

AGREEMENT Between THE BOARD OF EDUCATION
of the School District of the City of Hamtramck Public Schools
and the HAMTRAMCK ADMINISTRATOR'S ASSOCIATION (H.A.A.)

AGREEMENT BETWEEN THE HAMTRAMCK BOARD OF EDUCATION
AND HAMTRAMCK ADMINISTRATOR'S ASSOCIATION (H.A.A.)

July 1, 2016 thru June 30, 2019

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Article I. Recognition

A. Recognition

1. The Board hereby recognizes the Hamtramck Administrator's Association ("Union") as the sole and exclusive bargaining representative for the following school administrators employed by the Hamtramck Public Schools unless specifically excluded herein: Principals, Assistant Principals, Directors, and Administrator in Charge of Recreation.
2. Representation shall exclude: Superintendent, Assistant Superintendents, Director of Finance, Administrator in charge of Human resources, Administrative Assistant to any Superintendent level employee, executive or confidential employees and all employees of the Board of Education who are covered by other collective bargaining agreements.
3. Definitions: a District employed administrator for whom the Union is the exclusive bargaining representative shall be referred to as administrator or unit member or Union member or employee or person employed in the unit or bargaining unit or person employed in the Union. References to the Board or Superintendent shall include their respective designees.

B. Exclusive Collective Bargaining Agreement

The Board hereby expressly agrees that it shall not bargain with or enter into any collective bargaining agreement with any persons in this bargaining unit covered by this agreement.

C. Non-Discrimination

The Board and the Union agree not to discriminate against anyone in a manner prohibited by law.

Article II. Rights of the Employer

- A. Unless otherwise agreed herein, the Board and the Superintendent of Schools reserve and retain all rights vested in the Board or in the Superintendent under governing law, ordinances, rules, and regulations as set forth in the constitution and laws of the State of Michigan and of the United States, including but without limiting the generality of the foregoing, the right:

To the management and administrative control of the school system and its properties and facilities;

To hire all employees and subject to the provisions of law, to determine the qualifications, job functions, job descriptions, assignments, placement, need for, dismissal or demotion of staff on Continuing Contracts for just cause except that an employee serving under an Interim Contract may be separated during the term of that contract provided that the decision to do so is not arbitrary.

To establish courses of instruction, including special programs, and to approve the means and methods of instruction;

To provide for athletic, recreational, social and other events for students;

To adopt policies, rules and regulations not in conflict with this agreement;

To develop and control the budget of the School District;

To determine the structure and responsibilities of its school administrations;

To determine the number and location of its facilities.

Article III. Rights of the Union

A. Use of School Buildings

The Union and its members shall have the right to use school buildings and facilities at reasonable hours when open and when not needed for District purposes for Union business provided said use does not cause the District additional cost.

B. Union Days

The Union may use a maximum of eighteen (18) days per academic year for the purpose of employer paid participation by unit members in contract enforcement or administration, appearance before an agency in a matter involving this employer; other legitimate Union business or for collective bargaining at times not agreed to by the employer. The superintendent or his her designee may in the exercise of its discretion agree to grant additional time with pay for the purpose of collective bargaining. The Union shall provide the superintendent or his or her designee notice in advance if a matter is previously scheduled. In other instances, and to the extent feasible, the Union shall provide the employer with twenty four hours' notice. This requirement shall not apply in an emergency.

It is recognized that administrators may object to joining the Union. It is also recognized that the proper negotiation and administration of a collective bargaining agreement entails expense to the Union.

The Union indemnifies and holds harmless the Board of Education, its members and employees from claims made by any member of the bargaining unit with respect to the application of this provision of the collective bargaining agreement. The Union shall assume the responsibility for defending the board against any and all claims, demands, suits, expenses or other forms of liability, imposed as a consequence of the board's compliance with this provision of the collective bargaining agreement. The Union shall select and employ counsel chosen by the Union and shall pay any judgment levied against the Board of Education its members or employees.

Article IV. Continuity of Operations

During the term of this Agreement, the Union will not authorize, sanction, condone or acquiesce in, nor will any member of the bargaining unit take part in any strike as defined in Michigan Public Act 336 of 1947, as amended by Michigan Public Act of 379 of 1965. In event of any strike in violation of this Agreement, the Union will post notices immediately at any or all schools affected, advising that such strike is unlawful, in violation of the Agreement and unauthorized by the Union, and the Union shall advise the striking administrators to return forthwith to their regular duties.

Article V. Assignments

A. Probationary Period

All new Administrators hired or promoted into the unit as of the effective date of this Agreement of 07/01/2016, shall be probationary Administrators for the first two (2) years immediately following their hire or promotion. The purpose of the probationary period is to provide an opportunity for the Superintendent and other supervisory personnel to determine whether the Administrator has the ability and other attributes which will qualify the Administrator for regular Administrator status.

B. Appointment to Administrative Positions

1. A vacancy is a vacated or newly created administrator position which the Board desires to fill. When school is in session, vacancies for administrator positions will be publicized, including postings of such notices, in each school and the central office. Such postings shall include a statement of the duties, locations, qualifications and compensation for the position. At times when school is not in session, a copy of such notices will be provided to the Union.

2. Whenever possible, administrator vacancies shall be posted for a minimum period of five (5) work days during the school year and ten (10) calendar days during the remainder of the year.

C. Administrative Selection

1. The Board of Education shall determine the need for an administrator position and the qualifications therefore.
2. Unless waived by mutual agreement of the Union and the employer, interviews will be conducted with all unit applicants for a vacant position who meet the posted requirements. The interview committee will include a representative of the Union, to be chosen by the employer, who is not an applicant for the position.

D. Transfers

1. A transfer is the movement from one administrator position to another administrator position within the bargaining unit.
2. Voluntary Transfers
 - a. Any administrator shall be given an opportunity to seek a transfer to another administrator position within the bargaining unit.
 - b. Any administrator may file, with the Superintendent, a general letter of request for transfer to be considered should a position become vacant.
3. Involuntary Transfers
 - a. When an involuntary transfer is contemplated, the Union and the administrator being considered for such transfer will receive a written explanation for the need of the transfer in advance of its taking effect. The administrator shall be afforded an opportunity meet with the Superintendent to discuss the necessity for such transfer and any alternatives.
 - b. A transfer may not be arbitrary.
 - c. "Subject to MCL 423.215(3)(j)". Unless the transfer is the result of inadequate performance or misconduct, the compensation paid an administrator will not be reduced or modified as a result of the transfer and the person will continue to advance in salary as if not transferred, and has provided herein.
 - d. A unit member transferred to a position carrying a greater rate of pay will be paid the rate applicable to that position if they hold the position for more than 28 calendar days.
 - e. A transfer accomplished under this article is not a demotion.

