

MASTER AGREEMENT
BETWEEN
HURON VALLEY SCHOOLS BOARD OF EDUCATION
AND
HURON VALLEY EDUCATION ASSOCIATION, MEA/NEA
2010 – 2011

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PURPOSE

It is the intent and purpose of the Huron Valley Board of Education and the Huron Valley Education Association, MEA/NEA, to stabilize the collective bargaining relationship between the parties by entering into this Agreement with regard to wages, hours and other terms and conditions of employment. In addition, the parties through this Agreement seek to promote and stabilize the collective bargaining relationship by also providing an amicable means for resolving disputes, which may arise regarding the interpretation of the terms of this Agreement.

ARTICLE I – RECOGNITION

- A. The Huron Valley Schools Board of Education, hereinafter known as the "Board" hereby recognizes the Huron Valley Education Association, MEA/NEA, hereinafter known as the "association" as the exclusive bargaining representative as defined in Section Eleven (11) of Act 379, Public Acts of 1965 as amended for all K-12 teachers and counselors holding permanent, life, continuing and provisional certificates issued by the Michigan Department of Education, including Librarians, Media Specialists, Music Teachers, Social Workers, Special Education Teachers, Resource Room Teachers, Speech Correction Teachers, School Psychologists, Reading Teachers, Certified Title I Teachers, Certified Student Activities Coordinators, Head Start Teachers, Young Parents Coordinator, full-time Vocational Education Teachers, Career Technical Education Facilitator, Staff Development Program Coordinator, Gifted and Talented Program Coordinator, Student Assistance Coordinator, Facilitator for Staff Development, Young Parents Program Teachers who work fourteen (14) hours or more per week, and Alternative Education Program Teachers who work fourteen (14) hours or more per week; excluding all temporary teachers and others not specifically aforementioned, all Supervisors such as: Superintendent, Assistant Superintendent, Administrative Assistants, Administrative Interns, Director of Educational Projects and all area Community School Personnel while serving in that capacity, Athletic Director, Central Office Administrators, Principals, Assistant Principals as well as other classified administrators.

When a new job is created which requires state teacher certification and which is not clearly included within the bargaining unit the association president will be promptly notified. At the request of the association, the parties will discuss the proper classification of the new position.

- B. The designation of Huron Valley Education Association, MEA/NEA, is understood to be the official name of the Bargaining Agent for the employees listed in Section A. of this Article. Acknowledgment of this organizational name does not indicate, imply or denote recognition by the Board of any teachers not employed by the Board.
- C. The Board agrees not to negotiate with any other organization other than the association for the duration of this Agreement. Nothing contained herein shall prevent the Board and/or administration from hearing and discussing concerns with any member(s) of the bargaining unit provided, however, that the Board and/or Administration shall not engage in any negotiations with these bargaining unit members unless said members are empowered to do so by the association.

ARTICLE II - TEACHER RIGHTS

- A. Pursuant to Act 379 of the Public Acts of 1965, the Board hereby agrees that all employees included under this Agreement shall have the right freely to organize, join, and support the association for the purpose of engaging in collective bargaining or negotiation, and other lawful concerted activities for mutual aid and protection. As a duly elected body exercising governmental power under color of law of the State of Michigan, the Board, as well as the association, undertakes and agrees that it will not directly or indirectly discourage or deprive or coerce any teacher in the enjoyment of any rights conferred by Act 379.
- B. The association and its members shall have the privilege of using school building facilities for meetings outside of school hours on the same basis as all other employee groups in the district, as established by Board policy.
- C. Nothing contained herein shall be construed to deny or restrict to any teacher rights he/she may have elsewhere under this Agreement or under the Michigan General School Laws or other applicable laws and regulations.
- D. 1. Teaching salaries will be paid in twenty-four (24) equal installments on the 10th and 25th of each month. The schedule of pay dates for the year shall be published to teachers by the start of each school year. Pay days that would occur on a bank holiday or weekend will be paid on the week day immediately preceding the scheduled pay day. This provision (D.1.) is contingent upon approval of all Huron Valley Schools bargaining units.

Regular school year teachers shall select one of the following pay options:

- 1. 24 installments, or
 - 2. 20 installments; teachers selecting this option shall authorize same for the entire school year on a signed form on or before the date established by the Board.
- 2. Teachers in the Year-Round School Program will be paid in twenty-four (24) installments.
 - 3. All teachers shall receive their pay via direct deposit. Pay will be deposited electronically into the bank, credit union or financial institution of the employee's choice. Those employees who do not have such accounts will have their pay electronically sent to the district identified financial institution where they will receive their total pay. Any fee or financial cost associated with the initial deposit to the financial institution or first withdrawal from the financial institution will be paid by the district. Payroll statements will be sent to the employee by electronic means.
- E. The Board agrees to make payroll deductions from the salaries of teachers, upon proper written authorization to do so from the teachers concerned, for the following:
 - 1. Direct Deposit
 - 2. Tax-deferred annuity plan premiums, including payroll deduction for all MESSA Programs.
 - 3. Other deductions approved by the Board after consultation with the association.
 - 4. Association dues or agency fees.

If a future court decision is made that allows voluntary PAC deductions to be made by public school districts, then "Voluntary MEA/NEA PAC contributions" shall be added to the above list.

Monies deducted pursuant to subsections (4) and (5) of this Section will be forwarded to the local association within ten (10) working days. The Board will remit monies deducted pursuant to subsection (2) of this section within ten (10) working days following receipt of the appropriate billing.

- F. The Board agrees to make available to the association in response to reasonable requests all available information concerning the financial resources of the district, including, but not limited to: Annual audits, names and addresses of all teachers, salaries paid thereto and educational background and monthly financial reports, plus all public information.
- G. The association may have the privilege of using school equipment including-computers, copy machines and audio-visual equipment at reasonable times. The association shall compensate the district for the reasonable cost of all material and supplies as determined by the building principal in consultation with the association.
- H. The association shall have the privilege of posting notices of activities and matters of association concern on a teacher's bulletin board, which shall be provided in each building. The association may use the district mail service and teacher mailboxes for communications; (an association official shall be responsible for placing such notices in mailboxes). Materials for general distribution must be signed by the appropriate association official and a copy be given to the building administrator, prior to distribution. Failure to abide by this provision shall be cause for the association official to remove such material.
- I. The Board agrees that it will not interfere with the rights of its teachers to become, or to refrain from becoming members of the association; and that neither the Board nor its agents, nor the association and its agents, will exercise discrimination, interference, restraint, or coercion against any teacher.
- J. No teacher will be discriminated against by the Board because he/she engages in collective bargaining with the Board, institutes a grievance or complaint under this Agreement, or exercises his/her personal rights as a citizen. Further, the Board and the association agree that no teacher shall be discriminated against with regard to his/her race, color, national origin, age, sex, marital status, or handicap.
- K. Teachers may sign and deliver to the Board an assignment authorizing the deduction of membership dues of the association. The Board shall deduct the amount of such dues from such teachers' pay checks each pay and shall remit such deduction to the association office within ten (10) working days. The parties shall jointly agree upon the procedure for said deductions.

Membership in the association shall not be required for employment. However, the Board and the association recognize that teachers should share the financial obligation required by the collective bargaining process at the local level. Therefore, all teachers, as a condition of employment shall:

1. Sign and deliver to the Board of Education an assignment authorizing deduction of regular membership dues of the association, or

2. Any teacher not electing to become a member of the association within thirty (30) days from the commencement of his/her duties shall pay as a fee to the association an amount to be determined by the association.

In the event that dues, or an agency fee shall not be paid, the Board upon receiving a signed statement from the association indicating that a teacher has failed to comply with the conditions, shall immediately begin, within the framework of proper tenure procedures, to notify said teacher that refusal of said teacher to either authorize the payment of dues to the association or to contribute an agency fee is just and reasonable cause for termination of employment, and said teacher will not be re-employed for the next school year. All teachers new to the district will be informed of this requirement when being offered employment in the district.

The association agrees to promptly advise the Board of all members of the association in good standing and from time to time furnish any other information needed by the Board to fulfill the provisions of this Article which are not otherwise available to the Board.

The Board hereby agrees to process association claims for enforcement of Article II, Section K., as per the procedures outlined in this contract provision. Further, the Board agrees that it will enforce this contract provision to the full extent permitted by law.

All monies collected under this section shall be payable to the local association only.

The Board shall not be liable for any errors or losses in the administration of this provision unless it is shown that the Board was grossly negligent in the care and handling of the monies involved.

In the event of legal action against the Board brought in a court or administrative agency because of its compliance with this Section, the association agrees to defend such action, at its own expense and through its own counsel, provided:

1. The Board gives timely notice of such action to the association and permits the association intervention as a party if it so desires.
2. The Board gives full and complete cooperation to the association and its counsel in securing and giving evidence, obtaining witnesses, and making relevant information available at both trial and appellate levels.
3. The damages have not resulted from the gross negligence, misfeasance, or malfeasance of the Board or its agents.
4. The association, in consultation with the Board, has the right to decide whether to proceed with litigation, whether or not to appeal any ruling of a court or administrative agency, and the right to compromise or settle any such action.

The association agrees that in any action so defended, it will indemnify and hold harmless the Board from any liability for damages and costs imposed by a final judgment of a court or administrative agency as a direct consequence of the Board's compliance with this

ARTICLE III - TEACHER RESPONSIBILITIES

- A. It is the responsibility of the association and each individual teacher, as well as the Board, to provide the highest quality educational program possible for every boy and girl in the district. This includes:
1. Careful daily preparation.
 2. Participation in building and district-wide curriculum study.
 3. Participation in public-oriented activities of the school when it concerns a particular teacher, such as:
 - a. Open houses;
 - b. Public performances of children in plays, concerts, athletic activities or other extra-curricular activities. This provision shall be on a voluntary basis as long as there is sufficient number of teachers available. If necessary, the building principal may assign teachers for each activity or function provided that teachers shall not be required to remain more than forty-five (45) minutes after the conclusion of such events. For purposes of this Section teachers shall not be required to transport students in conjunction with their supervision of these activities.
 - c. Each principal may require the attendance of teachers at meetings, which are contiguous to the normal school day.
 - d. A joint committee shall be established in each high school composed of representatives of both the building administration and teachers to:
 - (1) determine the number of tasks teachers are required to perform at graduation exercises (e.g., collection of caps and gowns, audio-visual, ushers, ticket takers, supervising of student processions);
 - (2) determine the number of teachers required to perform these tasks at the graduation exercises;
 - (3) identify teachers to voluntarily perform these tasks, and,
 - (4) encourage, but not mandate, all staff members to attend the graduation ceremonies.
 4. All report cards will be due on the last teacher workday at 2:00 p.m.

Teachers have the responsibility to exercise independent judgment and discretion in the execution of their classroom and extra-curricular activities; however, this responsibility to exercise independent judgment and discretion is not intended to encourage insubordination.

- B. Teachers are expected to comply with reasonable rules, regulations and directions adopted by the Board or its representatives which are not inconsistent with the provisions of this Agreement. A partial list of these duties shall include:

1. Teachers will have readily available lesson plans for use by substitutes. Teachers shall also prepare and maintain written evidence of adequate planning which will enable principals to review such planning for the purpose of making constructive suggestions to improve teacher performance and to provide a continuous educational program.
 2. Teachers shall dress in a manner befitting their profession.
 3. It is the professional responsibility of each teacher to appreciate and understand the unique characteristics of each student as the youngster presents them to the teacher. It is assumed that the teacher will utilize his/her professional skills to enable each youngster to proceed along the continuum of educational endeavor. Although it is well recognized that some youngsters learn with greater alacrity than others, it is assumed that all can be successful in achieving to a significant degree. Therefore, the teacher should be aware of progress or lack of progress of each individual student.
 4. Supervision of students outside the classroom is a shared responsibility of teachers and building administrators.
 5. The association will attempt to prevent children from involvement in association/Board controversies.
- C. When a teacher is unable to be in school on any given day, he/she shall contact the central office of the Board as early as possible, but in no event later than one hour prior to the time he/she is scheduled to report to school. The Board recognizes that there may be times when exact conformity to this requirement will be difficult. When there is a just reason for failure to give timely notice, no disciplinary action will be taken. However, any teacher who does not follow the reporting procedure without just reason shall lose pay for the day and be subject to disciplinary measures. In no event shall a teacher schedule illness in advance (i.e., call Friday with an illness on Monday).
- D. Time lost by an unauthorized absence from duty may result in disciplinary action.
- E. In order to provide continuing health protection for students and other school personnel, it shall be the policy of the Board that:
1. All newly hired teachers shall be required to file with the Board evidence of satisfactory health signed by a competent physician of the teacher's choice. The evidence of satisfactory health shall be filed within ten (10) working days after the first day of the regular school session.
 2. Thereafter, the Board shall have the right to demand a clinical examination of health, at its expense, at any time the Board finds that such examination may be necessary. At the request of the teacher, the Board shall notify the association.

3. The time lost by teachers undergoing such clinical examination shall not be charged against their sick leave or deducted from their salary unless and until they are found to be unable to perform their duties.
- F. Disciplinary action, as set forth in this Agreement, shall be defined as any warning, reprimand, reduction of professional compensation or other professional advantage, time off without pay, or discharge.
 - G. Since meaningful parent conferences do not always take place on pre-scheduled days, teachers are encouraged to call or hold such conferences at any time during the year.
 - H. Teachers shall consider their employment with Huron Valley Schools and their obligation to students as their primary employment responsibility.

ARTICLE IV - TEACHER PROTECTION

- A. All monitoring or personal observation of the work performance of a teacher shall be conducted openly and with the full knowledge of the teacher.
- B. Teachers shall be responsible within their classrooms for creating and maintaining conditions conducive to learning following procedures which are sound in terms of modern psychology and pedagogy. The Board shall give all reasonable support and assistance to teachers in the creation and maintenance of these conditions and in the use of such control and discipline of students as may be necessary to create and maintain these conditions. Principals and teachers will work cooperatively in resolving discipline problems, which disrupt good classroom operations.
- C. Principals and Supervisors agree to develop in consultation with their staffs:
 - 1. guidelines for the implementation of Board policy,
 - 2. procedures for prompt consultation when needed, particularly on discipline problems involving a student being sent to the office after the teacher has met all discipline responsibilities as outlined by the building principal in writing.

Generally a teacher will be expected to seek administrative assistance and cooperation whenever it is necessary, in the teacher's estimation, to remove a pupil from the classroom. However, if the persistence of the misbehavior or the nature of the violation totally disrupts the normal classroom activities, the teacher may excuse a pupil from class. In all such cases the teacher shall immediately report the problem to the principal or a designee. The principal or a designee will confer with the teacher before returning the pupil to class.

- D. It shall be the responsibility of the teacher to report to the principal on the appropriate form, as supplied by the district, the name of any student who in the opinion of the teacher needs particular assistance from special services personnel. Upon receipt of such referral, the Board shall initiate the necessary procedure to fulfill such request for services within sixty (60) days.
- E. Any case of assault upon a teacher in the course of employment as a teacher (or because of employment as a teacher) shall be promptly reported by the teacher to the principal of the school. At the request of the teacher involved, the Board shall provide and pay for an attorney to advise the teacher of his/her rights and obligations with respect to such assault provided, however, that the Board or its representative, determines that the teacher was acting in accordance with and within the scope of his/her duties and authority and Board policy. Such determination is specifically subject to the grievance procedure. If the teacher requests the Board's further assistance to institute and proceed with a civil suit, the Board's representative will confer with the teacher and the Board will respond to that request in writing within twenty (20) working days. The teacher may at his/her own expense proceed with a civil suit without reprisal.

- F. Any absences by a teacher because of an assault upon the teacher in the course of employment, shall be fully excused and shall not be considered to reduce said teacher's sick day allowance; and the teacher shall receive an amount equivalent to his/her full salary for any time off each year until age 65 because of said assault or because of any law suit arising out of said assault which can be net salary or the difference between full salary and worker's compensation benefits that are in lieu of salary provided, however, as to all of the above, that it is determined by the Board or its representative that the teacher was acting in accordance with and within the scope of his/her duties and authority and Board policy. Such determination is specifically subject to the grievance procedure. Such salary continuance will be at the level attained as of the teacher's last day worked.
- G. Teachers shall be expected to exercise reasonable care with respect to the safety of pupils and property, but shall not be individually liable, except in the case of gross negligence or neglect of duty for any damage or loss to person or property.
- H. The use of any video or audio transcriptions of classroom activities shall be prohibited unless with the full knowledge and prior consent of the teacher.

ARTICLE V TEACHER EVALUATION

Forms and rubrics for the Evaluation Process may be found in Appendix C.

SECTION 1: TENURED TEACHER EVALUATION PROCESS

The parties recognize the importance and value of developing a procedure for assisting and evaluating the progress and success for both newly employed and experienced personnel covered by this Agreement.

Statement of Philosophy

The purpose of the Huron Valley evaluation process is to promote a professional dialogue between the teacher and the supervisor in order to assess and improve classroom performance and recognize instructional excellence. Based on the premise that professional development extends beyond the classroom, the evaluation process further provides for recognition of accomplishments and involvement in professional activities, as well as suggestions for professional growth.

Statement of Purpose

Teacher evaluation should provide a consistent and systematic approach for monitoring and discussing teacher performance. Such a process should further provide support, assistance, and recognition for teachers in their efforts to develop professionally. Evaluation shall only be conducted by the building principal or assistant principal or other full-time administrator familiar with the teaching situation. Each classroom observation shall be made in person for a reasonable length of time. It is recognized by the parties that classroom performance based on actual observations is a major consideration in determining teacher competency.

Employees assigned to more than one building shall have a designated evaluator. Other administrators may provide input to the evaluator of record for inclusion in the formal evaluation.

General Approach

- A. All tenured teachers will be evaluated on a three-year cycle. Approximately one-third of these staff members will be placed in Cycle 1 with the other two thirds in Cycle 2, a two-year process.
 1. Cycle 1 - Staff members will be evaluated using the performance criteria instrument. The performance of all teachers shall be evaluated in writing and the source shall be indicated (i.e. actual observation, parent feedback, student feedback, teacher feedback, etc.).
 2. Cycle 2 – In year one, staff members and a building administrator will jointly establish one or two goals which are an outgrowth of the performance criteria evaluation for the purpose of encouraging professional classroom growth. Cycle 2 may be used to follow up on areas identified in Cycle 1 as basic. In year two, staff members and a building administrator will jointly establish one or two goals for the year which may address a building need or concern, a district goal or the optional collegial observation program.

- B. Teachers demonstrating unsatisfactory professional performance will be withdrawn from the tenured evaluation cycle after administrative consultation. Notification shall be made to the association President unless the teacher prohibits such notification. The teacher will be provided with an Individualized Development Plan. Any unsatisfactory items on the evaluation must be accompanied by suggested steps in writing to correct the situation and consequences if the situation is not corrected, including a timeline for correcting the deficiencies. Evaluation of teachers by administrators shall continue to be made carefully and with due deliberation. The teacher's classroom performance and professional progress will be monitored on an ongoing basis. However, it is expressly understood that such evaluations of teachers by administrators may become part of the rationale for disciplinary measures, including dismissal. Readmission to the tenured evaluation cycle will be determined by the administration's evaluation of progress on the Individualized Development Plan.

Tenured teachers shall be notified of their rights under the Tenure Act prior to their dismissal. The board agrees to inform the association of all pending teacher dismissals in a timely manner. Tenured teachers who are notified of their pending dismissal may be suspended with pay pending a final determination by the Board as to their future employment status with the district.

- C. Three (3) copies of the written evaluation shall be submitted to the teacher at the time of personal interviews: one copy of the evaluation shall be signed by the teacher and returned to the principal, one returned to the Superintendent, the other to be retained by the teacher. Each written evaluation should be thoroughly discussed with the teacher before submission to the Superintendent, and it should bear both the signature of the principal and the signature of the teacher. A teacher's signature on the evaluation report does not necessarily constitute agreement but is an indication that the teacher is completely familiar with the evaluation report. If the teacher does not agree with the principal's evaluation, the teacher may, within fifteen (15) teaching days after receipt of said evaluation, sign it, and submit his/her own evaluation to be placed in the personnel file.

TENURED TEACHER EVALUATION PROCESS

Purpose: A framework for professional practice provides well-established definitions of expertise and procedures to hold educators in Huron Valley to the highest standards. These responsibilities seek to define what teachers should know and be able to do in the exercise of their profession. A framework for professional practice offers the profession a means of communicating standards of excellence. Conversations can center around where to focus improvement efforts within the context of shared definitions and values in an environment of professional respect.

Components: This framework is comprised of four components, each defining a different aspect of teaching. The four components and descriptions are:

- 1. Planning and Preparation:** This area looks at: how a teacher organizes the content students are to learn, how the teacher designs instruction, and how assessment techniques reflect the instructional goals and document student progress.
- 2. Classroom Environment:** This area focuses on: interactions that occur in a classroom, activities and tasks that establish a comfortable and respectful classroom environment, and the learning culture that creates a safe place for risk-taking.
- 3. Instruction:** This area centers on: the components that are at the fundamental heart of teaching, enhancing student learning, and how students construct meaning through meaningful, purposeful work.
- 4. Professional Responsibilities:** This area concentrates on: roles assumed outside of and in addition to those in the classroom, and activities that are critical to persevering and enhancing the profession.

Levels of Performance: In each of the components, there are four levels of performance:

- 1. Unsatisfactory:** The teacher does not yet appear to understand the concepts underlying the component. Working on the fundamental practices associated with the elements will enable the teacher to grow and develop in this area. Teachers demonstrating unsatisfactory performance will be withdrawn from the tenured evaluation cycle (remain on cycle 1) after administrative consultation and notification to the association, with teacher consent. The teacher will be provided with an Individualized Development Plan.
- 2. Basic:** The teacher appears to understand the concepts underlying the component and attempts to implement its elements. Implementation may be sporadic, intermittent, or otherwise not entirely successful. Additional reading, discussion, experience, and/or mentoring will enable the teacher to become proficient in this area.
- 3. Proficient:** The teacher clearly understands the concepts underlying the components and implements them well. Most experienced, capable teachers will regard themselves, and be regarded by others, as performing at this level.
- 4. Distinguished:** Teachers at this level are master teachers who make contributions to the field, both in and outside their school. Their classrooms operate at a qualitatively different level, consisting of a community of learning, with students highly motivated, engaged, and assuming considerable responsibility for their own learning.

TENURED TEACHERS EVALUATION FORMAT: THREE YEAR CYCLE

Cycle 1 – Year 1

FOCUS: Observation and summative evaluation of the teacher's classroom performance by the administrator.

BEGINNING OF THE YEAR MEETING (Sept.-Oct.):

Administrator and teacher-

1. Review, define, and clarify domains of professional performance rubric
2. Discuss process of observation and conferencing.

REQUIREMENTS:

1. Two observations scheduled at minimum (three to five observations are recommended)
2. Each scheduled observation preceded by a pre-conference and followed by a post-conference.
3. Final written evaluation will include information from all observations: (Judgment of the quality of classroom performance with documentation based on several observations related to professional performance rubric).
4. Levels of performance will be assigned to each of the four component areas at the final evaluation.

YEAR-END MEETING (April-May) Administrator and teacher-

1. Review the evaluation
2. Discuss professional growth goals for Cycle 2.
3. Sign document

Cycle 2 (two-year cycle)

FOCUS: Combined teacher and administrative assessment of the teacher's professional growth in one or two goal areas related to classroom performance or building/district initiatives as outlined in the professional performance rubric.

BEGINNING OF THE YEAR MEETING (Sept.- Oct.)

Administrator and teacher-

1. Review the professional growth goals including classroom performance discussed in the previous year-end conference.
2. Establish teacher's goal(s) and self-assessment criteria

YEAR-END MEETING (April-May)

Administrator and teacher-

1. Review the goal(s) and self-assessment
2. Discuss goal(s) for the next year of the evaluation cycle
3. Complete administrative portion.
4. Sign and date professional development plan form

SECTION II. PROBATIONARY TEACHER EVALUATION PROCESS

Statement of Philosophy

The purpose of the Huron Valley evaluation process is to promote a professional dialogue between the teacher and the supervisor in order to assess and improve classroom performance and recognize instructional excellence. Based on the premise that professional development extends beyond the classroom, the evaluation process further provides for recognition of accomplishments and involvement in professional activities, as well as suggestions for professional growth.

Statement of Purpose

Teacher evaluation should provide a consistent and systematic approach for monitoring and discussing teacher performance. Such a process should further provide support, assistance, and recognition for teachers in their efforts to develop professionally.

