Sparta Area Schools

BOARD OF EDUCATION
and the
SPARTA EDUCATION ASSOCIATION

JULY 1, 2026 – JUNE 30, 2028

Master Contract Agreement

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AGREEMENT

This agreement is made and entered into as of July 1, 2024 - June 30, 2026, by and between the Board of Education of the Sparta Area Schools (SAS) hereinafter called the "Board" and the Sparta Education Association (SEA/MEA/NEA) hereinafter called the "Association".

WITNESSETH

The Board and the Association recognize and declare that providing a quality education for the children of Sparta Area Schools is their mutual aim and that the character of such education depends predominantly upon the quality and morals of the teaching service, and

The members of the teaching profession are particularly qualified to assist in curriculum matters designed to improve educational standards, and

WHEREAS the Board has a statutory obligation to bargain with the Association as the representative of its teaching personnel with respect to hours, wages, terms, and conditions of employment, and

WHEREAS the parties, following extended and deliberate professional negotiations, have reached certain understandings which they desire to memorialize and agree as follows:

ARTICLE I
Recognition

Section 1.1 - The Board hereby recognizes the Sparta Education Association, the Michigan Education Association, and the National Education Association (SEA/MEA/NEA) as the sole and exclusive bargaining agent as defined in Section Eleven of PA 379, of Public Acts of 1965, as amended, for all Association members who are employed by the Sparta Area Public Schools, including personnel on tenure or probation, social workers, school psychologists, speech pathologists, part-time ancillary staff members under full year contract employed or to be employed by the Board (whether or not assigned to a public school building). Such representation shall cover all personnel assigned to newly created positions except those that are supervisory as determined under PA 379.

Section 1.1.A - Such representation shall exclude supervisory, administrative, executive, office, and clerical employees, and all other non-teaching personnel.

Section 1.1.B - The term "teacher" when used hereinafter in this Agreement shall refer to all teachers and counselors eligible for tenure under the Tenure Act.

Section 1.1.C – Ancillary staff is defined as: Licensed staff not eligible to receive tenure under the Tenure Act**:** School Psychologists, Speech Therapists, School Social Workers, Dean of Students and Occupational Therapists.

Section 1.1.D - The Board agrees not to negotiate with or recognize any teachers' organization for negotiating purposes other than the Sparta Education Association (SEA/MEA/NEA) for the duration of this agreement.

ARTICLE II
Association Representation

Section 2.1 – The parties agree that being a dues paying member of the Association is strictly voluntary. All teachers who voluntarily elect to be a dues paying member of the Association shall pay dues directly to the Association.

Section 2.2 - Nothing contained herein shall be construed to deny or to restrict any teacher rights he/she may have under the Michigan General School Laws or applicable civil service laws and regulations. The rights granted to teachers hereunder shall be deemed to be in addition to those provided elsewhere.

ARTICLE III
Board Rights

Section 3.1 - In order to carry out its responsibility for the development and operation of educational programs providing the best possible educational opportunity for the Sparta Area School District consistent with community resources the Board retains and reserves unto itself all powers, rights, authority, duties and responsibilities conferred upon and vested in the Board by law including by way of illustration and not by way of limitation the following:

A. The right to executive management and administrative control of the school system and its properties and facilities and activities of its employees.

B. The right to hire all employees and subject to the provisions of the law to determine their qualifications and the conditions for their continued employment or their dismissal or demotion; to promote, and transfer all such employees.

C. The right to establish grades and courses of instruction including special programs, and to provide for athletic, recreational and social events for students as deemed necessary or advisable by the Board.

D. The right to decide upon the means and methods of instructions, the selection of textbooks and other teaching materials and the use of teaching aids.

E. The right to determine class schedules, class size, the hours of instruction, duties, responsibility, and assignments of teachers.

Section 3.2 - The exercise of the foregoing powers, rights, duties and responsibilities by the Board and the adoption of policies, rules, regulations and practices in the furtherance thereof, shall be the exclusive prerogative of the Board except as otherwise limited by the express provision of this Agreement.

Section 3.3 - Establishing School Year Calendar

A. If the calendar for the following school year is not agreed to by the Board of Education and SEA by March 31, the School Year Calendar will be set by the Superintendent, with input from the SEA

President. In the event that a calendar agreement is not reached by March 31, then the current year's calendar will remain in effect.

a. There will be a maximum of 185 staff days and minimum of 180 student days
b. Parent-Teacher Conferences will be 7 hours total in the evening
    i. This will count as one of the 185 staff days
c. Traditional calendar structure will be adhered to
d. No more than two staff days will be scheduled ahead of the first day of school

ARTICLE IV
Teacher Rights

Section 4.1 - The Board hereby agrees that every teacher as defined in Article I, Section 1.1, employed by the Board shall have the right to freely organize, join and support the Association for the purpose of engaging in negotiation for mutual aid and protection. The Board agrees that it will not discriminate against any teacher with respect to hours, wages, or any terms or conditions of employment by reason of his/her membership in the Association, his/her participation in any activities of the Association or collective professional negotiations with the Board, or his/her institution of any grievance, complaint or proceeding under this Agreement or otherwise with respect to any terms or conditions of employment.

