

CONTRACTUAL AGREEMENT
between
BEAVER ISLAND COMMUNITY SCHOOL BOARD
and
BEAVER ISLAND EDUCATION ASSOCIATION
September 1, 2011, through August 31, 2015

This agreement entered into this first day of September, 2011, by and between the Beaver Island Community School Board of Education, hereinafter called the "Board," and the Beaver Island Education Association-MEA-NEA, hereinafter called the "Association."

WHEREAS, the Board and the Association recognize and declare that providing a quality education for the children of Beaver Island Community School is their mutual aim, and

WHEREAS, the Board has the statutory obligation, pursuant to Act 379 of the Michigan Public Acts of 1965, as amended, to bargain with the Association as the representative of its teaching personnel with respect to hours, wages, terms and conditions of employment, and

IN CONSIDERATION of the following mutual covenants, it is hereby agreed as follows:

ARTICLE I - RECOGNITION

The Board recognizes the Association as the exclusive bargaining representative, as defined in Section II of Act 379, Public Acts of 1965 for all teaching personnel excluding the Principal.

ARTICLE II - BOARD RIGHTS AND RESPONSIBILITIES

Section A - The Board, on its own behalf and on behalf of the electors of the District, hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred on the Board and vested in it by the laws and Constitution of the State of Michigan and the United States.

Section B - Nothing in this Agreement is to be interpreted as constituting a waiver of the Board of Education's rights and responsibilities to create and maintain schools. The exercise of the foregoing powers, rights, duties, and responsibilities by the Board and the adoption of policies, rules, regulations, and practices shall be the exclusive prerogative of the Board except as limited by the terms of this agreement and the constitutions of the State of Michigan and the United States.

Section C – The intent of this agreement is to establish wages and terms and conditions of employment with the Association.

ARTICLE III - ASSOCIATION AND TEACHER RIGHTS

Section A - Pursuant to Act 379 of the Public Acts of 1965, the Board hereby agrees that all teachers shall have the right freely to organize, join, and support the Association for the purpose of engaging in statutory collective bargaining. The Board further agrees that it will not discriminate against any teacher with respect to hours, wages or any terms and conditions of employment by reason of his membership in the Association or collective bargaining with the Board, or his/her institution of any grievance, complaint or proceeding under this agreement or otherwise with respect to any terms or conditions of employment. No religious or political activities of any teacher or the lack thereof shall be the grounds for any discipline or discrimination with respect to the professional employment of the teacher provided the same does not occur during the hours of duty. The private and personal life of any teacher shall not be the subject of any disciplinary action by the Board or its agents as long as it does not affect his/her teaching effectiveness.

Section B - The Association, its members and duly authorized representatives of the MEA and NEA will have the right to use school buildings and transact official local Association business. The employer will honor reasonable requests for building usage from the Association. In exercise of this right the local Association shall schedule its meetings with the Principal and shall not displace any previously scheduled events or classes, and shall not interfere with or interrupt normal school operations.

Section C - Any complaint made against a teacher which is written and placed in the teacher's personnel file shall first be offered to the teacher to be initialed and dated by the teacher. A teacher shall have a right to inspect this file. A teacher will have the right to review the contents of all records, excluding initial references from job application screening, of the district pertaining to said teacher originating after initial employment and to have a representative of the Association accompany him/her in such review.

Section D - A teacher shall be notified, prior to complaints or other material originating after initial employment, being included in his/her personnel file. The teacher may submit a written notation regarding any such material, including written complaints and the same shall be attached to the file copy of the material in question. When a teacher is asked to sign material to be placed in his/her file such signature shall indicate his/her awareness of the material and does not necessarily mean agreement with its content. No complaint will be included in the teacher's personnel file, or used in any disciplinary

action unless the teacher has been informed of the complaint and the identity of the complainant is made known to the teacher.

Section E - If any material within the teacher's personnel file is found to be improper as defined in Article III, Sections A through D, incorrect, or illegal such material shall be corrected or expunged, whichever is appropriate. Material of a negative nature, excluding evaluations, shall be removed after three (3) years at the teacher's request provided that a similar incident has not occurred during that time. If the teacher requests removal of this material, all other material accumulated during that same time frame, with the exception of the evaluation, certification papers and other objective material, will also be removed.

Section F - Nothing herein shall be construed to deny or restrict any teacher rights he may have under the Michigan General School Laws or applicable civil service laws and regulations, except to the extent that those rights are limited by this Agreement. The rights provided to teachers elsewhere shall be deemed independent from those set forth in this agreement.

ARTICLE IV - PROFESSIONAL COMPENSATION

Section A - Professional growth of the teaching staff is very important to the school district. The following plan is intended to foster professional growth.

- I. College Coursework Reimbursement
 - A. The district will pay for approved credits using the following guidelines:
 1. The district will reimburse the teacher for 75 percent of tuition and books up to a maximum of three hundred (\$300.00) dollars per contract year.
 2. The course(s) must be approved by the administration as being applicable to the teaching assignment.
 2. Receipts and transcripts must be provided to the administration before reimbursement can be made.
 4. The teacher must still be in the employment of the district to receive reimbursement.
 - B. Transcripts or proof of satisfactory completion should be provided to the administration prior to the start of a new school year.

Section B - The salaries of teachers covered by this Agreement are set forth in Schedule A of the Appendix which is made a part of this Agreement.

Section C - The Board recognizes that professional meetings are enriching experiences. Teachers may submit requests to attend professional meetings to the administrator for approval. Approval and necessary expenses will be granted subject to budget, educational value, and/or relevance to teacher's stated objectives on evaluation. The board will cover the cost of coursework it requests the teacher to pursue.

Section D - The professional hourly rate of any teacher shall be \$25.00 per hour. The teacher shall be paid this established hourly rate, in addition to his/her base salary, for all assigned time spent after the regular teacher work day where attendance is not voluntary, but required. The exception to this is as follows: the administration may call two required meetings per month on days to be agreed upon by both parties. Each meeting shall start no later than 3:30 p.m. and end no later than 4:30 p.m.

Section E - Salaries will be paid in twenty-one (21) equal payments every other Friday or equal payments every other Friday ending with the payday following the last calendar work day of the school year. Bargaining unit members electing to choose twenty-six (26) payments option must do so in writing to the administrative office before June 30th. Such option will remain in effect during the contractual year.

Section F - Upon appropriate written authorization from an employee, the employer shall deduct from the salary of any such employee and make appropriate remittance for MEA financial services programs, MESSA programs not fully employer-paid, credit union, savings bonds, or any other plans or programs jointly approved by the Association and Board.

Section G - Teachers receiving a Satisfactory Performance Evaluation shall receive a \$1.00 stipend.