General Approach

Probationary teachers shall be evaluated at least three (3) times during each school year. The first evaluation shall not be sooner than twenty (20) calendar days, nor later than sixty (60) calendar days following the teacher's commencement of service, and the third evaluation shall be completed not later than eighty (80) calendar days prior to the end of each probationary school year. This schedule is intended as a guideline to ensure regular communication between the probationary teachers and the administrators who evaluate them; however, strict adherence to this schedule of evaluations may not be possible in every case. In the first evaluation, the first year, it is not necessary for an administrator to assign a level of performance for each component. For each evaluation afterwards, however, a level of performance is to be assigned to each of the four components.

Purpose: A framework for professional practice provides well-established definitions of expertise and procedures to hold educators in Huron Valley to the highest standards. These responsibilities seek to define what teachers should know and be able to do in the exercise of their profession. A framework for professional practice offers the profession a means of communicating standards of excellence. Conversations can center around where to focus improvement efforts within the context of shared definitions and values in an environment of professional respect.

Components: This framework is comprised of four components, each defining a different aspect of teaching. The four components and descriptions are:

- **Planning and Preparation:** This area looks at: how a teacher organizes the content students are to learn, how the teacher designs instruction, and how assessment techniques reflect the instructional goals and document student progress.
- **Classroom Environment:** This area focuses on: interactions that occur in a classroom, activities and tasks that establish a comfortable and respectful classroom environment, and the learning culture that creates a safe place for risk-taking.

- **Instruction:** This area centers on: the components that are at the fundamental heart of teaching, enhancing student learning, and how students construct meaning through meaningful, purposeful work.
- **Professional Responsibilities:** This area concentrates on: roles assumed outside of and in addition to those in the classroom and activities that are critical to persevering and enhancing the profession.

Levels of Performance: In each of the components, there are four levels of performance:

- **Unsatisfactory:** The teacher does not yet appear to understand the concepts underlying the component. Working on the fundamental practices associated with the elements will enable the teacher to grow and develop in this area.
- **Basic:** The teacher appears to understand the concepts underlying the component and attempts to implement its elements. Implementation may be sporadic, intermittent, or otherwise not entirely successful. Additional reading, discussion, experience, and/or mentoring will enable the teacher to become proficient in this area.
- **Proficient:** The teacher clearly understands the concepts underlying the components and implements them well. Most experienced, capable teachers will regard themselves, and be regarded by others, as performing at this level.
- **Distinguished:** Teachers at this level are master teachers who make contributions to the field, both in and outside their school. Their classrooms operate at a qualitatively different level, consisting of a community of learning, with students highly motivated, engaged, and assuming considerable responsibility for their own learning.

FOCUS: Observation and summative evaluation of the teacher's classroom performance by the administrator.

BEGINNING OF THE YEAR MEETING (Sept.-Oct.):

Administrator and teacher-

- 1) Review, define, and clarify domains of professional performance rubric
- 2) Discuss process of observation, conferencing, and individual development plan creation.

REQUIREMENTS:

- 1) Three observations scheduled at minimum, more recommended
- 2) Each observation scheduled is preceded by a pre-conference and followed by a post-conference.
- 3) Levels of performance will be assigned to each of the four component areas after each observation with the exception of the initial observation in year one.
- 4) Each evaluation is signed by teacher and administrator after each observation and a copy provided to the teacher and a copy sent into Human Resources.

SECTION III: PERSONNEL FILES/JUST CAUSE

- A. 1. Teachers shall have the right, upon written request, to make an appointment with the Human Resources Department to review the contents of their own personnel files. A representative of the association may, at the request of either party, accompany the teacher in this review. Each teacher's personnel file shall contain the following minimum items of information:

Required medical information as supplied by the teacher, all teacher evaluation reports as supplied by the building principal, a copy of the current annual contract and pay record as supplied by the Board, a copy of the teacher's certificate as supplied by the teacher, a transcript of academic records as supplied by the teacher, and tenure recommendations as supplied by the principal.

2. Letters from parents, newspaper clippings, and records of phone calls shall not be placed in the teacher's file without the teacher's knowledge and opportunity to respond thereto. For purposes of this paragraph, materials will be removed from the personnel file after a period of one (1) year, provided that the teacher so involved requests the removal.
 3. Documents with the exception of confidential credentials and recommendations submitted for the purpose of employment, shall not be placed in the teacher's file without the teacher's knowledge and opportunity to respond thereto.
 4. No material concerning disciplinary action or reprimand may be placed within a teacher's personnel file without allowing the teacher an opportunity to file a response thereto, and said response shall become a part of said file. Upon written request of the teacher, a copy of any such reprimand will be submitted to the association.
 5. Newly-hired teachers or teachers who have a change in their certificate must file their valid certificate and their official transcript of credits with the Human Resources Department by September 15th. Failure to file the certificate or official transcript shall result in withholding of pay until such filing has been completed. Further, all newly employed secondary teachers shall provide the building principal with an official copy of their transcript.
- B. No teacher shall be disciplined, reprimanded, or reduced in rank or compensation without just cause. Any such discipline, reprimand, or reduction in rank or compensation not covered by the Michigan Tenure of Teachers Act shall be subject to the grievance procedure hereinafter set forth.

ARTICLE VI - TEACHING HOURS

- A. A maximum of thirty-five (35) hours per week, exclusive of a thirty (30) minute unassigned duty-free lunch period per day, will be required by each teacher at his/her assigned building.
1. The normal weekly teaching load in the middle schools and senior high schools will be: twenty-five (25) teaching periods and five (5) unassigned preparation periods based on a six (6) period day, or twenty-five (25) teaching periods, five (5) unassigned preparation periods, and five (5) assigned preparation/conference periods based on a seven (7) period day; scheduled by the principal after consultation with the staff.
 2. The normal weekly teaching load in the elementary schools will not exceed five (5) hours, 21 minutes of classroom instruction per day and unassigned preparation time as set forth in Article VI, Section B.; scheduled by the principal after consultation with the staff.

The schedules for fine and applied arts teachers shall be established after consultation with the appropriate staff representatives. To the extent possible such schedules will be limited to two buildings per week.
 3. The remainder of the required duty time to be spent at the assigned buildings (elementary and secondary) will be decided by the principal after consultation with the staff.
 4. Five (5) hours per week of additional time beyond time spent at the teacher's assigned building is acknowledged as a minimum amount of time to be spent furthering educational growth.
- B. The normal weekly teaching load for classroom teachers, including counselors, media specialists, and fine and applied arts teachers shall include five (5) conference planning periods per week. Elementary teachers will be guaranteed an average of 225 minutes per week for preparation time during the instruction day excluding released time during recess duty under Article VII, Section D. The elementary preparation time shall be scheduled in meaningful blocks of time of no less than thirty (30) minutes duration.
- C. Each elementary building will develop mutually agreed upon special schedules. These planning time schedules shall be based on the following recommendations:
1. The principal will utilize an inclusive process in schedule development which seeks input from both classroom and specials teachers.
 2. Staff input will be provided at meaningful times during the schedule development process.
 3. Within the staffing allotment, the goal is to provide all classroom teachers with a daily special.

4. In the event that specials are not scheduled on a daily basis, a rationale shall be provided to the staff that explains the final schedule.
 5. Individual teachers may request not to have daily specials to meet personal preferences or team teaching needs.
 6. Elementary classroom teachers will not be required to supervise lunch periods.
- D. No teacher will be required to teach during the normal conference period as a regular assignment.
1. Due to issues such as curriculum continuation or program continuity, it may be deemed necessary to assign a secondary teacher to a regularly scheduled teaching period beyond the five (5) per day maximum. This may occur only according to the following:
 - a. The Association and the teacher shall be informed by the principal of the reasons for the perceived need.
 - b. The acceptance of the assignment by the teacher is voluntary.
 - c. The Association, teacher, and administration agree to all items associated with the assignment.
 - d. This agreement must include the following:
 - i. Each agreement will be for up to one school year.
 - ii. The teacher will be remunerated an additional one-sixth (1/6) of his/her regular salary based on his/her step and lane salary schedule placement for that school year for the period covered by the assignment.
 - iii. Although the assignment may result in exceeding the class load limit as outlined in Article VII, the provisions regarding individual class size will not be altered.
 - iv. The assignment will not result in the layoff of a teacher nor will it supersede the provisions of the Tenure Act.
 2. Conference periods shall be used for such things as preparation, conferences with parents, teachers, and administrators, and special assistance to students. Conference time shall not be used or spent on any unconnected or non-school activity. In addition, it is expressly understood that if teachers must leave their building during the preparation time, they will notify the principal.
- E. No regularly assigned teacher shall be assigned by the administration to substitute for a regularly assigned teacher except in case of emergency, it being understood expressly that the failure of a substitute to arrive on schedule or inability to secure a qualified substitute shall be considered an emergency. In the event of an emergency, a regularly assigned teacher shall be paid the Additional Teacher Duty rate in Appendix A-2. It is agreed that any such assignment of a teacher as a substitute shall be made as far as possible in advance. Where possible, volunteers will first be sought, and if there are no volunteers, such assignments will be rotated among available teachers. Further, should

teachers be assigned to supervise pupils during their lunch period in the elementary school, they shall be paid the Additional Teacher Duty rate in Appendix A-2.

Teachers who participate in Curriculum Development and Staff Development activities shall be compensated at the rate for same which is contained in Appendix A-2, and in accordance with the policy which is incorporated as Appendix E of this Agreement.

- F. After negotiations between the Board and the association, the school calendar shall be adopted by the Board and made public on or before the last day of school for students each year. In the event agreement has not been reached by the parties at the time of such Board action, then the action of the Board shall be subject to further negotiations between the parties.
- G. On any day when school sessions are scheduled but that student attendance is canceled by the Superintendent due to natural causes or Acts of God, then the following provisions shall prevail:
 - 1. Teachers are not expected to report to their schools.
 - 2. A fan-out system of telephoning will be initiated by the building principal to notify teachers as early as possible when they are not expected to report to the schools.
 - 3. In the event one or more buildings are closed but the district student attendance has not been canceled, the teachers of the closed buildings may be required to report for duty in other buildings.
- H. It is understood and agreed that the school calendars, as set forth in Schedule C, have been developed in compliance with the requirement of the State Aid Appropriations Act. The intent of the parties is to permit receipt of state aid without penalty. However, the parties recognize that due to conditions not within the control of school authorities, so called "Act of God" days, such as, but not limited to, severe storms, fires, epidemics, or health conditions as defined by the appropriate health authorities, there may be days when pupil instruction is scheduled but not provided within the meaning of the State Aid Appropriations Act. On such days when pupil instruction is not provided, Section E., above, shall be in effect.

It is the intent of the parties to provide the number of hours of pupil instruction, as defined by law, plus additional teacher duty days. "Act of God" days, when instruction is not provided (as set forth above), and which are not allowed as days of student instruction in the State Aid Appropriations Act, shall be rescheduled on consecutive weekdays in June beginning on the scheduled "Record Day"; or, for the Year Round program, on consecutive weekdays beginning on the first day of the May vacation break. The scheduled "Record Day" shall be rescheduled on the first weekday after the rescheduled instruction days. Any "Act of God" days when instruction is not provided which are not required by law to be rescheduled shall not be rescheduled. It is understood that teachers shall work on days rescheduled herein and shall receive no additional compensation therefore.
- I. Fall parent-teacher conferences shall be scheduled outside regular duty hours. The staff and building administrator(s) shall jointly rearrange said duty hours, and teachers shall receive compensatory time off. Such fall conferences shall be scheduled for a total of seven (7) hours. Spring conferences shall be scheduled for 3.5 hours outside the normal teacher duty day. The date(s) will be determined by mutual agreement between the staff and building administrator(s). No compensatory time shall be granted for teachers for

spring conference duty. Any rearrangement of teacher duty times for parent-teacher conferences shall be approved by the building administrator's supervisor prior to implementation.

- J. Kindergarten teachers may be given an extra parent-teacher conference day each semester to accommodate the greater number of students they teach.
- K. Teachers will be dismissed at noon on the Records Day if their records are completed and closing procedures are concluded.
- L. In the event the district is required to change the calendar by legislative action, the parties shall reconvene with the intent of protecting the integrity of the negotiated calendar particularly with regard to the total number of student attendance days and teacher workdays.
- M. In the 2010-11 school year, teachers will take unpaid furlough day(s) at the employee's daily rate of pay, for two (2) days in which the teacher will not be required to perform work.

Beginning with the September 10, 2010 payroll, or as soon as possible thereafter, the pre-tax deduction for the two (2) furlough days will be at the teacher's daily rate of pay and spread as evenly as possible over 20 pays for the 2010-11 school year.

ARTICLE VII - TEACHING CONDITIONS

- A. The Board agrees to keep the schools equipped and maintained; this includes adequate provision of attendance books, paper, duplicating materials and equipment, chalk, erasers, dictionaries, and other such material and equipment required in the daily teaching responsibilities. The Board agrees to provide significant instruction in the areas of physical education, art, music, reading and library skills in each elementary school in the district. The teachers in these skill areas are to be considered regularly assigned teachers. Further, these teachers are to be considered an integral part of the educational program. The time spent by a class of students receiving instruction from a specialist in the above areas may be used by elementary teachers for preparation, planning and conferences. Attempts will be made to schedule the time of special teachers with equity within each given building.
- B. The Board shall make available in each school an appropriately furnished lounge and/or work space and a lavatory for teachers' use. Provisions for separate lunch facilities along with a furnished lounge and/or work space and a lavatory for teachers' use will be made in all future buildings on a basis proportional to the number of teachers in each building.
- C. Adequate, regularly maintained parking lots shall be made available to the school staff for their use. Concrete or asphalt sidewalks shall be provided to extend from the lot to the building and such sidewalks will be maintained. Precautions will be made to protect staff vehicles from vandalism during the day.
- D. Since the Board, the association and the teachers recognize the continued necessity for safety and welfare of students on the playground and that recesses are an integral part of the educational program, elementary teachers shall continue to supervise the students during recess. For grades 4 through 6, this recess period will be left to the agreement of the teachers and the principal. The assignment of the teachers for adequate recess coverage shall be on a rotating basis as established by the building administrators in consultation with their staffs.
- E. Teachers will not be responsible for the collection of monies for milk and lunch. Further, the Board shall work toward limitation of other items with reference to the collection of monies.
- F. 1. The Board shall endeavor to develop patterns of organization to equalize the student-teacher ratio between various buildings. Further, the Board shall review attendance boundaries considering the differences in growth patterns within the district each year in an attempt to equalize classroom teacher-student(s) ratio between various buildings.
2. In order to provide acceptable class size levels the Board shall endeavor to maintain the following class size limit recommendations:
- K - 28
 - 1 - 29
 - 2 - 30
 - 3-5 - 31
 - 6-12 - Class Load Limit, 164*

Recognizing the added responsibility involved in split grade assignments, the Board will reduce the size of split grade classes wherever possible.

*Exceptions to the Class Load Limit are vocal and instrumental music, physical education, typing and study halls.

3. In the event a class size or load exceeds the maximum or class size or load limit, then the teacher may conference with the principal. If no mutually satisfactory solution is found, the teacher and/or association representative will make an appeal to the Class Size Commission.
4. A Class Size Commission shall be established. The Commission shall be comprised of three (3) association representatives and three (3) Administrative representatives. The Commission's tasks shall be A) to review the actual class sizes at the beginning of the school year, B) to assist in the remedial procedure for identified class size concerns, and C) to review and monitor class size patterns, district enrollment projection, and staffing trends as needed.

The Class Size Commission shall meet within ten (10) days of a request for a meeting by either party, and, in cases where a decision is required, the Commission shall issue same within ten (10) days of its meeting.

5. The Class Size Commission will consider the following possible alternatives in providing relief:
 - a. Transfer of students.
 - b. Rescheduling students.
 - c. Provide Aide time.
 - d. Add a teacher or section.
 - e. Provide materials or supplies.
 - f. Association consent.
 - g. Other mutual arrangement.
6. If the class size or class load concern is not satisfactorily resolved under parts 3. and 4., above, then the matter may be subject to the Grievance Procedure beginning at Step 3.
7. It is understood that large group instruction, differential staffing and other such experimental or innovative programs may be exceptions to the ratios established above with the agreement of the principal and classroom teacher.
8. It is understood that attempts will be made to balance the enrollment in secondary classes of like kind within each building.
9. Three weeks after the beginning of school the Board will report individual elementary class size and individual secondary loads (Class Assignment) to be reviewed by the Class Size Commission which shall be comprised of association representatives and Administrators for the purpose of identifying critical areas and to recommend solutions.

Within one week following the State Pupil Membership Count Days, the Superintendent or his/her designee shall send the association a summary report of the district-wide elementary classroom teacher-student ratio.

- G. The Board recognizes that appropriate texts, library reference facilities, maps, globes, laboratory equipment, audio-visual equipment, art supplies, athletic equipment, current periodicals, standard tests and questionnaires, and similar materials are the tools of the teaching profession. Further, that efforts shall be continued to seek and use textbooks and supplementary reading materials which contain the contribution of minority groups and women to the history, scientific and social development of the United States. The parties will confer from time to time for the purpose of improving the selection and use of such educational tools, and the Board shall consider all joint decisions made by its representatives and the association.
- H. Student teaching assignments will be made with the consent of the individual teacher. All compensation received by the school district for placing student teachers within the school district will be paid directly to the supervising teacher.
- I. In the event of a school closing, teachers from that school will be given one day's paid time to pack their rooms and professional belongings for an orderly transfer. This consideration shall also be provided for teachers being involuntarily transferred. This time can be arranged at the Board's discretion.
- J. Medical Procedure for Special Education Students - As a general practice, when a general education classroom is to include a Special Education student whose handicapping conditions includes the necessity of regular or routine medical procedures or assistance with regular hygiene, the general education teacher will not be required to be the provider of these services. In such cases the district shall include arrangements for the separate provision of these services so that the primary focus and responsibility of the teacher will be instruction.
- Nothing contained herein shall limit or define the teacher's responsibility in a medical or personal hygiene emergency. In this regard it is understood that a general education teacher may be required to receive the training necessary.
- K. I.E.P.C./B.E.S.T. Meetings -General education teachers of students, who have been referred for or qualified for special education services, shall be informed when I.E.P.C./B.E.S.T. meetings are scheduled for such students. Such general education teachers shall have the opportunity to provide input for such meetings. Also, the general education teachers shall have the opportunity to attend such I.E.P.C./B.E.S.T. meetings upon reasonable request.
- L. The parties agree to add the "International Academy Letter of Understanding – July 1, 2007 through June 30, 2010" to the terms of this Collective Bargaining Agreement. Pro-ration of stipends shall occur for teachers assigned to the International Academy in a less than full-time position.

ARTICLE VIII - BOARD RIGHTS, RESPONSIBILITIES, AND PROTECTION

- A. Except as modified by the specific terms of this Agreement, the Board retains all rights and powers to manage the school district and to direct its employees, including teachers. The association recognizes these management rights and responsibilities as conferred by the Laws and Constitution of the State of Michigan, and inherent in responsibilities to manage the Public School System, including the right:
1. To the executive management and administrative control of the school system and its properties and facilities, and the activities of its employees, including the teachers, during working hours.
 2. To hire all teachers and, subject to the provisions of law, to determine their qualifications and the conditions for their continued employment, or their dismissal or demotion, and to promote and transfer all such teachers.
 3. To establish levels and courses of instruction, including special programs and to provide for athletic, recreational, and social events for students, all as deemed necessary and advisable by the Board.
 4. To decide upon the means and methods of instruction, the selection of textbooks and other teaching materials, and the use of teaching aids of every kind and nature.
 5. To determine class schedules, the hours of instruction, and the duties, responsibilities, and assignments of teachers and other employees with respect thereto and with respect to administrative and non-teaching activities.
 6. Pertaining specifically to sub-sections 3.and 4.above, the Board recognizes that successful planning of the school program will involve active teacher participation.

The exercise of the foregoing powers, rights, authority, duties and responsibilities by the Board; the adoption of policies, rules, regulations and practices in furtherance thereof; and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this Agreement, and then only to the extent such specific and express terms thereof are in conformance with the Laws and Constitution of the State of Michigan and the Laws and Constitution of the United States.

- B. The Board, through the school administration, has the responsibility to evaluate the work of teachers and to inform each teacher of its view of his/her work.
- C. The Board will attempt to prevent children from involvement in association/Board controversies.

- D. Except as set forth herein, all rules, regulations, policies, procedures and practices set forth by the Board shall remain in full force and effect and may be changed and up-dated from time to time, but in no way shall they be in conflict with the provisions set forth in this Agreement. The Board Policy Handbook will be available for teacher reference in each building, and an updated copy will be provided to the HVEA President for association use.
- E. During the duration of this Agreement, the association agrees that it or the teachers shall not authorize, engage in, condone, or ratify any strike, which affects the normal operation of the Huron Valley School District. A strike shall be defined to include slowdowns, boycotts, picketing, work stoppages of any kind, including mass "sickness", and other concerted activities having the effect of interrupting work or interfering with the normal school business. In the event of any such violation of this Section, the association shall endeavor to return the teachers to work as expediently and quickly as possible. It is understood however, that the association shall not be held liable for any action of a teacher or a group of teachers when the association has acted in good faith with this provision. Any teachers involved in a strike as herein defined may be subject to disciplinary action without recourse to the grievance procedure.

ARTICLE IX - PROFESSIONAL QUALIFICATIONS AND ASSIGNMENTS

- A. Teachers employed by the Board of Education for a regular teaching assignment as recognized in Article I, Section A of this Agreement, must have a temporary vocational authorization, occupational, provisional, continuing, professional, or permanent teaching certificate valid in the State of Michigan and meet State and Federal requirements, as applicable.
- B. The scope of the teaching certificate on file with Human Resources as of March 31 of a school year shall be used to assign a teacher for the next school year, except temporarily and for good cause.
- C. A copy of the final assignments will be sent to the association by the Executive Director of Human Resources Department.
- D. Teachers will be given written notice of their assignments (including extra-curricular assignments, where applicable) when possible, by the first day of June, providing they give written assurance of their intentions to return to that assignment (including extra-curricular assignments, where applicable) on or before the same date. In the event changes are made in an individual teacher's schedule after June 1, notification will be promptly sent to the teacher so affected. At that time, if the teacher is not satisfied with the assignment, the teacher may choose to be released from his/her contract without repercussions.
- E. Any assignments in addition to the normal teaching schedule during the regular school year, including extra duties enumerated in Appendix A, shall not be obligatory but shall be with the consent of the teacher. Assignments of extra duties will be made annually at the discretion of the Board.
- F. To the extent that a more experienced teacher acts as a mentor or coach to a newly hired or less experienced teacher, it is understood that such mentoring will be voluntary on the part of the more experienced teacher, and further, that the professional relationship between the mentor and mentee shall be confidential as regards evaluation or disciplinary processes, which processes shall remain the responsibility of the Board.
 - 1. Serving as a mentor teacher shall be voluntary. The professional relationship between the mentor and the mentee shall be confidential as regards evaluation or disciplinary processes, which processes shall remain the responsibility of the Board.
 - 2. A teacher who accepts an assignment as a mentor shall be paid a stipend in the amount of \$350.00 per mentee per year. The mentor may not accept more than three (3) mentees at any one time.
 - 3. Every reasonable effort shall be made to have the mentor from the same building as the mentee, hold and be teaching in the same area of certification as the mentee, and have a common planning period as the mentee.

ARTICLE X - TRANSFERS AND VACANCIES

- A. A request by a teacher for transfer shall be made to the Human Resources Department in writing prior to April 30 on forms furnished by the Board, and a copy of the transfer request shall be forwarded by the Human Resources Department to the current principal(s) and, unless the teacher prohibits such notification, the HVEA president. After consideration of the transfer requests, any vacancy must be posted. The application shall set forth the reasons for transfer, the school, grade and/or position sought and the applicant's academic qualifications, certifications, and endorsements on file with Human Resources as of March 31. The teacher requesting a transfer will notify and discuss the matter with the principal of the school to which he/she wishes to be transferred. If all parties - the teacher, the principal of the school to which the teacher wishes to transfer, and the Board are in favor of such transfer, then the transfer shall take place. In each case where a teacher has requested a transfer under this Section and where the request is not granted for any reason, the teacher will receive an explanation in a timely manner. However, it is understood that transfers after the close of school shall be granted at the discretion of the Superintendent.
- B. It is recognized by both parties that involuntary transfers may be necessary; however, the Board agrees that involuntary transfers will be made only for good cause. Following one week notification, plus consultation with the teacher or teachers and principals concerned at a meeting, including the Superintendent or his/her designee and the association President or his/her designee, it shall be up to the Superintendent of Schools as to whether an involuntary transfer is necessary. Upon written request of the teacher, the association shall also be notified of the reasons for such unrequested transfer.
- C. When involuntary transfers are effected for a necessary reduction in a school's staff allocation due to reduced student enrollment, reduced finances or the closing of a building, qualifications, program needs and seniority shall be considered in such transfer decisions. When qualifications and program needs are predominately equal, seniority shall prevail.
- D. The filling of instructional vacancies shall be accomplished by using the following procedures:
1. Review all transfer requests.
 2. Provide the association President with appropriate postings including qualifications and job descriptions (where possible), as vacancies occur.

