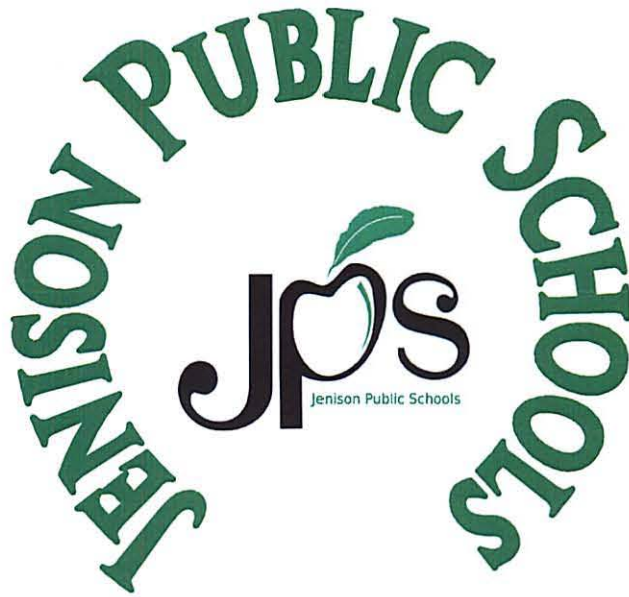


# MASTER AGREEMENT



JENISON EDUCATION ASSOCIATION  
AND THE  
JENISON PUBLIC SCHOOL DISTRICT

**SEPTEMBER 1, 2011 - AUGUST 31, 2013**

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**JENISON EDUCATION ASSOCIATION CONTRACT**

**2011-2012/2012-2013**

This agreement entered into this 1st day of September 2011 by and between the Jenison Education Association, hereinafter called the "Association," and the Jenison Public School District, Jenison, Michigan, hereinafter called the "Board." The signatories shall be the sole parties of this Agreement.

**PREFACE:**

Whereas, the Board and the Association recognize and declare that providing a quality education for the children of Jenison is their mutual aim and that the character of such education depends predominately upon the quality and morale of the teaching service, and

Whereas, the Board has statutory obligation, pursuant to the Public Employment Relations Act, Act 336, of the Public Acts of 1947, as amended, to bargain with the Association as the representative of its teaching personnel with respect to hours, wages, terms, and conditions of employment, and

Whereas, the parties have reached certain understandings which they desire to conform in this Agreement,

In consideration of the following mutual covenants, it is hereby agreed as follows:

## **ARTICLE 1**

### **Recognition**

- A. The Board agrees to recognize the Association as the sole and exclusive bargaining representative for all professional teaching staff under contract, exclusive of administrative personnel, substitute teachers, supervisors, school social workers and school psychologists.
- B. The terms "teacher" or "employee," singular or plural, when used hereinafter in this Agreement, shall refer to all personnel represented by the Association in the bargaining unit as defined above, and references to one gender shall include the other gender.

## **ARTICLE 2**

### **Association and Teacher Rights**

- A. Pursuant to the Michigan Public Employment Relations Act, the Board hereby agrees that every employee of the Board shall have the right freely to organize, join and support the Association for the purposes of engaging in collective bargaining or negotiations.
- B. Nothing contained herein shall be construed to deny or restrict to any teacher rights he may have under the Michigan General School Laws. The rights granted to teachers hereunder shall be deemed to be in addition to those provided elsewhere.
- C. The Association shall have the right to use the school buildings. Permission must be obtained from the Building Administrator, and the same rules and regulations will apply to the Association as to other community groups. The JEA will not be charged for rental use when there is a custodian on duty in the building.
- D. The provisions of this Agreement shall be applied without regard to sex, sexual orientation, marital status, race, color, national origin, religion, age, height, weight, handicap, disability, or limited English proficiency. No employees will be subjected to discrimination in the course of their employment with Jenison Public Schools.
- E. The Association shall have the right to use the facilities and the office, audio-visual, and business equipment in the school buildings at reasonable times when such facilities and equipment are not otherwise in use. The Association shall furnish or pay for the reasonable cost of all materials and supplies incidental to such use and will be responsible for the cost of repairs or any damage or loss directly attributable to inappropriate or improper use, and provided further that such repair or loss is not covered by insurance, warranty, and/or service agreements.
- F. The Board agrees to furnish to the Association, in response to reasonable requests, all available public information concerning the financial resources of the district as will assist the Association in developing intelligent, accurate, informed and constructive proposals on behalf of the teachers.

### **ARTICLE 3**

#### **Management Rights and Responsibilities**

- A. The Board, on its own behalf and on behalf of the electors of the district, hereby retains and reserves unto itself, without limitation, all power, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of Michigan, and of the United States, including, but without limiting the generality of the foregoing, the right to the executive management and administrative control of the school system and its properties and facilities and the activities of its employees; to hire all employees and, subject to the provisions of law, to determine their qualifications and the conditions for their continued employment, or their dismissal or demotion; and to promote and transfer all such employees; to establish grades and courses of instruction; to establish special programs; and to provide for athletic, recreational and social events for students, all as deemed necessary or advisable by the Board and 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; 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.
- B. The exercise of the foregoing powers, rights, authority, duties and responsibilities by the Board, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this Agreement and then only to the extent such specific and express terms hereof are in conformance with the Constitution and Laws of the United States. It is further recognized that the Board, in meeting such responsibilities and, in exercising its powers and rights, acts through its administrative staff.

## **ARTICLE 4**

### **Professional Dues or Fees and Payroll Deductions**

- A. Any teacher who is a member of the Association, or who has applied for membership, may sign and deliver to the Board an assignment authorizing deduction of Professional Dues in the Association, which sum shall be established by the Association. Such authorization shall continue in effect from year to year unless revoked in writing between June 1 and September 1 of any year. Pursuant to such authorization, the Board shall deduct one-twentieth (1/20th) of such dues from twenty (20) regular salary checks of the teacher.
- B. Bargaining unit members shall, as a condition of employment, within thirty (30) calendar days of the beginning of their employment, or by October 1, whichever is later:
1. Join the Association and authorize deduction of membership dues pursuant to Section A above, or
  2. Pay a service fee to the Association equivalent to the amount of dues uniformly required of the members of the JEA/MEA/NEA, less any amounts not permitted by law. The bargaining unit member may authorize payroll deduction for such fee. In the event that the bargaining unit member shall not pay such service fee directly to the Association or authorize payment through payroll deduction, the Board shall, pursuant to statutory authority and at the request of the Association, deduct this service fee from the bargaining unit member's wages and remit same to the Association. Payroll deductions made pursuant to this provision shall be made in equal amounts, as nearly as may be, from the paychecks of each bargaining unit member. Monies so deducted shall be remitted to the Association along with the dues deducted from Association members. Should there be an objection to the proper amount of the service fee to be deducted, the teacher must exhaust the internal procedures of the Association for review of such objection prior to pursuing any other procedure for contesting the amount of the fee. The amount of the service fee is not subject to the grievance procedure or the arbitration provisions of this Agreement.
- C. With respect to all sums deducted by the Board pursuant to authorization of the employee, whether for professional dues or representation benefit fee, the Board agrees promptly to disburse said sums to the Association. The Association agrees to hold the Board harmless from any action growing out of these deductions and assumes full responsibility for the disposition of all funds turned over to the Association or the designated agency of the Association.
- D. The Association agrees to assume the legal defense of any suit or action brought against the Board regarding Sections A through C of this Article of the Collective Agreement. The Association further agrees to indemnify the Board for any costs or damages which may be assessed against the Board as the result of said suit or action; subject, however, to the following conditions:
1. The damages have not resulted from the negligence, misfeasance, or malfeasance of the Board or its agents.
  2. The Association, after consideration with the Board, has the right to decide whether to defend any said action or whether or not to appeal the decision of any court or other tribunal regarding the validity of the section or the defense which may be assessed against the Board by any court or tribunal.
  3. The Association has the right to choose the legal counsel to defend any said suit or action.



4. The Association shall have the right to compromise or settle any claim made against the Board under this section.
- E. Upon appropriate written authorization from the teacher, the Board shall deduct from the salary of any teacher, and make appropriate remittance for credit union, city income taxes as appropriate or any other plans or programs jointly approved by the Association and the Board. Direct deposit of payroll checks is available to employees through the Business Office. The Business Office must have in writing the employee's authorization for any deductions at least seven (7) days prior to the effective date of such deductions. Deductions may be discontinued by notifying the Business Office seven (7) days prior to the end of a pay period.
- F. The Board and the Association recognize the importance of each employee pursuing an active retirement savings plan. To this end, the Board will provide payroll deduction for participation in 403b plans. Applications for payroll deduction will be accepted at any time. Participation in any and all programs is subject to IRS guidelines.

## ARTICLE 5

### **Teaching Hours and Conditions**

- A. The Board agrees at all times to maintain a list of substitute teachers. Teachers must report unavailability for work prior to 7:00 a.m. Once a teacher has reported unavailability, it shall be the responsibility of the Administration to arrange for a substitute teacher. The use of regular teachers as substitute teachers shall be avoided whenever possible. Whenever a classroom teacher is asked by an Administrator to forfeit his/her planning period to take over a class for another teacher, he/she shall be compensated at the rate of .07% of the BA Base per period forfeited.
- B. Elementary teachers are to be in their respective buildings from 8:35 a.m. to 3:45 p.m. Secondary teachers are to be in their respective buildings from 7:45 a.m. to 3:00 p.m. The starting and ending times of the school day at the respective buildings may be adjusted earlier or later by not more than thirty (30) minutes in the same direction by the Administration in such a manner that the length of the school day as stipulated in this article is not exceeded. An adjustment in excess of thirty (30) minutes may be made with the consent of a majority of the teachers in the respective building.
- C. A teacher shall request permission from his/her building administrator or designee to leave earlier than the time set forth in Part B. The administrator may require the request confirmed in writing.
- D. Teachers are encouraged to remain for a sufficient period after the close of the normal school day to attend to those matters which properly require attention at that time, including consultations with parents and students, when scheduled directly with the teacher, except that on days preceding holidays or vacations, the teachers' day shall end at the close of the pupils' day.
- E. In the junior and senior high a normal teaching load shall consist of five (5) classes in a six (6) period day or six (6) classes in a seven (7) period day. One (1) period in the teaching day shall be for planning and preparation, and working with students and parents. If, with the consent of the teacher, this period is used for teaching on a permanent basis, the teacher shall be paid one-sixth (1/6) of his/her step pay for the remaining days under the contract.
- F. All teachers shall be entitled to a duty-free uninterrupted lunch period of a minimum of thirty (30) minutes in the secondary and forty (40) minutes in the elementary.
- G. Elementary classroom teachers will receive a guaranteed minimum of two hundred and fifty (250) minutes preparation time each week during which time their classes will receive instruction from various teaching specialists. The regular classroom teacher may use for preparation all time during which their classes receive instruction from various teacher specialists. In the event that art, music, or physical education is eliminated in one or more elementary buildings, those teachers so affected will continue to receive a minimum of two hundred and fifty (250) minutes preparation time each week. Part-time teachers will receive a proportionate amount of paid preparation time per class period taught as is received by a full-time teacher per class period taught.
- H. Elementary special and special education teachers shall have a minimum of two hundred and fifty (250) minutes of preparation time per week in time periods of not less than twenty-five (25) minutes, not to include travel time, recesses and supervised lunch periods. Travel time is to be interpreted as closing the class in the first building, actual travel time, and opening class in a different building, with a minimum of twenty (20) minutes scheduled for travel.

- I. Teachers shall be required to attend faculty meetings and conferences as prescribed by the Administration. Faculty meetings will be held on Mondays or Tuesdays and will take precedence over all other meetings. Except in case of emergency, notification of such meetings shall be given by the last school day of the preceding week. Faculty meetings shall begin within fifteen (15) minutes after the end of a normal school day. Teachers shall not be required to remain beyond one (1) hour after the meeting begins. This does not apply to early dismissal or abbreviated school days.
- J. Daily preparation for effective teaching, correcting papers and themes, attending faculty meetings and similar activities require many hours outside of the classroom and are part of the professional responsibilities of the teacher and counselors. School programs shall be planned cooperatively by the faculty and Administration. Attendance at these appropriately related functions is expected to reflect the individual teacher's acceptance of professional responsibilities. Attendance at parent/teacher conferences and open house shall be required unless an emergency or conflict arises, and this must be discussed with the Director of Personnel, who may excuse a teacher or counselor if circumstances warrant. If the conferences are to be rescheduled at a different time, the teacher or counselor should make an effort to have another professional employee present in the building during these conferences.
- K. Any teacher who is either absent or tardy from a faculty meeting, open house, or the normal school day, except when on leave or having been excused by his building administrator is subject to a loss of one (1) hour pay per hour missed or parts thereof.
- L. A teacher engaged during the school day in negotiating on behalf of the Association with any representative of the Board or participating in any professional grievance procedure, including arbitration, shall be released from regular duties without loss of salary.
- M. Because parent/teacher conferences are an important aspect of an effective educational program, time for such conferences shall be scheduled in the school calendar according to Appendix C. Teachers who work beyond the compensated period of time will either be reimbursed per diem or released from classroom responsibilities to attend additional conferences.  
  
Part-time and tandem teachers are expected to attend all parent/teacher conferences at which parents of any of their students may be expected to attend.
- N. Upon the request of the Association, vending machines shall be installed in the teachers' lounge. The proceeds from all such machines shall be placed in the Jenison Education Association Scholarship Fund. Said scholarship fund shall be administered by the Association.
- O. No departure from these norms, except in case of emergency, shall be made without prior consultation with the Association. In the event of any disagreement between the representative of the Board and the Association as to the need and desirability of such deviation, the matter may be processed through the professional grievance procedure hereinafter set forth.

## **ARTICLE 6**

### **Class Size**

The parties recognize that optimum school facilities for both student and teacher are desirable to insure the high quality of education that is the goal of both the Association and the Board. It is also acknowledged that the primary duty and responsibility of the teacher is to teach and that the organization of the school and the school day should be directed toward insuring that the energy of the teacher is primarily utilized to this end.

A. It is recognized by the Board of Education that the pupil/teacher ratio listed below is an important aspect for an effective educational program; therefore, the following class sizes are established:

1. Elementary Maximum

Pre-K            22 - with full assistant coverage.

K-1              26

2-6              30

Gifted and Talented - 125 case load per FTE teacher.

In the event the above maximums are exceeded, the teacher will receive additional services of a teacher assistant as follows:

1 over - half-time assistant

2 over - full-time assistant

2. Secondary 7-12:

a. 150 students per day, except in vocal and instrumental music the maximum shall be 250 per day and in physical education the maximum shall be 195 per day.

b. No more than twenty-two percent (22%) of the secondary maximums (33 students) shall be assigned to any given class period, with the exception of physical education with a maximum 43 students per hour. Vocal and instrumental music shall have no maximum student limitation.

3. Under no conditions shall the number of students assigned exceed the number of teaching stations available. A teaching station shall be defined as a place for a student to work.

B. The use of teacher assistants assigned to a building will be worked out between the teachers in that building and the Administration.

C. Special Education students who are mainstreamed into the regular classroom shall be distributed as equitably as possible among the various sections. Special education students mainstreamed for one-half time or more teacher contact time in a general education classroom shall be counted as a student enrolled in the class for purposes of this article.

Ongoing communication between special education teachers and general education teachers who serve special education students is essential. By October 1 or ten days after the beginning of second semester as appropriate, staff who provide special education services will distribute written profiles of students on their caseloads to all general education and specials teachers who have these students in class. By October 1 or within ten days after the beginning of second semester as appropriate, special education, general education, and specials teachers will meet to confirm adaptation, accommodation, grading, and other responsibilities. This plan will be submitted to the building principal for review and approval.

The elementary general education teacher who will be receiving a special education student for the next school year will be invited to the IEP meeting if the student has been assigned to a class list at the time of the IEP.

- D. Elementary teachers shall not be required to teach a split grade assignment two (2) years in a row. A split class shall not have more students assigned than the smallest class involved at the grade levels in that school that comprise the splits. A split grade class shall not have more than twenty-five (25) students assigned.

## ARTICLE 7

### **Department Chairperson**

- A. The teachers in all departments in the junior and senior high school shall have a department chairperson with the exception of departments of two or less which will not be considered departments for the purpose of chairperson stipend. The department chairperson will be appointed by the building principal from year to year with a maximum three year term as chairperson. The Principal may extend this appointment for one additional year with agreement of the JEA. The department chairperson should hold the status of tenure and should be willing to fulfill all responsibilities of the position. There shall be a department chairperson in each of the following departments at both the junior high and senior high school levels:

Guidance  
English  
Mathematics  
Social Studies  
Science  
Special Education

Other areas will be part of 7-12 departments as assigned.

- B. The departments will conduct a minimum of one (1) meeting per month. Minutes of the meetings will be in writing with a copy to the principal, Director of Curriculum, and Superintendent.
- C. The department chairperson will be a representative of the department staff. The department chairperson's duties are as follows:
1. Coordinate all department activities.
  2. Provide professional leadership for curriculum development on an educationally sound basis that is consistent with the school philosophy. The final adoption of any program will be required to be submitted in writing and contain the basis rationale for its adoption, course description, course objectives, course outline, text book recommendations a listing of all reference materials and equipment required for the course, and an itemized listing of the estimated expense involved.
  3. Call all required meetings. Senior High School department chairpersons shall also be responsible for meeting with building and central office administrators as a part of the high school scheduling and staffing process. Department chairpersons must call department meetings to discuss scheduling and staffing with the goal of reaching department consensus.
  4. Requisitions must be approved and submitted by the department chairperson.
  5. Field trips must be approved and submitted through the department chairperson.
  6. Conferences must be approved and submitted through the department chairperson. This does not include personal business leave or other types of excused or unexcused absenteeism.
  7. Maintain an up-to-date inventory of departmental equipment.



