

MASTER AGREEMENT

between the

**OLIVET EDUCATION
ASSOCIATION, MEA/NEA**

and the

**OLIVET BOARD OF
EDUCATION**

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July 1, 2006 – June 30, 2007

TABLE OF CONTENTS

INTRODUCTION 2

WITNESSETH 2

ARTICLE I - RECOGNITION..... 2

ARTICLE II - ASSOCIATION AND TEACHER RIGHTS 3

ARTICLE III - BOARD RIGHTS 5

ARTICLE IV - PROFESSIONAL DUES, FEES, AND PAYROLL DEDUCTIONS 5

ARTICLE V - TEACHING HOURS..... 6

ARTICLE VI - TEACHING CONDITIONS 8

ARTICLE VII - CALENDAR..... 10

ARTICLE VIII - PROFESSIONAL QUALIFICATIONS
AND TEACHING ASSIGNMENTS 11

ARTICLE IX - VACANCIES, PROMOTIONS AND TRANSFERS 12

ARTICLE X - PAID LEAVES OF ABSENCE 13

ARTICLE XI - UNPAID LEAVES OF ABSENCE 15

ARTICLE XII - FAMILY MEDICAL LEAVE ACT.....17

ARTICLE XIII - EVALUATION PROCEDURE..... 19

ARTICLE XIV - PROFESSIONAL IMPROVEMENT..... 21

ARTICLE XV - CONTINUITY OF OPERATIONS..... 21

ARTICLE XVI - SPECIAL AND STUDENT TEACHING ASSIGNMENTS..... 22

ARTICLE XVII - STUDENT DISCIPLINE AND TEACHER PROTECTION..... 22

ARTICLE XVIII - SENIORITY, LAYOFF AND RECALL..... 24

ARTICLE XIX - COMPENSATION..... 26

ARTICLE XX - INSURANCE PROTECTION..... 30

ARTICLE XXI - GRIEVANCE PROCEDURE 31

ARTICLE XXII - SCHOOL IMPROVEMENT..... 34

ARTICLE XXIII – MENTOR TEACHERS 34

ARTICLE XIV - NEGOTIATION PROCEDURE 35

ARTICLE XXV - COMPLETION OF AGREEMENT 35

ARTICLE XXVI - MISCELLANEOUS PROVISIONS 36

ARTICLE XXVII - ANNEXATION, CONSOLIDATION
CHANGE IN SCHOOL BOUNDARIES 36

ARTICLE XXVIII - DURATION OF AGREEMENT 36

SCHEDULE A - 2006-2007 SALARY SCHEDULE 38

SCHEDULE B - EXTRA CURRICULAR SALARIES 39

APPENDIX A - 2006-2007 SCHOOL CALENDAR..... 41

APPENDIX B - GRIEVANCE REPORTING FORM..... 42

APPENDIX C - COURSE APPROVAL FORM..... 44

APPENDIX D - GRADUATE CREDIT REIMBURSEMENT FORM..... 45

APPENDIX E - ASSOCIATION REPRESENTATION FORM..... 46

APPENDIX F - LEAVE REQUEST FORM..... 47

APPENDIX G - EXTRA DUTY AGREEMENT..... 48

APPENDIX H - TEACHER EVALUATION..... 49

INTRODUCTION

This Agreement effective July 1, 2006 through June 30, 2007, by and between the Eaton County Education Association and its affiliate Olivet Education Association, hereinafter called the "Association," affiliated with the Michigan Education Association, hereinafter called the "MEA," and the National Education Association, hereinafter called the "NEA," and the Olivet Community School District of Olivet, Michigan hereinafter called the "Board." The signatories shall be the sole parties to this Agreement.

WITNESSETH

The Parties have a statutory obligation pursuant to the Public Employment Relations Act, Act 379 of the Michigan Acts of 1965, and Public Act 112 to bargain with regard to mandatory bargaining subjects.

The Parties have reached understanding that they desire to confirm in this Agreement. The following mutual covenants are hereby agreed:

ARTICLE I - RECOGNITION

- A. The Board hereby recognizes the Association as the sole and exclusive bargaining representative pursuant to Section 11 of Act 379 P.A., 1965 as amended for all regularly employed full time or part-time certified personnel under contract or on Board approved leave excluding the following:
 - 1. Substitute teachers, non-regularly employed part-time teachers, supervisory-administrative personnel, and supportive services staff: Secretaries, bus drivers, cooks, custodians, clerks and aides, and all others. Supervisory-administrative personnel includes superintendent, principals, and any other administrators as defined under PERA.
- B. Regularly employed teaching personnel, hereinafter referred to as "teachers," shall include all classroom teachers, special education teachers, reading, art and music teachers, counselors and librarians, provided they are employed at least two (2) hours per day, five (5) days per week for a full semester.
- C. All generic references to male employees shall include female employees in the bargaining unit.

ARTICLE II - ASSOCIATION AND TEACHER RIGHTS

- A. Duly authorized representatives of the Association shall be permitted to transact Association business on school property with the permission of the building principal, providing that this shall not interfere with or disrupt normal school operations.
- B. Upon written request from the Association, the Board agrees to furnish, within a reasonable period of time, available information which is necessary for the Association to bargain collectively or to administer this Agreement.
- C. The Board and the Association agree that they shall not discriminate against any bargaining unit member in any employment matter because of race, creed, color, national origin, religion, age, sex, marital status or handicap/disability. The Board and the Association additionally recognize that their mutual commitment to nondiscrimination may require reasonable accommodation to bargaining unit members and accordingly agree to jointly confer with any bargaining unit member making such a request.
- D. A teacher shall have the right to have an Association representative present or waive that right through written documentation when he/she is being formally questioned and that questioning could lead to disciplinary action which could include a warning, reprimand, suspension with or without pay, or termination. Such discipline shall be for just cause and in accordance with the general concept of progressive discipline. The just cause standard shall not be applicable to a determination by the Board to discharge or non-renew a probationary teacher. (see appendix E)
- E. Upon request of the Association, the Board will furnish a room for Association meetings, provided the request is submitted no less than twenty-four (24) hours in advance.
- F. Each teacher shall have the right, upon request, to review the contents of his/her personnel file. A representative of the Association, at the teacher's request, may accompany the teacher in this review. Each teacher's file shall minimally include the following items of information if available:
 - 1. Medical information shall be maintained in a separate file.
 - 2. Teacher evaluation reports
 - 3. Copies of annual contracts
 - 4. Teaching certificate
 - 5. Background Checks
 - 6. Disciplinary Material
 - 7. Transcripts
 - 8. Employment Application
- G. Evaluative or disciplinary material originating after the teacher has been hired which is placed in his/her file will be shown to him/her so that he/she has the opportunity to review, initial, and/or reply to same at the time of its placement in said file.

- H. Upon the request of the Association, vending machines shall be installed in the teacher workroom at no cost to the Board of Education. The proceeds from all such machines shall be remitted to the Association.
- I. Adequate off-street parking facilities shall be provided and properly maintained for teachers' use.
- J. The use of the terms "suitable," "adequate" and "properly" shall be determined by past practice.
- K. Each teacher will be provided with appropriate key(s) to access the area(s) of their assignment(s). Appropriate keys shall be determined by the Superintendent or his/her designee. Security practices will be considered when assigning keys. Should the administration deem it necessary to replace locks and tumblers as a result of a lost key, the teacher will be liable for the costs attendant thereto if the teacher was grossly negligent (showed a conscious disregard of their basic responsibility to care for the key). Thereafter, the teacher's liability shall cease unless losses arising to the school are the proximate cause of the gross negligence of the teacher.
- L. The Board shall make available to each school at least one room, appropriately furnished, which shall be used as a faculty workroom. Said workroom shall be equipped with the following:
1. At least one computer in good working order.
 2. At least one printer in good working order.
 3. Access to a telephone with an outside line.
 4. Appropriate storage and seating equipment.
- When the workroom equipment needs maintenance, the Association shall complete the appropriate work order (technology or maintenance). When new equipment is needed, the Association shall consult with the Superintendent.
- M. Each teacher shall maintain with the Office of the Superintendent of Schools and the appropriate building principal his/her current, correct address and telephone number.
- N. Smoking and the use of tobacco products is prohibited in and on school property.
- O. At the beginning of each school year, individual contracts will be prepared for members of the bargaining unit. The Board agrees that said prepared contracts shall be provided to the members of the bargaining unit by October 1 of the current school year with the understanding that salary and benefits are subject to change depending on the outcome of contract negotiations.

ARTICLE III - BOARD RIGHTS

- A. It is expressly agreed that all rights which ordinarily vest in and have been exercised by the Board of Education, except those which are clearly and expressly relinquished herein by the Board, shall continue to vest exclusively in and be exercised exclusively by the Board. Such rights shall include by way of illustration and not by way of limitation, the right to:
1. Manage and control the school's business.
 2. Continue its rights of assignment and direction of work of all its personnel.
 3. The right to direct the working forces, including the right to hire, promote, suspend, discharge, transfer, and lay off employees, and determine the size of the work force.
 4. Determine services, supplies and equipment necessary.
 5. Adopt rules and polices and regulations.
 6. Determine qualifications of employees.
 7. Determine the number of locations or relocations of its facilities.
 8. Determine the financial policies, including all accounting procedures, and all matters pertaining to public relations.
 9. Determine the size of the management organization its function, and authority.

ARTICLE IV - PROFESSIONAL DUES, FEES, AND PAYROLL DEDUCTIONS

- A. In accordance with the terms of this Article, each bargaining unit member within 30 days of employment shall, as a condition of employment, join the Association or pay a Service Fee to the Association.
1. Association Members Bargaining unit members joining the Association shall pay dues to the Association in accordance with its policies and procedures.
 2. Service Fee Payers Bargaining unit members not joining the Association shall pay a Service Fee to the Association as determined in accordance with the MEA Policy and Procedures Regarding Objections to Political Ideological Expenditures. The remedies set forth in this policy shall be exclusive, and unless and until the procedures set forth therein have been availed of and exhausted, all other administrative and judicial procedures shall be barred.
- B. Non-Payment of Dues or Service Fee If a bargaining unit member does not pay the appropriate amount of dues or Service Fee to the Association by November 1 upon written authorization by the Association, the Employer will deduct the appropriate amount of the dues or Service Fees from the bargaining unit member's wages. The deductions will be made in equal amounts from the paychecks of the bargaining unit member beginning with the first pay following receipt of the written authorization from the Association and continuing through the last pay period in June of each year. Moneys so deducted will be transmitted to the Association, or its designee, no later than twenty (20) days following each deduction.

- C. Save Harmless Clause In the event of legal action against the Employer brought in a court or administrative agency because of its compliance with this Article, the Association agrees to defend such action, at its own expense and through its own counsel, provided:
1. The Employer gives timely notice of such action to the Association and permits the Association intervention as a party if it so desires, and
 2. The Employer will cooperate with the Association and its counsel in securing and giving evidence, obtaining witnesses and making relevant information available. The Association agrees that in any action so defended, it will hold the Employer harmless from any liability for damages and costs imposed by a final judgment of a court of administrative agency as a direct consequence of the Employer's compliance with this Article.
- D. Any teacher who does not perform services during the school year shall have dues deducted by one-tenth (1/10th) of the yearly dues for any entire month not worked except during a paid leave of absence as provided in this contract.
- E. The Association agrees to hold the Board harmless from any and all costs, claims, suits or other forms of liability that may arise out of any action taken by the Board or administration in reliance upon or compliance with the provisions of this Article.
- F. The Association agrees promptly to advise the Board of all members in good standing from time to time, and to furnish any other information needed by the Board, and not otherwise available to the Board, to fulfill the provisions of this Article.
- G. All refunds claimed per dues deductions under the provisions of this Article lie solely with the Association.
- H. Upon appropriate written authorization from the teacher the Board shall deduct from the salary of the teacher and make appropriate remittance to the Credit Union, Board approved tax sheltered annuities and any other plan (s) or program (s) jointly approved by the Superintendent and the Association.

ARTICLE V - TEACHING HOURS

- A. Olivet Middle School and Olivet High School teacher's normal workday shall not exceed 7 hours (7:00). Fern Persons Elementary teacher's normal workday shall not exceed 7 hours, 15 minutes (7:15). K-8 teachers will have a (40) minute duty-free lunch. High school teachers will have a 35 minute lunch period which shall be duty free. This is due to the inequity in amount of planning time and will be retracted when/if the planning times become more equitable.
1. Teachers shall report to their respective buildings ten (10) minutes prior to the daily student class schedule.

2. Teachers may leave the building after the conclusion of the daily class schedule. Exceptions may be made by the building principal.
3. In addition to the foregoing, teachers are expected to remain after the normal workday to attend to those matters which properly require additional time such as consultations with parents and/or students, IEPC meetings or building meetings with the administration. An agenda will be supplied for building staff meetings. Building meetings will be limited to two (2) staff meetings per month. All other meetings outside the normal workday shall be voluntary.
4. A staff meeting shall be defined as a meeting conducted by the building administrator or his duly appointed representative with that building faculty on a semimonthly basis for the purpose of:
 - a. providing staff guidance on necessary changes to schedules
 - b. discussing anticipated events that may impact on classroom instruction
 - c. allow for staff discussion/action on events or activities they feel warrant such attention
 - d. allow for professional discourse that promotes the safety, welfare and culture of both the student and staff population
 - e. provide for the ability for departments or grade level to meet to discuss relevant issues
 - f. utilize staff meeting time for school business that cannot or should not be addressed via a memo
 - g. should provide the faculty with a sense of accomplishment and ownership in the decision-making process of the school community, i.e., student handbook, teachers handbook
 - h. school improvement meetings, not to exceed 1 meeting a month
 - i. professional discussion/presentation on topics related to teaching/learning
5. Rules of common courtesy and tact are essential for an effective and professional meeting. Teachers wishing to add an item to the meeting agenda need to discuss it with the building administrator at least 24 hours prior to the meeting. Issues that could be deemed a complaint about an administrative decision must first be discussed with the administrator in an attempt to resolve the issue in a more private setting before asking for it to be added to the agenda. It is mutually understood that not all topics are appropriate or legal to discuss in a group setting.
6. The administration shall have the right to depart from the above norms when an emergency arises after prior consultation with the Association.

B. Preparation/conference periods are to be used by teachers for performance of professional duties. It is mutually understood that teaching is a salaried profession, not an hourly job. Preparing lessons and assessing student work, and other job related activities can be done during preparation/conference periods. However, it is common that this work will need to be done outside the regular work day at a time of the teacher's choosing.

Grades 6-12 teachers shall normally have five (5) scheduled preparation/conference periods (including team planning if relevant) for each five (5) day work week that are equal in length to a regular student class period.

- C. Teachers who are not assigned a regularly scheduled preparation period will schedule such time with their building principal (s).
- D. Teachers shall not be required to move from one building to another more than twice each day.
- E. Elementary teachers (K-3) will have a minimum of 325 minutes per week and 4-12 teachers a minimum of 250 minutes of per week of preparation. This time may be provided through combining recess time, physical education, and library time or such other equivalent programs as may be available.
- F. A reasonable effort will be made to obtain substitute teachers in the event the specials teacher must be absent. In the event a teacher must forfeit planning time due to the unavailability of substitute teachers, the classroom teacher will be compensated as per Article XVIII. Specialist teachers shall have lesson plans available that will reasonably allow a non-specialist substitute teacher to conduct the absent teacher's class.
- G. The teacher substitute rate is defined in Article XIX paragraph C.
- H. Due to the nature of counselor and media specialist positions, it is understood that they do not have a preparation period.

ARTICLE VI - TEACHING CONDITIONS

- A. Class size is an important aspect of teaching conditions and accordingly will be regulated as follows:
 - 1. No classroom shall have more students in it than it has available pupil stations and facilities, i.e. labs, desks, chairs, etc.
 - 2. The Board and the Association agree that the following class sizes shall not be exceeded by:

K-5	27
6-12	28
Vocal	28
Choir	60
Instrumental Music	Unlimited
Physical Education	40
Media Specialists and Counselors	Unlimited
All classes not specifically listed	28
- B. Class size may be exceeded under the following conditions:
 - 1. The foregoing maximums shall not apply until after the fourth (4th) Friday of the scheduled semester or count day whichever is earlier.
 - a. Upon request, class size count must be given for each class in the district to the OEA President.

2. An overload shall not exist in grades 6-12 where the daily class load total does not exceed the sum total of the maximums allowed for each class assigned.
 - a. An individual class may deviate by no more than two (2) pupils above the maximum in grades 6-12.
 - b. In no case shall the total daily class load exceed the sum total of maximum size of classes assigned by more than two (2) pupils.
 - c. The additional compensation shall be retroactive back to the first day of school if the teacher had the same number (or more) students during the first days of school or back to when the teacher received an overload in his/her class.
 - d. At the beginning of the school year or semester time (until count day or the 4th Friday of the scheduled semester, whichever is earlier), class sizes may exceed the maximums, while enrollment stabilizes, without additional compensation.
3. The Administration may approach the Association to seek resolve of a class size overload by:
 - a. Payment of \$3.00 per student/per hour in grades 6-12 and \$12.50 per day/per student in grades K-5. Kindergarten would be \$6.25 per session.
 - b. Other agreeable solutions. The decision to allow a class size overload must be approved by the Association (OEA).
- C. If the Board shall create a new class, not otherwise covered by the maximums herein described, the Association shall have the right, upon request, to negotiate the class size.
- D. The Board recognizes that appropriate texts, library reference facilities, maps, globes, laboratory equipment, audio-visual equipment, current periodicals, standard tests and questionnaires, and similar materials are the tools of the teaching profession.
- E. The Board shall provide:
 1. A separate desk for each teacher in the District.
 2. Suitable space for each teacher to store coats and personal articles.
 3. Adequate writing board space in every classroom.
 4. Copies, exclusively for each teacher's use, of all texts used in each of the courses he/she is to teach.
 5. Adequate storage space in each classroom for instructional materials.
 6. Adequate attendance books, paper, pencils, pens, erasers and other such materials required in daily teaching responsibility.
- F. The Board agrees to relieve teachers of clerical duties unrelated to their teaching assignments.