All known instructional vacancies will be posted in each school building in the district between April 1 and April 15.

1. The posting of extra-curricular vacancies shall be for a period of five (5) workdays.
 2. The vacancies shall be posted district-wide, with first preference given to bargaining unit members within the building. Candidates that meet the qualifications shall receive an interview.
 3. If the position is not filled from within the building, then qualified district-wide candidates shall be interviewed.
 4. Internal candidates not selected for a position shall receive, in writing, the reasons for not being selected. In addition, the District is encouraged to provide suggestions for training and/or experience opportunities that may increase skills and improve the possibility of successful selection for future vacancies.
 5. Should the position remain unfilled, the district may post the position to the public.
- E. The Board and the association recognize that transfers of personnel to fill vacant instructional staff positions arising during the school year are disruptive to the educational process. However, to insure that recognition is given to the aspirations and abilities of its staff, all such vacant instructional staff positions occurring during the school year will be considered to be filled on a temporary basis when personnel outside the district are hired. All transfer requests made by current staff to these positions shall be given priority in filling these vacancies for the following school year. Teachers desiring a transfer shall endeavor to submit their requests within five (5) working days after the postings. If no transfer request for the position has been made by April 30, then the position may be otherwise filled by the district. Notice will be sent to the association President when a vacancy has been filled on a temporary basis. The Board agrees to inform temporary teachers in writing of this contract provision prior to their employment.
- F. All vacant supervisory positions within the instructional staff shall be posted in every school building. A supervisory position is defined as one having the scope and authority of hiring, promoting, demoting, or dismissing employees. No such vacancy shall be filled, except on a temporary basis, until such vacancy shall have been posted for at least two (2) weeks.
- G. A Screening Committee including a Huron Valley teacher representing the association may interview candidates for Huron Valley instructional administrative positions.
- H. Any qualified teacher may apply for any instructional supervisory vacancy. In filling such vacancy, the Board shall consider the professional qualifications, background, attainments, and other relevant factors, including seniority of all applicants from within the school district, as well as applicants from outside the school district. Provided, however, in all appointments to positions, the Board's decision shall be final and not subject to the grievance procedure.
- I. Any teacher who shall be transferred to an administrative or executive position and shall later return to a teacher status shall be entitled to retain such rights as he/she may have had under this Agreement prior to such transfer to supervisory or executive status.
- J. A bargaining unit member, who has not previously attained tenure under the Michigan Teacher Tenure Act (MCLA 38.71, et seq.) in a position other than as a classroom teacher, who is placed in a position other than a classroom teacher, shall not be deemed to

have tenure in such non-classroom teaching position by virtue of this contract or any individual contract for such non-classroom position, but shall be deemed to have continuing tenure as an active classroom teacher after the probationary period if applicable.

- K. Whenever vacancies occur during the normal summer months the following procedures shall be followed:
1. Teachers with specific interests in possible vacancies will notify the Human Resources Department of their interest in writing during the last regular week of school and shall include a summer address.
 2. Should a vacancy occur, the teachers who have expressed an interest in said position or similar position shall be contacted by the Human Resources Department and notified of the vacancy.
 3. The teachers so notified shall have the responsibility of contacting the Human Resources Department indicating their interest in said position within three (3) days of notification.
 4. Notice of summer postings shall be sent to the association President.
 5. Vacancies will be posted at the district's administration office for a period of five (5) working days.

ARTICLE XI - SENIORITY

- A. Seniority is defined as length of unbroken service within the bargaining unit and shall be computed from the employee's first day of work. All employees shall be ranked on a list in the order of their first day of work as above defined.

In the circumstance of more than one individual having the same seniority date, ties will be broken by applying the following criteria in the order listed:

1. total teaching experience excluding substitute teaching
 2. substitute teaching experience in Huron Valley
 3. by lottery number drawn at the representative council meeting after the discovery of the tie
- B. The seniority list shall be posted in all buildings of the district by the last working day of the first semester of each school year. A copy of the seniority list and subsequent revisions and updates shall be forwarded to the association.

Further, seniority listing for teachers with up to two (2) years more seniority than the most senior teacher on the layoff list shall also include certification, total years teaching experience, excluding substitute teaching, and total length of Huron Valley substitute teaching experience. Should layoff considerations render it necessary, the seniority listing which includes certification and total teaching experience shall extend to teachers who have over two (2) years more seniority than the most senior teacher on the layoff list.

- C. Seniority is lost when employment is severed by resignation, retirement or discharge for cause. However seniority is retained if severance of employment is due to layoff. In cases of layoff, bargaining unit members so affected shall continue to accrue seniority while on layoff status.
- D. Seniority shall continue to accrue while an employee is on an approved unpaid leave of absence.
- E. A member that is on an unpaid voluntary leave of absence of longer than one year (365 days) shall have their seniority frozen and shall not continue to accrue seniority for the remainder of said leave until the first day worked after the conclusion of the leave. The date when the member's seniority shall be frozen will be the 366th day after the start of the unpaid voluntary leave.

When the member returns to work after the unpaid voluntary leave of more than 365 days, their seniority shall be adjusted to reflect the binding, new seniority date on the seniority list.

For historical purposes only, the seniority list will reflect both the binding, new seniority date for the member returning from unpaid voluntary leave and also the old, invalid seniority in parenthesis. The seniority list will reflect the description contained in this section.

ARTICLE XII - STAFF LAYOFF, RECALL AND DISPLACEMENT PROCEDURES

- A. In cases requiring a general cutback or reduction of teachers through layoff from employment the following procedure will be utilized. The Board agrees to layoff only the necessary number of teachers; said layoff of teachers will be one (1) teacher per thirty (30) students.
1. Before official action on a reduction of teachers is taken by the Board, it will give notice in writing to the association of the reduction to afford the association timely opportunity to consult with the Board and to make recommendations concerning the reduction.
 2. As soon as the names of the teachers to be laid off are known, a list of such names in order of layoff shall be provided to the association. This list shall include for each teacher so named the seniority, certification, and qualifications. Individual teachers affected will be notified in writing as soon as possible, but in no case less than sixty (60) days prior to the effective date of the layoff.
 3. In the event of a recall, the Board will institute retraction of lay-off notices in reverse order which, when implemented, will provide that teachers will be re-employed in accordance with the provisions of the Michigan Teacher Tenure Act. The association shall be given the names of all teachers so notified at the time the notices are issued.
 4. The Employer shall be obligated to maintain a laid off teacher's name on an active recall list until that teacher has been given the opportunity to reject or accept a recall offer. Refusal of recall shall be deemed job abandonment, and shall result in termination of all employment rights, unless the refusal is based upon one of the following four reasons: a legal obligation of employment with another Michigan public school district; a written contract of employment which cannot be terminated; refusal of recall to a less than comparable position to the one from which the employee was laid off (e.g., less hours, less pay, or less fringe benefits); or the employee qualifies for and receives a leave of absence for disability, child care, military service, or hardship under the terms of Article XIII. An employee refusing recall shall state the reasons in writing, or shall apply for a leave in writing within five (5) calendar days of receipt of the letter of recall. If the district does not agree that the employee has a basis for refusal of recall or the leave request is denied, the employee shall be notified and given an opportunity to accept recall. An employee who refuses recall because of employment obligations shall remain on the recall list with recall rights as outlined in this Article after the term of the conflicting employment. Employees who refuse recall to less than comparable positions shall remain on the recall list with recall rights as outlined in this Article to the first comparable vacancy for which no other laid off employee has a superior right. The rights of employees who apply for a leave of absence are controlled by Article XIII.

5. Beyond the date of layoff, the Board shall not be obligated to extend to any laid off teacher any of the wages, terms or conditions of employment within this Agreement.

The laid off teacher shall be given the opportunity to remain under group insurance policies at his/her own expense for eighteen (18) months if permitted by the carrier and upon prepayment of premiums by the teacher.

B. Displacement of Teachers

1. Displacement occurs when the number of teachers (or teacher FTE) is reduced within a specific building and/or department (e.g., art, music, physical education, social work, special education, etc.).
2. Displacement within a building and/or department will be determined by district seniority according to certification, FTE, and state and federal requirements.
 - d. A displaced teacher shall be placed in an open position within certification requirements, FTE, and state and federal requirements.
 - e. If no open position exists for the displaced teacher, the teacher shall displace the least senior teacher in the district within certification requirements, FTE, and State and Federal requirements.
 - f. A teacher who is displaced by (b) above shall be placed in an open position or, if no open position exists, shall displace the least senior teacher in the district within certification requirements, FTE, and State and Federal requirements.
 - g. If, after (a), (b), and (c) above, a teacher is still displaced, said teacher shall be notified of layoff in accordance with Article XII of the Collective Bargaining Agreement.
3. A displaced teacher will have the option to return to his/her building if a position becomes available, provided the position becomes available at least fourteen (14) calendar days prior to first teacher workday of the school year. The Human Resources Department shall be responsible for notifying teachers of an open position in their building.
4. This process shall not be contrary to the priority established under the Tenure Act, and nothing herein as stated shall be construed as a waiver of any right that an individual teacher may have under the Tenure Act.

C. Layoff and Recall Procedure

The Board after consultation with the Administration and association shall determine the extent of staff reductions. The following procedures shall be utilized:

1. Probationary teachers shall be laid off according to certification, seniority and qualifications.
2. Tenure teachers shall be laid off according to certification, seniority and qualifications.
3. Certification - The district shall layoff and recall teachers based upon the state certification requirements for the programs determined by the school district. A permanent or continuing certificate shall have priority over provisional certification in cases where the length of service is equal.
4. Within similar certification status situations, layoff and recall will be based on the teachers' seniority.
5. To be qualified for middle school assignments in vocal music, instrumental music, art, home economics or industrial arts, the teacher must have a major or minor or successful teacher experience in that field of specialization.
6. As vacancies occur, tenure teachers shall be recalled first and in inverse order of lay-off. Probationary teachers shall then be recalled. The order of recall for probationary teachers shall be determined in inverse order of layoff as determined by the Board.
7. Before recalling a less senior teacher from layoff, a teacher returning from a leave of absence shall be placed in an open position, provided he/she meets the certification requirements and state and federal requirements.
8. A laid off teacher who has been recalled will have the option to return to his/her building if a position becomes available, provided the position becomes available at least fourteen (14) calendar days prior to the first teacher workday of the school year for which he/she has been recalled. The Human Resources Department shall be responsible for notifying a recalled teacher of an open position in the building or department from which he/she was laid off.
9. No new teacher shall be hired before teachers who are laid off have been offered a position and have declined to or failed to accept the position for any reason.
10. The Board shall not hire a new teacher to a position, which could otherwise be filled by recall or transfer of existing staff, unless such a transfer will have the effect of depleting a school program. However, if a teacher has not taught under an endorsement on their teaching certificate for seven (7) years or longer, transfer of existing staff will occur at the discretion of the district as provided for elsewhere in this agreement. The association will cooperate and render assistance in securing such transfers. The association is to be informed of the reasons if a new hire is still necessary.

- D. In determining proper certification or approval as well as academic credits for purposes of this Article, the records maintained in the Human Resources Department shall be conclusive.
- E. The Board of Education shall give recall notice in two ways:
 - 1. First, the Board representative shall attempt to notify the teacher of an available assignment by telephone. In the event that the Board representative is unable to reach the teacher by telephone within a forty-eight (48) hour period, the second method of contacting the teacher will be utilized.
 - 2. Under this second option of contacting the teachers, the Board shall retract layoff notices by sending a registered or certified letter or telegram to said teacher at his/her last known address. It shall be the responsibility of each teacher to maintain a current address in the Human Resources Department. The teacher's address as it appears on the personnel records shall be conclusive when used in connection with the layoff procedure or cancellation of layoff. If said teacher fails to respond and acknowledge acceptance of the assignment available to him/her within five (5) days from the date of receipt - unless an extension is granted in writing by the Board - said teacher shall be considered to have voluntarily resigned and shall thereby terminate his/her individual employment contract and any other employment relationship with the Board.
- F. The Board will give preference to teachers whose names are on an active recall list in employing permanent and per diem substitutes.
- G. In the event a teacher who has received notice of layoff and files for and receives unemployment compensation, the teacher shall have his/her salary reduced by an amount equal to the unemployment payments received if the teacher is recalled or the notice of layoff is rescinded prior to the effective date of the layoff. This repayment shall be payroll deducted in equal installments prior to December 31 of the year.

ARTICLE XIII - LEAVES OF ABSENCE

- A. Upon written application to the Board a teacher may be granted maternity leave, child care leave, medical leave, professional leave, government service leave, or other leave without pay. A leave may also be granted for the purpose of participating in exchange teacher programs in other states, territories, or countries, foreign or military teaching programs, the Peace Corps, National Teachers or Job Corps as a full-time teaching participant in such programs. As per the law, all such leaves may be renewable. Before being granted a leave of absence, the teacher shall state in writing the intention to return to the school system. Where possible leave requests under this Section shall be given to the Board by May 1 of the year preceding the requested leave. Any teacher returning from a leave of absence shall be offered reinstatement to the previous or a comparable position, if available; if not available, the teacher shall be assigned to a position for which the teacher is qualified provided written notice of intention to return shall be given to the Board by March 1 of the school year in which the leave expires and the teacher is still qualified and competent to perform the teaching duties. The Board may require a medical examination as a prerequisite to reinstatement. Salary increments shall not accrue for medical, maternity leave or child care leave.

During a period of teacher layoffs the Board agrees to grant additional consideration to teacher requests for unpaid leave.

- B. Pregnancy Leave - Sick Leave. Pregnant employees who are actively employed at the onset of any period of disability caused by the pregnancy, childbirth, or other termination of pregnancy, shall be eligible for all sick leave and disability benefits, set forth elsewhere in this contract, on the same basis as employees suffering from other illnesses or disabilities. Such benefits shall be available for the duration of the period(s) of disability as certified by the appropriate medical personnel.

A pregnant employee who is physically able to continue her employment may apply for a voluntary, unpaid maternity leave under the provision of Section A of this Article. This leave will be treated the same as other voluntary, unpaid leaves of absence; including the fact that employees are not eligible for sick leave or disability benefits while on such leave.

At the conclusion of the period of disability caused by the childbirth or other termination of pregnancy, the employees covered by both paragraphs above shall return to active employment unless a child care or other leave has been granted pursuant to Section A of this Article.

The Board reserves the right to require medical verification of illness, disability, or ability to return to work, to the same degree that it may require such verification for other disabilities or the return from other leaves of absence. This limitation also applies to the Board's right to require independent medical verification at its own expense.

- C. Military Leave: Any teacher serving in the United States Armed Forces shall upon termination of such services be offered re-employment in his/her previous position, as set forth in the Michigan Public Act 45 of 1943, provided the teacher has received an honorable discharge, seeks re-employment within ninety (90) days from date of discharge, and is still qualified and competent to perform teaching duties.
- D. A teacher called for jury duty or to give testimony in a court of law (except for court appearances relating to outside employment, suits against the district, or civil action initiated by the employee) shall be compensated for the difference between the teaching pay and the pay received for the performance of such obligation provided the teacher, where possible, notifies the building administration of such fact at least forty-eight (48) hours in advance of the occurrence.
- E. Compassion Leave: A teacher may be permitted to use a maximum of five (5) days in the event of a death in the immediate family. The immediate family shall be defined as parents, mother-in-law, father-in-law, spouse, children, brother, sister, grandparents, or grandchildren. To use this time without loss of pay, the teacher must certify in writing to the Board Office the details of the request. The Superintendent may, at his/her discretion, grant compassion leave for situations other than those mentioned above. The decision of the Superintendent concerning discretionary leaves for situations not included in the definition of immediate family above shall not be subject to the grievance procedure. The Superintendent may also extend the time limit as specified above when he/she feels the situation merits this extension.
- F. Professional days may be granted for educational purposes as agreed upon by the teacher and the principal. Professional days shall be used for the purpose of:
1. Visitation to view other instructional techniques or programs;
 2. Conferences, workshops, or seminars. Teachers may be requested to file a written report within one week of their attendance at such visitation, conference, workshop, clinic or seminar.
- G. Sabbatical Leave:
1. Sabbatical leaves for certified teaching personnel employed by the Board of Education may be granted for one full school year or the second semester of the school year. However, in any school year, the number of teachers granted the request shall not exceed one percent (1%) of the staff. To qualify for consideration for a leave, the teacher must have been employed in the system at least seven (7) consecutive years and must hold a permanent or continuing certificate. It is further understood that a second semester sabbatical leave may be granted only in cases where no major disruption of the educational program will occur as a result of such leave.

2. A sabbatical leave may be granted for one of the following reasons:
 - a. For formal study at an accredited college or university toward an advanced degree.
 - b. For research work under the guidance of competent research personnel.
 - c. Advanced study for a special program or professional improvement.
3. The study or research plans for the year, together with the application for sabbatical leave, must be submitted to the Superintendent for approval, no later than March 15.
4. After due consideration of all applications, the Superintendent shall present each request to the Board with a written recommendation of acceptance or rejection. The teacher involved shall be asked to be present at the meeting when his/her program comes up for consideration by the Board.
5. During the sabbatical leave, the teacher will receive one-half of the salary at the appropriate step for the year or semester the leave is granted. Such pay will be paid in twenty (20) equal installments, or ten (10) in the case of a semester leave, starting with the first regular pay date and continuing through the contractual school year. The teacher shall also receive full fringe benefits. Provided, however, that the Board shall not be held liable for death or injuries sustained by a teacher while on sabbatical leave.
6. A teacher returning from a sabbatical leave shall be offered reinstatement in the previous or a comparable position, if available; if not available, the teacher shall be assigned to a position for which he/she is qualified, provided the teacher is still qualified and competent to perform regular teaching duties. To protect the Board against the teacher's failure to return to a teaching position, the teacher shall execute a non-interest bearing note in the amount of the one-half pay. This note shall be paid off by one of two methods:
 - a. The face of the note shall diminish by an amount equal to one-twentieth of the original face for each eighteen days of service rendered.
 - b. The note shall, upon failure of the teacher to return to the system to teach, be payable in twenty (20) installments, beginning with October 1st of the year the teacher should have returned and continuing for the next twenty-two (22) months, excluding the intervening July and August. During such payments, there shall be added to each payment an amount to cover interest so that the effective rate of interest the Board receives will be one percent (1%) of the unpaid balance per month effective September 1st of the school year the teacher would have resumed a normal teaching position. The teacher shall, after notifying the Board that he/she will not return, have the option of paying the note in full with no interest prior to September 1st of the school year the teacher would have resumed a normal teaching station.

7. Failure to return the second year would require that the teacher make the last ten (10) payments in the same manner as in Section 6. above with the same effective interest rate.
 8. During the sabbatical leave, the teacher shall not be allowed to hold any full-time paid position. However, this section shall not be construed to deny any teacher the right to fellowships, scholarships, grants-in-aid, or other scholastic stipends.
- H. The association President will be released full-time from his/her regular teaching duties. The HVEA and/or MEA and/or NEA shall provide \$5000 annually to the district toward the cost of the HVEA president release time. The specific responsibilities, including assisting the district in its Mentoring program, shall be worked out between the HVEA President and the Superintendent and his staff. Part of the release time responsibilities shall include developing the mentor selection process; program needs, operating criteria, and the expectations of the mentor. Any NEA and MEA Released Time Grants provided the association shall be paid to the district to offset part of the costs of the district.
- I. Officers, chairpersons, or designated representatives of the association may be granted, at the discretion of the Superintendent, short leaves of absence to participate in area, regional, and/or state organizational or business activities of the Michigan Education Association.

In the event such released time is authorized, the association shall reimburse the district for that portion of time a substitute serves. No individual teacher will be granted such leave for more than two (2) days per semester, nor shall more than five (5) teachers be granted such leave on any given day.

- J. Up to two (2) business leave days may be used by each contracted teacher to attend to matters which cannot be taken care of at other times. Reasons for using business leave days will be given in writing to the principal by indicating one of the following categories: religious, medical, legal, family or personal. A teacher planning to use a business leave day shall notify the principal at least forty-eight (48) hours in advance, except in cases of emergency. Business leave days shall not be granted contiguous to a holiday or school recess unless the Superintendent feels that the circumstances of the request warrant the use of such days. Business leave days cannot be used for vacations or association business.

Through an application request, a member can receive up to three (3) days of paid leave time from the Central Sick Leave Bank for the purpose of recognized religious observances during the school year. Said paid leave days shall be deducted from the Central Sick Leave Bank. Applicants must inform building administration and Human Resources of the request no later than 10 calendar days prior to the day being requested. Applications must be completed and delivered to the Central Sick Bank Committee at the same time the member notifies the building administrator and Human Resources of the request.

In the event business leave days are not used during a year, these days may be accumulated in the teacher's sick leave bank. These days shall be granted if the provisions set forth above are followed. However, reasonable restrictions on the number of teachers taking such business leave on a given day may be implemented depending on the number of substitutes.

The Superintendent may, at his/her discretion, grant an additional business leave day upon written request outlining the reasons therefore from the individual teacher. In no

case will such additional business leave day be considered to accumulate. The decision of the Superintendent shall be final and not subject to the grievance procedure.

K. At the beginning of each school year, each teacher shall be credited with ten (10) days to be used for absences of the teacher for reasons outlined below. The unused portion of such allowance shall be accumulated to 180 days. These leave days may be used for the following:

1. Personal Illness or Disability. The teacher may use all or any portion of leave days accumulated to recover from illness or disability which shall include childbirth and complications of pregnancy. Teachers will be required to indicate reasons for absences under the illness or disability leave time provisions of this Agreement on forms furnished by the Board. A completed copy used for personnel records will be returned to the teacher within two days.
2. Illness of an Immediate Family Member. Up to five (5) days per incident for serious illness or medical care of the spouse, son or daughter, or other dependent which requires the presence of the teacher in order to provide the necessary care, or critical illness of the immediate family as defined in Section E. of this Article. Additional days may be granted by the Superintendent pursuant to Section E. of this Article.
3. Bargaining unit members employed prior to July 1, 1989, who have individual Sick Leave Banks accumulated from such prior employment shall retain those individual banks as part of their individual accumulated sick leave. Effective with the 1989-90 school year, a bargaining unit member may accumulate up to an additional twelve (12) days of sick leave time in a given school year.

L. Central Sick Leave Bank.

1. The association will operate a Central Sick Leave Bank on a mandatory basis. The association will establish a committee to administer the Central Sick Leave Bank and to provide the information whereby the Business Office will keep the records. The Executive Director of Human Resources will serve in the capacity of an adviser to the committee. The initial guidelines for the operation of the Central Sick Leave Bank have been developed jointly by the parties through collective bargaining. The association shall make the Sick Bank guidelines available to each teacher within ten (10) days after completion of the guidelines. The association will appraise teachers in a timely fashion of guideline changes thereafter.
2. The Central Sick Leave Bank will be established on July 1, 1989. It shall be initially funded on that date by a mandatory donation of two (2) days sick leave from the 1989-90 allocation of sick days to each member of the bargaining unit. If the number of days in the Central Sick Leave Bank falls to one hundred (100) days at any time up to and including August 20, 1991, the Board of Education shall make a contribution of one (1) day per member of the bargaining unit to the Central Sick Leave Bank to replenish it. Thereafter, if the number of days in the Central Sick Leave Bank falls to one hundred (100) days, each member of the bargaining unit shall make a mandatory contribution of one (1) of his/her sick leave days to the Central Sick Leave Bank to replenish it.
3. In addition to the above, every teacher new to the district will donate two (2) days of his/her individual leave upon commencement of his/her employment.

