 | 19 | 20 | 21 |
| 24 | 25 | 26 | 27 | 28 |
| 31 | | | | |

21 Membership days

November 2011

| Mo | Tu | We | Th | Fr |
|----|----|----|----|----|
| | 1 | 2 | 3 | 4 |
| 7 | 8 | 9 | 10 | 11 |
| 14 | 15 | 16 | 17 | 18 |
| 21 | 22 | 23 | 24 | 25 |
| 28 | 29 | 30 | | |

11 – No school; Parent/teacher conference week
22 – End of 1st trimester
23-25 – Thanksgiving; No classes
16 Membership Days

December 2011

| Mo | Tu | We | Th | Fr |
|----|----|----|----|----|
| | | | 1 | 2 |
| 5 | 6 | 7 | 8 | 9 |
| 12 | 13 | 14 | 15 | 16 |
| 19 | 20 | 21 | 22 | 23 |
| 26 | 27 | 28 | 29 | 30 |

23-30 – Winter recess; No classes

16 Membership Days

January 2012

| Mo | Tu | We | Th | Fr |
|----|----|----|----|----|
| 2 | 3 | 4 | 5 | 6 |
| 9 | 10 | 11 | 12 | 13 |
| 16 | 17 | 18 | 19 | 20 |
| 23 | 24 | 25 | 26 | 27 |
| 30 | 31 | | | |

2-6 – Winter recess; No classes
27 – End of 1st semester

17 Membership Days

February 2012

| Mo | Tu | We | Th | Fr |
|----|----|----|----|----|
| | | 1 | 2 | 3 |
| 6 | 7 | 8 | 9 | 10 |
| 13 | 14 | 15 | 16 | 17 |
| 20 | 21 | 22 | 23 | 24 |
| 27 | 28 | 29 | | |

17-20 – Mid-winter break; No classes

19 Membership Days

March 2012

| Mo | Tu | We | Th | Fr |
|----|----|----|----|----|
| | | | 1 | 2 |
| 5 | 6 | 7 | 8 | 9 |
| 12 | 13 | 14 | 15 | 16 |
| 19 | 20 | 21 | 22 | 23 |
| 26 | 27 | 28 | 29 | 30 |

2 – End of 2nd trimester

22 Membership Days

April 2012

| Mo | Tu | We | Th | Fr |
|----|----|----|----|----|
| 2 | 3 | 4 | 5 | 6 |
| 9 | 10 | 11 | 12 | 13 |
| 16 | 17 | 18 | 19 | 20 |
| 23 | 24 | 25 | 26 | 27 |
| 30 | | | | |

May 2012

| Mo | Tu | We | Th | Fr |
|----|----|----|----|----|
| | 1 | 2 | 3 | 4 |
| 7 | 8 | 9 | 10 | 11 |
| 14 | 15 | 16 | 17 | 18 |
| 21 | 22 | 23 | 24 | 25 |
| 28 | 29 | 30 | 31 | |

June 2012

| Mo | Tu | We | Th | Fr |
|----|----|----|----|----|
| | | | | 1 |
| 4 | 5 | 6 | 7 | 8 |
| 11 | 12 | 13 | 14 | 15 |
| 18 | 19 | 20 | 21 | 22 |
| 25 | 26 | 27 | 28 | 29 |



Students Report or Last Day



No School



Professional Dev/ Holiday



1/2 Day



Merit Pay Menu

| Merit Point | Maximum Points Available |
|--|---------------------------------|
| Attendance | 15 |
| 5 Days of Professional Development | 5 |
| Self Directed Professional Development | 10 |
| Performance Evaluation | 25 |
| Going Above and Beyond | 20 |
| Student Performance on Assessments | 25 |
| TOTAL | 100 |

Clarification of Merit Points

Attendance

Research shows that teacher presence has impact on student achievement. Fifteen points will be awarded to those teachers that are present all required days within a contract year. Three points will be deducted for each day of absence.

5 Days of Professional Development

This category includes the required professional development offered by the district throughout the contract year. One point will be awarded per day attended.

Self Directed Professional Development

Teachers are encouraged to take advantage of the many personal learning opportunities available. These may be in the form of webinars, online learning, traditional workshops, university credit, or other options. Two points will be awarded per activity, with a maximum of 10 points available.