8. The department chairperson shall not formulate or be responsible for the evaluation of a staff member and no such document shall be maintained in the staff member's personnel file. However, the building principal following verification through an independent investigation may at his/her discretion incorporate in an evaluation conducted by him/her any information voluntarily supplied by the department chairperson.
  9. It is imperative that department chairpersons are in attendance at all scheduled meetings for department chairpersons unless he/she received advance permission to be excused.
  10. The degree to which the department chairperson completes these duties will be reviewed by the principal with the department chairperson.
- D. Department chairpersons shall be compensated in accordance with provisions set forth in Appendix B-1 of this Agreement.

## **ARTICLE 8**

### **Professional Qualifications and Assignments**

- A. Teachers shall not be assigned outside the scope of their teaching certificates and/or their major or minor field of study except temporarily and for good cause, and the Association shall be notified in each instance. Temporary shall be defined for purposes of this Article as not to extend beyond the current school year.
- B. Teachers changing assignments shall be given written notice of their schedules, including building, subject and specific courses and/or grade level, for the forthcoming year no later than the preceding first day of July. In the event that changes in such schedules are proposed, all teachers affected shall be notified and consulted promptly. In no event will changes in teachers' schedules be made later than the first day of August preceding the commencement of the school year, unless an emergency situation requires same, and the teacher and the Association shall be notified in each instance. In the event of any change after the first of August, the Administration will make a reasonable effort to see that this change is mutually agreed to.
- C. Any assignments in addition to the normal teaching schedule during the regular school year shall not be obligatory, but shall be with the consent of the teacher. Preference in making such assignments will be given to tenure teachers regularly employed in the district.

## ARTICLE 9

### **Vacancies and Transfers**

- A. The Board recognizes that it is desirable in making assignments to consider the interests and aspirations of its teachers. Each year, teachers will be given an Intent Form, which is to be filled out and returned to the Personnel Director by February 1. Unless otherwise requested, teachers will remain in their same position except when there is a reduction in work force per Article 17 of the Master Agreement. Requests by a teacher for transfer to a different class, building, or position shall be made in writing on the Intent Forms. The request will set forth the reasons for transfer, the school, grade or position sought, and the applicants academic certification.
- B. Any staff member leaving the school system shall notify the Superintendent on or before July 1 of the coming school year. When a teacher decides not to renew his contract, he is requested to notify the Administration at the earliest convenient date.
- C. A position is defined as a designated assignment of grade level(s) and/or subject area(s) to be taught by a teacher. A vacancy is defined as a position that is unassigned due to termination, resignation, retirement, acceptance of a vacant position by a teacher, the creation of a new position, or an extended leave of absence beyond one year or is staffed by someone hired after August 1 of the previous year

No positions may be assigned or designated to any person until the posting has expired.

No vacancy exists in the secondary schools if a teacher is assigned a position within the same department(s) as the teacher taught during the previous year. At the secondary level, an additional section which is not a part of any other full-time position and which could return a part-time teacher to full-time status, will not be combined with any other part-time position, but will be added to an existing part-time position to increase the position to full-time status, provided the teacher is certified and qualified to teach the section and the section can be taught at the scheduled time in the building.

No vacancy shall exist after August 1 of each year, unless created by the resignation of an existing staff member or an increase in student population requires an additional staff member.

- D. The Board declares its support of a policy of filling vacancies from within its own teaching staff. In filling vacancies, except for involuntary transfers, the following procedures shall govern:
  - 1. If only one properly certified and qualified bargaining unit member applies for a vacancy, that member will be placed in the position. The Administration will advise the Association when that bargaining unit member would not be their choice to fill the vacancy. However, the unit member will be placed in the position and the Administration reserves the right to review the placement.
  - 2. If two or more properly certified and qualified bargaining unit members apply for the same vacancy, the person with the most seniority will be placed in the position unless one of the members has:
    - a. More current experience in subject or grade level.
    - b. Additional course work, endorsements or advanced degrees applicable to the position.
    - c. Documented past performance problems that would affect the new assignment.
  - 3. Any members hired after August 1 of the preceding year will not be considered for any vacancy until all more senioered members have been assigned or placed in a position during initial round of postings. In all cases, the Superintendent reserves the right to assignment of teachers. When the bargaining unit member with the most seniority is not selected for the position, the superintendent will inform the association.

If no bargaining unit member meets the foregoing criteria, the district will consider applicants from outside the bargaining unit.

- E. The Association recognizes that when vacancies occur during the school year it may be difficult to fill them from within the district without undue disruption to the existing instructional program. If the Superintendent so determines, such a vacancy may be filled on a temporary or tentative basis until the end of the current year, at which time the position will be considered vacant.
- F. Whenever a vacancy arises, the Director of Personnel shall promptly notify the Association, notify all members via electronic communication, and post notice of same on a bulletin board in each school building for no less than one (1) week before the position is filled. When vacancies occur before August 1, when regular school is not in session, the following procedure, in addition to the procedures heretofore outlined, shall be followed:
  - 1. Should a vacancy occur, the teachers who have expressed an interest in said position shall be contacted by the Personnel Office or Director and notified personally or by certified mail of the vacancy.
  - 2. The teachers so notified shall have the responsibility of contacting the Personnel Office or Director indicating their interest in said position within three (3) days of notification.
- G. All schedule B-2 coaching vacancies shall be filled on the basis of the experience, qualifications, competency, and other relevant factors. Any new coaching positions will be posted with accompanying job descriptions.
- H. Any time the number of sections at the Junior High or Senior High requires a teacher to transfer from one building to another or travel between the buildings, it will be brought to the affected department in each building. Volunteers from the affected departments will be solicited to take the vacancy. If there are no volunteers, the Administration shall transfer the least senior, highly/legally qualified teacher from the affected department at the affected buildings to the vacancy during the initial round of postings.
- I. Any time increases or decreases in elementary grade level sections require a teacher to transfer from one building or grade level to another, it will be brought to the affected grade levels in the affected buildings. Volunteers from the affected grade level will be solicited to take the vacancy. If there are no volunteers, the Administration shall transfer the least senior, highly/legally qualified teacher from the affected grade levels at the affected buildings to the vacancy.

## ARTICLE 10

### **Illness, Disability and Bereavement**

- A. At the beginning of each school year, each teacher shall be credited with ten (10) days of leave, the unused portion of which shall accumulate to one hundred seventy (170) days. The leave days may be taken by a teacher for the following reasons and subject to the following conditions:
1. **Personal Illness or Disability** - The teacher may use all or any portion of his/her leave to recover from his/her own illness or disability. In any one (1) school year, up to fifteen (15) of these days may be used for illness of his/her legal dependents residing within his/her household and for care of his/her mother, father, mother-in-law, father-in-law, children, son-in-law and daughter-in-law, regardless of residence in the household, when critically ill or when the physical presence of the teacher is medically necessary at times which conflict with his/her teaching duties.
  2. **Death in the Immediate Family** - The teacher may take up to ten (10) days per death. Immediate family shall be interpreted as husband, wife, mother, father, children or grandchildren. The teacher may take up to five (5) days per death of brother, sister, father-in-law, mother-in-law, son-in-law, daughter-in-law, grandparent, niece or nephew. The teacher may take up to two (2) days per death of brother-in-law, sister-in-law, grandparent-in-law.
  3. **Other deaths** - The teacher may take up to one (1) day per death to attend the funeral of other persons.
- B. The Board shall furnish each teacher with a written statement at the beginning of each school year setting forth the total of his/her sick leave credit.
- C. The Board may request a doctor's certificate or, at the Board's expense, require a teacher to submit to a physical or mental examination conducted by an appropriate specialist selected by mutual agreement of the teacher and the superintendent, or his/her designee, from a list of specialists obtained through the Physician Referral Services of Spectrum Hospital to determine whether sick leave is warranted.
- D. A teacher who is unable to teach because of personal illness or disability, and who has exhausted all sick leave available, shall be granted a leave of absence without pay for the duration of such illness or disability, up to one (1) year. Upon written request, the Board, at its discretion, may grant an extension of one (1) additional year's leave.
- E. The district will continue to pay a teacher absent due to illness or injury compensable under the Michigan Workers' Compensation Act his/her regular wages for up to ninety (90) days from the point of disability. The teacher will endorse all workers' compensation wage benefit checks for this ninety (90) day period to the district. During this ninety (90) day period, there will be no charge made against the teacher's accumulated sick leave. Thereafter, the teacher shall use his/her accumulated leave days on a proportional basis to continue to receive the difference between his/her wages at the point of disability and the workers' compensation benefits received for the duration of the disability or until his/her accumulated leave days are exhausted, whichever comes first.

Payments in addition to amounts received from workers' compensation are earned disability pension benefits and are specifically intended to augment the amount received under workers' compensation and not as an offset thereto. In the event a court or administrative agency of competent jurisdiction finds such

payments under this contract to be in violation of the law, then the teachers shall receive only payments under workers' compensation, and earned leave time shall be preserved.

- F. A teacher absent due to a case of mumps, measles, chickenpox or scarlet fever contracted from contact with a source in the course of employment shall suffer no diminution of compensation and shall not be charged with use of his/her accumulated leave days for a period not to exceed fifteen (15) days. Thereafter, the teacher shall use his/her accumulated leave days for any continuing period of illness or disability.
- G. For new teachers or teachers with no accumulated days, the ten (10) days of leave is earned at the rate of one (1) day per month for ten (10) months. A teacher may be ill without loss of pay at any time within a school year, the number of days absent beyond the number of months worked will be deducted from his/her last pay.
- H. All accumulated leave shall terminate upon severance of employment.



## **ARTICLE 11**

### **Personal and Association Leave**

- A. Teachers will be allowed three (3) days leave each year for personal business reasons. These days shall be non-cumulative from year to year and will not be deducted from sick leave. However, if a personal business day(s) is not used during the school year, said day(s) shall accumulate as an additional leave day(s) under the provisions of Article 10. Absences under this section shall be for necessary business, activities or events of a personal nature related to the family, career, legal and/or financial affairs of the teacher, which cannot be handled at any other time than during the school day, and for which the teacher is not compensated in wage, salary or kind for his/her personal services. A staff member may be asked to change the date(s) of requested leave if it falls on a red-flag day. The administration reserves the right of approval for personal business day(s) use on red flag days and days that extend a recess period. Except in cases of emergency, notification of intent to use the day should be made in writing to the Director of Personnel at least five (5) days in advance.
- B. Any teacher called for jury duty during school hours, or who is subpoenaed to testify during school hours in any judicial or administrative matter, or who shall be asked to testify in any arbitration or fact-finding shall be paid his/her full salary for such time spent on jury duty or giving testimony less any money received from such services, not including travel allowances or reimbursement of expenses. The teacher shall be required to sign a form provided by the school district which requests the court in writing that it either excuse him/her from jury duty service or delay his/her jury duty to a time that does not conflict with his/her duties of employment with the Jenison Public School District, in order to be entitled to the aforementioned differential pay.
- C. At the beginning of every school year, the Association shall be credited with twelve (12) days to be used by teachers who are officers or agents of the Association, such use to be at the discretion of the Association. The Association agrees to notify the Board no less than five (5) days in advance of taking such leave.

## **ARTICLE 12**

### **Sabbatical Leave**

- A. Teachers who have been employed for seven (7) consecutive years by the Board may be granted a sabbatical leave for up to one (1) year. It is agreed that professional improvement includes, but is not limited to: attending a college, university or other educational institution.
- B. To qualify for such sabbatical leave, a teacher must hold a continuing or professional teacher certificate.
- C. During said sabbatical leave, the teacher shall be considered to be in the employ of said Board, shall have a contract and be paid one-half (1/2) his/her full salary and one-half (1/2) his/her full insurance benefits; provided, however, the Board shall not be held liable for death or injuries sustained by any teacher while on sabbatical leave.
- D. A teacher returning from sabbatical leave shall be restored to his/her teaching position or to a position of like nature, seniority, status and pay.

## ARTICLE 13

### **Unpaid Leaves of Absence**

- A. Teachers may submit requests for leaves of absence without pay to the Superintendent. The requests shall be in writing on the application provided and contain a full explanation of the reasons for the leave of absence. The Superintendent shall consider the request and respond with an approval, denial, or alternative arrangement. If an alternative arrangement is offered, the teacher may accept the alternative arrangement by submitting an amendment to the original application. Upon return from such leave, the teacher shall be placed at the same position on the salary schedule to which the teacher was entitled for the next school year at the effective date of the leave. This paragraph applies to all leaves not discussed in Section B. Return from such leaves shall be in accordance with Article 13, Section D.
- B. The Superintendent shall grant a leave of absence upon the submission of a request by a teacher for a leave of absence for the following reasons and under the following conditions:
1. The teacher is unable to teach because of personal illness/disability and has exhausted all sick leave available. This leave shall be granted for the duration of the illness or disability up to one (1) year. Upon written request, the Superintendent, at his/her discretion, may grant an extension of one (1) additional year's leave. Upon return from such leave the teacher shall be placed at the position on the salary schedule to which he/she was entitled for the next school year at the effective date of the leave. (See Article 20, Section D)
  2. The teacher is inducted or enlists for military duty in any branch of the United States Armed Forces. Upon return from such leave the teacher shall be placed on the salary schedule as if he/she had taught in the district during the period of the leave. Rights granted under this section will be terminated upon any voluntary extension of such military leave.
  3. The teacher is serving as an officer of the Jenison Education Association, the Michigan Education Association, or the National Education Association. Upon return from such leave the teacher shall be placed on the salary schedule one (1) step above his/her highest previous salary step.
  4. The teacher is campaigning for, or serving in, a public office. This leave shall be for a minimum of one (1) year and a maximum of one (1) term in the elected office. Upon return from such leave the teacher shall be placed on the salary schedule one (1) step above his/her highest previous salary step.
  5. The teacher is providing care for his/her newborn, newly adopted, and/or critically ill child for a period not to exceed six (6) weeks or for the remainder of the school year, at the election of the teacher, for any one (1) event. Upon approval of the Superintendent, a teacher may extend the six (6) week leave period to the next vacation or academic break in the school calendar. Upon return from such leave the teacher shall be placed at the position on the salary schedule to which he/she was entitled for the next school year at the effective date of the leave. (See Article 20, Section D) Requests to extend such a leave beyond the year in which it was initiated must be forwarded in writing to the Superintendent no later than May 1.
- C. The following leaves shall be granted for a maximum of two (2) years upon application and approval of the Superintendent: The teacher is participating in exchange teaching programs in other school districts, states, territories or countries; foreign or military teaching programs; the Peace Corps, Teacher Corps or Job Corps as a full-time participant in such programs; or a university teaching exchange, cultural, travel or work

program related to his/her professional responsibilities; provided the teacher states his/her intentions to return to the school system. Upon return from such leaves the teacher shall be placed on the salary schedule as if he/she had taught in the district during such period.

D. All leaves shall be subject to the following conditions:

1. All leaves of absence shall not be extended unless expressly approved by the Superintendent.
2. Except in emergencies which preclude such notice, the Superintendent shall be provided notice of request for leave thirty (30) days in advance.
3. All leaves shall be for the remainder of the school year and/or a full school year unless otherwise expressly approved by the Superintendent or specified by the terms of this Article. Return from leaves specified in Section B of the Article shall be at the beginning of the school year immediately following expiration of the leave period.
4. A teacher returning to work at the beginning of the next school year from a leave which commenced during the prior school year shall be returned to the position from which he/she took leave and shall be subject to reassignment, transfer or reduction of personnel for the next school year as if he/she had remained in the position.

A teacher who desires return from an unpaid leave extending beyond the school year in which he/she initially commenced the leave, upon expiration of his/her leave shall be considered as an applicant for any vacancy for which he/she is certified and qualified. The teacher will be returned to a vacancy ahead of any less-senior teacher available for recall from layoff. A teacher will be returned to a vacancy for which he/she is certified and qualified provided the return does not result in the layoff of a tenured teacher who has been actively employed the previous school year. Refusal of a position that is not equivalent in time to a position previously held shall not affect a teacher's recall rights under this leave.

## ARTICLE 14

### **Teacher Evaluation**

We believe that an evaluation program constructively used is a valuable measure to improve the growth of all teachers when administered in a beneficial, reasonable, and just manner. The teacher evaluation program should be used to enhance the growth of probationary teachers. Evaluations should be collaboratively completed with a positive approach to improve instruction. The evaluator has the responsibility to ensure that evaluations will be conducted and reported in a professional manner as outlined by the following guidelines:

1. The classroom evaluation is the responsibility of the building principal or assistant principal. In cases of emergency, or if there is a need for additional opinions, the Superintendent may appoint other administrators to perform classroom evaluations.
  2. Specials teachers, e.g. music, art, physical education, will be evaluated by the principals of the buildings in which they serve the majority of their time or by an administrator designated by the Superintendent.
  3. Evaluations of professional staff who do not have teaching responsibilities shall be based on observations of work performance and artifacts supporting contribution toward student achievement.
- A. The evaluation program will rate teacher performance as highly effective, effective, minimally effective, or ineffective and will be divided into four (4) professional plan tracks as outlined below:

Track I            Probationary Staff Development

Who:                Probationary Teachers

Purpose:

- To insure that the Danielson Model Components of Professional Practice are understood, recognized, and demonstrated.
- To provide support in implementing the Danielson Model Components of Professional Practice and improving student achievement.
- To provide accountability, evaluate teacher performance, and provide documentation for continued employment.

Method:

- The Individualized Development Plan (IDP) will be developed collaboratively by the teacher and building administrator by October 1 using the format outlined in Appendix E. The evaluation format and timelines will be shared and discussed with the probationary teacher. The IDP shall be in writing and the probationary teacher will be provided a copy.
- At least two formal observations of thirty (30) minutes each will be conducted by the building administrator with a focus on Danielson Model Components of Professional Practice. The first observation must be completed by November 1 and the second observation must be completed by March 1. For the two formal observations, pre-observation communication must occur. Teachers will receive evaluative observation feedback with an effectiveness rating within five (5) school days of each observation.