ARTICLE V - INSURANCE PROTECTION

Section A - MESSA PAK Choices II

Year	\$200/\$400 deductible (reimbursed)
2011-2012	\$10/\$20 RX reimbursed up to the \$5/\$10 Rx level
	\$10 office visit (was \$5.00 in 2010-2011)
	10% Member premium contribution (pre-tax dollars)
	90% District premium contribution

Year \$300/\$600 deductible (reimbursed)
2012-2013 \$10/\$20 Rx reimbursed to the \$5/\$10 Rx level
\$10 office visit (was \$5.00 in 2010-2011)
10% Member premium contribution (pre-tax dollars)
90% District premium contribution

Years \$300/\$600 deductible (reimbursed)
2013-2014 \$10/\$20 Rx reimbursed to the \$5/\$10 Rx level
2014-2015 \$20 office visit (was \$5.00 in 2010-2011)
12% Member premium contribution (pre-tax dollars)
88% District premium contribution

If the MESSA Pak Choices II premium increases by more than 12% from the previous year's premium rate, the Association and the District will equally share the cost of the premium increase beyond the 12% by an increased member contribution not to exceed 16% of the annual premium.

The Association shall maintain the option during these same years to explore other MESSA products when they become available to reduce their member contribution levels.

Section B - Employees not wishing health insurance subsidy through the school may apply the equivalent of an individual employee's single subscriber premium toward any of the MESSA or Board-approved options. If a husband and wife are members of the same bargaining unit, one will be eligible for full family and the other the option.

The Employer shall provide a cash option in lieu of health benefits up to the amount of the MESSA PAK Choices II single subscriber premium according to the following:

1. The Employer shall formally adopt a qualified plan document that complies with Section 125 of the Internal Revenue Code.
2. The amount of cash payment received may be applied by the bargaining unit member to an MEA financial services or other mutually approved tax-deferred annuity. To elect a tax-deferred annuity, the bargaining unit member shall enter into a salary reduction agreement.
3. The program will become effective not more than ninety (90) calendar days from the ratification of this agreement. Benefits currently being provided to bargaining unit member employees shall continue as is until the newly negotiated benefits program is in effect.

4. All cost relating to the implementation and administration of benefits under this program shall be borne by the Employer.
5. The Section 125 administration shall be provided by MESSA OPTIONALL. The Employer shall enter into a MESSA OPTIONAL administrative services contract.
6. Any amounts exceeding the Employer subsidy share may be payroll deducted.

ARTICLE VI - TEACHING HOURS, TEACHING LOADS, AND ASSIGNMENT

Section A - The work day for the teachers shall be from 8:15 a.m. until 3:15 p.m. or as otherwise needed to meet the requirements imposed by law as referenced in Section E below. Teachers will be at their teaching stations at 8:15 a.m. In cases of early dismissal, teachers will be released at the same time as the students. Each full-time teacher will be provided an average of five (5) hours (class periods) of preparation time weekly.

Section B - The teacher's preparation period is for the performance of tasks related to their specific teaching assignment. Teachers are expected to be in the building or on the grounds during this time.

Section C - All teachers are entitled to a duty free lunch period.

Section D - Any additional assignments may not be made in the excess of the provisions of Section A without the consent of the teacher.

Section E - The parties to this agreement shall meet at least thirty (30) days prior to the end of each year to determine necessary action to be taken to comply with the State requirement regarding clock hours of instructional time.

The Board and the Association agree that involuntary assignments are to be minimized. Accordingly, the parties agree that a teacher may not be required to take an involuntary assignment for other than just cause.

ARTICLE VII - TEACHING CONDITIONS

Section A - The teachers and Principal shall confer from time to time for the purpose of improving the selection and use of such educational tools as deemed necessary. Teachers are encouraged to make recommendations to the Principal. Teachers shall be provided with a room/program budget and their tentative teaching assignments for the following year by June 1. Teachers shall submit their requisitions for the following year

by June 15. The principal shall return the requisition form indicating what has been ordered from the various vendors by June 30. If any of the items requisitioned are not to be approved, the principal shall meet with the teacher prior to June 30 to explain the reasons therefore and work out mutually acceptable alternatives.

Section B - The Board shall make available at least one room which shall be reserved for use as a faculty room in which teachers may confer, work on class preparation, or otherwise discuss school matters.

Section C - The telephone facilities will be made available to teachers. The cost of personal long distance calls is the responsibility of the teacher.

Section D - Pertinent information about a student's health or learning problems can be found in child's folder which is available to teachers seeking such information unless restricted by law.

Section E - Any action including an assault upon a teacher should be promptly reported by the teacher to the Board or its designated representatives. Any disciplinary action taken by a teacher shall be subject to administrative review. The teacher may seek assistance from the Principal in the event of doubt of the disciplinary action to be meted out. The Board recognizes its responsibility to give all reasonable support and assistance to the teachers with respect to the maintenance of control in the classroom.

Whenever a particular pupil requires the attention of special counselors, social workers, law enforcement personnel, physicians or other professional persons the Board will take steps to make available professional support to assist the teachers with their responsibilities to such pupils.

Section F - The Board, in conjunction with the Administration, shall promulgate rules and regulations setting forth procedures to be utilized in disciplining, suspending or expelling students for misbehavior. Such rules and regulations shall be distributed to students, teachers, and parents in a timely manner with the understanding that the current published rules and regulations will be in effect until the new rules and regulations are distributed. In the absence of a published school policy teachers shall be free to employ reasonable punishment consistent with the Corporal Punishment Law.

Section G - If any teacher is complained against or sued by reason of disciplinary action taken by the teacher against a student the Board shall provide liability insurance coverage, in the amount of \$2,000,000.00 and which provides legal counsel and render all necessary assistance to the teacher in his defense, provided that the Board has determined that the teacher has acted within the scope of his/her authority.

Section H - Time lost by a teacher in making a court appearance in connection with any incident mentioned in this article shall not be charged against the teacher provided that

the Board has determined that the teacher has acted within the scope of his/her authority.

Section I - The Board will reimburse teachers for any loss, damage or destruction of clothing or personal property of the teacher which occurs on the school premises while the teacher is on duty or on the school premises in connection with any incident mentioned in this article provided that the Board has determined that the teacher has acted within the scope of his/her authority.

ARTICLE VIII - LEAVE DAYS

Section A - At the beginning of each year, each teacher shall be credited with 15 days of sick leave. These days, if unused, will accumulate up to 120 days. These days may be taken by the teacher for personal illness or disability, illness in the immediate family (husband, wife, mother, father, brother, sister, children, legal ward, grandchildren, grandparents and the same members of the spouse's family), death, family-care needs, child birth, adoption, and medical appointments.

Section B - A leave bank shall be established and administered as hereinafter set forth:

1. On September 1, the leave bank will be credited with three leave days per teacher on payroll and each teacher will have his/her accumulated days debited for these three days. At the end of a school year a teacher will have the opportunity to donate any number of his/her leave days to the sick bank. The sick bank shall not exceed 120 days. In the event that the sick bank should not require three days per teacher on payroll to bring it to maximum level an equal number of days will be taken from each teacher to bring it as close to 120 as possible.
2. Applications for withdrawal from the leave bank shall be made to the leave bank committee, which is selected by the teachers. The committee shall be responsible for authenticating the claim as well as the eligibility of the teachers to withdraw from the bank according to the eligibility criteria set forth herein. The committee shall not have authority to grant leave days from the leave bank for any purpose or under any other criteria than as specified in Article VIII, Section A. Each September the teachers shall select three members to the leave bank committee. Copies of the committee's decisions on applications shall be forwarded to the Principal for approval.