Article VI. Employment Security

1. Employees in this bargaining unit shall not achieve administrative tenure as a consequence of their employment in this unit.
2. Employees in this bargaining unit shall be employed under a personal service contract. The terms of that contract are annexed to this agreement. (See attachment A.) All contracts shall expire on June 30.
3. Term
 - a. Initial Term:
 - i A person newly hired in the bargaining unit shall be employed under a contract of one school year duration. This contract is subject to non-renewal pursuant to MCL 380.1229. If the contract is not non-renewed, it shall extend for one additional school year. A person newly hired into the bargaining unit may be employed under an Initial Term contract for no longer than three school years.
 - ii A person hired after January 1 shall serve an initial term for the duration of that school year plus two additional full school years. Such persons are subject to non-renewal pursuant to MCR 380.1229.
 - b. Continuing term:
 - i A person who has completed the initial term shall be employed under a contract of thirty six months duration. This contract shall be renewed each year, replacing the prior, unexpired, agreement, unless notice of non-renewal is provided as required by this section.
 - ii Non-renewal of a continuing term contract is subject to the procedure provided by MCL 380.1229. However, to be timely, notice of consideration of non-renewal must be provided not later than twenty four months prior to the expiration of the contract. The notice of non-renewal shall be accompanied by a detailed statement of the reasons for the non-renewal together with a copy of all information on which the employer relied. Unless discharged as permitted by contract, the person shall remain employed until the expiration of the existing contract.
4. Challenge to a non-renewal
 - a. The non-renewal of a continuing term contract is subject to the grievance procedure, including arbitration.
 - b. The role of the Arbitrator shall be to determine whether the non-renewal of the Grievant violated this agreement or MCL 380.1229.

B. Evaluation

Subject to Revised School Code Act 173 of 2015 380.1249
(See Attachment B)

1. The evaluation will note any deficiencies.
2. The failure to conduct an evaluation or to provide a notice of deficiency is conclusive evidence that the performance of the employee is satisfactory.

Article VII. Grievance Procedure

A. Definition

A grievance is a complaint by an administrator, a group of administrators, or the Union that there has been a violation, misinterpretation, or misapplication of any provision of this Agreement. This procedure must be exhausted before any arbitration can occur and arbitration is the sole forum for resolving disputes arising out of any relationship created or covered by this agreement. If the time limits set forth in this procedure are not met, the grievance will not be arbitrable and any further pursuit of it will be barred.

B. Procedure

1. Step 1: Within seven calendar days after the day within which the event which gave rise to the grievance occurred, a grievance must be submitted in writing to the Superintendent of Schools and/or his/her designee. The grievance shall state the nature of the complaint, the date on which the event giving rises to the grievance occurred and the relief sought. The Superintendent of Schools and/or his/her designee shall meet with the Union in an attempt to resolve the issue within seven business days of receipt of the grievance. A decision shall be submitted within seven business days thereafter.
2. Step 2: If the grievance remains unresolved at the conclusion of the previous step it may be submitted to binding arbitration at the request of the Union, provided written notice of the intent to arbitrate is delivered to the Superintendent of Schools within twenty-one business days following the Union's receipt of the decision of the Superintendent. Delivery of a

decision mailed by regular, U.S. mail shall be three business days after the date of mailing.

C. General

1. The arbitrator shall be selected and employed pursuant to the labor arbitration rules of the American Arbitration Association.
2. The arbitrator shall render his/her opinion and award only with respect to the particular grievance submitted to him/her, the arbitrator may not add to or subtract from this agreement nor may the arbitrator be permitted to award monetary damages other than back pay.
3. The decision and award shall be ~~shall be~~ binding upon the board, the Union and the grievant. It is not subject to review or modification by a court except in accordance with applicable law, and a judgment may enter thereon upon application to a court of competent jurisdiction by either party to the arbitration.
4. The arbitrator's fee and expense shall be shared equally by the Board and Union unless an award specifies otherwise.

Article VIII. Leave Days

1. Administrators hired before December 31, 2008 into the bargaining unit shall be entitled to fifteen Annual Leave Days without loss of pay for each contract year served. The Annual Leave Days for the school year will be credited on the first work day of the Administrator. Employees shall make every reasonable effort to take leave when the leave will have a minimal impact on the employee's responsibilities.
2. Administrators hired after January 1, 2009 into the bargaining unit shall be entitled to ten Annual Leave Days without loss of pay for each contract year served. The Annual Leave Days for the school year will be credited on the first work day of the Administrator. Employees shall make every reasonable effort to take leave when the leave will have a minimal impact on the employee's responsibilities.- Absence due to personal or family

illness greater than 5 consecutive school days must be supported by a doctor's note certifying the administrator's or family member's illness on the days in question.

3. The employer will honor its obligations under the Family Medical Leave Act. Leave days. A contract year will be used to determine a person's eligibility for leave under the FMLA.
4. Unused Annual Leave Days may accumulate as described here.
 - a. Administrators hired by the District prior to January 1995 who have accumulated more than 125 days not exceeding 200 as of September 1, 1996, for the purpose of severance will have that number of days frozen. If it becomes necessary for the Administrator to use days in excess of accumulated annual leave days, days may be used from the frozen severance bank. The frozen severance bank is permanently reduced by the number of days used. If the frozen severance bank falls below 125 days, the severance bank may be restored by the unused annual leave days up to a maximum of 125 days. Nuo Ivezaj is grandfathered into this severance bank clause of prior to January 1995, upon separation or retirement at \$175.00 per day.
 - b. Administrators hired before December 31, 2008 may accumulate up to 125 days of Annual Leave Days which will be paid to the employee at \$175.00 per day up to the max of 125 at Retirement or separation from employment. Craig Daniels is grandfathered into this clause.
 - c. Administrators hired on or after January 1, 2009 for the purpose of severance at retirement effective with the 07/01/2016 agreement, will be paid up to a max of 180 sick days in their sick bank at \$175.00 per day at retirement only. District must receive notification that the employee has submitted retirement paperwork. Final Salary Affidavit's submitted to the Payroll Office is sufficient notification of employee's retirement for severance pay-

out. Any other language that may have been over looked in this HAA contract relating to severance pay is null and void.

5. Personal Leave Days may be used for:
 - a. Court appearance: A court appearance in which the employee is required to give evidence as a witness in a matter related to the employee's employment.
 - b. Death: a maximum of three days per occurrence in the case of a death in the immediate family of the employee. "Immediate family" means the employee's father, mother, spouse, life partner, child (natural born or adopted), sibling, mother-in-law, father-in-law, grandparent, grandchild.
 - c. Jury duty: Any administrator who is summoned for jury duty must notify the Superintendent's office within a reasonable time of receipt of such notice. If an administrator is summoned and reports for jury duty he/she shall be paid their regular salary and benefits during such time of jury duty. The administrator shall provide to the Employer proof of all compensation received for jury duty and all such compensation shall be deducted from the administrator's pay, permission for which is hereby given, or paid over to the District.
 - d. Personal or family illness.
 - e. Personal business which cannot be conveniently accomplished at times other than during the school day.