Section 4.2 - The provisions of this Agreement and the wages, hours, terms and conditions of employment shall be applied without regard to race, creed, religion, color, national origin, age, sex, marital status, physical characteristics, or membership in or association with the activities of any employee organization.

Section 4.3 - Teachers shall be entitled to full rights of citizenship and no religious or political activities of any teacher outside of the school shall be grounds for any discipline or discrimination with respect to the professional employment of such teacher.

ARTICLE V
Sparta Education Association Rights

Section 5.1 - The SEA and its members shall have the right to use school building facilities at all reasonable hours for meetings upon clearance with the Administration. No teacher shall be prevented from wearing insignia, pins, or other identification of membership in the Association either on or off school premises. Bulletin boards, local telephone service, intercom service, interschool mail, and teacher mail boxes shall be made available to the SEA and its members according to established policy in effect at the signing of the Agreement.

Section 5.2 - The Board agrees to furnish to the SEA, as requested, a report of general fund receipts and disbursements, tentative budgetary requirements, allocations, and such other information as will assist the SEA in developing intelligent and accurate information which may be used by the SEA for the purpose of processing any grievance or of preparing for negotiations only.

Section 5.3 - The Board shall make available to the SEA, upon request, all fiscal, budgetary and tax information affecting the district which is normally available to the district residents. The SEA shall, whenever feasible, have the opportunity, in advance, to consult with the Board with respect thereto prior

to general publication.

Section 5.4 - The Superintendent shall place on the agenda of a regular Board meeting and present any subject requested by the Sparta Education Association Executive Board if such a request is made in writing to the Superintendent at least one (1) week prior to the Board meeting.

ARTICLE VI
Cooperative Decision Making (in the School Improvement Process)

Section 6.1 - Teachers will be involved in co-operative decision-making at both the building and district level for the purpose of school improvement, professional development, curriculum planning, and the introduction of new, innovative, or pilot programs. It is a process through which those individuals responsible for the implementation of a decision at the building and district level are actively and legitimately involved in the making of decisions. The School Improvement Process (resulting in co-operative decision making) will involve teachers, administrators, and other educational stakeholders in planning and problem-solving.

Section 6.2 - In implementing the School Improvement Process, the Board and Association agree that decision-making bodies and school improvement teams shall in no way intrude on the integrity of this agreement. In the event that any decision or action violates, contradicts, or is inconsistent with any provisions of this agreement, the terms of this agreement will prevail. However, the Board and Association recognize that changing circumstances and conditions may necessitate possible modification of certain provisions of this agreement. Accordingly the two parties agree to meet periodically to consider the decisions as a result of the School Improvement Process and how they affect this agreement. Any resulting modification of this agreement must be mutually agreed to in writing by the Board and Association.

The Board and Association recognize that not all decisions are appropriate to be made through the School Improvement Process. When a question arises as to the jurisdiction of a decision, the Association leadership and the Superintendent will cooperatively reach an agreement upon the level at which the decision is to be made.

Section 6.3 - The District School Improvement Team shall establish specific operating procedures for the School Improvement Process. These procedures shall be in force for the duration of this agreement and open for review at its expiration. These operating procedures will use the following principles as guidelines:

A. All of the Building School Improvement Teams shall reasonably reflect and be representative of the various department, grades, areas, buildings, etc.

B. The teacher members of the Building School Improvement Team shall be elected by the

professional staff at a regular faculty meeting.

C. Each teacher shall be a member of a particular strategic planning committee.

D. The chairpersons of Building School Improvement Teams and Strategic Planning Committees shall be teachers.

E. An effort will be made to use consensus, 100% of those present, in decisions or recommendations reached by all the bodies. However, if this is not possible, then at least two-thirds of those present must agree with the decision or recommendation.

F. Any recommendations from a Building School Improvement Team to its building staff must receive the support of at least two-thirds of those present in order for a proposal to be sent to the District School Improvement Team.

G. The Association shall have a representation on all bodies.

ARTICLE VII
Professional Compensation

Section 7.1 - The salaries of teachers covered by this Agreement are set forth in Appendix I, which is attached to and incorporated in this Agreement. Such salary schedule shall remain in effect during the term of this Agreement.

Section 7.1.A - Teachers with a bachelor's degree plus 18 hours on an approved master's degree program will be placed on the AB+18 scale.

Sections 7.1.B - Increments become effective at the beginning of each school year. Advancement on the salary schedule due to completion of degrees or required courses will be effective only at the beginning of either semester following the completion and submission of proof of such degree or required courses. (Any of the above completions coming prior to February 15 will be allowed at the beginning of the second semester.)

Section 7.1.C - All persons regularly employed on a part time basis shall receive compensation, fringe benefits, and credit on the salary schedule in proportion to their employment.

Section 7.1.D - Credit for previous experience will be based on evaluation of prior teaching experience and credit may be given by placing the new teacher on one (1) of the salary schedule steps as determined by the administration.

Section 7.2 - The salary schedule for a weekly teaching load is based on the School Calendar and weekly teaching hours as stated in Article VIII. Such hours will remain in effect (as stated in 8.2) during the term of this Agreement.