4. Any bargaining unit member who leaves the employ of the Huron Valley School District effective on or after June 9, 1989, shall donate one-half of his/her unused sick leave to the Central Sick Leave Bank.
5. A bargaining unit member will not be able to withdraw the individually contributed days.
6. The first fourteen (14) consecutive workdays of illness or disability will not be covered by the Central Sick Leave Bank but must be covered by the person's own accumulated leave or as absence without pay.
7.
 - a. A person credited with less than fifty (50) leave days at the beginning of the school year will not be able to use days from the Central Sick Leave Bank until his/her leave days are depleted.
 - b. A person credited with fifty (50) or more leave days at the beginning of the school year will not be able to withdraw days from the Central Sick Leave Bank until his/her leave days are depleted to fourteen (14) days.
8.
 - a. An individual may withdraw the number of days from the Bank necessary to result in no loss of wages for one year, subject to numbers 6. and 7. above.
 - b. An employee with a disability is required to seek disability coverage. To address long term disability applicants that are denied long term disability by the carrier, the parties agree that in such instances, the teacher shall appeal the denial through the process provided by the LTD carrier and that the teacher shall draw days from the Central Sick Bank at a rate equal to that of the LTD salary percentage (currently 65% of salary) for the number of days necessary to reach the allowable 365 calendar days as specified in the collective bargaining agreement. (Grandfather current employees in the LTD appeal process).
9. Persons withdrawing leave days from the Bank will not have to replace these days except as a regular contributing member of the Bank.
10. Should the association require an employee to be evaluated by a physician of the association's choice prior to determining his/her eligibility or continuing eligibility, the results of such an evaluation will be shared with the Administration and will become part of the employee's personnel file.
11. It is expressly understood that Central Sick Leave Bank days are granted to ensure pay for days on which the individual member is ill or disabled, and such days are not available for illness or disability of family members.
12. It is expressly understood that employees who are granted days from the Central Sick Leave Bank shall be deemed employees on leave of absence with pay, and shall receive full pay and benefits for all such days.
13. A recurrence of the same illness or disability shall be treated in the same manner as a recurrence of the same illness or disability is treated in the Long-Term Disability insurance called for in Article XIV of this Agreement. Specifically, if the rules and regulations of the Long-Term Disability insurance policy do not require an additional waiting period to qualify for Long-Term Disability insurance, no new waiting period will be required for access to the Central Sick Leave Bank. In this event, the eligibility for days from the Sick Bank will cease when the waiting period for LTD insurance benefits has been met and those benefits commence. If the LTD carrier does not

deem the new illness to be a recurrence of the same disability and requires a new waiting period for eligibility for LTD benefits, the employee shall be required to fulfill a waiting period for Central Sick Leave Bank days as set forth in paragraphs 6 & 7 above. In this circumstance, the employee shall be eligible for days from the Central Sick Leave Bank for the entire duration of the new LTD waiting period, until eligibility for LTD benefits is established/re-established subject to paragraphs 6 & 7 above.

- M. The Board agrees to grant an unpaid leave of absence for up to one year to those persons disabled due to mental or nervous conditions in the event the LTD insurance for these disorders does not provide continuous coverage. This leave may be extended at the Board's discretion. The initial leave of up to one year may be initiated by the request of the teacher or by the Board consistent with procedures set forth in the Tenure Act.

ARTICLE XIV - INSURANCE PROGRAM

- A. Hospitalization Insurance: The Huron Valley Board of Education shall provide hospitalization insurance for all employees covered by this Master Agreement on the following basis:
1. a. All HVEA employees shall be offered MESSA Choices PAK with single/family annual deductible of \$200/400, a SaverRX prescription co-pay of \$10/40, and office visit co-pay of \$10. Members shall select either PAK A or PAK B.
 - b. Effective with the commencement of the 2010-11 school year, each employee receiving health insurance shall contribute \$60 per month (\$720 annually) toward the medical health insurance premium.
 - c. Payments for employees' health insurance contributions, as defined above, shall be deducted pre-tax in even amounts spread over employee pay periods as determined by the board, effective with the first payroll of the 2010-11 contract year or as soon thereafter as possible.
 - d. To account for the employee contribution toward the health insurance, the annual employee maximum contribution for flexible spending accounts shall be increased by \$1,000 as soon as allowable by IRS regulations.
 - e. Effective July 1, 2011, the maximum annual increase in medical insurance premium paid by the district shall not exceed eight percent (8%) of the current rates. The Association reserves the right to determine how an increase in excess of eight percent (8%) shall be accounted for, i.e., add riders, co-pays, change amount of premium contribution, change in health plan, change carrier, etc.
2. Health and hospitalization coverage shall be available on the basis of a twelve month insurance year for each employee and his/her eligible dependents. Domestic partner coverage is available, at the employee's expense, as allowed by the insurance carriers.
 3. Hospitalization insurance shall be available to all teachers in the bargaining unit. Provided, however, that any teacher who is otherwise covered for hospitalization insurance shall not be eligible for hospitalization insurance under this Agreement. Insurance for part-time teachers shall be provided on a pro-rata basis. Example: 2/5 teacher, the Board shall pay 2/5 of the insurance premium.
 4. New full-time employee insurance shall become effective when MESSA requirements are met.
 5. Teachers eligible for Medicare shall have such premiums paid by the Board, provided that the total premium amount does not exceed the amount the teacher would otherwise be eligible for under health insurance.
 6. Any teacher not enrolled in a health insurance program provided in this Agreement may elect, at Board expense, to take the following option program: Any of the deductions provided under ARTICLE II, E., parts (2) and (3), up to \$3,248 (2005-06) and \$3,281 (2006-07). This allowance shall be increased each year by the same percentage as the increase in the salary schedule. Participants in this option plan shall have the opportunity to readjust choices when subsidy amounts change.

B. The Board shall select the insurance carrier and support the cost of a forty-five thousand dollar (\$45,000) life insurance policy for every full-time teacher. Further, in the event of the accidental death of a teacher covered under this policy, the effective amount of such coverage shall be doubled, (coverage to specify AD&D). Insurance for part-time teachers shall be provided on a prorata basis.

C. The Board shall provide long-term disability (LTD) insurance to each employee covered by this Agreement. Plan of Benefits:

1. If the insured person is disabled beyond the one hundred eighty (180) calendar day eligibility period, benefits shall then be payable at the rate of up to 66 2/3% of monthly salary, not to extend beyond age 65. The long-term disability plan will include nervous and mental conditions on the following basis: In-patient, duration of illness; out-patient for up to two (2) years.
2. Benefits shall commence after one hundred eighty (180) calendar days of illness or disability.
3. The LTD insurance shall provide for a social security freeze provision and primary only social security as an offset, and other offsets as established in the carrier's policy.
4. Teachers who (a) are on an extended sick leave which began before the end of the 2007-08 school year and continued into the 2008-09 school year and (b) have exhausted their sick leave days shall be entitled to the LTD insurance provisions contained in the 2003-2008 Collective Bargaining Agreement.
5. An employee with a disability is required to seek disability coverage. To address long term disability applicants that are denied long term disability by the carrier, the parties agree that in such instances, the teacher shall appeal the denial through the process provided by the LTD carrier and that the teacher shall draw days from the Central Sick Bank at a rate equal to that of the LTD salary percentage (currently 65% of salary) for the number of days necessary to reach the allowable 365 calendar days, extended in equal proportion to receive the maximum 180 paid days, as specified in the collective bargaining agreement. (Grandfather current employees in the LTD appeal process).

Example: an employee uses 120 paid leave days (CSB and personal bank) to fulfill the 180 calendar day elimination period; however, the employee is denied LTD coverage by the carrier. The employee appeals the denial and shall then draw leave days from personal bank and/or CSB at 65% of a day and the number of days the employee may receive the reduced rate are extended for an equal proportion of time.

120 days at full pay to reach LTD

Assumption: Employee has 47 days in personal sick bank

LTD claim is denied

Employee is paid 63 days (47 days x 1.35 – days prorated to 65%)

Employee is paid for no more than one year from the commencement of the leave

D. The Board shall retain the right to select and name the carrier of this insurance with the following specifications:

1. A reputable insurance company with experience in teacher long-term disability coverage;

2. Immediate availability of field representatives;
 3. Definite time procedure for pay back which is acceptable to both the Board and the association;
 4. Proven reliability in fulfilling contracts;
 5. Detailed list of claims paid out to each employee, including name, date, reason for payment, in addition to composite figures;
 6. The coverage shall include maternity disability benefits, and eligibility waiting periods as defined in this collective bargaining agreement.
 7. Teachers on long-term disability will have their health insurance only continued for one hundred eighty (180) calendar days beyond the date of eligibility as determined by the carrier. Teachers must complete forms provided by the insurance company to make claims against it. The insurance company shall have the right to demand medical evidence of the inability of a teacher to work from either the employee's personal physician or one named by the company.
- E. LTD information and insurance claim forms will be available at the Human Resources Office. Dental and vision insurance information and insurance claim forms will be available at each building.
- F. The Board shall select the insurance carrier and support the cost of the dental plans set forth for all employees covered by this Master Agreement and their eligible dependents. Domestic partner coverage is available, at the employee's expense, as allowed by the insurance carriers.
1. The Board shall provide:
 - a. 80% Class I benefits which shall include the following services: examinations, radiographs, patient consultations, preventative treatment (primary prophylaxis and topical fluoride treatment), fillings, crowns, jackets, oral surgery (primary extractions), endodontic and periodontic services, and
 - b. 50% Class III benefits which shall include orthodontic services at a \$2,500 lifetime maximum benefit per eligible insured person.
 2. In addition to the benefits described above, the Board shall provide 80% Class II dental coverage. The Class II coverage shall include these services: bridges, partials and full dentures.

The maximum benefit per person for Basic (Class I) and Major (Class II) combined is \$1,500 per calendar year.
 3. Any employee covered by another group dental plan shall not be eligible for the plans outlined in 1 and 2 above, but shall receive the same benefits as set forth in 1 and 2 above in the following manner: 50% Class I benefits, 50% Class II benefits, and 50% Class III benefits.
 4. Where applicable, the dental programs described above shall provide for both internal and external coordination of benefits.

The maximum annual benefit for those teachers on a job share will be one-half (1/2) of those listed above.

- G. The Board shall provide, without cost to all employees and their eligible dependents, VSP-2 MESSA vision coverage subject to coverage plan provisions including coordination of benefits, which shall be effective the first day of the month following ratification of this Agreement. Domestic partner coverage is available, at the employee's expense, as allowed by the insurance carriers.

The maximum annual benefit for those teachers on a job share shall be one-half (1/2) of those listed above.

- H. A teacher who fulfills his/her contract and resigns at the end of the school year shall have the insurance coverage listed in this contract continued at district expense through August 31 of the year in which the teacher severs employment.

- I. In the event of the death of a bargaining unit member, the employer shall continue payment of premiums for applicable health and dental insurance, including coordination of benefits, through the then current insurance year, provided that such dependent coverage is not otherwise available to the eligible dependents, and provided the insurance policy permits such continued dependent coverage.

- J. Insurance benefits for a teacher who is laid off or who resigns during the school year for health reasons, or for other mutually agreeable reasons, will be extended to reflect the pro-rata portion of the work year, which was completed.

K. General Insurance Provisions:

1. The terms and any contract or policy issued by an insurance company hereunder shall be controlling as to all matters concerning benefits, eligibility, and termination of coverage, and other related matters.
2. The Board, by payment of the premium payments, shall be relieved from all liability with respect to the benefits provided by the insurance coverage as above described. The failure of an insurance company to provide any of the benefits for which it has contracted for any reason shall not result in any liability to the Board or the association nor shall such failure be considered a breach by either of them of any obligation.
3. Differences between employees or beneficiaries of employees and any insurance company shall not be subject to the grievance procedure. However, the Board will exert every effort to assist in resolving such problems.

ARTICLE XV - GRIEVANCE PROCEDURE

- A. The provisions of the Michigan Tenure of Teacher Act (Act No. 4, Public Act of 1937) as amended shall be relied upon exclusively by all parties in connection with all matters covered thereby. This means that when tenure charges are acted on by the Board of Education, or when a teacher appeals an adverse decision to the Tenure Commission, the teacher's remedy shall be through the procedure outlined in the Tenure Act and he/she shall be prevented from using the grievance procedure to remedy such charge.
- B. The primary purpose of the grievance procedure is to provide an amicable means of resolving conflicts, which may arise during the term of this Agreement without interruption of the school program. Further, it is the purpose of this procedure to secure at the lowest level possible equitable solutions to the problems of the parties and to assure that a complaint is processed and considered fairly, with all due speed, and without prejudice or reprisal.
- C. The Board and the association agree that grievance proceedings shall be kept as confidential as may be appropriate at each level of the procedure. Further, it is agreed that the use of the grievance procedure shall not be cited as a factor in the evaluation of an individual's character or performance.
- D. No grievance shall be processed unless it is presented within twenty (20) working days of its occurrence.
- E. A "Grievance" is a claim based upon a teacher's, group of teachers', or the Huron Valley Education Association's belief that there has been a violation, misinterpretation or misapplication of a provision of this Agreement or any existing rule, order or regulation of the Board specifically establishing a procedure for redress relating to wages, hours, terms, or conditions of employment. The terms of a claim may be applied to Steps 1 through 3 of the grievance procedure. Step 4 may be applied only for a violation, misinterpretation or misapplication of any provision of this Agreement.

The grievance procedure shall not apply to any matter which is prescribed by law, or state regulations over which the Board is without power to act. In addition, the Board shall not be liable when a problem arises from specific provisions of any insurance carriers policies; however, the Board will exert every effort to assist in resolving such problems. An "aggrieved person" is the person or persons making the claim. A grievance may be filed by any aggrieved teacher. A grievance may also be filed by the association whenever the grievance applies to more than one building or when a group of teachers with a common complaint have requested such action.

- F. During Steps 2-4, where a grievance is submitted in writing, the written statement shall clearly specify:
 - 1. The specific section of the Master Agreement or the specific Board rule or regulation allegedly violated.
 - 2. When this alleged violation occurred.
 - 3. In what way there has been a violation, misinterpretation, or misapplication of this Agreement or rule or regulation of the Board.

4. The results of the previous step in the grievance procedure and why such results were unsatisfactory.
 5. The name or names of the aggrieved person or persons, the manner in which they have been injured, and the proposed remedy or remedies for resolution of the grievance.
- G. An aggrieved person or the association believing that they have a grievance as defined in Section D. may file the grievance as follows:

Step 1. The aggrieved person shall first discuss the matter with the principal with the objective of resolving the matter informally. A representative of the association may be present. The aggrieved teacher shall confirm in writing to the administrator that he/she is instituting Step 1 of the grievance procedure under the Master Agreement.

Step 2. In the event the matter is not resolved informally, the grievance must be submitted in writing (see Section F, 1-5) and presented to the principal or designee within ten (10) working days (calendar days shall be substituted for working days during the summer vacation period). Within ten (10) working days of receipt of the written grievance, the principal shall meet with the grievant. The principal or other designated representative of the Board shall, within ten (10) working days after such meeting, render a written decision detailing the disposition of the grievance. A representative of the association may be present at any meetings held at Step 2.

Step 3. If the grievance resolution is unsatisfactory, it can be appealed to the Superintendent or the Superintendent's designee within ten (10) working days. The Superintendent or the Superintendent's designee shall within ten (10) working days after receipt of the written grievance meet with the aggrieved person in an attempt to resolve the matter. A representative of the association may be present at this meeting. Within ten (10) working days following the meeting between the aggrieved and the Superintendent or the Superintendent's designee, the Superintendent or the Superintendent's designee shall answer the grievance in writing and shall forward said answer to the grievant.

Step 4. Only grievances dealing with violation, misinterpretation or misapplication of a provision of the Master Agreement are acceptable as subject matter for consideration at Step 4. If the association is not satisfied with the disposition of the grievance by the Superintendent or the Superintendent's designee, or if no written answer has been made within ten (10) working days from the meeting with the Superintendent or the Superintendent's designee, the grievance may be submitted to arbitration before an impartial arbitrator.

Within ten (10) school days after the date of a written request for submission of the grievance to arbitration, representatives of the Board and the association shall make every reasonable effort to agree upon a mutually acceptable arbitrator. If the parties are unable to mutually agree upon the selection of an arbitrator during the above stated time period, then the association shall file a request with the American Arbitration association for a list of qualified arbitrators. The arbitrator shall be selected in accordance with the rules and regulations of the American Arbitration association. The Board and the association shall be permitted to present only issues, concerns and evidence previously disclosed to the other party as admissible evidence at a hearing before an arbitrator. It shall be the function of the arbitrator, and he/she shall be empowered except as his/her powers are limited below after due investigation, to make a decision in cases of alleged violation, misinterpretation or misapplication of the Master Agreement between the Board and the association.

1. The arbitrator shall not have the right or power to add to, subtract from or otherwise alter the terms of this contracted Master Agreement.
2. No Board of Education rules, policies or regulations can be the subject matter of binding arbitration hearings or subject to an arbitrator's decision.
3. All claims for back wages shall be limited to the amount of wages that the employee would otherwise have earned less any compensation that he/she may have received from any sources during the period of back pay.
4. The arbitrator shall have no power to rule on any of the following:
 - a. The termination of services or failure to re-employ any probationary teacher.
 - b. The termination of services or failure to re-employ any teacher to a position on the extra-curricular schedule.
5. Any grievance occurring during this agreement period shall be processed according to this Master Agreement.
6. Additionally, both the Board and the association agree to:
 - a. Be bound by the award of the Arbitrator and agree that judgment thereon can be entered into any court of competent jurisdiction.
 - b. Share the fees and expenses of the Arbitrator equally. Teachers called by the association as witnesses will be granted leave with pay for the time required. The association will be billed for the cost of a substitute teacher. All other expenses shall be borne by the party incurring them and neither party shall be responsible for the expenses of a witness called by the other.

- H. It is understood that the steps set forth in Section E. relating to the specific procedure for processing grievances and the time limits set forth in Section F., Steps 1 through 4, shall be strictly adhered to. Failure to comply with the aforementioned provisions of this grievance procedure at any step shall be considered substantive and shall mean default by the party failing to conform unless by previous mutual consent of the parties.
- I. Any grievance initially presented at the wrong step of the grievance procedure will be referred back to the appropriate step without faulting the grievance.
- J. For administrative convenience, the Board may cause complaints, which may be subject of grievance in Step 1 of Section F. first to be presented to an assistant principal or central office administrator, for informal grievances handled under the grievance procedure herein established.
- K. A teacher engaged during the school day on behalf of the association for any emergency situation in any of the grievance procedures detailed in this Article shall be released from regular duties without loss of salary and without charge against any leave allowance.
- L. If the Board and/or its representatives believe there has been a violation, misinterpretation, or misapplication of any provisions of this Agreement, they may file a grievance with the association. Such grievance shall be in writing and shall set forth the issue involved. Any item introduced into the grievance procedure shall be resolved within the confines of this Article. Representatives of the parties shall meet within fifteen (15) working days after receipt of such grievance and work toward the resolution of the issue.
- M. The records of grievances must be kept separate from the personnel file.

ARTICLE XVI - ACADEMIC FREEDOM

- A. It is understood that no special limitations shall be placed upon study, investigation, and presentation of facts and ideas concerning human society, the physical and biological world, and other branches of learning subject to accepted standards of professional responsibility.
- B. It is recognized that teachers have a dual role in their relations with the public that complicates decisions from time to time concerning their responsibility. Teachers may have to decide between their responsibility as professionals employed by the school system on the one hand or as members of the community on the other when differences of opinion arise concerning goals or operations of the schools.

The parties further recognize that the first amendment rights of teachers must be protected, but also that the Board must be protected from receiving complaints other than through normal channels for handling complaints or grievances from teachers.

- C. Teachers are expected to assume full responsibility of citizens living in a democracy. These include: voting, discussing the social, political and economic issues of the day in public meetings; supporting candidates; accepting appointive or elective office; or holding office in political parties provided, however, as to the foregoing, that it is understood that teachers take such actions as individuals and not as representatives of the school district.

ARTICLE XVII - PROFESSIONAL PERFORMANCE AND ACCOUNTABILITY

- A. It is recognized that professional persons are required to possess specialized knowledge, which results from long and intensive academic preparation. It is further recognized that actively engaged professionals must demonstrate the consistent and repeated ability to define their objectives and to measure their degree of success in satisfying those objectives. In as much as the primary objectives of teachers are related to the learning of those students assigned to them, it is necessary for teachers to define the objectives of their professional performance in terms of student learning and to provide the means of determining the degree of student learning that results. In recognition of the above, it is agreed that each teacher will develop performance objectives which shall be in terms of student learning.
- B. It shall be each teacher's responsibility to provide opportunities to discuss educational objectives and student progress with parents of all children assigned to the teacher.
- C. Each teacher, upon request of the principal, shall have a conference to explain the teacher's educational objectives and method used for keeping parents informed.
- D. In support of the responsibilities of the Article, the principles and expectations outlined in the Huron Valley Student Success and Achievement Initiative is recognized as a profession responsibility of all teachers. Teachers are expected to individually and collectively engage and support the Initiative principles and apply professional knowledge and skills to incorporate the Student Success and Achievement document principles and activities in their professional work. These principles and activities include, but are not limited to the following:
 - 1. The consistent delivery of the district's curriculum.
 - 2. Utilize best instructional practices to enhance teaching and learning.
 - 3. Manage and track the individualized learning of every student.
 - 4. Provide individualized plans for students underachieving in the four (4) core subject areas.
 - 5. Utilize data to improve student achievement.
 - 6. Individualize instruction to meet the instructional needs of students.
 - 7. Work in collaboration with other staff members to improve collective student achievement.
 - 8. Work in collaboration with parents and other resource personnel regarding student success and achievement issues.

It is understood and mutually agreed that this section (B) of the Master Agreement is intended to align and coordinate with other pertinent and appropriate sections of the Master Agreement and with other initiatives such as, but not limited to the Strategic Plan, Challenge of Change, Professional Development, and Teacher Evaluation.

- E. Enhancing student achievement is of primary importance for all district staff members. The Student Success and Achievement Initiative (SSAI) is mutually supported and is considered to be a priority responsibility for teachers and a priority for the district in terms of support for staff. To this end, the Student Success and Achievement Initiative Committee (SSAIC) is created.
 - 1. The SSAIC is charged with developing precise definitions, strategies, and organizational delivery systems for each of the components (Attached). The

Committee is asked to view the Initiative as a systemic effort to improve instruction and therefore develop strategies for the SSAI to be incorporated and sustained in the individual and collective work of the district staff.

2. The SSAIC shall be a joint committee, co-chaired by a representative of the Board and Association. Regular membership on the Committee shall be up to three representatives from each of the two bargaining teams and other resource staff as determined by the Committee.
 3. The SSAIC is expected to provide a comprehensive report with recommendations to the Board and Association bargaining teams. The report will provide a blueprint for the Student Success and Achievement Initiative that is aligned with the district's Strategic Plan, Challenge of Change, and Board goals.
- F. By successfully adhering to the foregoing procedures, a teacher shall be considered to have demonstrated accountability as a professional.

ARTICLE XVIII - PROFESSIONAL DEVELOPMENT

A. Professional Development

2010-2011 Professional Development

	EL	MS	HS
Tuesday, August 31, 2010 <i>Opening Day</i> <i>(Tuesday prior to Labor Day)</i>	7 hrs 30 mins	7 hrs 30 mins	7 hrs 30 mins
Tuesday, November 2, 2010	7 hrs 30 mins	7 hrs 30 mins	7 hrs 30 mins
Wednesday, January 12, 2011 <i>(Early Release)</i>	4 hrs	4 hrs	4 hrs
Wednesday, February 23, 2011	7 hrs 30 mins	7 hrs 30 mins	7 hrs 30 mins
Tuesday, March 22, 2011 <i>(Early Release)</i>	4 hrs	4 hrs	4 hrs
Thursday, May 19, 2011 <i>(Early Release)</i>	4 hrs	4 hrs	4 hrs

Total Professional Development Hours 33.0

*August 31, November 2, and February 23, 30 minute duty-free lunch part of 7 hour 30 minute day

The content of building level professional development meetings will be established by the School Improvement Team / Professional Learning Community (SIT/PLC) or Building Professional Development Committee (PDC) in conjunction with the principal. Members may attend professional development workshops that are held at other buildings to satisfy contiguous time requirements.

B. District Wide Professional Development Committee (PDC)

A district-wide Professional Development Committee (PDC) shall be formed consisting of members selected by the association and members selected by the Administration. The responsibility of this committee will be to:

1. Determine the division of the number of hours for district-wide staff development and building staff development;
2. Coordinate planning;
3. Identify district needs and focus;
4. Resolve disputes regarding the validity of individual member hours;
5. Coordinate in-district SB-CEU's and college credits;
6. Monitor and adjust professional development activities.

This committee will make plans for the next school year by the first day of June of the previous school year. They shall also meet once a semester to monitor all professional development activities in the district. This committee will operate on a consensus base.

A formal meeting time will be established each Tuesday in August to specifically discuss and plan for opening day programming and contingency plans.

C. School Improvement Team (SIT) or Professional Development Committee (PDC)

Each building will use their existing School Improvement Team (SIT) to work on building needs or form a building Professional Development Committee (PDC) to do the same. If a building Professional Development Committee (PDC) is used, the structure and make-up will be determined by that building. The team or committee will work collaboratively with the building principal to:

1. Survey staff for professional development needs;
2. Develop professional development strategies and plans, not only for the building, but for district initiatives at the building level;
3. Report to the district Professional Development Committee (PDC) regarding building strategies and plans.

The building strategies and plans will be sent back to the district Professional Development Committee (PDC) by June 1 of each year. This committee is open to all building staff members who desire to participate.