6. Annual leave:
 - a. A leave day may be taken for any reason.
 - b. Annual Leave Days may be taken at any time but leave to be taken during the school year must be previously approved by the superintendent.
7. An employee may be granted, upon their request, a leave of absence without pay or benefits at the discretion of the Board of Education.
8. Calendar:
 - a. The school year shall be based on fifty-two (52) weeks. The Administrator shall follow the professional teaching contractual calendar as adopted by the Board Of Education during the months of August through June of each year, including the entire mid-winter break off.

- b. Administrators **hired before December 31, 2008** shall be entitled to twenty (20) days of non-accruable vacation to be used during the year earned. Vacation may be taken during the school year with prior approval from the Superintendent's office. All vacations must be pre-approved by the Superintendent and shall not interfere with the normal work of the District. In the case that an Administrator does not use all earned vacation days by June 30 of year earned, a notification may be made to the Superintendent of School that up to 10 days will be rolled over to the following year. The Administrator's vacation back cannot exceed thirty (30) days.
- c. Administrator's **hired after January 1, 2009**, shall be entitled to vacation as follows:
- **Ten (10) vacation days the first year.**
 - **Fifteen (15) vacation days the second year**
 - **Twenty (20) vacation days the third year**

Vacation time for Administrators hired after January 1, 2009 is non-accruable. HOWEVER, A MAXIMUM OF 3 DAYS MAY BE CARRIED OVER TO THE NEXT SCHOOL YEAR UPON APPROVAL OF THE EMPLOYER FOR ADMINISTRATORS IN THEIR FIRST YEAR AS DISTRICT ADMINISTRATORS.

Article IX. Miscellaneous

A. Scope of Agreement

This Agreement shall supersede any rules, regulations or practices of the Board applicable to administrators which shall be contrary to, or inconsistent with, its terms. It shall likewise supersede any contrary or inconsistent terms contained in any individual administrator contracts heretofore in effect. All future individual administrator contracts shall be subject to the terms of this Agreement.

B. Compliance to Law

This Agreement is subject, in all respects, to the laws of the State of Michigan with respect to the powers, rights, duties and obligations of the Board, the Union, and administrators in the bargaining unit and in the event that any provisions of this Agreement shall, at any time, be held to be contrary to law by a court of competent jurisdiction from whose final judgment or decree no appeal has been taken within the time provided for doing so, such provision shall be void and inoperative. However, all other provisions of this Agreement shall continue in effect.

C. Discipline, Demotions, Discharge

No administrator on continuing contract shall be disciplined, demoted or discharged except for just cause except as permitted by this agreement.

D. Payroll Deductions

The Board agrees to make payroll deductions, upon written authorization of an individual administrator for: Credit Union approved tax sheltered annuity programs, United Fund, additional insurance coverage's by approved carriers or for any other purposes jointly approved. No change in deductions will be allowed except by written authorization from the administrator at least two (2) weeks' prior to the change.

E. Administrative Staffing Standards:

Every building in which K-12 instruction to students in a regular classroom occurs will be staffed with a principal.

F.

ADMINISTRATORS' ATTENDANCE AT HPS BOARD MEETINGS IS OPTIONAL EXCEPT WHEN THAT ADMINISTRATOR IS ON THE AGENDA OR DIRECTED BY THE SUPERINTENDENT AS NEEDED,

Article X. Rights of Administrators

A. Personnel File

1. No false or intentionally misleading material will be placed in an administrator's personnel file. Except for routine or mandated material (such as Forms W-4), each administrator will be provided a copy of any document that is placed in their file.
2. An administrator will be notified if a request has been made to review or copy portions of the employee's personnel file pursuant to the Freedom of Information Act.

B. Protection of Administrators

1. The Board will defend, indemnify and hold harmless every member of the bargaining unit from claims, suits, or administrative charges lodged against the administrator in any court or administrative agency when such claim, suit, or charge relates to actions taken by the administrator in the course of his or her employment unless such claim suit or charges assert

that the member of the bargaining unit has engaged in sexual misconduct with a student or employee or committed an intentional tort.

2. The Board will reimburse the administrator the amount not covered by insurance for any loss, damage or destruction of any personal property suffered while in the course of his or her employment caused by the intentional act of a student or parent or guardian of a student.
3. An administrator injured as the result of an assault committed by a student or parent or guardian of a student shall be eligible for Additional Leave Days. To be eligible the administrator must be disabled and unable to work as the result of an assault committed by a student or parent or guardian of a student and must have used all of their available Annual Leave Days. If eligible, the administrator will be credited with the same number of additional leave days as Annual Leave Days used as a result of the assault. An administrator may be absent with pay and benefits for the period of their disability or until they have exhausted the additional leave days whichever occurs first.

C. Layoff and Recall

1. The Board of Education shall notify the Union in the event that it is necessary to reduce the number of persons employed in the bargaining unit. The notice shall be provided as soon as possible following the decision to reduce force. The notice shall include the number of administrators to be reduced and, to the extent possible, the job(s) being eliminated.
2. An administrator whose position is being eliminated may request to be transferred to another position in the bargaining unit.
3. The Board of Education shall provide at least 14 days' notice of layoff or pay in lieu thereof.
4. Any person who is laid off shall have the right to be recalled to a position that is restored or is vacant provided that the position becomes available within three years of the effective date of their layoff.

Article XI. Compensation and Benefits

A. **Wage Scale**

1. Annexed to this document is a wage scale. This scale applies as described in this article.
2. The employer may place a new hire at any of the steps. Thereafter, the individual's compensation shall be increased as described in the applicable article.

B. Insurances

FOR 2011-2012

1. Administrators may choose an HMO/PPO plan for medical insurance (Hard Cap) and Administrators will be offered the same level of dental and vision coverage that is currently in effect with an 80/20 split.
2.
 - a. The Employer will continue to purchase and pay 80/20 split for the dental and vision insurance plan that was in effect on July 1, 2008.
 - b. The Employer will continue to purchase and pay the premium for the long term disability insurance plan that was in effect on July 1, 2008.
 - c. An employee who opts not to be covered under the Board's medical coverage shall receive compensation of two hundred dollars (\$200.00) per month in lieu of coverage to be paid each month subject to the following condition. The Employee must supply to the District written proof of medical coverage with another employer / carrier.
3. EFFECTIVE SEPTEMBER 1, 2011:
 - a. ADMINISTRATORS WILL ADOPT THE MEDICAL INSURANCE PLAN (NOT TO INCLUDE DENTAL AND VISION PLANS) PARTICIPATED IN BY THE HAMTRAMCK FEDERATION OF TEACHERS ON AUGUST 8, 2011.
 - b. THE DISTRICT WILL ONLY PAY THE HARD CAP FOR THE HEALTH INSURANCE PREMIUM. DISTRICT WILL PAY 80% OF THE DENTAL AND VISION. ADMINISTRATORS WILL PAY THE REMAINING 20%.