Performance Evaluation

Points will be awarded based on the annual performance evaluation using the agreed upon instrument by the School District and WPEA. The following values are assigned to the domains found therein.

| Domain | Unsatisfactory | Emerging | Proficient | Master |
|-------------------------------|-----------------------|-----------------|-------------------|---------------|
| Planning & Preparation | 0 | 0 | 3 | 5 |
| Classroom Environment | 0 | 0 | 3 | 5 |
| Instruction | 0 | 0 | 3 | 5 |
| Professional Responsibilities | 0 | 0 | 3 | 5 |
| Student Performance | 0 | 0 | 3 | 5 |
| TOTAL | 0 | 0 | 15 | 25 |

Going Above and Beyond

To be eligible for merit points under this section, employees must take part in the listed activities, which are not compensated under Schedule B

| Activity | Maximum Points |
|--|-----------------------|
| Committee Chair | 10 |
| Active Committee Member | 2 per committee |
| Event Volunteer | 2 per event |
| Event Coordinator | 5 per event |
| Miscellaneous Activities (per principal) | 2 per event |
| Presentations | 2 per presentation |
| Publications | 1 per publication |
| Category Maximum | 20 |

Student Performance on Assessments

To earn points under this section, student growth and achievement will be assessed using national, state, and/or local approved assessments.

| Descriptor | Maximum Points |
|--|-----------------------|
| 80% of students met or exceeded target growth rate | 25 |
| 60% of students met or exceeded target growth rate | 15 |

White Pigeon Community Schools Evaluation System

General Education with Value Added Student Achievement Data

| Components | Descriptors | Percentage of Total |
|-----------------------------------|--|----------------------------|
| Assessments | MEAP/NWEA/Local Assessments Based on student growth, not attainment of proficiency (Special Education scores excluded) | 35% |
| Framework for Teaching & Learning | Teacher evaluation tool mutually agreed upon by School District & WPEA | 45% |
| Commitment to School Community | 1. Support of school initiatives 2. Support of special education programs 3. High expectations | 10% |
| School Achievement Data | MME and/or MEAP Math/Reading Every employee in the school receives the same score | 5% |
| Core Professionalism | 1. Attendance 2. On-time arrival 3. Policies & procedures 4. Respect | 5% |

General Education without Student Achievement Data

Including: PE, Art, Foods, Music, Computers, Band, Freshman Focus, Spanish, Yearbook, Senior Seminar, Psychology, Sociology, Accounting, Online Learning

| Components | Descriptors | Percentage of Total |
|-----------------------------------|---|----------------------------|
| Assessments | Administrator approved assessments and achievement targets – including final exams, pass/fail rate, & student participation | 10% |
| Framework for Teaching & Learning | Teacher evaluation tool mutually agreed upon by School District & WPEA | 70% |
| Commitment to School Community | 1. Support of school initiatives 2. Support of special education programs 3. High expectations | 10% |
| School Achievement Data | MME and/or MEAP Math/Reading Both buildings scores will be averaged if applicable | 5% |
| Core Professionalism | 1. Attendance 2. On-time arrival 3. Policies & procedures 4. Respect | 5% |

Special Education Teachers

| Components | Descriptors | Percentage of Total |
|-----------------------------------|---|----------------------------|
| Assessments | MI ACCESS/MEAP ACCESS/MEAP/NWEA/Local Assessments Based on student growth, not attainment of proficiency | 35% |
| Framework for Teaching & Learning | Teacher evaluation tool mutually agreed upon by School District & WPEA | 40% |
| IEP Timeliness | Measures the extent to which IEPs are renewed within timeframe and in accordance with the law | 5% |
| Commitment to School Community | 1. Support of school initiatives 2. Support of special education programs 3. High expectations | 10% |
| School Achievement Data | MME and/or MEAP Math/Reading Every employee in the school receives the same score- both building scores will be averaged if applicable | 5% |
| Core Professionalism | 1. Attendance 2. On-time arrival 3. Policies & procedures 4. Respect | 5% |

Counselor/Home-School Coordinator

| Components | Descriptors | Percentage of Total |
|-----------------------------------|--|----------------------------|
| Timeliness | Transcripts, scholarships, and other duties related to the position | 5% |
| Framework for Teaching & Learning | Teacher evaluation tool mutually agreed upon by School District & WPEA | 75% |
| Commitment to School Community | 1. Support of school initiatives 2. Support of special education programs 3. High expectations | 10% |
| School Achievement Data | MME and/or MEAP Math/Reading Every employee in the school receives the same score – both building scores will be averaged if applicable | 5% |
| Core Professionalism | 1. Attendance 2. On-time arrival 3. Policies & procedures 4. Respect | 5% |

White Pigeon Community Schools Teacher Formal Evaluation Form

Teacher _____ Position/Assignment _____

Observation Date _____

RECOMMENDATION: _____ Satisfactory _____ Unsatisfactory (If chosen, choose 1 below)
 _____ Plan of Assistance _____ Dismissed

PURPOSE

Evaluation should be a continuing process to improve the quality of performance and to identify areas of both strength and improvement. It should encourage growth in teacher effectiveness with meaningful interaction between the teacher and the administrator.

