

PLAINWELL
COMMUNITY SCHOOLS

AND

PLAINWELL
EDUCATION ASSOCIATION

COLLECTIVE BARGAINING AGREEMENT

JULY 1, 2009 TO JUNE 30, 2011

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ARTICLE 1

PURPOSE AND RECOGNITION

- 1.1 Purpose. The general purpose of this Agreement is to promote orderly and peaceful relations between the Board and the professional employees for the mutual benefit of the public, the Board, the Association, and the employees.
- 1.2 Recognition. The Board recognizes the Association as the sole and exclusive collective bargaining representative for all K-12 employees.
- 1.3 Definitions.
 - 1.31 Association means the Plainwell Education Association.
 - 1.32 Day shall mean all days except Saturday, Sunday, school holidays and scheduled employee vacations, unless the context clearly otherwise requires.
 - 1.33 Emergency as used herein means a sudden or unforeseen occurrence or condition that calls for immediate action.
 - 1.34 Part-Time Employee means an employee regularly employed under contract for less than a full work week or full work day, or for less than a full school year. The fringe and leave benefits of a part-time employee shall be proportionately reduced.
 - 1.35 Party means the Board or the Association.
 - 1.36 Employee shall mean all full-time and regularly scheduled part-time school psychologists, social workers, speech pathologists, occupational therapist(s) and certified persons employed by the Board for K-12 for the regular school term except:
 - A. Temporary employees and employees' aides.
 - B. Supervisory and administrative personnel, including but not limited to, the Superintendent, Assistant Superintendent, Business Manager, Principals and Assistant Principals, Guidance Counselor Director, Athletic Director, Community Education personnel, and all other certified employees who devote more than fifty (50%) percent of their time to administrative assignments.
 - 1.37 Temporary Employee means a person who is certified and qualified to serve as a replacement for a regularly employed employee on either a day-to-day basis and/or for one (1) semester or less during a school year.
- 1.4 General Interpretation.
 - 1.41 Captions. Captions are included only for convenience of reference and shall not modify in any way the provisions herein.

- 1.42 Interpretation. The Board has the final responsibility for the direction and control of all aspects of the affairs of the School District and this Agreement shall be so applied and interpreted. Whenever possible each provision shall be interpreted in such manner as to be effective and valid under applicable state or federal law, but if any provision shall be prohibited by or be deemed invalid, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement.
- 1.43 Policies. Nothing in this agreement shall limit the right of the Board to adopt policies, initiate programs and enter into agreements with employees or others that are not contrary to the terms of this Agreement. The Board shall consult the Association prior to the adoption of any policy made pursuant to this agreement and shall furnish the Association a copy of any such policy thereafter adopted by it, including any amendments thereto.
- 1.44 Schedule Modification. The Board may alter the work schedule to the extent the Board determines necessary to comply with applicable local, state or federal laws or regulations; the availability of utilities; or for other circumstances beyond the control of the Board after consultation with the Association.
- 1.45 Subordination. Any individual contract or letter of agreement between the Board and an employee for the performance of duties that are subject to the terms of this Agreement shall be subject and subordinate to the provisions hereof.
- 1.46 Non Discrimination. The Employer agrees that it will in no way discriminate against or between any employee covered by this Agreement because of their race, creed, religion, color, national origin or ancestry, age, sex, sexual orientation, marital status, physical characteristics or handicap, or place of residence.

ARTICLE 2

ASSOCIATION RIGHTS

2.1 Association Rights. The Association shall have, in addition to other rights expressly set forth herein or provided by statute, the following rights:

- 2.11 The use of the school buildings at reasonable hours for meetings, provided that no such use shall interfere with the primary educational use of the facilities.
- 2.12 The use of employee mail boxes, e-mail and a designated bulletin board in each building for the purpose of giving notice of meetings, elections, the results of elections and related matters.
- 2.13 The use of school equipment, including computers, duplicating equipment, and multimedia equipment, provided that it shall pay the reasonable costs of all materials and supplies used and for damage to any equipment, and provided further that such use shall not interfere with its primary educational use.
- 2.14 Information concerning the financial resources, budgetary requirements and such information as may be necessary for collective bargaining with respect to wages, hours and other terms and conditions of employment.
- 2.15 The Board shall furnish the Association with the name of each new employee employed for the contract year. The information shall be furnished on or before the fifteenth (15) school day following the date of employment.
- 2.16 The Association shall be granted, upon request, up to six (6) Association leave days for the purpose of permitting designated bargaining unit members to participate in Association Activities. The request shall be signed by the Association President and shall be submitted to the Superintendent at least five (5) days prior to the requested leave date. The Association agrees to reimburse the Board for the cost of any necessary substitute employees employed as a direct result of this provision, such cost to be based on the current non-permanent substitute employee rate and the retirement contribution for the employee's association day.

2.2 Association Responsibilities. The Association, having been recognized as the exclusive bargaining agent for the employees, agrees that:

- 2.21 It will give reasonable notice of all meetings, the right of free expression and the right to a secret ballot.
- 2.22 It will make every reasonable effort not to permit or allow the employees or any state or national association to cause any slowdown, deviation from the teaching schedule, or other device, of any nature whatsoever, designed to be used as a means of coercing the Board to accept any demands or adjust any grievances relating to wages, hours or any other terms and conditions of employment.
- 2.23 It will use its best efforts to correct breaches of professional performance or conduct, including but not limited to failure to maintain satisfactory teaching standards, willful insubordination, abuse of leave privileges and chronic tardiness or absenteeism.

2.24 It will promptly notify the Board in writing of the names of those persons who have been authorized to act on its behalf and the authority of each such person, which notice shall remain in effect until superseded by a new written notice.

2.3 Agency Shop.

2.31 Association Membership. Membership in the Association is not compulsory. Employees have the right to join or not join, maintain or drop their membership in the Association, as they see fit. Neither party shall exert any pressure on nor discriminate against any employee by reason of his/her joining or refusing to join the Association.

2.32 Financial Responsibility. Membership in the Association is separate and distinct from the assumption by an employee of his/her equal obligation to compensate the Association for the benefits he/she receives from representation. The Association is required under this Agreement to represent all of the employees in the bargaining unit fairly and equally without regard as to whether or not any employee is a member of the Association. The terms of this Agreement have been equally made for all of the employees in the bargaining unit and not solely for the benefit of the members of the Association. Accordingly, it is agreed that it is fair that each employee in the bargaining unit pay equally for benefits received and that each assume his/her fair share of the cost of representation.

2.33 Agency Service Fee. Each employee who is not a member of the Association shall pay to the Association an agency service fee. The fee shall be determined by the Association and shall be equivalent to each member's proportionate share of the cost of negotiating and administering the Collective Bargaining Agreement but in no event shall it be more than the dues paid by the Association member. If during the term of this Agreement, it should be determined by a court of competent jurisdiction that the foregoing amount is unlawful; the amount shall be modified to such amount as shall be lawful. This provision shall not apply to employees who were not members prior to June 30, 1970.

2.34 Deduction of Dues. An employee may pay membership dues, or the agency service fee, as the case may be, through payroll deduction or may terminate an authorization previously given by submitting a written authorization or termination request to the Board within forty-five (45) calendar days following the beginning of the school year or the date of employment, whichever is later. Employee's authorization for the deduction of Association dues, or for the payment of the agency service fee, shall identify the employee, the amount of each deduction, the period for which deductions are to be made, and be signed by such employee. The Board shall deduct the authorized amount due from each employee's pay and transmit the total deductions to the Treasurer of the Association each month together with a listing of each employee for whom deductions were made. The Board shall use its best efforts to make the aforesaid deductions in the manner set forth but assumes no responsibility for any errors in making such deductions other than to correct such errors. In the event of overpayment, the Association agrees to refund such monies within twenty (20) days.

2.35 After a service fee payer has utilized the Association's Administrative Procedures, pursuant to the Association's "Policy Regarding Objections to Political Ideological Expenditures", the procedure in all cases of non-payment of the appropriate service fee shall be as follows:

1. The Association shall notify the employee of non-compliance by certified mail, return receipt requested, explaining that he/she is delinquent in not tendering the service fee, specifying the current amount of the delinquency and warning him/her that unless the delinquent service fees are paid or a properly executed deduction form is tendered within fourteen (14) days of the Association's notification to the employee, he/she shall be reported to the Board, and a deduction of the service fee shall be made from his/her salary.
2. If the employee fails to comply, the Association shall give a copy of the letter sent to the delinquent employee and the following written notice to the Board at the end of the fourteen (14) day period.
The Association certifies that (name) has failed to tender the periodic service fee required as a condition of employment under this Agreement and demands that under the terms of this Agreement, the Board deduct the delinquent service fees from the employee's salary. The Association certifies that the amount of the service fee includes only those items authorized by law.
3. The Board, upon receipt of said notice and request for deduction, shall act pursuant to Section A above. In the event of compliance at any time prior to deduction, the request for deduction will be withdrawn. The Association, in enforcing this provision, agrees not to discriminate between employees.

2.36 The Association shall indemnify and hold harmless the school district and its employees and agents for any and all damages, costs or expenditures in applying dues deduction. The Association shall reimburse the District for the administrative costs of collecting political action contributions.

2.4 Non-Discrimination. The Association agrees that it will not discriminate against any employee in the bargaining unit by reason of sex, race, religion, marital status, age or national origin and that any employee who has paid an agency service fee shall be entitled to participate in all of the activities of the Association relating to the negotiation and administration of the Collective Bargaining Agreement.

ARTICLE 3

RIGHTS OF THE BOARD

The Board on its own behalf and on behalf of the public, hereby retains and reserves unto itself, without limitation, all powers, 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:

- A. To the executive management and administrative control of the school system and its properties and facilities;
- B. To hire all employees and subject to the provisions of the 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;
- C. To establish grades and courses of instruction, including special programs, and to provide athletic, recreational and social events for students, all as deemed necessary or advisable by the Board.
- D. 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. It is expressly understood that teachers, as professionals, have the latitude to create the lessons and activities to meet the objectives in the curriculum documents.
- E. To determine class schedules, the hours of instruction, and the duties, responsibilities, and assignments of teachers. 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 State of Michigan, and the Constitution and laws of the United States.

Except as expressly provided otherwise by the terms of this Agreement, the determination and administration of educational policy, the operation of the schools and the direction of the professional staff are vested exclusively in the Board or in the Superintendent when so delegated by the Board.

ARTICLE 4

PROFESSIONAL DUTIES

- 4.1 Contract Period. The contract period shall be as provided in the School Calendar for the contract year. The term of the School Calendar may be extended by the Board in order to comply with membership day standards established by State law or regulations.
- 4.2 Professional Services. Although the parties recognize that the commitment of an employee cannot be measured merely by time, the compensation set forth on Schedule "A" for regular professional duties is based on a normal work day consisting of 7 hours and 25 minutes of pupil contact time, employee preparation time, and 30-minute duty free lunch as scheduled by the employer. It is understood and agreed that the length of the building's normal instructional day as reported to the state shall not be extended during the term of this agreement. This does not prohibit running special classes before and after the normal school day nor prohibit assigning teachers to flexible schedules with different starting and ending times, providing such schedules are reasonable and equitable, i.e. an individual teacher's instructional time shall be of comparable duration to other teachers in that building. Before making an assignment to such a flexible schedule, the administration will first seek a qualified staff member who is in agreement with that schedule.

Employee's daily hours shall consist of pupil contact time and employee preparation time. Pupil contact time shall be defined as the time the employee shall be required to instruct and/or supervise students. Employee preparation time shall include time for lesson planning, curriculum study, curriculum council, a reasonable number of employee meetings, parent conferences, student conferences, and administrator conferences.

4.21 Elementary Classroom Employees.

- A. An employee regularly assigned as an elementary classroom employee (Grades K-5) shall be entitled to receive:
1. A lunch period of thirty (30) minutes, which period shall be duty free except as an employee may be required to supervise pupils as they pass to lunch and to be available to receive students upon the termination of the thirty (30) minute lunch period, and except as supervisory employees may be required on a rotational basis or in the case of reasonable unavailability of non-certified personnel, provided, however, that employees shall not be assigned to lunchroom supervision except in cases of emergency.
 2. A planning period when responsibility for a class has been assumed by another employee for special instruction such as physical education, music, art, or library, except as such other employee or a substitute employee may be reasonably unavailable. In addition, employees may elect in their discretion to provide one or more additional planning periods by means of rotating recess duty among themselves. This shall not exceed twenty (20) minutes per day.