C. Longevity

1. Longevity shall be paid based upon years of service computed from the employees first date of entry on duty.
2. A full year's longevity payment will be due if the person's anniversary date is before December 31. Longevity will be deferred to the next full year if the person's anniversary date is after January 1.
3. Payments will be made on the last pay of the calendar year.
4. Payment due each year:
 - a. At least 11 years of service: \$950.00
 - b. At least 15 years of service: \$1450.00
 - c. At least 26 years of service: \$1950.00

D. Advanced Degrees:

1. Persons with advanced degrees will receive an annual stipend in recognition of their achievement.
2. To be eligible, the person must be employed for the full school year, the degree must have been achieved from an accredited institution and their degree must be relevant to the field of education for which they are certified.

Payment:
 - a. Master's: \$500
 - b. Educational Specialist: \$900
 - c. Doctorate (Ph.D. or Ed.D.) \$2,000

Life Insurance

The District agrees to purchase a life insurance policy equal to twice the amount of the Employee's yearly salary. In the event of the Employee's death during the term of employment provided for herein, the proceeds of the policy shall be paid to such beneficiary as the Employee may designate in writing filed with the secretary of the Board or, if no beneficiary is designated, in accordance with the last will and testament of the Employee or to his / her estate if he / she dies intestate. This obligation only pertains to employee's employed by the District and while employed by the District.

E. Duration

This agreement shall be effective upon the date of ratification. This agreement shall expire on June 30, 2019

THE ENTIRE AGREEMENT OR SPECIFIC PROVISIONS OF THE AGREEMENT MAY BE EJECTED, MODIFIED, OR TERMINATED BY AN EMERGENCY MANAGER UNDER CONDITIONS PROVIDED IN THE LOCAL GOVERNMENT AND SCHOOL DISTRICT ACCOUNTABILITY ACT, 2011 PA 4

**Per Ratified agreement dated 04/09/2014 and Ratified Agreement dated 05/27/2015
Removal of all Prohibited Subjects of Bargaining**

3 Year Contract
07/01/2016 – 06/30/2019

2016-2017 – Step Increase + 3% Off Schedule for 2016-2017 only +
Remove Step 1 from the HAA Salary Schedule

2017-2018 – Wage to be determined and removal of 2nd step to be
determined

2018-2019 – Wage to be determined and removal of 3rd step to be
determined

**Effective 07/01/2017
New HAA SALARY SCHEDULE**

| | Step 1 | Step 2 | Step 3 | Step 4 | Step 5 | Step 6 | Step 7 | Step 8 | Step 9 | Step 10 |
|----------------------------------|-------------|-------------|-------------|--------------|--------------|--------------|--------------|--------------|--------------|--------------|
| Pupil Services | N/A | N/A | \$78,841.58 | \$81,206.83 | \$83,643.03 | \$85,315.89 | \$87,022.21 | \$88,762.65 | \$90,537.90 | \$92,348.66 |
| Recreation | N/A | N/A | \$69,121.39 | \$71,195.03 | \$73,330.87 | \$74,797.49 | \$76,293.44 | \$77,819.31 | \$79,375.69 | \$80,963.21 |
| KMS Principal | N/A | N/A | \$90,721.82 | \$93,443.47 | \$96,246.78 | \$98,171.72 | \$100,135.15 | \$102,137.86 | \$104,180.62 | \$106,264.23 |
| Special Ed Director | N/A | N/A | \$92,881.86 | \$95,668.32 | \$98,538.36 | \$100,509.13 | \$102,519.31 | \$104,569.70 | \$106,661.09 | \$108,794.32 |
| HHS Asst. | N/A | N/A | \$88,561.78 | \$91,218.63 | \$93,955.19 | \$95,834.29 | \$97,750.97 | \$99,706.00 | \$101,700.12 | \$103,734.12 |
| KMS Asst. | N/A | N/A | \$86,401.73 | \$88,993.78 | \$91,663.60 | \$93,496.87 | \$95,366.80 | \$97,274.14 | \$99,219.63 | \$101,204.02 |
| Technology Director | N/A | N/A | \$78,841.58 | \$81,206.83 | \$83,643.03 | \$85,315.89 | \$87,022.21 | \$88,762.65 | \$90,537.90 | \$92,348.66 |
| Bldg. & Grounds & Transportation | N/A | N/A | \$78,841.58 | \$81,206.83 | \$83,643.03 | \$85,315.89 | \$87,022.21 | \$88,762.65 | \$90,537.90 | \$92,348.66 |
| HHS Principal | N/A | N/A | \$99,361.99 | \$102,342.85 | \$105,413.14 | \$107,521.42 | \$109,671.83 | \$111,865.30 | \$114,102.60 | \$116,384.66 |
| DE Principal | N/A | N/A | \$89,641.79 | \$92,331.06 | \$95,100.98 | \$97,003.01 | \$98,943.06 | \$100,921.92 | \$102,940.36 | \$104,999.17 |
| DW Principal | N/A | N/A | \$89,641.79 | \$92,331.06 | \$95,100.98 | \$97,003.01 | \$98,943.06 | \$100,921.92 | \$102,940.36 | \$104,999.17 |
| Hol Principal | N/A | N/A | \$89,641.79 | \$92,331.06 | \$95,100.98 | \$97,003.01 | \$98,943.06 | \$100,921.92 | \$102,940.36 | \$104,999.17 |
| ECE Principal | N/A | N/A | \$89,641.79 | \$92,331.06 | \$95,100.98 | \$97,003.01 | \$98,943.06 | \$100,921.92 | \$102,940.36 | \$104,999.17 |
| Elem Asst. | N/A | N/A | \$84,241.69 | \$86,768.94 | \$89,372.01 | \$91,159.45 | \$92,982.64 | \$94,842.29 | \$96,739.14 | \$98,673.92 |
| Horizon Principal | N/A | N/A | \$88,561.78 | \$91,218.63 | \$93,955.19 | \$95,834.29 | \$97,750.97 | \$99,706.00 | \$101,700.12 | \$103,734.12 |
| TechnologyCoordinator | \$58,300.00 | \$60,049.00 | \$61,851.00 | \$63,706.00 | \$65,617.18 | \$66,929.46 | \$68,268.24 | \$69,633.52 | \$71,026.19 | \$72,446.71 |
| ELL Director | N/A | N/A | \$99,361.99 | \$102,342.85 | \$105,413.14 | \$107,521.42 | \$109,671.83 | \$111,865.30 | \$114,102.60 | \$116,384.66 |

New Administrators hired into this Bargaining Unit by September 1st will be eligible for a step increase if applicable that following July 1st.