| The 5 Domains of Teaching Responsibility | Unsatisfactory | Basic | Proficient | Distinguished | Not Applicable |
|---|----------------|-------|------------|---------------|----------------|
| <i>To the evaluator: The space below each descriptor is provided for anecdotal notes.</i> | | | | | |
| Planning & Preparation | | | | | |
| Demonstrates Knowledge of Content & Pedagogy | | | | | |
| Shows Understanding of Each Individual Student's Needs | | | | | |
| Demonstrates Knowledge of Resources | | | | | |
| Instruction Reflects State Expectations for Grade Level/Content Area | | | | | |
| Utilizes Student Data to Drive Instruction | | | | | |
| The Classroom Environment | | | | | |
| Creates an Environment of Respect and Rapport (Relational Capacity) | | | | | |
| Manages Classroom Procedures (Groups/Transitions/Non-instructional) | | | | | |
| Manages Student Behavior (Standards & Responses) | | | | | |
| Instruction | | | | | |
| Communicates Clearly, Accurately, and Provides Feedback | | | | | |
| Engages Students in Learning (Content/Structure/Pacing) | | | | | |
| Demonstrates Flexibility, Responsiveness, and Checks for Understanding | | | | | |

| | | | | | |
|---|--|--|--|--|--|
| Utilizes Curriculum Continuity & Alignment | | | | | |
| | | | | | |
| Integrates Appropriate Technology | | | | | |
| | | | | | |
| Professional Responsibilities | | | | | |
| Reflects on Teaching | | | | | |
| | | | | | |
| Maintains Accurate Records | | | | | |
| | | | | | |
| Communicates with Families | | | | | |
| | | | | | |
| Contributes to the School & District | | | | | |
| | | | | | |
| Professional Responsibilities (Knowledge, Assessments, & Interventions) | | | | | |
| | | | | | |
| Shows Professionalism | | | | | |
| | | | | | |
| Utilizes Professional Development & Training | | | | | |
| | | | | | |
| Student Performance | | | | | |
| Student Achievement Growth | | | | | |
| | | | | | |

Teacher Effectiveness

___ Highly Effective

___ Effective

___ Ineffective

Administrator Signature

Date

Teacher Signature

Date

The teacher's signature indicates that the teacher and administrator have discussed this report together. It does not necessarily indicate that the teacher and administrator agree with all ratings or remarks contained herein.



1. Evaluation Action Plan

Due to Building Principal by September 15, 2011

Teacher Name: _____ Status: Tenured

Building: _____ Date: _____

DIRECTIONS:

Choose **one** focus area from *Instruction* and **one** from *Classroom Management*.

FOCUS AREAS

Instruction

- _____ Establish and communicate learning goals, track student progress, and celebrate success.
- _____ Students effectively interact with new knowledge.
- _____ Students practice and deepen their understanding of new knowledge.
- _____ Students generate and test hypotheses about new knowledge.
- _____ Establish and maintain effective relationships with students.
- _____ Communicate high expectations for all students.

Classroom Management

- _____ Establish or maintain classroom rules and procedures.
- _____ Recognize and acknowledge adherence and lack of adherence to classroom rules and procedures.
- _____ Students are engaged.

*White Pigeon
Community Schools*



2. Student Growth and Peer Feedback Plan

Due to Building Principal by October 1, 2011

Teacher Name: _____ Status: Tenured

Building: _____ Date: _____

STUDENT GROWTH PLAN

*Develop a plan to measure growth with your grade level, department, or like group. Any assessment that is used will be linked to state standards. Since we are using the growth model, at least 2 scores are necessary. The basic question under this model is **How much, on average, did students' performance change?***

Describe your plan below.



3. Summative Evaluation Report

Due to Building Principal by April 1, 2012

Teacher Name: _____ Status: Tenured

Building: _____ Date: _____

Focus Area 1: _____

Focus Area 2: _____

- 1. Teacher Self-Evaluation**

- 2. Student Growth Evaluation (Summative Evidence)**

- 3. Administrative Evaluation (Narrative, Formative, & Summative Evidence, Next Steps)**

- 4. Administrative Recommendations**

Observation Dates:

Conference Dates:

2011/2012 School Year:

____ Continue

____ Non-Renew

____ Retired/Resigned – Satisfactory

____ Retired/Resigned –Unsatisfactory

Administrator Signature

Date

My signature below indicates that I have met and reviewed this evaluation with my administrator. It does not indicate my agreement or disagreement with any of the content herein. I understand that I have the right to attach a signed statement to my evaluation after it has been completed.

Teacher Signature

Date



Teacher Evaluation Framework

PURPOSE

Evaluation should be an on-going process to improve the quality of performance as well as identify areas of strength and required improvement. It should promote growth in teacher effectiveness by interaction between the teacher and the administrator.

An Evaluation Action Plan, including professional development goals, is due by September 15 of each year. A Student Growth Plan, including assessment data, is due by October 1 of each year.