3. Preparation time for all regular, specialists, special education employees in grades K-5 shall be two hundred seventy five minutes (275). The schedule shall include a minimum of forty five (45) minutes, five (5) days a week. All planning periods shall be scheduled during the student day.

B. The Board agrees to assign at least one (1) employee's aide to each elementary building, exclusive of employee's aides assigned to special program areas such as special education, for the purpose of providing assistance to employees in that building. Any such aide(s) shall be under the direction of the building principal.

4.22 Secondary Classroom Employees. An employee regularly assigned as a Secondary Classroom Employee (Grades 6-12) shall be entitled to receive:

A. A duty-free lunch period, except as supervisory employees may be required on a rotational basis or in the case as reasonable unavailability of non-certified personnel.

B. Secondary employees shall have one (1) planning period each day. The period shall be defined by the building schedule. All planning periods shall be scheduled during the student day.

4.23 General Duties. The professional duties of each employee shall include non-instructional duties including homeroom and club assignments, faculty, departmental and curriculum meetings and in-service training.

4.24 Class Loads. The parties recognize that the pupil-employee ratio is an important aspect of an effective educational program. Therefore, the Board agrees to:

A. Assure that class size is appropriate to the room assigned and the equipment and materials available; and

B. Continue to make every effort to balance class sizes in Grades 1 through 5.

4.3 Reporting of Employees. If school shall be closed because of adverse weather on isolated days, employees shall not be required to report; however, when school is closed for three (3) or more successive days, employees may be required to report at the discretion of the Superintendent beginning on the third day unless such days are required to be made up in which case employees shall not be required to report.

4.4 Professional Assignments. Both parties recognize the desirability of placing each employee, to the extent practicable, in a position that will most effectively use the employee's skills and experience while providing for the present and future staff needs of the District.

4.41 Assignment Requests.

Any employee requesting a change in assignment for the next school year shall do so in writing to the Superintendent prior to March 15 of the current school year.

4.42 Assignment Criteria. Assignments shall be made by the Board on the basis of all the following criteria, which are not in priority order:

- The contribution that the employee could make to students in the new position.
- The preference of the employee for the assignment.
- The avoidance of lay offs.
- The certification, applicable academic preparation (including majors and minors,) teaching experience and performance evaluation records of the employee compared to the certification, applicable academic preparation (including majors and minors), teaching experience and performance evaluation records of outside candidates, both the position to be vacated and the position to be filled.
- The opportunity for the professional growth of the employee.
- The length of service of the employee in the District and in that assignment.
- The No Child Left Behind/Highly Qualified Teacher Guidelines.

4.43 General Provisions.

- A. The tentative teaching assignment of an employee for the fall semester shall be made prior to the end of the spring semester if an employee has stated his/her intention in writing to return for the next school year prior to March 1. An employee who will be affected by a change in grade or subject shall be consulted as soon as possible and prior to sixty (60) days before the opening of the ensuing school year, if possible.
- B. A secondary classroom teacher will not be assigned to more than three (3) different course preparations for each trimester if the building has a five period day or four (4) different course preparations if the building has a six period day except in consultation between teacher and administration. For the purpose of this provision “course” shall mean subjects offered by the Board to students for credit with different titles and requiring daily preparations.
- C. A professional assignment shall ordinarily be within the scope of an employee's certificate or his/her major or minor field(s) of study.

4.5 Vacancies. A vacancy shall be defined as a position that will be filled occurring because of a newly created opening, a retirement or a resignation and after all employees, including those returning from leaves, have an assignment.

4.51 Notice of Vacancy.

- A. If a vacancy occurs in the bargaining unit during the regular work year, the Board may temporarily fill the position for the remainder of such year in order to minimize any disruption in the educational program provided, however, that if the Board determines that the position is to be filled on a permanent basis for the ensuing work year, it shall be posted in accordance with 3.51B.

- B. Any vacancy occurring shall be posted for 10 (ten) days, except vacancies occurring after August 1st, but prior to the beginning of school, shall be posted for five (5) days. All notices shall be posted in each building on the appropriate bulletin boards. All postings shall be e-mailed to all employees via their school e-mail account.
- C. Any properly certified employee responding to the notice of a vacancy, as described, shall be interviewed for the postings. The Employer shall consider these factors in filling the position:
- Certification.
 - Input from the interviewing team.
 - Other qualifications as established by the job description.
 - No Child Left Behind qualifications

No employees with less experience in the District or an applicant with no experience in the District shall be awarded the position unless his/her qualifications as outlined are determined by the District to be greater than the employee with more experience in the District.

4.6 Shared Position.

- A. Two (2) employees may agree to share one (1) full-time position with the approval of the Superintendent or his/her designee.
- B. Salary and fringe insurance shall be pro-rated to equal the percentage of the contract worked.
- C. Employees for shared positions must agree to accept full-time employment in the event the other employee in the shared time positions terminates employment. This provision may be waived in the event an acceptable alternative is available.
- D. The participating employees must agree to share the position for the entire school year.
- E. An unpaid leave of absence shall not be available by one employee without the consent of the partner assuming the full-time position.
- F. The position shall be reviewed by all parties in the Spring for the continuation for the following school year.
- G. If the partnership is dissolved by any party, both partners shall be given full-time positions in accordance with the seniority provision of the Master Agreement provided that it does not result in layoff of an on-staff teacher.
- H. The Employer shall have sole discretion not subject to grievance procedure, to accept or reject proposed shared time.

ARTICLE 5

CLASS SIZE

The parties agree in principle that the student/teacher ratio is a factor that can influence the education result. However, there also appears to be an implicit recognition that a variety of other elements are part of the students' education, including, but not limited to, the training and experience of the classroom teacher, the physical plant, the characteristics of the students, the curriculum and society forces.

Considering the above, the Board shall maintain class sizes at the following levels:

ELEMENTARY

Kindergarten, 1 st Grade	24 students per teacher
2 nd Grade, 3 rd Grade	25 students per teacher
4 th Grade, 5 th Grade	27 students per teacher
3 rd , 4 th , and 5 th Grade Multi-age classrooms	27 students per teacher

MIDDLE SCHOOL (6-8)

Middle School class limits (29) will apply to all classes, including Unified Arts except in the areas of band, vocal music, and physical education in the 2006-2007 school year. The administration will make efforts to adjust the 2005-2006 class schedule to achieve a maximum of 29 students in the Unified Arts classes with the exclusion of those listed above during the second semester. Payment for overages will begin with the 2006-2007 school year.

HIGH SCHOOL (9-12)

The Board shall maintain no more than 30 students per teacher per class period, except in the areas of band, vocal music, and physical education.

IMPLEMENTATION

These maximum class sizes may be exceeded with the following provision:

Starting with the 11th day of instruction, an elementary teacher with a class overage will be compensated at the rate of \$12 per day per student for each day enrollment is over the maximum. Starting with the 11th day of instruction, K-5 specials teacher with a class overage will be compensated at the rate of \$3 per period per student for each day the teacher has an enrollment over the maximum listed above. Starting with the 11th day of instruction of the school year, a teacher having a class size overage will be compensated at the rate of \$3.00 per period per middle school or high school student for each day enrollment is over the maximums listed above. Teachers shall submit in writing to the building principal the beginning and ending date of any class overage on a district provided form. Payment for a class overage shall be made at the end of the semester or trimester.

ARTICLE 6

STUDENT DISCIPLINE

- 6.1 A. All district building behavior management and procedures must incorporate the Plainwell Community Schools Student Code of Conduct. The Student Code of Conduct then becomes the guideline for each building to clearly define their own behavior policy in their respective building handbooks. The behavior policies and the effectiveness of their implementation will be reviewed annually by each building committee consisting of faculty and administration.
- B. An employee who is subjected to physical assault or severe verbal abuse by a student will be relieved of responsibility for that student until completion of a formal conference that may involve the student, the student's parent(s) or guardian(s), the employee and building administrator. If a student has been suspended for a violation of the Plainwell Community Schools Student Code of Conduct, that student's teacher(s) will be informed of the student's violation and the consequences before the student is returned to the classroom, provided such disclosure would not violate the student's legal rights to privacy.

ARTICLE 7

CONTRACT RESOLUTION

7.1 Objectives. It is the intention of the parties to provide a peaceful and orderly procedure to resolve any disagreement concerning the interpretation of this Agreement that has not been resolved through the use of normal administrative procedures. Any tenured employee who believes that he/she has been subject to an unjust disciplinary action based on or arising out of the application of this Agreement may file a claim in accordance with the procedure herein set forth except where the Tenure Act applies.

7.2 Review Levels.

7.21 Informal Level. Prior to filing a written claim, the claimant shall meet with the Supervisor against whom such claim is to be asserted for the purpose of attempting to adjust such alleged claim without further proceedings. The request for the meeting must be made within ten (10) days from the time of the event or the time the claimant reasonably should have known of the event.

7.22 Principal's Level. If the claim is not satisfactorily resolved at the informal conference, the claimant shall have ten (10) days within which to file a written claim with the Building Principal, which claim shall include:

- A. An identification of the claimant(s);
- B. The facts upon which the claim is based;
- C. The applicable portion(s) of the Agreement allegedly violated;
- D. The specific relief requested;
- E. The date of the claim; and
- F. The signature of the claimant.

The principal shall file a reply, which shall be filed within ten (10) days from the receipt of the written claim.

7.23 Superintendent Level. If the reply is not satisfactory and a request is made within ten (10) days from the receipt of the reply, a formal conference shall be held within ten (10) days from their receipt of such request with the Superintendent or his/her designee. The purpose of the formal conference shall be to seek a positive and constructive disposition of the claim and to avoid the necessity for further proceedings. Any mutual agreement as to the disposition of the claim shall be in writing. If the parties are unable to reach agreement, the party against whom the claim is filed shall reply within twenty (20) days after the completion of the formal conference unless both parties shall request that the conference be adjourned and reconvened with a state mediator.

7.24 Arbitration. If the claim is not satisfactorily resolved at the formal conference or before a state mediator, the claim may be submitted to arbitration by the Association in accordance with the following provisions:

- A. The request for arbitration shall be made within thirty (30) days from the receipt of the formal conference reply or from the termination of the mediation conference, whichever shall first occur.
- B. The arbitrator shall be selected and the hearing conducted in accordance with the rules and regulations of the American Arbitration Association provided, however, that:
 - 1. The arbitrator shall not have the authority to vary the terms of the Agreement or to determine that any provision is unconstitutional or contrary to any federal or state law, it being expressly agreed that any such determination shall be made by a court of law.
 - 2. The arbitrator shall render his/her written decision within thirty (30) days from the conclusion of the hearing.
 - 3. The arbitrator's decision shall be binding upon the parties.

7.3 General Provisions.

7.31 Definitions. As used in this Article the word:

- A. "Claimant" means the Association or employee filing the claim. If a claimant is an employee, the employee shall have the right to personally attend each conference or hearing and/or have an authorized representative present.
- B. "Event" means the act or omission that the claimant alleges violates one or more provisions of this Agreement.
- C. "Day" means a scheduled work day during the regular school year. During the summer recess, however, day means a calendar day exclusive of Saturdays, Sundays or holidays.

7.32 Form of Action. All claims, replies and requests shall be in writing and shall be filed with each party.

7.33 Exclusions. The claim procedure shall not apply to:

- A. The failure to re-employ a probationary employee on the expiration of the employee's individual contract of employment.
- B. The content of performance evaluation of the employee.
- C. Any claim in which proceedings are pending before any state or federal administrative tribunal, agency or court, it being the intention of the parties that a claimant shall have one (1) remedy only.
- D. Any provision of this Agreement that contains an express exclusion from this procedure.

- 7.34 Withdrawals and Denials. Any claim or request for advancement to the next claim level that is not made within the time prescribed, shall be deemed to have been withdrawn and shall automatically terminate any further proceedings. Any claim that is not answered within the time specified shall be deemed to have been denied and the claim shall automatically advance to the next claim level unless withdrawn.
- 7.35 Place of Proceedings. All proceedings shall be held in the School District unless the parties agree otherwise.
- 7.36 Costs. Any fee paid for the services of an arbitrator shall be shared equally by the parties, except as the arbitrator for cause shall otherwise decide. Each party shall be responsible for its own costs, including the cost of witnesses.
- 7.37 Contract Expiration. The provisions of this Article shall be automatically extended beyond the contract expiration date to the extent required to complete the processing of a claim filed prior to such expiration date.