Technology Coordinators Steps 1, 2 and 3 will not be removed during this 3 year contract dated 07/01/2016 thru 06/30/2019.

2016-2017 Remove Step 1 from the HAA Salary Schedule

2017-2018 Removed Step 2 from the HAA Salary Schedule

Attachment (A)

Employment Agreement

Between

The Hamtramck Board of Education

and

_____ (“Administrator”)

1. This agreement is effective on _____ and shall expire on _____.
2. This agreement is subject to the provisions of the collective bargaining agreement between the Hamtramck Administrators Association and the Hamtramck Board of Education (“C.B.A.”)
3. Duties: the Administrator is employed as _____.
4. Administrator has stated that s/he has the requisite qualifications to perform the job to which s/he has been assigned.
5. The Administrator shall receive compensation and benefits applicable to the position as established by the C.B.A.
6. The Administrator shall not achieve tenure as an administrator as a consequence of this agreement.

Signed:

Administrator

Superintendent of Schools

Dated: _____

Attachment B

Act No. 173
Public Acts of 2015
Approved by the Governor
November 5, 2015
Filed with the Secretary of State
November 5, 2015
EFFECTIVE DATE: November 5, 2015

STATE OF MICHIGAN 98TH LEGISLATURE REGULAR SESSION OF 2015

Introduced by Senator Pavlov

ENROLLED SENATE BILL No. 103

AN ACT to amend 1976 PA 451, entitled "An act to provide a system of public instruction and elementary and secondary schools; to revise, consolidate, and clarify the laws relating to elementary and secondary education; to provide for the organization, regulation, and maintenance of schools, school districts, public school academies, intermediate school districts, and other public school entities; to prescribe rights, powers, duties, and privileges of schools, school districts, public school academies, intermediate school districts, and other public school entities; to provide for the regulation of school teachers and certain other school employees; to provide for school elections and to prescribe powers and duties with respect thereto; to provide for the levy and collection of taxes; to provide for the borrowing of money and issuance of bonds and other evidences of indebtedness; to establish a fund and provide for expenditures from that fund; to provide for and prescribe the powers and duties of certain state departments, the state board of education, and certain other boards and officials; to provide for licensure of boarding schools; to prescribe penalties; and to repeal acts and parts of acts," by amending sections 1249 and 1249a (MCL 380.1249 and 380.1249a), section 1249 as amended by 2014 PA 257 and section 1249a as added by 2011 PA 102, and by adding sections 1249b, 1531j, and 1531k.

The People of the State of Michigan enact:

Sec. 1249. (1) Subject to subsection (4), with the involvement of teachers and school administrators, the board of a school district or intermediate school district or board of directors of a public school academy shall adopt and implement for all teachers and school administrators a rigorous, transparent, and fair performance evaluation system that does all of the following:

(a) Evaluates the teacher's or school administrator's job performance at least annually while providing timely and constructive feedback.

(b) Establishes clear approaches to measuring student growth and provides teachers and school administrators with relevant data on student growth.

(c) Evaluates a teacher's or school administrator's job performance, using multiple rating categories that take into account student growth and assessment data. Student growth must be measured using multiple measures that may include student learning objectives, achievement of individualized education program goals, nationally normed or locally developed assessments that are aligned to state standards, research-based growth measures, or alternative assessments that are rigorous and comparable across schools within the school district, intermediate school district, or public school academy. If the performance evaluation system implemented by a school district, intermediate school district, or public school academy under this section does not already include the rating of teachers as highly effective, effective, minimally effective, and ineffective, then the school district, intermediate school district, or public school academy shall revise the performance evaluation system not later than September 19, 2011 to ensure that it rates teachers as highly effective, effective, minimally effective, or ineffective.

(d) Uses the evaluations, at a minimum, to inform decisions regarding all of the following:

(i) The effectiveness of teachers and school administrators, ensuring that they are given ample opportunities for improvement.

(ii) Promotion, retention, and development of teachers and school administrators, including providing relevant coaching, instruction support, or professional development.

(iii) Whether to grant tenure or full certification, or both, to teachers and school administrators using rigorous standards and streamlined, transparent, and fair procedures.

(iv) Removing ineffective tenured and untenured teachers and school administrators after they have had ample opportunities to improve, and ensuring that these decisions are made using rigorous standards and streamlined, transparent, and fair procedures.

(2) The board of a school district or intermediate school district or board of directors of a public school academy shall ensure that the performance evaluation system for teachers meets all of the following:

(a) The performance evaluation system shall include at least an annual year-end evaluation for all teachers. Beginning with the 2015-2016 school year, an annual year-end evaluation shall meet all of the following:

(i) For the 2015-2016, 2016-2017, and 2017-2018 school years, 25% of the annual year-end evaluation shall be based on student growth and assessment data. Beginning with the 2018-2019 school year, 40% of the annual year-end evaluation shall be based on student growth and assessment data.

(ii) Beginning with the 2018-2019 school year, for core content areas in grades and subjects in which state assessments are administered, 50% of student growth must be measured using the state assessments, and the portion of student growth not measured using state assessments must be measured using multiple research-based growth measures or alternative assessments that are rigorous and comparable across schools within the school district, intermediate school district, or public school academy. Student growth also may be measured by student learning objectives or nationally normed or locally adopted assessments that are aligned to state standards, or based on achievement of individualized education program goals.

(iii) Beginning with the 2016-2017 school year, the portion of a teacher's annual year-end evaluation that is not based on student growth and assessment data, as described under subparagraph (i), shall be based primarily on a teacher's performance as measured by the evaluation tool developed or adopted by the school district, intermediate school district, or public school academy under subdivision (f).

(iv) The portion of a teacher's evaluation that is not measured using student growth and assessment data, as described under subparagraph (i), or using the evaluation tool developed or adopted by the school district, intermediate school district, or public school academy, as described under subparagraph (iii), shall incorporate criteria enumerated in section 1248(1)(b)(i) to (iii) that are not otherwise evaluated under subparagraph (i) or (ii).

(b) If there are student growth and assessment data available for a teacher for at least 3 school years, the annual year-end evaluation shall be based on the student growth and assessment data for the most recent 3-consecutive-school-year period. If there are not student growth and assessment data available for a teacher for at least 3 school years, the annual year-end evaluation shall be based on all student growth and assessment data that are available for the teacher.