Section 7.3 - Teachers individually contracted for extra duty assignments as set forth in the Appendix, which is attached to and incorporated in this Agreement, shall be compensated in accordance with the provisions of the Agreement without deviation. This provision shall not prohibit an employee from volunteering for an assignment nor shall it prohibit the Board from accepting a volunteer providing the position being volunteered for is not listed in schedules B or C in the Appendix.

Section 7.3.A - In addition to the basic teacher salary as provided above, there shall be paid the specific percentage of the teacher's salary for the following assignments: See Schedule B and C. (All extra reimbursement will be paid in a lump sum upon completion of the extra-curricular assignment.) Compensation for coaching new sports shall be determined with a comparable sport.

Credit for previous experience will be based on an administrative evaluation of previous experience and credit may be given by placing the new head coach on one (1) of the salary schedule steps as determined by the administration.

Section 7.4 - Teachers requested in the course of their work, to drive personal automobiles from one school building to another shall receive .40 per mile. The same reimbursement shall be given for use of personal cars for field trips or other business of the district upon approval of the Superintendent. Meals shall be reimbursed up to $17.00 per day when attending approved conferences or conventions. A teacher wishing to attend a conference at his/her own expense may do so upon the approval of the Superintendent.

Section 7.5 - A teacher engaged during the school day in negotiating in behalf of the Association with any representative of the Board or participating in any grievance procedure, including arbitration, shall be released from regular duties without loss of salary.

Section 7.6 - Upon approval of the Superintendent, an officer or member of the Association may be released from regular duties without loss of salary, for the purpose of participating in Association business. Other representatives may be released for the above activities, with loss of pay upon approval of the Superintendent. A minimum of five (5) days shall be approved.

Section 7.7 - The President of the Association shall be released as needed, without loss of salary, from regular duties during times of the day when he or she is not directly involved with students.

Section 7.8 - Each teacher's salary will be compensated in twenty-six (26) equal bi-weekly pay periods. If employment is discontinued, at any time, the last paycheck will be prorated for the portion of the school year worked. All benefits subsidized by the Board of Education will be prorated for the portion of the school year worked. Payroll deductions authorized by the employee will be discontinued as of the date employment was terminated. Benefits for teachers going on leaves of absence will be subsidized on a prorated basis for the year according to the amount of the completion of the individual contract.

Section 7.9 - Each teacher completing graduate hours beyond his/her Master's Degree shall receive credit on the Salary Schedule provided such hours are within the curriculum or program of the Sparta Area Schools. All courses for teaching credit on the Salary Schedule and for course reimbursement must be pre-approved by the Superintendent. Pre-approval forms are to be completed by the teacher and submitted to the Superintendent’s Office. All graduate hours earned prior to January 1, 1980, will be "grandfathered" and applied to the M.A. plus schedules. Undergraduate and/or other courses not meeting the above criteria may be approved by the Superintendent.

Section 7.10 - The teaching staff and administration will cooperate in covering the classes of absent teachers where the District is unable to secure a per diem substitute. Building principals, administration and the SEA building leadership will create a plan for each building to address instances in which there are no volunteers to substitute by September 15. If no agreement is found by September 15, the SEA President or designee and the Superintendent or designee will meet to agree to the building plan by

October 15.

Teachers who agree or are assigned to substitute during the day shall be compensated, at their option, in one of the following ways:

A) Teachers shall be compensated at $35/hour - an hour is defined as any time period for more than 30 minutes but no more than 60 minutes. Teachers who substitute for increments of 30 minutes or less will be granted a half hour of compensation ($17.50).
B) A2 credits - Teachers can earn 1-A2 credit for subbing for a class period of more than 30 minutes but no more than 60 minutes. Teachers may earn ½-A2 credit for subbing for increments of 30 minutes or less. Six (6) A2 credits equate to one full day (personal day).

All compensation and A2 credits earned must be approved by the building administration. Any personal days accrued under this section shall be subject to the same usage requirements as outlined in article 12.4, except that it will not be chargeable against sick leave. Personal days accrued under this section and carried over to the following year shall be limited in number to four (4) per participating teacher at a given time. In addition, the days may not be used during the first or last full week of school.

If a team member substitutes for another team member during a teaming hour, due to unusual circumstances, as asked by the administration, he/she shall be compensated at the hourly rate of $35.00 or one (1) hour compensation time, accumulating to a maximum of four (4) days per year. The remaining time shall be paid at an hourly rate of $35.00.

Section 7.11 - Detention supervision (if an Association teacher) shall be paid at an hourly rate of $35.00 and Homebound teacher (not to include KISD personnel hired to perform this function): $35.00 per hour.

Section 7.12 – Non-contract pay outside the regularly contracted hours will be compensated at $35 per hour for professional development and professional work, i.e., curriculum, assessment, lesson and content development or summer counselor services/work.