All teachers will be evaluated annually. Each annual evaluation will be based on at least one observation.

| Component 1a: Demonstrates Knowledge of Content and Pedagogy | | | | |
|---|---|--|---|---|
| <i>Element: Knowledge of Content</i> | | | | |
| LEVEL OF PERFORMANCE | | | | |
| CONTENT | UNSATISFACTORY | BASIC | PROFICIENT | DISTINGUISHED |
| | Teacher makes content errors and does not correct content errors students make. | Teacher displays basic content knowledge but cannot articulate connections with other parts of the discipline or with other disciplines. | Teacher displays solid content knowledge and makes connections between the content and other parts of the discipline and other disciplines. | Teacher displays extensive content knowledge with evidence of continuing pursuit of such knowledge. |

| Component 1b: Shows Understanding of Each Individual Student’s Needs | | | | |
|---|--|---|---|---|
| <i>Element: Knowledge of Students’ Intellectual, Social, and Emotional Age Group, Varied Approaches to Learning, and Students’ Skills and Knowledge</i> | | | | |
| LEVEL OF PERFORMANCE | | | | |
| STUDENTS NEEDS | UNSATISFACTORY | BASIC | PROFICIENT | DISTINGUISHED |
| | Teacher displays minimal knowledge of developmental characteristics of age group and is unfamiliar with the different approaches to learning, such as, modalities and different “intelligences.” | Teacher displays generally accurate knowledge of developmental characteristics of age group and displays general understanding of the different approaches to learning that students exhibit. | Teacher displays thorough understanding of typical developmental characteristics of age group as well as exceptions and displays solid understanding of the different approaches that students exhibit. | Teacher displays knowledge of students’ typical characteristics of age group, uses varied approaches to learning, and demonstrates knowledge of students’ skills, including those with special needs. |

| Component 1c: Demonstrates Knowledge of Resources | | | | |
|--|--|---|--|---|
| <i>Element: Resources for Teachers and Students</i> | | | | |
| LEVEL OF PERFORMANCE | | | | |
| RESOURCES | UNSATISFACTORY | BASIC | PROFICIENT | DISTINGUISHED |
| | Teacher is unaware of resources available through school or district and is unaware of resources available for students who need them. | Teacher displays limited awareness of resources for teachers and for students available through the school or district. | Teacher is fully aware of all resources available through the district and knows how to gain access to those resources for teachers and/or students. | Teacher is aware of school district resources and actively seeks other materials to enhance instruction, for example, from professional organizations. Teacher is also aware of resources available for students through the community. |

Component 1d: Instruction Reflects State & National Expectations for Grade Level/Content Area
Element: Learning Activities, Instructional Materials, and Instructional Groups

| LEVEL OF PERFORMANCE | | | | |
|----------------------|---|--|---|---|
| INSTRUCTION | UNSATISFACTORY | BASIC | PROFICIENT | DISTINGUISHED |
| | Learning activities are not suitable to students or instructional goals. They do not engage students in meaningful learning. Instructional groups offer no variety. | Only some of the learning activities are suitable to students or instructional goals. Some engage students in meaningful learning. Instructional groups offer minimal variety. | Most of the learning activities are suitable to students and instructional goals. Most engage students in meaningful learning. Instructional groups are varied and appropriate to different instructional groups. | Learning activities are highly relevant to students and instructional goals. They engage students in meaningful learning. Instructional groups are varied and appropriate to the different instructional goals. |

Component 1e: Utilizes Student Data to Drive Instruction

Element: Congruence with Instructional Goals, Criteria & Standards, and Use for Planning

| LEVEL OF PERFORMANCE | | | | |
|----------------------|---|---|---|---|
| ASSESSMENT | UNSATISFACTORY | BASIC | PROFICIENT | DISTINGUISHED |
| | Content and methods of assessment lack congruence with instructional goals. There is not a clear criterion or standard. The assessment results affect planning for students only minimally. | Some of the instructional goals are assessed through the proposed approach, but the criteria are not clear or have not been clearly communicated to students. Teacher uses assessment results to plan for the class as a whole. | All the instructional goals are nominally assessed through the proposed plan. Assessment criteria standards are clear and have been clearly communicated to students. Teacher uses assessment results to plan for individuals and groups of students. | The proposed approach to assessment is completely congruent with the instructional goals. Assessment criteria are clear and have been clearly communicated to students. Students are aware of how they are meeting standards. |

Component 2a: Creates an Environment of Respect and Rapport

Element: Teacher Interaction with Students and Student Interaction with Students

| LEVEL OF PERFORMANCE | | | | |
|----------------------|----------------|--|--|--|
| INTERACTIONS | UNSATISFACTORY | BASIC | PROFICIENT | DISTINGUISHED |
| | | Teacher interaction with at least some students is negative, demeaning, sarcastic, or inappropriate to the age of culture of the students. Students exhibit disrespect for teacher and their interactions are characterized by conflict, sarcasm, or put-down. | Teacher-student interactions are generally appropriate but may reflect occasional inconsistencies, favoritism, or disregard for students' cultures. Students exhibit only minimal respect for teacher and do not demonstrate negative behavior toward one another. | 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 and for each other. |