Section C - A teacher who is unable to teach because of personal illness or disability and who has exhausted all sick leave available shall be granted upon request a leave of absence without pay for the duration of such illness or disability up to one school year. The leave may be renewed each year upon written request by the teacher and upon authorization of the Board.

Section D – Each teacher shall be credited with two (2) days per year for use as personal days. Prior approval by the Principal is required. Personal days may be taken the day before or the day following a vacation period if the teacher notifies the principal in writing at least ten (10) days prior to the date of such requested leave. No more than two (2) teachers shall use this option on the same date. If more than two (2) teachers apply for the same date, seniority shall be used as the deciding factor in determining which leave requests are granted.

Section E - Teachers not using more than two (2) sick days per school year will be compensated in a lump sum payment according to the following schedule:

<u>Days Used</u>	<u>Bonus</u>
0	\$300.00
1	\$200.00
2	\$150.00

This lump sum payment shall be made after the course of the school year and before July 1. Any payment shall in no way affect the number of sick days accumulated by the teacher.

ARTICLE IX - LEAVES OF ABSENCES

Section A - Leaves of absence with pay shall include the following:

- I. Jury Duty/Witness
 - A. The teacher shall remit to the district any fees other than mileage/transportation or other reimbursement for actual expenses received from the court, or the teacher will give written authorization to the District to deduct same from pay. Upon request the teacher will submit the Notice to be Called.
- II. Whenever a teacher is primarily responsible for students on off-island school sponsored trips, the teacher will earn one compensatory hour for each four non-school hours spent on said trip. These compensatory hours may be used in multiples of three at the discretion of the teacher.

Bargaining Unit Members shall have the option to receive the professional hourly rate (\$25.00) in lieu of COMP time, such hours calculated the same as compensatory hours.

- III. A maximum of two days per school year will be granted for inability to return to school due to weather or other approved reasons.
 - A. The Principal must be notified.
A substitute will be hired for a minimum of one-half day.
 - B. After two days are used no teacher wages will be paid for the absence.

Section B - Leaves of absence without pay include the following:

- I. Leaves of absence without pay may be granted to any teacher for any length of time at the discretion of the Board. Leaves of absence without pay and for two days or less in duration may be granted at the discretion of the Principal and shall not necessitate approval of the Board. If the leave without pay continues for more than one month the District will offer a health plan conversion to the teacher so he/she can continue his/her health plan benefits at his/her own expense.
- II. Upon return from an approved leave of absence as specified above, the teacher shall be returned to the same or an equal position as prior to the leave. Seniority shall not accrue during such leave but shall recommence from level achieved prior to leave.

ARTICLE X - NEGOTIATION PROCEDURES

Section A - In any negotiations between the parties neither party shall have control over the selection of the negotiating or bargaining representatives of the other party and each party may select its representatives from within or outside the school district. It is recognized that no final agreement between the parties may be executed without ratification by the Board of Education and by the Association, but the parties mutually pledge that representatives selected by each shall be given all the necessary power and authority to make proposals, consider proposals, and make concessions in the course of negotiations or bargaining, subject only to such ultimate ratification.

ARTICLE XI - TEACHER QUALIFICATIONS AND ASSIGNMENTS - SENIORITY AND VACANCIES

Section A - The board recognizes its responsibility to employ certified and/or qualified staff. Certified shall be defined as possessing a valid provisional, permanent, continuing certificate or Michigan Department of Education authorization appropriate to the teaching assignment

Section B - A teacher is considered to be qualified to teach full-time at the elementary level if he/she holds an elementary teaching certificate, or secondary level if he/she has previously satisfactorily taught at those levels while employed at the Beaver Island Community School or if he/she has a major/minor or minimum of six college credits appropriate to the subject area to be taught.

Section C - Teachers will not be assigned outside the scope of their teachers' certificates and their major or minor fields of study except for good cause and unless the board of education determines it is in the best interest of the school district.

Section D - Seniority shall be defined as the length of continuous service as a teacher with Beaver Island Community School. In the event of a layoff a teacher's seniority shall be frozen at the date of layoff until reactivated by recall. The first date of continuous employment shall be used to determine seniority.

A seniority list shall be developed each year by the Administration and shall be delivered to each teacher by October 31 of each year. If not challenged by the Association or individual teachers the list shall be considered final by November 30.

In the event of a tie in seniority or should new teachers have the same first day of employment the teachers so affected will be credited with all non-teaching service with Beaver Island Community School. Should a tie still exist the teachers so affected will participate in a drawing to be held by the Administration and the Association. Such drawing shall determine the order of seniority. The drawing shall be held during the first month of the first semester or within one month of the occurrence of the tie, whichever is shorter.

ARTICLE XII - VACANCIES AND REASSIGNMENTS

Section A - A vacancy shall be defined as an existing position within the bargaining unit which is not filled and which the board has determined to fill or which is a new position within the bargaining unit.

Section B - All such vacancies must be posted on the workroom bulletin board and a copy delivered to the Association President not less than fifteen calendar days prior to the filling of the vacancy.

Section C - The filling of vacancies shall be based on:

1. Certification
2. Qualifications (see Article XI, Section B)
3. Seniority within the system

Section D - A vacancy which occurs during a given semester may be temporarily filled without posting until the end of that semester.

Section E - The Board and the Administration agree that involuntary assignments are to be minimized. Accordingly, the parties agree that a teacher may not be required to make an involuntary assignment for other than just cause.

Section F - Tentative teacher schedules shall be delivered to each teacher at least four weeks prior to each individual teacher's budget deadline or June 1, whichever is earlier.

ARTICLE XIII - LAYOFF AND RECALL

DEFINITIONS:

QUALIFIED: A teacher is considered to be qualified to teach full-time at elementary level if he/she holds an elementary teaching certificate, or secondary level if he/she has previously satisfactorily taught at those levels while employed at the Beaver Island Community School or if he/she has a major/minor or minimum of six college credits appropriate to the subject area to be taught.

SENIORITY: The length of continuous service as a teacher with Beaver Island Community School. In the event of a layoff a teacher's seniority shall be frozen at the date of layoff until reactivated by recall. The first date of continuous employment shall be used to determine seniority.

Section A - In the event that a reduction of personnel or working hours becomes necessary, the Board shall make such reduction on the basis of seniority, certification and qualifications for the remaining positions affecting the least senior teacher first and the rest in order of least seniority. No person shall be laid off without at least sixty (60) calendar days' notice.

Section B - It is expressly understood that the Association shall have a right to review the layoff list prior to notification of the individual(s) to be laid off or reduced. In the event of a dispute over such list the Association shall have the right to file a written grievance.

Section C - Teachers shall be recalled in inverse order of layoff to the first vacancy for which they are certified and qualified.

Section D - In the event that there is no seniored current staff teacher who is certified or qualified as referenced above to fill an open position it is understood and agreed that a teacher with less seniority may be retained or recalled over other members possessing more seniority but not possessing such certification or qualifications for the position. The right to be recalled shall be limited to three (3) teaching calendar years.