(c) The annual year-end evaluation shall include specific performance goals that will assist in improving effectiveness for the next school year and are developed by the school administrator or his or her designee conducting the evaluation, in consultation with the teacher, and any recommended training identified by the school administrator or designee, in consultation with the teacher, that would assist the teacher in meeting these goals. For a teacher described in subdivision (d), the school administrator or designee shall develop, in consultation with the teacher, an individualized development plan that includes these goals and training and is designed to assist the teacher to improve his or her effectiveness.

(d) The performance evaluation system shall include a midyear progress report for a teacher who is in the first year of the probationary period prescribed by section 1 of article II of 1937 (Ex Sess) PA 4, MCL 38.81, or who received a rating of minimally effective or ineffective in his or her most recent annual year-end evaluation. The midyear progress report shall be used as a supplemental tool to gauge a teacher's improvement from the preceding school year and to assist a teacher to improve. All of the following apply to the midyear progress report:

(i) The midyear progress report shall be based at least in part on student achievement.

(ii) The midyear progress report shall be aligned with the teacher's individualized development plan under subdivision (c).

(iii) The midyear progress report shall include specific performance goals for the remainder of the school year that are developed by the school administrator conducting the annual year-end evaluation or his or her designee and any recommended training identified by the school administrator or designee that would assist the teacher in meeting these goals. At the midyear progress report, the school administrator or designee shall develop, in consultation with the teacher, a written improvement plan that includes these goals and training and is designed to assist the teacher to improve his or her rating.

- (iv) The midyear progress report shall not take the place of an annual year-end evaluation.
- (e) The performance evaluation system shall include classroom observations to assist in the performance evaluations. All of the following apply to these classroom observations:
- (i) A classroom observation shall include a review of the teacher's lesson plan and the state curriculum standard being used in the lesson and a review of pupil engagement in the lesson.
- (ii) A classroom observation does not have to be for an entire class period.
- (iii) Unless a teacher has received a rating of effective or highly effective on his or her 2 most recent annual year-end evaluations, there shall be at least 2 classroom observations of the teacher each school year. Beginning with the 2016-2017 school year, at least 1 observation must be unscheduled.
- (iv) Beginning with the 2016-2017 school year, the school administrator responsible for the teacher's performance evaluation shall conduct at least 1 of the observations. Other observations may be conducted by other observers who are trained in the use of the evaluation tool that is used under subdivision (f). These other observers may be teacher leaders.
- (v) Beginning with the 2016-2017 school year, a school district, intermediate school district, or public school academy shall ensure that, within 30 days after each observation, the teacher is provided with feedback from the observation.
- (f) For the purposes of conducting annual year-end evaluations under the performance evaluation system, by the beginning of the 2016-2017 school year, the school district, intermediate school district, or public school academy shall adopt and implement 1 or more of the evaluation tools for teachers that are included on the list under subsection (5). However, if a school district, intermediate school district, or public school academy has 1 or more local evaluation tools for teachers or modifications of an evaluation tool on the list under subsection (5), and the school district, intermediate school district, or public school academy complies with subsection (3), the school district, intermediate school district, or public school academy may conduct annual year-end evaluations for teachers using 1 or more local evaluation tools or modifications. The evaluation tools shall be used consistently among the schools operated by a school district, intermediate school district, or public school academy so that all similarly situated teachers are evaluated using the same evaluation tool.
- (g) The performance evaluation system shall assign an effectiveness rating to each teacher of highly effective, effective, minimally effective, or ineffective, based on his or her score on the annual year-end evaluation described in this subsection.
- (h) As part of the performance evaluation system, and in addition to the requirements of section 1526, a school district, intermediate school district, or public school academy is encouraged to assign a mentor or coach to each teacher who is described in subdivision (d).
- (i) The performance evaluation system may allow for exemption of student growth data for a particular pupil for a school year upon the recommendation of the school administrator conducting the annual year-end evaluation or his or her designee and approval of the school district superintendent or his or her designee, intermediate superintendent or his or her designee, or chief administrator of the public school academy, as applicable.
- (j) The performance evaluation system shall provide that, if a teacher is rated as ineffective on 3 consecutive annual year-end evaluations, the school district, public school academy, or intermediate school district shall dismiss the teacher from his or her employment. This subdivision does not affect the ability of a school district, intermediate school district, or public school academy to dismiss a teacher from his or her employment regardless of whether the teacher is rated as ineffective on 3 consecutive annual year-end evaluations.
- (k) The performance evaluation system shall provide that, if a teacher is rated as highly effective on 3 consecutive annual year-end evaluations, the school district, intermediate school district, or public school academy may choose to conduct a year-end evaluation biennially instead of annually. However, if a teacher is not rated as highly effective on 1 of these biennial year-end evaluations, the teacher shall again be provided with annual year-end evaluations.
- (l) The performance evaluation system shall provide that, if a teacher who is not in a probationary period prescribed by section 1 of article II of 1937 (Ex Sess) PA 4, MCL 38.81, is rated as ineffective on an annual year-end evaluation, the teacher may request a review of the evaluation and the rating by the school district superintendent, intermediate superintendent, or chief administrator of the public school academy, as applicable. The request for a review must be submitted in writing within 20 days after the teacher is informed of the rating. Upon receipt of the request, the school district superintendent, intermediate superintendent, or chief administrator of the public school academy, as applicable, shall review the evaluation and rating and may make any modifications as appropriate based on his or her review. However, the performance evaluation system shall not allow for a review as described in this subdivision more than twice in a 3-school-year period.
- (m) Beginning with the 2016-2017 school year, the school district, intermediate school district, or public school academy shall provide training to teachers on the evaluation tool or tools used by the school district, intermediate school district, or public school academy in its performance evaluation system and on how each evaluation tool is used. This training may be provided by a school district, intermediate school district, or public school academy, or by a consortium consisting of 2 or more of these.

(n) Beginning with the 2016-2017 school year, a school district, intermediate school district, or public school academy shall ensure that training is provided to all evaluators and observers. The training shall be provided by an individual who has expertise in the evaluation tool or tools used by the school district, intermediate school district, or public school academy, which may include either a consultant on that evaluation tool or framework or an individual who has been trained to train others in the use of the evaluation tool or tools. This subdivision does not prohibit a school district, intermediate school district, public school academy, or consortium consisting of 2 or more of these, from providing the training in the use of the evaluation tool or tools if the trainer has expertise in the evaluation tool or tools.

(3) Beginning with the 2016-2017 school year, a school district, intermediate school district, or public school academy shall post on its public website all of the following information about the evaluation tool or tools it uses for its performance evaluation system for teachers:

(a) The research base for the evaluation framework, instrument, and process or, if the school district, intermediate school district, or public school academy adapts or modifies an evaluation tool from the list under subsection (5), the research base for the listed evaluation tool and an assurance that the adaptations or modifications do not compromise the validity of that research base.