Component 2b: Establishes a Culture for Learning

Element: Expectations for Learning and Achievement

| LEVEL OF PERFORMANCE | | | | |
|----------------------|----------------|---|---|---|
| EXPECTATIONS | UNSATISFACTORY | BASIC | PROFICIENT | DISTINGUISHED |
| | | Instructional goals and activities, interactions, and the classroom environment convey only minimal 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 convey high expectations for student achievement. |

Component 2c: Manages Classroom Procedures

Element: Management of Instructional Groups, Management of Transitions, and Performance of Non-instructional Duties

| LEVEL OF PERFORMANCE | | | | |
|---------------------------------|---|---|---|--|
| GROUPS | UNSATISFACTORY | BASIC | PROFICIENT | DISTINGUISHED |
| | Students not working with the teacher are not productively engaged in learning. | Tasks for group work are partially organized resulting in some off-task behavior when teacher is involved with one group. | Tasks for group work are organized, and groups are managed so most students are engaged at all times. | Groups are working independently and are productively engage at all times with students assuming responsibility for productivity. |
| TIME ON TASK | UNSATISFACTORY | BASIC | PROFICIENT | DISTINGUISHED |
| | Much time is lost during transitions. | Transitions are sporadically efficient resulting in some loss of instructional time. | Transitions occur smoothly with little loss of instructional time. | Transitions are smooth with students assuming some responsibility for efficient operation. |
| NON-INSTRUCTIONAL DUTIES | UNSATISFACTORY | BASIC | PROFICIENT | DISTINGUISHED |
| | Considerable instructional time is lost in performing non-instructional duties. | Systems for performing non-instructional duties are fairly efficient resulting in little loss of instructional time. | Efficient systems for performing non-instructional duties are in place resulting in minimal loss of instructional time. | Systems for performing non-instructional duties are well established with students assuming responsibility for efficient operations. |

| Component 2d: Manages Student Behavior | | | | |
|---|---|--|--|---|
| <i>Element: Expectations/Standards of Student Behavior and Responses to Student Misbehavior</i> | | | | |
| LEVEL OF PERFORMANCE | | | | |
| BEHAVIOR | UNSATISFACTORY | BASIC | PROFICIENT | DISTINGUISHED |
| | No standards of conduct appear to have been established or students are confused as to what the standards are. | Standards of conduct appear to have been established for most situations, and most students seem to understand them. | Standards of conduct are clear to all students. | Standards of conduct are clear to all students and appear to have been developed with student participation. |
| RESPONSE | UNSATISFACTORY | BASIC | PROFICIENT | DISTINGUISHED |
| | Teacher does not respond to misbehavior, or the response is inconsistent, overly repressive, or does not respect the student's dignity. | Teacher attempts to respond to student misbehavior but with uneven results. No serious disruptive behavior occurs. | Teacher response to student misbehavior is appropriate and successful and respects the student's dignity. Student behavior is generally appropriate. | Teacher response to student misbehavior is highly effective and sensitive to individual needs. Student behavior is appropriate. |

| Component 2e: Organizes Classroom to Optimize Student Learning | | | | |
|---|---|--|--|--|
| <i>Element: Safety and Arrangement of Furniture and Accessibility to Learning</i> | | | | |
| LEVEL OF PERFORMANCE | | | | |
| ARRANGEMENT | UNSATISFACTORY | BASIC | PROFICIENT | DISTINGUISHED |
| | The classroom is unsafe, or the furniture arrangement is not suited to the lesson's activities, or both. Learning is not accessible to some students. | The classroom is safe and furniture is adjusted for a lesson, or is necessary, a lesson is adjusted to the furniture, but with limited effectiveness. At least essential learning is accessible to all students. | The classroom is safe and the furniture arrangement is a resource for learning activities. All learning is equally accessible to all students. | The classroom is safe and students adjust the furniture to advance their own purposes in learning. All learning is accessible to all students. |

| Component 2f: Exhibits Relational Capacity with Students | | | | |
|---|---|--|--|---|
| <i>Element: The Ability to Establish and Build Positive Working Relationships</i> | | | | |
| LEVEL OF PERFORMANCE | | | | |
| RELATIONSHIPS | UNSATISFACTORY | BASIC | PROFICIENT | DISTINGUISHED |
| | Teacher has not demonstrated the ability to make a positive and personal connection with students. There is a disconnect and little effort on the teacher's part. | Teacher is working toward making a positive and personal connection with students. | Teacher has demonstrated the ability to make a positive and personal connection with students. | Teacher has demonstrated the ability to make a positive and personal connection with each student. Through a positive connection, a significant change in the behavior of students is achieved. |