ARTICLE 8

EVALUATION

The Board has delegated to the administrative staff the responsibility for evaluating the performance of employees on a continuing basis. The primary purpose of performance evaluation is to identify specific ways a professional employee may increase effectiveness in the classroom and as a member of the school community. The goal of performance evaluation is to strengthen and promote the effectiveness of the total educational program of the District. To achieve the purposes and attain the goals of performance evaluation, particularly with respect to classroom teaching, it is agreed that the evaluation of employees in the discharge of their professional assignments in the classroom shall conform to the following guidelines, namely:

8.1 General Procedure.

- 8.11 All monitoring or observation of the classroom performance of the employee shall be conducted openly and on an ongoing basis.
- 8.12 A. In order for each employee to understand the basis on which his/her professional performance will be evaluated, a copy of the evaluation form to be used shall be furnished to the employee before the observation (see Appendix 1-A). The employee may, at his or her discretion, complete an optional self-evaluation using the same form (see Appendix 1-A) for the evaluator. The first observation shall be preceded by a pre-observation conference.
- B. In completing the Teacher Evaluation every component shall be marked.
- 8.13 Upon completion of the written evaluation, the evaluator and the employee shall confer for the purpose of reviewing the results of the written evaluation and, if applicable, an Individual Development Plan (IDP) (see Appendix 1-B). The conference shall be held within ten (10) work days of the last observation on which the evaluation is based. If the conference is not held within such a time period, the evaluator shall attach a written statement to the evaluation stating the reasons why the conference was not held, a copy of which shall be given to the employee. In any event, the conference shall be rescheduled at the mutual convenience of the evaluator and the employee but not later than twenty (20) work days from the date of the last observation. Upon completion of the conference, the employee shall sign the completed evaluation form. Upon receipt of the evaluation, the Administrator and employees shall confer to develop an Individual Development Plan as defined by the Tenure Act for all probationary employees and for all tenure employees whose performance is rated "Unsatisfactory" in any component.
- 8.14 Following the post-evaluation conference, an employee may file a written statement concerning the evaluation and/or the conference. If an employee does not agree with the evaluation and so indicated by checking the "disagree" box on the evaluation form, a written statement setting forth the grounds for such disagreement shall be filed.

Such statements shall be filed within ten (10) working days following the post-evaluation conference. A copy of the evaluation and, if applicable, the IDP and any written statement by the teacher pertaining to the evaluation or the conference, or both, shall be filed in the employee's personnel file.

8.2 Probationary Employees.

8.21 A. Probationary teachers shall be evaluated twice each year. The first evaluation shall occur no later than 90 calendar days after the start of the school year. The second evaluation shall occur no later than 60 calendar days before the end of the school year.

B. The first evaluation shall be based on at least one (1) classroom observation that is at least 30 minutes long and scheduled at a time mutually agreed to by the teacher and the evaluator. The second evaluation shall be based on at least four (4) other observations. One of those four observations shall be a classroom observation lasting at least 30 minutes. The two required 30 minute observations must occur at least 60 calendar days apart.

8.22 Any formal classroom evaluation of a probationary employee shall conform to the guidelines set forth in Sections 7.11 – 7.14 above.

8.3 Tenure Employees.

8.31 The teaching effectiveness of each tenure employee shall be evaluated by direct observation in the school environment on an on-going basis. The teacher shall be evaluated at least once during each three-year period beginning with the school year after the year in which an employee is placed on continuing contract. The evaluation procedure shall be completed no later than May 1, except in the case of emergency. If at any time during these observations there is an area of concern, the administrator will inform the teacher of this concern within three working days. The teacher will be given an opportunity to address these concerns prior to the final evaluation.

8.32 The performance evaluation shall be based on at least five (5) observations, two of which must be classroom observations that are at least thirty (30) minutes in duration. The first 30 minute observation will be scheduled during a mutually agreed upon time.

8.33 Any classroom evaluation of a tenure employee shall conform to the guidelines set forth in 7.11 – 7.14 above.

8.34 If, after completing at least two observations, a tenure employee's performance is rated in any component as "Unsatisfactory", then at the post-evaluation conference, the school district shall provide the employee with an Individualized Development Plan (IDP) developed by appropriate administrative personnel in consultation with the individual employee. The employee may request a mutually agreed upon Master Teacher to assist in the development and implementation of the plan.

8.4 Mentors.

8.41 A Mentor shall be defined as a Master Teacher as identified in Section 1526 of the School Code and shall perform the duties of a Master Teacher as specified in the Code.

8.42 Each employee in his/her first three (3) years in the classroom shall be assigned a Mentor by the Administration with the recommendation of the Association. The Mentor shall be available to provide professional support, instruction and guidance. The purpose of the mentor assignment is to provide a peer who offers assistance, resources and information in a non-threatening collegial fashion.

8.43 A Mentor shall be assigned in accordance with the following:

- A. Participation of bargaining unit members as a Mentor shall be voluntary.
 - B. Every effort will be made to match the employee with the Mentor who works in the same building/department.
 - C. Probationary teachers may be assigned one (1) or more Mentor Teachers. Where possible, at least one (1) shall be a member of the bargaining unit.
 - D. The Mentor selected from the staff shall be compensated at the rate of pay identified in Schedule B, per probationary teachers with no Mentor being assigned more than two (2) probationary teachers. Any Mentor sharing the responsibility of a probationary teacher may request time during the probationary teacher's planning time. This release time, if granted, shall be limited to no more than three (3) times per quarter.
 - E. Each Mentor shall receive a job description and training, which will be developed jointly by the Board and the Association.
- 8.44 The purpose of the Mentor/employee match is to acclimate the employee and to provide necessary assistance toward the end of quality instruction. Mentors shall not be required to provide evaluative information to an administrator regarding a probationary teacher.
- 8.45 Except as provided in 7.42, a teacher who is reassigned to another building level or discipline may be assigned a mentor for one semester, extendable to one year, if mutually agreed to by the reassigned teacher and administration.

ARTICLE 9

COMPENSATION

- 9.1 Professional Experience. The Board shall place new professional employees on such step as the Board shall determine as professionally indicated by reason of education, experience (including military service and vocational experience), and past professional performance.
- 9.2 Basic Compensation. The basic salary shall be as set forth on Schedule "A". An employee shall advance to the next step upon the completion of a satisfactory school year, except herein otherwise provided. Recognition on the salary schedule for academic or certification advancement shall be made at the beginning of the first semester following such advancement, subject to the following guidelines:
- 9.21 The employee shall, not later than sixty (60) calendar days after the beginning of the semester, submit proof of such advancement unless extenuating circumstances effectively prevent an employee from filing such proof within the specified time period.
- 9.22 If proof of advancement is not provided pursuant to 8.21, recognition on the salary schedule shall in any event take effect at the beginning of the semester following submission of such proof.
- 9.3 Compensation Adjustment.
- 9.31 Column Advancement Requirements:
- A. Credits used to qualify an employee for level "B" must be earned after completion of the BA or BS and the issuance of the provisional teaching certificate. These credits must be in a graduate program or be in fields related to the employee's assigned work.
 - B. To qualify for level "C" (MA Degree), an employee must submit a request with an official university transcript showing that the Masters Degree has been earned, or submit a request with an official transcript showing the credits completed and a letter from a university official on university letterhead stating that all requirements for a Masters Degree have been met, and by what date they were met.
 - C. Graduate credits taken to qualify for levels "D", "E", and "F" must be earned after earning the MA degree and be in fields related to the employee's major or minor. Prior approval must be secured from the Board of Education for courses that are not in the employee's field of concentration.
 - D. An employee who, on or before September 1, 1981, earned sufficient hours to advance to Column "B" pursuant to the requirements set forth in the 1980 - 1981 Salary Schedule (BA + 15) shall be compensated in accordance with revised Column "B" (BA + 18).

9.32 Longevity Adjustments. Subject to the following guidelines, an employee shall not advance to the next step on the salary schedule or be granted an increase in basic compensation pursuant to this Agreement if, prior to providing professional services for which the increased compensation is due, the Board shall determine that the professional services of an employee are unsatisfactory.

The Superintendent shall give a written Notice of Unsatisfactory Service to an employee not less than sixty (60) days prior to the end of the school year, except for events that may have occurred subsequently, together with a definite written statement setting forth the reasons for such action, copies of which shall be furnished to the Board.

The employee shall be given an opportunity to:

- A. File a written reply to the written statement of unsatisfactory service with the Superintendent, a copy of which shall also be furnished to the Board;
- B. Request that a copy of the statement and the reply be filed with the Association; and
- C. Request an open or closed hearing before the Board, provided that such request is made in writing within ten (10) days following the receipt of the written notice.

Advancement to the next salary step or increase in basic compensation shall not be withheld except by prior Board action.

For purposes of this provision, the professional services of an employee shall be deemed to be unsatisfactory if the employee received two (2) consecutive unsatisfactory formal classroom evaluations, provided that the employee has been:

- A. Advised of corrective actions to be taken;
- B. Given a reasonable time period within which to take corrective action(s); and
- C. Involved in a systematic review of such corrective action(s).

9.4 Additional Compensation. An employee shall be entitled to receive additional compensation as follows:

9.41 Student Activities. Student activities described on Schedule "B" shall be compensated as therein provided. The Board may add or delete activities during the contract period. An activity not included on Schedule "B" shall receive such compensation as may be agreed upon by the Board and the Association.

9.42 Extended Contract Period. Except for the reasons set forth in Section 3.1, an employee required to work in excess of the contract period herein set forth shall be entitled to a proportionate increase in compensation.

9.43 Professional Assignments. The Board may provide additional compensation of professional assignments requiring additional professional responsibility, effort or skill. The amount of such compensation shall be determined by the Board and the additional compensation shall terminate upon the completion of the assignment.

- 9.44 Administrative Assignment. The Board may contract for the professional services of an employee for the performance of non-classroom professional assignments on such terms as the Board and employee may mutually agree. The additional compensation shall terminate upon the completion of the assignment. The employee shall not have tenure rights as to such assignment.
- 9.45 Certification by the National Board for Professional Teaching Standards. Tenured teachers who have achieved certification by the National Board for Professional Teaching Standards shall be paid \$1,000 per year in addition to their regular compensation for each year that they retain certification.
- 9.5 Fringe Benefits. The Board shall provide fringe benefits as set forth in Schedule "A-1".
- 9.6 Pay Periods. The basic compensation of an employee shall normally be paid in twenty-six (26) or twenty-seven (27) substantially equal installments, plus additional compensation, if any, provided, however, that an employee on or before August 1 may elect in writing to receive his/her basic compensation for the ensuing school year in twenty-one (21) substantially equal installments. No change in pay periods shall be permitted after the above date.
- 9.7 Reimbursed Expenses.
- 9.71 An employee required to use his/her motor vehicle in the discharge of his/her duties shall be reimbursed in accordance with policies adopted by the Board.
- 9.72 To encourage and support teachers in pursuing advanced degrees, the Board shall set aside \$20,000 annually to reimburse employees for the tuition costs of college courses that meet the following criteria:
- A. Eligible courses must be graduate level courses in a degreed program from an accredited institution.
 - B. Eligible courses must be related to the employee's teaching assignment or be in the area of curriculum, counseling, technology, or educational leadership.
 - C. Eligible courses must be beyond the 18 credit hours required to obtain a Professional Teaching Certificate and above the 6 credit hours required every 5 years to maintain a Professional Teaching Certificate. The minimum credits required by law to gain and maintain certification are not eligible for reimbursement.

Employees shall submit documentation of credits earned, costs, and eligibility as set out by the business office for each school fiscal year of July 1 to June 30. All reimbursements will be paid after June 30. Employees shall be reimbursed up to 100% of eligible tuition costs unless the total amount of all reimbursement requests exceeds \$20,000. In that case, employees shall be reimbursed at a prorated amount equal to the ratio of the total eligible amount submitted for reimbursement and the amount allocated.

9.8 General Provisions For Schedule B.

9.81 All positions listed in Schedule "B" may not necessarily be filled.

9.82 Schedule B positions will be filled as follows:

- A. All positions listed in Schedule "B" except coaching shall first be offered to qualified members of the teaching faculty if they are to be filled. If no members of the teaching faculty wish to fill (or qualify for) any open additional duty assignment, the Board may offer such assignment to a non-bargaining unit member at a rate on the individual's qualification and experience, which rate shall be applied to Column A of Schedule "A".
- B. The district recognizes that it is highly desirable to have a teacher-coach on staff. Such individuals are accessible during the day to student-athletes and are very well aware of the athletic and academic demands that student-athletes face. Because of this, when a coaching position opens, all qualified and interested PEA members who apply must be given an interview. Qualified members shall be defined as those who meet a previously published job description. The description shall be included on the job posting. As it is the athletic department's goal to ensure solid athletic programs for Plainwell Community Schools, the athletic department will hire whomever they determine to be the best qualified applicant.