- G. Nothing contained in this Article shall require the Board to keep school open in the event of severe inclement weather or when otherwise prevented by an Act of God. When schools are closed to students due to the above conditions, teachers shall be notified of same by 6:30 a.m. whenever possible.
- H. The Board shall provide a teacher reference library in each building in a location jointly determined by the Association and the building principal. Said library shall include therein all texts and periodicals which are reasonably requested by the teachers of that building.
- I. Teachers shall be informed of a telephone number they may call at least 75 minutes before their reporting time to report their unavailability for work, except where an emergency or unforeseen event prevents the teacher from calling in by that time. In such circumstances, teachers shall call as soon as possible. Once a teacher has reported unavailability, it shall be the responsibility of the administrator or his/her designee to arrange for a substitute teacher. Teachers who do not call in as specified above shall not be allowed a sick day payment unless the teacher communicates with the building principal within twenty-four (24) hours of return with a reason for failure to give proper notification.
- J. The Board/Administration agrees to supply the members of the association with an up to date and accurate teacher handbook that is in compliance with the current contract.

ARTICLE VII - CALENDAR

- A. Calendars are as set forth in Appendix A.
 - 1. For the 2006-2007 school year, the calendar shall consist of 178 student days and 184 total days. A minimum of fifteen hours of parent/teacher conferences are required. Three of those 15 hours are compensated with a half-day off from school. A three-hour conference is equivalent to a ½ day, so if a teacher is ill for conferences, they would need to use a ½ sick day, for example.
 - 2. It is hereby agreed that should the school year be lengthened by state and/or federal mandate, representatives of the Association and the Board shall meet for the purpose of negotiating compensation for the additional mandated days unless such is contrary to law.
- B. The Board reserves the right to modify the calendar in order to achieve the minimum number of student instructional days and hours as required by law including the makeup of "Act of God" days if the makeup of some or all is mandated as a condition of full receipt of state aid.

In the event that the calendar (s) must be modified in accordance with this Section, said modification shall be jointly worked out between the administration and the Association in the same manner as described within Section C of this Article.

Teachers will receive their regular pay for days that are canceled but shall work on the rescheduled days with no additional compensation.

C. School year calendars shall be jointly developed between the administration and the Association. Criteria used to set such calendar will be:

1. State law and school funding requirements,
2. Community expectation,
3. Coordination with other programs utilized by Olivet students,
4. In-service goals and record keeping needs,
5. Meeting the educational needs of students.

D. Professional Development: In order to meet the requirements of Section 1527 of the School Code, all teachers must be given the opportunity for five days of professional development each school year. This requirement will be met by the district, which will provide three full days and two half-days of professional development. In addition, each teacher will be allowed to attend an approved one-day conference /workshop or other professional development opportunity in order to fulfill the requirements of the law. If a teacher has not fulfilled their five-day requirement, they will need to attend a professional development opportunity as agreed upon in the spring of that school year.*

*For the 2006-2007 school year, the designated date is March 16.

E. During the two half days in January for High School exams, the K-8 staff (including the special education teachers) will also have ½ days for time to develop plans for unsuccessful students, time for grade level teachers to meet and plan, time for specials teachers to plan for their new classes. Any other professional activities, beyond those listed, need to be approved by the building principal.

F. If needed to fulfill the 1098 required hours of instruction, professional development time will be used. This is not intended to be used for inclement weather days.

ARTICLE VIII - PROFESSIONAL QUALIFICATIONS AND TEACHING ASSIGNMENTS

A. Since pupils are entitled to be taught by teachers who are working within their area of competence, teachers shall not be assigned, except temporarily and for good cause, outside the scope of their teaching certificates or their major or minor fields of study. The Association shall be notified in each such instance of misassignment. Temporary shall be defined for purposes of this Article as not to extend beyond the current semester.

B. Teachers will be notified and consulted on tentative assignments by their principals no later than August 1st annually.

C. No new teacher shall be employed by the Board for a regular teaching assignment who does not have a Bachelor's degree from an accredited college or university, and/or a valid Michigan teaching certificate or waiver, or as may be authorized by State law. Failure to

file the certificate with the Superintendent's office or loss of certification may result in loss of employment. It is mutually understood that it is the teacher's sole responsibility to maintain their certification.

- D. The Board agrees, whenever reasonably possible, that no teacher in grades 6-12 shall be assigned more than three (3) preparations per semester. When hiring teachers, the Board will try to select teachers with certification in areas needed for reducing the number of preparations to three (3) or less. The number of preparations for a teacher during a school day (including the Study Skills class) shall not exceed the number agreed to in the current contract. An exception can be made if the teacher involved, an OEA representative, and Board representative agree in writing that exceeding the agreed upon number of preparations does not establish past practice.
- E. Present courses in the curriculum or courses added to the curriculum through interactive television and cooperatives with other school districts and other educational institutions will not result in layoffs or prevent a recall of teachers on the seniority list.

ARTICLE IX - VACANCIES, PROMOTIONS AND TRANSFERS

- A. Whenever any permanent vacancy in a teaching position in the district shall occur or whenever a new teaching position is created, the Board shall publicize the same by giving written notice of such vacancy to the president of the Association and provide for appropriate posting on the bulletin boards in the teachers' workroom. The vacancy will remain posted for a period of ten (10) business days and will not be permanently filled until the expiration thereof.
- B. The provisions of paragraph A shall be continued until August 1st of each year of this contract. From August 1st until the beginning of the new school year, vacancies shall be posted in the Superintendent's Office for a minimum of five (5) business days before being permanently filled. Copies of the notices shall be sent to the President and Secretary of the Association at the time of posting in the Superintendent's Office.
- C. Any teacher possessing the qualifications to apply for such vacancy may do so in writing to the Superintendent's Office within the posting period. The Board agrees to give due weight to length of service in the District, professional background and attainments of all applicants, building, class level, area of specialization, and other relevant factors. The Superintendent, upon request from the teacher affected, shall justify in writing why a teaching position was not filled by a staff member.
- D. A teacher who is performing in a satisfactory manner at a specific grade level or subject area may not be transferred from that assignment without consent of the teacher. In case of layoff, elimination of the class, or an excess of teachers at a grade level, the teacher lowest in seniority will be reassigned. It is understood that this is a "holding" clause and intended to allow a teacher to hold onto their position. It does not imply that they have the right to take another position. It is also understood that significant change can occur within the high school teacher's schedules depending on student enrollment in specific classes, however the spirit of this clause needs to be upheld.

- E. An employee who transfers to an administrative or executive position after September 1, 1979, and who later returns to a position within the bargaining unit shall resume seniority and all other rights and benefits under the current contract.
- F. Extra duty assignments (extra teaching assignments that are above the teachers full-time schedule) that are taught during their planning period, before, or after a teacher's normal work day will be posted for five days prior to being filled.

ARTICLE X - PAID LEAVES OF ABSENCE

- A. Upon returning to work at the beginning of the school year, all full-time teachers shall be credited ten (10) days per year with pay. Part-time teacher's days shall be prorated based on this total. These days may be used for the following reasons:
 - 1. Personal illness or disability.
 - 2. Illness and medical appointments in the immediate family up to 11/year. Any request to use more than this must be approved by the Superintendent. Immediate family shall be defined as spouse, siblings, children, grandchildren, parents, grandparents, parents-in-law and household dependents. The teacher is entitled to use unlimited sick days relative to what the teacher has accumulated, for critical illness of spouse, children, parents, or anyone in which the teacher is the immediate care giver.
 - 3. Up to one (1) day per school year, with no more than five (5) teachers attending the same funeral, for attendance at the funeral service of person whose relationship to the teacher warrants such attendance.
- B. The foregoing sick leave will be granted upon the following conditions:
 - 1. Accumulation: Credited days, as stated in Article 1, are earned at the rate of one-half (1/2) day per pay period of the school year. Each sick day shall accrue at the rate of one (1) and one-sixth (1/6) day per month of employment and each day shall accrue as of the first day of each month of the school year. New teachers to the system may use up to a total of six (6) days sick leave without prior accumulation after they have taught six (6) full days without absence. Other teachers may use all ten (10) days without prior accumulation. If a teacher leaves during the school year, adjustments for used, but unearned sick leave shall be deducted from the last paycheck at the rate of 1/2 day per pay period of the school year. This adjustment shall be deducted from the last paycheck.
 - 2. Sick leave may be accumulated to a maximum of one-hundred and ten (110) days, but will be credited with 10 days for the school year and may start the year with 120.

3. At the beginning of each school year, the administration shall notify the teacher of the total number of sick leave days previously accumulated, plus those available for the ensuing year as per Master Contract provisions.
 4. A teacher who anticipates a prolonged disability, such as scheduled surgery, maternity or confinement to home or hospital shall notify the building principal in writing thirty (30) calendar days in advance or as soon as possible of the impending disability. The written notification shall contain the projected dates of confinement. The use of sick leave shall be only for the duration of actual incapacity. The Board reserves the right of written verification from a physician.
 - a. A maternity leave of absence shall be treated as a medical disability for the period of time following the birth of the child as deemed necessary by the birthmother's physician (typically 6 weeks for a vaginal delivery and 8 weeks for a caesarian delivery). Leave following the recuperation time of the mother is childcare leave, which commences at the conclusion of the disability leave (see Article XI, Section A and B).
 - b. Adoption: For the adoption of a child, an employee may use up to five sick days after the placement of the child in the home.
 5. The Association recognizes that abuse of sick leave is unprofessional conduct and accordingly agrees to work with the Board and Administration to discourage such abuse. It is mutually understood that sick leave is intended to only be used for the areas listed under Article X, A; hence sick days are not to be used as personal days. Documentation may be requested by the administration in the event excessive use of accumulated sick leave is thought to have occurred.
- C. At the beginning of each school year, each full-time teacher shall be credited with five (5) personal days and part-time teachers shall receive a pro-rated portion of these days. Personal days shall be non-cumulative to be used at the teacher's discretion. Any days not used will be added to accumulated sick leave at the end of the school year.
1. These "personal days" may not be used to extend a holiday or vacation; the employee must provide at least two (2) working days notice; and not more than four (4) such days will be used system-wide nor more than two (2) such days will be used per building on the same day, except for November 15 (based on the availability of substitute teachers).
 2. Teachers newly employed in the system shall have personal days available only after the completion of thirty (30) teaching days.
 3. Personal days will not be used during Parent/Teacher conferences without discussion with and authorization from the Superintendent.
 4. In the event of an emergency, the two-day notification requirement may be waived with permission of the Superintendent.
 5. Personal days may be used for attendance at a school graduation of a son,

daughter, husband, or wife. If the date would extend a holiday break, this will be an exception to Article X, C, 1.

- D. Teachers may, upon the approval of the Superintendent, visit other schools or attend educational conferences or conventions without loss of pay.
- E. If a teacher shall be called for jury duty or as a witness to give testimony before a Court of competent jurisdiction on behalf of the Board of Education, the teacher, shall receive the normal salary, with any remuneration for jury duty being paid to the district and the teacher keeping the mileage remuneration.
- F. Teachers may receive up to a maximum of five (5) funeral days per school year for death in the immediate family as herein before defined. (See A, 2)
- G. The Association shall be credited with eighteen (18) days per year, with no more than six (6) man-days taken at any one time (i.e., these six (6) days being used in any combination totaling this number). The Association agrees to notify the Board, or its agent, no less than forty-eight (48) hours in advance of the date for intended use of said leave. The Association agrees to provide the reimbursement to the General Fund of the Board of Education for substitute pay when such leave is taken.
- H. The Superintendent has the option to grant any sick leave or personal leave based on individual needs, such as being able to chaperone a child's field trip, household emergencies, but not to extend a holiday or vacation. This does not allow the superintendent to grant more sick and or personal days than the individual has earned. Any exceptions are not precedent setting.

ARTICLE XI - UNPAID LEAVES OF ABSENCE

- A. Leaves of absence without pay may be granted for the following enumerated reasons and conditions listed thereunder upon written request of the teacher to the Board of Education. These leaves will be granted in the sole discretion of the Board of Education which reserves the right to specify the beginning and terminating dates of the leaves of absence. Requests may be filed for:
 - 1. Study related to the teacher's licensed field. This leave of absence will be considered for the maximum length of one (1) year.
 - 2. Participation in exchange teaching programs.
 - 3. Foreign or military teaching program.
 - 4. Peace Corps.
 - 5. Teacher Corps.
 - 6. Job Corps
 - 7. Elected government positions
 - 8. Appointed government position
 - 9. Other leaves of absence may be granted without pay in the sole discretion of the Board of Education upon receiving from the requesting teacher, in writing, the purpose of the leave of absence, probable advantage to the school district, length

of leave requested, and such other information that will assist the Board of Education in making a decision concerning the leave of absence.

10. Leaves required by law and within the legal constraints of this agreement.
- B. With the Board's approval, a leave of absence up to a period of one (1) year shall be granted to any employee for the purpose of child care to commence at the conclusion of a disability leave (or in the case of an adoption, on the date that custody is granted) or to care for a child with a serious health condition. Any period of leave after the exhaustion of the rights guaranteed under the Family and Medical Leave shall be without pay and/or benefits for a period not to exceed one (1) year.

An unpaid leave of absence taken for the purpose of caring for a child with a serious health condition or because of the birth of a child (and in order to care for that child) or due to placement for adoption or foster care, as defined by the Family and Medical Leave Act, shall be taken concurrently with the foregoing leave provision to the extent of the teacher's eligibility under the Family and Medical Leave Act. Leave taken under this section in connection with the birth of a child or due to placement for adoption or foster care must be concluded at the end of the twelve (12) month period beginning on the date of birth or placement, as is applicable.

1. Reinstatement shall be to a position within the teacher's certification as indicated in Leaves of Absence / Family and Medical Leave Act (Article XII, F).
2. An extended leave may be granted up to a period of one (1) year through written request of the teacher. Upon return from the extended leave, reinstatement shall be to the first available position for which the teacher is certified.
3. Use of the above leave for purposes other than childcare may result in dismissal.

C. Any teacher anticipating adoption of a child may apply for the adoption leave, which shall be granted upon the following conditions:

1. The teacher shall apply for the leave within fourteen (14) days after receiving the initial approval for adoption from the supervising agency.
2. The request shall contain probable length of leave and date of commencement if known at that time. If not known at the time of the initial request, the teacher shall notify the Board, upon receipt of notice of placement by the supervising agency, of the anticipated date of commencement of the leave.
3. The Board reserves the right to specify beginning and ending dates to correspond with the beginning or ending of a school year, semester, or marking period.
4. Said leave may be granted up to a maximum of one (1) year at the discretion of the Board, and, upon written request, may be renewed subject to the applicable provisions of the original request.
5. In the event of unforeseeable circumstances, the teacher may request, in writing, reinstatement prior to the expiration of the original leave request. The Board, in

such instances, reserves the right to approve or deny such requests on an individual basis.

- D. A teacher may apply, in writing, to the Board for a leave of absence stating the reasons therefore at least sixty (60) days in advance of the requested beginning date. The Board may, in its discretion, grant such a leave specifying the beginning and ending dates of the leave with such not exceeding one (1) school year.
- E. In the event the Board shall place a tenure teacher on an unrequested leave of absence in accordance with Article V, section 2 of the Tenure Act, the teacher shall have the right to be returned to a teaching position within his/her certification.
- F. It is expressly understood that all of the foregoing leaves of absence without pay shall not entitle the teacher to accumulation of any benefits unless required by law. However, return at the specified date of termination will entitle the teacher to restoration of all benefits previously under this contract. Upon return from the leave of absence, the teacher shall be placed upon the appropriate step of the salary schedule without credit for the time during the leave of absence. A leave shall not exempt a teacher from the provision of the layoff procedure contained in this contract.
- G. Any teacher failing to return from a leave of absence on the date specified for the termination of the leave shall conclusively be deemed to have resigned from the school system. For convenience sake when requested by the teacher, the administration will mail notice two (2) weeks in advance of the termination date of the leave.
- H. Teachers who are elected or appointed full-time officers or staff of the ECEA, MEA or NEA should be given a leave of absence without pay provided written application is submitted sixty (60) days in advance of the projected commencement of the leave.
- I. In the event a teacher takes an unpaid day of leave, the teacher will be "docked" (a reduction of) their salary at the rate of 1/187 for each unpaid day taken and adjusted on the seniority list accordingly. Taxes, retirement, and insurance will not be deducted from a teacher's salary for an unpaid day of leave unless said leave is covered elsewhere in this article. Upon request, the association president shall be notified of any and all teachers who are granted a day(s) without pay to allow for accuracy of the seniority list.

ARTICLE XII- FAMILY MEDICAL LEAVE ACT

LEAVES OF ABSENCE AND FAMILY MEDICAL LEAVE ACT

General Provision

To the extent required by the Family and Medical Leave Act, an eligible employee shall be granted leave and the other rights specified by that law. The district has adopted the rolling twelve-month method of calculating Family Medical Leave Act Entitlement. When leave is taken by an eligible bargaining unit member under the FMLA, the District shall likewise enjoy

all rights afforded it by that law, whether or not the same are specifically enumerated in this Agreement. The parties intend that the provisions of the FMLA, including District and eligible bargaining unit member rights and responsibilities, shall prevail over the terms of this Agreement to the extent of any conflict or inconsistency. This provision does not confer upon bargaining unit members' greater rights of benefits than those for which they may be eligible under the Family and Medical Leave Act.