Section 7.13 - Tuition Reimbursement:

1. The District will provide tuition reimbursement for coursework required to complete an advanced degree in a program designed to enhance a member's professional practice in education and earn up to a Masters Degree.
2. The program must be offered through an accredited college or university as approved by the Superintendent or his/her designee. Members may not begin a program that qualifies for reimbursement until they have completed one full year of employment at Sparta Area Schools.
3. All requests for reimbursement must have prior approval from the Superintendent or his/her designee to be eligible for payment.
4. Reimbursement will occur after the member has successfully received a passing grade/credit for the course. Evidence of successful completion must be in the form of a grade report or transcript.
5. The annual district reimbursement amount will be capped at $25,000. The district will reimburse for completed coursework in the second pay period of June of the school year requested.

6. All reimbursement requests must be submitted to the Superintendent by December 1 of the school year.
7. All requests will be paid up to $1,500 per year, per person. In the event that the requests surpass $25,000, the reimbursement will be divided equally out of the $25,000 pool.

ARTICLE VIII
Teaching Loads, Hours, and Assignments

Section 8.1 - Each teacher K-12 shall be provided with 225 minutes or an average of 45 minutes per day to be used for preparation, conference, and evaluation. Part-time teachers would have this total time prorated per their FTE. The Building School Improvement (BSI) Teams, as part of the school improvement process, will have input on the schedules at each of their buildings.

Section 8.2 - Teachers will work 7.5 continuous hours per day between the hours of 7:00 a.m. and 4:30 p.m. Exceptions to this time frame include regularly scheduled staff meetings and parent-teacher conferences. After-hour staff meetings should be limited to no more than150 minutes per month outside of the contractual day with no meeting lasting more than one and a quarter (1.25) hours in duration. Part of the meeting time will be designated as a “protected” staff meeting. The Building School Improvement Team in compliance with Article VI of this agreement will be granted the opportunity to contribute to the agendas for the “protected” meetings. The remaining staff meeting agenda will be determined cooperatively by grade/content/departments and the building administration.

Section 8.2.A. - The elementary schools Ridgeview and Appleview will:

Every effort will be made to maintain art, music and physical education in order to provide teachers with preparation, conference, and evaluation time. Preparation, conference and evaluation time will be equitable for all teachers. In the event a teacher substitutes for art, music, or physical education during their scheduled planning time, they will be compensated in accordance with Article VII, Section 7.10.

Section 8.2.B. - Should the district finances dictate a need to reduce staff and/or programs, the Association and the Board agree to negotiate changes to Section 8.2.A, Section 8.2.B, and Section 8.2.C. Potential schedule changes at all levels will be based on the academic needs of students K-12 in relation to available funding.

Section 8.3 - The setting of the daily teaching schedule and the teachers' work days is the responsibility of the Administration. Released time may be made available during the working day by the Administration for faculty meetings, division, and departmental meetings. All teachers are free to leave Friday and days preceding holidays five minutes after students are dismissed.

Section 8.3.A - The daily teaching schedule shall satisfy the minimum state mandated hours.

Section 8.4 - All teachers shall receive a duty-free lunch period of forty-five (45) minutes. As compensation for a reduced lunch period, due to a mutually agreed change in daily schedule, teachers shall receive an equal number of minutes deducted from the beginning and/or end of the workday.

Section 8.5 - No teacher shall be required to engage in fund raising activities.

Section 8.6 - Provisions for parent-teacher conferences in the elementary, middle school, and the high schools will be included in each of the building calendars.

ARTICLE IX
Teaching Conditions

Section 9.1 - Class size - The Board of Education has the statutory duty to educate all children within the boundaries of the school district. The student-teacher ratio is an important aspect of an educational program. The number of students a teacher is required to instruct has a direct bearing upon the amount of work required of the individual teacher. Therefore, the Parties agree that the size of the individual classes shall be given careful consideration and that small class size in early elementary grades (K-2) and in remedial classes is desirable. Therefore, the following class sizes have been agreed upon.

	CONTRACT LIMIT
DK/TI	22
Kindergarten -	22
1 -	24
2 -	26
3 -	26
4 -	28
5 -	28
K-5 Art -	32
K-5 Music -	36
K-5 P.E.	36
All Classes classes	29, except
6-8 Health	30
6-8 STEM/Computers -	30, or equal to number of computers in room
P.E.	36
Instrumental/Vocal Music	Unlimited
Designated Remedial Classes	24
HIGH SCHOOL	
All Classes -	30, except
P.E. -	40
Instrumental/Vocal Music	Unlimited
Online Courses	Unlimited
Designated Remedial Classes	24

At no time shall a class exceed the reasonable physical limits of the classroom, lab facility, or number of work stations available and equipped for students.

Section 9.2 –

A. Definition of an Overload - An overload shall occur when the number of students assigned to a teacher exceeds the class size limits established in Section 9.1, as follows:

1. Within an individual class for DK–5 classroom teachers, when the number of students assigned to a DK–5 classroom exceeds the applicable class size limit established in Section 9.1.
2. Across grades 6-12 teacher's entire course schedule, when the average of the total number of students assigned to a teacher exceeds the number of students permitted under the class size limits identified in Section 9.1 for the number and type of classes assigned.