Section E - The Board shall give written notice of recall from layoff by mailing a registered letter to the teacher at his/her last known address. It shall be the responsibility of the teacher to notify the Board as to any changes in address and/or status as it relates to be considered for recall. Teacher will have 15 days to accept recall by registered mail or forfeit seniority unless the teacher is under contract with another employer, in which case he/she may finish the contract year with that employer before returning to the District. In such case, the teacher must notify the Board within fifteen (15) days of receiving notification of recall as provided above that he/she is exercising this option, and the Board will temporarily fill the position until the teacher is able to accept the recall.

ARTICLE XIV - JUST CAUSE

Section A - No teacher shall be disciplined (including warnings, reprimands, suspensions, reduction in rank or professional advantage, discharges, or other actions of a disciplinary nature) without due process and/or just cause. The specific grounds forming the basis for disciplinary action will be made available to the teacher.

Section B - An Association member shall be entitled to have present a representative of the Association during any meeting which may lead to disciplinary action. When such request is made, there will be a time limit of seven calendar days before a meeting is held to consider action, except in cases where student or staff member's immediate physical or emotional safety is compromised. In such extreme cases the principal may reduce the time limit to no less than one hour for an emergency meeting. At such emergency meeting the principal may suspend a teacher with pay until the disciplinary meeting resumes within the seven calendar days time limit. Such suspension shall not be considered as being disciplinary, nor shall it be used as evidence of same.

Section C - The Board and the Association agree that the principle of progressive discipline is important in the effort to modify unacceptable behavior and support a professional work environment. To that end, the parties agree that the following procedure shall be established:

1. Verbal warning
2. Verbal reprimand
3. Written reprimand

4. Suspension with pay
5. Suspension without pay
6. Dismissal

The parties recognize that in an emergency situation requiring immediate action the Principal and/or Board may invoke a latter step in the progressive discipline policy. Such action must be appropriate to the infraction or situation.

ARTICLE XV - GRIEVANCE PROCEDURE

Section A - A grievance shall be defined as an alleged violation of the expressed terms and conditions of this contract. For purposes of this article the term "day" shall be interpreted as a calendar day.

Section B - Any teacher or representative of the Association having a grievance shall discuss the matter with the Principal with the object to resolve it informally. A written record shall be kept and signed by the teacher and the Principal.

Section C - If, as a result of the informal discussion with the Principal, a grievance still exists, the teacher may invoke the formal grievance procedure through the Association on the form set forth in the Appendix, signed by the grievant and a representative of the Association, which form shall be available from the Association. A copy of the grievance form shall be delivered to the Principal.

Section D - Within 15 calendar days of receipt of the grievance the Principal shall meet with the grievance committee of the Association in an effort to resolve the grievance. The Principal shall indicate the disposition of the grievance in writing within ten days of such meeting and shall furnish a copy to the Association.

Section E - If the Association is not satisfied with the disposition of the grievance by the Principal or if no disposition has been made within the time limit, the grievance may be transmitted to the Board. The Board shall within 15 calendar days or by the next regular board meeting, whichever is later, investigate and hear the grievance from those involved. Disposition of the grievance in writing by the Board shall be made in writing to the grievant with a copy of the disposition provided to the Association no later than 15 calendar days after the hearing conducted by the Board.

Section F - If the Association is not satisfied with the disposition of the grievance by the Board, or if no disposition has been made within the period provided the grievance may be submitted to arbitration before an impartial arbitrator chosen through the American Arbitration Association, whose rules shall govern the proceeding. The arbitrator shall have no power to alter, add to, or subtract from the terms of this agreement. Both

parties agree to be bound by the award of the arbitrator. The fees and expenses of the arbitrator shall be shared equally by the parties.

Section G - Notwithstanding the expiration of this agreement, any claim or grievance that was pending may be processed through the grievance procedure until resolution.

ARTICLE XVI - TEACHER EVALUATION

Section A - The performance of all teachers shall be evaluated in writing, as provided below. The primary purpose of the evaluation is oriented toward the development, maintenance, and retention of a highly qualified, competent and professional staff, and to identify if necessary, areas of needed and appropriate supervisory assistance.

I. Probationary Teacher

- a. Probationary teachers shall be evaluated at least two times during the school year within the following limitations, and shall participate in an individualized development plan (IDP) process. The principal or superintendent may perform an evaluation more often if warranted or if requested by the teacher.
 - i. The annual year-end performance evaluation shall be based on, but is not limited to, at least two classroom observations of at least 30 minutes in duration and at least 60 days apart unless a shorter interval is mutually agreed upon.
 - ii. The performance evaluation shall include at least an assessment of the teacher's progress in meeting the goals of his/her IDP along with the completed appraisal.
 - iii. By the end of the first marking period: Meeting regarding process and procedures and first observation.
 - iv. Prior to Christmas Break: Develop initial IDP for first year probationary teacher.
 - v. End of the 3rd Marking Period: IDP Review and Second Observation.
 - vi. End of the 4th Marking Period: IDP for following year.

There shall be time between the evaluations sufficient to permit the teacher to improve.

II. Tenured Teacher

Tenured teachers will be provided with a performance evaluation at least every year prior to March 1; the principal or superintendent may perform an evaluation more often if warranted or if requested by the teacher; and

- a. If the teacher has received a less than overall satisfactory performance evaluation, the teacher and Principal will co-develop an individualized development plan (IDP).
- b. The performance evaluation required every year shall be based on at least two classroom observations of at least 30 minutes in duration and at least 60 days apart unless a shorter interval is mutually agreed upon, and if the teacher has an IDP, shall include at least an assessment of the teacher's progress in meeting the goals of his/her IDP.
- c. An appraisal report used to evaluate teaching personnel shall be attached to this contract.

Section B - A personal meeting will be held within fifteen (15) calendar days after the last observation to review the evaluation with the teacher. The evaluation shall be executed in duplicate, signed by the teacher and the evaluator with one (1) copy to be retained by the teacher. Such signature shall not be interpreted as agreement by the teacher of the content or conclusions(s) of the evaluation. The signature shall only indicate that the teacher has received the document, has had the opportunity to discuss the evaluation with the evaluator, and is aware of its contents.

Section C - In the event that the teacher feels that the evaluation is incomplete or unjust, he/she may put such objections in writing within 30 days of receipt of the evaluation for attachment to the report; thereafter, the substance of the evaluation shall be considered final.

Section D - If the evaluation is "unsatisfactory", the reasons therefore shall be set forth in specific terms as a recommendation in an IDP of the ways in which the teacher is expected to improve his/her performance. In subsequent reports, failure to again note a specific deficiency shall be interpreted to mean that adequate improvement has taken place.

ARTICLE XVII - DURATION OF THE AGREEMENT

Section A - This agreement shall be effective as of September 1, 2011, and shall continue in effect until the 31st day of August 2015. Negotiations between the parties shall begin no later than six weeks prior to the expiration date. If pursuant to such

negotiations an agreement on the renewal or modifications in this agreement is not reached prior to the expiration date, this agreement shall remain in place until such agreement is reached at which time retroactive adjustments shall be made if necessary.