9.83 Schedule "B" assignments that are open shall be posted in all buildings for a period of one (1) week (5 days).

9.84 Athletic Schedule B Pay

The coaching salaries will be based on the B.A. column of the salary starting with Step 1 with increases at Step 4, Step 8, and Step 12. These steps correspond with the coach's years of coaching experience.

Extra Curricular Schedule B Pay

The extra curricular salaries will be based on the B.A. column of the salary schedule starting with Step 1 with increases at Step 2, Step 3, and Step 4. These steps correspond with the years of experience in a particular position/activity.

Additional provisions as stated in Schedule B.

9.85 An employee shall not have tenure in any additional duty assignment, and assignments may be made or terminated for reasons satisfactory to the Board.

ARTICLE 10

LEAVES OF ABSENCE

Unnecessary tardiness or absence decreases teaching effectiveness, lowers the quality of the educational program and increases scheduling difficulties and costs. Unexcused absence or tardiness shall constitute grounds for discipline, or, if repeated, discharge.

10.1 Sick Leave. Each employee shall be credited at the beginning of the school year with ten (10) days sick leave with pay. Sick leave shall be administered in accordance with the following guidelines, namely:

A. Sick leave may be used for:

1. Any physical or mental condition that disables an employee from rendering professional services, excluding any condition compensable by Worker's Compensation or resulting from other employment.
2. Any communicable disease that would be hazardous to the health of students or other employees.
3. Serious illness in the employee's immediate family. This leave shall not normally exceed five (5) days per illness except that the Superintendent, or his/her designee, in his/her discretion and for good cause shown, may grant the use of additional days for such purpose.
4. In the case of death of a member of the employee's immediate family, the use of such leave shall normally not exceed ten (10) days per occurrence.

The term "immediate family" shall mean the employee's spouse; the grandparents, parents, siblings and children of the employee and the employee's spouse; and any other person who is a regular member of the employee's household.

5. Physical examinations or required medical treatment, exclusive of non-emergency surgery, which cannot reasonably be scheduled outside of the regular work day.
 6. Non-emergency surgery, including the resultant disability period, which cannot reasonably be scheduled outside of the regular work day or while school is not in session.
- B. Sick leave may accumulate without limits. It shall not be paid in addition to Worker's Compensation benefits. The amount of unused leave shall be certified at least each twelve (12) months.
- C. Verification by competent medical authority may be required.

- D. Upon an employee's retirement, unused sick days shall be purchased at the rate of \$50.00 for all days up to a maximum of 200 days provided that the teacher has at least 50 sick days accumulated at the time of retirement. To be eligible for this payment, an employee must have at least 10 years of service to the Plainwell Community Schools and must satisfy the requirements to obtain benefits under the provisions of the Michigan Public School Employee Retirement System (MPSERS). To be eligible, the employee must submit retirement by March 1 each year. The employer shall not publicly announce the retirement of said employee until March 1st.
- E. If an employee shall not complete the contract period, the Board shall be reimbursed for any days, or fractions of days, used in excess of the proportionate leave days earned as of the termination date. It is understood and agreed that sick days are earned at the rate of one (1) day per month beginning with the first day of September and thereafter on the first day of each month of the school year.
- F. Leave shall be allocated in one-half (1/2) day increments unless the Board shall otherwise agree, shall be charged against duty days and shall cease to accumulate and shall not be used by an employee during such periods as the employee is on a leave of absence, laid off, or otherwise not regularly providing services to the District.
- G. In the event an employee suffers a prolonged illness or disability, which is supported by a statement of need from the attending physician, the Superintendent or designee will invite the donation of up to one sick day per school year per employee to be available to the employee who has exhausted all sick leave days. In no year shall the total number of donated days exceed one day per employee covered by this Agreement, however, additional days may be invited by the Superintendent or designee if the illness or disability meets the conditions of this paragraph. Unused donated days shall not accumulate. Any days not used shall be returned to the employees contributing such days in a random fashion determined by the District, which determination may not be grieved. No employee receiving compensation by any other means (i.e., Workers Compensation, LTD) shall be eligible. This illness or disability must be of an emergency nature and the leave must be taken as an uninterrupted block of time for each such illness or disability. Absences due to illness or disability will be designated as FMLA leave where permitted by law.

10.2 Personal Leave. An employee shall be allowed two (2) days with pay for personal leave days in accordance with the following guidelines, namely:

- A. A request for personal leave shall be made at the earliest practicable time but in no event on less than twenty-four (24) hours prior written notice except in the case of an emergency. Employees shall be notified of either approval or denial as soon as practicable but in no event later than 12:00 o'clock noon on the day preceding the requested leave period, provided, however, that if no notification is given to the employee, leave shall automatically be granted.
- B. No specific description of the intended use of the leave shall be required on the request form except for a leave requested for an emergency. Personal leave days may accumulate to a maximum of five (5); however, any personal leave day(s) beyond the five (5) not used by an employee during a given contract year shall be added to such employee's accumulated sick leave.

C. The Board shall not be required to grant leave on any one day to more than a maximum of ten percent (10%) of a building staff on any given day. If leaves are to be denied because more than 10% of the building staff requested leave on the same day, these denials shall be in inverse order of receipt.

D. A request for leave may be denied if:

1. The employee has failed to make adequate provision for the discharge of his/her professional responsibilities during his/her absence.
2. The Board is reasonably unable to obtain an adequate substitute for the employee.
3. The number of employees applying is in excess of the number provided.

If a leave is denied, the reasons for the denial shall be given to the employee in writing with copies thereof to be sent to the Superintendent and to the President of the Association.

10.3 Court Leave. An employee shall be entitled to leave for jury service and for court appearances when subpoenaed as a witness in connection with the employee's employment. The employee shall be entitled to receive regular compensation, without deduction of leave days, less any fees paid. The employee shall return to his/her duties whenever his/her attendance in court is not actually required.

10.4 Disability Leaves. An employee who is or will be physically or mentally disabled for more than ten (10) days shall be granted a leave of absence in accordance with the following guidelines:

10.41 Foreseeable Disability. If the employee knows, or reasonably should know, that he/she has a physical or mental condition, which will result in disability the employee shall:

- A. Notify the Board as to the nature and extent of the expected disability in accordance with Section 9.71.
- B. Furnish the Board a statement from the attending physical specifying in the physician's opinion:
 1. Any limitations on the performance of duties;
 2. The probable date when the employee will be significantly impaired in the performance of his/her duties; and
 3. The probable length of time, if any, during which the employee will be disabled from performing his/her work assignments.
- C. Furnish the Board such other information as the Board shall determine, including the attending physician's release, to assure the safety and welfare of the employee, students and other employees.

10.42 Unforeseeable Disability. If an employee is disabled by unforeseen circumstances, and the employee desires to be granted a disability leave, the employee shall, as soon as practicable, furnish the Board the information, to the extent applicable, required for a foreseeable disability.

10.43 Duration of Leave. An employee shall be granted a leave of absence for the period of disability except that the Board shall not be required to grant a leave for more than one (1) year. It is understood and agreed that an employee shall normally return to work upon the termination of his/her disability unless other leave provisions in Section 8.5 of this Article are approved.

10.44 Compensation Benefits. An employee who has been granted a disability leave shall have the right to use accumulated sick leave in accordance with the provisions set forth in Section 9.1 above, provided, however, that if the employee is eligible to receive disability insurance benefits pursuant to an employer-paid insurance plan, then fractional sick leave days may be deducted to the extent necessary to equal the employee's daily rate of compensation.

10.5 Other Leaves. The Board may grant a leave of absence without pay upon the request of an employee. This discretionary leave shall be granted for no less than one (1) semester and no longer than the school year.

The length of the leave shall include any period of a paid leave that occurs prior to the unpaid leave, *i.e.* A six (6) week sick leave in addition to a twelve (12) week unpaid leave to equal one (1) semester.

The employee shall notify the Board by November 1 for leave ending the first semester and April 1 for semester leaves at the end of the school year, if the employee intends to return from such leave. If the Board does not receive notice of the employee's intent to return within dates set forth in the previous sentence, the employee shall be terminated.

10.6 Family Leave. The provisions of this Article 8 are understood to be subject to the terms of the Family Medical Leave Act of 1993 in accordance with the procedures adopted by the Board consistent with the Act.

10.7 Leave Administration.

10.71 Notice. An employee shall give the Board notice of his/her desire to be granted a leave as soon as the employee is aware of his/her need to be granted a leave so that the Board will have the maximum time to provide for the employee's absence. The minimum notice time in any event for personal leave, court leave, a foreseeable disability leave, or other leaves shall be at least seven (7) work days prior to the requested leave date unless the request required Board action in which case the request shall be made at least seven (7) calendar days prior to the meeting at which the Board is to consider the request, except that a shorter notice may be permitted in an emergency. The Board representative shall notify the employee of his/her determination within three (3) work days following receipt of the leave request unless the request requires Board action.

10.72 Verification. The employee shall have the responsibility of verifying his/her eligibility for leave and any benefits due. If the Board determines that an employee knowingly withheld or misrepresented material information concerning the purpose or the employee's eligibility for leave or for any benefits, the employee may be disciplined, in addition to any other discipline, by the loss of all or any portion of the employee's leave benefits due or to be due under this Agreement.

10.73 Reinstatement Rights. On the termination of a leave, the employee shall be placed in the position that he/she held prior to such leave or in a similar position in accordance with the provisions of Section 3.4, subject to the rights of other employees pursuant to Article 9 of this Agreement.

10.74 For the exclusive purpose of layoff/recall and assignment, seniority will be prorated for all unpaid leave of absences, except those that occur during an employee's Family Medical Leave Act.

**ARTICLE 11
LAYOFF AND RECALL**

11.1 Determination. If the Board determines that it is necessary to decrease the number of employees or otherwise reduce the number of employees in a given subject area, field or program, or eliminate or consolidate positions, the Board shall notify the Association in writing of its intention to do so and the reasons therefore.

11.2 Layoff Procedure. Layoffs shall conform to the following guidelines:

- A. Employees shall be laid off in the order of seniority starting with the least senior employee, provided that:
 - 1. The remaining employees are eligible employees as defined hereafter.
 - 2. The Board may offer an employee part-time employment in lieu of layoff, provided that if such offer of employment is refused, the employee shall retain his/her position on the recall list subject to the rights of other employees pursuant to this Article.
- B. The Board shall give not less than twenty (20) calendar days notice of layoff if such layoff is scheduled to take effect during a school year or not later than July 1 if such layoff is to take effect at the opening of a new school year, except in the case of unforeseen circumstances.
- C. Any layoff shall suspend, for the duration of the layoff, the Board's obligation to pay salary or fringe benefits under any individual contract of employment or under this Agreement; however, an employee shall be eligible to receive any benefits that were earned but not yet paid prior to the layoff.

11.3 Recall Procedure. Recalls shall be subject to the following conditions:

- A. Employees shall be recalled in the order of seniority starting with the most senior eligible employee on layoff.
- B. If no recall date is set forth in the notice of layoff, the Board shall give written notice of recall from layoff by sending a certified letter to the employee at the employee's last known address as it appears on Board records, which address shall be conclusive for purposes of this Article. It shall be the responsibility of each employee to notify the Board of any change in address.
- C. Except as hereinafter provided, an employee who fails to report to work at the specified time, which time shall not be less than ten (10) calendar days from the date of the mailing of the recall notice if no time was specified in the notice of layoff, unless an extension is granted in writing by the Board, shall be considered a voluntary quit and shall thereby terminate his/her individual employment contract and any other employment relationship with the Board. An extension shall be granted provided that:
 - 1. Prior to the issuance of a recall notice, the employee has executed a written contract of employment for a teaching position in another school district; and
 - 2. The employee has, within the ten (10) day reporting period, requesting in writing an extension and also indicated his/her intention to accept the position to which recalled upon the termination of the contract in the other school district.
- D. The obligation of the Board to rehire a tenured employee shall terminate thirty-six (36) months

following the effective date of layoff.

11.4 Seniority. The Board shall maintain an up-to-date seniority list, a copy of which shall be furnished to the Association at least once each contract year on or before December 1. The seniority list shall be conclusively deemed to be correct unless the Association notifies the Board of any error within thirty (30) days after notification. Except as hereinafter provided in 10.5D, the names of all employees in the bargaining unit at the time of the preparation of the seniority list shall be listed in order of their service dates, starting with the employee with the greatest amount of seniority at the top of the list. If two (2) or more employees have the same service date, their social security numbers shall be used in determining their respective positions on the seniority list, with the employee having the lowest number being assigned first to the seniority list.