Specific Provisions

A. "Substitution" of Leave for FMLA Leave

1. For purposes of the Family and Medical Leave Act sick leave allowed and which is taken under this Article shall be charged against the teacher's leave entitlement under the Family and Medical Leave Act, at the election of either the Board or the teacher. This shall apply to:

- a. Sick leave which is utilized pursuant to this Article to care for a family member (child, spouse, parent, or family member of whom the employee is the legal caregiver) with a serious health condition, including where a teacher must make arrangements for necessary medical and/or nursing care.
- b. Sick leave which is utilized pursuant to this Article due to a serious health condition, which renders the teacher unable to perform the functions of his/her job.

B. Eligible employees shall be granted paid or unpaid leave to the extent required under the provisions of the Family and Medical Leave Act for the purposes and subject to all of the terms and conditions of that Act and its implementing regulations. Any unpaid leave, which is otherwise available under the provisions of this Agreement for the same purposes for which leave is required to be provided under the Family and Medical Leave Act, shall be used concurrently with the leave provided under the Family and Medical Leave Act and shall be credited toward fulfilling the leave entitlement of an eligible employee under the provisions of the Act to the extent permitted by the Act and its implementing regulations. In other words, unpaid or paid leave over three or more consecutive days shall be applied as sick leave and FMLA leave concurrently.

C. Notice of Intent to Take Leave

Teachers requesting leave under this Article shall provide written notice of their intent to take leave at least thirty (30) days prior to the date on which leave is to commence where the need for leave is foreseeable. If the teacher must begin medical treatment sooner, or if the need for leave is not foreseeable, notice shall be given as promptly as is practicable under the circumstances.

D. Medical Verification

1. Employees taking leave under this Article for medical and/or psychological reasons shall provide appropriate verification of the necessity for leave, and the employee's fitness to return to duty at the conclusion of the leave. The Board has the right to require that a second opinion (at Board expense) be obtained. If that opinion differs from that of the employee's health provider, the employee and

Board (with consultation with the Association, if requested by the employee) shall mutually designate a third health provider whose opinion relative to leave eligibility or initial fitness to return to work shall be considered final and finding on the Board, employee and Association. The cost of this examination shall be paid by the Board.

2. The Board shall have the right to require recertification during the leave period and medical certification of the teacher's fitness to return to duty at the expiration of the leave period.

E. Intermittent Leave (special rules/instructional employees)

When a teacher requests intermittent leave or reduced schedule leave to which the teacher is entitled under the Family and Medical Leave Act and would be on leave for more than twenty percent (20%) of the total number of working days over the period the leave would extend, the Board may require that the teacher take leave for a period not to exceed the duration of the planned treatment.

F. Return from FMLA Leave

Restoration from leave shall be to the employee's former assignment or to any assignment within the bargaining unit for which the returning individual is certified (or approved, as applicable) and qualified. This shall be considered as restoration to an equivalent assignment for purposes of the Family and Medical Leave Act.

G. Recovery of Insurance Premiums

If an eligible employee fails to return from an unpaid leave during which the employee received a continuation of paid benefits under the Family and Medical Leave Act, the amount paid for continuation of these benefits shall be repaid to the Board, unless the employee was otherwise entitled to the continuation of the benefits under other sections of this agreement. Repayment shall be made within fifteen (15) days after a demand for payment or according to a repayment plan agreed upon between the employee and the Board. Any amount or portion thereof, which is owing for repayment will be deducted from any wage or other payments owing to the employee. Any remaining deficiency owing for repayment shall be collectable by initiating legal action against the employee for repayment, if not remitted within fifteen (15) days after the demand for repayment is made.

ARTICLE XIII - EVALUATION PROCEDURE

- A. The evaluation of the performance of each employee in the school system is the responsibility of the administration. Before evaluation begins in any school year, the building administrator will meet with the teacher (s) in his/her building to discuss criteria for evaluation.
- B. All formal monitoring and observation of the work of a teacher shall be conducted openly and with the teacher's knowledge.

- C. The Board and the Association recognize that the ability of pupils to progress and mature academically is the combined result of school, home, economic, and social environment and that teachers alone cannot be held accountable for all aspects of the academic achievement of the pupil in the classroom.
- D. The administration will assist teachers in improving instruction through direct observation of the teacher's work and through providing written summaries of those observations. Each formal evaluation will be based on (2) two observations and other criteria listed in the contract. The two formal observations will be conducted within ten (10) working days from the date of the 1st observation, with one being at least 60 minutes or a class period and the other at least 30 minutes. Probationary teachers will have two (2) formal evaluations at least 60 days apart and completed prior to April 1. Tenured teachers shall be evaluated at least once every three (3) years. By October 1st of each school year, a tenured teacher needs to meet with the building administrator to review the teacher's self-evaluation and any goals that were developed as a result of the most recent evaluation. Observations of tenured teachers need to be completed by May 15. The performance evaluation shall be based on both observations and for probationary teachers, progress in meeting the goals set in his/her written IDP shall be included. A teachers' written Individual Development Plan will be developed by the Administration as required by the Teacher Tenure Law.
- E. After the formal observation of a teacher, the administrator shall provide the written summary, with recommendations if necessary, to the teacher within ten (10) working days from the second formal observation. The administrator shall schedule a conference with the teacher to discuss the written evaluation.
- F. A teacher shall receive a copy of the written evaluation and shall have the right to make comments (in writing) in response to the evaluation. Said written rebuttals or clarification shall be attached to the copy placed in the teacher's personnel file within ten (10) working days of the conference.
- G. If an administrator believes a teacher is doing unacceptable work, the reasons therefore shall be set forth in specific terms as shall an identification of the specific ways in which the teacher is to improve, as described in the Individualized Development Plan (I.D.P.).
- H. The formal evaluation form to be used is attached hereto as Appendix B.
- Another instrument may be substituted for the form in Appendix B provided that the substitute instrument has been agreed upon by the principal (s) and his/her staff and that a copy of that instrument has been placed on file with the President of the Association and the Superintendent of Schools. This file copy shall have attached a written statement of acceptance signed by a three (3) member faculty committee, selected by the teachers in the building, and the head building administrator. It is understood that this process must be followed each year this Agreement is in effect in order to use an instrument different than the recording form in Appendix B.
- I. Any complaint made against a teacher by a parent, student or other person which will be used in any evaluation, disciplinary evaluation action, or added to the personnel file, shall be promptly called to the attention of the teacher.

ARTICLE XIV - PROFESSIONAL IMPROVEMENT

- A. The Board agrees to provide funds for teachers attending conferences, professional or inservice training sessions approved by the Superintendent. Teachers shall make written application and receive approval prior to making plans to attend such functions. The expenses incurred shall be reimbursed upon receipt of the approved expense voucher (s), which are available in each building office. No loss of compensation will occur.
- B. The Board shall provide reimbursement for graduate college classes with the following limitations:
1. Only teachers who are under contract with the school district at the time of enrollment in the course, completion of the course, and at the time of reimbursement may seek reimbursement from the district.
 2. A graduate college course must have approval by the Superintendent prior to enrollment in the course.
 3. Teachers wishing to receive reimbursement shall provide a transcript to the Superintendent within 30 days of their receipt of the transcript.
 4. Reimbursement for the course can be requested at the time the Superintendent receives the course transcript and cannot be sought more than one year after the Superintendent receives the course transcript.
 5. Only graduate college classes in which the teacher earns an 80% or B or better (pass on a pass/fail system or credit on a credit/no credit system) are eligible for reimbursement.
 6. The district will reimburse a maximum of \$90 per graduate credit hour.
 7. Books, materials, and fees are not eligible for reimbursement.
 8. Reimbursement can only be considered for the following types of graduate courses:
 - a. Graduate courses directly related to the teacher's teaching assignment or area of certification
 - b. Graduate courses leading to an additional certification as agreed upon with the Superintendent
 - c. Graduate courses in school leadership
 - d. Graduate courses in school counseling
 - e. Teachers who have completed coursework in a planned program that does not meet the above guidelines by July 1, 2003.
 9. In the event the teacher leaves the district (except in the case of layoff) before completing one year of service from the date of course completion, the said teacher will be expected to refund the reimbursement. The Board has the right to deduct the refund from the last paycheck if not received by the processing time of the last paycheck for that school year.

ARTICLE XV - CONTINUITY OF OPERATIONS

- A. The Association recognizes that strikes, as defined by Section 1 of Public Act 336 of 1947 of Michigan, as amended, by public employees, are contrary to law and public policy. The Association agrees that during the term of this Agreement it will not direct,

instigate, participate in, encourage or support any strike against the Board by any employee or group of employees.

ARTICLE XVI - SPECIAL AND STUDENT TEACHING ASSIGNMENTS

- A. The Board agrees to make every effort to provide intern teachers with texts, guides, and building policies to assist them during this period.
- B. The Board and the Association agree that extra curricular assignments will be made on a voluntary basis. Both parties further agree that where qualified members of the Association have been given the opportunity to fill said Schedule B assignments and have declined such, the Board is free to fill said positions with individuals outside the bargaining unit, with exceptions as noted on Schedule B. Bargaining members must apply annually and must not have been terminated from the position. It is mutually agreed upon that the term "qualified" means that the teacher has the necessary knowledge and desire to fulfill the responsibilities of the position for which they are applying.
- C. Assignments of the driver education and summer school program will be made by the Board on the basis of preference to certified OEA members.
- D. Assignment and supervision of student teachers shall be on a voluntary basis. Said supervising teachers shall have attained tenure status with the District. The assignment of a student teacher needs to be approved by the building administrator.

ARTICLE XVII - STUDENT DISCIPLINE AND TEACHER PROTECTION

- A. If a classroom teacher has reason to believe a student under his/her supervision should appropriately be referred for special services through Intermediate School District or other services available to the Board, the teacher shall request a referral form from the principal and discuss the particular student behavior with the principal. Upon completion of the referral form by the teacher and approval by the principal and the parent, the form shall be forwarded to the Intermediate School District. It is understood that progress on the referral once forwarded to the Intermediate School District lies solely with the Intermediate School District. The principal will provide the teacher with information he/she receives as it becomes available and where permitted by law.
- B. Any case of assault upon a teacher by a student shall be promptly reported to the building principal.
- C. A written statement by the Board governing use of corporal punishment of students shall be publicized to all teachers at the beginning of the school year or upon subsequent modification thereof. Teachers involved as a defendant in civil litigation where the teacher acted in accordance with state statute and Board policy as determined by the Board pertaining to corporal punishment, may request legal assistance through the Board's attorney if they are not otherwise protected by insurance. Upon such request, the Board shall provide legal assistance through trial if necessary. The Board shall have the right to control settlement and appeals for its obligation hereunder shall be at an end. Time lost as a result of litigation will not be charged against the teacher's leave days

where the Board has determined the teacher has acted within the scope of Board policy and state statute.

D. Least Restrictive Environment and Medically Fragile Students The parties acknowledge that the policy of Least Restrictive Environment (LRE) is legally mandated. In the event that teachers are asked to perform medical tasks/duties for medically fragile students, teachers shall be adequately trained before being required to complete these duties. There shall be a written plan that provides a written description of the duties, a schedule for completing duties, the name of the person responsible for said duties, and the name of an additional staff member who can complete the duties in the absence of the teacher normally performing the duties. The Board and Association agree that "medically fragile" refers to any and all students who need special medical attention during the course of a school day. Medical training shall be provided to teachers by a person with appropriate medical background and training.

G. The board, administration and association recognize student discipline is a shared responsibility. The association recognizes its members' responsibility to teach their assigned curriculum and maintain an appropriate and orderly learning environment in their classroom. Teachers need to act in such a way as to develop positive relationships with their students (firm, fair, friendly and consistent) and establish clear expectations for student behavior. Teachers should make every effort to follow the principles of progressive discipline, as outlined in the student handbook, for minor behavioral infractions.

Situations in which the student is disrespectful, insubordinate or in violation of rules, with exception, will lead to an automatic suspension. The Board and Administration recognize their responsibility to give reasonable support and assistance in the maintenance of control and discipline in the classroom and agree:

1. In most situations, consistently and fairly enforce the rules and regulations of the buildings' student handbook.
2. If an administrator determines to change or overrule a consequence assigned by a teacher he/she will do so in a manner that does not undermine the teacher's authority.
3. If administrator assigns a consequence on their own, the teacher will be notified of consequence within three (3) days of infraction by student.
4. If administrator wishes to alter a consequence assigned by teacher, the administrator will first confer with teacher prior to assigning consequence to the student.

F. The Board will reimburse teachers on duty for damage or destruction of clothing or personal effects as a result of student misbehavior where the teacher is acting within the scope of Board policy if not otherwise covered by insurance.

G. A teacher may exclude a pupil from one class when the grossness of the offense, the persistence of the misbehavior, or the disruptive effect of the violation makes the continues presence of the student in the classroom intolerable. In such cases, the teacher

will direct the pupil to the principal's office and shall give full particulars of the incident to the principal.

- H. All teachers are covered by Michigan's Worker's Compensation Law. Accidents and injuries are to be reported to the employee's supervisor immediately. Employer liability shall be in accordance with the law.

ARTICLE XVIII - SENIORITY, LAYOFF AND RECALL

- A. The Association acknowledges that among the rights reserved by the Board of Education is the authority to curtail programs including the establishment of partial day sessions and to reduce staff when, in its judgment, efficient operation of the Schools.
- B. In the event it becomes necessary to reduce the number of teachers through layoff from employment the Board shall lay off in accordance with the following:
 - 1. Qualified teachers by certification (as defined by elements of mandated law as they become effective) and seniority shall be retained. The district will reimburse the teacher for the cost of the certification test when the teacher passes the test. The intent of this reimbursement is to pay for the test that is passed.
 - 2. Tenured teachers will be given priority over probationary teachers where the tenured teacher is both certified and qualified for the remaining positions.
- C. Seniority shall be determined from the last day of hire. Teachers who have had a leave of absence without pay since their last date of hire shall not accrue seniority during such leave time, except any teacher re-employed pursuant to the federal Uniformed Services Employment and Reemployment Rights Act of 1994 (USERRA, or successor statute) shall continue to accrue seniority while on leave, to the extent mandated by USERRA or a successor statute.

Regular employed part-time teachers shall accrue seniority the same as full-time teacher. Term substitutes shall not accrue seniority during the period of their employment as term substitutes unless they are immediately thereafter hired on a permanent basis. Title I and other special or federal program teachers shall accrue seniority the same as all other teachers. "Date of hire" shall be defined as the first day the teacher reported for work pursuant to instructions by the Board. If two or more teachers have the same last "date of hire," a drawing will be held at a time and place which will reasonably allow the teachers and Association representatives to be present for the purpose of final determination as to their ranking on the seniority list.

- D. At the beginning of each school year the Administration shall prepare a seniority list. The list shall be submitted to each member of the bargaining unit for their review no later than the first school day in October. Any errors or disagreements regarding the seniority list shall be submitted, in writing, to the Association President and Superintendent no later than the first school day in November. The parties shall meet to resolve any differences if necessary during the month of November. If no differences exist or if no

grievances are filed on unresolved differences by the last school day in November, the seniority list may not thereafter be challenged and it shall be conclusively deemed correct. The final seniority list shall thereafter be given to the Association for distribution.

- E. Notice of Layoff. In the event the Board determines a layoff is necessary, it shall compile a list of the teachers to be affected and submit same to the Association President and the affected teachers. Any errors or disagreements regarding the proposed layoff list shall be submitted in writing to the Superintendent within seven (7) days of receipt of the list. In the event the parties cannot agree upon a list, said dispute may be submitted to binding arbitration (in accordance with the final step of the grievance procedure) within fourteen (14) days of receipt of notice at the request of the Association.
1. Layoff notices shall be in writing specifying the effective date of layoff.
 2. A teacher shall be notified of layoff by certified mail, return receipt requested, to the last known teacher's address as filed with the administration.
 3. No teacher shall be laid off for any school year or portion thereof unless notified of said layoff at least thirty (30) calendar days prior to the effective date of the layoff.
- F. Where the Board effectuates a recall, it shall be in inverse order of layoff provided the teacher is certified and qualified to fill the position. Notice of recall shall be made by certified mail, return receipt requested, to the last known address of the teacher being recalled. The teacher shall notify the Superintendent of his/her intention to return within fourteen (14) days from the date of receipt of the notice or be conclusively considered resigned. The local Association President will be notified in those cases where the recall notice is returned unsigned. Rights of recall shall not exceed three (3) years.
- G. In the event of a necessary reduction in staff, the Board agrees to actively consider all requests for leaves of absence as an alternative to staff reduction.
- H. Teachers who may be returning from a leave of absence and who will be affected by a projected layoff, shall receive notice of layoff in accordance with the provisions of paragraph E above.
- I. All fringe benefits shall terminate as of the effective date of layoff except health insurance premiums earned in advance of layoff will be continued until the proration runs out. An employee may continue group benefits at his/her own expense provided the insurance carrier permits and as is provided by law.
- J. In the event that teacher is placed on layoff during the months of June, July, and/or August of any year this contract is in effect, collects, unemployment compensation, and is subsequently recalled to a teaching position, it is clearly understood that the teacher's salary shall be adjusted so that the combination of unemployment compensation and teacher wages shall not exceed what the teacher would earn for the year on the teacher salary schedule in effect.