Section B - Copies of this agreement will be reproduced and presented to all teachers now employed or hereafter employed.

ARTICLE XVIII - CONTINUITY OF OPERATIONS

Section A - The Association and the Board recognize that strikes and other forms of work stoppages by teachers are contrary to law and public policy. The Association and the Board subscribe to the principle that differences shall be resolved by peaceful and appropriate means without interruption of the school program. The Association, therefore, agrees that its officers, representatives, and members shall not authorize, instigate, cause, aid, encourage, ratify, or condone, nor shall any teacher take part in any strike, slowdown or stoppage of work, boycott, picketing or other interruption of activities in the school system. Failure or refusal on the part of any teacher to comply with the provisions of this Article shall be cause for disciplinary action.

Section B - The Board agrees that it will not during the period of this agreement, directly or indirectly engage in or assist in any unfair labor practice as defined by Section 10 of the Public Employment Relations Act, as amended.

Section C - Nothing in this article shall require the Board to keep schools open in event of severe weather or act of God. When school is closed to students due to the above conditions teachers shall not be required to report for duty.

ARTICLE XIX - SCHOOL CALENDAR

Section A - The parties agree that all aspects of the school calendar, except as limited by law, are negotiable, including length of the school year and further agree that the school calendar shall be set forth in Appendix. Any deviation shall be by mutual written consent.

Section B - The Board agrees that the teachers' work year will not exceed 186 scheduled work days and that teachers will be in the classroom for instructional purposes not less than 180 days.

ARTICLE XX – ASSOCIATION DUES AND PAYROLL DEDUCTIONS

Section A - Annually on or before the 30th of September any teacher who is a member or who has applied for membership in the Association shall sign and deliver to the Board an assignment authorizing membership dues deduction. The Board shall thereupon deduct such amounts in 20 equal installments and promptly pay such amount to the Association or its delegate. Upon remitting such amounts the Board shall have no further liability or responsibility thereto.

ARTICLE XXI - LEAST RESTRICTIVE ENVIRONMENT

Section A - The Board and the Association acknowledge that the policy of least restrictive environment is legally mandated and intended in the best educational interest of the student. The parties also recognize that the extent to which any individual special education student should participate in regular education programs and services must be appropriate to that student's unique needs determined by an individual educational planning committee (IEPC) on an individual basis.

Section B - Further, the parties recognize that whether any special education student's participation in regular education programming can be achieved satisfactorily will depend upon many factors including proper planning and coordination of the student's regular and special education programming, appropriate supportive assistance to regular education personnel (e.g., training regarding the teaching/training of the special education student in the regular education classroom, access to consultative special education personnel, and provision of support personnel which would be appropriate based on individual placements) and the reasonableness of the demands placed upon regular education classroom personnel. Assistance shall be made available as needed.

Section C - Any bargaining unit member who will be providing instructional or other services to a special education student in a regular education classroom setting shall be invited to participate in the IEPC which may initially place or continue the placement of the student in a regular education classroom. The student's IEPC will specify and provide all supplementary aides, support personnel, materials and other related services deemed necessary to satisfactorily achieve educating the student in the regular education classroom.

The bargaining unit member has the responsibility of carrying out specifications of the IEPC which apply to their teaching assignment. The district shall make every reasonable effort to support the receiving teacher with necessary classroom materials and training. If any member, in writing, advises the administration of a reasonable basis to believe that a mainstreamed student assigned to the member has a current IEPC report that is not meeting the student's unique needs as required by law, the administration shall promptly call an IEPC. The member so advising the administration shall be invited to attend the IEPC.

The special education student's placement shall be determined to the extent permissible by law and through the IEPC in such a way as will not significantly disrupt nor have a negative impact on the educational process for either the mainstreamed student or the other students in the classroom to be entered.

Section D - Except in life threatening or extenuating circumstances, no member shall be required to perform medical, hygienic or other non-instructional specialized procedures for or on special education students such as but not limited to: suctioning, cauterization, diapering, or attending to any personal hygienic or medical need(s) of the student(s). Any such extenuating circumstances shall be preceded by notification to the Association that such circumstances exist and provide an opportunity for the Association and the teacher(s) who may be affected to meet and discuss the issues involved and how best to meet the needs of the student, the regular classroom, the teacher and the school district.

In such situations it is expressly understood that should the teacher agree to provide such procedures or services, he/she shall be provided with training appropriate to the situation with all expenses paid by the board.

It is further agreed that in any such event, the board shall indemnify and hold harmless, any teacher who has agreed to provide such services as described here, from liability for the performance of such services to the extent permitted by law. The same insurance, as referenced in Article VII, section G will be provided to cover these procedures.

Section E - The administration shall provide, prior to such placement whenever possible, in-service training to the teacher regarding the instruction and behavioral management of special education students in the regular education classroom setting.

ARTICLE XXII - MENTOR TEACHERS

Section A - Bargaining unit mentor teacher positions shall be developed on an as-needed basis to function as an advisor/resource person to probationary teachers by the employer according to the following guidelines:

1. Such mentor teachers shall be tenured teachers. It is understood and agreed that mentor teachers may also be retired master teachers or college professors as allowed by law.
2. A bargaining unit mentor teacher shall serve on a voluntary basis and shall work with probationary teachers from a related area of expertise, responsibility or experience.

3. A bargaining unit mentor teacher may have released time as approved by his/her principal to use to observe or otherwise be available to the probationary teacher assigned.
4. The mentor teacher shall not be expected to act in an evaluative, disciplinary or supervisory capacity over a probationary teacher.
5. The mentor teacher shall not be required to provide information for use in such administrative functions regarding the probationary teacher assigned. The function of mentoring shall not be included in the mentor teacher's evaluation.
6. The mentor teacher shall assist the probationary teacher in planning with the administration fifteen (15) days of professional development within the first three (3) years of employment of the probationary teacher. Such professional development may include the experiencing of effective practice linked in university professional development schools, ISD and regional or local seminars and other mentors regarding proper classroom management and instructional delivery methods.

It is understood and agreed that a mentor teacher may not continue in that position from year to year unless requested to do so by the principal. The probationary teacher involved shall have input into this process. Mentor teachers shall be paid five hundred dollars (\$500.00) per semester.

ARTICLE XXIII – DOMESTIC PARTNER

Section A - BIEA agrees with the Board that when state law permits such language, both parties will discuss adding such language to the existing contract.

XXIV - TEACHER CONTRACT

Section A - The parties agree that every teacher suffered or permitted to work will be required each school year to sign an individual contract of employment as provided in Section 569 of the School Code.

Section B - If any provisions of this agreement or any application of the agreement to any employee or group of employees shall be found contrary to law then such provision or application shall not be deemed valid and subsisting except to the extent permitted by law but all other provisions or applications shall continue in full force and effect.

Section C - This agreement shall supersede any rules, regulations or practices of the Board which shall be contrary to or inconsistent with its terms. The provisions of this agreement shall be incorporated into and be considered part of the established policies of the Board.