11.5 Interpretation. For the purpose of this Article:

A. An "eligible employee" means an employee who the Board determines is certified and complies with the recommendations of North Central Accreditation for teacher qualifications where applicable, to perform the duties of the position to be filled.

B. "Service Date" means the date when the employee first provided professional services for the Board since any break in service. Termination of service as an employee shall constitute a break in service, except that an employee employed by the Board in a non-bargaining unit position shall neither accrue nor lose seniority during the period of such employment.

If a long term substitute (i.e. at least 60 consecutive days in the same position) is permanently hired into the position which he/she held as a long term substitute in the subsequent school year, the teacher's seniority date shall begin from the first day of work as a long term substitute.

C. An employee on layoff or on a leave of absence shall neither accrue nor lose seniority.

D. Part-time employees under contract shall accrue seniority as follows:

1. Less than one-half ($\frac{1}{2}$) time: one-half ($\frac{1}{2}$) for each one (1) year of such employment.
2. One-half ($\frac{1}{2}$) time or more: one (1) year for each of such employment.

E. The procedures set forth in this Article shall not apply to any reduction in the teaching staff by virtue of the failure to re-employ a probationary employee at the end of his/her individual contract of employment, the involuntary termination of the employee for unsatisfactory service or breach of contract, or the voluntary termination of an employee.

F. Employees on layoff will be given priority. Consideration for any long term substitute positions for which they are highly qualified.

ARTICLE 12

NEGOTIATIONS

12.1 Rules.

Negotiations shall be conducted in accordance with such rules and procedures as the parties may from time to time agree upon, except that all proceedings shall be closed to the public.

12.2 Negotiators. Neither party shall have any control over the selection of the negotiating representatives of the other party and each party may select its representatives from within or outside the School District; however, the parties mutually agree that their representatives will be clothed with all necessary power and authority to make and consider proposals. No agreement between the negotiators shall be effective until the same shall be approved by the parties.

12.3 Renegotiation. The parties agree to commence the negotiation of a new agreement upon written request made not more than ninety (90) calendar days prior to the expiration of this Agreement, except by mutual agreement of the parties.

ARTICLE 13

MISCELLANEOUS PROVISIONS

13.1 Curriculum Council.

13.11 Purpose and Objectives. It is the objective of the parties to achieve a quality educational program and the parties recognize the need:

- A. To establish a representative K-12 coordinating group of employees and administrators.
- B. To determine curriculum study needs.
- C. To evaluate current curriculum practices.
- D. To set priorities for study.
- E. To appoint study committees.
- F. To provide the Board of Education recommendations for curriculum change.

13.12 Council Composition. There is hereby established an advisory committee to be known as the "Curriculum Council." Membership on the Council shall be as set forth from time to time in a policy adopted by the Board of Education provided that such membership shall provide for overlapping terms and shall include representatives from the elementary, middle and high school facilities. Participation on the Council shall be voluntary.

13.13 Rules and Procedures. The Council shall establish its own rules and procedures.

13.2 Complaints and Employee Discipline.

13.21 Complaints. Any complaint made against an employee by a parent, student or other person that will be used in any evaluation, disciplinary action or added to the employee's personnel file, shall be promptly called to the attention of the employee provided, however, that the employee shall be given notice in writing of any disciplinary item(s) placed in the employee's file and an opportunity to file a response thereto within ten (10) school days of receipt of the written notice, which response shall be attached to the original material.

13.22 Disciplinary Action. Any disciplinary action against an employee shall be taken in accordance with the following guidelines, namely:

- A. The employee shall be advised as to the specific violation for which disciplinary action is to be taken.
- B. The Board shall affirmatively advise an employee that the employee has the right to have a representative of the Association present at a formal conference at which the employee is to be disciplined, provided that the conference need not be delayed for an unreasonable time until such representative can be present. In no event shall the Board be restricted from taking such protective action as the Board may determine necessary to protect the rights of students and others pending the holding of the formal conference.

- C. If the violation concerns the professional services of the employee, the employee shall be advised as to the corrective action to be taken and be given a reasonable time within which to take such corrective action, unless the nature of the misconduct would materially prejudice the rights of students or create an unreasonable safety hazard.
- D. Discipline shall include, but not be confined to, an oral or written reprimand, the forfeiture of compensation or benefits, suspension, demotion or discharge. Except as the seriousness of an offense shall otherwise require, discipline shall be progressively applied beginning with an oral reprimand.
- E. No disciplinary action shall be taken against an employee except for reasonable and just cause.

13.23 Employee's Files

Any disciplinary items that have been placed in an employee's files (any file kept by Plainwell Community Schools that is subject to Freedom of Information Act) may be removed after a period of five years unless other items of the same kind have been added to the files. The employee must make a written request to the Superintendent for removal of the items. The Superintendent has ten (10) working days to grant the request or give reasons for refusal in writing.

13.3 Scope.

This Agreement shall constitute the full and complete agreement between the parties and may not be modified without the mutual consent of the parties in a written agreement.

13.4 Distribution.

The Board shall pay for the cost of furnishing a copy of this Agreement to each employee who is employed in the bargaining unit during the term of this Agreement.

13.5 Term.

This Agreement shall commence as of July 1, 2009, and shall continue in full force and effect until June 30, 2011.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of March 1, 2010.

PLAINWELL EDUCATION ASSOCIATION
ALLEGAN, BARRY AND KALAMAZOO
COUNTIES, MICHIGAN

PLAINWELL COMMUNITY SCHOOLS
BOARD OF EDUCATION

By: Todd Miller
Its: President PEA

By: G. H. Robinson
Its: President

PLAINWELL COMMUNITY SCHOOLS
SCHEDULE "A"

2009-2010

Step	BA	BA + 18	MA	MA + 10	MA + 20	MA + 30
1	33844	35314	36787	37231	37670	38110
2	35535	37081	38627	39092	39559	40013
3	37227	38847	40464	40953	41436	41920
4	38918	40610	42306	42815	43317	43826
5	40610	42377	44144	44677	45201	45733
6	42302	44144	45985	46536	47085	47638
7	43994	45911	47821	48397	48970	49544
8	45687	47673	49663	50259	50854	51451
9	47378	49439	51501	52120	52736	53356
10	49070	51206	53341	53982	54622	55262
11	50763	52970	55180	55844	56504	57166
12	52456	54735	57020	57705	58384	59070
13	54257	56535	58827	59452	60186	61209
THE SCALE BELOW INCLUDES THE LONGEVITY CALCULATION:						
14-16	57980	60258	62550	63175	63909	64932
17-19	58657	60935	63227	63852	64586	65609
20-24	60011	62289	64581	65206	65940	66963
25+	61026	63304	65596	66221	66955	67979

Longevity Adjustment. Teachers who have reached Step 13 on the Basic Compensation Schedule and attained the applicable step level, as set forth hereafter shall receive, in addition to Step 13 compensation, an annual longevity adjustment in accordance with the following schedule.

<u>Step Level</u>	<u>Longevity Adjustment</u>
14-16 years	11% of the new base (\$3,723)
17-19 years	13% of the new base (\$4,400)
20-24 years	17% of the new base (\$5,754)
25+ years	20% of the new base (\$6,769)

Example: A teacher with 10 years of experience in another district is hired by Plainwell Community Schools and is given credit for 5 of the 10 years. The teacher is placed on Step 5 of the Basic Compensation Schedule. In 8 years, the teacher will have reached Step 13. In the 9th year of employment, the teacher shall receive Step 13 and the longevity adjustment for 14 years. The following year the teacher will receive Step 13 and the longevity adjustment for 15 years. This will continue until reaching the top of the longevity adjustments.

PLAINWELL COMMUNITY SCHOOLS
SCHEDULE "A"

2010-2011

**Freeze Steps no one moves
vertically**

Step	BA	BA + 18	MA	MA + 10	MA + 20	MA + 30
1	34644	36114	37587	38031	38470	38910
2	36335	37881	39427	39892	40359	40813
3	38027	39647	41264	41753	42236	42720
4	39718	41410	43106	43615	44117	44626
5	41410	43177	44944	45477	46001	46533
6	43102	44944	46785	47336	47885	48438
7	44794	46711	48621	49197	49770	50344
8	46487	48473	50463	51059	51654	52251
9	48178	50239	52301	52920	53536	54156
10	49870	52006	54141	54782	55422	56062
11	51563	53770	55980	56644	57304	57966
12	53256	55535	57820	58505	59184	59870
13	55057	57335	59627	60252	60986	62009
THE SCALE BELOW INCLUDES THE LONGEVITY CALCULATION:						
14-16	58980	61258	63550	64175	64909	65932
17-19	59657	61935	64227	64852	65586	66609
20-24	61011	63289	65581	66206	66940	67963
25+	62026	64304	66596	67221	67955	68979

Longevity Adjustment. Teachers who have reached Step 13 on the Basic Compensation Schedule and attained the applicable step level, as set forth hereafter shall receive, in addition to Step 13 compensation, an annual longevity adjustment in accordance with the following schedule.

<u>Step Level</u>	<u>Longevity Adjustment</u>
14-16 years	11% of the 2009-2010 base (\$3,723) + \$200 = \$3,923
17-19 years	13% of the 2009-2010 base (\$4,400) + \$200 = \$4,600
20-24 years	17% of the 2009-2010 base (\$5,754) + \$200 = \$5,954
25+ years	20% of the 2009-2010 base (\$6,769) + \$200 = \$6,969

Example: A teacher with 10 years of experience in another district is hired by Plainwell Community Schools and is given credit for 5 of the 10 years. The teacher is placed on Step 5 of the Basic Compensation Schedule. In 8 years, the teacher will have reached Step 13. In the 9th year of employment, the teacher shall receive Step 13 and the longevity adjustment for 14 years. The following year the teacher will receive Step 13 and the longevity adjustment for 15 years. This will continue until reaching the top of the longevity adjustments.

SCHEDULE "A-1"

FRINGE BENEFITS

Section 1. Hospital and Medical Insurance. 2009-2011

Subject to the conditions set forth in this Schedule, each employee shall have the right to select either MESSA PAK "A" or "B".

The Board agrees to contribute the insurance premiums for both MESSA PAK's with coverage as specified below. Effective April 1, 2010, employees choosing PAK A shall pay 4% of the medical premium. Effective October 1, 2010, employees choosing PAK A shall pay 6% of the medical premium. Employee's contributions may be made through payroll deductions under a § 125 plan.

Deductible: Effective April 1, 2010, employees choosing PAK A shall pay a \$200/\$400 deductible, reimbursable by the District through December 31, 2010.

MESSA PAK A

Medical: CHOICES II XVA2 \$10/\$20 Rx Co-Pay \$10 Office Co-Pay	Life: \$5,000 Life insurance	Vision: VSP-2 Silver	Dental: 100/70/70:\$1,000 (Class I,II,III + maximum)

MESSA PAK B

Medical: None	Life: Same as PAK A	Vision: Same as PAK A	Dental: Same as PAK A

The Board will contribute to each employee not electing PAK "A"* \$400 per month.

*If an employee and said employee's spouse are both members of the bargaining unit, one may elect PAK A or the other PAK B, but both may not elect PAK A.

1. Dental Insurance. The Board agrees to pay the full cost of the DELTA dental insurance program administered by MESSA, including:

Class I Benefits: 100% of preventive, diagnostic (except x-rays), emergency palliative; all other
Class I Benefits at 70%

Class II Benefits: 70%

2. Vision Insurance. The Board agrees to pay the full cost of the VSP 2-Silver vision insurance program administered by MESSA.

Section 2. Basic Flex.

The Board shall establish an IRS Section 125 Plan (Basic Flex) for all employees eligible under the law.

Core Chairs – K-12 will all be paid 3%

- At the High School and Middle School this includes ELA, Math, Science, Social Studies, Foreign Language, Special Education (1 HS, 1 MS, 1 Elementary)
- At the elementary this includes all grade levels
- Staff may request to be the chair; administration will select the chairs.
- Chairs will be given a job description.
- Chairs will be evaluated annually.
- Chairs will all start at Step 1.

Non-Core Chairs – K-12 continue to be paid 1.5%

- To qualify as a Chair, you must have at least one other teacher in your department.
- Chairs will be given a job description.
- Chairs will be evaluated annually.
- Elementary Specials – one chair for the nine teachers
- MS Unified Arts – one chair

**SCHEDULE B – 2009-2011
ADDITIONAL DUTIES**

PLAINWELL COMMUNITY SCHOOLS
SCHEDULE B
2009-2011

Schedule B pay and steps are frozen for 2010-2011. The pay and steps for both 2009-2010 and 2010-2011 are to be the same.