ARTICLE XIX - SEVERANCE PAY

- A. Qualified teachers will receive severance pay based on the table below. To qualify for severance pay the teacher must have been employed for a minimum of fifteen (15) years in Huron Valley and must be holding a teaching assignment. Exchange leaves and sabbatical leaves shall count as years of service for purposes of computing severance pay.

The percentage of severance pay shall be based upon the teacher's last year's salary, exclusive of premium pay; provided however, that the teacher who completes the first semester of the school year receives severance pay, if otherwise eligible, on the then current salary schedule, while the teacher who does not complete the first semester receives severance pay on the previous school year's salary schedule.

<u>Years of Service</u>	<u>Percentage of Severance Pay</u>
15	4.5
16	5.0
17	5.5
18	6.0
19	6.5
20	7.5
21	8.0
22	8.5
23	9.0
24	9.5
25	10.5
26	11.0
27	11.5
28	12.0
29	12.5
30	14.0

- B. There will be a reimbursement to retirees of \$40.00 for each unused sick day over 100 the employee has accumulated to a maximum of eighty (80) days.
- C. Severance and sick day reimbursement payments will be deposited directly into the Huron Valley Schools non-elective tax-deferred plan, in accordance with current IRS regulations.

If the payments exceed the IRS limits, excess funds shall be distributed in this same manner to the non-elective tax deferred plan during the month of January in the next calendar year.

If individuals have yet to attain the age of 55 and elect to withdraw their funds and as a result incur an early withdrawal penalty by the IRS, the members will be reimbursed by Huron Valley so as not to suffer a loss of funds. Individuals covered by this provision shall declare whether or not they plan to withdraw the money early and incur the penalty no later than the final day of the school year of their separation.

Individual members shall select an IRS approved non-elective tax-deferred plan Administrator.

The parties agree to renegotiate the program should there be a change by the applicable Internal Revenue Service tax rulings.

ARTICLE XX - MILEAGE

- A. Teachers shall not be expected to transport students to and from school activities in their personal cars.
- B. The Board's mileage reimbursement rate shall be the maximum allowed by the Internal Revenue Service per mile.
- C. Teachers who provide their own transportation shall be reimbursed for:
 - 1. travel between duty stations
 - 2. travel to and from approved conventions and conferences and
 - 3. other authorized travel on school business.
- D. The Board shall instruct all teachers in the district of the procedures for reimbursement.

ARTICLE XXI - SALARY SCHEDULE

- A. The salary of all teachers covered by this Agreement shall be listed in Schedule A. The pay schedule for compensable, extra-curricular activities and duties shall be listed in Schedule B. Both Schedules A and B shall be attached hereto and made part of this Agreement.
- B. No teacher shall be given credit for experience beyond level five (5) of the salary schedule unless the teacher shall have qualified for a temporary vocational authorization, occupational, provisional, continuing, professional, or permanent teaching certificate valid in the State of Michigan. The provisions of this section shall apply specifically (but not exclusively) to teachers with "emergency" certificates, and it shall also apply to teachers who fail to qualify within the allotted time for a continuing certificate.
- C. It is understood by both parties that those teachers who were employed by the district during the 1969-70 school year under Lane B of the salary scale shall remain on Lane B without the attainment of further hours; provided however, that all other teachers shall be subject to Lane B as provided. Further, those teachers now on Lane D because they attained the B.A.+51 semester hours by March 15, 1979, shall be retained on Lane D without the attainment of further hours; provided however, that all other teachers shall be subject to Lane D as shown.
- D. The established procedure for lateral salary advancements will be: Teachers who submit transcripts attesting to their completion of graduate semester credit hours shall receive salary schedule credit provided said transcripts are transmitted to the district's Human Resources Department by October 15 for the first semester and March 15 for the second semester. Salary adjustments shall be made retroactive to the first day of the semester.

To be eligible for additional credit on the salary schedule, graduate semester credit shall be defined as: a graduate level course within, or that applied to, a planned graduate degree program at an institution that is accredited by at least one of the agencies listed below. All such credit hours must be graduate semester credit hours and reported on an official transcript from a college, university, or program, which is accredited by the appropriate regional or national agency for accreditation of educational programs through the National Council for Accreditation of Teacher Education (NCATE) or by the appropriate regional institutional accrediting agencies, specifically:

- North Central Association of Colleges and Schools (NCA);
- Middle States Association of Colleges and Schools;
- New England Association of Schools and Colleges;
- Northwest Commission on Colleges and Universities;
- Southern Association of Colleges and Schools; or
- Western Association of Schools and Colleges

Appropriate exceptions may be made by mutual consent between the Board and the association.

The parties agree to the combination of the M.A. and the B.A.+36 hours in a single salary Lane C. The parties further agree to the combination of the Ed. Specialist and the M.A.+36 hours in a single salary Lane E, provided that the college graduate semester credit hours for the above apply directly to the improvement of the teacher as it relates to the teaching assignment.

- E. Any teacher who is employed by the district prior to the end of the first semester and who continues such employment for the remainder of the school year shall receive credit on the salary schedule for a full year's employment. Any teacher who is employed after the end of the first semester and who continues such employment shall be placed on the same experience level for the ensuing school year. Any teacher who is recalled after the end of the first semester and who continues such employment shall be placed on the next experience level for the ensuing school year.

Teachers who were on Step 11 of Lane A-1 in the 1985-86 school year shall be placed on Step 10 of the 1986-87 Lane A-1. Teachers employed during the 1985-86 school year who were on Steps 1 through 10 of Lane A-1 in the 1985-86 school year shall be placed on the Step of the 1986-87 Lane A-1 which has the same number as the Step on which they were placed in 1985-86. Thereafter, they shall progress one Step on Lane A-1 each year. New hires in the 1986-87 school year, and thereafter, who receive credit on Lane A-1 for outside teaching experience, shall be placed on the same Step of Lane A-1 as a teacher who has the same amount of experience in the bargaining unit.

- F. The association and the Board agree that no teacher hired on Schedule A (B.A.) after November 1973, shall be advanced beyond step five of that schedule unless the teacher has an occupational education certificate or a temporary vocational authorization as their sole teaching credential. Further, it is agreed that a teacher who is not advanced beyond step A-5 (B.A.) because the minimum 18 semester hours have not been attained, shall, at the time advancement is made to Schedule B (B.A.+18), or other applicable schedules, be given credit on such schedule for the number of years the teacher was retained at step A-5.
- G. Any teacher within the bargaining unit having a doctoral degree shall receive a stipend at a rate of \$1,452 for 2008-2009 and 2009-2010 over the appropriate step on Schedule E, provided that the advanced degree applies directly to the improvement of the teacher as it relates to the teaching assignment.
- H. Teachers who are newly hired in the district who have previous teaching experience will be granted credit on the Salary Schedule of this Agreement in the lane which corresponds to the educational level attained by the teacher at the time of hire. The teacher will receive one year of credit on the Salary Schedule for each year of experience credit, granted or attained, on the salary schedule of a public educational institution. For teachers who are newly hired into a bargaining unit position other than classroom teachers, credit will be granted in accordance with the above stated limitations for previous professional employment in a position related to the position for which the teacher is hired. Previous experience in substitute teaching or as a para-professional shall not be included in the granting of previous teaching experience. Up to five (5) years of experience shall be granted. Any experience granted above five (5) years must equate to the teacher's total teaching experience as identified in this section and shall be at the discretion of the district.
- I. Any eligible bargaining unit member may purchase MPERS Service Credit with pre-tax salary reduction through payroll deduction.
- J. In keeping with the current practice of allowing compensatory "comp time" for certain situations including, but not limited to counselor services in the summertime:

ARTICLE XXII - CONTRACT MAINTENANCE COMMITTEE

The Board and the association agree to form a joint district committee entitled the Contract Maintenance Committee (CMC) consisting of five (5) members appointed by the Administration and five (5) members appointed by the association. The purpose of this committee will be to discuss areas of mutual concerns that arise during the life of the Master Agreement to try and resolve issues before they become problems. This committee may replace other district-wide groups by consensus of the group.

Issues addressed by the CMC should be global in nature and not specific to an individual. Only the teams may bring issues to the CMC, not individual members of the respective parties. Items that come before the committee are heard by mutual consent and the CMC will also mutually agree on the number of issues that will be brought to this committee. The CMC is empowered to resolve issues within the existing decision-making framework of their respective constituency.

The parties agree that before an issue is brought to the CMC, the party bringing the issue should try to resolve it at the lowest possible level in the district. Any issue that is being processed through the grievance procedure will not be taken to the CMC, unless the parties mutually agree to put the grievance on hold and waive the contractual timelines of the grievance procedure. No issues involved in the total compensation framework agreed to by the parties will be brought to the CMC.

At each meeting at least three (3) members from each team must be present for a quorum to be established. The team members of each party will remain constant for a length of time established by the committee. At the end of this time, either party may replace some or all of the appointed members. Members of the committee will be trained in interest-based bargaining and the consensus model will be used for decision-making. Subcommittees and resource persons may be used by consensus of the group. The first meeting of the CMC will be held within the first thirty (30) work days of the school year and at that meeting, the CMC will schedule their calendar for the year. All times and agenda items will be agreed to in advance of a meeting. The CMC will not meet if there are no issues to discuss.

ARTICLE XXIII SEPARABILITY

If any provision of this Agreement or any application of the Agreement to any employee or group of employees shall be found contrary to law, 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.

In the event that a provision of this contract should become null and void, the parties agree to negotiate necessary changes.

ARTICLE XXIV - NEGOTIATION PROCEDURES

- A. By April 1, prior to the expiration date of this Agreement, the parties shall initiate negotiations for the purpose of entering into a successor agreement.
- B. The parties agree to cooperate in arranging meetings, selecting representatives for such discussions, furnishing necessary information, and otherwise constructively considering and resolving the subjects for negotiation.
- C. In any negotiations, neither party shall have any 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 a majority of the Board of Education and by a majority of the teachers, but the parties mutually pledge that the representatives shall be clothed with necessary power and authority to make and consider proposals and make concessions in the course of negotiations subject only to such ultimate ratification.
- D. All copies of the final Agreement shall bear the signatures of the parties. Three (3) copies of the Agreement shall be retained as a matter of record: one retained by the Board, one retained by the Superintendent, one retained by the association.
- E. Any section may be reopened for negotiation by mutual consent.

ARTICLE XXV - CONCLUSION AND DURATION OF AGREEMENT

A. Zipper Clause

The parties acknowledge that during the negotiations which resulted in this Agreement each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that all of the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Board and the association for the life of this Agreement, each voluntarily and unqualifiedly waives the right and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to or covered in this Agreement, even though such subjects or matter may not have been within the knowledge or contemplation of either of the parties at the time they negotiated or signed this Agreement.

- B. Any individual contract between the Board and an individual teacher, heretofore executed shall be subject to and consistent with the terms and conditions of this Agreement. Any individual contract hereafter executed shall be expressly made subject to and consistent with the terms of this or subsequent agreements to be executed by the parties.

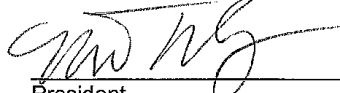
If an individual contract contains any language inconsistent with this Agreement, this Agreement during its duration shall be controlling.

- C. Signed copies of this Agreement titled "Master Agreement between the Huron Valley School District and the Huron Valley Education Association, MEA/NEA" shall be printed at the expense of the Board within thirty (30) days of ratification by both parties. Upon receipt from the Board, it will be the responsibility of the association to distribute copies to all teachers. Further, the Board shall furnish fifty (50) copies of the Master Agreement to the association for its use.

D. Duration of Agreement

This agreement shall be effective August 21, 2010 and shall continue in effect until August 20, 2011.

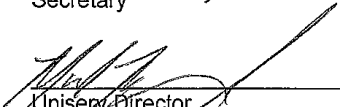
EDUCATION ASSOCIATION



President



Secretary

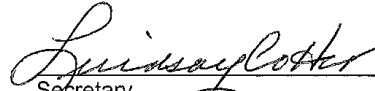


Uniserv Director

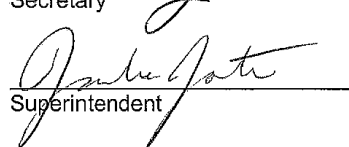
BOARD OF EDUCATION



President

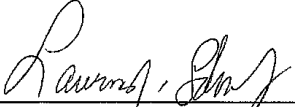


Secretary

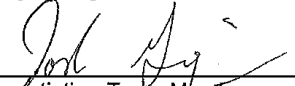


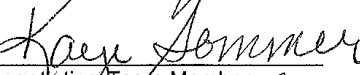
Superintendent

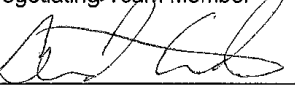

Negotiating Team Member

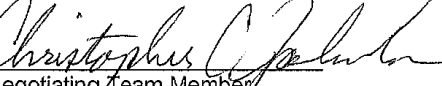

Board Team Representative


Negotiating Team Member


Negotiating Team Member


Negotiating Team Member


Negotiating Team Member


Negotiating Team Member

Negotiating Team Member

Date: 10-15-10

By the Huron Valley Education Association
and
By Huron Valley Schools Board of Education

SCHEDULES AND APPENDICES

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**SCHEDULE A-1
TEACHER SLARY SCHEDULE 2010-2011**

STEP	SALARY A*	SALARY B	SALARY C	SALARY D	SALARY E
	4.00%	4.00%	5.25%	5.25%	5.25%
Step	B.A.	B.A. + 18	M.A. B.A. + 36	M.A. + 15	M.S. + 36 Ed. Spec.
0	33,831	35,737	37,646	39,162	40,676
1	35,184	37,166	39,622	41,218	42,811
2	36,592	38,653	41,703	43,382	45,059
3	38,055	40,199	43,892	45,660	47,425
4	39,577	41,807	46,196	48,057	49,914
5	41,161	43,480	48,622	50,580	52,535
6	42,807	45,219	51,174	53,235	55,293
7	44,519	47,027	53,861	56,030	58,196
8	46,300	48,909	56,689	58,971	61,251
9	48,152	50,865	59,665	62,067	64,467
10	50,078	52,899	62,797	65,326	67,851
11	52,081	55,015	66,094	68,756	71,414
12	54,165	57,216	69,564	72,365	75,163
16**	54,706	57,788	70,260	73,089	75,915

Grandfathered Lanes: Lane A & B step 10, Lane C steps 3-10 and Lane D & E steps 7-10; established in 2008-09					
3			42,405		
4			45,229		
5			48,001		
6			51,195		
7			54,343	55,586	57,399
8			58,506	60,049	61,883
9			62,704	64,661	66,621
10	56,979	63,712	70,485	72,584	74,661
16**	57,837	64,671	71,546	73,676	75,785
21***	58,837	65,671	72,546	74,676	76,785

Note: If you have a provisional teaching certificate and were hired prior to the 2008-09 school year, you do not advance beyond Lane A, Step 7 until you have earned eighteen (18) graduate credit hours beyond your initial teaching certificate.

Note: If you have a provisional teaching certificate and were hired on or after the 2008-09 school year, you do not advance beyond Lane A, Step 5 until you have earned eighteen (18) graduate credit hours beyond your initial teaching certificate.

** Step 16: Eligible in sixteenth year with fifteen years of continuous HVS employment in HVEA bargaining unit.

*** Step 21: Eligible in twenty-first year with twenty years of continuous HVS employment in HVEA bargaining unit.

Note: The above salary schedule does not reflect the ½ step one-time rollback for 2010-11.

**SCHEDULE A-2
TEACHER SLARY SCHEDULE 2010-2011**

PAYOUT

STEP	SALARY A*	SALARY B	SALARY C	SALARY D	SALARY E
	4.00%	4.00%	5.25%	5.25%	5.25%
Step	B.A.	B.A. + 18	M.A. B.A. + 36	M.A. + 15	M.S. + 36 Ed. Spec.
0	33,831	35,737	37,646	39,162	40,676
1	34,508	36,452	38,634	40,190	41,744
2	35,888	37,910	40,663	42,300	43,935
3	37,323	39,426	42,797	44,521	46,242
4	38,816	41,003	45,044	46,858	48,670
5	40,369	42,643	47,409	49,318	51,225
6	41,984	44,349	49,898	51,907	53,914
7	43,663	46,123	52,518	54,632	56,745
8	45,410	47,968	55,275	57,501	59,724
9	47,226	49,887	58,177	60,519	62,859
10	49,115	51,882	61,231	63,697	66,159
11	51,080	53,957	64,446	67,041	69,633
12-(A)	53,123	56,116	67,829	70,560	73,288
12-(B)	54,165	57,216	69,564	72,365	75,163
16 – (A)	54,435	57,502	69,912	72,727	75,539
16 – (B)	54,706	57,788	70,260	73,089	75,915

Grandfathered Lanes: Lane A & B step 10, Lane C steps 3-10 and Lane D & E steps 7-10; established in 2008-09

3			42,405		
4			43,817		
5			46,615		
6			49,598		
7			52,769	55,586	57,399
8			56,425	57,818	59,641
9			60,605	62,355	64,252
10 – (A)			66,595	68,623	70,641
10 – (B)	56,979	63,712	70,485	72,584	74,661
16 – (A)	57,408	64,191	71,015	73,130	75,223
16 – (B)	57,837	64,671	71,546	73,676	75,785
21 – (A)	58,587	65,421	72,296	74,426	76,535
21 – (B)*	58,337	65,171	72,046	74,176	76,285

(A) – ½ step increase from previous step; Step 21 includes an increase of \$500.

(B) – Same contract amount as 2009-10. *See Memorandum of Understanding for further explanation.

1. For the 2010/11 school year, employees shall advance on the Salary Schedule, however, only 50% of the Step increase shall be paid by the district.
2. Beginning with the September 10, 2010 payroll, or as soon as possible thereafter, the pre-tax deduction for the two (2) furlough days will be at the teacher's daily rate of pay and spread as evenly as possible over 20 pays for the 2010/11 school year.
3. An additional five hundred dollars (\$500) shall be added to YOS 21.

Lane A \$58,837

Lane B \$65,617

Lane C \$72,546

Lane D \$74,676

Lane E \$76,785

4. In the event that the district receives any single unrestricted increase in general fund revenue (excluding I/A West, Athletics and State and Federal Grant programs) greater than \$150,000, to be used for general purposes and not restricted to a specific purpose, net of any foundation pro-ration and net of any new mandates (unbudgeted state and federal requirements) during the 2010/11 school year (beginning August 17, 2010 and ending on June 30, 2011), in addition to what is currently budgeted as General Fund revenue by the district (\$84.2 million as identified on August 18, 2010), and the pupil count does not decrease by more than 170 FTE students (as currently budgeted), the parties shall meet to determine how the increase in revenue shall be distributed to bargaining unit members based in proportion to the aggregate total compensation for the HVEA Bargaining Unit.

If the increase in unrestricted revenue is over \$500,000 (net of items noted above), members of the HVEA bargaining unit will be reimbursed for furlough days, then unpaid half step amounts to the degree that funds become available. If the increase in unrestricted revenue is between \$250,000 to \$500,000, the parties will meet to determine the form of the reimbursement. The total reimbursement should be conceptually agreed upon prior to June 30, 2011 and will be paid no later than the second scheduled pay in December 2011. This provision will not continue after the expiration of this contract.

SCHEDULE B
EXTRA-CURRICULAR
PAY SCHEDULE
2010-2011

SCHEDULE B – 1 EXTRA-CURRICULAR PAY SCHEDULE 2010-2011

The following pay schedule for extra-curricular duties or activities shall be in addition to the salary of the teacher concerned:

The following percentages shall be based on the beginning salary at the B.A. level for the first year a teacher is involved in the stated activity and the percentage shall be computed from successive steps on the B.A. scale for each year thereafter, up to a maximum of ten (10) years. Unless otherwise noted, in computing the following percentage rates of pay, the parties agree on the concept that assistant coaches shall receive two thirds (2/3) of the head coach's percentage of each sport. The following percentages refer to the rates of pay for coaches of boys and girls athletic teams.

**ATHLETICS
PERCENTAGE**

Varsity Head Football and Basketball Coaches	12
Varsity Assistant Football and Basketball Coaches	8
Junior Varsity Head Football and Basketball Coaches	8
Assistant Junior Varsity and Assistant Ninth Grade Football and Basketball Coaches	5.5
Ninth Grade Head Football and Head Basketball Coaches	7
Head Track, Wrestling, Baseball, Softball, Hockey and Volleyball Coaches	9
Assistant Track, Wrestling, Baseball, Softball, Hockey and Volleyball Coaches	6
Head Cross Country, Golf, Tennis, Skiing and Soccer Coaches	7
Head Ninth Grade Volleyball Coaches	6
Cheerleaders:	
Varsity (per season)	4
Jr. Varsity (per season)	3
Ninth Grade (per season)	3

High School Building Athletic Coordinator *

*The High School Building Athletic Coordinator shall be compensated at 10 percent of Schedule A-10 the first year, 11 percent the second year, 12 percent the third year, 13 percent the fourth year, and 14 percent of Schedule A-10 thereafter.

**MIDDLE SCHOOL ATHLETICS
PERCENTAGE**

Eighth Grade Football and Basketball Coaches	6
Seventh Grade Football and Basketball Coaches	6
Assistant Football Coaches	4
Head Baseball, Softball, Wrestling and Track Coaches, Volleyball (Both Teams) and Cross Country	6
Head Volleyball	4
Assistant Volleyball	2
Assistant Baseball, Softball, Wrestling and Track Coaches	4
Head Golf Coach	3
Cheerleaders:	
Eighth (per season)	2
Seventh (per season)	2
Middle School Building Athletic Coordinator	6.5

OTHER PROGRAMS & DUTIES

2010-2011

Driver Education	\$21.00
Summer School	\$27.66
Additional Teacher Duty - Re: ARTICLE VI, C.	\$27.66
Curriculum/Staff Development Compensation	\$26.06

HIGH SCHOOL ACTIVITY

2010-2011

*Department Heads (full time equivalency of 8 or more)	\$1632
*Department Heads (full time equivalency of 3 to 7)	\$923
Band	10% of B.A. Schedule,
Chorus	8% of B.A. Schedule,

Drama (including production of plays)	8% of B.A. Schedule
Debate	\$1860
Forensics	\$1283
Yearbook (if no released time)	\$1860
Newspaper (if no released time)	\$1471
Literary Magazine	\$753
Class Advisors, per sponsor (if there is more than one advisor, pay will be equally divided):	
Senior	\$1616
Junior	\$833
Sophomore	\$833
Freshman	\$833
Intramurals	\$1138
High School Cooperative Education Coordinator (Compensation for additional auto insurance)	\$210
Social Studies Olympiad	\$1602
Science Olympiad	\$1602

MIDDLE SCHOOL ACTIVITY 2010-2011

Band	6% of B.A. Schedule
Chorus	3% of B.A. Schedule
Drama	\$520
Newspaper (if no released time)	\$580
Yearbook (if no released time)	\$1165
Literary Magazine	\$455
Intramurals	\$1138
Science Olympiad Coaches	\$1283
Future Problem Solvers	\$1283
Curriculum Coordinators	\$288

Activities Director \$1138

ELEMENTARY ACTIVITY 2010-2011

Elementary Science Olympiad Coordinator \$906

Safety Patrol \$417

Chorus (pro-rata for more or less than
4 performances per year) \$480

Drama (pro-rata for more or less than
2 performances per year) \$480

Intramurals \$1138

- A. The inclusion of any extra duty in this schedule does not obligate the Board to assign that duty.
- B. In the event the duty is continued, but the teacher is not rehired, the Board or its designee will advise the teacher of the reason in writing.
- C. *The fact that monetary compensation will be given for these duties does not preclude the possibility of department heads being assigned released time whenever deemed necessary by the administration.
- D. Intramural supervision includes at least 50 hours of supervised athletically related activities (i.e., skiing, bowling, basketball, hockey, volleyball, etc.). For less than 50 hours pay will be pro-rated.
- E. Department heads may be appointed when there is a full time equivalency of three (3) or more teachers in a designated department. The duties of department heads will be established by the building principal. The rate of compensation for performing these duties is set forth on the schedule above.
- F. Overnight Camp Experiences
 - 1. The standard is for either two or three night stays. There is no additional compensation for more than three night experiences.
 - 2. Payment is only for Camp Counselors. The Camp Director position will not be funded.
 - 3. A maximum of one teacher per classroom will be compensated.
 - 4. The rate of compensation has been formulated. The amount of \$751* is based on a five (5) day camp. The amount of \$376 will be paid for two and/or three night camp experiences.