B. Elementary Overload Compensation (DK–5)

Teachers assigned to grades DK through 5 shall receive $5.10 per student for each student assigned above the applicable class size limit identified in Section 9.1.

C. Secondary Overload Compensation (Grades 6–12)

Teachers assigned to grades 6 through 12 shall receive $1.40 per student for each student each day assigned above the applicable class size limit identified in Section 9.1.

D. Determination of Overload

1. Student counts for determining overload compensation shall be based on official enrollment after the student count date established by the District. Staff will receive credit for all days prior to count day if enrolled on count day.
2. Overload compensation shall be calculated based on the average number of students exceeding the contractual limits over the course of that month. To count as an overload, a student must be in attendance three days prior to being retroactively counted as an overload (back to the first day of the student's enrollment)

E. Payment

Overload compensation shall be paid the month following submission of overloads during the defined month, or as otherwise agreed by the District and the Association.

F. Intent

The District shall make reasonable efforts to schedule students and assign classes in a manner that avoids class size overloads whenever practicable.

Section 9.3 - The Board shall make available to each school, when and where possible, adequate lunchroom, rest room and lavatory facilities exclusively for teacher use, adequate parking facilities, where possible, and the availability of telephones for local calls.

Section 9.4 - When emergency conditions necessitate the cancellation of school, information of such closing will be broadcast on Grand Rapids radio stations and teachers need not report. In the event emergency conditions force the cancellation of schools on a semester ending exam day, in which a ½ student day and full staff records day is canceled, the schedule will be instituted on the next day school is in session unless otherwise agreed to by the Administration and SEA.

Section 9.5 - Inclusion of special education students into regular education classrooms is part of the Least Restrictive Environment Philosophy. Sparta Area Schools supports this philosophy and will promulgate a group of procedures to delineate the teachers' rights and responsibilities in regard to these least restrictive placements.

ARTICLE X
Vacancies - Promotions - Transfer

Section 10.1 – The following provisions apply to non-tenure eligible ancillary staff only. Tenure eligible teacher assignment into vacancies, promotions and transfers to new assignments shall be governed by

Board policy and corresponding administrative guidelines, found in Appendix I. Vacancies occurring within the bargaining unit as described in the recognition provision, including newly created positions, shall be posted on a designated bulletin board in each building along with a copy of such posting to the Sparta Education Association President. Prior to being filled, positions, as above described, will be posted at least five (5) work days during the school year and fourteen (14) calendar days during the summer through July 31. During the month of August, vacancies will be posted for seven (7) calendar days.

Section 10.1.A - A vacancy shall be defined for purposes of this Agreement as a position presently unfilled, one currently filled but which will be open in the future, or a new position that is currently not in existence.

Section 10.1.B - To insure adequate notification of posted vacancies during the summer, the Board will inform teachers of the following procedure at the last required meeting of each school year:

Ancillary staff members interested in applying for vacancies and/or transfers shall express their desire on their intent forms. Intent forms are used for the specific purpose of planning future staffing and are not considered applications for transfers or vacancies. Ancillary staff members may call the personnel office for information on postings.
Ancillary staff members who officially apply for posted vacancies will be contacted in a timely manner by phone, e-mail, and /or first class mail.
It is the responsibility of all interested teachers to supply the personnel office with current addresses and phone numbers for contact.

Section 10.1.C - Interested Ancillary staff members may apply for such positions by submitting a written application to the Personnel Office. Ancillary staff members who have filed an application shall be reviewed along with outside applicants. Said positions will be filled on the basis of the experience, competency, and qualifications of the applicant. When experience, competency, and qualifications are substantially equal, the applicant with greater seniority shall be given preference.

Section 10.2 - Requests by an Ancillary staff member for a transfer to a different building or position may be made at any time. Such requests shall be made in writing to the Personnel Office with a copy to the Sparta Education Association President. The application shall set forth the school, grade or position sought, and applicant's qualifications. Applicants must contact the Personnel Office during the last month of each semester to update their request. The record of transfer, the transfer request, and all evaluative data pertaining thereto shall be made a part of the teacher's personnel file. No Ancillary staff member will be discriminated against because of a request to transfer.

Section 10.2.A - Receipt of all applications shall be acknowledged by the Personnel Office within five (5) working days.

Section 10.2.B - Since transfers of Ancillary staff members from one school to another can be disruptive to the educational process and may interfere with optimum Ancillary staff member’s performance, the Board agrees that unrequested transfers are to be minimized. Prior to the effectuation of an involuntary transfer, the Superintendent or designee shall provide the affected Ancillary staff member with the reason or reasons for the transfer.

Section 10.3 - Any Ancillary staff member who shall be transferred to a supervisory or executive position and shall later return to an Ancillary staff member status shall be entitled to resume such rights as he/she

may have had under this Agreement as an Ancillary staff member prior to such transfer. Time served in a supervisory or executive position shall be credited as time worked for placement on the salary schedule.

Section 10.4 - Job sharing is defined as an Ancillary staff member initiated employment arrangement where two (2) Ancillary staff members, through a job share proposal, have agreed to share one (1) full time position in a manner which meets the educational objectives of the school and the district and has the approval of the principal and the Superintendent or designate.