1. The means of adjusting the teacher's compensation shall be worked out between the teacher and the business office of the District within the first ten (10) days of the teacher reporting back for duty.
2. The Board agrees to hold the Association harmless from any and all costs, claims, suits, or other forms of liability that may arise out of any action taken by the Board or administration in reliance upon or compliance with the provisions of this Article.

ARTICLE XIX - COMPENSATION

- A. The salaries of teachers covered by this Agreement are set forth in Schedule A which is attached to and incorporated in this Agreement. The salary schedule is based upon a normal teaching assignment and on the regular school calendar herein defined.
- B. The salaries to be paid for extra and/or co-curricular activities are set forth in Schedule B which is attached to and incorporated as part of this Agreement.
- C. When asked by an administrator or designee to substitute for another teacher for 15 minutes or more, a teacher shall receive additional compensation at the rate of \$24.00/hour (60 minutes).
- D. Participation in extra-curricular events after the regular school day shall be voluntary.
- E. Teachers required in the course of their work to drive personal automobiles from one school building to another shall receive a car allowance of current I.R.S. mileage rate, payable at the end of the school year upon receipt of an itemized travel voucher. The same allowance shall be given for use of personal cars for field trips or other business of the district approved by the Superintendent.
- F. A teacher engaged during the school day in negotiating on behalf of the Association with representatives of the Board or participating in any professional grievance negotiation, including arbitration, shall be released from regular duties without loss of salary.
- G. If a substitute teacher is hired as a full-time professional employee, they will be given credit on the pay scale as follows:
 1. Seventy (70) days of substitute teaching in one (1) school year or sixty (60) consecutive days in one (1) year shall be equal to one-half (1/2) year of the pay scale.
 2. One hundred fifty (150) days of substitute teaching or one hundred twenty (120) consecutive days of teaching in one (1) year shall be equal to one (1) full year of experience.
 3. Written verification of substitute days shall be the responsibility of the teacher seeking employment.

4. Time shall be allowed only for substitute service in this school district.
- H. A severance payment of one percent (1%) of Step 1 – BA+30/MA of the current year, per year of service, shall be paid upon terminating employment, providing the teacher shall have been employed in this school district for fifteen (15) years.
- I. Teachers may be given full credit, up to a maximum of eight (8) years of experience on the Salary Schedule as set forth in Appendix A for full years of teaching experience in any school district.
- J. At the beginning of each school year teachers shall be advanced to the appropriate step on the salary schedule.

Certified professional employees hired or rehired on a full-time basis after having taught in the District on a less than full-time basis shall earn credit toward advancement on the appropriate salary schedule as follows:

1. An individual who teaches at least one (1) period per day per school year shall receive one-half (1/2) step credit for each two (2) years of employment at such levels.
 2. An individual who teaches two (2) periods per day per school year up to the equivalent of a half-day (1/2) assignment, as per the staff in the building assigned, shall receive one-half (1/2) step credit for each year so employed.
 3. An individual who teaches more than half-time per school year, but less than full-time, shall receive one (1) full step credit on the appropriate salary schedule for each year so assigned.
 4. Individuals who are assigned on a part-time basis, as herein defined, for a semester or more, but less than a normal schedule for a full school year, shall earn salary advancement credit at one-half (1/2) the rate described within provisions 1, 2, and 3. However, no advancement credit will be recognized until such time as the earning of such credit falls within the specifications of provision five (5).
 5. It is expressly understood that salary credit experience shall be granted only in half-steps (1/2) or full-steps as per this provision and not in any fractional portions thereof.
- K. The teacher shall have an option of choosing to be paid on a twenty-two (22) or twenty-six (26) pay period basis. Such option shall be made in writing prior to the end of the first day of school.
 - L. Regularly employed part-time teachers will be paid on a prorated basis in accordance with the salary schedule and for fringe benefits. However, preparation periods will not be allowed for any teacher teaching one-half (1/2) time or less.

Due to the nature of guidance counselor and social worker positions, it is permissible to be hired part-time without a specified length of preparation period.

M. An affirmative attendance policy is hereby instituted and shall be implemented as follows:

1. Teachers who do not use any sick leave time in any given year shall be compensated at the current substitute teacher rate for three (3) days.
2. Teachers using no more than one (1) sick leave day in any given year shall be compensated at the current substitute rate for two (2) days.
3. Teachers using no more than two (2) sick leave days in any given year shall be compensated at the current substitute teacher rate of one (1) day.
4. Teachers who do not use any personal days in any given year shall be compensated at the current substitute teacher rate for (2) days.
5. Teachers using no more than one (1) personal day in any given year shall be compensated at the current substitute teacher rate for (1) day.

N. All hours taken by any member of the teaching staff, in order to be applicable to lateral transfer in salary columns, must conform to the following interpretations:

1. Hours for student teaching shall not count unless approved by the Superintendent prior to enrollment in the course. Approval of any and all credit hours shall not be unreasonably or unjustly withheld by the Superintendent. It is agreed that three (3) term hours shall equal two (2) semester hours.
2. BA+18 - Hours must be taken after the acquisition of the provisional certificate and must be applicable to the permanent/continuing certificate. If hours are not accepted by Department of Education for purposes of permanent/continuing/professional certification (BA+18 or BA+30), they shall not count at a later date for any other lateral column unless they were taken pursuant to a Masters or Ed Specialists degree, or received prior written administrative approval. Any teacher who shall be required to enroll in a specific course through administrative directive shall be entitled to apply the same toward placement on the appropriate salary schedule. Administrative directives to take certain courses must be in writing and approval forms must be signed.
3. BA+30/MA - The successful completion of twelve (12) additional hours of graduate credit after placement of the BA+18 column will qualify the employee for placement on the BA+30/MA salary schedule provided said hours are approved by the Superintendent and the employee has acquired permanent and/or continuing certification. Exceptions: Hours taken toward a Master's degree in a college-approved program or pursuant to a 30-hour permanent certificate as per D.O.E. R390.1133. It is understood that the teacher proceeds at his/her own peril if the hours taken pursuant to this exception have not received prior approval of

the Superintendent and for whatever reason the teacher does not receive either the MA or 30-hour permanent certificate.

4. MA+15 - All hours taken in order to qualify must be taken after the acquisition of the Master's degree, must be in the field of education or teacher certification, and must be at a graduate level. Approval of the Superintendent is required prior to enrolling in the course. A Master's degree which requires forty-five (45) graduate semester hours beyond a Bachelor's degree shall qualify an employee for placement on the MA+15 salary schedule.
 5. MA+30/Ed. Specialist - In order to qualify for this column, all hours must be taken and be applicable to a "planned program in the field of education". The planned program means planned by the college or university and not just the teacher. A two (2) year Master's program shall be defined as requiring sixty (60) or more hours of graduate credit beyond a Bachelor's degree.
 6. (a) In order to be eligible to advance to another column, proof of successful completion in the form of a college transcript, copy of the certificate, or a letter from the state Department of Education, Division of Certification, indicating the certificate will be issued, or if a college transcript of a course is not available, a letter from the course instructor or registrar's office will suffice. One of the above-enumerated proofs must be on file with the Superintendent prior to September 5th or January 15th of the year in which the course was completed. No retroactive payment will be permitted for late filing.

(b) Adjustment dates for transfer from one salary schedule to another shall be September 5th and January 15th.
- O. Credit on the salary schedule may be given at the discretion of the Superintendent up to a maximum of two (2) years for related business or educational experience in the case of newly employed teachers.
- P. Teachers who teach an extra assignment during their planning period, before, or after their regular school day will be compensated additionally on a pro-rata basis the same as any other extra teaching assignment which is curriculum driven at 1/8 for grades 9-12, 1/7 for 6-8, and calculated at the daily/hourly rate for grades K-5. If the schedules change, the same principle referred to above will be followed and will need to be negotiated (i.e. 1/7 for a seven period day).
- Q. CEU credits will apply to movement on the salary schedule. It is agreed that 10 contact hours will equal 1 CEU and 3 CEU's equal 1 semester of credit. CEU credits must be certified by the State Department of Education and approved by the Superintendent before attending the conference.
- R. Longevity payments shall be provided as follows: After a teacher has completed 15 years of service with Olivet Community Schools, he/she will receive an annual stipend of \$1,475.00. A teacher with 20 or more years of service with the District will receive a stipend of \$1,975.00. A teacher with 25 or more years of service with the District will receive a stipend of \$2,275.00. The stipend will be paid in the last pay in June.

ARTICLE XX - INSURANCE PROTECTION

- A. The Board shall make available MESSA's PAK protection for a full twelve (12) month period for the employee's entire family. It is the employee's responsibility to sign up for this coverage.
- B. Teachers may select one of the following fringe benefit plans:
1. For those enrolled in Plan A, this shall be, inclusively and limited to the same, MESSA's Tri-MedXVA2, Delta Dental Plan (80/80/80), \$1000 annual maximum; 80: \$1,300 orthodontics lifetime maximum; twenty thousand dollars (\$20,000) negotiated life, \$20,000 AD&D, and vision, VSP-2.
 2. For those employees not wishing health insurance, coverage shall be as follows: Delta Dental Plan 03 (50/50/50), \$1,000 annual maximum; 80: \$1,300 orthodontics lifetime maximum; vision -- VSP-3, and twenty-five thousand dollars (\$25,000) in negotiated life insurance, \$25,000 AD&D.
In addition for employees selecting the above, the coverage may be supplemented by any of the MESSA, MEA Financial Services, MEA or NEA sponsored options. The cash-in-lieu payment will be equal to the single subscriber rate.
- C. Teachers shall be provided LTD at the following specifications: 70%, \$3,500 maximum, 60 calendar days - modified fill, Freeze on offsets, Alcoholism/drug addiction 2 years, Mental/nervous 2 years.
- D. The district will pay \$14,606 (05-06 Pak Rate) plus 55% of the amount of the increases over that base amount for the above insurance package. Therefore, each teacher subscribing to medical insurance would pay the difference between the above amount and the actual cost toward their insurance premium. These payments shall be payroll deducted beginning July 1, 2006. The teacher has the option of signing an agreement authorizing that any such premium amounts be payroll deducted through the District's Section 125 Plan. When a teacher is on 22 pays and becomes responsible for premium payments under this provision during the summer, payroll deduction of those premium amounts shall be made from the teacher's salary in the ensuing school year.
- E. Negotiations for the 2007-2008 school year shall begin by March of 2007. If the OEA wants to change insurance policies for 2007-2008(MESSA or another) and the new policy is more cost-effective (5% less than the 2006-2007 MESSA Tri-Med rate), the above insurance cap will be null and void. The new insurance premium rate and possible cap would be re-negotiated for the new contract.
- F. If a husband and wife are members of the same bargaining unit, one will be eligible for A-1 and the other A-2 as described in Sections A-1 and A-2 of this Article.
- G. During the life of this contract no options other than those listed herein shall be added to and/or become a part of the PAK Program at District expense.

- H. The Board shall allow the Tax-Deferred Annuity plans with (6) six companies through salary reduction pursuant to Section 403b and 457b of the IRS code of 1954 and 2001, as amended. Additional companies maybe added if there are at least (5) five enrollees.
- I. An employee that teaches at least ten (10) days in any month of the school year will have the fringe benefits continued at the employer's expense as above specified for that month. Any employee that teaches less than ten (10) days in a month may continue fringe benefits at his/her own expense provided it is allowed by the carrier of the insurance.

An employee that teaches at least ten (10) days in any month ... "shall include any and all paid leaves granted pursuant to Article X of the Master Agreement." It is recognized that holidays, vacations and other periods when school is not in session as negotiated in the school calendar and that "Act of God" days shall serve as exceptions to the requirement for teaching ten (10) days in any month.
- J. An employee that works the entire school year (9 months) will be entitled to twelve (12) months of insurance.
- K. Payroll deduction shall be available for all current MESSA Programs. Any additions other than the above shall be made by a joint decision of the Board and the Association.
- L. The District will develop and implement a Section 125 Plan (cash in lieu of benefits for contributions to insurance plans). The District will choose the organization, which administers the Section 125 plan.

ARTICLE XXI - GRIEVANCE PROCEDURE

- A. A grievance shall be an alleged violation, misinterpretation or misapplication of the expressed terms of the contract.

The following matters shall not be the basis of any grievance filed under the procedure outlined in this Article:

- 1. The termination of services of or failure to re-employ any probationary teacher.

It is expressly understood that the grievance procedure shall not apply to those areas in which the Tenure Act prescribes a procedure or authorizes a remedy (discharge and/or demotion).

- B. The Association shall designate building representatives to handle grievances when requested by the grievant. The Board hereby designates the principal of each building to act as its representative at Level One as hereinafter described and the Superintendent or his/her designated representative to act at Level Two as hereinafter described.
- C. The term "days" as used herein shall mean days in which school is in session.

D. Written grievances as required herein shall:

1. Be signed by the grievant, grievants or the Association.
2. Be specific.
3. Contains a synopsis of the facts giving rise to the alleged violation.
4. Cite the section or subsections of the contract alleged to have been violated.
5. Contain the date of the alleged violation.
6. Specify the relief requested.

Any written grievance not substantially in accordance with the above may be rejected as improper. Such rejection shall not extend the time limits hereinafter set forth except a grievance shall be returned for correction to the grievant. If the time limits have expired, the grievant shall have one (1) day in which to correct the grievance and resubmit same before the grievance shall be denied as untimely.

E. Level One - A grievant shall, within five (5) days of the alleged occurrence of the grievance, orally discuss the matter with the building principal in an attempt to resolve the grievance.

If no resolution is obtained within three (3) days of the discussion, the teacher shall reduce the grievance to writing and proceed within five (5) days of said discussion to Level Two.

Level Two - A copy of the written grievance including statement of the Association's position shall be filed with the Superintendent or his/her designee. Within five (5) days of receipt of the grievance, the superintendent or his/her designated agent shall arrange a meeting with the grievant and/or the designated Association representative at the option of the grievant to discuss the grievance. Within five (5) days of receipt of the discussion, the Superintendent or his/her designated agent shall render his/her decision in writing, transmitting a copy of the same to the grievant, the Association secretary and the building principal. If no decision is rendered within five (5) days of the discussion, or the decision is unsatisfactory to the grievant, the grievance may be appealed to the Board of Education by filing a written grievance along with the decision of the Superintendent with the secretary of the Board of Education within ten (10) days from the decision or ten (10) days from the discussion if no decision is rendered.

Level Three - The Board shall establish a committee of three (3) Board members for the purpose of hearing grievances at the board level. Upon proper appeal as specified in Level Two, the committee shall, within ten (10) day of filing the appeal with the Board, meet with the Association representatives and/or the grievant as well as the administrative representatives for the purpose of hearing the grievance. The committee shall then prepare a report to be given to the full Board containing its recommendation and the Board shall, at its next regularly scheduled or special meeting (whichever shall come first), render its decision on the grievance in writing.

A copy of the written decision of the Board shall be forwarded to the Superintendent for permanent filing, the building principal for the building in which the grievance arose, the grievant, and the secretary of the Association.

Level Four - Individual teachers shall not have the right to process a grievance at Level Four.

1. If the Association is not satisfied with the disposition of the grievance at Level Three, it shall, within twenty (20) days after the decision of the Board, refer the matter to arbitration to the American Arbitration Association, in writing, and request the appointment of an arbitrator to hear the grievance. If the parties cannot agree upon an arbitrator, he/she shall be selected by the American Arbitration Association in accordance with its rules.
 2. Neither party may raise a new defense or ground at Level Four not previously raised or disclosed at other written levels. Each party shall submit to the other party, not less than three (3) days prior to the hearing, a pre-hearing statement alleging facts, grounds and defenses which will be proven at the hearing and hold a conference at that time in an attempt to settle the grievance.
 3. The decision of the arbitrator shall be final and binding upon employees, the Board and the Association; subject to the right of the Board or the Association to judicial review. Any lawful decision of the arbitrator shall be forthwith placed into effect.
 4. Powers of the arbitrator are subject to the following limitations:
 - a. He/she shall have no power to add to, subtract from, disregard, alter or modify any of the terms of this Agreement.
 - b. He/she shall have no power to establish salary scale not specifically provided in the contract.
 - c. He/she shall have no power to interpret state or federal laws.
 5. After a case on which the arbitrator is powered to rule hereunder has been referred to him/her, it may not be withdrawn by either party except by mutual consent.
 6. If either party disputes the arbitrability of any grievance, the arbitrator shall issue his/her opinion thereon prior to proceeding to the merits of the case.
 7. The cost of the arbitrator shall be borne equally by the parties except each party shall assume its own cost for representation including any expense of witnesses.
- F. Should a teacher or the Association fail to institute or appeal a decision within the time limit specified, the grievance shall automatically be denied.
- G. All preparation, filing, presentation or consideration of grievances shall be held at times other than when a teacher or a participating Association representative are to at their assigned duty stations unless the administration shall give its prior approval.
- H. Time limits may be extended by written mutual consent only.

ARTICLE XXII - SCHOOL IMPROVEMENT

- A. A School Improvement Plan (SIP) shall be defined as a plan, program, or process required under Section 1277 of the School Code of 1976 (1990 P.A. 25) or corresponding provisions of the State School Aid Act, 1979 P.A. 94, as amended.
- B. Individual membership in any School Improvement Team (SIT) shall be voluntary.
- C. Participation or non-participation in any SIP or SIT shall not be used as criteria for evaluation, discipline or discharge.
- D. Areas identified for school improvement planning are not intended to extend beyond the scope of the traditional decision-making authority of building level administrative staff.
- E. Recommendations made by any site-based committee or School Improvement Team at the building or District level which would necessitate waiver of a provision of this contract, such recommendation shall be subject to approval by the Board and the Association.