(b) The identity and qualifications of the author or authors or, if the school district, intermediate school district, or public school academy adapts or modifies an evaluation tool from the list under subsection (5), the identity and qualifications of a person with expertise in teacher evaluations who has reviewed the adapted or modified evaluation tool.

(c) Either evidence of reliability, validity, and efficacy or a plan for developing that evidence or, if the school district, intermediate school district, or public school academy adapts or modifies an evaluation tool from the list under subsection (5), an assurance that the adaptations or modifications do not compromise the reliability, validity, or efficacy of the evaluation tool or the evaluation process.

(d) The evaluation frameworks and rubrics with detailed descriptors for each performance level on key summative indicators.

(e) A description of the processes for conducting classroom observations, collecting evidence, conducting evaluation conferences, developing performance ratings, and developing performance improvement plans.

(f) A description of the plan for providing evaluators and observers with training.

(4) If a collective bargaining agreement was in effect for teachers or school administrators of a school district, public school academy, or intermediate school district as of July 19, 2011, if that same collective bargaining agreement is still in effect as of the effective date of the amendatory act that added section 1531j, and if that collective bargaining agreement prevents compliance with subsection (1), then subsection (1) does not apply to that school district, public school academy, or intermediate school district until after the expiration of that collective bargaining agreement.

(5) The department shall establish and maintain a list of teacher evaluation tools that have demonstrated evidence of efficacy and that may be used for the purposes of this section. That list initially shall include at least the evaluation models recommended in the final recommendations released by the Michigan council on educator effectiveness in July 2013. The list shall include a statement indicating that school districts, intermediate school districts, and public school academies are not limited to only using the evaluation tools that are included on the list. A school district, intermediate school district, or public school academy is not required to use an evaluation tool for teacher evaluations that is the same as it uses for school administrator evaluations or that has the same author or authors as the evaluation tool it uses for school administrator evaluations. The department shall promulgate rules establishing standards and procedures for adding an evaluation tool to or removing an evaluation tool from the list. These rules shall include a process for a school district, intermediate school district, or public school academy to submit its own evaluation tool for review for placement on the list.

(6) The training required under subsection (2) shall be paid for from the funds available in the educator evaluation reserve fund created under section 95a of the state school aid act, MCL 388.1695a.

(7) This section does not affect the operation or applicability of section 1248.

Sec. 1249a. (1) Beginning with the 2018-2019 school year, subject to subsection (2), a school district, intermediate school district, or public school academy shall not assign a pupil to be taught in the same subject area for 2 consecutive years by a teacher who has been rated as ineffective on his or her 2 most recent annual year-end evaluations under section 1249.

(2) Beginning with the 2018-2019 school year, if a school district, intermediate school district, or public school academy is unable to comply with subsection (1) and plans to assign a pupil to be taught in the same subject area for 2 consecutive years by a teacher who has been rated as ineffective on his or her 2 most recent annual year-end evaluations under section 1249, the board of the school district or intermediate school district or board of directors of the public school academy in which the pupil is enrolled shall notify the pupil's parent or legal guardian that the board or board of directors is unable to comply with subsection (1) and that the pupil has been assigned to be taught in the same subject area for a second consecutive year by a teacher who has been rated as ineffective on his or her 2 most

recent annual year-end evaluations. The notification shall be in writing, shall be delivered to the parent or legal guardian not later than July 15 immediately preceding the beginning of the school year for which the pupil is assigned to the teacher, and shall include an explanation of why the board or board of directors is unable to comply with subsection (1).

Sec. 1249b. (1) The board of a school district or intermediate school district or board of directors of a public school academy shall ensure that the performance evaluation system for building-level school administrators and for central-office-level school administrators who are regularly involved in instructional matters meets all of the following:

(a) The performance evaluation system shall include at least an annual evaluation for all school administrators described in this subsection by the school district superintendent or his or her designee, intermediate superintendent or his or her designee, or chief administrator of the public school academy, as applicable. However, a superintendent or chief administrator shall be evaluated by the board or board of directors or, if the superintendent or chief administrator is not employed directly by the board or board of directors, by the designee of the board or board of directors.

(b) For the 2015-2016, 2016-2017, and 2017-2018 school years, 25% of the annual evaluation shall be based on student growth and assessment data. Beginning with the 2018-2019 school year, 40% of the annual evaluation shall be based on student growth and assessment data. The student growth and assessment data to be used for the school administrator annual evaluation are the aggregate student growth and assessment data that are used in teacher annual year-end evaluations in each school in which the school administrator works as an administrator or, for a central-office-level school administrator, for the entire school district or intermediate school district.

(c) For the purposes of conducting annual evaluations under the performance evaluation system, the school district, intermediate school district, or public school academy shall develop or adopt and implement an evaluation tool for school administrators. The portion of a school administrator's annual evaluation that is not based on student growth shall be based primarily on the school administrator's performance as measured by this evaluation tool.

(d) The portion of the annual evaluation that is not based on student growth and assessment data as provided under subdivision (b) or on an evaluation tool as provided under subdivision (c) shall be based on at least the following for each school in which the school administrator works as an administrator or, for a central-office-level school administrator, for the entire school district or intermediate school district:

(i) If the school administrator conducts teacher performance evaluations, the school administrator's proficiency in using the evaluation tool for teachers used by the school district, intermediate school district, or public school academy under section 1249. If the school administrator designates another person to conduct teacher performance evaluations, the evaluation of the school administrator on this factor shall be based on the designee's proficiency in using the evaluation tool for teachers used by the school district, intermediate school district, or public school academy under section 1249, with the designee's performance to be counted as if it were the school administrator personally conducting the teacher performance evaluations.

(ii) The progress made by the school or school district in meeting the goals set forth in the school's school improvement plan or the school district's school improvement plans.

(iii) Pupil attendance in the school or school district.

(iv) Student, parent, and teacher feedback, as available, and other information considered pertinent by the superintendent or other school administrator conducting the performance evaluation or the board or board of directors.

(e) For the purposes of conducting annual evaluations under the performance evaluation system, by the beginning of the 2016-2017 school year, the school district, intermediate school district, or public school academy shall adopt and implement 1 or more of the evaluation tools for school administrators that are included on the list under subsection (3). However, if a school district, intermediate school district, or public school academy has 1 or more local evaluation tools for school administrators or modifications of an evaluation tool on the list under subsection (3), and the school district, intermediate school district, or public school academy complies with subsection (2), the school district, intermediate school district, or public school academy may conduct annual year-end evaluations for school administrators using 1 or more local evaluation tools or modifications.

(f) The evaluation tool and other measures used by the school district, intermediate school district, or public school academy in its performance evaluation system for school administrators shall be used consistently across the schools operated by a school district, intermediate school district, or public school academy so that all similarly situated school administrators are evaluated using the same measures.