| Component 3a: Communicates Clearly and Accurately | | | | |
|--|---|--|---|--|
| <i>Element: Oral and Written Directions and Procedures</i> | | | | |
| LEVEL OF PERFORMANCE | | | | |
| DIRECTIONS | UNSATISFACTORY | BASIC | PROFICIENT | DISTINGUISHED |
| | Teacher directions and procedures are confusing to students. Spoken or written language may contain many grammar and syntax errors. | Teacher directions and procedures are clarified after initial student confusion. Directions and procedures are excessively detailed. Teacher's spoken and written language is clear and correct. | Teacher directions and procedures are clear to students and contain an appropriate level of detail. Teacher's spoken and written language is clear and correct. | Teacher directions and procedures are clear to students and anticipate possible student misunderstanding. Teacher's spoken and written language is correct and expressive. |

| Component 3b: Utilizes Discussion Techniques and Checks for Understanding | | | | |
|--|--|---|--|--|
| <i>Element: Discussion Techniques</i> | | | | |
| LEVEL OF PERFORMANCE | | | | |
| DISCUSSION | UNSATISFACTORY | BASIC | PROFICIENT | DISTINGUISHED |
| | Interaction between teacher and students is predominately recitation style with teacher mediating all questions and answers. | Teacher attempts to engage all students in the discussion, but with only limited success. | Most of teacher's questions are of high quality, successfully engaging all students in the discussion, with teacher stepping aside when appropriate. | Students assume considerable responsibility for the success of the discussion, initiating topics and formulating many questions. |

| Component 3c: Engages Students in Learning | | | | |
|---|--|---|---|--|
| <i>Element: Representation of Content, Assignments & Activities, and Structure & Pacing</i> | | | | |
| LEVEL OF PERFORMANCE | | | | |
| CONTENT | UNSATISFACTORY | BASIC | PROFICIENT | DISTINGUISHED |
| | Representation of content is inappropriate and unclear or uses poor examples and analogies. Activities and assignments are inappropriate for students. | Representation of content is inconsistent in quality. Some is done skillfully, with good examples. Other portions are difficult to follow. Some assignments and activities are inappropriate. | Representation of content is appropriate and links well with students' knowledge and experience. Most activities and assignments are appropriate. | Representation of content is appropriate and links well with students' knowledge and experience. All students are cognitively engaged in the activities and assignments. |

| Component 3d: Provides Feedback to Students | | | | |
|--|----------------|--|---|---|
| <i>Element: Timeliness</i> | | | | |
| LEVEL OF PERFORMANCE | | | | |
| TIME | UNSATISFACTORY | BASIC | PROFICIENT | DISTINGUISHED |
| | | Feedback is not provided in a timely manner. | Timeliness of feedback is inconsistent. | Feedback is consistently provided in a timely manner. |

| Component 3e: Demonstrates Flexibility and Responsiveness | | | | |
|--|----------------|--|---|---|
| <i>Element: Lesson Adjustment</i> | | | | |
| LEVEL OF PERFORMANCE | | | | |
| LESSON | UNSATISFACTORY | BASIC | PROFICIENT | DISTINGUISHED |
| | | Teacher adheres rigidly to an instructional plan even when a change will clearly improve a lesson. | Teacher attempts to adjust a lesson with mixed results. | Teacher makes a minor adjustment to a lesson. The adjustment occurs smoothly and accommodates students' questions or interests. |

| Component 3f: Utilizes Curriculum Continuity and Alignment | | | | |
|--|----------------|--|--|---|
| <i>Element: Clear understanding of the curriculum objectives or benchmarks</i> | | | | |
| LEVEL OF PERFORMANCE | | | | |
| CURRICULUM | UNSATISFACTORY | BASIC | PROFICIENT | DISTINGUISHED |
| | | There is little or no evidence of the coverage or teaching of state approved curriculum. | Coverage of state approved curriculum is evident, however continuity is minimal and the depth required for student mastery is sometimes lacking. | Curriculum continuity and alignment are evident. The teacher demonstrates a clear understanding of the state approved curriculum and has developed lessons to assure student mastery. |

Component 3g: Integrates Appropriate Technology

Element: Evidence of technology integration in all appropriate lessons.

| LEVEL OF PERFORMANCE | | | | |
|-----------------------------|---|---|--|---|
| | UNSATISFACTORY | BASIC | PROFICIENT | DISTINGUISHED |
| TECHNOLOGY | Little or no use of technology as a teaching tool is evident. The teacher demonstrates no understanding of available technology and has made no attempt to utilize available training when offered. | An understanding of available technology is evident. Integration of technology throughout lessons is sporadic. Consistency of technology integration needs improvement. | Technology is used as a teaching/learning tool on a regular basis. District technology objectives are taught or reinforced regularly. Chosen technology is appropriate for the lesson and level of student in the classroom. | Technology integration is evident in all appropriate lessons. The use of technology by students is automatic and appropriate. This instructor assists other staff members with the use of technology and provides training when possible. |