ARTICLE XXIII - MENTOR TEACHERS

- A. Each bargaining unit member in his/her first three (3) years in the public schools or in his/her first year of teaching at Olivet Community Schools shall be assigned a mentor teacher. The mentor will be chosen by the administration with input from the Association President and hired by the Board.
 - 1. General criteria for mentor teacher selection will include:
 - a) have demonstrated an excellence in teaching;
 - b) have demonstrated an ability to work with adults;
 - c) participating in professional development to remain current and maintain a high level of expertise.
- B. The mentor teacher shall be available to provide professional support, instruction, and guidance to the new teacher. The purpose of the mentor assignment is to provide a peer who can offer assistance, resources, and information in a non-threatening, collegial fashion.
- C. Mentor teacher assignments will be made in accordance with the following:
 - 1. The mentor will be a tenured member of the Olivet teaching staff whenever possible.
 - 2. Participation as a mentor teacher shall be voluntary. Participation as a mentor teacher shall be compensated, according to Schedule B. (\$750.00/year)
 - 3. Every effort will be made to match mentor teacher/new teacher who work in the same building and have the same area of certification.

4. Efforts will be made to provide reasonable release time so the mentor teacher may work with the new teacher. Where possible, the mentor teacher and new teacher shall be assigned a common preparation time.
 5. The mentor/new teacher assignment shall be for one (1) year, subject to review at any time. This assignment may be renewed in succeeding years.
- D. The purpose of the mentor/new teacher match is to acclimate the new instructor and to provide necessary assistance toward quality instruction. The Board and the Association agree the relationship shall be confidential and neither the mentor teacher nor the new teacher shall be permitted to participate in any matter related to the evaluation of the other. However, it is mutually understood that this confidentiality may need to be broken if instances of child abuse/neglect, sexual harrassment, or other unprofessional conduct, defined by the mentor and directly related to the teaching assignment, are revealed.

ARTICLE XXIV - NEGOTIATION PROCEDURE

- A. By March 1 of the year in which the contract expires, either party may, upon written notice to the other party, initiate negotiations for a successor agreement.
- B. There shall be three (3) signed copies of the final Agreement on record. A copy shall be retained by the Board, the Association and the Superintendent.
- C. The Superintendent and the designated Association representative may meet as necessary at the request of either party for the purpose of reviewing the administration of the contract and to resolve any problems which may arise. These meetings are not intended to bypass the grievance procedure.
- D. Neither party in the negotiations shall have any control over the selections of the negotiating representatives of the other party.

ARTICLE XXV - COMPLETION OF AGREEMENT

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

ARTICLE XXVI - MISCELLANEOUS PROVISIONS

- A. This Agreement supersedes and cancels all previous agreements, verbal or written or based on alleged past practices, between the Board and the Association and constitutes the entire agreement between the parties. Any amendment or agreement supplemental hereto shall not be binding upon either party unless executed in writing by the parties hereto.
- B. Any individual contract between the Board and an individual teacher, heretofore executed shall be subject to and consistent with the terms and conditions of the agreement and any individual contract hereafter executed shall be expressly made subject to and consistent with the terms of this or subsequent agreements to be executed by the parties.
- C. If any provision of this agreement or any application of the agreement to any employee or group of employees shall be found contrary to law, then such provision or application shall be deemed null and void except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.
- D. The Board and Association will share the cost of printing final copies of this Agreement.
- E. The Community School Program does not come under the terms and provisions of this Agreement.
- F. The district will pay for fingerprinting and background checks made for all current teachers, as it pertains to PA 138 of 2005.


**ARTICLE XXVII - ANNEXATION, CONSOLIDATION,
CHANGE IN SCHOOL BOUNDARIES**

- A. During the life of this Agreement, if annexation, consolidation, or the boundaries of the school District change, the Board agrees to notify the Association, in so far as it is in the ability of the Board to do so, in advance so the Association may bargain the effects, if any, of that change on its members prior to implementation.


ARTICLE XXVIII - DURATION OF AGREEMENT

This Agreement shall be effective 1st day of July, 2006 and shall continue in full force and effect through the 30th day of June, 2007.

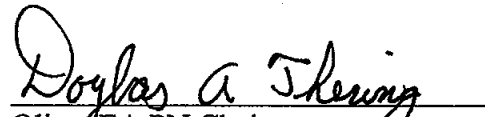
FOR THE BOARD OF EDUCATION

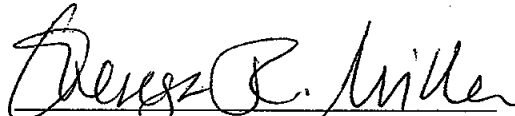

President, Board of Education


Secretary, Board of Education


Superintendent of Schools

FOR THE ASSOCIATION


Olivet EA PN Chair


Olivet EA President


MEA Uniserv Director

SCHEDULE A 2006-2007 SALARY SCHEDULE

Level	BA	BA+18	BA+30/MA	MA+15	MA+30
Step					
1	33,725	34,718	35,703	36,657	37,678
1.5	34,547	35,556	36,569	37,567	38,591
2	35,370	36,393	37,434	38,477	39,505
2.5	36,189	37,235	38,303	39,367	40,425
3	37,009	38,077	39,171	40,257	41,346
3.5	37,827	38,926	40,038	41,150	42,262
4	38,645	39,774	40,904	42,043	43,177
4.5	39,461	40,615	41,771	42,947	44,092
5	40,277	41,455	42,637	43,851	45,006
5.5	41,094	42,297	43,508	44,726	45,925
6	41,910	43,138	44,378	45,601	46,844
6.5	42,730	43,979	45,242	46,494	47,762
7	43,549	44,820	46,107	47,388	48,679
7.5	44,528	45,833	47,145	48,458	49,777
8	45,508	46,845	48,184	49,528	50,876
8.5	46,493	47,853	49,225	50,596	51,973
9	47,478	48,862	50,265	51,665	53,071
9.5	48,456	49,874	51,308	52,738	54,172
10	49,435	50,886	52,352	53,811	55,274
10.5	50,417	51,899	53,392	54,874	56,368
11	51,400	52,913	54,431	55,938	57,462
11.5	52,800	54,351	56,209	57,770	59,339
12	54,199	55,790	57,987	59,602	61,215
Longevity					
*	200	200	200	200	200
15 Years +	1,475	1,475	1,475	1,475	1,475
20 Years +	1,975	1,975	1,975	1,975	1,975
25 Years +	2,275	2,275	2,275	2,275	2,275

* A one-time payment will be provided for those teachers at Step 12 who do not earn a longevity payment AND did not step this school year.

SCHEDULE B - EXTRA CURRICULAR SALARIES

SCHEDULE B POSTINGS AND CONTRACTS: The Board and the Association agree that any paid extra-curricular position beyond a teacher's regular duties shall be referred to in Schedule B. When any vacancy occurs for a Schedule B position, the Administration shall publicize the same by giving written notice of such vacancy to the Association President and provide for appropriate posting in the teacher's workrooms and/or teacher's lounges. The vacancy shall remain posted for a period of 10 business days.

For each Schedule B position, there shall be a written job description. Teachers agreeing to fill a Schedule B position shall be presented with a written contract including said job description, position assigned, dates of employment, and salary.

NEW POSITIONS: The Board and the Association agree that newly created positions shall be placed in the appropriate salary category upon the development, submission, review, and approval of a written job/responsibility description and rationale with regard to need for the proposed new activity or sport. Said description and rationale shall be submitted to the Superintendent of Schools who shall then assemble a three (3) person committee consisting of himself/herself or his/her designee, a building principal, and the President of the Association to review and approve or disapprove of the request(s). The committee's decision shall be final subject to review only by the Board of Education.

It shall be the Responsibility of the person(s) advocating the new positions(s) to develop and submit the written documents indicated herein. No person or persons may appear before the committee to discuss said position(s) prior to the committee's review of the submitted documents nor direct a request to have same reviewed by the Board of Education.

REVIEW OF EXISTING POSITIONS: It is clearly understood that the three (3) member committee has the power, upon written request which shall include rationale for the change desired, to review the placement of existing positions in wage categories and to recommend to the Board that, because of changes in duties/responsibilities, etc., they be assigned to a higher or lower compensation category. It is understood that:

- A. Individuals wishing a change must go through this process and may not appeal directly to the Board of Education for a change.
- B. The committee, if the party affected has not initiated the request, in the event of an adverse recommendation, shall call the individual(s) before it asking for documentation to dispute the recommendation. In the event the committee's recommendation adversely affects the individual, he/she shall have the right to appeal directly to the Board.
- C. The Board of Education's decision, based upon the recommendation of the committee and/or an appeal, shall be final and binding on all parties.

**SCHEDULE B - EXTRA CURRICULAR SALARIES
2006-2007**

(Percentages are based on the BA column, plus years of experience in the activity.)

<u>FOOTBALL</u>			<u>QUIZ BOWL</u> (Min. 7)	High School	4.50
Head Coach		11.00%	<u>FFA</u>		
Assist. Varsity Coach		8.50%	Advisor-HS		8.00
Assist. Coaches (3)		6.50%	Summer		2.00
Fresh. Coach (Min. 17)		6.50%	Advisor-MS		2.00
<u>GOLF</u> (min. 7)	Head Coach	6.00%	Complete Added Cost Grant	(if available & rec'd)	1.00
<u>SOCCER</u> (min. 15)	Head Coach	6.00%	<u>SCIENCE OLYMPIAD</u>		
<u>CROSS COUNTRY</u> (min.7)	Head Coach	4.50%	High School (Min. 7)		3.00
<u>BASKETBALL</u>			Middle School (Min. 7)		3.00
Head Coach		11.00%	<u>DRAMA</u>		
JV Coach		7.50%	Director (Per play)		5.50
Fresh. Coach		6.50%	Musical Director		4.50
MS Coach		4.50%	Musical-Orchestra		3.00
MS Assist. Coach**		3.00%	Musical-Vocal		3.00
<u>FALL CHEERLEADING</u>			<u>MUSIC</u>		
Varsity Sideline (min. 7)		4.00%	Choir Director		5.00
JV Sideline (min. 7)*		3.00%	Band Director		11.00
<u>WINTER CHEERLEADING</u>			Pep Band		2.00
Varsity Sideline (min. 7)		4.00%	<u>ODYSSEY OF THE MIND</u>		
JV Sideline (min. 7)*		3.00%	High School (min. 7)		3.00
<u>MS CHEERLEADING</u>			Middle School (min. 7)		3.00
8th Grade (min. 7)		2.00%	<u>MISCELLANEOUS</u>		
7th Grade (min.7)		2.00%	Ticket Taker	\$9.00/hour	
<u>WRESTLING</u>			Curriculum Writing	\$15.00/hour	
Head Coach		11.00%	Driver's Ed Director	\$1,000.00/yr	
Assist. Coach (min. 20)		4.50%	Driver's Ed Instructor	\$21.89/hour (06-07)	
MS Coach		4.50%	Tutoring	\$21.89/hour (06-07)	
<u>VOLLEYBALL</u>			Curriculum Coord.	\$750.00***/****	
Varsity Coach		9.00%	School Improvement Coord.	\$400.00/yr	
JV Coach		6.50%	Detention Supervision	\$15.00/hour	
Fresh. Coach		5.00%	Lunch Duty	\$10.00/hour	
MS Coach		4.50%	Summer School Teacher	\$21.89/hour (06-07)	
MS Assist. Coach**		3.00%	Saturday School Supervisor	\$15/\$20/hour #	
<u>TRACK</u>			Mentor		\$750.00
Head Coach		10.00%	<u>ADVISORS</u>		
Assist. Coaches (3)		5.50%	National Honor Society		5.00%
MS Head Coach		5.00%	Yearbook		1.00%
MS Assist. Coaches (2)		3.00%	9th Grade		1.00%
<u>SOFTBALL</u>			10th Grade		2.00%
Head Coach		8.00%	11th Grade		3.00%
JV Coach		5.50%	12th Grade		1.00%
<u>BASEBALL</u>			4th Grade Trip		2.00%
Head Coach		8.00%	5th Grade Camp		2.00%
JV Coach		5.50%	HS Student Council		4.00%
<u>FITNESS CENTER</u>			MS Student Council		4.00%
Coordinator/Supervisor		\$7.50/hour	FPE Student Government	\$200.00/year	
Supervisor (substitute)		Min. Wage	Community Service Coord.		4.00%
<u>TENNIS</u>	Head Coach	4.50%	Career Prep Coordinator		7.00%
			<u>MISC-OPEN EQUALLY TO ALL EMPLOYEES</u>		
			Worksite Coordinator	\$200/student	
			WEB Page Coordinator	\$500/district	\$250/building
			Homebound		\$200.00/hour

*1% will be added to above stipend for Competitive Cheer responsibilities;0.5% if split V sideline and JV sideline
**MS Assistant Coach may be added if one team exceeds 18.

***\$750 base pay. Payment increase in curriculum revision years.
****Curriculum Liaisons and non-core curricular areas are paid hourly.
\$15.00/hour for 1-5 students; \$20.00/hour for 6+ students.

Olivet Community Schools

2006-2007 Calendar

August 28-30		Professional Development & Teacher Preparation
Sept 5		First day of School for Students
October 19	a.m.	½ Day of School for Students & Teachers
October 20		NO SCHOOL FOR STUDENTS/Professional Development Day
November 23 & 24		NO SCHOOL – Thanksgiving
December 21		Last Day of School before Holidays
December 22-Jan 3		Holiday Break
January 4, 2007		School Resumes
January 24	p.m.	½ Days of School for Students/ Full Day for Teachers
January 25	a.m.	½ Days of School for Students/ Full Day for Teachers
January 26		NO SCHOOL FOR STUDENTS/Records Day
January 29		Second Semester Begins
February 19		NO SCHOOL – President’s Day
March 16		NO SCHOOL FOR STUDENTS/Professional Development Day
April 2-6		Spring Break
May 28		NO SCHOOL – Memorial Day
June 3		Graduation Day
June 7	p.m.	½ Day of School for Students/Full Day for Teachers
June 8	a.m.	½ Day of School for Students/Full Day for Teachers

Total Days: 184 Teachers/178 Students

91 Student Days 1st Semester

87 Student Days 2nd Semester

APPENDIX B - GRIEVANCE REPORTING FORM

Grievance # _____ School District Distribution

1. Superintendent
2. Principal
3. Association
4. Teacher

GRIEVANCE REPORT

Submit to Principal in duplicate.

Building	Assignment	Name of Grievant	Date Filed
_____ / _____	_____ / _____		

STEP I

A. Date Cause of Grievance Occurred _____

B. 1. Statement of Grievance

2. Relief Sought

C. Disposition by Principal

Signature Date

D. Position of Grievant and/or Association

Signature Date

STEP II

A. Date received by Superintendent of Designee _____

Signature

Date

C. Position of Grievant and/or Association

Signature

Date

STEP III

A. Date received by Board of Education or Designee _____

B. Disposition by Board

Signature

Date

STEP IV

A. Date submitted to Arbitration _____

B. Disposition and Award of Arbitrator

Signature of Arbitrator

Date

APPENDIX C: COURSE APPROVAL FORM: ARTICLE XIX N

I, _____, plan to enroll in _____,
(Name of course and number)
at _____ University, College, on _____ (date).

The course is for _____ semester hours (3 term credits equal two semester hours),
and will be completed on _____ (date). This graduate credit level
course should qualify based on one of the following:

_____ It is part of my college approved plan for a MA.

_____ It is part of my college approved plan for a permanent/continuing certificate to be issued
by the Department of Education.

_____ BA + 18

_____ BA + 30

_____ It is applicable to my current teaching assignment (please attach copy of course
description).

_____ Meets criteria listed in Article XIV, Letter B.

Date: _____ Teacher: _____

The foregoing course(s) have been (have not been) approved on _____. (date)

Signature of Superintendent

cc: Teacher
Building Principal(s)
Original: Personnel file

APPENDIX D: GRADUATE CREDIT REIMBURSEMENT FORM

Below is a checklist to be completed to obtain reimbursement for college courses at \$90/semester credit:

1. ___ A graduate college course must have approval by the Superintendent prior to enrollment in the course. (See Appendix C)
2. ___ Teachers wishing to receive reimbursement shall provide a transcript/report card to the Superintendent within 30 days of their receipt of the transcript/report card.
3. ___ Reimbursement for the course can be requested at the time the Superintendent receives the course transcript/report card and cannot be sought more than one year after the Superintendent receives the course transcript/report card.
4. ___ Only graduate college classes in which the teacher earns an 80% or B or better (pass on a pass/fail system or credit on a credit/no credit system) are eligible for reimbursement.
5. ___ **Attach copies of the signed Course Approval Form, transcript/report card to this form.**
6. **Amount requested _____, number of credits earned _____.**
7. Books, materials, and fees are not eligible for reimbursement.
8. Reimbursement can only be considered for the following types of graduate courses:
 - Graduate courses directly related to the teacher's teaching assignment or area of certification
 - Graduate courses leading to an additional certification as agreed upon with the Superintendent
 - Graduate courses in school leadership
 - Graduate courses in school counseling
 - Teachers who have completed coursework in a planned program that does not meet the above guidelines at the time of the ratification of the contract.
9. In the event the teacher leaves the district (except in the case of layoff) before completing one year of service from the date of course completion, the said teacher will be expected to refund the reimbursement. The Board has the right to deduct the refund from the last paycheck if not received by the processing time of the last paycheck for that school year.