- A teacher mentor will be appointed to provide support during the first year of probation in accordance with Appendix F. The building administrator may serve as mentor in the remaining years of probation in accordance with the Letter of Understanding in Appendix H.
- Student assessment data will be reviewed. This data will be recommended by building staff, grade level teams, departments, and/or individual teachers with final approval of the Principal and Director of Personnel. Assessment data may be based on district/department common assessments, standardized testing programs, classroom performance (i.e., tests, homework) portfolios or other artifacts pertinent to student performance and progress.
- Special education and at-risk students may not consistently show a year's growth. In these instances, the teacher must provide documentation and/or artifacts of interventions. The teacher and administrator will collaborate to set goals to improve student progress.
- A summative evaluation will be completed by May 1. The summative evaluation will include the evaluative summaries of the two observations based on Danielson Model Components of Professional Practice, a summary of student achievement data, recommended growth goals, and an effectiveness rating. The Individualized Development Plan outlining goal attainment will be reviewed, signed, and attached to the summative evaluation.

Track II            Tenure Professional Competency (three-year formal evaluation cycle)

Who:                Tenured Teachers

Purpose:

- To enhance professional growth.
- To improve student achievement.
- To provide feedback on professional issues.
- To focus on school improvement initiatives.

Method:

- The teacher and building administrator will collaboratively set goals based on the Danielson Model Components of Professional Practice and school improvement initiatives by October 1. These goals will be in writing.
- At least two formal observations of thirty (30) minutes each will be conducted by the building administrator with a focus on the Danielson Model Components of Professional Practice. Pre-observation communication must occur. The teacher will receive evaluative observation feedback with an effectiveness rating within five (5) school days of each observation.
- Student assessment data will be reviewed. This data will be recommended by building staff, grade level teams, departments, and/or individual teachers with final approval of the Principal and Director of Personnel. Assessment data may be based on district/department common assessments, standardized testing programs, classroom performance (i.e., tests, homework), portfolios or other artifacts pertinent to student performance and progress.
- Special education and at-risk students may not consistently show a year's growth. In these instances, the teacher must provide documentation and/or artifacts of interventions. The teacher and administrator will collaborate to set goals to improve student progress.
- A summative evaluation will be completed by June 1. The summative evaluation will include the evaluative summaries of the two observations based on Danielson Model Components of Professional Practice, a summary of student achievement data, a review of goal attainment,



recommended growth goals as applicable, and an effectiveness rating. The goal document will be signed and attached to the summative evaluation.

### Track III Tenured Teachers on Goal-Setting Cycles

An annual goal-oriented process will be implemented for all tenured teachers in the two years they are not formally observed.

Who: Tenured Teachers

Purpose:

- To enhance professional growth.
- To improve student achievement.
- To focus on professional goals and school improvement goals.

Method:

- The teacher and building administrator will collaboratively set goals based on the Danielson Model Components of Professional Practice and school improvement initiatives by October 1. These goals will be in writing.
- Student assessment data will be reviewed. This data will be recommended by building staff, grade level teams, departments, and/or individual teachers with final approval of the Principal and Director of Personnel. Assessment data may be based on district/department common assessments, standardized testing programs, classroom performance (i.e., tests, homework), portfolios or other artifacts pertinent to student performance and progress.
- Special education and at-risk students may not consistently show a year's growth. In these instances, the teacher must provide documentation and/or artifacts of interventions. The teacher and administrator will collaborate to set goals to improve student progress.
- A goal attainment review will be completed by the teacher and building administrator summarizing goal attainment, student achievement data, recommended growth goals as applicable, and will include an effectiveness rating by June 1.

### Track IV Plan of Assistance

Who: Teachers in need of specific professional guidance in identified area(s) of the Danielson Model Components of Professional Practice and/or student achievement.

Purpose:

- To provide specific improvement strategies, additional support, and specific professional development opportunities related to areas of deficiency.
- To provide due process for corrective action or potential termination.

Method:

- Three Levels of Improvement (developed in collaboration with the JEA)
  1. Verbal discussion of identified deficiencies within the Danielson Model Components of Professional Practice and/or student achievement.
    - a. Observation and support will be provided by the building administrator(s).

- b. Representation and support will be provided by the JEA.
    - 2. Formal Plan of Assistance
      - a. Observation and support provided by the building administrator(s).
      - b. Representation and support will be provided by the JEA.
    - 3. Formal Intensive Plan of Assistance
      - a. Observation and support provided by the building administrator(s), the Director of Personnel, and other administrators as applicable.
      - b. Representation and support will be provided by the JEA.
  - Formal observations and evaluations will focus on identified deficiencies and must be measurable and quantifiable. The teacher will receive observation feedback within five (5) school days of each observation.
  - Student assessment data will be reviewed. This data will be recommended by building staff, grade level teams, departments, and/or individual teachers with final approval of the Principal and Director of Personnel. Assessment data may be based on district/department common assessments, standardized testing programs, classroom performance (i.e., tests, homework), portfolios or other artifacts pertinent to student performance and progress.
  - Special education and at-risk students may not consistently show a year's growth. In these instances, the teacher must provide documentation and/or artifacts of interventions. The teacher and administrator will collaborate to set goals to improve student progress.
  - A summative evaluation will be completed at the end of each semester. This evaluation will focus on progress or lack thereof toward improving areas of deficiencies based on observations and student achievement data. This evaluation will include an effectiveness rating and determine course of action for the next semester.
- B. If the teacher does not agree with the principal's evaluation, the teacher may file a separate report to be attached to the principal's evaluation. Each teacher shall have the right, upon request, to review the contents of his/her personnel file in accordance with district policy and applicable statute. If the principal keeps an accumulated file, it should be open to the teacher. A representative of the association may, at the teacher's request, accompany the teacher in the file review. The teacher has the right to file a response to any material in the file, and this response shall become part of the personnel file.
- C. The Jenison Education Association will be notified immediately if serious deficiencies are noted in probationary and tenure teacher performance. Should any teacher be relieved of his/her duties as a result of the above evaluation process, the following guidelines will be observed:
- 1. If a tenured teacher is dismissed from his or her duties, it is understood that he or she has full recourse to the Tenure Act. Upon investigation by appropriate committees of the Jenison Education Association, he or she may or may not have the support of the Association.
  - 2. The Board will notify the Association President of the dismissal of any probationary teacher.
  - 3. The President of the Association and the Chairman of the Professional Negotiations Committee shall investigate the problem, and, if they feel the teacher has grounds for a hearing, they will then meet with the principal involved and the non-tenure teacher. The teacher's personnel file will be available exclusive of materials not involved in the charges.
  - 4. Should the meeting prove unsatisfactory, at the advice of the President, a request shall be made for a review of the situation with the Director of Personnel.
- D. Since evaluation, to be successful, should also include a large measure of self-evaluation, each teacher should take advantage of the following:

## ARTICLE 15

### **Professional Behavior**

- A. Abuses of sick leave or other leaves, chronic tardiness or absence, willful deficiencies in professional performance, or other violations of discipline by a teacher reflect adversely upon the teaching profession and create undesirable conditions in the school building. An Administrative Designee of the Board, in recognition of the concept of progressive correction, shall notify the teacher of alleged breaches of contract within ten (10) school days of the infraction, or when it was reported to the building Administrator within one calendar year, indicate expected correction, and indicate a reasonable period for correction.
1. The building Administrator will meet with the teacher to discuss or give a verbal warning of alleged breaches of contract.
  2. If alleged breaches of contract cannot be remedied through discussions and/or a verbal warning, the Administrator will submit in writing the action plan outlining the corrective measures to be taken. This must be presented to the teacher/JEA promptly (not to exceed ten [10] school days) of the alleged violation.
  3. The teacher/JEA will have five (5) days to review the action plan and discuss potential modifications. If the Administrator determines that the plan will be placed in the teacher's personnel file, the teacher/JEA may attach a letter of rebuttal which will also be included in the personnel file.
- B. Any report of unsatisfactory conduct or any unsatisfactory report submitted by parents, students, other teachers, paraprofessionals, or based on any other source of information will be reported to the teacher. The teacher and the JEA will be notified promptly (not to exceed ten [10] school days) of the alleged violation. The teacher may reserve the right to not have the incident reported to the Association, but the Association will be informed of the teacher request without details of the incident.
1. The District will ask any complainants to meet with the teacher to provide the teacher and the complainants with the opportunity to resolve the issue.
  2. Upon receipt of the complaint, the District may investigate the complaint in order to determine its accuracy prior to taking any Administrative action. The final disposition may be placed in the teacher's personnel file only if the complaint is found to be accurate by the Administration. If the complaint is found to be inaccurate by the Administration, the complaint and all copies of the complaint will be destroyed.
- If the completed investigation by the District does not provide sufficient evidence to determine whether the complaint is accurate or not, the complaint and all investigative documents may be maintained in an investigative file that is separate from the teacher's personnel file for no longer than 90 days unless the District is otherwise required by law to destroy the complaint and investigative file. The District may hold an investigative file open when mutually agreed by the parties. Investigative files will not be released to third parties unless required by law.
3. If the teacher's personnel file contains information which the teacher believes is false, the teacher may utilize the contractual grievance procedure to have said material removed or destroyed. The parties understand that any document that includes "pc personnel file" will be regarded as inclusive of the personnel file by the parties on the date of the document.
  4. The teacher shall have the right to attach a written response to any final disposition, and this written response will be attached to all copies of the disposition.

5. A complaint against a teacher may not be used as a basis for disciplinary action or formal evaluation unless such complaint was called to the attention of the teacher within ten (10) work days from the receipt of said complaint.
- C. A teacher shall at all times be entitled to have present a representative of the Association when he/she is being reprimanded, warned, or disciplined for any infraction of rules or delinquency of professional performance, and when he/she is engaged in an investigatory interview from which it is reasonable to conclude that disciplinary action against him/her may result. When a request for such representation is made, no action shall be taken with respect to the teacher until such representative of the Association is present. When a situation demands prompt attention, the Association shall provide a representative within forty-eight (48) hours of the request.
- D. No teacher shall be disciplined without just cause.

## ARTICLE 16

### **Professional Improvement**

- A. The parties support the principle of continuing training of teachers, participation by teachers in professional organizations in the areas of their specialization, leaves for work on advanced degrees or special studies, foreign travel, and participation in community, state, and federal educational projects.
- B. Credits needed for initial continuing or professional certification are the responsibility of the teacher, and tuition reimbursement will only be made for those courses taken after completion of initial continuing certification.
- C. If a teacher is not on a degree program, approval for reimbursement must be obtained from the Director of Personnel before the teacher enrolls in a class.
- D. Full tuition reimbursement will be paid annually to full time teachers for the first nine (9) semester hours (or equivalent term hours). Tuition for part time teachers shall be paid on a prorated basis, i.e. a 60% teacher shall be eligible for a maximum annual reimbursement for 5.4 semester hours (60% of nine semester hours). If attending out-of-state or private institutions, the Board of Education will reimburse at a per credit rate comparable to the average of Western Michigan University, Michigan State University, and Grand Valley State University up to the maximums designated above. The Board of Education shall not be responsible for tuition payment if courses are taken under a scholarship, grant, or are reimbursed in any way from another source.
- E. Payment for amount of tuition shall be made to each teacher within thirty (30) days after the teacher submits to the Director of Personnel proof of registration and payment. Teachers who withdraw from or who do not complete courses during term of enrollment shall reimburse the district for tuition within thirty (30) days of the end of the term.
- F. The teacher must return to the Jenison School system to be eligible for any tuition reimbursement.
- G. A teacher may elect to take classes for continuing education units equal to the number of college credits offered from accredited colleges and universities. Upon course approval by the Director of Personnel, the Board shall recognize continuing education units (CEU's) in lieu of college credits for the purpose of salary schedule movement. Prior to approval the Director of Personnel and teacher will determine course requirements. At the completion of a course a certificate of attendance must be provided to the Director of Personnel.
- H. Teachers may be granted release-time for the purpose of observation in other educational systems or attendance at inservice meetings and educational conferences. A formal request should be received from the teacher not less than five (5) school days in advance. A report will be submitted for all such days granted.
  - 1. The Board of Education shall pay registration fees for seminars, workshops, and conferences approved by the administration.
  - 2. A conference request form, which includes rationale and a list of anticipated expenses, will be submitted to the Director of Personnel for approval prior to all conferences.

## ARTICLE 17

### **Reduction of Personnel**

- A. Personnel reduction or layoff shall mean a reduction in the bargaining unit staff because of program elimination, program reduction, loss of student enrollment, or for economic reasons.

In the event it becomes necessary for the Board to effect a reduction in personnel, the Board agrees to give notice as soon as possible to the Association of its intent to do so. Individual teachers affected will be notified in writing as soon as practicable. The Board shall also give such further notice as required by law.

The Board of Education of the Jenison Public Schools reserves the sole right to determine the educational program and/or curriculum of the school district.

In the event of a reduction of staff, the Jenison Education Association will be consulted as soon as such reduction is contemplated.

- B. To effect a reduction in personnel, the following order shall govern:

1. Probationary teachers with the least number of years of service shall be laid off first, provided there are remaining fully qualified and fully certified teachers to replace and perform the needed duties of the laid off teachers.
2. If further reduction is necessary, then tenure teachers with the least number of years of service shall be laid off first, provided there are fully qualified and fully certified teachers to replace and perform the needed duties of the laid off teachers.

- C. Years of service shall be defined as continuous and uninterrupted years of service in the Jenison Public School System. Leaves of absence with or without pay, and absence due to layoff are not to be considered a break in service.

Any period of time spent on layoff or leave of absence shall count as years of continuous service, only for the purpose of this Article.

Experience at less than the full teaching load shall count as if the experience were at the full teaching load, but only for the purpose of the Article.

Non-teacher hires will not accumulate seniority within the teacher bargaining unit after November 1, 1994.

- D. The Board shall maintain an up-to-date seniority list of all employees in the bargaining unit covered by this Agreement. The seniority list of teachers shall reflect the following information: first day of work, degrees held, certificate held, tenure status, and social security number. For bargaining unit employees who were hired prior to August 1, 1986, seniority shall be based on date of hire. For teachers hired after August 1, 1986, when two or more teachers are equal in accumulated service time, those teachers shall be ranked highest to lowest in order of the four (4) digit numbers held by each as determined by the last four (4) digits of their respective social security numbers in descending order (i.e., a social security number with the last four (4) digits of 3611 has more seniority than a social security number of 3610).



- E. Tenure shall mean that status as achieved and defined in Section 1 of Article III of P.A. 1937, Extra Session, No. 4 as amended (MCL38.91).
- F. Probation or probationary teacher shall mean that status as achieved and defined in Sections 1 and 2 of Article II of P.A. 1937, Extra Session, No. 4 as amended. (MCL38.91).
- G. Fully certified is defined as holding valid certification from the Michigan Department of Education in the designated subjects and/or grade levels to be taught.
- H. Fully qualified shall be defined as follows:
  - 1. For positions at the secondary level, possessing at least eighteen (18) semester hours of academic preparation in the subject area to be taught and in compliance with the accreditation standards of the North Central Association of Colleges and Schools.
  - 2. For positions at the seventh and eighth grade levels, possessing at least eighteen (18) semester hours of academic preparation in the subject area to be taught or previous teaching experience of at least two (2) years in the last five (5) years preceding the layoff in the Jenison Public School District in the subject area to be taught.
  - 3. For positions at the elementary levels, possessing elementary certification, except for positions in special teaching areas such as music, art, and physical education, for which the teacher must possess specific certification in the subject to be taught and any special endorsements required.
  - 4. A teacher may displace a special education teacher only if he/she is qualified, has greater seniority, and possesses equivalent or superior certification than that of the special education teacher.
- I. Teachers on layoff shall be recalled in the order of most seniority provided that the teacher is fully qualified and fully certified for the vacancy. The Board may rely upon the last address shown on its personnel records. If there is no acceptance of the recall to the vacancy within fourteen (14) working days from the time of receipt of the notice, the right to the vacancy shall be forfeited.
- J. A teacher on layoff from a position at the secondary level, who acquires additional credentials which expand the scope of his/her certification and qualifications and which make him/her fully certified and fully qualified for a position at the secondary level held by another secondary teacher who has less seniority, shall be recalled to the position for the following school year pursuant to his/her seniority order for recall.

An elementary teacher on layoff from a position at the elementary level (K-6) who acquires additional credentials, which expand the scope of his/her certification and qualifications and which make him/her fully certified and fully qualified for a position held by another elementary teacher with less seniority, shall be recalled to the position for the following school year pursuant to his/her seniority order for recall.

Otherwise, teachers on layoff awaiting recall who acquire additional credentials which expand the scope of their certifications and qualifications are entitled to have those credentials considered for the purpose of recall to the next available vacancies which arise for recall at either the secondary or elementary level, but only if it does not cause the layoff of any teacher previously retained in a position prior to the layoff.

Teachers who under the terms of this section are otherwise eligible for return to a position held by a less senior teacher, cannot take a position which is an increased assignment from the position held prior to

his/her layoff. A teacher who at layoff was teaching in a position at the elementary and secondary level shall be able to exercise return rights hereunder at both levels.

If the aforementioned teacher provides notice of the new or additional certification after June 1, said teacher shall be required to wait one (1) school year for recall. (Example: If notice by the teacher is provided on July 13, 1982, then the teacher would be recalled for the 1983/84 school year.) The district shall have no obligation to effectuate particular assignments or changes in assignments which will allow a person attaining additional endorsements or approvals after layoff to exercise rights under this section.

- K. Reduction of a position by the Board from full to part-time shall be considered a partial layoff. Remaining in the reduced position shall not affect the teacher's right of recall to a full-time position.
- L. Refusal or acceptance of a position that is not equivalent in time to the position previously held shall not affect a teacher's recall rights.