Section 10.4.A - Any Ancillary staff member interested in establishing a job sharing arrangement shall make written application to the building principal and the Superintendent or designate. In each instance of job sharing, the employees involved will be advised of the terms of the arrangement and of the terms of recall and termination of such an arrangement. All job shares will be reviewed by the administration on an annual basis. Should the review determine that the job share is not meeting the educational objectives of the school or district, a plan of improvement will be initiated. If the goals established in the plan for improvement are not met by the end of the next school year, administration reserves the right to either continue the plan for another year or recommend termination of the job share. In the event that one or both of the employee's contract(s) is non-renewed, the job share will be terminated consistent with Section 10.4.E.

Proposals for a job share position may be made only by currently employed Ancillary staff members. Upon the Superintendent's approval, a written proposal regarding hours of work, job duties, in-service, conferences, and division of responsibilities shall be created for Board approval.

Section 10.4.B - No job sharing shall be permitted if the arrangement will in any way adversely affect the seniority, layoff or recall rights of another Ancillary staff member, including those on layoff. In such situations, the adversely affected Ancillary staff member (s) and the Association may, in writing, elect to waive his or her seniority rights for that specific situation. Failure of said Ancillary staff member (s) or the Association to waive such rights, shall nullify the proposed job share and shall in no way result in adverse effects upon the refusing teacher.

The fraction of an Ancillary staff member's job share shall not be reduced unless otherwise agreed to by the Ancillary staff member. In the event that the needs of the school require a reduction in the fraction of that assignment, the Ancillary staff member will be reassigned pursuant to Article XI of this Agreement.

Ancillary staff members should enter into a job sharing assignment for the complete school year.

Section 10.4.C - Compensation shall be covered by Article VII, Section 7.1C of this agreement.

Section 10.4.D - Seniority shall be covered by Article XI, Section 11.1.C of this agreement.

Section 10.4.E - Ancillary staff members wishing to terminate job sharing shall do so only at the end of the school year and if a position is available.

When the job sharing arrangement is terminated, the partner who formerly held the position retains the same. If neither partner held the position, both will be reassigned pursuant to Article XI of this Agreement.

An Ancillary staff member who is unable to continue to the end of the school year for medical reasons or a leave of absence, the following procedure shall apply:

1. Remaining job share Ancillary staff member may choose to go full time;
2. An internal job posting shall be done;
3. An external job posting shall be done; or
4. Remaining Ancillary staff members shall be assigned to full time with a minimum of ten (10) working days' notice.

ARTICLE XI
Seniority of Personnel
Reduction and Recall of Ancillary Staff Members

Section 11.1 - No later than sixty (60) days following the ratification of this Agreement, and by every September 30th thereafter, the Board shall prepare a seniority list. Seniority shall be defined as the length of unbroken service since the initial date of hire as a teacher employee of the Sparta Area Schools. Seniority is accrued only as a member of the bargaining unit as described in the recognition provision. All teachers shall be ranked on the list in order of their effective date of hire wherever documentation is possible. In circumstances of more than one (1) individual having the same effective date of employment, all individuals so affected, will participate in a drawing to determine placement on the seniority list. The Sparta Education Association and teachers so affected will be notified, in writing, of the date, place, and time of drawing. The drawing shall be conducted openly and at a time and place that will reasonably allow affected teachers and the SEA representatives to be in attendance.

Section 11.1.A - The seniority list shall be published and posted in all buildings of the district by October 15th of each school year. Any revisions and updates of the seniority list shall also be published and posted as they are made. A copy of the seniority list and subsequent revisions and updates shall be forwarded to the SEA President and posted in each building by the administration.

Section 11.1.B - All seniority is lost when employment is severed from Sparta Area Schools by resignation, retirement, or discharge; however, seniority is retained if severance of employment is due to a layoff.

Section 11.1.C - A part-time teacher shall be granted seniority on a prorated basis according to the daily load of the building in which they teach.

Section 11.1.D - A teacher on leave of absence shall neither lose nor accumulate seniority while on such leave.

Section 11.1.E - Seniority shall be determined by the length of continuous teacher service K-12, from the date of hire or a date established by procedure in Section 11.1.

Section 11.2 - Layoff shall be defined as a necessary reduction in the work force due to decreased student enrollment or shortage of revenue requiring revision of the curriculum, exclusive of resignation, retirement or death. This section shall apply to non-tenure eligible ancillary staff only. Tenure eligible teacher layoff and recall shall be governed by Board policy and corresponding administrative guidelines, found in Appendix I. In the event of a need to lay off ancillary staff due to decreased student enrollment or a revenue shortage, the Board will have the right to lay off individual ancillary staff members by written notice at least sixty (60) calendar days prior to the end of either semester. Should layoff occur, the Board will honor seniority for job retention to the extent allowed by law. Preference to remain in the

current assignment also will be honored to the extent that said preference does not cause the layoff of another ancillary staff whose only recourse for continued employment is to occupy an assignment held by an ancillary staff member with higher seniority. If this situation occurs, the higher seniority ancillary staff member may be assigned to another position for which he/she is certified and qualified. If programs are restored, the ancillary staff member forced to vacate his/her assignment shall have the option of returning to that assignment.