(g) The performance evaluation system shall assign an effectiveness rating to each school administrator described in this subsection of highly effective, effective, minimally effective, or ineffective.

(h) The performance evaluation system shall ensure that if a school administrator described in this subsection is rated as minimally effective or ineffective, the person or persons conducting the evaluation shall develop and require the school administrator to implement an improvement plan to correct the deficiencies. The improvement plan shall recommend professional development opportunities and other actions designed to improve the rating of the school administrator on his or her next annual evaluation.

(i) The performance evaluation system shall provide that, if a school administrator described in this subsection is rated as ineffective on 3 consecutive annual evaluations, the school district, public school academy, or intermediate school district shall dismiss the school administrator from his or her employment. This subdivision does not affect the ability of a school district, intermediate school district, or public school academy to dismiss a school administrator from his or her employment regardless of whether the school administrator is rated as ineffective on 3 consecutive annual evaluations.

(j) The performance evaluation system shall provide that, if a school administrator is rated as highly effective on 3 consecutive annual evaluations, the school district, intermediate school district, or public school academy may choose to conduct an evaluation biennially instead of annually. However, if a school administrator is not rated as highly effective on 1 of these biennial evaluations, the school administrator shall again be provided with annual evaluations.

(k) The school district, intermediate school district, or public school academy shall provide training to school administrators on the measures used by the school district, intermediate school district, or public school academy in its performance evaluation system for school administrators and on how each of the measures is used. This training may be provided by a school district, intermediate school district, or public school academy, or by a consortium consisting of 2 or more of these.

(l) Beginning with the 2016-2017 school year, a school district, intermediate school district, or public school academy shall ensure that training is provided to all evaluators and observers. The training shall be provided by an individual who has expertise in the evaluation tool or tools used by the school district, intermediate school district, or public school academy, which may include either a consultant on that evaluation tool or framework or an individual who has been trained to train others in the use of the evaluation tool or tools. This subdivision does not prohibit a school district, intermediate school district, public school academy, or consortium consisting of 2 or more of these, from providing the training in the use of the evaluation tool or tools if the trainer has expertise in the evaluation tool or tools.

(2) Beginning with the 2016-2017 school year, a school district, intermediate school district, or public school academy shall post on its public website all of the following information about the measures it uses for its performance evaluation system for school administrators:

(a) The research base for the evaluation framework, instrument, and process or, if the school district, intermediate school district, or public school academy adapts or modifies an evaluation tool from the list under subsection (3), the research base for the listed evaluation tool and an assurance that the adaptations or modifications do not compromise the validity of that research base.

(b) The identity and qualifications of the author or authors or, if the school district, intermediate school district, or public school academy adapts or modifies an evaluation tool from the list under subsection (3), the identity and qualifications of a person with expertise in teacher evaluations who has reviewed the adapted or modified evaluation tool.

(c) Either evidence of reliability, validity, and efficacy or a plan for developing that evidence or, if the school district, intermediate school district, or public school academy adapts or modifies an evaluation tool from the list under subsection (3), an assurance that the adaptations or modifications do not compromise the reliability, validity, or efficacy of the evaluation tool or the evaluation process.

(d) The evaluation frameworks and rubrics, with detailed descriptors for each performance level on key summative indicators.

(e) A description of the processes for collecting evidence, conducting evaluation conferences, developing performance ratings, and developing performance improvement plans.

(f) A description of the plan for providing evaluators and observers with training.

(3) The department shall establish and maintain a list of school administrator evaluation tools that have demonstrated evidence of efficacy and that may be used for the purposes of this section. That list initially shall include at least the 2 evaluation models recommended in the final recommendations released by the Michigan council on educator effectiveness in July 2013. The list shall include a statement indicating that school districts, intermediate school districts, and public school academies are not limited to only using the evaluation tools that are included on the list. A school district, intermediate school district, or public school academy is not required to use an evaluation tool for school administrator evaluations that is the same as it uses for teacher evaluations or that has the same author or authors as the evaluation tool it uses for teacher evaluations. The department shall promulgate rules establishing standards and procedures for adding an evaluation tool to or removing an evaluation tool from the list. These rules shall include a process for a school district, intermediate school district, or public school academy to submit its own evaluation tool for review for placement on the list.

(4) The training required under subsection (1) shall be paid for from the funds available in the educator evaluation reserve fund created under section 95a of the state school aid act, MCL 388.1695a.

Sec. 1531j. Notwithstanding any other provision of this act or a rule to the contrary, beginning July 1, 2018, the superintendent of public instruction shall not issue an initial professional teaching certificate to an individual unless the

individual presents evidence satisfactory to the superintendent of public instruction demonstrating that he or she meets all of the following:

(a) The individual has successfully completed at least 3 full years of classroom teaching.

(b) The individual meets either of the following:

(i) Was rated as either effective or highly effective on his or her annual year-end performance evaluation under section 1249 for the 3 consecutive school years immediately preceding his or her application for the professional teaching certificate.

(ii) Was rated as either effective or highly effective on his or her annual year-end performance evaluation under section 1249 for at least 3 nonconsecutive school years before his or her application for the professional teaching certificate and submits a recommendation from the chief school administrator of the school at which he or she is currently employed that he or she be issued a professional teaching certificate.

Sec. 1531k. Beginning on the effective date of this section, the superintendent of public instruction shall not issue an initial advanced professional education certificate to an individual, or renew an individual's advanced professional education certificate, unless the individual presents evidence satisfactory to the superintendent of public instruction demonstrating that he or she meets all of the following:

(a) Has been rated as highly effective on his or her annual year-end evaluation under section 1249 for 3 out of the 5 most recent school years.

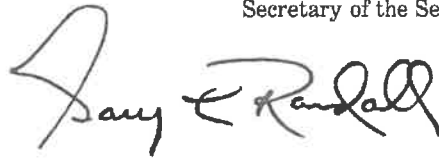
(b) Has not been rated ineffective on his or her annual year-end evaluation under section 1249 within the 5 most recent school years.

(c) Meets additional criteria established by the department.

This act is ordered to take immediate effect.



Secretary of the Senate



Clerk of the House of Representatives

Approved

.....
Governor

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed on the day and year below written

HAMTRAMCK BOARD OF
EDUCATION

HAMTRAMCK Administrators
Association

President

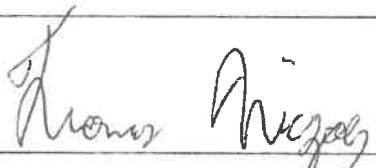
 7-15-16

President, HAA

Secretary

Vice President, HAA

Committee Member



SUPERINTENDENT

Committee Member

Committee Member

7-15-16

Date