| Component 4a: Reflects on Teaching | | | | |
|---|--|---|---|---|
| <i>Element: Accuracy and Use in Future Teaching</i> | | | | |
| LEVEL OF PERFORMANCE | | | | |
| REFLECTION | UNSATISFACTORY | BASIC | PROFICIENT | DISTINGUISHED |
| | Teacher does not know if a lesson was effective or achieved its goals. Teacher profoundly misjudges the success of a lesson and has no suggestions for how the lesson may be improved. | Teacher has a generally accurate impression of a lesson's effectiveness and the extent to which instructional goals were met. Teacher makes general suggestions as to how the lesson may be improved. | Teacher makes an accurate assessment of a lesson's effectiveness and the extent to which it achieved its goals and can make a few suggestions as to how the lesson may be improved. | Teacher makes a thoughtful and accurate assessment of a lesson's effectiveness and the extent to which it achieved its goals. Drawing on an extensive repertoire of skills, teacher offers specific alternatives. |

| Component 4b: Maintains Accurate Records | | | | |
|--|--|---|--|--|
| <i>Element: Student Completion of Assignments and Progress in Learning</i> | | | | |
| LEVEL OF PERFORMANCE | | | | |
| RECORDS | UNSATISFACTORY | BASIC | PROFICIENT | DISTINGUISHED |
| | Teacher's system for maintaining information on student completion of assignments and student progress is in disarray. | Teacher's system for maintaining information on student completion of assignments and student progress in learning is only partially effective. | Teacher's system for maintaining information on student completion of assignments and student progress in learning is effective. | Teacher's system for maintaining information on student completion of assignments and student progress in learning is fully effective. Students participate in maintaining records based on their age. |

| Component 4c: Communicates with Families | | | | |
|---|---|---|---|--|
| <i>Element: Information About the Instructional Program, Individual Student's Progress, and Engagement of Families in the Instructional Program</i> | | | | |
| LEVEL OF PERFORMANCE | | | | |
| PROGRAM | UNSATISFACTORY | BASIC | PROFICIENT | DISTINGUISHED |
| | Teacher provides little information about the instructional program to families. | Teacher participates in the school's activities for parent communication but offers little additional information. | Teacher provides frequent information to parents, as appropriate, about the instructional program. | Teacher provides frequent information to parents, as appropriate, about the instructional program. Students may participate in preparing materials. |
| STUDENTS | UNSATISFACTORY | BASIC | PROFICIENT | DISTINGUISHED |
| | Teacher provides minimal information to parents and does not respond or responds insensitively to parent concerns about students. | Teacher adheres to the school's required procedures for communicating to parents. Responses to parent concerns are minimal. | Teacher communicates with parents about students' progress on a regular basis and is available as needed to respond to parent concerns. | Teacher provides information to parents frequently on both positive and negative aspects of student progress. Response to parent concerns is handled with great sensitivity. |
| PARENTS | UNSATISFACTORY | BASIC | PROFICIENT | DISTINGUISHED |
| | Teacher makes no attempt to engage families in the instructional program or such attempts are inappropriate. | Teacher makes modest and inconsistently successful attempts to engage families in the instructional program. | Teacher's efforts to engage families in the instructional program are frequent and successful. | Teacher's efforts to engage families in the instructional program are frequent and successful. Students contribute ideas for projects that will be enhanced by family participation. |

| Component 4d: Contributes to the School and District | | | | |
|---|--|---|--|---|
| <i>Element: Relationship with Colleagues and Participation in School Events & District Projects</i> | | | | |
| LEVEL OF PERFORMANCE | | | | |
| COLLEAGUES | UNSATISFACTORY | BASIC | PROFICIENT | DISTINGUISHED |
| | Teacher's relationships with colleagues are negative or self-serving | Teacher maintains cordial relationships with colleagues to fulfill the duties that the school or district requires. | Support and cooperation characterize relationships with colleagues. | Support and cooperation characterize relationships with colleagues. Teacher takes initiative in assuming leadership among the faculty. |
| SERVICE | UNSATISFACTORY | BASIC | PROFICIENT | DISTINGUISHED |
| | Teacher avoids becoming involved in school events and district projects. | Teacher participates in school events and district projects when specifically asked to participate. | Teacher volunteers to participate in school events and district projects, making a substantial contribution. | Teacher volunteers to participate in school events and district projects, making a substantial contribution, and assumes a leadership role. |