Section 11.2.A - Recognizing the need to maintain stability for students, mid-year layoffs will be implemented only when a shortage of revenue is severe.

Section 11.2.A.1 - The Board shall develop, considering input from the Sparta Education Association and ancillary staff member, the educational program for the forthcoming school year. Whenever possible, notice and publication of programs and positions affected by layoff shall be posted prior to implementation of layoffs.

Section 11.2.A.2 - Beginning with the first name on the seniority list, each ancillary staff member shall be placed in an assignment in the following order of priority as certified and *qualified:

Section 11.2.A.2.a - Current grade/department; voluntary transfer if agreed upon by the ancillary staff member, Administration, and Association; or assignment per 11.2; if not available then,

**Section 11.2.A.2.b - Current grade/department in another building; if not available then,

**Section 11.2.A.2.c - Another grade/department in their current building; if not available then,

**Section 11.2.A.2.d - Another grade/department in another building,

**Section 11.2.A.2.e - If no vacancy is available in any grade/department for which the individual is certified and *qualified in any building, the individual will be laid off. Written notification in accordance with the time lines herein provided will be forwarded to the affected ancillary staff member(s) and the Sparta Education Association President.

**If a choice of building, grade or department is possible, the ancillary staff member's choice shall be honored.

*Section 11.2.A.3 - Qualification for placement in position shall be defined as holding the appropriate certificate from the State of Michigan and/or all other qualifications as defined by State or Federal Laws.

Section 11.2.A.4 - The provisions of Article XI will prevail over other Sections of this Agreement when the Reduction and/or Recall process is in effect.

Section 11.3 - Laid off ancillary staff members shall be recalled to the first vacancy for which they are certified and *qualified and in reverse order of layoff. Laid off ancillary staff members shall be recalled within a reasonable time following the resolution of circumstances which precipitated the reduction of staff. If the position that the ancillary staff member is recalled to is more or less than the laid off position, the ancillary staff member may turn down the recall and retain lay off status as provided in Section 11.3.A. *(Refer to Section 11.2.A.3 for definition of qualified)

Section 11.3.A - Notifications of recall shall be in writing with a copy to Sparta Education Association

President. The notification shall be sent by certified mail, restricted delivery, to the laid off ancillary staff member's last known address. It shall be the responsibility of each ancillary staff member to notify the Board in writing of any change in address. Recalled ancillary staff members must notify the Board of acceptance or denial of recall within five (5) days of receipt of notification of recall. Failure to do so will result in termination.

Section 11.3.B - A laid off ancillary staff member shall be considered laid off until he/she is reinstated in the Sparta Area Schools or terminates employment provided that the employee yearly updates, by certified mail on or before June 30 of each year, his/her wish to remain on lay off status.

Section 11.3.C - Recalled ancillary staff members shall be entitled to all accrued rights and benefits obtained during employment at the time of their notice of layoff. The need to use such benefits shall not be reason to delay or obstruct recall to a position under these provisions.

Section 11.3.D - All ancillary staff members subject to layoff shall receive full fringe benefits, as provided within this Agreement, prorated on the portion of the current school year completed.

Section 11.3.E - A laid off ancillary staff member may continue his/her health, dental and life insurance benefits during the period of layoff by paying monthly the normal per subscriber group rate premium for such benefits to the Board.

Section 11.3.F - During a period of impending layoffs, the Board agrees to consider all requests for voluntary layoffs from those ancillary staff members who make such requests.

Section 11.3.F.1 - The option to exercise voluntary layoff by the ancillary staff member shall be done on an annual basis.

Section 11.3.G - Ancillary staff members completing the period of voluntary layoff will be assigned to their previous grade/department assignments.

ARTICLE XII
Leave Pay and Leave of Absence

Section 12.1 -
Teachers will receive eight (8) work days available as sick leave at the beginning of the school year with unlimited accumulation. In addition, Teachers will receive four (4) personal days to be used within the school year. Personal/A2 days must be requested 48 hours in advance or the administrator may deny them based on sub availability. Any unused personal days will be rolled into the Teacher's sick bank for the following school year. Additionally, any retiring teacher that has leftover personal days will have those days converted to sick days prior to payout.

Section 12.1.A - Teachers on unpaid leave (does not apply to FMLA leaves), or terminating employment will have leave days prorated to the percent of contract days actually worked.

Section 12.2 - Any teacher whose personal illness extends beyond the period compensated under Section 12.1 shall be granted a leave of absence without pay for such time as is necessary for complete recovery from illness. This leave extension shall be reviewed annually. Upon return from leave, a teacher shall be assigned to the same position, if available, or a substantially equivalent position.

Section 12.3 - Upon recommendation of the Superintendent, the Board may, at Board expense, require a teacher to submit to a mental or physical examination by a mutually agreed upon appropriate specialist to determine whether involuntary sick leave is warranted. (The mutual agreement will be between the Board and the Association.) The Board expense will be that not covered by health insurance.