## **ARTICLE 18**

### **Continuity of Operations**

- A. Both parties recognize the desirability of continuous and uninterrupted operation of the instructional program during the normal school year and the avoidance of disputes which threaten to interfere with such operations. Since the parties are establishing a comprehensive grievance procedure under which unresolved disputes may be settled by an impartial third party, the parties have removed the basic cause of work interruptions during the period of this Agreement. The Association accordingly agrees that it will not, during the period of this Agreement, directly or indirectly engage in or assist in any strike, as said term is defined by the Public Employment Relations Act.
- B. Should scheduled student instruction days be canceled due to inclement weather or other conditions which make it impracticable to hold classes, teachers shall not be required to report, and those canceled student instruction days necessary to be rescheduled to assure full state aid funding to the school district will be rescheduled and worked by teachers as student instruction days as originally constituted without additional compensation. Otherwise, on canceled student instruction days which are not required to be rescheduled to assure full state aid funding, teachers will not be required to report and will not be reduced in compensation or required to work a rescheduled day in its stead. Any student instruction day required to be rescheduled will be rescheduled by the Board at a date which is contiguous to the dates for student instruction specified in the school calendars set forth in Appendix C of this Agreement. The school calendar may be expanded by one weekday date for each student instruction day required to be rescheduled.

**ARTICLE 19**

**School Calendar**

- A. The school calendar, which is set forth in Appendix C, shall consist of 182 teacher days.
- B. Newly hired teachers shall report for the equivalent of five (5) days for teacher orientation in addition to the school calendar outlined in Paragraph A. New teachers shall earn college credit for participation in the district-sponsored orientation program and the Board shall pay tuition for this program.

## ARTICLE 20

### **Professional Compensation**

- A. The basic salaries of teachers covered by this Agreement are set forth in Appendix B, which is attached to and incorporated in this Agreement. Such salary schedules shall remain in effect during the designated periods.
- B. It is understood that for an employee to qualify for schedule BA+20 the 20 semester hours must be earned after the latter of the following:
  - 1. The date on the employee's transcript which indicates when the BA degree was earned or
  - 2. The date the employee qualified for a provisional teaching certificate.

To qualify for the MA+20 schedule, the 20 semester hours must be earned after the date indicating that an MA degree was earned.

- C. All employees will be paid in twenty-six (26) equal payments. These payments will start on the first normal payday of the school year and continue thereafter on every other Friday until paid in full, except that the teacher may receive the balance of his/her salary on a regularly scheduled payday on or after the close of the school year in June, provided such request is made in writing no later than May 1st of that year. Persons on the twenty-six (26) pay may have checks sent to any address that they request. In the event that a teacher on the twenty-six (26) pay plan chooses to receive a lump sum payment at the end of the school year, the district will compute deductions for his insurance and other benefits on the basis of information available as of May 1st. If an employee desires to receive his salary in twenty-one (21) pay periods beginning with the first regular pay period in September, this request must be made to the Business Office no later than seven (7) days prior to the first pay period in September.
- D. For any teacher to be eligible for an increase of one (1) step on the salary schedule, he/she must be under contract a minimum of one hundred fifty (150) days in the Jenison School system during the previous school year. To qualify for one-half (1/2) step credit, a teacher must be under contract a minimum of seventy-five (75) days in the Jenison system during the previous year. When a teacher is off on an unpaid leave, then actual paid workdays will be counted toward eligibility for step increase. Days of absence due to work-related injury or illness shall be considered workdays for the purpose of interpreting this section.
- E. Members of the bargaining unit completing requirements for a change in degree status prior to first or second semester will be issued a revised contract for the given semester, provided the change is reported no later than ten (10) days following the start of the semester. Unreasonable delays by colleges in sending proof of credits or degrees should be reported to the Director of Personnel or his/her representative who will contact the college or university for verification.
- F. Individuals performing services identified on Schedules B-1 and B-2 shall receive a "Supplementary Services Contract" indicating activity assigned, duration of contract, rate of pay, and method of payment.
- G. No teacher will be expected to provide a supplementary service without a "Supplementary Services Contract." Before a "Supplementary Services Contract" can be offered, a job description for that position must be approved by the Administration and made available to those interested.

- H. Teachers required, in the course of their work, to drive personal automobiles from one school building to another shall receive an allowance equal to IRS mileage reimbursement rates per mile. The same allowance shall be given for use of personal cars for field trips or other business of the district.
- I. Teachers shall be paid in accordance with the rate in Appendix B-1 for district summer curriculum work authorized by the Director of Instruction.
- J. Teachers who are on a half-step between steps 1 and 12 shall be paid a salary rate which is the average of the full-step salary rate below and above their equated half-step placement. Thereafter, teachers on half-steps will be paid at the step 12 salary rate for each additional year of credit until they have attained the equated half-step of 14 1/2, at which time they shall be paid at a salary rate which is the average of the full-step salary rates of steps 12 and 15 for that year. Thereafter, teachers on half-steps will be paid at the step 15 salary rate for each additional year of credit until they have attained the equated step of 19 1/2, at which time they will be paid at a salary rate which is the average of the full-step salary rates of steps 15 and 20 for that year. Thereafter, teachers on half-steps will be paid at the step 20 salary rate for each additional year of credit until they have attained the equated half-step of 24 1/2, at which time they shall be paid at a salary rate which is the average of the full-step salary rates of steps 20 and 25 for that year. Thereafter, teachers who are on half-steps shall be paid at the step 25 salary rate for each additional year of credit.
- K. Teachers rated effective or highly effective will receive \$50 per year into a 403B Plan.

**ARTICLE 21**

**Insurance Protection**

A. Employees will contribute 10% toward program premium each year of agreement – this co-pay will be processed through a 125 Plan. The following MESSA PAK Plan A or Plan B protection is available for the teacher, his/her family, and other eligible sponsored dependents:

**PLAN A**

**For employees electing Health Insurance Coverage**

Health	Choices II (includes \$5000 Basic Term Life) Adult Immunization Rider \$300/\$600 Deductible Rider \$10/\$20 prescription co-pay
Long Term Disability	66 2/3% of annual contracted salary with \$5000 monthly maximum.
Negotiated Life Insurance	\$45,000 with AD & D
Vision	VSP-3 Gold
Dental	80/80/80 with \$1500 yearly maximum benefit and \$2100 for dependent orthodontics. Adult orthodontics

**Prescription Plan Detail:**

The district agrees to provide an annual reimbursement pool of \$15,000. The district will reimburse PakA participants for the deductible differential between the \$5/\$10 co-pay plan and the \$10/\$20 co-pay plan only. The parties further agree there will be no MAC (ingredients cost difference between brand name and generic equivalent without medical justification) pricing reimbursement. To be eligible for a reimbursement, employees must first incur prescription co-pay costs that exceed \$100.00, not to include the School Board paid medical flex plan \$100.00. Employees must provide proof of these expenditures to be eligible for reimbursement from the pool. Employees may submit their reimbursement requests in any amount (notice \$25 minimum). Reimbursement requests will be processed by the school district Business Office within two weeks of the date they are received (except September and January). The school district will supply reimbursement forms to employees. Employees may blackout all drug names on the documentation they submit to the school district for privacy. Staff will not be reimbursed for any expense that has been reimbursed through another source. Should the pool be depleted prior to the end of any year, the parties will meet to review the issue. All reimbursements for the plan year of October 1, through September 30, must be submitted no later than October 31 (1 month after ending the plan year).

**PLAN B**

**For employees not electing Health Insurance Coverage**

Long Term Disability	66 2/3% of contracted salary with \$5000 monthly maximum.
Negotiated Life Insurance	\$45,000 with AD & D

Vision

VSP-3 Gold

Dental

80/80/80 with \$1500 yearly maximum benefit  
and \$2100 for dependent orthodontics  
Adult orthodontics

Teachers electing Plan B shall also have a cash option equal to the Choices II single subscriber rate in effect for the current school year (in an amount of not less than \$196.32). The cash option may be re-directed by the teacher toward MESSA options and/or annuities. In addition, teachers may also re-direct the cash option toward the district's medical and dependent child care flexible spending accounts (125 Cafeteria Plan).

- B. Part-time teachers shall reimburse the school board for the amount of the Plan A or Plan B premium based on the percentage of time they are employed.
- C. All insurance programs will commence on October 1st of each year and will continue until September 30th of each year for all teachers who complete their full year teaching contract. For those teachers who terminate their employment prior to the end of the school year, or who go on an unpaid leave of absence for any reasons not subject to FMLA provisions, will have their insurance coverages terminated at the end of the month following the month in which they last worked. If allowed under the various plans, an employee may elect to continue coverage by paying the applicable premium when due.
- D. Payroll deduction will be available for all MESSA programs.
- E. All benefits hereunder are subject to the terms and conditions of the insurance policies, and any claims shall be made against the insurance carrier. The employee must comply with all requirements for coverage specified by the insurance carrier, including those for application and active employment. The employee must notify the Employer of any change in marital status and/or number or age of dependents which would result in an adjustment of premiums paid by the Employer for insurance coverage. The Board shall be responsible for processing applications and information after receipt from the employee to assure the specified coverage from the insurance carriers.

F. Flexible Spending Accounts

Medical: The district will contribute \$100.00 annually for each teacher into a Flexible Spending Account. Each teacher may add pre-tax money to the medical account. All money in this account may be used to offset deductibles, prescription costs, or medical expenses not covered by insurance. Any money not spent at the end of the plan year shall revert to the school district. This account is subject to IRS rules and regulations.

Dependent Child Care: Each teacher may contribute pre-tax money into the dependent child care account. All money in this account may be used to pay for dependent childcare. Any money not spent at the end of the plan year shall revert to the school district. This account is subject to IRS rules and regulations.

The Flexible Spending Account plan will coincide with the insurance program benefit year of October 1 through September 30.

## **ARTICLE 22**

### **Student Teaching Assignments**

- A. Supervisory teachers of student teachers shall be tenured teachers who voluntarily accept the assignment.
- B. Supervisory teachers shall work directly with the university or college program coordinator, assisting in developing extensive opportunities for the student teachers to observe and practice the arts and skills of the profession.
- C. The supervisory teacher shall file a written report and evaluation with the university or college coordinator, and the Administration with a copy to the student teacher, as required by the university or college.
- D. The Board shall disclose the amount received from the university or college placing the student teachers. Monies made available to the district by the placing university or college shall be transmitted to the building principal, who, in turn will meet with the supervising teacher to determine how monies will be spent. Monies must be used for such things as inservice, conferences, teaching materials, etc.
- E. In the case that an accredited college or university placing a student teacher offers course work free of tuition fees to the supervising teacher, the supervising teacher must apply for approval in writing to take such a course to the Director of Personnel.

## ARTICLE 23

### **Student Discipline and Teacher Protection**

- A. The Board recognizes its responsibility to give all reasonable support and assistance to teachers with respect to the maintenance of control and discipline in the classroom. A teacher may exclude a pupil from one class when the grossness of the offense, the persistence of the misbehavior, or the disruptive effect of the violation makes the continued presence of the student in the classroom intolerable. In such cases, the teacher will furnish the principal, or assistant principal, as promptly as his teaching obligations will allow, full particulars of the incident in writing. The pupil shall not be returned to the class until after consultation between the teacher and the principal or assistant principal.
- B. Any case of assault upon a teacher arising out of the performance of the teacher's professional responsibilities at school or school-sponsored functions shall be promptly reported to the Board through its designated representative. The Board will provide legal counsel to advise the teacher of his/her rights and obligations with respect to such assault and shall promptly render all reasonable assistance to the teacher in connection with the handling of the incident by law enforcement and judicial authorities. This provision does not provide assistance for civil damages.
- C. If criminal or civil proceedings are brought against a teacher, arising out of disciplinary and/or good faith action taken by the teacher against a student, the Association, after a review of the facts of the case, may request the Board to furnish legal counsel to defend him/her in such proceedings. The request shall not be subject to the grievance procedure hereinafter provided, and the decision of the Board shall be final and conclusive.
- D. Time lost by a teacher in connection with any incident mentioned in this Article shall not be charged against the teacher.
- E. The Board will reimburse teachers the replacement cost, or cost of repair, for clothing and/or personal property of the teacher which is damaged, destroyed, or lost as a result of a direct bodily assault to a teacher by a student and/or parent while on duty in the school, or on the school premises. The teacher must cooperate fully with the school district and law enforcement authorities in attempting to recover the damages from the assailant.
- F. Reimbursement to teachers for validated damage to personal automobile property due to vandalism and/or theft shall be made under the following conditions:
1. The teacher is acting in the line of duty when such loss occurs and when the automobile is parked in the designated area as assigned by the building administrator.
  2. The Board will pay the deductible amount of each claim during the duration of each fiscal year (July 1 - June 30) under condition of 1. above.
  3. The items damaged or stolen are attachments to and are regular accessories of the automobile. Note: Tapes and tape decks, citizen band or telecommunication units are not considered to be regular accessories.
  4. The automobile was secured (windows closed, doors locked.) Signs of forcible entry must be evident.



5. The damage was properly reported to the police and building administrator immediately after the discovery of loss.
  6. The teacher signs the claim form stating the damage and/or loss was, to the best of that teacher's knowledge, done while he/she was acting in the line of duty and stating the location in which the auto was parked. At least two (2) estimates from reputable local businesses shall be attached. The forms will be obtained from the building principal or the immediate supervisor.
  7. Any reimbursement will be limited to the deductible amount, if any.
- G. A written statement by the principal of each building, governing use of corporal punishment of students, shall be publicized to all teachers no later than the first week of each school year.
- H. The building administrator may not require a teacher to change a student's grade if a realistic grading procedure which is in agreement with school policy has been followed. The Superintendent will retain the right to change any student's grade, as he/she deems advisable, in accordance with provisions of School Board Policy #5421.01.

## ARTICLE 24

### **Grievance Procedure**

- A. Any teacher or group of teachers may file a grievance, and it shall be processed in the following manner:
1. Should an informal discussion of the situation with the principal not resolve the dispute over the alleged violation, a written grievance may be filed with the principal by the teacher(s) or Association representative of the teacher(s) within twenty (20) days of the alleged violation. All written grievances must be signed by the aggrieved party.
  2. The principal must answer the grievance in writing within ten (10) days of the receipt of the written grievance.
  3. If the aggrieved party is not satisfied with the disposition of the case by the principal, the grievance shall be transmitted to the Superintendent within ten (10) days of receipt of the principal's disposition.
  4. Within ten (10) days after receiving the grievance, the Superintendent shall meet with the Association representative regarding the grievance. The Superintendent shall indicate his/her disposition of the grievance in writing to the Association representative within ten (10) days of such meeting and shall forward a copy of the disposition to the Board of Education.
  5. If the aggrieved is not satisfied with the disposition of the grievance by the Superintendent, the grievance shall be transmitted to the Board by filing a copy with the Secretary of the Board within ten (10) days of receipt of the Superintendent's disposition. Within twenty (20) days after receipt of the grievance, the Board will hold a hearing on the grievance. The Board will issue its disposition of the grievance in writing within ten (10) days thereafter. A copy of the disposition shall be furnished to the Association.
  6. If the aggrieved is not satisfied with the disposition of the grievance by the Board, or if no disposition has been made within the period above provided, the grievance may be submitted to arbitration before an impartial arbitrator by the Association filing a demand for arbitration with the American Arbitration Association no later than twenty (20) days after receipt of the Board disposition.
  7. The arbitrator shall be selected through the American Arbitration Association in accord with its rules which shall likewise govern the arbitration proceedings. The Board and the Association shall not be permitted to assert in such arbitration proceedings any ground or to rely on any evidence not previously disclosed to the other party. The arbitrator shall have no power to alter, add to, or subtract from the terms of this Agreement, or deal with matters covered under the Teacher Tenure Act. Both parties agree to be bound by the award of the arbitrator which is within his/her scope of authority and agree that judgment thereon may be entered in any court of competent jurisdiction.
- B. The fees and expenses of the arbitrator shall be shared equally by the parties.
- C. In the event of a general grievance, the President of the Association has the right to file a grievance which would go directly to the Superintendent under Section 5 and follow the procedure as outlined thereafter, except that the Superintendent will have ten (10) days to respond.

- D. The time limits provided in this article shall be strictly observed but may be extended by written agreement of the parties. In the event a grievance is filed after May 15th of any year, and strict adherence to the time limits may result in hardship of any party, the Board shall use its best efforts to process such grievance prior to the end of the school term or as soon thereafter as possible.
- E. Notwithstanding the expiration of this Agreement, any claim of grievance arising thereunder may be processed through the grievance procedure until resolution.
- F. A teacher engaged during the school day in any professional grievance negotiation on behalf of the Association with any representative of the Board shall be released from regular duties without loss of salary. If any negotiations are requested by the Board which will involve the teacher during the school day, the teacher will be released from regular duties without loss of pay.
- G. All reference to days in this article is to be interpreted as days school is in session.

## **ARTICLE 25**

### **Negotiation Procedures**

- A. The Association shall designate a teacher in each school building as Association Representative (A.R.) The Principal and Association Representative shall meet periodically for the purpose of reviewing the administration of the contract and to resolve problems which may arise. These meetings are not intended to by-pass the grievance procedure.
  
- B. During the negotiations leading up to this Agreement, each party had the opportunity to bargain on all proper matters. It is further expressly understood and agreed that during its term neither party shall be required to engage in further collective bargaining on any matter or subject incorporated herein.

## ARTICLE 26

### **Miscellaneous Provisions**

- A. 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 the Agreement, this Agreement during its duration shall be controlling.
- B. This Agreement shall supersede any rules, regulations or practices of the Board which shall be contrary to, or inconsistent with, its terms.
- C. If any provision of this Agreement shall be found contrary to law, then such provision shall be deemed null and void, except to the extent permitted by law, but all other provisions shall continue in full force and effect.
- D. Copies of this Agreement titled "Professional Agreement between the Jenison School District and the Jenison Education Association," shall be printed at the expense of the Board within thirty (30) days after the Agreement is signed and presented to all teachers now employed or hereafter employed. Further, that the Board shall furnish fifty (50) copies of the Master Agreement to the Association for its use.
- E. All appendices and policies referred to in this contract shall be incorporated as part of this Master Agreement by reference and mutual agreement for the duration of the contract.