Signature applied that above criteria has been met.

Teacher Signature _____ Date _____

This reimbursement is approved / disapproved.

Superintendent Signature _____ Date _____

APPENDIX E: ASSOCIATION REPRESENTATION FORM

I, _____, a member of the OEA, request:

_____ to waive my right to have an association member present.

_____ to have an association member present.

Signature of Member

Date

Signature of Administrator

Date

**APPENDIX F: OLIVET COMMUNITY SCHOOLS
LEAVE REQUEST FORM**

Olivet Community Schools Leave Request Form

Employee Name _____ Date _____

<p>I hereby request leave on _____ for the purpose of:</p> <p>Personal Day _____ Sick Leave _____ Vacation _____</p> <p>Other (explain) _____</p> <p>Professional or School Business (complete Conference Information and give to your building secretary)</p> <p>Substitute Required? Yes _____ No _____</p> <p>If yes, _____ AM _____ PM _____ All Day _____</p> <p>Teachers, please call for a substitute as soon as you have Principal approval.</p> <p>*Family Medical Leave Act Will this sick leave extend three or more days? YES _____ NO _____</p> <p>When a leave is foreseeable, at least 30 days notice is required. Purpose of Leave: _____</p> <p>First day off: _____ Anticipated Return Date: _____</p> <p>Number of accumulated sick days to be used (if applicable) _____</p> <p>Please allow a minimum of two (2) days notice for teachers and five (5) days notice for support staff for processing this request. Refer to your Master Agreement and/or Employee Handbook for definitions of approved absences listed above.</p>	<p align="center">Conference Information Please attach a copy of the registration form</p> <p>Title _____</p> <p>Fee \$ _____ Acct # _____ PO# _____</p> <p align="center">Please check ALL that apply:</p> <ul style="list-style-type: none"> • Registration I am already registered by phone, mail or fax. Please fax the attached registration form. Please mail the attached registration form. I will register on site. • Payment Send a check with the registration form. I will take the check and pay on site. (Please allow one (1) week for processing) Mail or fax a purchase order with the registration form. <p>Complete a reimbursement form when you return from the conference for other expenses.</p>
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Employee Signature _____ Date _____ () Approved

Principal/Supervisor Signature _____ Date _____ () Denied

Superintendent Signature _____ Date _____

White: Payroll Office Yellow: Building Secretary Pink: Employee Goldrod: Business Office

APPENDIX G: EXTRA DUTY AGREEMENT

This agreement is intended to ensure there is not confusion about this added assignment and to clarify the compensation agreement. Teachers are not eligible for this extra compensation if they are on an extended leave (not planning, teaching, grading, and recording grades).

_____ (Teacher) agrees to the following extra duty

assignment: _____

Compensation Agreement: (please show how it was calculated)

Teacher/Date

Principal/Date

Superintendent/Date

OEA President/Date

APPENDIX H: TEACHER EVALUATION

The Four Domains of Teaching Responsibility

Domain 1: Planning and Preparation	Domain 2: The Classroom Environment
<p>Domain 1 includes comprehensive understanding of the content to be taught, knowledge of the students' backgrounds, and designing instruction and assessment that is conducive to student learning. Its components are:</p> <p>1a: <i>Demonstrating Knowledge of Content and Pedagogy</i></p> <p>1b: <i>Demonstrating Knowledge of Students</i></p> <p>1c: <i>Selecting Instructional Goals</i></p> <p>1d: <i>Demonstrating Knowledge of Resources</i></p> <p>1e: <i>Designing Coherent Instruction</i></p> <p>1f: <i>Assessing Student Learning</i></p>	<p>Domain 2 addresses the teacher's skill in establishing an environment conducive to learning, including both the physical and interpersonal aspects of the environment. Its components are:</p> <p>2a: <i>Creating an Environment of Respect and Rapport</i></p> <p>2b: <i>Establishing a Culture for Learning</i></p> <p>2c: <i>Managing Classroom Practice</i></p> <p>2d: <i>Managing Student Behavior</i></p> <p>2e: <i>Organizing Physical Space</i></p>
Domain 3: Instruction	Domain 4: Professional Responsibilities
<p>Domain 3 is concerned with the teacher's skill in engaging students in learning the content, and includes the wide range of instructional strategies that enable students to learn. Its components are:</p> <p>3a: <i>Communicating Clearly and Accurately</i></p> <p>3b: <i>Using Questioning and Discussion Techniques</i></p> <p>3c: <i>Engaging Students in Learning</i></p> <p>3d: <i>Providing Feedback to Students</i></p> <p>3e: <i>Demonstrating Flexibility and Responsiveness</i></p>	<p>Domain 4 addresses a teacher's additional professional responsibilities, including self-assessment and reflection, communication with parents, participating in ongoing professional development, and contributing to the school and district environment. Its components are:</p> <p>4a: <i>Reflecting on Teaching</i></p> <p>4b: <i>Maintaining Accurate Records</i></p> <p>4c: <i>Communicating with Families</i></p> <p>4d: <i>Relationships with colleagues</i></p> <p>4e: <i>Growing and Developing Professionally</i></p> <p>4f: <i>Showing Professionalism</i></p> <p>4g: <i>Demonstrating Responsibility</i></p>

Source: Enhancing Professional Practice: A Framework for Teaching by Charlotte Danielson, 1996.
Modifications by Olivet Schools, Facilitator: Nancy Anne Colflesh, Ph.D.

Framework for Professional Practice

Domain One: Planning & Preparation

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

Elements:

- Knowledge of content
- Knowledge of prerequisite relationships
- Knowledge of content-related pedagogy

Component 1b: *Demonstrating Knowledge of Students*

Elements:

- Knowledge of characteristics of age group
- Knowledge of students' varied approaches to learning
- Knowledge of students' skills and knowledge
- Knowledge of students' interests and cultural heritage

Component 1c: *Selecting Instructional Goals*

Elements:

- Value
- Clarity
- Suitability for diverse students
- Balance

Component 1d: *Demonstrating Knowledge of Resources*

Elements:

- Resources for teaching
- Resources for students

Component 1e: *Designing Coherent Instruction*

Elements:

- Learning activities
- Instructional materials and resources
- Instructional groups
- Lesson and unit structure

Component 1f: *Assessing Student Learning*

Elements:

- Congruence with instructional goals
- Criteria and standards
- Use for planning

Framework for Professional Practice

Domain Two: The Classroom Environment

Component 2a: *Creating an Environment of Respect and Rapport*

Elements:

- Teacher interaction with students
- Student interaction

Component 2b: *Establishing a Culture for Learning*

Elements:

- Importance of the content
- Student pride in work
- Expectations for learning and achievement

Component 2c: *Managing Classroom Practice*

Elements:

- Management of instructional groups
- Management of transitions
- Management of materials and supplies
- Performance of non-instructional duties
- Supervision of volunteers and paraprofessionals

Component 2d: *Managing Student Behavior*

Elements:

- Expectations
- Monitoring of student behavior
- Response to student misbehavior

Component 2e: *Organizing Physical Space*

Elements:

- Safety and arrangement of furniture
- Accessibility of learning and use of physical resources

Framework for Professional Practice

Domain Three: Instruction

Component 3a: *Communicating Clearly and Accurately*

Elements:

- Directions and procedures
- Oral and written language

Component 3b: *Using Questioning and Discussion Techniques*

Elements:

- Quality of questions
- Discussion techniques
- Student participation

Component 3c: *Engaging Students in Learning*

Elements:

- Representation of content
- Activities and assignments
- Grouping of students
- Instructional materials and resources
- Structure and pacing

Component 3d: *Providing Feedback to Students*

Elements:

- Quality: Accurate, substantive, constructive, and specific
- Timeliness

Component 3e: *Demonstrating Flexibility and Responsiveness*

Elements:

- Lesson adjustment
- Response to students
- Persistence

Framework for Professional Practice

Domain Four: Professional Responsibilities

Component 4a: *Reflecting on Teaching*

Elements:

- Accuracy
- Use in future teaching

Component 4b: *Maintaining Accurate Records*

Elements:

- Student completion of assignments
- Student progress in learning
- Noninstructional records

Component 4c: *Communicating with Families*

Elements:

- Information about the instructional program
- Information about individual students
- Engagement of families in instructional program

Component 4d: *Relationships with colleagues*

Elements:

- Relationships with colleagues
- Service to the school

Component 4e: *Growing and Developing Professionally*

Elements:

- Enhancement of content knowledge and pedagogical skill
- Service to the profession
- Use of Technology

Component 4f: *Showing Professionalism*

Elements:

- Service to students
- Advocacy
- Decision making

Component 4g: *Demonstrating Responsibility*

Elements:

- Basic Communication Skills
- Attendance/Promptness
- Responsibility: Follows Policies, Plans for Substitutes, Accounting of Materials/Records
- Honesty/Integrity

DOMAIN 1: PLANNING AND PREPARATION
Component 1a: Demonstrating Knowledge of Content and Pedagogy

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

ELEMENT	LEVEL OF PERFORMANCE			
	Unsatisfactory	Needs Improvement	Proficient	Mastered
Knowledge of Content	Teacher makes content errors or 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.
Knowledge of Prerequisite Relationships	Teacher displays little understanding of prerequisite knowledge important for student learning of the content.	Teacher indicates some awareness of prerequisite learning, although such knowledge may be incomplete or inaccurate.	Teacher's plans and practices reflect understanding of prerequisite relationships among topics and concepts.	Teacher actively builds on knowledge of prerequisite relationships when describing instruction or seeking causes for student misunderstandings.
Knowledge of Content-Related Pedagogy	Teacher displays little understanding of pedagogical issues involved in student learning of the content.	Teacher displays basic pedagogical knowledge but does not anticipate student misconceptions.	Pedagogical practices reflect current research on best pedagogical practice within the discipline but without anticipating student misconceptions.	Teacher displays continuing search for best practice and anticipates student misconceptions.

Source: *Enhancing Professional Practice: A Framework for Teaching* by Charlotte Danielson, 1996.
 Modified by Olivet Schools
 Facilitator: Nancy Anne Colflesh, Ph.D.

DOMAIN 1: PLANNING AND PREPARATION
Component 1b: Demonstrating Knowledge of Students

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

ELEMENT	LEVEL OF PERFORMANCE			
	Unsatisfactory	Needs Improvement	Proficient	Mastered
Knowledge of Characteristics of Age Group	Teacher displays minimal knowledge of developmental characteristics of age group.	Teacher displays generally accurate knowledge of developmental characteristics of age group.	Teacher displays thorough understanding of typical developmental characteristics of age group as well as exceptions to general patterns.	Teacher displays knowledge of typical developmental characteristics of age group, exceptions to the patterns, and the extent to which each student follows patterns.
Knowledge of Students' Varied Approaches to Learning	Teacher is unfamiliar with the different approaches to learning that students exhibit, such as learning styles, modalities, and different "intelligences".	Teacher displays general understanding of the different approaches to learning that students exhibit.	Teacher displays solid understanding of the different approaches to learning that different students exhibit.	Teacher uses, where appropriate, knowledge of students' varied approaches to learning in instructional planning.
Knowledge of Students' Skills and Knowledge	Teacher displays little knowledge of students' skills and knowledge and does not indicate that such knowledge is valuable.	Teacher recognizes the value of understanding students' skills and knowledge but displays this knowledge for the class only as a whole.	Teacher displays knowledge of students' skills and groups of students and recognizes the value of this knowledge.	Teacher displays knowledge of students' skills and knowledge for each student, including those with special needs.
Knowledge of Students' Interests and Cultural Heritage	Teacher displays little knowledge of students' interests or cultural heritage and does not indicate that such knowledge is valuable.	Teacher recognizes the value of understanding students' interests or cultural heritage but displays this knowledge for the class only as a whole.	Teacher displays knowledge of the interests or cultural heritage of groups of students and recognizes the value of this knowledge.	Teacher displays knowledge of the interests or cultural heritage of each student.

Source: Enhancing Professional Practice: A Framework for Teaching by Charlotte Danielson, 1996. Facilitator: Nancy Anne Colflesh, Ph.D.
 Modified by Olivet Schools

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

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

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

Source: *Enhancing Professional Practice: A Framework for Teaching* by Charlotte Danielson, 1996.
 Modified by Olivet Schools
 Facilitator: Nancy Anne Colflesh, Ph.D.

DOMAIN 1: PLANNING AND PREPARATION
Component 1d: Demonstrating Knowledge of Resources

Elements: Resources for teaching • Resources for students

ELEMENT	LEVEL OF PERFORMANCE			
	Unsatisfactory	Needs Improvement	Proficient	Mastered
Resources for Teaching	Teacher is unaware of resources available through the school or district.	Teacher displays limited awareness of resources available through the school or district.	Teacher is fully aware of all resources available through the school or district.	In addition to being aware of school and district resources, teacher actively seeks other materials to enhance instruction, for example, from professional organizations or through the community.
Resources for Students	Teacher is unaware of resources available to assist students who need them.	Teacher displays limited awareness of resources available through the school or district.	Teacher is fully aware of all resources available through the school or district and knows how to gain access for students.	In addition to being aware of school and district resources, teacher is aware of additional resources available through the community.

Source: Enhancing Professional Practice: A Framework for Teaching by Charlotte Danielson, 1996.
 Modified by Olivet Schools
 Facilitator: Nancy Anne Colflesh, Ph.D.

DOMAIN 1: PLANNING AND PREPARATION
Component 1e: Designing Coherent Instruction

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

ELEMENT	LEVEL OF PERFORMANCE			
	Unsatisfactory	Needs Improvement	Proficient	Mastered
Learning Activities: Reading, Writing, Problem-Solving	Learning activities are not suitable to students or instructional goals. They do not follow an organized progression and do not reflect recent professional research.	Only some of the learning activities are suitable to students or instructional goals. Progression of activities in the unit is uneven, and only some activities reflect recent professional research.	Most of the learning activities are suitable to students and instructional goals. Progression of activities in the unit is fairly even, and most activities reflect recent professional research.	Learning activities are highly relevant to students and instructional goals. They progress coherently, producing a unified whole and reflecting recent professional research.
Instructional Materials and Resources	Materials and resources do not support the instructional goals or engage students in meaningful learning.	Some of the materials and resources support the instructional goals, and some engage students in meaningful learning.	All materials and resources support the instructional goals, and most engage students in meaningful learning.	All materials and resources support the instructional goals, and most engage students in meaningful learning. There is evidence of student participation in selecting or adapting materials.
Instructional Groups	Instructional groups do not support the instructional goals and offer no variety.	Instructional groups are inconsistent in suitability to the instructional goals and offer minimal variety.	Instructional groups are varied, as appropriate to the different instructional goals.	Instructional groups are varied, as appropriate to the different instructional goals. There is evidence of student choice in selecting different patterns of instructional groups.
Lesson and Unit Structure	The lesson or unit has no clearly defined structure, or the structure is chaotic. Time allocations are unrealistic.	The lesson or unit has a recognizable structure, although the structure is not uniformly maintained throughout. Most time allocations are reasonable.	The lesson or unit has a clearly defined structure that activities are organized around. Time allocations are reasonable.	The lesson's or unit's structure is clear and allows for different pathways according to student needs.

Source: *Enhancing Professional Practice: A Framework for Teaching* by Charlotte Danielson, 1996.
 Modified by Olivet Schools. Facilitator: Nancy Anne Colflesh, Ph.D.

DOMAIN 1: PLANNING AND PREPARATION
Component 1f: Assessing Student Learning

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

ELEMENT	LEVEL OF PERFORMANCE			
	Unsatisfactory	Needs Improvement	Proficient	Mastered
Congruence with Instructional Goals: Reading, Writing, Problem-Solving	Content and methods of assessment lack congruence with instructional goals.	Some of the instructional goals are assessed through the proposed approach, but many are not.	All the instructional goals are nominally assessed through the proposed plan, but the approach is more suitable to some goals than to others.	The proposed approach to assessment is completely congruent with the instructional goals, both in content and process.
Criteria and Standards	The proposed approach contains no clear criteria or standards.	Assessment criteria and standards have been developed, but they are either not clear or have not been clearly communicated to students.	Assessment criteria and standards are clear and have been clearly communicated to students.	Assessment criteria and standards are clear and have been clearly communicated to students. There is evidence that students contributed to the development of the criteria and standards.
Use for Planning	The assessment results affect planning for these students only minimally.	Teacher uses assessment results to plan for the class as a whole.	Teacher uses assessment results to plan for individuals and groups of students.	Students are aware of how they are meeting the established standards and participate in planning the next steps.

Source: Enhancing Professional Practice: A Framework for Teaching by Charlotte Danielson, 1996.
 Modified by Olivet Schools
 Facilitator: Nancy Anne Colflesh, Ph.D.

DOMAIN 2: THE CLASSROOM ENVIRONMENT

Component 2a: *Creating an Environment of Respect and Rapport*

Elements: Teacher interaction with students • Student interaction

ELEMENT	LEVEL OF PERFORMANCE			
	Unsatisfactory	Needs Improvement	Proficient	Mastered
Teacher Interaction with Students	Teacher interaction with at least some students is negative, demeaning, sarcastic, or inappropriate to the age or culture of the students.	Teacher-student interactions are generally appropriate but may reflect occasional inconsistencies, favoritism, or disregard for students' cultures. Students exhibit only minimal respect for teacher.	Teacher-student interactions are friendly and demonstrate general warmth, caring, and respect. Such interactions are appropriate to developmental and cultural norms. Students exhibit respect for teacher.	Teacher demonstrates genuine caring and respect for individual students. Students exhibit respect for teacher as an individual, beyond that for the role.
Student Interaction	Student interactions are characterized by conflict, sarcasm, or put-downs.	Students do not demonstrate negative behavior toward one another.	Student interactions are generally polite and respectful.	Students demonstrate genuine caring for one another as individuals and as students.