XXV – REOPENER CLAUSE

Section A – If the Beaver Island Community School District funding from Section 22d School Aid falls by greater than 50% or if the district’s property tax revenue falls by greater than 5% the contract can be reopened, by mutual agreement. The BIEA MUST BE NOTIFIED BY June 30, 2013, if there is a need to reopen.

All other language, terms and conditions of the master agreement that have not been adjusted to this tentative agreement shall be maintained at their current levels.

WITNESSETH



Kathleen McNamara, Superintendent/Principal

1/11/12
Date



Kimberly Newport, BIEA Co-President

1/11/12
Date



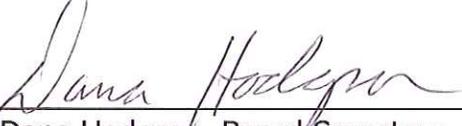
Miranda Rooy, BIEA CO-President

1/11/12
Date



Barbara Schwartzfisher, Board President

1/6/12
Date



Dana Hodgson, Board Secretary

1/10/12
Date



**Beaver Island Community School
MEA Master Contract Salary Schedule A
2011-2012**

1. In the final June payment of each school year, each employee who receives a satisfactory overall performance rating as indicated on his/her teacher evaluation shall receive a \$1.00 (One Dollar) pay for performance incentive.
2. Teachers who attain National Board Certification by the National Board for Professional Teaching Standards (NBPTS) shall receive an annual bonus of \$2,500.00 (Twenty-five Hundred Dollars).

		1.045	1.045	0	1.04	
1%	STEP	BA	BA +20	BA+36	MA	MA +15
	1	\$34,136	\$35,671	\$37,277	\$37,277	\$38,768
	2	35,671	37,277	38,955	38,955	40,513
	3	37,277	38,955	40,707	40,707	42,336
	4	38,955	40,707	42,539	42,539	44,241
	5	40,707	42,539	44,453	44,453	46,232
	6	42,336	44,241	46,232	46,232	48,080
	7	44,029	46,010	48,080	48,080	50,004
	8	44,029	47,850	50,004	50,004	52,005
	9	44,029	49,765	52,005	52,005	54,084
	10	44,029	51,756	54,084	54,084	56,248
	11	44,029	53,049	55,437	55,437	57,653
	12	44,029	54,376	56,823	56,823	59,096
	13	44,029	55,734	58,242	58,242	60,572
	14	44,029	57,128	59,699	59,699	62,087
	15	44,029	58,556	61,192	61,192	63,639
	16	44,029	59,435	62,109	62,109	64,593
	17	44,029	60,327	63,041	63,041	65,562
	18	44,029	61,231	63,987	63,987	66,546
	19	44,029	62,149	64,946	64,946	67,544
	20	44,029	63,082	65,920	65,920	68,558

LONGEVITY: AFTER A TEACHER PASSES STEP 20 ON THE SALARY SCHEDULE THE TEACHER SHALL BE PAID 1.5% MORE THAN THE CURRENT YEAR STEP 20 FOR EACH CONTINUING YEAR OF SERVICE.

Longevity: 1.5% of step 20

0.015	Longevity Year	BA	BA +20	BA+36	MA	MA +15
	21	\$660	\$946	\$989	\$989	\$1,028
	22	1,321	1,892	1,978	1,978	2,057
	23	1,981	2,839	2,966	2,966	3,085
	24	2,642	3,785	3,955	3,955	4,113
	25	3,302	4,731	4,944	4,944	5,142
	26	3,963	5,677	5,933	5,933	6,170
	27	4,623	6,624	6,922	6,922	7,199
	28	5,283	7,570	7,910	7,910	8,227
	29	5,944	8,516	8,899	8,899	9,255
	30	6,604	9,462	9,888	9,888	10,284
	31	7,265	10,408	10,877	10,877	11,312
	32	7,925	11,355	11,866	11,866	12,340
	33	8,586	12,301	12,854	12,854	13,369
	34	9,246	13,247	13,843	13,843	14,397
	35	9,906	14,193	14,832	14,832	15,426
	36	10,567	15,140	15,821	15,821	16,454
	37	11,227	16,086	16,810	16,810	17,482



Beaver Island Community School
 MEA Master Contract Salary Schedule A
 2012-2013

1. In the final June payment of each school year, each employee who receives a satisfactory overall performance rating as indicated on his/hor teacher evaluation shall receive a \$1.00 (One Dollar) pay for performance incentive.
2. Teachers who attain National Board Certification by the National Board for Professional Teaching Standards (NBPTS) shall receive an annual bonus of \$2,500.00 (Twenty-five Hundred Dollars).

1%	STEP	1.045		1.045		0		1.04	
		BA	BA +20	BA+36	MA	MA +15			
	1	\$34,477	\$36,028	\$37,650	\$37,650	\$39,156			
	2	36,028	37,650	39,344	39,344	40,918			
	3	37,650	39,344	41,114	41,114	42,759			
	4	39,344	41,114	42,964	42,964	44,683			
	5	41,114	42,964	44,898	44,898	46,694			
	6	42,759	44,683	46,694	46,694	48,561			
	7	44,469	46,470	48,561	48,561	50,504			
	8	44,469	48,329	50,504	50,504	52,525			
	9	44,469	50,262	52,525	52,525	54,625			
	10	44,469	52,273	54,625	54,625	56,810			
	11	44,469	53,580	55,991	55,991	58,230			
	12	44,469	54,920	57,391	57,391	59,687			
	13	44,469	56,292	58,825	58,825	61,178			
	14	44,469	57,700	60,296	60,296	62,707			
	15	44,469	59,142	61,804	61,804	64,275			
	16	44,469	60,029	62,730	62,730	65,239			
	17	44,469	60,930	63,672	63,672	66,218			
	18	44,469	61,843	64,627	64,627	67,211			
	19	44,469	62,771	65,596	65,596	68,220			
	20	44,469	63,712	66,579	66,579	69,244			

LONGEVITY: AFTER A TEACHER PASSES STEP 20 ON THE SALARY SCHEDULE THE TEACHER SHALL BE PAID 1.5% MORE THAN THE CURRENT YEAR STEP 20 FOR EACH CONTINUING YEAR OF SERVICE.

Longevity: 1.5% of step 20

0.015	Longevity Year	BA	BA +20	BA+36	MA	MA +15
	21	\$667	\$966	\$999	\$999	\$1,039
	22	1,334	1,911	1,997	1,997	2,077
	23	2,001	2,867	2,996	2,996	3,116
	24	2,668	3,823	3,995	3,995	4,155
	25	3,335	4,778	4,993	4,993	5,193
	26	4,002	5,734	5,992	5,992	6,232
	27	4,669	6,690	6,991	6,991	7,271
	28	5,336	7,645	7,990	7,990	8,309
	29	6,003	8,601	8,988	8,988	9,348
	30	6,670	9,557	9,987	9,987	10,387
	31	7,337	10,513	10,986	10,986	11,425
	32	8,004	11,468	11,984	11,984	12,464
	33	8,671	12,424	12,983	12,983	13,502
	34	9,338	13,380	13,982	13,982	14,541
	35	10,005	14,335	14,980	14,980	15,580
	36	10,673	15,291	15,979	15,979	16,618
	37	11,340	16,247	16,978	16,978	17,657



Beaver Island Community School
 MEA Master Contract Salary Schedule A
 2013-2014

1. In the final June payment of each school year, each employee who receives a satisfactory overall performance rating as indicated on his/her teacher evaluation shall receive a \$1.00 (One Dollar) pay for performance incentive.
2. Teachers who attain National Board Certification by the National Board for Professional Teaching Standards (NBPTS) shall receive an annual bonus of \$2,600.00 (Twenty-five Hundred Dollars).