**ARTICLE 27**

**\*Early Retirement Incentive**

A. An employee may apply for the provisions of this program subject to the following provisions:

1. All early retirements under this provision are to be effective July 1.
2. Applications for early retirement must be filed in writing with the Director of Personnel no later than March 15 prior to the beginning of the first school year of retirement.
3. Teachers must have a minimum of fifteen (15) F.T.E. years of service with the Jenison Public Schools and a minimum of five (5) years of continuous service immediately prior to retirement.
4. Unless service credit is to be purchased under Article 28, the teacher, prior to the first day of the new school year, must retire with at least thirty (30) years of service under the Michigan Public School Retirement System in order to receive an unreduced pension.

B. The Employer shall contribute for years one (1) through five (5) the applicable amount as an Employer Contribution under the Jenison Public Schools Section 403(b) Tax-Sheltered Annuity Plan.

Year  
Retirement  
Commences  
after reaching  
eligibility to  
retire under

<u>MPSERS</u>	<u>1st Yearly Payment</u>	<u>2nd Yearly Payment</u>	<u>3rd Yearly Payment</u>	<u>4th Yearly Payment</u>	<u>5th Yearly Payment</u>
1	18%	16%	14%	12%	12%
2	18%	16%	14%	12%	12%
3	18%	16%	14%	12%	12%
4	18%	16%	14%	12%	
5	18%	16%	14%		
6	18%	16%			
7	18%				

The percentages indicated above are a percent of the employee's regular salary, exclusive of any extra-curricular salary, for the year in which the employee requests early retirement.

The first yearly payment shall be made in three (3) equal installments on the first regular check run in August, September and October immediately following the employee's retirement. The second, third, fourth and fifth yearly payments shall be made in two (2) equal monthly installments on the first regular check run in August and September of each subsequent applicable year. This payment schedule may be modified by Jenison Public Schools to the extent necessary in order to satisfy any applicable requirements of the Internal Revenue Code.

C. All provisions of this article shall terminate once the employee accepts unemployment benefits, accepts worker's compensation benefits chargeable to the Jenison Public Schools, or passes away.

D. In the event that this provision is found to be illegal by a court or administrative body having jurisdiction, all provisions of this article shall be canceled. Existing retirees shall continue to be covered as to the extras permitted.

E. All applicable taxes shall be deducted from any payments made under the provisions of this article.

\* This early retirement incentive will not be available to staff hired as of September 1, 2011.

## **ARTICLE 28**

### **\*Retirement Service Credit Purchase Plan**

A. In lieu of any benefits as described in Article 27 of this Agreement (Early Retirement Incentive), any teacher who has fifteen (15) years of service in the Jenison Public Schools (unless waived by the Board) and is eligible to retire under the Michigan Public School Employees Retirement System and who submits a letter of retirement from his/her position with the Jenison Public Schools effective at the end of the school year, July 1, shall be eligible to receive the following benefit:

25 years of service credit = 5 years

26 years of service credit = 4 years

27 years of service credit = 3 years

28 years of service credit = 2 years

29 years of service credit = 1 year

B. The Board shall not be obligated to purchase any service credit which would result in the teacher acquiring more than thirty (30) years of service credit.

C. No teacher will be reimbursed for any years of service credit already purchased by the teacher.

D. Any tax liability will be borne by the teacher. Persons electing to retire under this plan shall notify the District by March 15, if they wish to retire effective July 1 of that year. Any payments made under this section will be made in accordance with applicable provisions of the Michigan Public School Employees Retirement Act and the guidelines of the Michigan Public School Employees Retirement System.

\* This retirement service credit purchase plan will not be available after March 15, 2012.



ARTICLE 29

**Duration of Agreement**

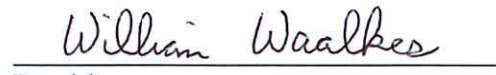
This Contract Agreement shall be effective as of **September 1, 2011** and shall continue in effect until the **31st day of August, 2013**. This Agreement shall not be extended orally, and it is expressly understood that it shall expire on the date indicated.

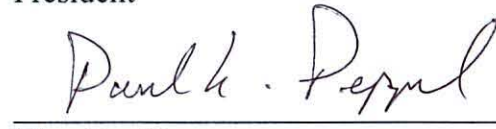
**EDUCATION ASSOCIATION**

  
\_\_\_\_\_  
President (v.p.)

  
\_\_\_\_\_  
PN Team Chief Negotiator

**BOARD OF EDUCATION**

  
\_\_\_\_\_  
President

  
\_\_\_\_\_  
Vice-President

  
\_\_\_\_\_  
Secretary

  
\_\_\_\_\_  
Treasurer

**APPENDIX A**

**Contract For Supplemental Services**

**Jenison Public Schools  
Contract for Supplemental Services**

**THIS AGREEMENT** is made between the **JENISON PUBLIC SCHOOLS SYSTEM**, Ottawa County, Jenison, Michigan, hereinafter called the School District and '**EMPLOYEE NAME**' hereinafter called the employee.

**WITNESSETH:** That said School district hereby contracts to hire said employee to perform supplemental services as '**ACTIVITY**' for the '**SCHOOL YEAR**' only in consideration for which said school district will pay to said employee '**AMOUNT**' payable on the following '**PAYDATE**' in a lump sum, for the amount stated above as may be allowed by law. That said employee agrees to perform the duties of this position for the designated school year. It is hereby specifically provided that the employee shall not be deemed to be granted continuing tenure in this position under this contract.

\_\_\_\_\_  
Employee Signature

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

## APPENDIX B

### Probationary Teacher Salary Schedule 2011-2012 and 2012-2013

#### \*New Hires

**\*New hires will be placed on Step 1 of the 2005-2006 wage schedule depending on degree status (BA, BA+20, MA, MA+20, EDS). The steps will be reduced to half steps. Once the probationary period is completed, these teachers will be moved to the current salary schedule at their appropriate step.**

<b>STEP</b>	<b>BA</b>	<b>BA+20</b>	<b>MA</b>	<b>MA+20</b>	<b>EDS</b>
1	\$36,373	\$38,156	\$39,500	\$40,741	\$41,244
1.5	\$37,194	\$39,120	\$40,575	\$41,632	\$42,320
2	\$38,015	\$40,085	\$41,650	\$42,523	\$43,395
2.5	\$38,977	\$41,068	\$42,722	\$43,595	\$44,468
3	\$39,939	\$42,050	\$43,795	\$44,666	\$45,541
3.5	\$40,776	\$43,011	\$44,868	\$45,738	\$46,615
4	\$41,613	\$43,972	\$45,941	\$46,810	\$47,688
4.5	\$42,250	\$44,957	\$46,996	\$47,885	\$48,779
5	\$42,888	\$45,941	\$48,052	\$48,960	\$49,871
5.5	\$43,705	\$46,904	\$49,126	\$50,033	\$50,943
6	\$44,523	\$47,868	\$50,200	\$51,106	\$52,016
6.5	\$45,343	\$48,831	\$51,272	\$52,179	\$53,091
7	\$46,163	\$49,795	\$52,344	\$53,251	\$54,165
7.5	\$46,962	\$50,779	\$53,418	\$54,324	\$55,236
8	\$47,762	\$51,764	\$54,493	\$55,396	\$56,308
8.5	\$48,581	\$52,726	\$55,564	\$56,469	\$57,381
9	\$49,400	\$53,689	\$56,636	\$57,542	\$58,455
9.5	\$50,216	\$54,653	\$57,709	\$58,616	\$59,527
10	\$51,032	\$55,617	\$58,783	\$59,690	\$60,600
10.5	\$51,652	\$56,508	\$59,855	\$60,743	\$61,637
11	\$52,272	\$57,399	\$60,926	\$61,797	\$62,675
11.5	\$52,272	\$58,672	\$62,417	\$63,926	\$64,621
12	\$52,272	\$59,946	\$63,909	\$66,056	\$66,568
14.5	\$52,272	\$59,946	\$65,163	\$67,096	\$67,425
15	\$52,272	\$59,946	\$66,417	\$68,136	\$68,282
19.5	\$52,272	\$59,946	\$67,817	\$69,443	\$69,976
20	\$52,272	\$59,946	\$69,217	\$70,751	\$71,671
24.5	\$52,272	\$59,946	\$70,370	\$72,323	\$73,358
25	\$52,272	\$59,946	\$71,522	\$73,895	\$75,045

## APPENDIX B

### \*Tenured Teacher Salary Schedule 2011-2012 and 2012-2013

\*0% Increase for each year of agreement; Freeze on step movement for each year of agreement – advanced degree movement will be honored.

<b>STEP</b>	<b>BA</b>	<b>BA+20</b>	<b>MA</b>	<b>MA+20</b>	<b>EDS</b>
<b>1</b>	\$40,255	\$42,228	\$43,715	\$45,089	\$45,645
<b>2</b>	\$42,072	\$44,363	\$46,095	\$47,061	\$48,025
<b>3</b>	\$44,201	\$46,537	\$48,467	\$49,433	\$50,400
<b>4</b>	\$46,053	\$48,665	\$50,843	\$51,806	\$52,777
<b>5</b>	\$47,464	\$50,843	\$53,179	\$54,184	\$55,192
<b>6</b>	\$49,273	\$52,976	\$55,557	\$56,560	\$57,567
<b>7</b>	\$51,089	\$55,108	\$57,929	\$58,933	\$59,945
<b>8</b>	\$52,858	\$57,287	\$60,307	\$61,308	\$62,316
<b>9</b>	\$54,671	\$59,418	\$62,679	\$63,681	\$64,692
<b>10</b>	\$56,478	\$61,552	\$65,056	\$66,059	\$67,067
<b>11</b>	\$57,850	\$63,524	\$67,428	\$68,391	\$69,363
<b>12</b>	\$57,850	\$66,342	\$70,728	\$73,105	\$73,672
<b>15</b>	\$57,850	\$66,342	\$73,504	\$75,406	\$75,568
<b>20</b>	\$57,850	\$66,342	\$76,603	\$78,300	\$79,318
<b>25</b>	\$57,850	\$66,342	\$80,250	\$83,369	\$84,641

## APPENDIX B-1

### Compensation Schedule For Supplemental Services

<u>Activity</u>	<u>Percentage of Tenured Teacher Base</u>
<b>Building Technology Coordinator:</b>	
Elementary (6-11)	5.0
Junior High (2-4)	5.0
Senior High (4-6)	5.0
<b>Camp:</b>	
Camp Director	2.5
6th Grade Teachers Only (other than camp director)	1.5
Senior Counselors (other than 6th grade teachers)	.85
<b>Class Sponsors (per person):</b>	
Freshman	2.0
Sophomore	2.0
Junior	4.5
Senior	4.5
<b>Clubs (10 hours, 10 members, 10 meetings):</b>	
(1 sponsor only unless prior approval of Administration is granted)	1.0
<b>Conflict Manager Program:</b>	
Trainers (2)	2.5
Building Coordinator	3.0
Group Leaders	0.5
<b>Curriculum Committee Chairperson K-12:</b>	2.0
<b>Debate:</b>	3.5
<b>Department Chairperson:</b>	
Six or more department members	6.0
Less than six members	4.0
7-12 less than six members	5.0
<b>Elementary Grade Level Team Leader:</b>	4.0
<b>Forensics:</b>	2.0
<b>Intramurals:</b>	
Senior High	2.5
Junior High	2.5
<b>Mentor Teacher:</b>	1.0
<b>Music:</b>	
Elementary Vocal	1.0
Elementary Choir (maximum of two directors per choir)	2.0
Junior High Vocal	8.0
Assistant Vocal	8.0
Senior High Vocal (including Chambersingers)	10.0
System Orchestra	10.0
Assistant Orchestra	8.0
Senior High Band	10.0
Junior High Band	8.0
Assistant Band	8.0
Marching Band (included pre-camp and band camp)	10.0
Assistant Marching Band (includes pre-camp and band camp)	8.0

Jazz Band I	4.0
Jazz Band II	3.0
Winter Guard	3.0
<b>Newspaper:</b>	
**Junior High	1.0
Senior High	3.0
<b>Plays/Musicals Total</b>	
Senior High Musicals (Total % per musical)	26.0
Junior High Musicals (Total % per musical)	15.0
Plays (2 Acts-Total % per play)	12.5
Plays (1 Act-Total % per play)	5.0
<b>Safety Sponsors:</b>	
Building Sponsors	2.5
<b>Science Olympiad:</b>	
Senior High	6.0
Junior High	
Head Coach	7.0
Assistant Coach (6)	2.5
<b>Student Council:</b>	
Elementary (Maximum of 2)	1.0
Junior High (2)	2.5
Senior High (2)	5.0
<b>Yearbook:</b>	
Senior High	7.0
Junior High	2.5
<b>Driver Ed. and Summer School:</b>	.07% of the BA Base per hour
<b>Authorized Summer District Curriculum Work:</b>	.07% of the BA Base per hour

All positions on Appendix B-1 are considered to be non-tenured positions and will be appointed on a year-to-year basis.

\*\*If not part of class or floating activity period.

**APPENDIX B-2****Athletic Compensation Schedule For Supplemental Services**

Years of Experience/Percent of BA Base of Tenured Teacher

ACTIVITY	1	2	3	4	5
Head Varsity Football (1)	17.0	17.5	18.0	18.5	19.0
Assistant Varsity Football (2)	10.0	10.5	11.0	11.5	12.0
Head JV Football (1)	10.0	10.5	11.0	11.5	12.0
Assistant JV Football (2)	10.0	10.5	11.0	11.5	12.0
Head Freshman Football (1)	10.0	10.5	11.0	11.5	12.0
Assistant Freshman Football (2)	10.0	10.5	11.0	11.5	12.0
Head Mens/Womens Varsity Basketball (1 each)	17.0	17.5	18.0	18.5	19.0
JV Mens/Womens Basketball (1 each)	10.0	10.5	11.0	11.5	12.0
Freshman Mens/Womens Basketball (1 each)					
Head Mens/Womens Varsity Bowling (2)	5.0	5.5	6.0	6.5	7.0
Head Mens/Womens Varsity Cross Country (1 each)	7.0	8.0	9.0	10.0	11.0
Head Mens/Womens Varsity Swim/Dive (1 each)	12.0	13.0	14.0	15.0	16.0
Assistant Mens/Womens Varsity Swim/Dive (2 each)	8.0	8.5	9.0	9.5	10.0
Diving Mens/Womens Swim/Dive (1 each)	4.0	4.5	5.0	5.5	6.0
Head Mens/Womens Varsity Golf (1 each)	7.0	8.0	9.0	10.0	11.0
JV Mens/Womens Golf (1 each)	4.0	4.5	5.0	5.5	6.0
Head Varsity Sideline Football Cheer (1)	6.5	7.0	7.5	8.0	8.5
JV Sideline Football Cheer (1)	5.0	5.5	6.0	6.5	7.0
Freshman Sideline Football Cheer (1)	5.0	5.5	6.0	6.5	7.0
Head Varsity Sideline Basketball Cheer (1)	5.0	5.5	6.0	6.5	7.0
Head Varsity Competitive Cheer (1)	11.0	11.5	12.0	12.5	13.0
JV Competitive Cheer (1)	6.0	6.5	7.0	7.5	8.0
Freshman Competitive Cheer (1)	6.0	6.5	7.0	7.5	8.0
Head Varsity Dance (1)	6.0	6.5	7.0	7.5	8.0
JV Dance (1)	5.0	5.5	6.0	6.5	7.0
Freshman Dance (1)	4.5	5.0	5.5	6.0	6.5
Head Varsity Volleyball (1)	13.0	13.5	14.0	14.5	15.0
JV Volleyball (1)	7.5	8.0	8.5	9.0	9.5
Freshman Volleyball (1)	7.5	8.0	8.5	9.0	9.5

Head Varsity Wrestling (1)	13.0	13.5	14.0	14.5	15.0
JV Wrestling (1)	7.5	8.0	8.5	9.0	9.5
Head Mens/Womens Varsity Track (1 each)	10.0	11.0	12.0	13.0	14.0
Assistant Mens/Womens Track (2 each)	7.0	7.5	8.0	8.5	9.0
Assistant Mens/Womens Track (1 each)	3.5	4.0	4.5	5.0	5.5
Head Varsity Baseball (1)	12.0	12.5	13.0	13.5	14.0
JV Baseball (1)	7.0	7.5	8.0	8.5	9.0
Freshman Baseball (1)	6.0	6.5	7.0	7.5	8.0
Head Varsity Softball (1)	12.0	12.5	13.0	13.5	14.0
JV Softball (1)	7.0	7.5	8.0	8.5	9.0
Freshman Softball (1)	6.0	6.5	7.0	7.5	8.0
Head Mens/Womens Varsity Tennis (1 each)	7.0	8.0	9.0	10.0	11.0
JV Mens/Womens Tennis (1 each)	5.0	5.5	6.0	6.5	7.0
Head Mens/Womens Varsity Soccer (1 each)	7.0	8.0	9.0	10.0	11.0
JV Mens/Womens Soccer (1 each)	5.5	6.0	6.5	7.0	7.5
Freshman Mens/Womens Soccer (1 each)	5.0	5.5	6.0	6.5	7.0
Head Mens/Womens Varsity Water Polo (1 each)	7.0	8.0	9.0	10.0	11.0
Assistant Mens/Womens Varsity Water Polo (1 each)	4.5	5.0	5.5	6.0	6.5
JV Mens/Womens Water Polo (1 each)	5.0	5.5	6.0	6.5	7.0
Head Varsity Hockey (1)	13.0	13.5	14.0	14.5	15.0
Assistant Varsity Hockey (1)	7.5	8.0	8.5	9.0	9.5
Assistant Varsity Hockey (1)	4.5	5.0	5.5	6.0	6.5
Jr. High Basketball	6.0	6.5	7.0	7.5	8.0
Jr. High Cross Country	3.5	4.0	4.5	5.0	5.5
Jr. High Swimming	5.0	5.5	6.0	6.5	7.0
Assistant Jr. High Swimming (2)	4.0	4.5	5.0	5.5	6.0
Jr. High Cheerleading (2)	4.0	4.5	5.0	5.5	6.0
Jr. High Dance	4.0	4.5	5.0	5.5	6.0
Jr. High Volleyball (4)	5.0	5.5	6.0	6.5	7.0
Jr. High Wrestling	6.0	6.5	7.0	7.5	8.0
Assistant Jr. High Wrestling	4.0	4.5	5.0	5.5	6.0
Jr. High Track	5.0	5.5	6.0	6.5	7.0
Assistant Jr. High Track	4.0	4.5	5.0	5.5	6.0



Jr. High Tennis	4.5	5.0	5.5	6.0	6.5
Assistant Jr. High Tennis	4.0	4.5	5.0	5.5	6.0
Jr. High Soccer (4)	4.5	5.0	5.5	6.0	6.5
Assistant Soccer	4.0	4.5	5.0	5.5	6.0

These positions on Appendix B-2 are considered non-tenured positions and will be appointed from year-to-year.