| Component 4e: Professional Responsibilities | | | | |
|--|--|--|---|--|
| <i>Element: Enhancement of Content Knowledge and Service to the Profession</i> | | | | |
| LEVEL OF PERFORMANCE | | | | |
| KNOWLEDGE | UNSATISFACTORY | BASIC | PROFICIENT | DISTINGUISHED |
| | Teacher engages in no collaboration with colleagues to enhance knowledge or skill. | Teacher participates in collaboration with colleagues to a limited extent when it is convenient to enhance knowledge or skill. | Teacher seeks out opportunities for collaboration with colleagues to enhance content knowledge and skill. | Teacher seeks out opportunities for collaboration with colleagues and makes a systematic attempt to utilize collaborative outcomes in the classroom |
| ASSESSMENTS | UNSATISFACTORY | BASIC | PROFICIENT | DISTINGUISHED |
| | Teacher makes no effort to use approved common assessments. | Teacher uses approved common assessments. | Teacher uses and is actively involved in creating and/or modifying approved common assessments. | Teacher is actively involved in the entire process of creating, modifying, and facilitating approved common assessments, as well as analyzing and utilizing the data to drive instruction. |
| INTERVENTION | UNSATISFACTORY | BASIC | PROFICIENT | DISTINGUISHED |
| | Teacher makes no effort to utilize the approved intervention model. | Teacher finds limited ways to utilize the approved intervention model. | Teacher actively utilizes the approved intervention model. | Teacher utilizes the approved intervention model to its fullest potential by actively documenting and participating in all levels of the model. |

| Component 4f: Shows Professionalism | | | | |
|---|---|---|--|---|
| <i>Element: Service To and For Students</i> | | | | |
| LEVEL OF PERFORMANCE | | | | |
| ADVOCACY | UNSATISFACTORY | BASIC | PROFICIENT | DISTINGUISHED |
| | Teacher is not alert to students' needs. Teacher contributes to school practices that result in some students being ill-served by the school. | Teacher's attempts to serve students are inconsistent. Teacher does not knowingly contribute to some students being ill-served by the school. | Teacher is moderately active in serving students. Teacher works within the context of a particular team or department to ensure that all students receive a fair opportunity to succeed. Teacher will also contribute to the overall good of the school by assisting in items such as proctoring standardized tests. | Teacher is highly proactive in serving students. Teacher makes a particular effort to challenge negative attitudes and helps ensure that all students, particularly those traditionally underserved, are honored in the school. Teacher will also contribute to the overall good of the school by assisting in items such as proctoring standardized tests and supervising throughout the school day outside the classroom. |

Component 4g: Utilizes Professional Development and Training

Element: Implementation of Skills Obtained from Development

| LEVEL OF PERFORMANCE | | | | |
|--------------------------|--|---|---|---|
| | UNSATISFACTORY | BASIC | PROFICIENT | DISTINGUISHED |
| PROFESSIONAL DEVELOPMENT | The teacher is rarely in attendance on professional development days. When present, little interest or input is evident. The teacher uses professional development and/or training time for other activities such as reading or correcting papers. | The teacher is in regular attendance at professional development and training activities. However, limited interest or input is exhibited. Though this staff member attends for the required amount of time all staff development activities, little or no evidence of carryover or applied practice in the classroom is evident. | Staff member is actively involved throughout staff development or training activities. This staff member's creativity and willingness to work with others improves the quality of the program and benefit derived. Implementation of skills obtained from development and train activities is evident in the classroom. | Staff member is actively involved in the training of others. Due to this staff member's commitment to professional development they regularly attend in and out of district training opportunities and share valuable skills learned with others. |

Component 4h: Participates in School Improvement Process

Element: Implementation of School Improvement Strategies

| LEVEL OF PERFORMANCE | | | | |
|----------------------|---|--|---|--|
| | UNSATISFACTORY | BASIC | PROFICIENT | DISTINGUISHED |
| SCHOOL IMPROVEMENT | The teacher does not support the school improvement process. No attempt is made to participate on committees. Selected goals and strategies are not implemented within the classroom. | The teacher supports and participates in all school improvement activities. Selected goals and strategies are implemented sporadically; however, little emphasis is placed on the attainment and documentation of these goals. | This teacher is actively involved in the school improvement process. This teacher serves as a leader in group activities and continually strives for improvement in their classroom and in the building as a whole. This teacher implements fully all goals and strategies that have been selected by the building staff. | This teacher serves as a building or target area goal chairperson. This teacher regularly serves on school improvement teams that visit and evaluate other schools. Documented school improvement is a result of the hard work of these individuals. |

Component 5a: Student Achievement Growth

Element: Monitors and Demonstrates Increase in Student Achievement

| LEVEL OF PERFORMANCE | | | | |
|-----------------------------|---|--|--|---|
| ACHIEVEMENT | UNSATISFACTORY | BASIC | PROFICIENT | DISTINGUISHED |
| | Teacher shows no indication of student achievement growth using any measurement provided in the approved dashboard. | Teacher shows minimal indication of student achievement growth using one measurement provided in the approved dashboard. | Teacher shows indication of student achievement growth using 2 or 3 measurements provided in the approved dashboard. | Teacher shows indication of student achievement growth using more than 3 measurements provided in the approved dashboard. |