NUMBER	INDEX	STEP 1	STEP 4	STEP 8	STEP 12
		33,844	38,918	45,687	52,456

LEVEL A

HEAD COACHES

FOOTBALL	1	13.0%	4,400	5,059	5,939	6,819
BOYS BASKETBALL	1	13.0%	4,400	5,059	5,939	6,819
GIRLS BASKETBALL	1	13.0%	4,400	5,059	5,939	6,819
VOLLEYBALL	1	13.0%	4,400	5,059	5,939	6,819
WRESTLING	1	13.0%	4,400	5,059	5,939	6,819
GIRLS TRACK	1	13.0%	4,400	5,059	5,939	6,819
BOYS TRACK	1	13.0%	4,400	5,059	5,939	6,819
BOYS SWIMMING	1	13.0%	4,400	5,059	5,939	6,819
GIRLS SWIMMING	1	13.0%	4,400	5,059	5,939	6,819

ASSISTANT COACHES

FOOTBALL	6	9.0%	3,046	3,503	4,112	4,721
BOYS BASKETBALL	2	9.0%	3,046	3,503	4,112	4,721
GIRLS BASKETBALL	2	9.0%	3,046	3,503	4,112	4,721
VOLLEYBALL	2	9.0%	3,046	3,503	4,112	4,721
WRESTLING	2	9.0%	3,046	3,503	4,112	4,721
GIRLS TRACK	1	9.0%	3,046	3,503	4,112	4,721
BOYS TRACK	1	9.0%	3,046	3,503	4,112	4,721
BOYS SWIMMING	1	9.0%	3,046	3,503	4,112	4,721

GIRLS SWIMMING	1	9.0%	3,046	3,503	4,112	4,721
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LEVEL B

HEAD COACHES

BASEBALL	1	11.0%	3,723	4,281	5,026	5,770
SOFTBALL	1	11.0%	3,723	4,281	5,026	5,770
GIRLS TENNIS	1	11.0%	3,723	4,281	5,026	5,770
BOYS TENNIS	1	11.0%	3,723	4,281	5,026	5,770
GIRLS CROSS COUNTRY	1	11.0%	3,723	4,281	5,026	5,770
BOYS CROSS COUNTRY	1	11.0%	3,723	4,281	5,026	5,770
BOYS GOLF	1	11.0%	3,723	4,281	5,026	5,770
GIRLS GOLF	1	11.0%	3,723	4,281	5,026	5,770
CHEERLEADING - FALL	1	7.0%	2,369	2,724	3,198	3,672
CHEERLEADING - WINTER/SIDELINE	1	11.0%	3,723	4,281	5,026	5,770
BOYS SOCCER	1	11.0%	3,723	4,281	5,026	5,770
GIRLS SOCCER	1	11.0%	3,723	4,281	5,026	5,770

ASSISTANT COACHES

BASEBALL	1	7.0%	2,369	2,724	3,198	3,672
SOFTBALL		7.0%	2,369	2,724	3,198	3,672

GIRLS TENNIS	1	7.0%	2,369	2,724	3,198	3,672
BOYS TENNIS	1	7.0%	2,369	2,724	3,198	3,672
GIRLS CROSS COUNTRY	0	7.0%	2,369	2,724	3,198	3,672
BOYS CROSS COUNTRY	0	7.0%	2,369	2,724	3,198	3,672
BOYS GOLF	0	7.0%	2,369	2,724	3,198	3,672
GIRLS GOLF	0	7.0%	2,369	2,724	3,198	3,672
CHEERLEADING - FALL	2	6.0%	2,031	2,335	2,741	3,147
CHEERLEADING - WINTER/SIDELINE	2	7.0%	2,369	2,724	3,198	3,672
BOYS SOCCER	1	7.0%	2,369	2,724	3,198	3,672
GIRLS SOCCER	1	7.0%	2,369	2,724	3,198	3,672

ACTIVITY		INDEX	STEP 1	STEP 2	STEP 3	STEP 4
			33,844	35,535	37,227	38,918
SCHOOL PAPER	1	4.0%	1,354	1,421	1,489	1,557
SCHOOL ANNUAL	1	5.0%	1,692	1,777	1,861	1,946
ALL-SCHOOL PLAY	1	5.0%	1,692	1,777	1,861	1,946
MUSICAL-DIRECTOR/ALL-SCHOOL MUSICAL PLAY	1	5.0%	1,692	1,777	1,861	1,946
BAND - HIGH SCHOOL	1	10.0%	3,384	3,554	3,723	3,892
BAND - MIDDLE SCHOOL	1	7.0%	2,369	2,487	2,606	2,724
DEBATE	1	3.0%	1,015	1,066	1,117	1,168
FORENSICS	1	3.0%	1,015	1,066	1,117	1,168

VOCAL MUSIC		1	5.0%	1,692	1,777	1,861	1,946
HEAD CLASS SPONSOR - GRADE 9		1	3.0%	1,015	1,066	1,117	1,168
HEAD CLASS SPONSOR - GRADE 10		1	3.0%	1,015	1,066	1,117	1,168
HEAD CLASS SPONSOR - GRADE 11		1	3.0%	1,015	1,066	1,117	1,168
HEAD CLASS SPONSOR - GRADE 12		1	3.0%	1,015	1,066	1,117	1,168
HIGH SCHOOL STUDENT COUNCIL		1	2.0%	677	711	745	778
HIGH SCHOOL DEPARTMENT CHAIRS**(CORE)	ALL		3.0%	1,015	1,066	1,117	1,168
HIGH SCHOOL DEPARTMENT CHAIRS**(NON-CORE)	ALL		1.5%	508	533	558	584
HIGH SCHOOL NATIONAL HONOR SOCIETY		1	2.0%	677	711	745	778
MIDDLE SCHOOL STUDENT COUNCIL		1	1.5%	508	533	558	584
MIDDLE SCHOOL DEPARTMENT CHAIRS(CORE)**	ALL		3.0%	1,015	1,066	1,117	1,168
MIDDLE SCHOOL DEPARTMENT CHAIRS**(NON-CORE)	ALL		1.5%	508	533	558	584
MENTOR			1.0%	338	355	372	389
CURRICULUM COUNCIL STUDY AREA CHAIR - YEAR OF REVIEW			2.0%	677	711	745	778

QUIZ BOWL		1.5%	508	533	558	584
ELEMENTARY CHAIRS** (CORE)	ALL	3.0%	1,015	1,066	1,117	1,168
ELEMENTARY CHAIRS** (NON CORE)	ALL	1.5%	508	533	558	584
SPECIAL EDUCATION CHAIRS**	ALL	3.0%	1,015	1,066	1,117	1,168

**Department Chair must have at least one other person in their department.

OTHER ADDED POSITIONS

ELEMENTARY STUDENT COUNCIL	3	1.0%	338	355	372	389
STUDENT TEACHER SUPERVISORS	EST 4	0.5%	169	178	186	195
MIDDLE SCHOOL VOCAL MUSIC	1	3.0%	1,015	1,066	1,117	1,168
ELEMENTARY MUSIC	3	1.5%	508	533	558	584
GILKEY ENVIRONMENTAL CLUB	1	1.0%	338	355	372	389

SCHEDULE "C"

PAYROLL DEDUCTIONS

Section 1. Schedule. The deduction shall be as follows:

EACH PAY PERIOD

Federal Withholding
State Withholding
Retirement
T.S.A.
Direct Deposit

LIMITED

MEA, PEA, NEA dues	Ten paychecks beginning second pay in October
United Way	10 checks - \$1.00 minimum per check
Insurance (Any MESSA options)	1 st and 2 nd check each month.

*If an employee shall be employed after the first deduction for dues, the dues for such employee shall be deducted in substantially equal installments over the balance of the deduction period.

Section 2. Deduction Changes. Deductions may be changed subject to the following limitations:

- A. Financial Institution Changes must be processed through the employee's financial institution as required and reported to the Business Office in writing by the 10th of the month for the first check in the next month. Forms provided by business office.
- B. T.S.A. Changes may be made only on the basis of an official form provided by the insurer and signed by the insurer's agent and the employee.
- C. Insurance After expiration of open enrollment period, changes shall be limited to changes for reasons permitted by the insurance carrier.

**PLAINWELL COMMUNITY SCHOOLS
TEACHER EVALUATION FORM**

Teacher: First Last

Position/Teaching Assignment: Assignment

School: Building

Date of Evaluation Meeting: 10/23/2007

(Turn Form Toolbar Lock "Off" to Type in This Box.)

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THE FOUR DOMAINS OF TEACHING RESPONSIBILITY	Unsatisfactory		Basic		Proficient		Distinguished		Not Applicable
DOMAIN 1: PLANNING AND PREPARATION									
Component 1a: Demonstrating Knowledge of Content & Pedagogy	<input type="checkbox"/>								
Component 1b: Demonstrating Knowledge of Students	<input type="checkbox"/>								
Component 1c: Selecting and Articulating Instructional Goals	<input type="checkbox"/>								
Component 1d: Designing Coherent Instruction	<input type="checkbox"/>								
Component 1e: Assessing Student Learning	<input type="checkbox"/>								
DOMAIN 1: PLANNING AND PREPARATION EVALUATOR COMMENTS/ TARGET GOALS									

	Unsatisfactory		Basic		Proficient		Distinguished		Not Applicable
DOMAIN 2: THE CLASSROOM ENVIRONMENT									
Component 2a: Creating an Environment of Respect and Rapport	<input type="checkbox"/>								
Component 2b: Establishing a Culture for Learning	<input type="checkbox"/>								
Component 2c: Managing Classroom Procedures									
• Instructional Groups	<input type="checkbox"/>								
• Time Management/Transitions	<input type="checkbox"/>								
• Noninstructional Duties	<input type="checkbox"/>								
Component 2d: Managing Student Behavior									
• Standards and Monitoring of Student Behavior	<input type="checkbox"/>								
• Responses to Student Behavior	<input type="checkbox"/>								
Component 2e: Organizing Physical Space	<input type="checkbox"/>								

DOMAIN 2: THE CLASSROOM ENVIRONMENT EVALUATOR COMMENTS/ TARGET GOALS

DOMAIN 3: INSTRUCTION									
Component 3a: Communicating Clearly and Accurately	<input type="checkbox"/>								
Component 3b: Using Questioning and Discussion Techniques									
• Discussion	<input type="checkbox"/>								
• Questions	<input type="checkbox"/>								
Component 3c: Engaging Students in Learning									
• Activities and Assignments	<input type="checkbox"/>								
• Content and Structure	<input type="checkbox"/>								
Component 3d: Providing Feedback to Students	<input type="checkbox"/>								
Component 3e: Demonstrating Flexibility and Responsiveness	<input type="checkbox"/>								
Component 3 f: Curriculum Continuity and Alignment	<input type="checkbox"/>								
Component 3 g: Technology Integration	<input type="checkbox"/>								

DOMAIN 3: INSTRUCTION EVALUATOR COMMENTS/ TARGET GOALS

	Exemplary		Basic		Proficient		Distanced		Not Applicable
DOMAIN 4: PROFESSIONAL RESPONSIBILITIES									
Component 4a: Reflecting on Teaching	<input type="checkbox"/>								
Component 4b: Maintaining Accurate Records	<input type="checkbox"/>								
Component 4c: Communicating with Families									
• Information About the Instructional Program	<input type="checkbox"/>								
• Information About Student Progress	<input type="checkbox"/>								
• Engagement of Families in Instructional Program	<input type="checkbox"/>								
Component 4d: Participating in a Professional Community									
• Relationship with Colleagues	<input type="checkbox"/>								
• Participation in School Events/District Projects	<input type="checkbox"/>								
Component 4e: Growing and Developing Professionally									
• Enhancement of Content Knowledge	<input type="checkbox"/>								
• Service to the Profession	<input type="checkbox"/>								
Component 4f. Showing Professionalism									
• Advocacy	<input type="checkbox"/>								
• Decision Making	<input type="checkbox"/>								
DOMAIN 4: PROFESSIONAL RESPONSIBILITIES EVALUATOR COMMENTS/ TARGET GOALS									

GENERAL COMMENTS:

I agree ____ disagree ____ with this evaluation.

Date:

Employee Signature

Evaluator Signature

PLAINWELL COMMUNITY SCHOOLS TEACHER EVALUATION FRAMEWORK

LEVELS OF PERFORMANCE

DISTINGUISHED: Teachers at this level are master teachers and make a contribution to the field, both inside and outside of their school. **Though the expectation is that no teacher will be distinguished in all areas, these teachers' classrooms** operate at a qualitatively different level, consisting of a community of learners, with students highly motivated and engaged and assuming considerable responsibility for their own learning.