## APPENDIX C

### Calendars

<p style="text-align: center;"><b>JENISON PUBLIC SCHOOLS 2011-2012 ELEMENTARY SCHOOL CALENDAR</b></p>
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<b>August 30, 31, and September 1</b>	<b>Orientation – Full Days for Professional Staff No School for Students</b>
<b>September 6</b>	<b>First Day of School Full Day for Students</b>
<b>November 1</b>	<b>Professional Staff Development No School for Students</b>
<b>November 23, 24, and 25</b>	<b>Thanksgiving Recess No School</b>
<b>December 19 – December 30</b>	<b>Holiday Recess No School</b>
<b>January 2</b>	<b>Professional Staff Development No School for Students</b>
<b>January 20</b>	<b>End of 1st Semester Records Day – Full Day for Professional Staff No School for Students</b>
<b>February 16, 17, and 20</b>	<b>Mid-Winter Recess No School</b>
<b>March 30 - April 6</b>	<b>Spring Recess No School</b>
<b>May 28</b>	<b>Memorial Day No School</b>
<b>June 7</b>	<b>Last Day of School Full Day for Students</b>
<b>June 8</b>	<b>End of 2nd Semester Records Day – Full Day for Professional Staff No School for Students</b>

Parent/Teacher Conference dates to be determined.

**JENISON PUBLIC SCHOOLS  
2011-2012  
JUNIOR HIGH CALENDAR**

<b>August 30, 31, and September 1</b>	<b>Orientation – Full Days for Professional Staff No School for Students</b>
<b>September 6</b>	<b>First Day of School</b>
<b>November 1</b>	<b>Professional Staff Development No School for Students</b>
<b>November 23, 24, and 25</b>	<b>Thanksgiving Recess No School</b>
<b>December 19 – December 30</b>	<b>Holiday Recess No School</b>
<b>January 2</b>	<b>Professional Staff Development No School for Students</b>
<b>January 19 and 20</b>	<b>End of 1<sup>st</sup> Semester Records Days – Full Days for Professional Staff No School for Students</b>
<b>February 16, 17, and 20</b>	<b>Mid-Winter Recess No School</b>
<b>March 30 – April 6</b>	<b>Spring Recess No School</b>
<b>May 28</b>	<b>Memorial Day No School</b>
<b>June 6</b>	<b>Last Day of School Full Day for Students</b>
<b>June 7 and 8</b>	<b>End of 2<sup>nd</sup> Semester Records Days – Full Days for Professional Staff No School for Students</b>

**Parent/Teacher Conference dates to be determined.**

**JENISON PUBLIC SCHOOLS  
2011-2012  
SENIOR HIGH SCHOOL CALENDAR**

<b>August 30, 31 and September 1</b>	<b>Orientation – Full Days for Professional Staff No School for Students</b>
<b>September 6</b>	<b>First Day of School Full Day for Students</b>
<b>November 1</b>	<b>Professional Staff Development No School for Students</b>
<b>November 23, 24, and 25</b>	<b>Thanksgiving Recess No School</b>
<b>December 19 – December 30</b>	<b>Holiday Recess No School</b>
<b>January 2</b>	<b>Professional Staff Development No School for Students</b>
<b>January 19 and 20</b>	<b>End of 1<sup>st</sup> Semester Records Days – Full Days for Professional Staff No School for Students</b>
<b>February 16, 17, and 20</b>	<b>Mid-Winter Recess No School</b>
<b>March 30 - April 6</b>	<b>Spring Recess No School</b>
<b>May 28</b>	<b>Memorial Day No School</b>
<b>June 6</b>	<b>Last Day of School Full Day for Students</b>
<b>June 7 and 8</b>	<b>End of 2<sup>nd</sup> Semester Records Days – Full Days for Professional Staff No School for Students</b>

**Parent/Teacher Conference dates to be determined.**

**JENISON PUBLIC SCHOOLS  
2012-2013  
ELEMENTARY SCHOOL CALENDAR**

<b>August 28, 29, and 30</b>	<b>Orientation – Full Days for Professional Staff No School for Students</b>
<b>September 4</b>	<b>First Day of School Full Day for Students</b>
<b>November 1</b>	<b>Professional Staff Development No School for Students</b>
<b>November 21, 22, and 23</b>	<b>Thanksgiving Recess No School</b>
<b>December 24 – January 4</b>	<b>Holiday Recess No School</b>
<b>January 18</b>	<b>End of 1st Semester Records Day – Full Day for Professional Staff No School for Students</b>
<b>February 14, 15, and 18</b>	<b>Mid-Winter Recess No School</b>
<b>February 19</b>	<b>Professional Development Day No School for Students</b>
<b>March 29 - April 5</b>	<b>Spring Recess No School</b>
<b>May 27</b>	<b>Memorial Day No School</b>
<b>June 6</b>	<b>Last Day of School Full Day for Students</b>
<b>June 7</b>	<b>End of 2nd Semester Records Day – Full Day for Professional Staff No School for Students</b>

**Parent/Teacher Conference dates to be determined.**

**JENISON PUBLIC SCHOOLS  
2012-2013  
JUNIOR HIGH CALENDAR**

<b>August 28, 29, and 30</b>	<b>Orientation – Full Days for Professional Staff No School for Students</b>
<b>September 4</b>	<b>First Day of School</b>
<b>November 1</b>	<b>Professional Staff Development No School for Students</b>
<b>November 21, 22, and 23</b>	<b>Thanksgiving Recess No School</b>
<b>December 24 – January 4</b>	<b>Holiday Recess No School</b>
<b>January 17 and 18</b>	<b>End of 1<sup>st</sup> Semester Records Days – Full Days for Professional Staff No School for Students</b>
<b>February 14, 15, and 16</b>	<b>Mid-Winter Recess No School</b>
<b>February 19</b>	<b>Professional Development Day No School for Students</b>
<b>March 29 – April 5</b>	<b>Spring Recess No School</b>
<b>May 27</b>	<b>Memorial Day No School</b>
<b>June 5</b>	<b>Last Day of School Full Day for Students</b>
<b>June 6 and 7</b>	<b>End of 2<sup>nd</sup> Semester Records Days – Full Days for Professional Staff No School for Students</b>

**Parent/Teacher Conference dates to be determined.**

**JENISON PUBLIC SCHOOLS  
2012-2013  
SENIOR HIGH SCHOOL CALENDAR**

<b>August 28, 29, and 30</b>	<b>Orientation – Full Days for Professional Staff No School for Students</b>
<b>September 4</b>	<b>First Day of School</b>
<b>November 1</b>	<b>Professional Staff Development No School for Students</b>
<b>November 21, 22, and 23</b>	<b>Thanksgiving Recess No School</b>
<b>December 24 – January 4</b>	<b>Holiday Recess No School</b>
<b>January 17 and 18</b>	<b>End of 1<sup>st</sup> Semester Records Days – Full Days for Professional Staff No School for Students</b>
<b>February 14, 15, and 16</b>	<b>Mid-Winter Recess No School</b>
<b>February 19</b>	<b>Professional Development Day No School for Students</b>
<b>March 29 – April 5</b>	<b>Spring Recess No School</b>
<b>May 27</b>	<b>Memorial Day No School</b>
<b>June 5</b>	<b>Last Day of School Full Day for Students</b>
<b>June 6 and 7</b>	<b>End of 2<sup>nd</sup> Semester Records Days – Full Days for Professional Staff No School for Students</b>

**Parent/Teacher Conference dates to be determined.**

Annual Goals—Tenured Teachers

**Goals:** Select 1-3 goals from Danielson Model Components of Professional Practice and School Improvement Initiatives.

**Student Achievement:** Select measures of student achievement.

**Recommendations for Goal Attainment:**

**Methods for Goal Appraisal:**

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

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

**Annual Goal Assessment: (Completed by June 1)**

Effectiveness Rating \_\_\_\_\_ Date \_\_\_\_\_

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

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

White: Personnel  
Yellow: Teacher  
Pink: Administrator  
Goldenrod: Teacher



## Components of Professional Practice

<p><b>Domain 1: Planning and Preparation</b></p> <p><b>Component 1a: Demonstrating Knowledge of Content and Pedagogy</b>          Knowledge of content          Knowledge of prerequisite relationships          Knowledge of content-related pedagogy</p> <p><b>Component 1b: Demonstrating Knowledge of Students</b>          Knowledge of characteristics of age group          Knowledge of students' varied approaches to learning          Knowledge of students' skills and knowledge          Knowledge of students' interests and cultural heritage</p> <p><b>Component 1c: Selecting Instructional Goals</b>          Value          Clarity          Suitability for diverse students          Balance</p> <p><b>Component 1d: Demonstrating Knowledge of Resources</b>          Resources for teaching          Resources for students</p> <p><b>Component 1e: Designing Coherent Instructional Learning Activities</b>          Learning activities          Instructional materials and resources          Instructional groups          Lesson and unit structure</p> <p><b>Component 1f: Assessing Student Learning</b>          Congruence with instructional goals          Criteria and standards          Use for planning</p>	<p><b>Domain 2: The Classroom Environment</b></p> <p><b>Component 2a: Creating an Environment of Respect and Rapport</b>          Teacher interaction with students          Student interaction</p> <p><b>Component 2b: Establishing a Culture for Learning</b>          Importance of the content          Student pride in work          Expectations for learning and achievement</p> <p><b>Component 2c: Managing Classroom Procedures</b>          Management of instructional groups          Management of transitions          Management of materials and supplies          Performance of noninstructional duties          Supervision of volunteers and paraprofessionals</p> <p><b>Component 2d: Managing Student Behavior</b>          Expectations          Monitoring of student behavior          Response to student misbehavior</p> <p><b>Component 2e: Organizing Physical Space</b>          Safety and arrangement of furniture          Accessibility to learning and use of physical resources</p>
<p><b>Domain 3: Instruction</b></p> <p><b>Component 3a: Communicating Clearly and Accurately</b>          Directions and procedures          Oral and written language</p> <p><b>Component 3b: Using Questioning and Discussion Techniques</b>          Quality of questions          Discussion techniques          Student participation</p> <p><b>Component 3c: Engaging Students in Learning</b>          Representation of content          Grouping of students          Instructional materials and resources          Structure and pacing</p> <p><b>Component 3d: Providing Feedback to Students</b>          Quality: accurate, substantive, constructive, and specific          Timeliness.</p> <p><b>Component 3e: Demonstrating Flexibility and Responsiveness</b>          Lesson adjustment          Response to students          Persistence</p>	<p><b>Domain 4: Professional Responsibilities</b></p> <p><b>Component 4a: Reflecting on Teaching</b>          Accuracy          Use in future teaching</p> <p><b>Component 4b: Maintaining Accurate Records</b>          Student completion of assignments          Student progress in learning          Noninstructional records</p> <p><b>Component 4c: Communicating with Families</b>          Information about the instructional program          Information about individual students          Engagement of families in the instructional program</p> <p><b>Component 4d: Contributing to the School and District</b>          Relationships with colleagues          Service to the school          Participation in school and district projects</p> <p><b>Component 4e: Growing and Developing Professionally</b>          Enhancement of content knowledge and pedagogical skill          Service to the profession</p> <p><b>Component 4f: Showing Professionalism</b>          Service to students          Advocacy          Decision making</p>

"Enhancing Professional Practice", Framework for Teaching, C. Danielson, 1996.

## Sources of Information

Component of the Framework	Sample Sources of Information
<p><b>Domain 1: Planning and Preparation</b></p> <p>1a: Demonstrating Knowledge of Content and Pedagogy            1b: Demonstrating Knowledge of Students            1c: Selecting Instructional goals            1d: Demonstrating Knowledge of Resources            1e: Designing Coherent Instruction            1f: Assessing Student Learning</p>	<p>Classroom observation, sample unit plan, sample lesson plan, interview, log.            Interviews, sample lesson plan            Sample unit plan, sample lesson plan, teaching artifact            Sample unit plan, sample lesson plan            Sample unit plan, sample lesson plan, teaching artifact            Sample unit plan, sample lesson plan, teaching artifact</p>
<p><b>Domain 2: The Classroom Environment</b></p> <p>2a: Creating and Environment of Respect and Rapport            2b: Establishing a Culture for Learning</p> <p>2c: Managing Classroom Procedures            2d: Managing Student Behavior</p> <p>2e: Organizing Physical Space</p>	<p>Classroom observation; student surveys; parent surveys            Classroom observation, teaching artifact, sample of student work; student surveys; parent surveys            Classroom observation, interview            Classroom observation, interview, records of students sent to the office            Classroom observation</p>
<p><b>Domain 3: Instruction</b></p> <p>3a: Communicating Clearly and Accurately            3b: Using Questioning and Discussion Techniques            3c: Engaging Students in Learning</p> <p>3d: Providing Feedback to Students            3e: Demonstrating Flexibility and Responsiveness</p>	<p>Classroom observation            Classroom observation            Classroom observation, teaching artifacts, samples of student work            Classroom observation, samples of student work            Classroom observation</p>
<p><b>Domain 4: Professional Responsibilities</b></p> <p>4a: Reflecting on Teaching            4b: Maintaining Accurate Records            4c: Communicating with Families</p> <p>4d: Contributing to the School and District            4e: Growing and Developing Professionally            4f: Showing Professionalism</p>	<p>Interview, reflection form            Attendance records, field trip records            Phone logs, letters to parents, back-to-school night handouts, parent survey, phone calls from parents            Logs of professional activities; copies of documents to which teacher has contributed with explanation of role            Logs of professional goals and improved practice; copies of conference programs attended or at which presented            Interview, feedback from colleagues</p>

\*Enhancing Professional Practice\*, Framework for Teaching, C. Danielson, 1996.

## EFFECTIVENESS RATING

### DOMAIN I: PLANNING AND PREPARATION

#### Component 1a: Demonstrating Knowledge of Content and Pedagogy

Elements: Knowledge of content • Knowledge of prerequisite relationships • Knowledge of content-related pedagogy

LEVEL OF PERFORMANCE			
ELEMENT	MINIMALLY EFFECTIVE	EFFECTIVE	HIGHLY EFFECTIVE
Knowledge of Content	Teacher displays basic content knowledge but cannot articulate connections with other parts of the discipline for 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 Prerequisite Relationships	Teacher indicates some awareness of prerequisite learning, although such knowledge may be incomplete or inaccurate.	Teacher's plans and practices reflect understanding of prerequisite relationships among topics and concepts.	teacher actively builds on knowledge of prerequisite relationships when describing instruction or seeking causes for student misunderstanding.
Knowledge of Content-Related Pedagogy	Teacher displays basic pedagogical knowledge but does not anticipate student misconceptions.	Pedagogical practices reflect current research on best pedagogical practice within the discipline but without anticipating student misconceptions.	Teacher displays continuing search for best practice and anticipates student misconceptions.

### DOMAIN I: PLANNING AND PREPARATION

#### Component 1b: Demonstrating Knowledge of Students

Elements: Knowledge of characteristics (intellectual, social, and emotional) of age group • Knowledge of students' varied approaches of learning • Knowledge of students' skills and knowledge • Knowledge of students' interests and cultural heritage

LEVEL OF PERFORMANCE			
ELEMENT	MINIMALLY EFFECTIVE	EFFECTIVE	HIGHLY EFFECTIVE
Knowledge of Characteristics of Age Group	Teacher displays generally accurate knowledge of developmental characteristics of age group.	Teacher displays thorough understanding of typical developmental characteristics of age group as well as exceptions of general patterns.	Teacher displays knowledge of typical developmental characteristics of age group, exceptions to the patterns, and the extent to which each student follows patterns.
Knowledge of Students' Varied Approaches of Learning	Teacher displays general understanding of the different approaches to learning that students exhibit.	Teacher displays solid understanding of the different approaches to learning that different students exhibit.	Teacher uses, where appropriate, knowledge of students; varied approached to learning in instructional planning.
Knowledge of Students' Skills and Knowledge	Teacher recognizes the value of understanding students' skills and knowledge but displays this knowledge for the class only as a whole.	Teacher displays knowledge of students' skills and knowledge for groups of students and recognizes the value of this knowledge.	Teacher displays knowledge of students' skills and knowledge for each student, including those with special needs.
Knowledge of Students' Interests and Cultural Heritage	Teacher recognizes the value of understanding students' interests or cultural heritage but displays this knowledge for the class only as a whole	Teacher displays knowledge of the interests or cultural heritage of groups of students and recognizes the value of this knowledge	Teacher displays knowledge of the interests or cultural heritage of each student

Adapted from "Enhancing Professional Practice," Framework for Teaching, C. Danielson, 1996.