Source: *Enhancing Professional Practice: A Framework for Teaching* by Charlotte Danielson, 1996.

Modified by Olivet Schools

Facilitator: Nancy Anne Colflesh, Ph.D.

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

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

ELEMENT	LEVEL OF PERFORMANCE			
	Unsatisfactory	Needs Improvement	Proficient	Mastered
Importance of the Content	Teacher or students convey a negative attitude toward the content, suggesting that the content is not important or is mandated by others.	Teacher communicates importance of the work but with little conviction and only minimal apparent buy-in by the students.	Teacher conveys genuine enthusiasm for the subject, and students demonstrate consistent commitment to its value.	Students demonstrate through their active participation, curiosity, and attention to detail that they value the content's importance.
Student Pride in Work	Students demonstrate little or no pride in their work. They seem to be motivated by the desire to complete a task rather than do high-quality work.	Students minimally accept the responsibility to "do good work" but invest little of their energy in the quality of the work.	Students accept teacher insistence on work of high quality and demonstrate pride in that work.	Students take obvious pride in their work and initiate improvements in it, for example, by revising drafts on their own initiative, helping peers, and ensuring that high-quality work is displayed.
Expectations for Learning and Achievement	Instructional goals and activities, interactions, and the classroom environment convey only modest expectations for student achievement.	Instructional goals and activities, interactions, and the classroom environment do not convey high 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.

Source: *Enhancing Professional Practice: A Framework for Teaching* by Charlotte Danielson, 1996.

Modified by Olivet Schools

Facilitator: Nancy Anne Colflesh, Ph.D.

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

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

ELEMENT	LEVEL OF PERFORMANCE			
	Unsatisfactory	Needs Improvement	Proficient	Mastered
Management of Instructional Groups	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 working independently are productively engaged at all times, with students assuming responsibility for productivity.
Management of Transitions	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 seamless, with students assuming some responsibility for efficient operation.
Management of Materials and Supplies	Materials are handled inefficiently, resulting in loss of instructional time.	Routines for handling materials and supplies function moderately well.	Routines for handling materials and supplies occur smoothly, with little loss of instructional time.	Routines for handling materials and supplies are seamless, with students assuming some responsibility for efficient operation.
Performance of Non-instructional Duties	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 considerable responsibility for efficient operation.
Supervision of Volunteers and Paraprofessionals	Volunteers and paraprofessionals have no clearly defined duties or do nothing most of the time.	Volunteers and paraprofessional are productively engaged during portions of class time but require frequent supervision.	Volunteers and paraprofessionals are productively and independently engaged during the entire class.	Volunteers and paraprofessionals make a substantive contribution to the classroom environment.

Source: *Enhancing Professional Practice: A Framework for Teaching* by Charlotte Danielson, 1996.
 Modified by Olivet Schools. Facilitator: Nancy Anne Colflesh, Ph.D.

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

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

ELEMENT	LEVEL OF PERFORMANCE			
	Unsatisfactory	Needs Improvement	Proficient	Mastered
Expectations	No standards of conduct appear to have been established or students are confused as to what the standards are.	Standards of conduct appear to have been established for most situations, and most students seem to understand them.	Standards of conduct are clear to all students.	Standards of conduct are clear to all students and appear to have been developed with student participation.
Monitoring of Student Behavior	Student behavior is not monitored, and teacher is unaware of what students are doing.	Teacher is generally aware of student behavior but may miss the activities of some students.	Teacher is alert to student behavior at all times.	Monitoring by teacher is subtle and preventive. Students monitor their own and their peers' behavior, correcting one another respectfully.
Response to Student Misbehavior	Teacher does not respond to misbehavior, or the response is inconsistent, overly repressive, or does not respect the students' dignity.	Teacher attempts to respond to student misbehavior but with uneven results, or no serious disruptive behavior occurs.	Teacher response to misbehavior is appropriate and successful and respects the student's dignity, or student behavior is generally appropriate.	Teacher response to misbehavior is highly effective and sensitive to students' individual needs, or student behavior is entirely appropriate.

Source: *Enhancing Professional Practice: A Framework for Teaching* by Charlotte Danielson, 1996.
 Modified by Olivet Schools
 Facilitator: Nancy Anne Colflesh, Ph.D.

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

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

ELEMENT	LEVEL OF PERFORMANCE			
	Unsatisfactory	Needs Improvement	Proficient	Mastered
Safety and Arrangement of Furniture	The classroom is unsafe, or the furniture arrangement is not suited to the lesson activities, or both.	The classroom is safe, and classroom furniture is adjusted for a lesson, or if necessary, a lesson is adjusted to the furniture, but with limited effectiveness.	The classroom is safe, and the furniture arrangement is a resource for learning activities.	The classroom is safe, and students adjust the furniture to advance their own purposes in learning.
Accessibility to Learning and Use of Physical Resources	Teacher uses physical resources poorly, or learning is not accessible to some students.	Teacher uses physical resources adequately, and at least essential learning is accessible to all students.	Teacher uses physical resources skillfully, and all learning is equally accessible to all students.	Both teacher and students use physical resources optimally, and students ensure that all learning is equally accessible to all students.

Source: Enhancing Professional Practice: A Framework for Teaching by Charlotte Danielson, 1996.
 Modified by Olivet Schools
 Facilitator: Nancy Anne Colflesh, Ph.D.

DOMAIN 3: INSTRUCTION

Component 3a: Communicating Clearly and Accurately

Elements: Directions and procedures • Oral and written language

ELEMENT	LEVEL OF PERFORMANCE			
	Unsatisfactory	Needs Improvement	Proficient	Mastered
Directions and Procedures	Teacher directions and procedures are confusing to students.	Teacher directions and procedures are clarified after initial student confusion or are excessively detailed.	Teacher directions and procedures are clear to students and contain an appropriate level of detail.	Teacher directions and procedures are clear to students and anticipate possible student misunderstanding.
Oral and Written Language	Teacher's spoken language is inaudible, or written language is illegible. Spoken or written language may contain many grammar and syntax errors. Vocabulary may be inappropriate, vague, or used incorrectly, leaving students confused.	Teacher's spoken language is audible, and written language is legible. Both are used correctly. Vocabulary is correct but limited or is not appropriate to students' ages or backgrounds.	Teacher's spoken and written language is clear and correct. Vocabulary is appropriate to students' age and interests.	Teacher's spoken and written language is correct and expressive, with well-chosen vocabulary that enriches the lesson.

Source: Enhancing Professional Practice: A Framework for Teaching by Charlotte Danielson, 1996.
 Modified by Olivet Schools
 Facilitator: Nancy Anne Colflesh, Ph.D.

DOMAIN 3: INSTRUCTION

Component 3b: *Using Questioning and Discussion Techniques*

Elements: Quality of questions • Discussion techniques • Student participation

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

Source: *Enhancing Professional Practice: A Framework for Teaching* by Charlotte Danielson, 1996.

Modified by Olivet Schools

Facilitator: Nancy Anne Colflesh, Ph.D.

DOMAIN 3: INSTRUCTION

Component 3c: Engaging Students in Learning

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

ELEMENT	LEVEL OF PERFORMANCE			
	Unsatisfactory	Needs Improvement	Proficient	Mastered
Representation of Content	Representation of content is inappropriate and unclear or uses poor examples and analogies.	Representation of content is inconsistent in quality. Some is done skillfully, with good examples; other portions are difficult to follow.	Representation of content is appropriate and links well with students' knowledge and experience.	Representation of content is appropriate and links well with students' knowledge and experience. Students contribute to representation of content.
Activities and Assignments	Activities and assignments are inappropriate for students in terms of their age or backgrounds. Students are not engaged mentally.	Some activities and assignments are appropriate to students and engage them mentally, but others do not.	Most activities and assignments are appropriate to students. Almost all students are cognitively engaged in them.	All students are cognitively engaged in the activities and assignments in their exploration of content. Students initiate or adapt activities and projects to enhance understanding.
Grouping of Students	Instructional groups are inappropriate to the students or to the instructional goals.	Instructional groups are only partially appropriate to the students or only moderately successful in advancing the instructional goals of a lesson.	Instructional groups are productive and fully appropriate to the students or to the instructional goals of a lesson.	Instructional groups are productive and fully appropriate to the instructional goals of a lesson. Students take the initiative to influence instructional groups to advance their understanding.

DOMAIN 3: INSTRUCTION

Component 3c: *Engaging Students in Learning*

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

ELEMENT	LEVEL OF PERFORMANCE			
	Unsatisfactory	Needs Improvement	Proficient	Mastered
Instructional Materials and Resources	Instructional materials and resources are unsuitable to the instructional goals or do not engage students mentally.	Instructional materials and resources are partially suitable to the instructional goals, or students' level of mental engagement is moderate.	Instructional materials and resources are suitable to the instructional goals and engage students mentally.	Instructional materials and resources are suitable to the instructional goals and engage students mentally. Students initiate the choice, adaptation, or creation of materials to enhance their own purposes.
Structure and Pacing	The lesson has no clearly defined structure, or the pacing of the lesson is too slow or rushed, or both.	The lesson has a recognizable structure, although it is not uniformly maintained throughout the lesson. Pacing of the lesson is inconsistent.	The lesson has a clearly defined structure around which the activities are organized. Pacing of the lesson is consistent.	The lesson's structure is highly coherent, allowing for reflection and closure as appropriate. Pacing of the lesson is appropriate for all students.

Source: Enhancing Professional Practice: A Framework for Teaching by Charlotte Danielson, 1996.
 Modified by Olivet Schools
 Facilitator: Nancy Anne Colflesh, Ph.D.

DOMAIN 3: INSTRUCTION
Component 3d: Providing Feedback to Students

Elements: Quality: accurate, substantive, constructive, and specific • Timeliness

ELEMENT	LEVEL OF PERFORMANCE		
	Unsatisfactory	Needs Improvement	Proficient
Quality: Accurate, Substantive, Constructive, and Specific	Feedback is either not provided or is of uniformly poor quality.	Feedback is inconsistent in quality: Some elements of high quality are present; others are not.	Feedback is consistently high quality.
Timeliness	Feedback is not provided in a timely manner.	Timeliness of feedback is inconsistent.	Feedback is consistently provided in a timely manner.
			Mastered Feedback is consistently high quality. Provision is made for students to use feedback in their learning.
			Feedback is consistently provided in a timely manner. Students make prompt use of the feedback in their learning.

Source: *Enhancing Professional Practice: A Framework for Teaching* by Charlotte Danielson, 1996.
 Modified by Olivet Schools
 Facilitator: Nancy Anne Colflesh, Ph.D.

DOMAIN 3: INSTRUCTION

Component 3e: *Demonstrating Flexibility and Responsiveness*

Elements: Lesson adjustment • Response to students • Persistence

ELEMENT	LEVEL OF PERFORMANCE			
	Unsatisfactory	Needs Improvement	Proficient	Mastered
Lesson Adjustment	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, and the adjustment occurs smoothly.	Teacher successfully makes a major adjustment to a lesson.
Response to Students	Teacher ignores or brushes aside students' questions or interests.	Teacher attempts to accommodate students' questions or interests. The effects on the coherence of a lesson are uneven.	Teacher successfully accommodates students' questions or interests.	Teacher seizes a major opportunity to enhance learning, building on a spontaneous event.
Persistence	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.

Source: *Enhancing Professional Practice: A Framework for Teaching* by Charlotte Danielson, 1996.

Modified by Olivet Schools

Facilitator: Nancy Anne Colflesh, Ph.D.

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

Elements: Accuracy • Use in future teaching

ELEMENT	LEVEL OF PERFORMANCE			
	Unsatisfactory	Needs Improvement	Proficient	Mastered
Accuracy	Teacher does not know if a lesson was effective or achieved its goals, or profoundly misjudges the success of a lesson.	Teacher has generally accurate impression of a lesson's effectiveness and the extent to which instructional goals were met.	Teacher makes an accurate assessment of a lesson's effectiveness and the extent to which it achieved its goals and can cite general references to support the judgement.	Teacher makes a thoughtful and accurate assessment of a lesson's effectiveness and the extent to which it achieved its goals, citing many specific examples from the lesson and weighing the relative strength of each.
Use in Future Teaching	Teacher has no suggestions for how a lesson may be improved another time.	Teacher makes general suggestions about how a lesson may be improved.	Teacher makes a few specific suggestions of what he may try another time.	Drawing on extensive repertoire of skills, the teacher offers specific alternative actions, complete with probable successes of different approaches.

Source: Enhancing Professional Practice: A Framework for Teaching by Charlotte Danielson, 1996.
 Modified by Olivet Schools
 Facilitator: Nancy Anne Colflesh, Ph.D.

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

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

ELEMENT	LEVEL OF PERFORMANCE			
	Unsatisfactory	Needs Improvement	Proficient	Mastered
Student Completion of Assignments	Teacher's system for maintaining information on student completion of assignments is in disarray.	Teacher's system for maintaining information on student completion of assignments is rudimentary and only partially effective.	Teacher's system for maintaining information on student completion of assignments is fully effective.	Teacher's system for maintaining information on student completion of assignments is fully effective. Students participate in the maintenance of records.
Student Progress in Learning	Teacher has no system for maintaining information on student progress in learning, or the system is in disarray.	Teacher's system for maintaining information on student progress in learning is rudimentary and partially effective.	Teacher's system for maintaining information on progress in learning is effective.	Teacher's system for maintaining information on student progress in learning is fully effective. Students contribute information and interpretation of the records.
Noninstructional Records	Teacher's records for noninstructional activities are in disarray, resulting in errors and confusion.	Teacher's records for noninstructional activities are adequate, but they require frequent monitoring to avoid error.	Teacher's system for maintaining information on noninstructional activities is fully effective.	Teacher's system for maintaining information on noninstructional activities is highly effective, and students contribute to its maintenance.

Source: *Enhancing Professional Practice: A Framework for Teaching* by Charlotte Danielson, 1996.
 Modified by Olivet Schools
 Facilitator: Nancy Anne Colflesh, Ph.D.

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

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

ELEMENT	LEVEL OF PERFORMANCE			
	Unsatisfactory	Needs Improvement	Proficient	Mastered
Information About the Instructional Program	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 participate in preparing materials for their families.
Information About Individual Students	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.
Engagement of Families in the Instructional Program	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.

Source: Enhancing Professional Practice: A Framework for Teaching by Charlotte Danielson, 1996.
 Modified by Olivet Schools
 Facilitator: Nancy Anne Colflesh, Ph.D.

DOMAIN 4: PROFESSIONAL RESPONSIBILITIES
Component 4d: Relationship with School Personnel

Elements: Relationships with School Personnel • Service to the school

ELEMENT	LEVEL OF PERFORMANCE		
	Unsatisfactory	Needs Improvement	Proficient
Relationships with school personnel.	Teacher shows a pattern of behavior by acting or speaking in a disrespectful, unprofessional, negative or self-serving manner with school personnel.	Teacher maintains cordial relationships by being polite and respectful in most situations with school personnel to fulfill the duties that the school or district requires.	Support, respect, courtesy, and cooperation characterize relationships with school personnel. Teacher takes initiative in assuming positive leadership among the staff by promoting professionalism, preserving other's dignity, showing respect, and building positive, appropriate, and ethical relationships in the work place. Teacher assists in de-escalating dysfunctional behavior in a professional manner when appropriate.
Service to the School			Teacher volunteers to participate in school events, making a substantial contribution, and assumes a leadership role in at least some aspect of school life.

Source: Enhancing Professional Practice: A Framework for Teaching by Charlotte Danielson, 1996.
 Modified by Olivet Schools
 Facilitator: Nancy Anne Colflesh, Ph.D.

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

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

ELEMENT	LEVEL OF PERFORMANCE			
	Unsatisfactory	Needs Improvement	Proficient	Mastered
Enhancement of Content Knowledge and Pedagogical Skill	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 pedagogical skill.	Teacher seeks out opportunities for professional development and makes a systematic attempt to conduct action research in his classroom.
Service to the Profession	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.
Use of Technology	Teacher makes little effort to improve his/her understanding of technology and its' implications on teaching/learning.	Teacher converses with other professionals on the use of technology, but takes little action.	Teacher investigates new and improved uses of technology in the content areas.	Teacher investigates new and improved uses of technology in the appropriate content areas and shares instructional ideas with other professionals.

Source: *Enhancing Professional Practice: A Framework for Teaching* by Charlotte Danielson, 1996.
 Modified by Olivet Schools
 Facilitator: Nancy Anne Colflesh, Ph.D.

DOMAIN 4: PROFESSIONAL RESPONSIBILITIES
Component 4f: Showing Professionalism

Elements: Service to students • Advocacy • Decision making

ELEMENT	LEVEL OF PERFORMANCE			
	Unsatisfactory	Needs Improvement	Proficient	Mastered
Service to Students	Teacher is not alert to students' needs.	Teacher's attempts to serve students are inconsistent.	Teacher is moderately active in serving students.	Teacher is highly proactive in serving students, seeking out resources when necessary.
Advocacy	Teacher contributes to school practices that result in some students being ill served by the school.	Teacher does not knowingly contribute to some students being ill served by the school.	Teacher works within the context of a particular team or department to ensure that all students receive a fair opportunity to succeed.	Teacher makes a particular effort to challenge negative attitudes and help ensure that all students, particularly those traditionally underserved, are honored in the school.
Decision Making	Teacher makes decisions based on self-serving interests.	Teacher's decisions are based on limited though genuinely professional considerations.	Teacher maintains an open mind and participates in team or departmental decision making.	Teacher takes a leadership role in team or departmental decision making and helps ensure decisions are based on the highest professional standards.