5. The following is a list of activities/responsibilities that would typically be expected:
 - a. Organizing and pre-planning camp activities
 - b. Serving as a liaison between camp and school
 - c. Parent communications

SCHEDULE C-1 Traditional School Calendar 2010-2011

Aug. 31	Teacher Report Day/Professional Development – Full Day No School for Students
Sept. 1	Teacher Work Day/no school for students
Sept. 2-6	No Schools in session/ Labor Day Holiday
Sept. 7	First Full Day of School for Students/All Schools in Session
Nov. 2	Election Day/ Teacher Professional Development No School for Students
Nov. 24	No Schools in Session/Teacher Comp Day
Nov. 25-26	No Schools in Session/Thanksgiving Holiday
Dec. 20-Jan 2	No Schools in Session/Winter Holiday (December 17 is last day of School)
Jan. 3	School Resumes/All Schools in Session
Jan. 12	Student Early Release Day-4 Hours/ Professional Development 4 Hours
Jan. 17	No Schools in Session/Martin Luther King, Jr. Day
Feb 21-22	No Schools in Session/Furlough Days
March 22	Student Early Release Day-4 Hours/ Professional Development 4 Hours
April 4-8	No Schools in Session/Spring Break
April 11	School Resumes
April 22	No Schools in Session/Holiday
May 19	Student Early Release Day-4 Hours/ Professional Development 4 Hours
May 30	No Schools in Session/Memorial Day
June 16	Last Day Students/Staff

**It is anticipated that the scheduled Last Day of school for students and the scheduled records day may be rescheduled and the school year thereby extended in accordance with Article VI, Section F.

APPENDIX A - SUPPLEMENT REGARDING THE DISTRICT'S YEAR ROUND SCHOOL PROGRAM

A. General provision:

1. The Huron Valley Board of Education will honor and carry out all provisions of the Master Agreement for the teachers working under the Year Round School program in an equal and equitable manner as compared to teachers teaching under the normal program.
2. The number and types of duty days for Year Round teachers will be equal to those of all other teachers. The exact dates will differ and are subject to negotiation between representatives appointed by the association and the Board. Legal holidays, Christmas, Thanksgiving, and Good Friday, will be provided as on the regular program.
3. The new salary schedule negotiated for each school year will be made retroactive to the first teacher duty day for those working under the Year Round program.
4. The Board agrees to provide those services as are provided for teachers in the regular school program to teachers in the Year Round program.
5. Participation by teachers in the Year Round program will be voluntary.
6. Electric fans will be provided in all classrooms without air conditioning.

B. Year Round Specials

1. The affected specials teacher shall have the option to:
 - a. either work the year round schedule;
 - b. work the traditional year, serving as a guest teacher on days that year round is not scheduled.
2. If the year round program is continued, the Contract Maintenance Committee will discuss the development of viable options for the assignments of the affected year round specials teachers.

APPENDIX B - COMPENSATION FOR CURRICULUM DEVELOPMENT AND STAFF DEVELOPMENT

- A. This compensation plan is designed for curriculum development and staff development:
1. That is outside the normal school day or school year as defined in the Master Agreement.
 2. Includes work as a participant, presenter, trainer, chairperson, writer, or project developer.
 3. That is approved by the administration.
- B. All compensation set forth herein will be based upon the hourly rate set forth in Appendix A-2 as "Curriculum/Staff Development Compensation".
- C. Compensation Rates.
1. Bargaining unit members who participate in staff development committees/projects/programs, or curriculum development committees/projects/programs shall be compensated at the hourly rate above for each hour of project activity. Curriculum writers will receive compensation when the product is acted upon by the CIC, but not later than the end of the school year in which the writing is performed.
 2. In addition to the compensation set forth in paragraph A. above, bargaining unit members who serve as presenters, trainers, or chairpersons shall receive an additional one hour of compensation for each hour of project activity.
 3. In addition to the compensation set forth in paragraph A. above, bargaining unit members who are employed to design or develop a project shall receive an additional two hours of compensation for each hour of project activity.

Each project will have established goals, tasks, and a budget. The budget will be established by estimating the number of hours the project will take using the hourly compensation rate. Bargaining unit members in charge of a project will work within the budget unless an overage is approved. Project contracts will be established on mutually agreed time estimates. These agreements will be placed in writing. Any changes in the project specifications will result in the re-negotiation of the compensation.

APPENDIX C-1 TEACHER EVALUATION RUBRIC

Planning and Preparation Component

Element	Unsatisfactory	Basic	Proficient	Distinguished
Knowledge of Content	Teacher makes content errors or is not aware of content errors students make.	Teacher displays basic content knowledge but cannot make connections with other parts of the discipline or with other disciplines.	Teacher displays solid content knowledge and makes connections between the content and other parts of the discipline and other disciplines.	Teacher displays extensive content knowledge, with evidence of continuing pursuit of such knowledge.
Knowledge of Students	Teacher is unfamiliar with the different approaches to learning that students exhibit, such as learning styles, skills and knowledge, cultural heritage, or characteristics of age group.	Teacher displays general understanding of the different approaches to learning that students exhibit.	Teacher displays solid understanding of the different approaches to learning that students exhibit.	Teacher uses, where appropriate, knowledge of students' varied approaches to learning in instructional planning.
Knowledge of Resources	Teacher is unaware of resources available for student learning.	Teacher displays limited awareness of resources available.	Teacher is fully aware of all resources available.	Teacher actively seeks other materials to enhance instruction.
Instructional Goals	Goals are unclear, unsuitable, or stated as student activities; do not permit viable methods of assessment; or are not related to curriculum frameworks and standards.	Goals are only moderately clear or include a combination of goals and activities. Some goals do not permit viable methods of assessment or are not related to curriculum frameworks and standards.	Most of the goals are clear but may include a few activities. Most permit viable methods of assessment and relate to curriculum frameworks and standards.	All the goals are clear, written in the form of student learning, permit viable methods of assessment and relate to curriculum frameworks and standards.
Learning Activities	Learning activities are not suitable to students or instructional goals. They do not follow an organized progression and do not reflect recent professional research.	Only some of the learning activities are suitable to students or instructional goals. Progression of activities in the unit is uneven, and only some activities reflect recent professional research.	Most of the learning activities are suitable to students and instructional goals. Progression of activities in the unit is fairly even, and most activities reflect recent professional research.	Learning activities are highly relevant to students and instructional goals. They progress coherently, producing a unified whole and reflecting recent professional research.
Assessment	Content and methods of assessment lack congruence with instructional goals and contain no clear criteria or standards.	Some of the instructional goals are assessed, but they are either not clear or have not been clearly communicated to students.	Most of the instructional goals are nominally assessed, clear, and communicated to students.	All of the instructional goals are assessed, in both content and process, and students are aware of how they are meeting the established standards.

The Classroom Environment Component

Element	Unsatisfactory	Basic	Proficient	Distinguished
Creating an Environment of Respect and Rapport	Teacher interactions with at least some students are negative, demeaning, sarcastic, or inappropriate to the age or culture of the students. Students exhibit disrespect for teacher.	Teacher student interactions are generally appropriate but may reflect occasional inconsistencies, favoritism, or disregard for students' cultures. Students exhibit only minimal respect for teacher.	Teacher-student interactions are friendly and demonstrate general warmth, caring and respect. Such interactions are appropriate to developmental and cultural norms. Students exhibit respect for teacher.	Teacher demonstrates genuine caring and respect for individual students. Students exhibit respect for teacher for both personal and professional reasons.
Establishing a Culture for Learning	Instructional goals, activities, interactions, and the classroom environment convey only modest expectations for student achievement.	Instructional goals, activities, interactions, and the classroom environment convey inconsistent expectations for student achievement.	Instructional goals, activities, interactions, and the classroom environment convey high expectations for student achievement.	Both students and teacher establish and maintain through planning of learning activities, interactions, and the classroom environment, high expectations for the learning of all students.
Engaging Students in Learning	Students not working with the teacher are not productively engaged in learning.	Tasks are partially organized, resulting in some off-task behavior.	Tasks are organized and most students are engaged at all times.	Students working independently are productively engaged at all times and assuming responsibility for productivity.
Managing Instructional Time	Considerable instructional time is lost or used inefficiently.	Some instructional time is lost yet there is evidence of classroom routines.	Loss of instructional time is minimal with classroom routines in place.	Classroom routines are seamless, with students assuming considerable responsibility for efficient operation.
Managing Student Behavior	Teacher is unaware of, or does not monitor, student behavior. No standards of conduct appear to have been established.	Teacher is generally aware of student behavior but may miss the activities of some students. Standards of conduct appear to have been established.	Teacher is aware of student behavior at all times. Standards of conduct are clear to all students.	Teacher monitoring is subtle and proactive. Standards of conduct are clear, and students monitor their own and their peers' behavior.

Instruction Component

Element	Unsatisfactory	Basic	Proficient	Distinguished
Communicating Directions and Procedures	Teacher directions and procedures are confusing to students.	Teacher directions and procedures are clarified after initial student confusion or are excessively detailed.	Teacher directions and procedures are clear to students and contain an appropriate level of detail.	Teacher directions and procedures are clear to students and anticipate possible student misunderstanding.
Using Questioning and Discussion Techniques	Interaction between teacher and students is predominantly recitation style, with teacher mediating all questions and answers.	Teacher makes some attempt through questioning to engage students in a productive discussion, with uneven results.	Through effective questioning, classroom interaction represents productive discussion, with teacher stepping aside when appropriate.	Students assume considerable responsibility for the success of the discussion, initiating topics and making unsolicited contributions.
Utilizing Structure and Pacing	The lesson has no clearly defined structure, or the pacing of the lesson is too slow or rushed, or both.	The lesson has a recognizable structure, although it is not uniformly maintained throughout the lesson. Pacing of the lesson is inconsistent.	The lesson has a clearly defined structure around which the activities are organized. Pacing of the lesson is mostly consistent.	The lesson's structure is highly coherent, allowing for reflection and closure as appropriate. Pacing of the lesson is appropriate for all students.
Providing Feedback to Students	Feedback is not provided, untimely, or of poor quality.	Feedback is inconsistent in quality and timeliness.	Quality feedback is consistently provided in a timely manner.	Quality feedback is consistently provided in a timely manner. Students make appropriate use of the feedback in their learning.
Monitoring, Adjusting and Assessing.	Teacher unable to monitor, adjust or assess a lesson, either gives up or blames the student or the environment for the students' lack of success.	Teacher attempts to adjust a lesson, with mixed results. Teacher has only a limited repertoire of instructional strategies and assessment tools.	Teacher is able to monitor and adjust lessons. Teacher possesses a moderate repertoire of strategies and assessment tools.	Teacher successfully monitors, adjusts, and assesses instruction using an extensive repertoire of strategies and tools to enhance learning.

Professional Responsibilities Component

Element	Unsatisfactory	Basic	Proficient	Distinguished
Reflecting on Instruction	Teacher does not know if a lesson was effective and has no suggestions for how a lesson may be improved.	Teacher has a generally accurate impression of a lesson's effectiveness and makes general suggestions about how a lesson may be improved.	Teacher makes an accurate assessment of a lesson's effectiveness and makes a few specific suggestions for future lessons.	Teacher makes an accurate assessment of a lesson's effectiveness, citing appropriate examples and offering numerous specific suggestions for future lessons.
Maintaining Accurate Records	Teacher has no system for maintaining information on student progress, or the system is in disarray.	Teacher's system for maintaining information on student progress is rudimentary, partially effective, and at times, inaccurate.	Teacher's system for maintaining information on student progress is mostly effective and generally accurate.	Teacher's system for maintaining information on student progress is fully effective and accurate.
Communicating Student Progress	Teacher provides minimal information and does not respond, or responds insensitively, to concerns about students.	Teacher adheres to the school's required procedures for communicating progress. Responses to concerns are minimal.	Teacher communicates students' progress on a regular basis and is available as needed to respond to concerns.	Teacher provides information frequently on both positive and negative aspects of student progress. Responses to concerns are handled professionally.
Interacting With Colleagues	Teacher's interaction with colleagues is negative or self-serving and does not fulfill school or district requirements.	Teacher moderately interacts with colleagues.	Teacher supports and cooperates with colleagues.	Teacher takes initiative in assuming leadership responsibilities with colleagues.
Participating in School and District Projects	Teacher avoids becoming involved in school and district projects.	Teacher participates in school and district projects when specifically asked.	Teacher volunteers to participate in school and district projects, making a substantial contribution.	Teacher volunteers to participate in school and district projects, making a substantial contribution, and assumes a leadership role in a major school or district project.
DEVELOPING PROFESSIONALLY	Teacher engages in no professional development activities to enhance knowledge or skill.	Teacher participates in professional activities to a limited extent when they are convenient.	Teacher participates in professional development to enhance content knowledge and shares knowledge with colleagues.	Teacher seeks out opportunities for professional development, makes a systematic attempt to apply learning to the classroom, and shares information with colleagues.

APPENDIX C-2 TENURED TEACHER EVALUATION FORMS

Huron Valley Schools
ADMINISTRATIVE OBSERVATION
Tenured Teacher Cycle 1

Name _____ Administrator _____

Building _____ Assignment _____

Pre-conference dates: _____

Observation dates: _____

Post-conference dates: _____

Evidence of Planning and Preparation: (Unsatisfactory, Proficient, Distinguished)

Evidence of Instruction: (Unsatisfactory, Proficient, Distinguished)

Evidence of Classroom Environment: (Unsatisfactory, Proficient, Distinguished)

Evidence of Professional Responsibilities: (Unsatisfactory, Proficient, Distinguished)

Teacher's Signature & Date

Administrator's Signature & Date

Component Levels of Performance: In each of the components, there are three levels of performance:

1. **Unsatisfactory:** The teacher does not appear to understand the concepts underlying the component. Working on the fundamental practices associated with the elements will enable the teacher to grow and develop in this area.
2. **Proficient:** The teacher clearly understands the concepts underlying the components and implements them well. Most experienced, capable teachers will regard themselves, and be regarded by others, as performing at this level.
1. **Distinguished:** Teachers at this level are master teachers who make contributions to the field, both in and outside their school. Their classrooms operate at a qualitatively different level, consisting of a community of learning, with students highly motivated, engaged, and assuming considerable responsibility for their own learning.

In each of the elements there are four (4) descriptors: Unsatisfactory, Basic, Proficient and Distinguished.

**HURON VALLEY SCHOOLS
Tenure Teacher - Individualized Development Plan**

Teacher:	Building:	Assignment:
Date Plan Established:		Date of Assessment:

Component Element	Plan for Attainment	Evidence of Success	Achieved Not Achieved	Timeline If applicable

NOTES:

1. At least one Component Element improvement must be included to address any evaluation item identified as Unsatisfactory or Needs Improvement on the H.V.S. Tenure Teacher Evaluation Form.
2. A timeline end date must be identified and assessed for any Component Element improvement related to an Unsatisfactory rating on the H.V.S. Tenure Teacher Evaluation Form.
3. A brief narrative statement should be attached including a comprehensive assessment of the teacher's progress in improving the Component Element identified in meeting the goals of his/her Individualized Development Plan and a recommendation concerning continued employment.

Teacher's Signature: (indicates receipt of IDP assessment)	Date:
Evaluator's Signature:	Date:

APPENDIX C-3 PROBATIONARY TEACHER EVALUATION FORMS

Huron Valley Schools
ADMINISTRATIVE OBSERVATION
Probationary Teacher

Name	Administrator
Building	Assignment
Pre-conference date:	
Observation date:	
Post-conference date:	

Evidence of Planning and Preparation: (unsatisfactory, basic, proficient, distinguished)

Evidence of Instruction: (unsatisfactory, basic, proficient, distinguished)

Evidence of Classroom Environment: (unsatisfactory, basic, proficient, distinguished)

Evidence of Professional Responsibilities: (unsatisfactory, basic, proficient, distinguished)

Teacher's Signature & Date

Administrator's Signature & Date

Levels of Performance: In each of the components and elements, there are four levels of performance:

- 2. Unsatisfactory:** The teacher does not yet appear to understand the concepts underlying the component. Working on the fundamental practices associated with the elements will enable the teacher to grow and develop in this area.
- 2. Basic:** The teacher appears to understand the concepts underlying the component and attempts to implement its elements. Implementation may be sporadic, intermittent, or otherwise not entirely successful. Additional reading, discussion, experience, and/or mentoring will enable the teacher to become proficient in this area.
- 3. Proficient:** The teacher clearly understands the concepts underlying the components and implements them well. Most experienced, capable teachers will regard themselves, and be regarded by others, as performing at this level.

4. **Distinguished:** Teachers at this level are master teachers who make contributions to the field, both in and outside their school. Their classrooms operate at a qualitatively different level, consisting of a community of learning, with students highly motivated, engaged, and assuming considerable responsibility for their own learning.

In each of the elements there are four (4) descriptors: Unsatisfactory, Basic, Proficient and Distinguished.

HURON VALLEY SCHOOLS
Probationary Teacher - Individualized Development Plan

Teacher:		Building:		Assignment:	
Date Outcomes Established:				Date of Assessment:	
Outcome	Plan for Attainment	Evidence of Success	Achieved Not Achieved	Timeline If applicable	

- NOTES:**
1. At least one Outcome identified on the H.V.S. Probationary Teacher Evaluation Form must be listed.
 2. Timeline must be completed for any Outcome related to an Unsatisfactory rating on the H.V.S. Probationary Teacher Evaluation Form or selected as an improvement target.
 3. A brief narrative statement should be attached including at least two (2) assessments of the teacher's progress in meeting the goals of his/her Individualized Development Plan and a recommendation concerning continued employment.
 4. Attach the final Individualized Development Plan Assessment (including narrative) to the Probationary Teacher Evaluation Form, (final probationary evaluation).

Teacher's Signature: (indicates receipt of IDP assessment)	Date:
Evaluator's Signature:	Date:

APPENDIX C-4 COUNSELOR EVALUATION RUBRIC

Name: _____ Administrator: _____

Building: _____ Conference Dates: _____

Standard I: Implementing the Guidance Curriculum Component

Criteria	Unsatisfactory	Proficient	Distinguished
Counselor demonstrates knowledge of Michigan State Guidance Curriculum.			
Counselor demonstrates effective teaching strategies.			
Counselor demonstrates knowledge of assessment tools and techniques.			

Standard II: Performance - Implementing the Individual Planning Component

Criteria	Unsatisfactory	Proficient	Distinguished
Counselor performs outreach to students.			
Counselor demonstrates knowledge of standardized test instruments.			
Counselor demonstrates knowledge of academic and extracurricular opportunities for students.			

Standard III: Performance - Implementing the Responsive Services Component

Criteria	Unsatisfactory	Proficient	Distinguished
Counselor assesses priorities.			
Counselor assesses problems and their issues.			
Counselor demonstrates counseling skills and techniques.			
Counselor uses the referral process.			
Counselor provides follow-up.			

Standard IV: Performance - Response to Building and Guidance Needs

Criteria	Unsatisfactory	Proficient	Distinguished
Counselor adheres to policies and procedures.			
Counselor aligns guidance and building needs.			
Counselor educates others about the guidance program.			
Counselor is responsive and responsible to the guidance program.			
Counselor is a team member.			

Standard V: Performance - Professional and Interpersonal Relationships

Criteria	Unsatisfactory	Proficient	Distinguished
Counselor forms relationships with students.			
Counselor forms relationships with staff.			
Counselor forms relationships with parents.			

Standard VI: Performance - Responsibilities

Criteria	Unsatisfactory	Proficient	Distinguished
Counselor participates in professional development.			
Counselor demonstrates work habits.			
Counselor demonstrates ethical procedures.			

Counselor's Signature	Date	Administrator's Signature	Date

Standard I: Implementing the Guidance Curriculum Component

Criteria	Unsatisfactory	Proficient	Distinguished
Counselor demonstrates knowledge of Michigan State Guidance Curriculum.	Seldom selects student competencies based on student needs and has little or no knowledge of the State of Michigan Guidance Curriculum.	Usually selects student competencies based upon State of Michigan Guidance Curriculum and consistent with student needs.	Accurately selects student competencies based upon State of Michigan Guidance Curriculum and consistent with student needs.
Counselor demonstrates effective teaching strategies.	Uses few instructional techniques and guidance learning activities so that only some students have a rudimentary understanding.	Uses instructional techniques and guidance learning activities so that most students have a basic understanding.	Uses effective instructional techniques and guidance learning activities so that all students have a clear understanding.
Counselor demonstrates knowledge of assessment tools and techniques.	Shows little evidence of knowledge of assessment tools that would provide evidence outcomes attainment.	Uses a few assessment tools, which may include such things as interest inventories, job search, career exploration, aptitude investigation to provide evidence of student outcomes attainment.	Uses a variety of assessment tools, including such things as interest inventories, job search, career exploration, aptitude investigation to provide evidence of student outcomes attainment.

Standard II: Performance - Implementing the Individual Planning Component

Criteria	Unsatisfactory	Proficient	Distinguished
Counselor performs outreach to students.	Seldom extends invitations to interested and/or needy students to provide personalized educational and career planning.	Often extends invitations to interested and/or needy students to provide personalized educational and career planning.	Consistently extends invitations to interested and/or needy students to provide personalized educational and career planning.
Counselor demonstrates knowledge of standardized test instruments.	Possess little understanding of current tests so that interpretation of test information is inaccurate and inappropriate.	Demonstrates a functioning understanding of current tests in order to accurately and appropriately interpret test information.	Demonstrates a high level of understanding of current tests to accurately and appropriately interpret test information.
Counselor demonstrates knowledge of academic and extracurricular opportunities for students.	Holds individual planning sessions, but information is somewhat incomplete.	Presents accurate, relevant, and unbiased information in carefully planned sessions.	Always presents accurate, relevant, and unbiased information in carefully planned sessions.

Standard III: Performance - Implementing the Responsive Services Component

Criteria	Unsatisfactory	Proficient	Distinguished
Counselor assesses priorities.	Does not provide mandated services as required by district policy and job description.	Balances core functions with other important, albeit lower priority assignments.	Manages the mandated elements of the assignment, while being able to assess situations which might require immediate time and attention.
Counselor assesses problems and their issues.	Incorrectly or inadequately assesses problems and does not make the connection to underlying issues.	Is able to identify problems and their underlying issues to be resolved.	Exhibits a keen insight into identifying problems and issues to be resolved.
Counselor demonstrates counseling skills and techniques.	Does not demonstrate thoughtful or knowledgeable counseling and consulting techniques. Students, staff and parents are reluctant to seek the counselor's assistance.	Possesses a basic knowledge of counseling and consulting techniques. Staff, students and parents feel satisfied with their encounters with the counselor.	Possesses a thorough knowledge of counseling and consulting techniques and consistently employs them appropriately. The counselor's expertise is sought out by staff, students and parents.
Counselor uses the referral process.	Is unaware when it is appropriate to make referrals and has a limited number of referral choices to offer.	Is able to offer an adequate array of referral sources and does so when necessary.	Displays a vast and in depth knowledge of community resources and makes appropriate referrals for interventions to students' problems.
Counselor provides follow-up.	Does not respond to situations or people in a timely fashion.	Can usually be counted on to follow-through and provide feedback to staff, students and parents.	Consistently provides timely follow-up and feedback to staff, students and parents.

Standard IV: Performance - Response to Building and Guidance Needs

Criteria	Unsatisfactory	Proficient	Distinguished
Counselor adheres to policies and procedures.	Rarely operates within established procedures, policies, and priorities.	Usually operates within established procedures, policies, and priorities.	Consistently operates within established procedures, policies, and priorities.
Counselor aligns guidance and building needs.	Only provides solutions within assigned responsibilities.	Contributes to organizational solutions outside of assigned responsibilities.	Identifies building and guidance needs and designs or contributes to development of appropriate solutions.

Counselor educates others about the guidance program.	Is not able or willing to explain the school guidance program.	Adequately explains the school guidance program.	Provides explanations of the school guidance program across all areas and levels including community, parents, students and building staff.
Counselor is responsive and responsible to the guidance program.	Seldom attends to ideas and concerns regarding the guidance program.	Attends to ideas and concerns regarding the guidance program	Responds promptly and efficiently to ideas and concerns regarding the guidance program
Counselor is a team member.	Often displays a negative attitude toward other school programs.	Is available to provide support for other school programs.	Consistently operates as a team player, expressing support for other school programs.

Standard V: Performance - Professional and Interpersonal Relationships

Criteria	Unsatisfactory	Proficient	Distinguished
Counselor forms relationships with students.	Is not sought out by students as trusted, respected professional.	Is respectful and positive with students.	Consistently cultivates positive and mutually respectful relations with students, who seek out the counselor's assistance and counsel.
Counselor forms relationships with staff.	Conflicts with school staff are common and remain unresolved.	Is respected for his or her expertise and is approached for advice by school staff.	Possesses highly developed listening skills and respect for others, translating into harmonious and mutually respectful relationships with staff.
Counselor forms relationships with parents.	Conflicts with parents/ community members are common and remain unresolved.	Demonstrates the skills necessary to produce positive encounters with parents/ community members.	Possesses highly developed listening skills and respect for others, translating into positive encounters with parents/ community members.