1%	STEP	1.045		0		1.04	
		BA	BA +20	BA+36	MA	MA +15	
	1	\$34,822	\$36,388	\$38,027	\$38,027	\$39,547	
	2	36,388	38,027	39,738	39,738	41,327	
	3	38,027	39,738	41,525	41,525	43,187	
	4	39,738	41,525	43,394	43,394	45,130	
	5	41,525	43,394	45,347	45,347	47,161	
	6	43,187	45,130	47,161	47,161	49,047	
	7	44,914	46,935	49,047	49,047	51,009	
	8	44,914	48,812	51,009	51,009	53,050	
	9	44,914	50,765	53,050	53,050	55,171	
	10	44,914	52,796	55,171	55,171	57,378	
	11	44,914	54,116	56,551	56,551	58,812	
	12	44,914	55,469	57,965	57,965	60,284	
	13	44,914	56,855	59,413	59,413	61,790	
	14	44,914	58,277	60,899	60,899	63,334	
	15	44,914	59,733	62,422	62,422	64,918	
	16	44,914	60,629	63,357	63,357	65,892	
	17	44,914	61,539	64,309	64,309	66,880	
	18	44,914	62,462	65,273	65,273	67,883	
	19	44,914	63,398	66,252	66,252	68,902	
	20	44,914	64,349	67,245	67,245	69,936	

LONGEVITY: AFTER A TEACHER PASSES STEP 20 ON THE SALARY SCHEDULE THE TEACHER SHALL BE PAID 1.5% MORE THAN THE CURRENT YEAR STEP 20 FOR EACH CONTINUING YEAR OF SERVICE.

Longevity: 1.5% of step 20

0.015	Longevity Year	BA	BA +20	BA+36	MA	MA +15
	21	\$674	\$985	\$1,009	\$1,009	\$1,049
	22	1,347	1,930	2,017	2,017	2,098
	23	2,021	2,896	3,026	3,026	3,147
	24	2,695	3,861	4,035	4,035	4,196
	25	3,369	4,826	5,043	5,043	5,245
	26	4,042	5,791	6,052	6,052	6,294
	27	4,716	6,757	7,061	7,061	7,343
	28	5,390	7,722	8,069	8,069	8,392
	29	6,063	8,687	9,078	9,078	9,441
	30	6,737	9,652	10,087	10,087	10,490
	31	7,411	10,618	11,095	11,095	11,539
	32	8,084	11,583	12,104	12,104	12,588
	33	8,758	12,548	13,113	13,113	13,638
	34	9,432	13,513	14,121	14,121	14,687
	35	10,106	14,479	15,130	15,130	15,736
	36	10,779	15,444	16,139	16,139	16,785
	37	11,453	16,409	17,147	17,147	17,834



Beaver Island Community School
 MEA Master Contract Salary Schedule A
 2014-2015

1. In the final June payment of each school year, each employee who receives a satisfactory overall performance rating as indicated on his/her teacher evaluation shall receive a \$1.00 (One Dollar) pay for performance incentive.
2. Teachers who attain National Board Certification by the National Board for Professional Teaching Standards (NBPTS) shall receive an annual bonus of \$2,500.00 (Twenty-five Hundred Dollars).

1%	STEP	1.045		1.045		0		1.04	
		BA	BA +20	BA+36	MA	MA +15			
	1	\$35,170	\$36,752	\$38,407	\$38,407	\$39,943			
	2	36,752	38,407	40,135	40,135	41,740			
	3	38,407	40,135	41,941	41,941	43,619			
	4	40,135	41,941	43,828	43,828	45,582			
	5	41,941	43,828	45,800	45,800	47,633			
	6	43,619	45,582	47,633	47,633	49,537			
	7	45,363	47,404	49,537	49,537	51,519			
	8	45,363	49,300	51,519	51,519	53,581			
	9	45,363	51,273	53,581	53,581	55,723			
	10	45,363	53,324	55,723	55,723	57,952			
	11	45,363	54,657	57,117	57,117	59,400			
	12	45,363	56,024	58,544	58,544	60,886			
	13	45,363	57,423	60,007	60,007	62,408			
	14	45,363	58,859	61,508	61,508	63,968			
	15	45,363	60,331	63,046	63,046	65,567			
	16	45,363	61,235	63,991	63,991	66,551			
	17	45,363	62,155	64,952	64,952	67,549			
	18	45,363	63,086	65,926	65,926	68,562			
	19	45,363	64,032	66,914	66,914	69,591			
	20	45,363	64,993	67,917	67,917	70,635			

LONGEVITY: AFTER A TEACHER PASSES STEP 20 ON THE SALARY SCHEDULE THE TEACHER SHALL BE PAID 1.5% MORE THAN THE CURRENT YEAR STEP 20 FOR EACH CONTINUING YEAR OF SERVICE.

Longevity: 1.5% of step 20

0.015	Longevity Year	BA	BA +20	BA+36	MA	MA +15
	21	\$680	\$975	\$1,019	\$1,019	\$1,060
	22	1,361	1,950	2,038	2,038	2,119
	23	2,041	2,925	3,056	3,056	3,179
	24	2,722	3,900	4,075	4,075	4,238
	25	3,402	4,874	5,094	5,094	5,298
	26	4,083	5,849	6,113	6,113	6,357
	27	4,763	6,824	7,131	7,131	7,417
	28	5,444	7,799	8,150	8,150	8,476
	29	6,124	8,774	9,169	9,169	9,536
	30	6,804	9,749	10,188	10,188	10,595
	31	7,485	10,724	11,206	11,206	11,655
	32	8,165	11,699	12,225	12,225	12,714
	33	8,846	12,674	13,244	13,244	13,774
	34	9,526	13,649	14,263	14,263	14,833
	35	10,207	14,623	15,281	15,281	15,893
	36	10,887	15,598	16,300	16,300	16,952
	37	11,567	16,573	17,319	17,319	18,012

Schedule B

Beaver Island Community School
2011-2015

	Soccer	V Ball	B Ball	Track	Class or Club Advisor	Other Advisory Position
Level 1 0-3 Years Experience	1400	2200	2200	1400	400	400
Level 2 4-7 Years Experience	1800	2600	2600	1600	600	600
Level 3 8 or more Years of Experience	2000	2800	2800	1800	800	800

Administration will provide teacher with a contract and job description.