**DOMAIN I: PLANNING AND PREPARATION**  
**Component 1c: Selecting Instructional Goals**

Elements: VALUE: Goals represent high expectations for students; and reflect important learning and conceptual understanding, curriculum standards, and frameworks. • CLARITY: Goals are clearly stated as student learning and permit sound assessment. • SUITABILITY FOR DIVERSE STUDENTS: Goals reflect needs of all students in a class. • BALANCE: Goals represent opportunities for different types of learning—for example, thinking as well as knowledge—and coordination or integration within or across disciplines.

<b>LEVEL OF PERFORMANCE</b>			
<b>ELEMENT</b>	<b>MINIMALLY EFFECTIVE</b>	<b>EFFECTIVE</b>	<b>HIGHLY EFFECTIVE</b>
Value	Goals are moderately valuable in either their expectations or conceptual understanding for students and in importance of learning.	Goals are valuable in their level of expectations, conceptual understanding, and importance of learning.	Not only are the goals valuable, but teacher can also clearly articulate how goals establish high expectations and relate to curriculum frameworks and standards.
Clarity	Goals are only moderately clear or include a combination of goals and activities. Some goals do not permit viable methods of assessment.	Most of the goals are clear but may include a few activities. Most permit viable methods of assessment.	All the goals are clear, written in the form of student learning, and permit viable methods of assessment.
Suitability for Diverse Students	Most of the goals are suitable for most students in the class.	All the goals are suitable for most students in the class.	Goals take into account the varying learning needs of individual students or groups.
Balance	Goals reflect several types of learning but no effort at coordination or integration.	Goals reflect several different types of learning and opportunities for integration.	Goals reflect student initiative in establishing important learning.

**DOMAIN I : PLANNING AND PREPARATION**  
**Component Id: Demonstrating Knowledge of Resources**

Elements: Resources for teaching • Resources for students

<b>LEVEL OF PERFORMANCE</b>			
<b>ELEMENT</b>	<b>MINIMALLY EFFECTIVE</b>	<b>EFFECTIVE</b>	<b>HIGHLY EFFECTIVE</b>
Resources for Teaching	Teacher displays limited awareness of resources available through the school or district.	Teacher is fully aware of all resources available through the school or district.	In addition to being aware of school and district resources, teacher actively seeks other materials to enhance instruction, for example, from professional organizations or through the community.
Resources for Students	Teacher displays limited awareness of resources available through the school or district.	Teacher is fully aware of all resources available through the school or district and knows how to gain access for students.	In addition to being aware of school and district resources, teacher is aware of additional resources available through the community.

Adapted from "Enhancing Professional Practice," Framework for Teaching, C. Danielson, 1996.

**DOMAIN I: PLANNING AND PREPARATION**  
**Component Ie: Designing Coherent Instruction**

Elements: Learning activities • Instructional materials and resources • Instructional groups • Lesson and unit structure

<b>LEVEL OF PERFORMANCE</b>			
<b>ELEMENT</b>	<b>MINIMALLY EFFECTIVE</b>	<b>EFFECTIVE</b>	<b>HIGHLY EFFECTIVE</b>
Learning Activities	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.
Instructional Materials and Resources	Some of the materials and resources support the instructional goals, and some engage students in meaningful learning.	All materials and resources support the instructional goals, and most engage students in meaningful learning.	All materials and resources support the instructional goals, and most engage students in meaningful learning. there is evidence of student participation in selecting or adapting materials.
Instructional Groups	Instructional groups are inconsistent in suitability to the instructional goals and offer minimal variety.	Instructional groups are varied, as appropriate to the different instructional goals.	Instructional groups are varies, as appropriate to the different instructional goals. there is evidence of student choice in selecting different patterns of instructional groups.
Lesson and Unit Structure	The lesson or unit has a recognizable structure, although the structure is not uniformly maintained throughout. Most time allocations are reasonable.	The lesson or unit has a recognizable structure, although the structure is not uniformly maintained throughout. Most time allocations are reasonable.	The lesson's or unit's structure is clear and allows for different pathways according to student needs.

**DOMAIN I: PLANNING AND PREPARATION**  
**Component If: Assessing Student Learning**

Elements: Congruence with instructional goals • Criteria and standards • Use for planning

<b>LEVEL OF PERFORMANCE</b>			
<b>ELEMENT</b>	<b>MINIMALLY EFFECTIVE</b>	<b>EFFECTIVE</b>	<b>HIGHLY EFFECTIVE</b>
Congruence with Instructional Goals	Some of the instructional goals are assessed through the proposed approach, but many are not.	All the instructional goals are nominally assessed through the proposed plan, but the approach is more suitable to some goals than to others.	The proposed approach to assessment is completely congruent with the instructional goals, both in content and process.
Criteria and Standards	Assessment criteria and standards have been developed, but they are either not clear or have not been clearly communicated to students.	Assessment criteria and standards are clear and have been clearly communicated to students.	Assessment criteria and standards are clear and have been clearly communicated to students. there is evidence that students contributed to the development of the criteria and standards.
Use for Planning	Teacher uses assessment results to plan for the class as a whole.	Teacher uses assessment results to plan for individual and groups of students.	Students are aware of how they are meeting the established standards and participate in planning the next steps.

Adapted from "Enhancing Professional Practice," Framework for Teaching, C. Danielson, 1996.

**DOMAIN II: THE CLASSROOM ENVIRONMENT**  
**Component 2a: Creating an Environment of Respect and Rapport**  
 Elements: Teacher interaction with students • Student Interaction

<b>LEVEL OF PERFORMANCE</b>			
<b>ELEMENT</b>	<b>MINIMALLY EFFECTIVE</b>	<b>EFFECTIVE</b>	<b>HIGHLY EFFECTIVE</b>
Teacher Interaction with Students	Teacher-student interactions are generally appropriate but may reflect occasional inconsistencies, favoritism, or disregard for students' cultures. Students exhibit only minimal respect for teacher.	Teacher-student interactions are friendly and demonstrate general warmth, caring, and respect. Such interactions are appropriate to developmental and cultural norms. Students exhibit respect for teacher.	Teacher demonstrates genuine caring and respect for individual students. Students exhibit respect for teacher as an individual, beyond that for the role.
Student Interaction	Students do not demonstrate negative behavior toward one another.	Student interactions are generally polite and respectful.	Students demonstrate genuine caring for one another as individuals and as students.

**DOMAIN II: THE CLASSROOM ENVIRONMENT**  
**Component 2b: Establishing a Culture for Learning**

Elements: Importance of the content • Student pride in work • Expectations for learning and achievement

<b>LEVEL OF PERFORMANCE</b>			
<b>ELEMENT</b>	<b>MINIMALLY EFFECTIVE</b>	<b>EFFECTIVE</b>	<b>HIGHLY EFFECTIVE</b>
Importance of the Content	Teacher communicated importance of the work but with little conviction and only minimal apparent buy-in by the students.	Teacher conveys genuine enthusiasm for the subject, and students demonstrate consistent commitment to its value.	Students demonstrate through their active participation, curiosity, and attention to detail that they value the content's importance.
Student Pride in Work	Students minimally accept the responsibility to "do good work" but invest little of their energy in the quality of the work.	Students accept teacher insistence on work of high quality and demonstrate pride in that work.	Students take obvious pride in their work and initiate improvements in it, for example, by revising drafts on their own initiative, helping peers, and ensuring that high-quality work is displayed.
Expectations for Learning and Achievement	Instructional goals and activities, interactions, and the classroom environment convey inconsistent expectations for student achievement.	Instructional goals and activities, interactions, and the classroom environment convey high expectations for student achievement.	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.

Adapted from "Enhancing Professional Practice," Framework for Teaching, C. Danielson, 1996.



**DOMAIN II: THE CLASSROOM ENVIRONMENT**  
**Component 2c: Managing Classroom Procedures**

Elements: Management of instructional groups • Management of transitions • Management of materials and supplies • Performance of noninstructional duties  
 • Supervision of volunteers and paraprofessionals

<b>LEVEL OF PERFORMANCE</b>			
<b>ELEMENT</b>	<b>MINIMALLY EFFECTIVE</b>	<b>EFFECTIVE</b>	<b>HIGHLY EFFECTIVE</b>
Management of Instructions Groups	Tasks for group work are partially organized, resulting in some off-task behavior when teacher is involved with one group.	Tasks for group work are organized, and groups are managed so most students are engaged at all times.	Groups working independently are productively engaged at all times, with students assuming responsibility for productivity.
Management of Transitions	Transitions are sporadically efficient, resulting in some loss of instructional time.	Transitions occur smoothly, with little loss of instructional time.	Transitions are seamless, with students assuming some responsibility for efficient operation.
Management of Materials & Supplies	Routines for handling materials and supplies function moderately well.	Routines for handling materials and supplies occur smoothly, with little loss of instructional time.	Routines for handling materials and supplies are seamless, with students assuming some responsibility for efficient operation.
Performance of Non-Instructional Duties	Systems for performing noninstructional duties are fairly efficient, resulting in little loss of instructional time.	Efficient systems for performing noninstructional duties are in place, resulting in minimal loss of instructional time.	Systems for performing noninstructional duties are well established, with students assuming considerable responsibility for efficient operation.
Supervision of Volunteers & Paraprofessionals	Volunteers and paraprofessionals are productively engaged during portions of class time but require frequent supervision.	Volunteers and paraprofessionals are productively and independently engaged during the entire class.	Volunteers and paraprofessionals make a substantive contribution to the classroom environment.

**DOMAIN II: THE CLASSROOM ENVIRONMENT**  
**Component 2d: Managing Student Behavior**

Elements: Expectations • Monitoring of student behavior • Response to student misbehavior

<b>LEVEL OF PERFORMANCE</b>			
<b>ELEMENT</b>	<b>MINIMALLY EFFECTIVE</b>	<b>EFFECTIVE</b>	<b>HIGHLY EFFECTIVE</b>
Expectations	Standards of conduct appear to have been established for most situations, and most students seem to understand them.	Standards of conduct are clear to all students	Standards of conduct are clear to all students and appear to have been developed with student participation.
Monitoring of Student Behavior	Teacher is generally aware of student behavior but may miss the activities of some students.	Teacher is alert to student behavior at all times.	Monitoring by teacher is subtle and preventive. Students monitor their own and their peers' behavior, correcting one another respectfully.
Response to Student Behavior	Teacher attempts to respond to student misbehavior but with uneven results, or no serious disruptive behavior occurs.	Teacher response to misbehavior is appropriate and successful and respects the student's dignity, or student behavior is generally appropriate.	Teacher response to misbehavior is highly effective and sensitive to students' individual needs, or student behavior is entirely appropriate.

Adapted from "Enhancing Professional Practice," Framework for Teaching, C. Danielson, 1996.

**DOMAIN II: THE CLASSROOM ENVIRONMENT**  
**Component 2e: Organizing Physical Space**

Elements: Safety and arrangement of furniture • Accessibility to learning and use of physical resources

<b>LEVEL OF PERFORMANCE</b>			
<b>ELEMENT</b>	<b>MINIMALLY EFFECTIVE</b>	<b>EFFECTIVE</b>	<b>HIGHLY EFFECTIVE</b>
Safety & Arrangement of Furniture	The classroom is safe, and classroom furniture is adjusted for a lesson, or if necessary, a lesson is adjusted to the furniture, but with limited effectiveness.	The classroom is safe, and the furniture arrangement is a resource for learning activities.	The classroom is safe, and students adjust the furniture to advance their own purposes in learning.
Accessibility to Learning and Use of Physical Resources	Teacher uses physical resources adequately, and at least essential learning is accessible to all students.	Teacher uses physical resources skillfully, and all learning is equally accessible to all students.	Both teacher and students use physical resources optimally, and students ensure that all learning is equally accessible to all students.

Adapted from "Enhancing Professional Practice," Framework for Teaching, C. Danielson, 1996.



**DOMAIN III: INSTRUCTION**  
**Component 3a: Managing Student Behavior**

Elements: Directions and procedures • Oral and written language

LEVEL OF PERFORMANCE			
ELEMENT	MINIMALLY EFFECTIVE	EFFECTIVE	HIGHLY EFFECTIVE
Directions & Procedures	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.
Oral & Written Language	Teacher's spoken language is audible, and written language is legible. Both are used correctly. Vocabulary is correct but limited or is not appropriate to students' ages or backgrounds.	Teacher's spoken and written language is clear and correct. Vocabulary is appropriate to students' age and interests.	Teacher's spoken and written language is correct and expressive, with well-chosen vocabulary that enriches the lesson.

**DOMAIN III: INSTRUCTION**  
**Component 3b: Using Questioning and Discussion Techniques**

Elements: Quality of questions • Discussion techniques • Student participation

LEVEL OF PERFORMANCE			
ELEMENT	MINIMALLY EFFECTIVE	EFFECTIVE	HIGHLY EFFECTIVE
Quality of Questions	Teacher's questions are a combination of low and high quality. Only some invite a response.	Most of teacher's questions are of high quality. Adequate time is available for students to respond.	Teacher's questions are of uniformly high quality, with adequate time for students to respond. Students formulate many questions.
Discussion Techniques	Teacher makes some attempt to engage students in a true discussion, with uneven results.	Classroom interaction represents true discussion, with teacher stepping, when appropriate, to the side.	Students assume considerable responsibility for the success of the discussion, initiating topics and making unsolicited contributions.
Student Participation	Teacher attempts to engage all students in the discussion, but with only limited success.	Teacher successfully engages all students in the discussion.	Students themselves ensure that all voices are heard in the discussion.

Adapted from "Enhancing Professional Practice," Framework for Teaching, C. Danielson, 1996.

**DOMAIN III: INSTRUCTION**  
**Component 3c: Engaging Students in Learning**

Elements: Representation of content • Activities and assignments • Grouping of students • Instructional materials and resources • Structure and pacing

<b>LEVEL OF PERFORMANCE</b>			
<b>ELEMENT</b>	<b>MINIMALLY EFFECTIVE</b>	<b>EFFECTIVE</b>	<b>HIGHLY EFFECTIVE</b>
Representation of Content	Representation of content is inconsistent in quality: Some is done skillfully, with good examples; other portions are difficult to follow.	Representation of content is appropriate and links well with students' knowledge and experience.	Representation of content is appropriate and links well with students' knowledge and experience. Students contribute to representation of content.
Activities & Assignments	Some activities and assignments are appropriate to students and engages them mentally, but others do not.	Most activities and assignments are appropriate to students. Almost all students are cognitively engaged in them.	All students are cognitively engaged in the activities and assignments in their exploration of content. Students initiate or adapt activities and projects to enhance understanding.
Grouping of Students	Instructional groups are only partially appropriate to the students or only moderately successful in advancing the instructional goals of a lesson.	Instructional groups are productive and fully appropriate to the students or to the instructional goals of a lesson	Instructional groups are productive and fully appropriate to the instructional goals of a lesson. Students take the initiative to influence instructional groups to advance their understanding.
Instructional Materials & Resources	Instructional materials and resources are partially suitable to the instructional goals, or students' level of mental engagement is moderate.	Instructional materials and resources are suitable to the instructional goals and engage students mentally.	Instructional materials and resources are suitable to the instructional goals and engage students mentally. Students initiate the choice, adaptation, or creation of materials to enhance their own purposes.
Structure & Pacing	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 consistent.	The lesson's structure is highly coherent, allowing for reflection and closure as appropriate. Pacing of the lesson is appropriate for all students.

Adapted from "Enhancing Professional Practice," Framework for Teaching, C. Danielson, 1996.

**DOMAIN III: INSTRUCTION**  
**Component 3d: Providing Feedback to Students**  
 Elements: Quality: accurate, substantive, constructive, and specific • Timeliness

LEVEL OF PERFORMANCE			
ELEMENT	MINIMALLY EFFECTIVE	EFFECTIVE	HIGHLY EFFECTIVE
Quality: Accurate, Substantive, Constructive, and Specific	Feedback is inconsistent in quality: Some elements of high quality are present; others are not	Feedback is consistently high quality.	Feedback is consistently high quality. Provision is made for students to use feedback in their learning.
Timeliness	Timeliness of feedback is inconsistent.	Feedback is consistently provided in a timely manner.	Feedback is consistently provided in a timely manner. Students make prompt use of the feedback in their learning.

**DOMAIN III: INSTRUCTION**  
**Component 3e: Demonstrating Flexibility and Responsiveness**  
 Elements: Lesson adjustment • Response to students • Persistence

LEVEL OF PERFORMANCE			
ELEMENT	MINIMALLY EFFECTIVE	EFFECTIVE	HIGHLY EFFECTIVE
Lesson Adjustment	Teacher attempts to adjust a lesson, with mixed results	Teacher makes a minor adjustment to a lesson, and the adjustment occurs smoothly.	Teacher successfully makes a major adjustment to a lesson.
Response to Students	Teacher attempts to accommodate students' questions or interests. The effects on the coherence of a lesson are uneven.	Teacher successfully accommodates students' questions or interests.	Teacher seizes a major opportunity to enhance learning, building on a spontaneous event.
Persistence	Teacher accepts responsibility for the success of all students but has only a limited repertoire of instructional strategies to use.	Teacher persists in seeking approaches for students who have difficulty learning, possessing a moderate repertoire of strategies.	Teacher persists in seeking effective approaches for students who need help, using an extensive repertoire of strategies and soliciting additional resources from the school.

Adapted from "Enhancing Professional Practice," *Framework for Teaching*, C. Danielson, 1996.

**DOMAIN IV: PROFESSIONAL RESPONSIBILITIES**  
**Component 4a: Reflecting on Teaching**

Elements: Accuracy • Use in future teaching

<b>LEVEL OF PERFORMANCE</b>			
<b>ELEMENT</b>	<b>MINIMALLY EFFECTIVE</b>	<b>EFFECTIVE</b>	<b>HIGHLY EFFECTIVE</b>
Accuracy	Teacher has a generally accurate impression of a lesson's effectiveness and the extent to which instructional goals were met.	Teacher makes an accurate assessment of a lesson's effectiveness and the extent to which it achieved its goals and can cite general references to support the judgment.	Teacher makes a thoughtful and accurate assessment of a lesson's effectiveness and the extent to which it achieved its goals, citing many specific examples from the lesson and weighing the relative strength of each.
Use in Future Teaching	Teacher makes general suggestions about how a lesson may be improved.	Teacher makes a few specific suggestions of what he/she may try another time.	Drawing on an extensive repertoire of skills, the teacher offers specific alternative actions, complete with probable successes of different approaches.