Standard VI: Performance - Responsibilities

Criteria	Unsatisfactory	Proficient	Distinguished
Counselor participates in professional development.	Does not meet state and district guidelines for professional development requirements.	Meets state and district guidelines for professional development requirements.	Exceeds state and district guidelines for professional development requirements
Counselor demonstrates work habits.	Has significant difficulty with attendance punctuality and follow-through.	Usually demonstrates professional responsibility in work habits as laid out above.	Consistently demonstrates a highly professional responsibility in work habits that may include things such as attendance, punctuality and follow-through.
Counselor demonstrates ethical procedures.	Does not practice ethical standards and does not follow legal guidelines.	Adequately demonstrates an understanding of ethical standards and legal guidelines and follows district and state guidelines and policies.	Demonstrates a thorough understanding of ethical standards and legal guidelines and serves as a model to other counselors in following standards and guidelines.

Huron Valley Schools
COUNSELOR PERFORMANCE APPRAISAL
 Segments 2 and 3

Name:		Building	
	Assignment:		

Selected Goal:

Self-Assessment of Goal Attainment

To Be Completed by Administrator

*Supports Self-Assessment
Assessment*

*Unable to Support Self-
Documentation attached*

Fall Conference Date:		Spring Conference Date:	
Counselor Signature	Date	Administrator's Signature	Date

APPENDIX C-5 SOCIAL WORKER EVALUATION FORMS

SOCIAL WORKER EVALUATION RUBRIC ELEMENTS - SEGMENT I

Section I

Documents and Communications

1. Written Communications
2. Oral Communications
3. Accurate and Punctual Records

Section II

Relationship with Students and Families

1. Relationship with Students
2. Relationship with Parents, Caregivers and Families
3. Parent Education

Section III

Relationship with School and Community

1. Relationship with school staff
2. Participating as a Team Member
3. Knowledge and Relationship with Community Based Resource

Section IV

Professional Growth, Conduct and Participation

1. Participates in School & District Projects
2. Maintains Ethical Standards
3. Developing Professionally

Section V

Content Knowledge and Practice

1. Applied Knowledge of Special Education Law & District Policies
2. Provides Resources to School & Staff on Emergent & Contemporary Topics
3. School Based Programs & Services
4. Knowledge of Mental Health
5. Knowledge of Social Work within Schools
6. Knowledge and Application of Optimum Learning Environments

Sec. I 1. WRITTEN COMMUNICATIONS

- Written communications are not concise and/or contain factual errors that do not support conclusions and recommendations.
- Documents generated by the SSW do not clarify issues without the need for more information.
- Written documents contain grammatical errors.

- Written communications are well composed and understandable to the intended audience.
- Facts are used as the basis for conclusions, suggestions and recommendations.
- The writer systematically lays out information that naturally flows to concise recommendations.

- Written communications illuminate the subject in a manner which leads to effective understanding for the reader.
- The writing succinctly provides necessary details that enhance understanding so that a reader accurately extrapolates from its contents.
- Factual information is provided in a natural and understandable sequence.
- The intended readers can easily operationalize summaries, recommendations and conclusions.

Sec. I 2. ORAL COMMUNICATIONS

- Oral information from the SSW is based on inaccurate or hearsay information that can't be verified.
- Recommendations and suggestions are not spoken in a useful form for the intended audience.
- Jargon is overused by the SSW and does not lead to increased understanding of the particular situation or individual.
- Questions and other inquiries are not germane to the situation being assessed or evaluated.
- Confidential information is shared in violation of the code of ethics.

- Oral information is accurate and oral suggestions are helpful and jargon free.
- In both scope and sequence, the oral information shared by the SSW is concise and well formed.
- The intended audience can readily apply the oral information to the immediate situation under discussion.
- The listener easily understands the nature of questions being posed to them by the SSW that leads to a high quality response.

- Oral information provides an in-depth understanding of events and situations by all communicators.
- Parents and staff obtain a deeper understanding and appreciation after hearing from the oral presentation.
- The information given by the SSW is systematic, concise, precise and is exceedingly clear.
- Oral questions are insightful, probing and elicit a high degree of meaningful feedback from respondents.

Sec. I 3. MAINTAINS ACCURATE AND PUNCTUAL RECORDS

- The SSW does not complete legally required or mandated records.
 - Information, which is not factual, is included in the student's record by the SSW.
 - The SSW does not utilize commonly accepted formats for recording information.
 - The SSW does not produce and file all mandated/required records in a timely fashion.
-
- The SSW strives to verify information, which is utilized to draw educational recommendations.
 - Reports and documents are created and distributed in a timely fashion so as to not interfere with the functioning of other professionals, buildings, parents or CBR.
-
- The SSW is highly accurate and factual in their record keeping.
 - Reports, evaluations and other documents are prepared before they are required and distributed to all appropriate files and locations as required by law and policy.

Sec. II 1. RELATIONSHIPS WITH STUDENTS

- The SSW engages students in a manner that does not promote a positive and/or useful relationships.
 - Many students do not or will not seek the social worker out when it is necessary.
 - Many students tend to avoid or refuse contact with the SSW on a regular basis.
 - Students within the school building generally do not view the social worker as approachable.
 - The SSW is expresses a judgmental attitude towards students.
-
- In the buildings they serve, the SSW is able to build and maintain relationships with the majority of students.
 - Whenever possible, the SSW strives to be available and accessible to students.
 - Students, within appropriate socio-emotional boundaries seek out contact with the SSW when necessary.
 - The SSW sets appropriate limits and boundaries with students so that a helping relationship develops.

- Students view the SSW as an advocate for their needs.
- The vast majority of students view the social worker as extremely approachable.
- The social worker is able to approach resistant students and moves them closer to a trusting relationship.
- The SSW makes it clear that they are available to listen and assist the student in developmentally appropriate ways.
- The vast majority of students believe that they can trust and rely on the school social worker to provide them assistance in overcoming whatever situation is impacting their education.

Sec. II 2. RELATIONSHIP WITH PARENTS/CAREGIVERS AND FAMILIES

- The SSW is hesitant and ineffective in building a relationship with the student's parents, caregivers and family.
 - The SSW displays a judgmental attitude towards parents, caregivers and families.
 - There is a general dissatisfaction in the relationship between home and school as a result of the contact with SSW.
 - The majority of parents, caregivers and families respond unfavorably to the majority of suggestions and ideas offered by the SSW.
 - Trust is generally not fostered, and hostility and/or avoidance increase as a result of most interactions with the SSW.
 - The SSW has an inadequate or absent fund of information on how families function as an integrated system
-
- In a reasonable amount of time, the SSW is able to form a working relationship, with the majority of parents, caregivers and families.
 - The parent, caregivers, families and SSW become partners in an effort to solve the identified problems.
 - Confidential and sensitive information is shared in a manner, which promotes trust and understanding.
 - The SSW provides useful support to parents, caregivers and families so the children become more successful.
 - The SSW understands and values the unique family system, and brings that knowledge to bear on improving its functioning.
-
- The social worker forms an effective, trusting relationship with most parents, caregivers and families very quickly.
 - The partnership that is formed assists the student, parents, family and the school achieves a high degree of satisfaction and success.
 - The parent/caregiver seek out the social worker on other matters because of the value they place on the relationship.
 - The SSW has a precise knowledge on family system theory and applies that information to bring about positive change up to and including improved adjustment at school.

Sec. II 3. PARENT EDUCATION

- The SSW is unaware of contemporary parent education theories, strategies or tactics.
 - The SSW does not offer concrete ideas and suggestions, which, would lead to improved student and family functioning.
 - The SSW does not accurately assess the need for parent education, nor do they attempt to engage the parents/caregivers in an effective dialogue.
 - The SSW is judgmental and fails to form a collaborative relationship with parents/caregivers most of the time.
-
- The SSW is aware of many current parenting theories, strategies and tactics like, Love and Logic, 1, 2, 3 Magic, S.T.E.P.; or Choice Theory.
 - The SSW through any of the following: small group, large group, or individual contacts with the parent are able to provide appropriate suggestions and information that improves the overall functioning of the parent in raising their child.
 - The SSW utilizes a variety of resources, including but not limited to: multi-media, literary, school newsletters and community based parenting programs that focus on improving parenting skills.
-
- The SSW pro-actively engages parents in examining how the school and home can effectively work together to improve overall behavior and school success.
 - The SSW is able to quickly and accurately assess the need for parenting support and directs the parent to the appropriate type and level of assistance.
 - The SSW may be involved in strengthening family supports within the wider community.
 - Parents frequently seek out the SSW for suggestions and advice. The SSW is a key element in making parenting programs available to the parents in their school community.

Sec. III 1. RELATIONSHIP WITH SCHOOL STAFF

- The SSW has little positive influence with school staff.
 - Suggestions, conclusions and recommendations are rarely regarded due to the poor relationships with school staff.
 - Conflicts with school staff are common and remain unresolved.
 - The SSW is not sought out for their expertise on families, child development, socio-emotional issues, mental health, school climate and knowledge of CBR's.
 - The SSW demonstrates judgmental attitudes towards school staff.
-
- The SSW is able to effectively listen and understand many varied viewpoints simultaneously, and takes them into account when formulating collaborative solutions to common problems.
 - The SSW is respected for their expertise and is approached for advice by school staff.
 - Even when disagreements occur, the SSW demonstrates a level of respect for all viewpoints.

- The SSW remains neutral and attempts to mediate the normal disputes that occur within the school setting.
- The SSW differentiates their duties and responsibilities between themselves and other professional colleagues.
- The SSW maintains a high degree of mutual respect with the school staff.
- Listening skills are very highly developed, leading to a high level of mutual understanding of others opinions and positions.
- The SSW maintains their advocacy for the student regardless of differences of opinion among school staff.
- The SSW is sought out as an expert on family and socio-emotional issues that manifest within both the school and community settings.

Sec. III 2. PARTICIPATING AS A TEAM MEMBER

- The SSW does not function as a team member.
- The SSW does not recognize, understand, respect and/or value the contributions of other professionals on the team.
- The relationships between the SSW and other team members are marked by unresolved conflict.
- Assigned duties are not completed in a manner that leads to effective teamwork.
- Differences of professional opinion are not considered nor respected by the SSW.
- The SSW fails to articulate the socio-emotional perspective when examining a student's overall behavior.
- The SSW performs duties and tasks in a timely fashion that leads to successful interactions among the team, parents and student.
- The SSW provides "creative solutions" to the common and unique situations that confront the team as they work towards improved student functioning.
- The SSW provides useful information at MET's, IEP's (including Manifestation Determinations), B.E.S.T.'s, FBA's, and BIP's.
- The SSW is able to recognize, assist in mediating and help bring about resolution of the normal conflicts which arise within the team.
- The SSW recognizes, understands, respects and values the input from team members.
- The SSW is always timely in conducting their assigned duties and tasks.
- The SSW participates in a way that allows the team to be very effective and efficient.
- The team's productive function is distinctly improved as a result of the SSW's participation.
- The SSW utilizes enhanced listening skills in identifying problems, providing innovative ideas, managing conflict and improving overall collaboration on any team they serve.
- The SSW articulates the socio-emotional perspective on the student, which allows the team to effectively work together.

Sec. III 3. KNOWLEDGE & RELATIONSHIP WITH COMMUNITY BASED RESOURCES (CBR)

- The SSW is ineffective in transmitting and receiving information from the CBR and this negatively impacts the student, family or school.
- The full support and services of the CBR's are either under utilized or not utilized at all.
- The SSW is unaware of the scope of service commonly accessed by students, their families and HVS.

- The SSW uses their knowledge of the CBR to access appropriate services for the student, family and school.
- The CBR are informed of applicable school policies and procedures so as to assist the student, family and school pursue their respective goals.
- As a result of the efforts of the SSW, effective and useful partnerships are formed between the district and CBR. These partnerships directly benefit the student, parent, family and/or school.

- The SSW assists in creating and maintaining a high degree of collaboration between the district and CBR.
- As a result of the SSW efforts the effectiveness of the partnership between HVS and the CBR are significantly improved and enhanced.
- Whenever possible, the SSW assists in strengthening the ties between the CBR in the community.
- The partnership between HVS and the CBR grow as a result of the SSW efforts.
- The SSW participates in generating or instrumental in creating a new CBR that benefits the HVS community.

Sec. IV 1. PARTICIPATES IN SCHOOL DISTRICT & BUILDING PROJECTS

- The SSW is disinclined to contribute or participate in building and district wide projects when approached.
- When compelled to participate, the interest is noticeably absent and very little effort is given.

- The SSW participates when requested and occasionally volunteers for building and district projects.
- The contributions are well intentioned and often improve the overall quality of the project they are working on.

- The SSW actively volunteers for building and district projects and displays keen interest in their success.
- Contributions prove to be very important to the overall success of the project(s).
- The SSW initiated ideas for building and district projects.
- The SSW takes a leadership role in developing ideas for improving their school and HVS.

Sec. IV 2. MAINTAINING PROFESSIONAL ETHICAL STANDARDS

- The SSW does not adhere to accepted standards of ethical conduct contained in the most recent version of the National Association of Social Workers “Code of Ethics” handbook.
- The SSW is aware of the Code of Ethics and maintains the standards contained therein.
- The SSW maintains an extremely high degree of ethical standards and is a model for other SSWers.
- The SSW articulates those standards so that others understand their importance.

Sec. IV 3. DEVELOPING PROFESSIONALLY

- The SSW has not availed themselves of any of the following: district based, county based, university based, privately based or professional association based educational opportunities.
- The SSW is resistant to the “state of the art” and widely accepted professional “best practices” in SSW.
- The SSW takes advantage of professional development opportunities.
- The SSW incorporates these opportunities into their practice of SSW.
- The SSW recognizes their own professional shortcomings and seeks out resources that lead to professional growth.
- The SSW shares what they have learned with others within the school district.
- The SSW takes frequent advantage of professional development opportunities both within their job description as well as those of allied school professions.
- The SSW is constantly challenging themselves with varied professional experiences and best practice theories.
- The SSW is sought out to share their professional practice and experiences.
- The SSW is sought out for their professional expertise as a provider of professional development both inside and/or outside of HVS.

Sec. V 1. APPLIED KNOWLEDGE OF SPECIAL EDUCATION LAWS & DISTRICT POLICIES AND PROCEDURES PERTAINING TO SSW

- The SSW is ill informed of the laws, rules, local policies and procedures pertaining to SSW.
- Mistakes in procedures occur, which can impact the delivery of service to students.
- The SSW does not engage in acquiring the information which lead to corrective action, clarification or accurate interpretation of the law, policies, procedures, and rules that govern the practice of SSW.

- The SSW follows the written policies emanating from the HVS Special Education Manual (SEM) and School Board
- The SSW is familiar with and understands (the newly revised (Nov. 2002)) Special Education State Rules.
- The SSW seeks clarification from appropriate sources when they do not know the specific action or correct interpretation required.
- The SSW often serves as a resource to regular education school staff in understanding the myriad of rules and regulations.
- The SSW complies with the state “Child Protection Act” as required.

- The SSW raises questions and issues that are not contained in the SEM or the revised state rules but need clarification and/or discussion.
- School staff regularly seek the SSW for their expertise for correct interpretation of the law, policies procedures and rules.
- The SSW alerts their respective building when the special education law or district policies are not followed. The SSW may serve on district, county or state committees to improve and update special education policies and procedures.

Sec. V 2. PROVIDES RESOURCES TO SCHOOL STAFF ON EMERGENT & CONTEMPORARY TOPICS

- The SSW is ill prepared to respond to the issues, events and contemporary topics, e.g. untimely death, accident, threat or social situation.
- The SSW does not access resources, which are or could be available to assist the building and/or district respond to the crisis.
- The SSW does not know, understand or utilize the HVS emergency flip chart as the template for first response to emergency situations.

- The SSW is able to provide prompt well-considered responses to emergent situations.
- The SSW engages other professionals as needed to be part of a multi-disciplinary response team.
- The SSW promptly assesses the request and contributes either on the individual, classroom, or building level as deemed appropriate.
- The SSW uses assessment skills in determining a proper recommendation action.
- The SSW is knowledgeable of the contents of the emergency flip chart that governs HVS response to unexpected/traumatic events.

- The SSW initiates discussion on how to respond to the immediate need after an unexpected event occurs.
- The SSW takes a leadership role in assessing and planning an appropriate response, which takes into account the developmental ages of the students they are charged with serving.
- The SSW contribution to the overall response plan is thorough and complete.

Sec. V 3. SCHOOL BASED PROGRAMS AND SERVICES

- The SSW consistently fails to provide mandated services as required by IEP or district policy.
- The SSW is unaware of and fails to fulfill specific responsibilities like participation on the B.E.S.T., M.E.T.'s, and I.E.P.'s.
- The SSW does not respond to immediate situations in a timely fashion.
- The direct service rendered by the SSW does not contribute to the overall improved functioning of the school, classroom or student.

- The SSW delivers mandated services as required by IEP or district policy.
- The SSW balances mandated or core functions with other important but albeit lower priority assignments.
- The SSW responds appropriately to emergent or crisis situations as the number one priority when the health, safety and welfare of students are potentially compromised.
- The direct service and programs (i.e. small groups, classroom activities and individual interventions) provided by the SSW are useful in improving the school climate and/or individual student functioning.

- The SSW manages the mandated elements of their assignment, while being able to assess situations, which might require immediate time and attention.
- The SSW delivers high quality programs and services which, directly and may significantly improve the district, school, classroom and student improve academic success.
- The programs and services are well planned and are easily integrated into the existing framework of the school and classroom.
- The program and services promote the image of the school district, school and classroom.

Sec. V 4. KNOWLEDGE OF MENTAL HEALTH

- The SSW has inaccurate, incomplete or cursory knowledge of the field of mental health.
- The SSW utilizes professional jargon in a way that does not add useful or helpful information to individuals needing information.
- The SSW is unable to initially assess the most common forms of mental illnesses.
- The SSW has provides little if any usable information of the use of medication and the desired effects on student behavior.
- The SSW does not know how to or fails to direct families toward mental health services when appropriate or required.
- The SSW does not know how to conduct a mental status exam or assist in the screening for developmental disabilities.

- The SSW refers students to proper mental health treatment when needed.
- The SSW has a basic understanding of the elements in developing good mental health as well as identifying the signs of mental illness.
- The SSW has a basic understanding of the common psychotropic medications.
- The SSW is able to describe the differences between mental illness and mental health.

- The SSW knows how to conduct mental status exams, assess suicidal threats, and help in the assessment for developmental disorders.
- The SSW is advanced in their understanding of mental health, various treatments and is able to assess and describe its components to school staff, families and health care providers.
- The SSW is sought out to assess students and others in crisis, and is able to guide both the school and family towards treatment.
- The SSW either knows or learns about the various psychotropic medications in current use.
- The SSW is able to articulate the elements of developing and maintaining mental health with parents, school staff and with students when developmentally appropriate.
- The SSW differentiates between personality disorders and other forms of mental illnesses.

Sec. V 5. KNOWLEDGE OF SOCIAL WORK WITHIN SCHOOL

- The SSW is unfamiliar with public schools, its laws, policies and procedures as it applies to students, families and the professional staff.
- The SSW does not demonstrate knowledge of how the field of school social work interfaces with teachers, counselors, administrators, psychologists and other professional staff.
- The SSW does not follow accepted “best practice”.
- The SSW follows current accepted “best practices”.
- The SSW understands the scope of social work practice within the school and district.
- The SSW sets appropriate limits on both their authority and influence within the systems they operate.
- The SSW responds to requests for service that are within the scope of professional services.
- The SSW has a basic working knowledge of pedagogy and how that interrelates with the practice of school social work.
- The SSW differentiates how the practice of school social work is unique from other social work specialties.
- The SSW can precisely explain what school social work practice involves to parents, students, school staff and the community at large.
- The SSW sets appropriate limits on the scope of their practice in a manner, which benefits the student and school.
- The SSW utilizes a high degree of creativity in developing new “best practices”.
- The SSW is keenly aware of their varied responsibilities identified within school district policy, county policy and state and federal regulations.

Sec. V 6. KNOWLEDGE AND APPLICATION OF OPTIMUM LEARNING ENVIRONMENTS

- The SSW is unaware of conditions within the school and classroom, which negatively impact student's academic achievement.
 - The SSW does not consider the culture, tone or tenor of the learning environment when assessing or evaluating students.
 - Little or no effort is made to investigate or determine how the learning environment may be improved or its likely impact on unique needs of the student.
 - The SSW has little useful understanding of pedagogy.
-
- The SSW understands the basic principals of creating a healthy learning environment.
 - The SSW articulates these principals to school staff and parents alike.
 - The SSW actively examines how to optimize student learning within the school environment.
 - The SSW accounts for the impact of the learning environment on students and suggests practical ideas on how to improve it.
 - The SSW provides concrete suggestions, examples and recommendations to parents/caregivers on optimum learning environments within the home.
-
- The SSW is fluent in describing "optimum learning environment" in socio-emotional terms.
 - The SSW actively participates in improving the learning environment within the school, individual classroom or home
 - The SSW recognizes concepts like; "relevant, useful and meaningful" are essential to improving the academic environment.
 - The SSW engages teachers, administrators, parents and students as necessary in improving the overall learning environment.
 - The SSW can both articulate and translate the basic human needs of power, love/belonging, freedom, fun and survival into the optimum learning milieu.

SOCIAL WORKER EVALUATIONS NON- PROBATIONARY

Social Worker: _____ Administrator: _____
 Building: _____ Conference Dates: _____

	Elements	Unsatisfactory	Proficient	Distinguished	Comments
1	Written Communications				
2	Oral Communications				
3	Maintains Accurate Punctual Records. Mandated required reports to be completed and filed on time.				
4	Relationship with Students				
5	Relationship with families/ parents/caregivers				
6	Provides Current Parent Education				
7	Relationship with School Staff				
8	Participates as Team Member- IEP, MET, BIP's FBA's, etc. (Collaboration socio emotional partnership)				
9	Community Based Resources & Knowledge of Social Work Skills in School Setting				
10	Participates in School & District Projects. Appointed, volunteer to serve on committee, starting initiatives- input, diff. of opinion- seek resolution				
11	Maintains Ethical Standards. Code of Ethics of National Association of Social Workers				
12	Developing Professionally				
13	Applied knowledge of Special Education Laws, Procedures, Practices and Policies as applied to school Social Work				
14	Provides Resources to School Staff on contemporary topics *crisis situations *staff support				

	Elements	Unsatisfactory	Proficient	Distinguished	Comments
15	Creates, Develops and/or Delivers School Based Programs and Services (ex. Dist. Mandates/BEST/Bullying)				
16	Knowledge of current Mental Health Practices *Medications *Psych/medical relating to possible side effects, etc. *Developmental Disabilities & Social Dev.				
17	Knowledge of Social work within schools				
18	Knowledge of Optimum Learning Environment Arrangements in class/organization/conducive to learning. 504, strategies				

Social Worker Signature Date

Administrator's Signature Date

SOCIAL WORKER EVALUATIONS SEGMENT 1 - PROBATIONARY

Social Worker: _____

Administrator: _____

Building: _____

Conference Dates: _____

	Elements	Unsatisfactory	Proficient	Distinguished	Comments
1	Written Communications				
2	Oral Communications				
3	Maintains Accurate Punctual Records. Mandated required reports to be completed and filed on time.				
4	Relationship with Students				
5	Relationship with families/ parents/caregivers				
6	Provides Current Parent Education				
7	Relationship with School Staff				
8	Participates as Team Member- IEP, MET, BIP's FBA's, etc. (Collaboration socio emotional partnership)				
9	Community Based Resources & Knowledge of Social Work Skills in School Setting				
10	Participates in School & District Projects. Appointed, volunteer to serve on committee, starting initiatives- input, diff. of opinion- seek resolution				
11	Maintains Ethical Standards. Code of Ethics of National Association of Social Workers				
12	Developing Professionally				
13	Applied knowledge of Special Education Laws, Procedures, Practices and Policies as applied to school Social Work				
14	Provides Resources to School Staff on contemporary topics *crisis situations *staff support				

	Elements	Unsatisfactory	Proficient	Distinguished	Comments
15	Creates, Develops and/or Delivers School Based Programs and Services (ex. Dist. Mandates/BEST/Bullying)				
16	Knowledge of current Mental Health Practices *Medications *Psych/medical relating to possible side effects, etc. *Developmental Disabilities & Social Dev.				
17	Knowledge of Social work within schools				
18	Knowledge of Optimum Learning Environment Arrangements in class/organization/conducive to learning. 504, strategies				

Social Worker Signature Date

Administrator's Signature Date

Huron Valley Schools
SOCIAL WORKER PERFORMANCE APPRAISAL
 Segments 2 and 3

Name:		Building	
	Assignment:		

Selected Goal:

Self-Assessment of Goal Attainment

To Be Completed by Administrator

*Supports Self-Assessment
Assessment*

*Unable to Support Self-
Documentation attached*

Fall Conference Date:		Spring Conference Date:	
Social Worker's Signature	Date	Administrator's Signature	Date

APPENDIX C-6 PSYCHOLOGIST EVALUATION FORMS

**Huron Valley Schools
Psychologist Evaluation Instrument**

Name: _____ Director of Special Education: _____

Building: _____ Conference Dates: _____

Standard I: School psychologists work as effective members when dealing with staff and families.