Source: *Enhancing Professional Practice: A Framework for Teaching* by Charlotte Danielson, 1996.
 Modified by Olivet Schools
 Facilitator: Nancy Anne Colflesh, Ph.D.

DOMAIN 4: PROFESSIONAL RESPONSIBILITIES
Component 4g: Demonstrating Responsibility

Elements: Basic Communication, Attendance/Promptness, Responsibility: Follows District Policies, Plans for Substitute Teachers, Accounting of Materials/Records, Honesty/Integrity

ELEMENT	LEVEL OF PERFORMANCE			
	Unsatisfactory	Needs Improvement	Proficient	Mastered
Basic Communication	Teacher makes little effort to effectively communicate with others as demonstrated by consistently not responding to phone messages, nor reading/responding to mail (including e-mail)	Teacher makes some effort to effectively communicate with others as demonstrated by inconsistently responding to phone messages or reading/responding to mail (including e-mail).	Teacher consistently communicates effectively with people using all modes of communication.	Through excellent communication skills, the teacher helps build mutual understanding and collaboration in professional relationships to enhance the school's effectiveness.
Attendance/Promptness to school and to meetings	Teacher abuses the attendance policy. Teacher frequently late to/leaves early from school/class/meetings.	Attendance/promptness interfering with performance.	Teacher's attendance and punctuality are dependable and consistent.	Teacher shows a positive professional pride in excellent attendance.
Responsibility: Follows District Policies and Procedures	Teacher disregards district policies/procedures.	Teacher tries to follow district policies/procedures, but needs to increase familiarity with them.	Teacher is knowledgeable of and adheres to district policies/procedures.	Teacher follows district policies/procedures and helps improve them by giving constructive feedback.
Responsibility: Plans for Substitute Teachers	Teacher neglects to provide plans for substitute teachers.	Teacher provides unclear or inadequate plans for substitute teachers.	Teacher provides plans for substitute teachers that are meaningful to student learning.	Teacher provides plans that are meaningful for student learning and match the abilities of the substitute teacher when possible.
Responsibility: Accountability for Materials/Records	Teacher does not keep adequate or accurate records.	Teacher's records are often unclear or inaccurate.	Teacher keeps reliable records.	Teacher's records are reliable, organized, and updated.
Honesty/Integrity	Unsatisfactory Teacher does not demonstrate honesty and integrity in professional relationships and conduct.	Satisfactory Teacher demonstrates honesty and integrity in professional relationships and conduct.		

Olivet Community Schools
Pre-Observation Form

It is not required that this form be formally completed, but it will be used as a discussion guide in the Pre-Observation conference.

Teacher _____ **School** _____

Grade Level _____ **Subject** _____ **Date** _____

1. Briefly describe the students in this class, including those with special needs. (*Component 1b*)

2. What are your goals for the lesson? What do you want the students to learn? (*Component 1c*)

3. How do these goals relate to curriculum goals in the discipline as a whole or in other disciplines? (*Component 1c*)

4. How do you plan to engage students in the content? What will you do? What will the students do? (Include time estimates) (*Component 1e*)

5. What difficulties do you anticipate students may experience in this lesson, and how do you plan to anticipate these difficulties? (*Component 1a*)

6. What instructional materials or other resources, if any, will you use? (*Component 1a*)

7. How do you plan to assess student achievement of the goals? What procedures will you use (Attach any tests or performance tasks, with accompanying scoring guides or rubrics.) (*Component 1f*)

8. How do you plan to make use of the results of the assessment? (*Component 1f*)

*Teacher comments pertaining to observation setting. List any items you might want to call to the attention of the Administrator. (attach pages as needed)

Source: Enhancing Professional Practice: A Framework for Teaching by Charlotte Danielson, 1996.

Olivet Community Schools
Post-Observation Reflection Form

This Observation Reflection Form will be used as a discussion guide at the evaluation conference.

Name _____ **School** _____

Grade/Subject _____

Observation Date _____ **Time** _____

Post Conference Date _____ **Time** _____

1. As I reflect on the lesson, to what extent were students productively engaged? (Components 4a, 1e, 3c)

2. Did the students learn what I intended? Were my instructional goals met? How do I know? (Components 1f and 4a)

3. Did I alter my goals or instructional plan as I taught the lesson? If so, why? (Component 1e and 3e)

4. If I had the opportunity to teach this lesson again to this same group of students, what would I do differently? Why? (Component 4a)

5. You may be asked to provide several samples of student work on this assignment. This work should reflect the full range of student ability in your class and include feedback you provide to students on their papers. This request will be made the day of the scheduled observation.

Olivet Community Schools
Self-Evaluation
Framework for Professional Practice

During the evaluation process, please complete a self-evaluation. You need to keep a copy of the rubrics in your files and write your self-evaluation on the rubrics by writing the current date in the box on the rubric that you think best describes you in each category. Please prepare to discuss your performance in all components and elements during your evaluation conference with your administrator. This process is intended to help you in your personal professional development, so you may take the rubrics with you after the conference. No copies will be made unless you choose to do so.

***Olivet Community Schools
Individualized Development Plan (IDP)***

- **The purpose of an Individualized Development Plan (IDP) is to communicate to the teacher specific areas in which growth is needed and expected, as well as provide a plan for how the goal(s) will be attained.**
- **When an IDP is used for a tenured teacher, an observation/evaluation needs to be completed to determine progress.**
- **The number of goals in an IDP will vary depending on the situation.**

Individual Development Plan for: _____
Teacher's Name

GOAL 1:

Purpose of the Goal:

Strategy:

Administrative Support for Attaining the Goal:

Completion Date(s)

GOAL 2:

Purpose of the Goal:

Strategy:

Administrative Support:

Completion Date(s)

GOAL 3:

Purpose of the Goal:

Strategy:

Administrative Support:

Completion Date(s)

GOAL 4:

Purpose of the Goal:

Strategy:

Administrative Support:

Completion Date(s)

This plan has been developed by the administrator with input from the teacher. If you should think of other ways that together we can assure that these professional goals would be accomplished, please discuss this with your administrator as soon as possible.

We have reviewed and discussed this IDP.

Teacher Signature

Administrator Signature

Date

Date

***Olivet Community Schools
Professional Evaluation Form***

Name

School

Teaching Assignment

Administrator's Name

Date

Components of Professional Practice

U = Unsatisfactory N = Needs Improvement P = Proficient M = Mastered NA = Not Applicable/Observed

<i>Domain I: Planning and Preparation</i>	U	N	P	M	NA
Component 1a: Demonstrating Knowledge of Content and Pedagogy					
• Knowledge of Content – Teacher displays content knowledge and makes connections between the content and other parts of the disciplines.					
• Knowledge of Prerequisite Relationships – Teacher's plans and practices reflect understanding of prerequisite relationships among topics and concepts.					
• Knowledge of Content-Related Pedagogy – Pedagogical practices reflect current research on pedagogical practice within the discipline and anticipates student misconceptions.					
Component 1b: Demonstrating Knowledge of Students					
• Knowledge of Characteristics of Age Group – Teacher displays understanding of typical developmental characteristics of age group as well as exceptions to general patterns.					
• Knowledge of Students' Varied Approaches to Learning – Teacher displays understanding of the different approaches to learning that different students exhibit.					
• Knowledge of Students' Skills and Knowledge – Teacher displays knowledge of students' skills and knowledge for groups of students and recognizes the value of this knowledge.					
• Knowledge of Students' Interests and Cultural Heritage – Teacher displays knowledge of the interests or cultural heritage of groups of students and recognizes the value of this knowledge.					
Component 1c: Selecting Instructional Goals					
• Value – Goals are valuable in their level of expectations, conceptual understanding, and importance of learning.					
• Clarity – Goals are clear and permit viable methods of assessment.					
• Suitability for Diverse Students – Goals are suitable for students in the class.					
• Balance – Goals reflect several different types of learning and opportunities for integration.					
Component 1d: Demonstrating Knowledge of Resources					
• Resources for Teaching – Teacher is aware of resources available through the school or district and knows how to gain access for students.					
• Resources for Students – Teacher is aware of resources available through the school or district and knows how to gain access for students.					
Component 1e: Designing Coherent Instruction					
• Learning Activities – Learning activities are suitable for students and instructional goals. Progression of activities in the unit is coherent and most activities reflect recent professional research.					
• Instructional Materials and Resources – Materials and resources support the					

instructional goals and engage students in meaningful learning.					
<ul style="list-style-type: none"> Instructional Groups – Instructional groups are varied as appropriate to the different instructional goals. 					
<ul style="list-style-type: none"> Lesson and Unit Structure – The lesson or unit has a clearly defined structure that activities are organized around. Time allocations are reasonable. 					
Component 1f: Assessing Student Learning					
<ul style="list-style-type: none"> Instructional goals are assessed thorough the proposed approach; the approach is suitable to the goals. 					
<ul style="list-style-type: none"> Criteria and Standards – Assessment criteria and standards are clear and have been clearly communicated to students. 					
<ul style="list-style-type: none"> Use Planning –Teacher uses assessment results to plan for the class as a whole. 					

Written Comments for Domain 1:

Domain 2: The Classroom Environment	U	N	P	M	NA
Component 2a: Creating an Environment of Respect and Rapport					
<ul style="list-style-type: none"> Teacher Interaction with Students – 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. 					
<ul style="list-style-type: none"> Student Interaction – Student interactions are polite and respectful. 					
Component 2b: Establishing a Culture for Learning					
<ul style="list-style-type: none"> Importance of the Content – Teacher conveys enthusiasm for the subject and students demonstrate consistent commitment to its value. 					
<ul style="list-style-type: none"> Student Pride in Work – Students accept teacher insistence on work of high quality and demonstrate pride in that work. 					
<ul style="list-style-type: none"> Expectations for Learning and Achievement – Instructional goals and activities, interactions, and the classroom environment convey high expectations for student achievement. 					
Component 2c: Managing Classroom Procedures					
<ul style="list-style-type: none"> Management of Instructional Groups – Tasks for group work are organized and groups are managed so students are engaged at all times. 					
<ul style="list-style-type: none"> Management of Transitions – Transitions occur smoothly with little loss of instructional time. 					
<ul style="list-style-type: none"> Management of Materials and Supplies – Routines for handling materials and supplies occur smoothly with little loss of instruction time. 					
<ul style="list-style-type: none"> Supervision of Volunteers and Paraprofessionals – Volunteers and paraprofessionals are productively and independently engaged during the entire class. 					
Component 2d: Managing Student Behavior					
<ul style="list-style-type: none"> Expectations – Standards of conduct are clear to all students. 					
<ul style="list-style-type: none"> Monitoring of Student Behavior – Teacher is alert to student behavior at all times. Student behavior is generally appropriate. 					
<ul style="list-style-type: none"> Response to Student Misbehavior – Teacher responses to misbehavior is appropriate and successful and respects the student’s dignity. 					
Component 2e: Organizing Physical Space					
<ul style="list-style-type: none"> Safety and Arrangement of Furniture – The classroom is safe and the furniture arrangement is a resource for learning activities. 					
<ul style="list-style-type: none"> Accessibility to Learning and Use of Physical Resources – Teacher uses physical resources skillfully and learning is equally accessible to all students. 					

Written Comments for Domain 2:

Domain 3: Instruction	U	N	P	M	NA
Component 3a: Communicating Clearly and Accurately					
<ul style="list-style-type: none"> Directions and Procedures – Teacher directions and procedures are clear to students and contain an appropriate level of detail. 					
<ul style="list-style-type: none"> Oral and Written Language – Teacher’s spoken and written language is clear and correct. Vocabulary is appropriate for students’ age and interests. 					
Component 3b: Using Questioning and Discussion Techniques					
<ul style="list-style-type: none"> Quality of Questions – Teacher’s questions are of high quality. Adequate time is available for students to respond. 					
<ul style="list-style-type: none"> Discussion Techniques – Classroom interaction represents true discussion and when appropriate, the teacher steps aside. 					
<ul style="list-style-type: none"> Student participation – Teacher successfully engages all students in the discussion. 					
Component 3c: Engaging Students in Learning					
<ul style="list-style-type: none"> Representation of Content – Representation of content is appropriate and links well with students’ knowledge and experience. 					
<ul style="list-style-type: none"> Activities and Assignments – Activities and assignments are appropriate to students. Students are cognitively engaged in them. 					
<ul style="list-style-type: none"> Grouping of Students – Instructional groups are productive and appropriate to the students or to the instructional goals and engage instructional goals of a lesson. 					
<ul style="list-style-type: none"> Instructional Materials and Resources – Instructional materials and resources are suitable to the instructional goals and engage students mentally. 					
<ul style="list-style-type: none"> Structure and Pacing – The lesson has a clearly structure around which the activities are organized. Pacing of the lesson is appropriate. 					
Component 3d: Providing Feedback to Students					
<ul style="list-style-type: none"> Quality: Accurate, Substantive, Constructive, and Specific Timelines – Feedback is provided in a timely manner. 					
Component 3e: Demonstrating Flexibility and Responsiveness					
<ul style="list-style-type: none"> Lesson Adjustment – Teacher makes an adjustment to a lesson and the adjustment occurs smoothly. 					
<ul style="list-style-type: none"> Response to Students- Teacher accommodates students’ questions or interests. 					
<ul style="list-style-type: none"> Persistence – Teacher persists in seeking approaches for students who have difficulty learning, possessing a repertoire of strategies. 					

Written Comments for Domain 3

Domain 4: Professional Responsibilities	U	N	P	M	NA
Component 4a: Reflecting on Teaching					
<ul style="list-style-type: none"> Accuracy – Teacher makes an accurate assessment of a lesson’s effectiveness and the extent to which it achieved its goals and can cite general references to support the judgment. 					
<ul style="list-style-type: none"> Use in Future Teaching – Teacher makes specific suggestions of what may be tried another time. 					
Component 4b: Maintaining Accurate Records					
<ul style="list-style-type: none"> Student Completion of Assignments – Teacher’s system for maintaining information on student completion of assignments is effective. 					
<ul style="list-style-type: none"> Student Progress in Learning – Teacher’s system for maintaining information on student progress in learning is effective. 					
<ul style="list-style-type: none"> Non-instructional Records – Teacher’s system for maintaining information on non-instructional activities is effective. 					

Component 4c: Communication with Families					
<ul style="list-style-type: none"> Information about the Instructional Program – Teacher provides frequent information to parents, as appropriate, regarding the instructional program. 					
<ul style="list-style-type: none"> Information about Individual Students – Teacher communicates with parents about students’ progress on a regular basis and is available as needed to respond to parent concerns. 					
<ul style="list-style-type: none"> Engagement of Families in the Instructional Program – Teacher’s efforts to engage families in the instructional program are frequent and successful. 					
Component 4d: Relationships with Colleagues					
<ul style="list-style-type: none"> Relationships with Colleagues – Support and cooperation characterize relationships with colleagues. 					
<ul style="list-style-type: none"> Service to the School – Teacher volunteers to participate in school events. 					
Component 4e: Growing and Developing Professionally					
<ul style="list-style-type: none"> Enhancement of Content Knowledge and Pedagogical Skill – Teacher seeks out opportunities for professional development to enhance knowledge and pedagogical skill. 					
<ul style="list-style-type: none"> Service to the Profession – Teacher participates actively in assisting other educators. 					
<ul style="list-style-type: none"> Use of Technology - Teacher uses technology to enhance communication and professional growth. 					
Component 4f: Showing Professionalism					
<ul style="list-style-type: none"> Service to Students – Teacher is active in serving students. 					
<ul style="list-style-type: none"> Advocacy – Teacher works within the context of a particular team or department to ensure that all students receive a fair opportunity to succeed. 					
<ul style="list-style-type: none"> Decision Making – Teacher maintains an open mind and participates in team, departmental, or staff decision-making. 					
Component 4g: Demonstrating Responsibility					
<ul style="list-style-type: none"> Basic Communication Skills 					
<ul style="list-style-type: none"> Attendance/Promptness - Teacher’s attendance/promptness is excellent. 					
<ul style="list-style-type: none"> Responsibility - Follows District Policies and Procedures 					
<ul style="list-style-type: none"> Responsibility - Plans for Substitutes Teachers 					
<ul style="list-style-type: none"> Responsibility - Accountability for Materials 					
				Satisfactory	Unsatisfactory
<ul style="list-style-type: none"> Honesty/Integrity 					

Written Comments on Domain 4

SUMMARY OF TEACHER EVALUATION

Teacher _____ Administrator _____

SUMMARY OF EVALUATION CONFERENCE

Persons in Attendance:

OVERALL TEACHER EVALUATION

Satisfactory Unsatisfactory

ADMINISTRATIVE RECOMMENDATION

Probationary Teachers (check one)

- Second Year Probation
- Third Year Probation
- Fourth Year Probation
- Tenure
- Nonrenewal
- To be determined

Tenured Teachers (check one)

- Continued Employment
- Continued Employment with
Intensive Assistance with IDP
- Nonrenewal

Teacher Signature

Date _____

Administrator Signature

Date _____

Employee signature implies review of this document with my supervisor and does not necessarily indicate agreement with the contents of this evaluation. Comments/rebuttal from the teacher are welcomed and can be attached to this evaluation.