**DOMAIN IV: PROFESSIONAL RESPONSIBILITIES**  
**Component 4b: Maintaining Accurate Records**

Elements: Student completion of assignments • Student progress in learning • Noninstructional records

<b>LEVEL OF PERFORMANCE</b>			
<b>ELEMENT</b>	<b>MINIMALLY EFFECTIVE</b>	<b>EFFECTIVE</b>	<b>HIGHLY EFFECTIVE</b>
Student completion of Assignments	Teacher's system for maintaining information on student completion of assignments is rudimentary and only partially effective.	Teacher's system for maintaining information on student completion of assignments is fully effective.	Teacher's system for maintaining information on student completion of assignments is fully effective. Students participate in the maintenance of records.
Student Progress in Learning	Teacher's system for maintaining information on student progress in learning is rudimentary and partially effective.	Teacher's system for maintaining information on student progress in learning is effective.	Teacher's system for maintaining information on student progress in learning is fully effective. Students contribute information and interpretation of the records.
Noninstructional Records	Teacher's records for noninstructional activities are adequate, but they require frequent monitoring to avoid error.	Teacher's system for maintaining information on noninstructional activities is fully effective.	Teacher's system for maintaining information on noninstructional activities is highly effective, and students contribute to its maintenance.

Adapted from "Enhancing Professional Practice," Framework for Teaching, C. Danielson, 1996.

**DOMAIN IV: PROFESSIONAL RESPONSIBILITIES**  
**Component 4c: Communicating with Families**

Elements: Information about the instructional program • Information about individual students • Engagement of families in the instructional program

<b>LEVEL OF PERFORMANCE</b>			
<b>ELEMENT</b>	<b>MINIMALLY EFFECTIVE</b>	<b>EFFECTIVE</b>	<b>HIGHLY EFFECTIVE</b>
Information About the Instructional Program	Teacher participates in the school's activities for parent communication but offers little additional information.	Teacher provides frequent information to parents, as appropriate, about the instructional program.	Teacher provides frequent information to parents, as appropriate, about the instructional program. Students participate in preparing materials for their families.
Information About Individual Students	Teacher adheres to the school's required procedures for communicating to parents. Responses to parent concerns are minimal.	Teacher communicates with parents about students' progress on a regular basis and is available as needed to respond to parent concerns.	Teacher provides information to parents frequently on both positive and negative aspects of student progress. Response to parent concerns is handled with great sensitivity.
Engagement of Families in the Instructional Program	Teacher makes modest and inconsistently successful attempts to engage families in the instructional program.	Teacher's efforts to engage families in the instructional program are frequent and successful.	Teacher's efforts to engage families in the instructional program are frequent and successful. Students contribute ideas for projects that will be enhanced by family participation.

**DOMAIN IV: PROFESSIONAL RESPONSIBILITIES**  
**Component 4d: Contributing to the School District**

Elements: Relationships with colleagues • Service to the school • Participation in school and district projects

<b>LEVEL OF PERFORMANCE</b>			
<b>ELEMENT</b>	<b>MINIMALLY EFFECTIVE</b>	<b>EFFECTIVE</b>	<b>HIGHLY EFFECTIVE</b>
Relationships with Colleagues	Teacher maintains cordial relationships with colleagues to fulfill the duties that the school or district requires.	Support and cooperation characterize relationships with colleagues.	Support and cooperation characterize relationships with colleagues. Teacher takes initiative in assuming leadership among the faculty.
Service to the School	Teacher participates in school events when specifically asked.	Teacher volunteers to participate in school events, making a substantial contribution.	Teacher volunteers to participate in school events, making a substantial contribution, and assumes a leadership role in at least some aspect of school life.
Participation in School & 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.

Adapted from "Enhancing Professional Practice," *Framework for Teaching*, C. Danielson, 1996.



**DOMAIN IV: PROFESSIONAL RESPONSIBILITIES**  
**Component 4e: Growing and Developing Professionally**

Elements: Enhancement of content knowledge and pedagogical skill • Service to the profession

<b>LEVEL OF PERFORMANCE</b>			
<b>ELEMENT</b>	<b>MINIMALLY EFFECTIVE</b>	<b>EFFECTIVE</b>	<b>HIGHLY EFFECTIVE</b>
Enhancement of Content Knowledge & Pedagogical Skill	Teacher participates in professional activities to a limited extent when they are convenient.	Teacher seeks out opportunities for professional development to enhance content knowledge and pedagogical skill.	Teachers seek out opportunities for professional development and makes a systematic attempt to conduct action research in his/her classroom.
Service to the Profession	Teacher finds limited ways to contribute to the profession	Teacher participates actively in assisting other educators.	Teacher initiates important activities to contribute to the profession, such as mentoring new teachers, writing articles for publication, and making presentations.

**DOMAIN IV: PROFESSIONAL RESPONSIBILITIES**  
**Component 4f: Showing Professionalism**

Elements: Service to Students • Advocacy • Decision making

<b>LEVEL OF PERFORMANCE</b>			
<b>ELEMENT</b>	<b>MINIMALLY EFFECTIVE</b>	<b>EFFECTIVE</b>	<b>HIGHLY EFFECTIVE</b>
Service to Students	Teacher's attempts to serve students are inconsistent.	Teacher is moderately active in serving students.	Teacher is highly proactive in serving students, seeking out resources when necessary.
Advocacy	Teacher does not knowingly contribute to some students being ill served by the school.	Teacher works within the context of a particular team or department to ensure that all students receive a fair opportunity to succeed.	Teacher makes a particular effort to challenge negative attitudes and helps ensure that all students, particularly those traditionally undeserved, are honored in the school.
Decision Making	Teacher's decisions are based on limited though genuinely professional considerations.	Teacher maintains an open mind and participates in team or departmental decision making.	Teacher takes a leadership role in team or departmental decision making and helps ensure that such decisions are based on the highest professional standards.

Adapted from "Enhancing Professional Practice," Framework for Teaching, C. Danielson, 1996.



## Components of Professional Practice

<p><b>Domain 1: Planning and Preparation</b></p> <p><b>Component 1a: Demonstrating Knowledge of Content and Pedagogy</b>          Knowledge of content          Knowledge of prerequisite relationships          Knowledge of content-related pedagogy</p> <p><b>Component 1b: Demonstrating Knowledge of Students</b>          Knowledge of characteristics of age group          Knowledge of students' varied approaches to learning          Knowledge of students' skills and knowledge          Knowledge of students' interests and cultural heritage</p> <p><b>Component 1c: Selecting Instructional Goals</b>          Value          Clarity          Suitability for diverse students          Balance</p> <p><b>Component 1d: Demonstrating Knowledge of Resources</b>          Resources for teaching          Resources for students</p> <p><b>Component 1e: Designing Coherent Instructional Learning Activities</b>          Learning activities          Instructional materials and resources          Instructional groups          Lesson and unit structure</p> <p><b>Component 1f: Assessing Student Learning</b>          Congruence with instructional goals          Criteria and standards          Use for planning</p>	<p><b>Domain 2: The Classroom Environment</b></p> <p><b>Component 2a: Creating an Environment of Respect and Rapport</b>          Teacher interaction with students          Student interaction</p> <p><b>Component 2b: Establishing a Culture for Learning</b>          Importance of the content          Student pride in work          Expectations for learning and achievement</p> <p><b>Component 2c: Managing Classroom Procedures</b>          Management of instructional groups          Management of transitions          Management of materials and supplies          Performance of noninstructional duties          Supervision of volunteers and paraprofessionals</p> <p><b>Component 2d: Managing Student Behavior</b>          Expectations          Monitoring of student behavior          Response to student misbehavior</p> <p><b>Component 2e: Organizing Physical Space</b>          Safety and arrangement of furniture          Accessibility to learning and use of physical resources</p>
<p><b>Domain 3: Instruction</b></p> <p><b>Component 3a: Communicating Clearly and Accurately</b>          Directions and procedures          Oral and written language</p> <p><b>Component 3b: Using Questioning and Discussion Techniques</b>          Quality of questions          Discussion techniques          Student participation</p> <p><b>Component 3c: Engaging Students in Learning</b>          Representation of content          Grouping of students          Instructional materials and resources          Structure and pacing</p> <p><b>Component 3d: Providing Feedback to Students</b>          Quality: accurate, substantive, constructive, and specific          Timeliness.</p> <p><b>Component 3e: Demonstrating Flexibility and Responsiveness</b>          Lesson adjustment          Response to students          Persistence</p>	<p><b>Domain 4: Professional Responsibilities</b></p> <p><b>Component 4a: Reflecting on Teaching</b>          Accuracy          Use in future teaching</p> <p><b>Component 4b: Maintaining Accurate Records</b>          Student completion of assignments          Student progress in learning          Noninstructional records</p> <p><b>Component 4c: Communicating with Families</b>          Information about the instructional program          Information about individual students          Engagement of families in the instructional program</p> <p><b>Component 4d: Contributing to the School and District</b>          Relationships with colleagues          Service to the school          Participation in school and district projects</p> <p><b>Component 4e: Growing and Developing Professionally</b>          Enhancement of content knowledge and pedagogical skill          Service to the profession</p> <p><b>Component 4f: Showing Professionalism</b>          Service to students          Advocacy          Decision making</p>

\*Enhancing Professional Practice\*, Framework for Teaching, C. Danielson, 1996.



## **APPENDIX F**

### **Mentor Teachers**

In accordance with section 1526 of the Michigan School code, a mentor teacher program shall be implemented. First consideration for mentor teacher responsibility shall be given to a tenured teacher who is a member of the bargaining unit. Participation as a mentor shall be voluntary, and the appointment will be approved by the building principal on an annual basis. If no mentor teacher is appointed from within the bargaining unit, the principal may appoint a mentor in accordance with provisions of the school code.

A probationary teacher shall be assigned a mentor for the first three years of classroom teaching, although a probationary teacher may be assigned a mentor beyond the requirements of the law. It shall be the duty of the mentor teacher to assist and counsel the probationary teacher in acclimating to the teaching profession and to the school system. The mentor teacher shall not be required to participate in the evaluation process for the probationary teacher. A tenured teacher on a Plan of Assistance or Individualized Development Plan may be assigned a mentor teacher.

To the extent possible, the mentor teacher shall teach in the same building and grade level and/or discipline as the probationary teacher. Reasonable release time shall be made available so the mentor and probationary teacher may work together. The release time may be used for observation, consultation, conference attendance, or team teaching.

Probationary teachers shall be provided a minimum of (15) days of professional development induction during their first three (3) years of classroom teaching. The mentor teacher shall participate in a workshop approved by the administration for training as a mentor.

**APPENDIX G**

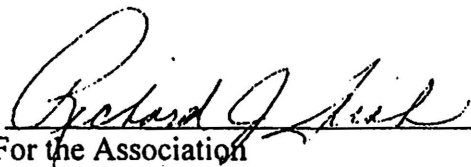
**SPECIAL EDUCATION REFERENCES  
Documented on Following Pages**

**LETTER OF UNDERSTANDING  
SPECIAL EDUCATION CASELOADS**

The attached IDEA caseloads will be adhered to when assigning students to special education teachers. Deviations from such must be agreed to by the special education teacher and filed with appropriate authorities.

  
\_\_\_\_\_  
For the School Board

3/2/04  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
For the Association

3-2-04  
\_\_\_\_\_  
Date

**Special Education Class Size Maximums** The Employer agrees to abide by the class sizes, case loads, and other conditions governing the administration of special education programs and services set forth in Part 3 of the Special Education Code (R340.1733-1758) during the life of this Agreement, even if one or more of these rules are rescinded or waived. This includes but is not limited to the following:

Classroom Classification	Spec. Ed. Rule #	Maximum Number of Students per Class	Max. Case Load	Max. Age Span
Severe Cognitive Impairment	R. 340.1738	<ul style="list-style-type: none"> <li>• 12 w/ 1 teacher and 2 aides</li> <li>• 15 w/ 1 teacher and 3 aides</li> <li>• At least 1 teach. and 1 aide</li> </ul>		6 years
Moderate Cognitive Impairment	R. 340.1739	<ul style="list-style-type: none"> <li>• 15 w/ 1 teacher and 1 aide</li> <li>• 30 w/ 1 lead teacher and 3 aides, w/ no more than 10 students per aide</li> </ul>		See (5)
Mild Cognitive Impairment	R. 340.1740	<ul style="list-style-type: none"> <li>• Elementary: 12 or more in room at 1 time w/ 1 teacher and 1 aide</li> <li>• Secondary: 15</li> </ul>	15 15	See (5)
Emotional Impair.	R. 340.1741	<ul style="list-style-type: none"> <li>• 10 in classroom at 1 time</li> </ul>	15	See (5)
Hearing Impaired	R. 340.1742	<ul style="list-style-type: none"> <li>• 7</li> </ul>		See (5)
Vision Impaired	R. 340.1743	<ul style="list-style-type: none"> <li>• Equivalent of 8 FTEs (1)</li> </ul>	10	See (5)
POHI	R. 340.1744	<ul style="list-style-type: none"> <li>• 10 in classroom at 1 time</li> </ul>	15	See (5)
Speech and Language Impaired	R. 340.1745	<ul style="list-style-type: none"> <li>• Made by teacher in cooperation w/ administration (2)</li> </ul>	60(3)	See (5)
Early Childhood Special Education	R. 340.1754	<ul style="list-style-type: none"> <li>• 12 w/ 1 teacher and 1 aide</li> </ul>	24	See (5)
Learning Disabled	R. 340.1747	<ul style="list-style-type: none"> <li>• 10 in classroom at 1 time</li> </ul>	15	See (5)
Autistic Impaired	R. 340.1758	<ul style="list-style-type: none"> <li>• 3-5 w/ 1 teacher and 1 aide</li> <li>• w/ more than 1 class, average of 5 students to 1 teacher and 1 aide</li> </ul>		See (5)
Severely Multiply Impaired	R. 340.1748	<ul style="list-style-type: none"> <li>• 9 w/ 1 teacher and 2 aides</li> </ul>		6 years
Teacher Consultant	R. 340.1749		25	See (5)
Elementary Resource Room	R.340.1749a	<ul style="list-style-type: none"> <li>• 10 at any 1 time (4)</li> </ul>	18	See (5)
Secondary Resource Room	R.340.1749b	<ul style="list-style-type: none"> <li>• 10 at any 1 time</li> </ul>	20	See (5)
Departmentalized Secondary	R.340.1749c	<ul style="list-style-type: none"> <li>• Average of 10 students per class period per day</li> </ul>		See (5)
Severely Language Impaired	R. 340.1756	<ul style="list-style-type: none"> <li>• 10 in classroom at any 1 time</li> </ul>	15	See (5)

- (1) Class size shall be determined by the severity and multiplicity of the impairments.
- (2) Based on severity and multiplicity of handicaps and extent of services defined in collective IEPs
- (3) Including students being evaluated.
- (4) Responsible for evaluation of not more than two students at one time.
- (5) If in an elementary building w/ non-disabled students, shall not exceed 6 year age span.  
If in a secondary building w/ non-disabled students, shall not exceed the age span of non-disabled students in the building (for students under 16 years old).  
If in a separate facility, shall not exceed 4 year age span at elementary or secondary levels.

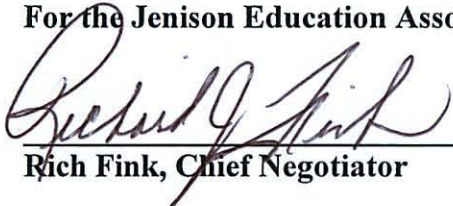
**APPENDIX H**

**PERTINENT POLICIES AND LETTERS OF UNDERSTANDING  
Documented on Following Pages**

**Letter of Understanding  
Insurance Benefit Cost Increases for 2012-13**

If MESSA insurance program increases exceed 13.3% for 2012-13, the parties agree to meet to review MESSA products or riders that will allow for shared cost savings.

**For the Jenison Education Association:**

  
\_\_\_\_\_  
Rich Fink, Chief Negotiator

  
\_\_\_\_\_  
Date

**For the Board of Education:**

  
\_\_\_\_\_  
Dana VandenBos, Director of Personnel/Curriculum

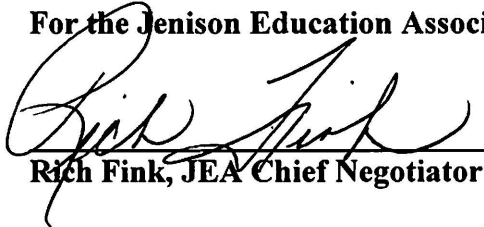
  
\_\_\_\_\_  
Date

**LETTER OF AGREEMENT  
Re-Employment of Retired Bargaining Unit Staff**

In the event Jenison Public Schools re-hires retired bargaining unit staff, the following provisions will be in effect:

1. Contracts for employees will be issued on an annual basis with the understanding the re-hired retiree does not have rights to continued employment.
2. The re-hired retiree will be afforded sick leave and personal business leave in accordance with the Master Agreement with the Jenison Education Association.
3. The re-hired employee will be placed on the salary schedule at the highest step of his/her last year of employment with the district or the ORS cap on allowable annual salary.
4. The re-hired retiree will not be placed in a position that could be available to a current employee/bargaining unit member. No positions held by non-retired bargaining unit members will be reduced to accommodate the rehiring of a retiree.
5. The rehired retiree will be a member of the bargaining unit. All protections of the Master Agreement will be provided with the exception of Article 21.

For the Jenison Education Association:

  
Rich Fink, JEA Chief Negotiator

8/24/2011  
Date

For the Board of Education:

  
Dana VandenBos, Director of Personnel/Curriculum

8/24/11  
Date