**Schedule C – Professional Appraisal Rubric and Professional Appraisal Report for
Beaver Island Community School**

DOMAIN 1: PROFESSIONALISM

	Ineffective	Minimally Effective	Effective	Highly Effective
Attention to Administrative Tasks (attendance, lesson plans, report cards, etc.)	Poor records & few indicators to monitor and evaluate student progress	Adequate records & some indicators to monitor and evaluate student progress	Appropriate records and multiple indicators to monitor and evaluate student progress	Appropriate records and multiple indicators to monitor, evaluate, and effectively communicate student progress
Commitment to Professional Growth	Inconsistently attends or attempts to advance through: PLCs, TRIADs, PD opportunities, graduate courses, memberships, or district/building committees, etc.; may be open to but does not seek feedback	Often attends or attempts to advance through: PLCs, TRIADs, PD opportunities, graduate courses, memberships, or district/building committees, etc.; open to and sometimes seeks feedback	Attends and advances through: PLCs, TRIADs, PD opportunities, graduate courses, memberships, or district/building committees, etc.; open to and seeks feedback	Attends, advances, & leads during: PLCs, TRIADs, PD opportunities, graduate courses, memberships, or district/building committees, etc.; open to and often seeks feedback
Demonstration of Professionalism	Practices show a lack of: integrity, honesty, awareness of needs, or compliance with district or building norms (e.g., mentoring, TLC, extracurricular....)	Practices usually show: integrity, honesty, awareness of student needs, and compliance with district or building norms (e.g., mentoring, TLC, extracurricular....)	Practices always show: integrity, honesty, awareness of student needs, and compliance with district or building norms (e.g., mentoring, TLC, extracurricular....)	Practices show the highest levels of: integrity, honesty, caring, awareness of student needs, and compliance with district or building norms (e.g., mentoring, TLC, extracurricular....)

DOMAIN 2: INSTRUCTION

	Ineffective	Minimally Effective	Effective	Highly Effective
Knowledge of Subject Matter	Limited evidence of grade-level curriculum knowledge	Basic evidence of grade-level curriculum knowledge	Evidence of grade-level curriculum knowledge & able to differentiate to meet student needs	Strong understanding of grade-level curriculum knowledge, able to differentiate to meet student needs, & provides enriching activities
Lesson Planning	Poorly chosen, organized, and paced	Appropriately chosen, organized, and paced	Detailed, fully developed, clear objectives, well-paced, & based on student data	Detailed, fully developed, clear objectives, well-paced, based on student data & evidence of long-term planning
Delivery	Unable to respond to students' learning needs	Able to respond to students' learning needs & make minor adjustments to lessons	Able to respond to students' learning needs & make adequate adjustments to lessons	Able to respond to students' learning needs & make adjustments to lessons: smooth transitions, spiraled learning, differentiated, questioning, etc.

DOMAIN 3: CLASSROOM ENVIRONMENT

	Ineffective	Minimally Effective	Effective	Highly Effective
Engaging Students	Many not actively engaged in learning: off task, no evidence of a routine, etc.	Some not actively engaged in learning: off task, little evidence of a routine, etc.	Most actively engaged in learning: on task, evidence of a routine, responding to instruction, etc.	Students highly engaged in learning: on task, evidence of a routine, responding to instruction, following directions , etc.
Culture of Learning	Low expectations, academic rigor, & pride in work (students/ self)	Modest expectations, academic rigor, & pride in work (students/self)	High expectations, academic rigor, & pride in work (students/self)	Exemplary expectations, academic rigor, persistence , & pride in work (students/self)
Classroom Management	Ineffective classroom: poor procedures, instructional groups, transitions, handling of supplies, instructional time, arrangement of physical space, student safety practices, etc.	Partially effective classroom: acceptable procedures, instructional groups, transitions, handling of supplies, instructional time, arrangement of physical space, student safety practices, etc.	Effective classroom : good procedures, instructional groups, transitions, handling of supplies, instructional time, arrangement of physical space, student safety practices; etc.	Highly effective classroom: exceptional procedures, instructional groups, transitions, handling of supplies, instructional time, arrangement of physical space, student safety practices; etc.
Respectful & Inclusive	Little or no attempt to encourage, model, expect, or teach the civil treatment of others	Inconsistent attempt to encourage, model, expect, and teach the civil treatment of others	Consistent attempt to encourage, model, expect, and teach the civil treatment of others	Evidence of highly effective standards of civil conduct that are well established, modeled, expected, supported, & taught

DOMAIN 4: STUDENT ACHIEVEMENT DATA

	Ineffective	Minimally Effective	Effective	Highly Effective
Assessments	Unclear criteria & targets; no student growth apparent	Somewhat clear criteria & targets; some student growth apparent	Clear & rigorous criteria & targets, appropriate student growth, primarily aligned to state/district standards, & modified for students with special needs	Exceptional criteria & targets, appropriate student growth, aligned to state/district standards, & modified appropriately for students with special needs
Types of Assessments	Little use of various types of assessment tools (formative & summative)	Some use of various types of assessment tools (formative & summative)	Consistent use of various types of assessment tools (formative & summative)	Use of a variety of formative and summative assessments, including student self-assessment
Teacher Reflection	Rare or little evidence that lesson effectiveness has been assessed	Inconsistent evidence that lesson effectiveness has been assessed	Consistent evidence that lesson effectiveness has been assessed & that certain outcomes/goals were met	Lesson effectiveness assessed by specific outcomes that were met/not met & adaptations or improvements were made

PROFESSIONAL APPRAISAL REPORT
BEAVER ISLAND COMMUNITY SCHOOL

Teacher's Name _____ Date of Report _____

Evaluator & Title _____

Date(s) of Formal Classroom Observation(s): _____

DOMAIN 1: PROFESSIONALISM

Ineffective	Minimally Effective	Effective	Highly Effective

DOMAIN 2: INSTRUCTION

Ineffective	Minimally Effective	Effective	Highly Effective

DOMAIN 3: CLASSROOM ENVIRONMENT

Ineffective	Minimally Effective	Effective	Highly Effective

DOMAIN 4: STUDENT ACHIEVEMENT DATA

Ineffective	Minimally Effective	Effective	Highly Effective

Student Data Source Employed: A Common Assessment

Teacher may also choose an additional option of:

- Unit Pre & Post-Test Data
- Performance Data
- Portfolio of Students' Work
- Longitudinal MEAP/MME Data
- Other Data Type _____

SUMMARY EVALUATION

All things above being taken into account, the overall performance of this teacher is evaluated as: (Please check only one.)

- SATISFACTORY**
- UNSATISFACTORY**

Administrator comments (optional):

ADDITIONAL COMMENTS MAY BE ATTACHED TO THIS DOCUMENT BY THE
EVALUATOR OR THE TEACHER BEING EVALUATED.

I have read the above appraisal.

I understand that my signature does not indicate my agreement with the content of this appraisal. I also understand that the terms of the appraisal are subject to the district's Collective Bargaining Agreement.

Date _____ Signature of Teacher _____

Date _____ Signature of Evaluator _____