PROFICIENT: The teacher clearly understands the concepts underlying the component and implements it effectively. Most experienced, capable teachers will regard themselves and be regarded by others as performing at this level.

BASIC: The teacher demonstrates an understanding of the concepts underlying the component but improvement is needed. Implementation of the elements of this component is sporadic, intermittent, or otherwise not entirely successful. Failure to improve from a rating of Basic over a period of three years will be considered unsatisfactory performance.

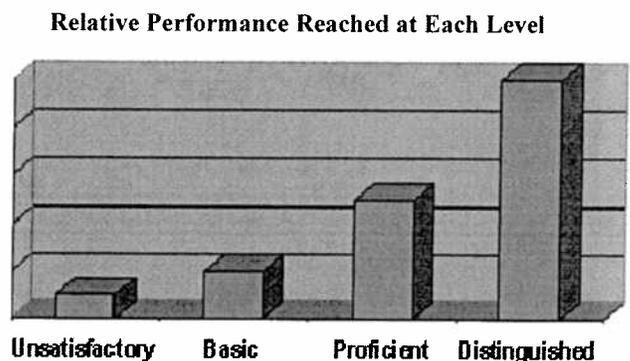
UNSATISFACTORY: The teacher does not demonstrate an understanding of the concepts underlying the component. Student learning is jeopardized in this environment. Improvement must occur through an Individual Development Plan.

UNDERSTANDING THE LEVELS OF PERFORMANCE

Each level of teaching performance listed above has a set definition. However, an explanation of the expectation and relationship of each level to another may be beneficial. First and foremost, the levels of performance should be looked at as falling into two general categories. Unsatisfactory and Basic performance should be considered in the category of unacceptable or emerging performance. A teacher who has received a rating at either of these levels needs improvement. It is expected that teachers will move beyond unsatisfactory or basic performance before tenure is granted.

Proficient and Distinguished performance should be considered within the spectrum of mastery performance and/or teaching. Teachers at the "proficient" level are certainly master teachers who can still enhance their abilities to a greater degree. Instructors at the "distinguished" level, **though this level will most likely only be obtained in a few areas**, are considered to be at the ultimate top of their abilities and performance. The "distinguished" level of performance descriptors are meant to serve as a map to perfection, rather than an expectation that all teachers will obtain perfection.

The chart provided shows the relationship of one level of performance to another. Please notice that a huge jump in performance exists between the "basic" level and the "proficient" level and also between "proficient" and "distinguished." The expectation is that teaching performance in the classroom will also exhibit this substantial difference when comparing these levels to one another.



THE FOUR DOMAINS OF TEACHING RESPONSIBILITY

Each of the four domains of the framework refers to a distinct aspect of teaching. A unifying thread runs through the entire framework to provide an organizing structure. That thread consists of engaging students in learning important content and processes. And, in pursuit of important learning, a teacher creates, with the students, a community of learners, where all students feel respected and honored.

DOMAIN 1: PLANNING AND PREPARATION

The components in Domain 1 describe how a teacher organizes the content that the students are to learn, beginning with a deep understanding of content and instructional practices and an understanding and appreciation of the students and what they bring to the educational encounter. But understanding content is not sufficient. The content must be transformed throughout the instructional design into sequences of activities and exercises that make it accessible to students. Assessment techniques must also reflect the instructional goals and should serve to document student progress during and at the end of a teaching episode.

Component 1 a: Demonstrating Knowledge of Content and Pedagogy

Element: Knowledge of Content

LEVEL OF PERFORMANCE				
CONTENT	UNSATISFACTORY	BASIC	PROFICIENT	DISTINGUISHED
	Teacher makes content errors and does not correct content errors students make.	Teacher displays basic content knowledge but cannot articulate connections with other parts of the discipline or with other disciplines.	Teacher displays solid content knowledge and makes connections between the content and other parts of the discipline and other disciplines.	Teacher displays extensive content knowledge with evidence of continuing pursuit of such knowledge.

Component 1 b: Demonstrating Knowledge of Students

Element: Knowledge of Students' Intellectual, Social, and Emotional Age Group, Varied Approaches to Learning, and Students' Skills and Knowledge

LEVEL OF PERFORMANCE				
STUDENTS NEEDS	UNSATISFACTORY	BASIC	PROFICIENT	DISTINGUISHED
	Teacher displays minimal knowledge of developmental characteristics of age group and is unfamiliar with the different approaches to learning, such as, modalities, and different intelligences. Teacher does not implement IEP goals.	Teacher displays generally accurate knowledge of developmental characteristics of age group and displays general understanding of the different approaches to learning that students exhibit. Teacher implements IEP goals in a minimal or inconsistent manner.	Teacher displays thorough understanding of typical developmental characteristics of age group as well as exceptions and displays solid understanding of the different approaches that students exhibit. Teacher implements IEP goals effectively.	Teacher displays knowledge of students' typical characteristics of age group, uses varied approaches to learning, and demonstrates knowledge of students' skills, including those with special needs. Teacher implements IEP goals and differentiates instruction for high and low ability learners in a manner that effectively improves student performance.

Component 1 c: Selecting and Articulating Instructional Goals

Element: Value and Clarity

Goals are clearly stated, permit sound assessment, represent high expectations for students, and are aligned to important learning concepts and curriculum standards.

VALUE/CLARITY	LEVEL OF PERFORMANCE			
	UNSATISFACTORY	BASIC	PROFICIENT	DISTINGUISHED
	Goals are not valuable and represent low expectations for students. Goals do not reflect important learning. Goals are not clear or are stated as student activities and are not aligned to curriculum standards. Goals do not permit viable methods of assessment.	Goals are moderately valuable in their expectations for students and in importance of learning. Goals are only moderately clear and are not well aligned to curriculum standards. Goals do not permit viable methods of assessment.	Goals are valuable in their level of expectations and relate to curriculum standards. Goals are clear and aligned to curriculum standards. Activities are included. Most permit viable and authentic methods of assessment.	Goals are valuable and clear, designed to establish high expectations and are aligned to curriculum standards. Goals are written in the form of student learning and permit viable and authentic methods of assessment.

Component 1 d: Designing Coherent Instruction

Element: Learning Activities and Instructional Strategies

INSTRUCTION	LEVEL OF PERFORMANCE			
	UNSATISFACTORY	BASIC	PROFICIENT	DISTINGUISHED
	Learning activities are not suitable to students or instructional goals. They do not engage students in meaningful learning. Lessons do not include instructional strategies that improve student achievement, i.e. modeling, guided practice, identifying similarities and differences, summarizing, and using non-linguistic representations, etc.	Only some of the learning activities are suitable to students or instructional goals. Some engage students in meaningful learning. Lessons include a minimal and inconsistent use of instructional strategies that improve student achievement, i.e. modeling, guided practice, identifying similarities and differences, summarizing, and using non-linguistic representations, etc.	Most of the learning activities are suitable to students and instructional goals. Most engage students in meaningful learning. Lessons include a consistent use of instructional strategies that improve student achievement, i.e. modeling, guided practice, identifying similarities and differences, summarizing, and using non-linguistic representations, etc.	Learning activities are highly relevant to students and instructional goals. They engage students in meaningful learning. Lessons include a masterful use of instructional strategies that improve student achievement, i.e. modeling, guided practice, identifying similarities and differences, summarizing, and using non-linguistic representations, etc.

Component 1 e: Assessing Student Learning

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

ASSESSMENT	LEVEL OF PERFORMANCE			
	UNSATISFACTORY	BASIC	PROFICIENT	DISTINGUISHED
	Content and methods of assessment lack congruence with instructional goals. There are no clear criteria or standards. The assessment results affect planning for students only minimally.	Some of the instructional goals are assessed through the proposed approach but the criteria are not clear or have not been clearly communicated to students. Teacher uses assessment results to plan for the class as a whole.	All the instructional goals are nominally assessed through the proposed plan. Assessment criteria standards are clear and have been clearly communicated to students. Teacher uses assessment results to plan for individuals and groups of students.	The proposed approach to assessment is completely congruent with the instructional goals. Assessment criteria are clear and have been clearly communicated to students. Students are aware of how they are meeting standards. Assessments are fair and valid measures of instructional goals.

DOMAIN 2: THE CLASSROOM ENVIRONMENT

Domain 2 consists of the interactions that occur in a classroom. The interactions are themselves noninstructional, even though they are necessary for effective instruction. Such activities and tasks establish a comfortable and respectful classroom environment, which cultivates a culture for learning and creates a safe place for risk-taking. The atmosphere is businesslike, with noninstructional routines and procedures handled efficiently; student behavior is cooperative and nondisruptive; and the physical environment is supportive of the stated instructional purposes.

Component 2 a: Creating an Environment of Respect and Rapport				
<i>Element: Teacher Interaction with Students and Student Interaction with Students</i>				
INTERACTIONS	LEVEL OF PERFORMANCE			
	UNSATISFACTORY	BASIC	PROFICIENT	DISTINGUISHED
	Teacher interaction with at least some students is negative, demeaning, sarcastic, or inappropriate to the age or culture of the students. Students exhibit disrespect for teacher and their interactions are characterized by conflict, sarcasm, or put-downs.	Teacher-student interactions are generally appropriate but may reflect occasional inconsistencies, favoritism, or disregard for students' cultures. Students exhibit only minimal respect for teacher and do not demonstrate negative behavior toward one another.	Teacher-student interactions are friendly and demonstrate general warmth, caring, and respect. Such interactions are appropriate to developmental and cultural norms. Students exhibit respect for teacher and for each other.	Teacher demonstrates genuine caring and respect for individual students. Students exhibit respect for teacher and one another. Students demonstrate genuine caring for one another as individuals.

Component 2 b: Establishing a Culture for Learning				
<i>Element: Expectations for Learning and Achievement</i>				
EXPECTATIONS	LEVEL OF PERFORMANCE			
	UNSATISFACTORY	BASIC	PROFICIENT	DISTINGUISHED
	Instructional goals and activities, interactions, and the classroom environment convey only minimal expectations for student achievement.	Instructional goals and activities, interactions, and the classroom environment convey inconsistent expectations for student achievement.	Instructional goals and activities, interactions, and the classroom environment convey high expectations for student achievement.	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.

Component 2 c: Managing Classroom Procedures				
<i>Elements: Management of Instructional Groups, Management of Transitions, and Performance of Noninstructional Duties</i>				
GROUPS	LEVEL OF PERFORMANCE			
	UNSATISFACTORY	BASIC	PROFICIENT	DISTINGUISHED
	Students not working with the teacher are not productively engaged in learning.	Tasks for group work are partially organized resulting in some off-task behavior when teacher is involved with one group.	Tasks for group work are organized, and groups are managed so most students are engaged at all times.	Groups are working independently and are productively engaged at all times with students assuming responsibility for productivity.

	UNSATISFACTORY	BASIC	PROFICIENT	DISTINGUISHED
TIME	Much time is lost during transitions.	Transitions are sporadically efficient resulting in some loss of instructional time.	Transitions occur smoothly with little loss of instructional time.	Transitions are smooth with students assuming some responsibility for efficient operation.
	UNSATISFACTORY	BASIC	PROFICIENT	DISTINGUISHED
DUTIES	Considerable instructional time is lost in performing noninstructional 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 responsibility for efficient operation.

Component 2 d: Managing Student Behavior

Elements: Standards and Monitoring of Student Behavior and Responses to Student Misbehavior

BEHAVIOR	LEVEL OF PERFORMANCE			
	UNSATISFACTORY	BASIC	PROFICIENT	DISTINGUISHED
No standards of conduct appear to have been established or students are confused as to what the standards are. Student behavior is not monitored and teacher is unaware of what the students are doing.	Standards of conduct appear to have been established for most situations, and most students seem to understand them. Teacher is generally aware of student behavior but misses the activities of some students.	Standards of conduct are clear to all students. Teacher is alert to student behavior at all times.	Standards of conduct are clear to all students. Monitoring by teacher is subtle and preventative. Students monitor their own and their peers' behavior for the good of the class.	
RESPONSE	UNSATISFACTORY	BASIC	PROFICIENT	DISTINGUISHED
Teacher does not respond to misbehavior, or the response is inconsistent, overly repressive, or does not respect the student's dignity.	Teacher attempts to respond to student misbehavior but with uneven results. No serious disruptive behavior occurs.	Teacher response to student misbehavior is appropriate and successful and respects the student's dignity. Student behavior is generally appropriate.	Teacher response to student misbehavior is highly effective and sensitive to individual needs. Student behavior is appropriate.	