Criteria	Unsatisfactory	Proficient	Distinguished
1. Engages in indirect and direct consultation and assessment practices that identify why students are not being academically or socially successful.			
2. Uses data-driven processes that provide meaningful information to staff and families about how students learn.			
3. Helps develop and monitor strategic instructional, behavioral, or motivational interventions that strengthen the learning process.			

Standard II: School psychologists have knowledge of psycho-educational theories and know how to deliver these services to schools.

Criteria	Unsatisfactory	Proficient	Distinguished
1. Keeps abreast of sound psychological principles and practices in consultation, assessment, and counseling.			
2. Acts as a resource for colleagues, parents, and students in the application of psychology to effective schooling.			
3. Selects appropriate materials, methods, and resources to assess and assist students in achieving learning and behavioral objectives.			

Standard III: School psychologists use a decision-making process in collaboration with other team members, school staff, and students' family members, as appropriate to identify academic and behavior problems and to facilitate appropriate service delivery systems.

Criteria	Unsatisfactory	Proficient	Distinguished
1. Defines problems in ways that identify desired goals and develops multiple methods to assess student progress.			
2. Selects assessment methods that are validated for the problem area.			
3. Helps develop and implement effective interventions.			
4. Integrates technology and research into planning and facilitating effective instructional and behavioral interventions.			

Standard IV: School psychologists actively participate in activities designed to continue, enhance, and upgrade their professional training and skills the help ensure high-quality service provision.

Criteria	Unsatisfactory	Proficient	Distinguished
1. Seeks out opportunities to enhance instructional practice through workshops, professional organizations, conferences, and graduate-level courses.			
2. Seeks the assistance of other disciplines in consultative or referral roles in providing services, as appropriate.			
3. Maintains awareness of effective psychological practices and materials and uses newly acquired knowledge and skills in professional practice.			

Standard V: School psychologists exhibit a high degree of professionalism.

Criteria	Unsatisfactory	Proficient	Distinguished
1. Takes leadership roles on committees; helps to plan staff meetings or workshops, and shares knowledge or expertise with colleagues.			
2. Meets professional obligations in a timely manner (including reports and data collection), participates in meetings, and is willing to serve as a facilitator/mentor to others.			
3. Conducts him-/herself in a professional manner when collaborating with colleagues, community and public agencies, and private partners on behalf of students and families.			
4. Follows federal, state, & local policies & procedures.			

Psychologist's Signature

Date

Administrator's Signature

Date

Standard I: School psychologists work as effective members when dealing with staff and families.

Criteria	Unsatisfactory	Proficient	Distinguished
Direct/Indirect Consultation & Assessment	Fails to utilize appropriate assessment processes to evaluate school concerns and identify factors that influence learning.	Utilizes appropriate indirect and direct consultation and assessment procedures to evaluate school concerns.	Is innovative in the use of indirect and direct consultation and assessment procedures to evaluate school Concerns.
Uses data-driven information about learning	Rarely uses valid and appropriate assessment methods that match the presenting problem.	Uses valid and appropriate assessment methods that match the presenting problem.	Serves as a resource to colleagues in determining the most appropriate assessment methods to match presenting problems.
Develops and monitors interventions	Rarely generates, models, collaborates, and helps implement strategic instructional and behavioral interventions with students, families, and staff.	Generates, models, collaborates, and helps implement strategic instructional and behavioral interventions with students, families, and staff.	Regularly collaborates with students, families, and staff to implement strategic instructional and behavioral interventions.

Standard II: School psychologists have knowledge of psycho-educational theories and know how to deliver these services to schools.

Criteria	Unsatisfactory	Proficient	Distinguished
Principles and practices	Rarely attends trainings and conferences relevant to the discipline of school psychology.	Attends trainings and conferences relevant to the discipline of school psychology.	Regularly attends offered trainings and conference and/or serves as a presenter in areas of expertise related to school psychology.
Acts as a resource	Rarely provides appropriate information and referral sources for colleagues, parents, and students.	Provides appropriate information and referral sources for colleagues, parents, and students.	Often provides appropriate information and referral sources for colleagues, parents, and students.
Selects appropriate tools	Inflexible in service delivery model. Uses a “one-size fits-all” approach.	Selects situation appropriate materials, methods, and resources to assess and assist students.	Demonstrates flexibility in selecting situation appropriate materials, methods, and resources to assess and assist students.

Standard III: School psychologists use a decision-making process in collaboration with other team members, school staff, and students' family members, as appropriate to identify academic and behavior problems and to facilitate appropriate service delivery systems.

Criteria	Unsatisfactory	Proficient	Distinguished
Defines problems in ways that identify desired goals and develops multiple methods to assess student progress	Rarely states problems in observable and measurable terms and assessment strategies reflect and address the identified problem.	States problems in observable and measurable terms and assessment strategies reflect and address the identified problem.	Clearly states problems in observable and measurable terms and assessment strategies reflect and address the identified problem.
Selects valid assessment methods	Rarely uses valid and appropriate assessment methods that match the presenting problem.	Uses valid and appropriate assessment methods that matches the presenting problem.	Identify new tools and methods of assessment appropriate for the presenting problem.
Develops and Implements effective interventions	Rarely develops Effective interventions that are based on the data collected.	Develops effective interventions that are based on the data collected.	Develops innovative and effective interventions based on the data collected.
Integrates technology and research	Rarely uses technology and/or research in planning and facilitating instructional and behavioral interventions.	Uses technology and/or research in planning and facilitating instructional and behavioral interventions.	Provides training or in-services to colleagues regarding technology and/or research to assist in facilitating instructional and behavioral interventions.

Standard IV: School psychologists actively participate in activities designed to continue, enhance, and upgrade their professional training and skills the help ensure high-quality service provision.

Criteria	Unsatisfactory	Proficient	Distinguished
Seeks opportunities to enhance instructional practice	Practice rarely attends district and/or county workshops, seminars, in-service trainings, and conferences related to the profession of school psychology.	Attends district and/or county workshops, seminars, in-service trainings, and conferences related to the profession of school psychology instructional.	Is instrumental in developing district and/or county workshops, seminars, in-service trainings, and conferences related to the profession of school psychology enhance.
Seeks assistance of other disciplines	Participates infrequently in HVS school or system wide committees or workgroups.	Participates in HVS school or system wide committees or workgroups.	Participates frequently in HVS school or system wide committees or workgroups.

Maintains awareness of and utilizes effective Psychological practices	Does not stay abreast of current pertinent practices to the field of school psychology by accessing electronic and printed resources.	Stays abreast of current pertinent practices to the field of school psychology by accessing electronic and printed resources.	Serves as a resource to colleagues regarding current strategies and practices.
-----------------------------------------------------------------------	---------------------------------------------------------------------------------------------------------------------------------------	-------------------------------------------------------------------------------------------------------------------------------	--------------------------------------------------------------------------------

Standard V: School psychologists exhibit a high degree of professionalism.

Criteria	Unsatisfactory	Proficient	Distinguished
Leadership	Rarely participates on committees and attends psychology department meetings.	Participates on committees and attends psychology department meetings.	Assumes leadership roles on committees, helps to plan special education meetings and shares knowledge with colleagues.
Timeliness	Infrequently completes Professional obligations in a timely manner, including report completion and data collection.	Completes professional obligations in a timely manner, including report completion and data collection.	Documentation is complete and distributed at or prior to scheduled meetings (i.e. METs, IEPs).
Professional Conduct	Fails to conduct self in a professional manner.	Conducts self in a professional manner.	Is a role model for professional behavior.
Adheres to policies and procedures	Fails to follow federal, state, and local regulations, policies, and procedures .	Follows federal, state, and local regulations, policies, and procedures.	Is a resource for federal, state, and local regulations, policies, and procedures.

Psychologist's Signature

Date

Administrator's Signature

Date

Huron Valley Schools
PSYCHOLOGIST PERFORMANCE APPRAISAL
 Segments 2 and 3

Name:		Director of Special Education:	
Building:		Conference Date:	

Selected Goal:

Self-Assessment of Goal Attainment

To Be Completed by Administrator

Supports Self-Assessment
Assessment

Unable to Support Self-
Documentation attached

Fall Conference Date:		Spring Conference Date:	
Psychologist's Signature	Date	Administrator's Signature	Date

APPENDIX C-7 SPEECH PATHOLOGIST EVALUATION FORMS

Speech Pathologist Evaluation Instrument

Name:		Director of Special Education:	
Building:		Conference Dates:	

Knowledge of Diagnostics

Unsatisfactory	Proficient	Distinguished
Pathologist performs assessments that are not comprehensive, do not include appropriate formal and informal measures, and/or do not address concerns presented for assessment.	Pathologist assesses students' communication skills using a basic assessment battery for formal and informal measures when determining eligibility for service; addresses most concerns presented for assessment.	Pathologist accurately assesses students' communication skills using appropriate formal and informal measures when determining eligibility for service; addresses concerns presented for assessment.
Pathologist does not modify assessment to meet the individual needs of the student.	Pathologist modifies assessment to meet the individual needs of the student.	Pathologist modifies assessment with a variety of tools to meet the individual needs of the student and effectively communicates results to parents and/or staff.

Knowledge of Intervention Strategies

Unsatisfactory	Proficient	Distinguished
Pathologist plans lessons that do not reflect an understanding of communication skills and development.	Pathologist uses knowledge of communication skills and child development to plan and implement appropriate intervention.	Pathologist uses knowledge of communication skills and development to plan and implement appropriate intervention, making adaptations for ability levels and disorders.
Pathologist does not discuss, reinforce, and/or promote independent use of communication skills.	Pathologist makes students aware of their present level of communication skills and goals.	Pathologist helps students take responsibility for learning and using optional communication skills.
Pathologist does not use new or different techniques or strategies with students; utilizes specific and/or familiar techniques or strategies, regardless of their effectiveness in promoting the development of optimal communication skills.	Pathologist implements several techniques or strategies for improving communication skills of students.	Pathologist implements new or varied techniques or strategies for improving communication skills of students.

Knowledge of Intervention Strategies (Cont.)

Unsatisfactory	Proficient	Distinguished
Expectations of students are not clearly stated. Feedback on students' work is often inaccurate, non-specific, or non-existent.	Expectations of students are stated. Pathologist occasionally gives students feedback regarding performance to improve learning.	Expectations of students are clearly stated. Pathologist gives students feedback at optimal times regarding performance to improve learning.
Pathologist uses inappropriate lessons/activities for students in a group session without regard for the specific needs of students.	Pathologist designs lessons/activities that address the specific needs of each student within a group setting.	Pathologist designs motivating lessons/activities that address the specific needs of each student within a group setting.
Pathologist avoids and/or is resistant to applying information from research in the field of speech-language pathology to lessons.	Pathologist shows willingness to apply information from research in the field of speech-language pathology to lessons.	Pathologist routinely applies information from research in the field of speech-language pathology to lessons.

Knowledge of Special Education Procedures

Unsatisfactory	Proficient	Distinguished
Pathologist makes recommendations for service eligibility/ineligibility with little or no regard for the HVS Speech and Language Programs guidelines.	Pathologist demonstrates basic knowledge of HVS' Speech and Language Programs guidelines to establish rationale for service eligibility.	Pathologist demonstrates extensive knowledge of HVS' Speech and Language Programs guidelines to establish rationale for service eligibility.
Pathologist does not complete MET and/or IEP paperwork appropriately.	Pathologist develops MET and IEP reports containing appropriate information regarding the speech and language needs of the student.	Pathologist develops MET and IEP reports containing all appropriate information regarding the speech and language needs of the students and makes modifications as needed.
Pathologist lacks awareness of required procedures; does not implement mandated procedures; does not implement IEP as written.	Pathologist usually implements required IEP team procedures for students with disabilities; usually implements IEP's as written.	Pathologist consistently implements required IEP team procedures for students with disabilities; consistently implements IEP's as written.

Professional Responsibility

Unsatisfactory	Proficient	Distinguished
Pathologist does not adequately convey information regarding communication skills to family or staff.	Pathologist communicates information, concerns, and progress to families and staff as needed.	Pathologist effectively communicates information, concerns, and progress to families and staff as needed.
Pathologist does not participate or collaborate with RISE members.	Pathologist participates in RISE meetings or communicates with team members as needed.	Pathologist actively participates in RISE meetings or communicates with team members as appropriate.
Pathologist does not pursue knowledge about speech-language best practices through a variety of professional growth activities; little or no change in assessment or intervention strategies from year to year.	Pathologist acquires knowledge and skills in best practices through professional activities such as: <ul style="list-style-type: none"> • attending district workshops and conferences or • participating in seminars, study groups and in-service trainings. 	Pathologist acquires knowledge and skills in best practices through professional activities such as: <ul style="list-style-type: none"> • attending county, state or national conferences or • reading professional literature or • affiliating with professional organizations
Pathologist shows little or no evidence of interaction with colleagues to exchange professional ideas.	Pathologist interacts with colleagues to share ways in which assessment and intervention can be improved.	Pathologist takes initiative with colleagues to share ways in which assessment and intervention skills can be improved.
Pathologist is unaware of, or fails to adhere to, the ethical standards of the American Speech-Language-Hearing Association.	Pathologist is knowledgeable of the ethical standards of the American Speech-Language-Hearing Association.	Pathologist adheres to the ethical standards of the American Speech-Language-Hearing Association.

Huron Valley Schools
ADMINISTRATIVE OBSERVATION
Speech-Language Pathologist

Name: _____ Director of Special Education: _____

Building: _____ Conference Dates: _____

Knowledge of Diagnostics: Unsatisfactory Proficient
Distinguished

Knowledge of Intervention Strategies: Unsatisfactory Proficient
Distinguished

Knowledge of Special Education Procedures: Unsatisfactory Proficient
Distinguished

Evidence of Professional Responsibilities: Unsatisfactory Proficient
Distinguished

Speech-Language Pathologist's Signature Date

Administrator's Signature Date

Huron Valley Schools
SPEECH PATHOLOGIST PERFORMANCE APPRAISAL
 Segments 2 and 3

Name: _____ Building _____
 Assignment: _____

Selected Goal:

Self-Assessment of Goal Attainment

To Be Completed by Administrator

*Supports Self-Assessment
 Assessment*

*Unable to Support Self-
 Documentation attached*

Fall Conference Date:		Spring Conference Date:	
Speech Pathologist's Signature	Date	Administrator's Signature	Date

APPENDIX C-8 MEDIA SPECIALIST EVALUATION FORMS

**HURON VALLEY SCHOOLS
 MEDIA SPECIALIST EVALUATION
 PROFESSIONAL PERFORMANCE RUBRIC
 THE MEDIA CENTER ENVIRONMENT (COMPONENT)**

Elements	Unsatisfactory	Basic	Proficient	Distinguished
Learning and information needs	Media Specialist (MS) does not assess learning and information needs of staff and students.	Media Specialist provides Media Center resources only.	Media Specialist communicates with staff and students and selects appropriate resources.	MS plans and works collaboratively with teachers to use appropriate resources that address curricular needs and learning goals.
Information Literacy	MS does not incorporate information literacy into instruction.	MS minimally incorporates information literacy into instruction.	MS regularly incorporates information literacy into instruction.	MS always incorporates information literacy into instruction.
Reading and life-long learning	MS does not promote reading and life-long learning.	MS provides reading materials and access with minimal promotion.	MS works with students one-on-one and in groups to stimulate reading and life-long learning.	MS advocates and promotes reading and life-long learning through book talks, book lists, book clubs, book fairs, etc.
Partnership with technology department to promote media and technology programs	MS does not partner with the Instructional Technology Department to promote the media and technology program.	MS minimally communicates with the tech department to promote the media and technology program.	MS partners with the tech department to promote the media and technology program.	MS actively partners with the tech department to promote the media and technology program.

**HURON VALLEY SCHOOLS
 MEDIA SPECIALIST EVALUATION
 PROFESSIONAL PERFORMANCE RUBRIC
 THE MEDIA CENTER ENVIRONMENT (COMPONENT)**

	Unsatisfactory	Basic	Proficient	Distinguished
Environment	MS does not create and maintain an environment conducive to learning.	Media center is open and available for use.	MS creates and maintains an environment conducive to learning.	MS creates and maintains an environment conducive to learning and media center becomes a focal point of the building.
Organization of media center	MS does not organize media center and does not allow for intellectual and physical access to resources.	MS minimally organizes media center and does little to allow for intellectual and physical access to resources.	MS organizes media center and allows for intellectual and physical access to resources.	Media Specialist organizes the media center and maximizes intellectual and physical access to the resources.
Effective use of the media center and its resources	MS does not instruct students and staff in the effective use of the media center and its resources.	MS provides signage and verbal directions only for staff and students.	MS instructs staff and students through orientation at the start of the year and each semester and is personally available for questions.	MS provides large and small group instruction on Media Center's uses throughout the school year.
Promotion of the media program through Interaction with staff, students, administration, and the community.	MS does not interact with staff, students, administration, and the community to promote and expand the media program.	MS minimally interacts with the staff, students, administration, and the community to promote and expand the media program.	MS regularly interacts with the staff, students, administration, and the community to promote and expand the media program.	MS actively interacts with the staff, students, administration, and the community to promote and expand the media program.

**MEDIA SPECIALIST EVALUATION
PROFESSIONAL PERFORMANCE RUBRIC
THE MEDIA CENTER ENVIRONMENT (COMPONENT)**

	Unsatisfactory	Basic	Proficient	Distinguished
Selection of Resources	MS does not evaluate and select resources that address curricular needs and learning goals in collaboration with teachers, technology staff, and students.	MS purchases resources with minimal collaboration with teachers, technology staff, and students.	MS purchases needed resources that address curricular needs and learning goals.	MS develops a collection development policy and makes purchases of resources based on that collection development policy.
Collection Development	MS does not maintain a collection that considers the curricular needs and budgetary constraints.	MS maintains a collection addressing some of the curricular needs and learning goals.	MS maintains a collection addressing curricular need and learning goals within budget constraints	MS maintains a collection addressing curricular need and learning goals within budget constraints and actively seeks outside funding.
Evaluation of the school library media program	MS does not evaluate the school library media program on a continual basis according to accepted standards of quality.	MS minimally evaluates the school library media program according to accepted standards of quality.	MS periodically evaluates the school library media program according to accepted standards of quality.	MS constantly evaluates the school library media program according to accepted standards of quality.
Access to the school library media center and its resources.	MS does not work with the principal and school leadership team to provide flexible access to the media center and its resources.	MS provides minimal access to the media center and its resources.	MS provides accommodations to the media center and its resources.	MS actively encourages the use of the media center and its resources.
Resource sharing with other libraries and agencies	MS has no communication with other libraries or agencies to share resources that enhance teaching and learning of students and teachers.	MS has occasional communication with other libraries and agencies to share resources that enhance teaching and learning of students and teachers.	MS has regular communication with other libraries and agencies to share resources that enhance teaching and learning of students and teachers.	MS frequently networks with other libraries and agencies to share resources that enhance teaching and learning of students and teachers.
Print and electronic resources and services	MS does not know or use print and electronic resources or services within the media center.	MS knows a few print and electronic resources and services within the media center.	MS knows many print and electronic resources and services within the media center.	MS continually uses many print and electronic resources and services within the media center.

**MEDIA SPECIALIST EVALUATION
PROFESSIONAL PERFORMANCE RUBRIC
THE MEDIA CENTER ENVIRONMENT (COMPONENT)**

	Unsatisfactory	Basic	Proficient	Distinguished
Principles of intellectual freedom	MS does not practice the principles of intellectual freedom.	MS minimally practices the principles of intellectual freedom.	MS mostly adheres to and follows the principles of intellectual freedom.	MS actively advocates the principles of intellectual freedom.
Copyright laws and guidelines	MS does not adhere to or communicate copyright as well as other laws and guidelines to educate students and staff.	MS adheres to copyright and minimally communicates copyright by posting notices, laws, and rules and regulations.	MS communicates to students and staff about specific rules and regulations regarding copyright and other laws.	MS instructs staff and students about copyright laws and regulations.
Print and electronic resources and services	MS does not know or use print and electronic resources or services within the media center.	MS knows a few print and electronic resources and services within the media center.	MS knows many print and electronic resources and services within the media center.	MS continually uses many print and electronic resources and services within the media center.
Reports	MS does not prepare and submit reports.	MS prepares and submits reports when required.	MS prepares and submits reports regularly.	MS uses prepared reports to enhance the media center.
Established laws, policies, rules and regulations	MS does not adhere to established laws, policies, rules and regulations.	MS adheres to established laws, policies, rules and regulations when required.	MS adheres to established laws, policies, rules and regulations.	MS adheres to and enforces established laws, policies, rules, and regulations.
Instructional Technology	MS is not involved in instructional technology resources to enhance learning.	MS has basic technology knowledge.	MS has knowledge of numerous technology programs and hardware.	MS applies knowledge of technology programs and hardware to enhance learning.
Professional Development	MS does not follow a plan for personal professional development and does not seek out opportunities to grow professionally.	MS participates in professional activities to a limited extent when they are convenient.	MS participates in professional development to enhance content knowledge and shares knowledge with colleagues.	MS seeks out opportunities for professional development, makes a systematic attempt to apply learning the media center, and shares information with colleagues.

APPENDIX C-9 TEACHER LEADER EVALUATION FORMS

Teacher Leader Rubric

(based on Performance Indicators of the School Improvement Framework Strands)

	Unsatisfactory	Basic	Proficient	Distinguished	Does Not Apply
<p>TEACHING FOR LEARNING (Curriculum, Instruction, and Assessment)</p> <ul style="list-style-type: none"> Aligns, reviews, and monitors curriculum according to the standards Plans curriculum and instruction with appropriate content, developmental appropriateness, and best practices Develops and aligns consistent, reliable assessments that inform curriculum and instruction 					
<p>LEADERSHIP</p> <ul style="list-style-type: none"> Demonstrates knowledge of curriculum, instruction, and assessment Identifies staff needs and facilitates necessary support Collaborates in decision-making process Facilitates professional atmosphere Demonstrates effective leadership 					
<p>PROFESSIONAL LEARNING</p> <ul style="list-style-type: none"> Collaborates and communicates with staff Pursues professional and personal growth Sets goals and self-assesses toward continuous improvement Accepts and grows with challenges and change 					
<p>SCHOOL AND COMMUNITY RELATIONS</p> <ul style="list-style-type: none"> Seeks ways to effectively communicate with parents Seeks ways to successfully involve and/or be involved in the community 					
<p>DATA AND INFORMATION MANAGEMENT</p> <ul style="list-style-type: none"> Selects appropriate tools for collecting and analyzing information Systematically uses data in decision making Analyzes and interprets information to guide decisions about curriculum, instruction, and assessments 					

Huron Valley Schools
TEACHER LEADER PERFORMANCE APPRAISAL

Date _____

Name _____ Administrator _____

Building _____ Assignment _____

Date _____ Year 1 _____ Year 2 _____

Selected Goal(s):

Self-Assessment of Goal Attainment

To Be Completed By Administrator

_____ *Supports Self- Assessment*

_____ *Unable to Support Self-Assessment
Documentation attached*

Fall Conference Date _____ Spring Conference Date _____

Teacher's Signature

Administrator's Signature

LETTER OF AGREEMENT BETWEEN
HURON VALLEY BOARD OF EDUCATION
AND THE
HURON VALLEY EDUCATION ASSOCIATION

RE: ADOPTION LEAVE

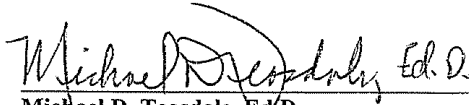
The parties agree that up to twenty one (21) consecutive days, fifteen (15) of which may be paid days that come from a members personal sick bank can be taken to be used for the purposes of adoption.

The member shall submit an appropriate FMLA request to Human Resources and notify the building administration as far in advance as possible of the requested leave, but not less than 15 calendar days before the leave would commence.

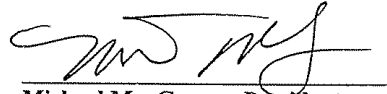
WITNESS:

Huron Valley Schools

Huron Valley Education Association



Michael D. Teasdale, Ed.D
Executive Director of Human Resources



Michael MacGregor, President

03 June 2009
Date

6-3-09
Date