Component 2 e: Organizing Physical Space

Element: Safety and Arrangement of Furniture and Accessibility to Learning

ARRANGEMENT	LEVEL OF PERFORMANCE			
	UNSATISFACTORY	BASIC	PROFICIENT	DISTINGUISHED
The classroom is unsafe, or the furniture arrangement is not suited to the lesson's activities, or both. Learning is not accessible to some students.	The classroom is safe and furniture is adjusted for a lesson, or if necessary, a lesson is adjusted to the furniture, but with limited effectiveness. At least essential learning is accessible to all students.	The classroom is safe and the furniture arrangement is a resource for learning activities. All learning is equally accessible to all students.	The classroom is safe and students adjust the furniture to advance their own purposes in learning. All learning is accessible to all students.	

DOMAIN 3: INSTRUCTION

Domain 3 contains the components that are at the fundamental heart of teaching - the actual engagement of students in content. The components of Domain 3 enhance student learning, are unified through the model of students constructing meaning and participating in a community of learners, and represent distinct elements of instruction.

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

Component 3 b: Using Questioning and Discussion Techniques <i>Element: Discussion Techniques and Quality of Questions</i>				
DISCUSSION	LEVEL OF PERFORMANCE			
	UNSATISFACTORY	BASIC	PROFICIENT	DISTINGUISHED
Interaction between teacher and students is predominately recitation style with teacher mediating all questions and answers. Only a few students participate in the discussion.	Teacher attempts to engage all students in the discussion, but with only limited success.	Most of teacher's questions are of high quality, successfully engaging all students in the discussion, with teacher stepping aside when appropriate. Teacher successfully engages all students in the discussion.	Students assume considerable responsibility for the success of the discussion, initiating topics and formulating many questions. Students themselves ensure that all voices are heard in the discussion.	
QUESTIONS	UNSATISFACTORY	BASIC	PROFICIENT	DISTINGUISHED
Teacher questions are virtually all of poor quality.	Teacher questions are a combination of low and high quality. Only some invite response.	Most of teacher questions are of high quality. Adequate time is available for students to respond.	Teacher questions are of uniformly high quality with adequate time for students to respond. Teacher use of guided questioning leads students into higher order thinking. Students formulate many questions.	

Component 3 c: Engaging Students in Learning
Elements: Assignments and Activities and Structure and Pacing

LEVEL OF PERFORMANCE				
ACTIVITIES & ASSIGNMENTS	UNSATISFACTORY	BASIC	PROFICIENT	DISTINGUISHED
	Activities and assignments are inappropriate for students in terms of their age and background. Students are not mentally engaged in the activities and assignments.	Some activities and assignments are appropriate to students. Some students are mentally engaged in the activities and assignments.	Most activities and assignments are appropriate to students. Almost all students are mentally engaged in the activities and assignments.	All students are cognitively engaged in the activities and assignments in their exploration of content. Students initiate or adapt activities and projects to enhance learning.
CONTENT & STRUCTURE	UNSATISFACTORY	BASIC	PROFICIENT	DISTINGUISHED
	Representation of content is inappropriate and unclear or uses poor examples and analogies. The lesson has no clearly defined structure, or the pacing is too slow or rushed or both.	Representation of content is inconsistent in quality. Some is done skillfully, with good examples. Other portions are difficult to follow. The lesson has a recognizable structure although it is not uniformly maintained throughout the lesson. Pacing of the lesson is inconsistent.	Representation of content is appropriate and links well with students' knowledge and experience. The lesson has a clearly defined structure around which the activities are organized. Pacing of the lesson varies.	Representation of content is appropriate. Teacher masterfully uses examples and analogies and links content with current events and students' prior knowledge or experience. The lesson's structure is highly coherent, allowing for reflection and closure. Pacing of the lesson is appropriate for all students.

Component 3 d: Providing Feedback to Students
Element: Timeliness and Specificity

LEVEL OF PERFORMANCE				
TIME	UNSATISFACTORY	BASIC	PROFICIENT	DISTINGUISHED
	Feedback is not provided in a timely manner. Feedback is not specific enough to be useful for student growth.	Timeliness of feedback is inconsistent. Feedback is occasionally specific enough to be useful for student growth.	Feedback is consistently provided in a timely manner. Feedback is consistently specific enough to be useful for student growth.	Feedback is consistently provided in a timely manner. Students make prompt use of teacher's specific feedback to improve their learning.

Component 3 e: Demonstrating Flexibility and Responsiveness
Element: Lesson Adjustment and Persistence

LEVEL OF PERFORMANCE				
LESSON	UNSATISFACTORY	BASIC	PROFICIENT	DISTINGUISHED
	Teacher adheres rigidly to an instructional plan even when a change will clearly improve a lesson.	Teacher attempts to adjust a lesson with mixed results.	Teacher makes a minor adjustment to a lesson. The adjustment occurs smoothly and accommodates students' questions or interests.	Teacher successfully makes a major adjustment to a lesson and seizes the opportunity to enhance learning, building on a spontaneous event.
PERSISTENCE	UNSATISFACTORY	BASIC	PROFICIENT	DISTINGUISHED
	When a student has difficulty learning, the teacher either gives up or blames the student or the environment for the student's lack of success.	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.

Component 3 f: Curriculum Continuity and Alignment

Element: Clear understanding of the curriculum objectives or benchmarks

LEVEL OF PERFORMANCE				
CURRICULUM	UNSATISFACTORY	BASIC	PROFICIENT	DISTINGUISHED
	There is little or no evidence of the coverage/or teaching of board approved and mapped curriculum benchmarks and objectives. Teacher makes little or no contribution to department or grade level curriculum improvement.	Coverage of board approved and mapped curriculum benchmarks and objectives are evident, however, continuity is minimal and the depth required for student mastery is sometimes lacking. Teacher makes minimal or inconsistent contribution to department or grade level curriculum improvement.	Curriculum continuity and alignment are evident. The teacher demonstrates a clear understanding of the curriculum objectives or benchmarks and has developed lessons to assure student mastery. Teacher makes substantial contribution to department or grade level curriculum improvement.	Curriculum continuity, alignment and student mastery are evident. The teacher serves as a leader in department or grade level curriculum evaluation and improvement. This teacher/mentor also provides other instructors with assistance in lesson development and enhanced curriculum coverage.

Component 3 g: Technology Integration

Element: Evidence of technology integration in appropriate lessons

LEVEL OF PERFORMANCE				
TECHNOLOGY	UNSATISFACTORY	BASIC	PROFICIENT	DISTINGUISHED
	Little or no use of technology or visual aides as a teaching tool is evident. The teacher demonstrates no understanding of available technology and has made no attempt to utilize available training when offered.	An understanding of available technology is evident. Integration of technology or visual aides in appropriate lessons is sporadic.	Technology or visual aides are used as a tool to enhance student learning. Chosen technology is appropriate for the lesson and level of student in the classroom.	Technology integration or the use of visual aides is evident in appropriate lessons. The use of technology by students is automatic and appropriate. This instructor assists other staff members with the use of technology or visual learning techniques.

DOMAIN 4: PROFESSIONAL RESPONSIBILITIES

The components of Domain 4 are associated with being a true professional educator. They encompass the roles assumed outside of and in addition to those in the classroom with students. They consist of a wide range of professional responsibilities, from self-reflection and professional growth, to contributions made to the school and district, to contributions made to the profession as a whole. The components also include interactions with the families of students, contacts with the larger community, the maintenance of records and other paperwork, and advocacy for students. Educators practice these components primarily after their first few years of teaching, after they have mastered, to some degree, the detail of classroom management and instruction.

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

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

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

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

Component 4 e: Growing and Developing Professionally
Elements: Enhancement of Content Knowledge and Service to the Profession

	LEVEL OF PERFORMANCE			
	UNSATISFACTORY	BASIC	PROFICIENT	DISTINGUISHED
KNOWLEDGE	Teacher engages in no professional development activities to enhance knowledge or skill.	Teacher participates in professional activities to a limited extent when they are convenient.	Teacher seeks out opportunities for professional development to enhance content knowledge and skill.	Teacher seeks out opportunities for professional development and makes a systematic attempt to conduct active research in his/her classroom.
	UNSATISFACTORY	BASIC	PROFICIENT	DISTINGUISHED
SERVICE	Teacher makes no effort to share knowledge with others or to assume professional responsibilities.	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.
	UNSATISFACTORY	BASIC	PROFICIENT	DISTINGUISHED

Component 4 f: Showing Professionalism
Element: Service To and For Students

	LEVEL OF PERFORMANCE			
	UNSATISFACTORY	BASIC	PROFICIENT	DISTINGUISHED
ADVOCACY	Teacher is not alert to students' needs. Teacher contributes to school practices that result in some students being ill served by the school.	Teacher's attempts to serve students are inconsistent. Teacher does not knowingly contribute to some students being ill served by the school.	Teacher is moderately active in serving student. Teacher works within the context of a particular team or department to ensure that all students receive a fair opportunity to succeed.	Teacher is highly proactive in serving students. Teacher makes a particular effort to challenge negative attitudes and helps ensure that all students, particularly those traditionally underserved, are honored in the school.
	UNSATISFACTORY	BASIC	PROFICIENT	DISTINGUISHED
DECISION MAKING	Teacher makes decisions based on self-serving interests.	Teacher 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.
	UNSATISFACTORY	BASIC	PROFICIENT	DISTINGUISHED

PLAINWELL COMMUNITY SCHOOLS

INDIVIDUAL DEVELOPMENT PLAN

Appendix 1-B

Name: _____

Teacher Status: _____ Probationary _____ Tenure

(Teacher's Signature)

Date

(Principal's Signature)

Date

GOAL 1:

Purpose of Goal: _____

Teacher Plan: _____

Administrative Support: _____

GOAL 2:

Purpose of Goal: _____

Teacher Plan: _____

Administrative Support: _____

GOAL 3:

Purpose of Goal: _____

Teacher Plan: _____

Administrative Support: _____

CONTRACT RESOLUTION PROCEDURE REPORT

Plainwell Community Schools

Building: _____
Assignment: _____

Name of Claimant: _____
Date: _____

WRITTEN CLAIM

1. Date of event on which claim is based:

2. Facts upon which claim is based:
(Attach additional page(s) if necessary)

3. Section(s) of the Agreement allegedly violated:

4. Specific relief requested:

Date Received by Employer: _____

Date Response Filed by Employer: _____

FORMAL CONFERENCE REQUEST

- 1. Date request filed: _____
- 2. Date request received: _____
- 3. Additional factual information (if any) _____

- 4. Claimant information:
 - A. I (do) (do not) wish to personally attend the conference.
 - B. I wish to have a representative present: Yes _____ No _____ If yes, then name representative: _____

5. Date(s) conference (and mediation, if applicable) held: _____

6. Disposition: _____

7. Date conference reply filed: _____

ARBITRATION

- 1. Date request filed: _____
- 2. Date received: _____

**Letter of Understanding
Between the
Plainwell Community Schools (Board)
and the
Plainwell Education Association (PEA)**

Due to unusual circumstances within the State of Michigan's retirement system, the window for sick time pay out for PEA members will be open from May 24, 2010 to June 4, 2010. PEA members must indicate their intent to retire in writing to the Superintendent; email is acceptable.

This Letter of Understanding is valid until June 4, 2010.

Susan Wakefield
(For the District)

May 24, 2010
(Date)

Tal Miller
(For the Association)

May 24, 2010
(Date)

05/24/10

Superintendent
Susan Wakefield

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600 School Drive
Plainwell, MI 49080
Phone: 269.685.5823
Fax: 269.685.1108

**Operations
& Transportation**
680 School Drive
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Fax: 269.685.2018

Plainwell High School
684 Starr Drive
Plainwell, MI 49080
Phone: 269.685.9554
Fax: 269.685.9064

Athletic Department
Phone: 269.685.2096
Fax: 269.685.0551

Special Education
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Fax: 269.685.3105

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720 Brigham Street
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Phone: 269.685.5813
Fax: 269.685.2099

Cooper Elementary
7559 N. 14th Street
Kalamazoo, MI 49009
Phone: 269.349.2674
Fax: 269.345.5111

Gilkey Elementary
707 S. Woodhams Street
Plainwell, MI 49080
Phone: 269.685.2424
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Starr Elementary
601 School Drive
Plainwell, MI 49080
Phone: 269.685.5835
Fax: 269.685.2027

Community Education
422 Acorn Street
Plainwell, MI 49080
Phone: 269.685.9531
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Adult & Alternative HS
422 Acorn Street
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www.plainwellschools.org