Section 12.4 - Leaves of absence with pay, chargeable against the teacher's allowance, shall be granted for the following reasons:

A. Personal illness

B. Illness in *immediate family

C. Upon administrative approval, time necessary for attendance at the funeral services of persons whose relationship to the teacher warrants such attendance.

D. Personal leave days may not be used on teacher in-service days, except with the approval of the Superintendent. Personal leave days may be used on teacher in-service days for the purpose of attending professional development activities related to the teacher's district responsibilities or a documented emergency. Personal days may not be used during the first or last week of school, or to extend a school break/vacation without prior approval of the Superintendent.

E. Matters of an emergency or business nature that cannot be accomplished on other than a school day will be allowed at the discretion of the Superintendent. These days may be requested only after personal leave time outlined in Section 12.4D has been exhausted.

F. Personal days and 7.10.A.2 days may be used to a maximum of three consecutive work days without prior approval by the Superintendent.

Section 12.5 - Leaves of absence with pay, not chargeable against the teacher's allowance, shall be granted for the following reasons:

A. A maximum of five (5) days per school year for each death in the *immediate family. Additional leave may be allowed under Section 12.4 of this Article.

*Spouse, children, mother, father, mother-in-law, father-in-law, sister, brother, grandparents, grandchildren, or any other member of the family who clearly has the same relationship as these as determined by the Superintendent.

B. Absence when a teacher is called for jury service. Any pay received for jury service will be submitted to the district. The teacher will receive reimbursement for mileage.

C. Court appearances as a witness in any case connected with the teacher's employment or the school or whenever the teacher is subpoenaed to attend any proceedings. Any monies reimbursed to the teacher, minus expenses, shall be reimbursed to the school district up to the teachers per diem rate.

D. Time necessary to take the selective service physical examination for draft classification.

Section 12.6 - Leaves of absence without pay, not to exceed one year, shall be granted upon application

for the following purposes: (Application may be made for renewal.)

A. A sabbatical leave may be granted according to the provisions of the School Code. A teacher on sabbatical leave under this Agreement shall receive full insurance benefits for that year.

B. Family Medical Leave Act of 1993 - All provisions of the Family Medical Leave Act of 1993 (FMLA) will be adhered to in accordance with the current provisions of the Act. Information outlining the current FMLA provisions will be made available upon request in the Personnel Office.

Serious Illness/Medical Certification: Requests for paid leave for a serious health condition for an employee or others as outlined in FMLA will require medical certification as outlined in the administration of the FMLA manual. Upon return from FMLA leave, the teacher shall be restored to his/her former position. (This is defined as 12 work weeks.)

C. A career exploration leave, not to exceed one year, may be granted with the approval of the Superintendent with the understanding that at the end of the leave, the teacher either returns to a position assigned by the Administration or he/she submits a letter of resignation. The teacher must submit a letter of intent to return by April 15th of the year of leave. Failure to submit an intent letter by April 15th will result in termination.

Section 12.7 - A teacher shall be granted a child care leave commencing at a date mutually agreed upon by the teacher and administration. This leave will be granted as outlined by the provisions of FMLA (see 12.6.B.). If a teacher has accrued sick days, these days may be used for paid leave to run concurrently within the 12 weeks provided by FMLA. If a teacher requires additional time off due to a serious health condition of the teacher or child, and if this teacher has accrued sick days, this paid leave time will be extended with a doctor's certificate. The teacher shall be entitled to return from such leave without loss of placement on the salary schedule.

Section 12.7.A. - Should a need arise to extend this leave beyond the timelines allowed under FMLA, this extension may be granted by the recommendation from the Superintendent to the Board.

Section 12.8 - Military leaves of absence shall be granted to any teacher who shall be inducted or shall enlist for military duty to any branch of the armed forces of the United States in accordance with the Veteran's Reemployment Acts Law.

Section 12.9 - An ancillary staff member, upon return from unpaid child care leave shall be assigned to the same position, if available, or to a position of the like nature and status. The Superintendent shall review requests for leave extension annually. Assignments for tenure eligible teaching staff returning from a leave of absence is governed by Board policy and corresponding administrative guidelines.

Section 12.9.A - An ancillary staff member, upon return from a sabbatical, shall be restored to his/her former position, subject to the conditions of Section 11.2. Assignments for tenure eligible teaching staff returning from sabbatical is governed by Board policy and corresponding administrative guidelines.

Section 12.9.B - Any period spent on sabbatical leave or military service shall be treated as time taught for purpose of the salary schedule and seniority as set forth in Schedule A of the Appendix of this Agreement.

Section 12.10 - Short periods of time off without pay for personal reasons may be granted at the discretion of the Superintendent of Schools. Pay shall be deducted for each day lost, based upon the number of teacher workdays.

Section 12.11

12.11.A - A teacher who retires with fifteen (15) or more years of service in Sparta Area Schools, and provides official notification to the Superintendent prior to March 1, will receive terminal pay of $85/day for his/her unused sick leave, with a cap of 225 days.

12.11.B - A teacher who retires with fifteen (15) or more years of service in Sparta Area Schools, and provides official notification to the Superintendent prior to May 1, will receive terminal pay of $75/day for his/her unused sick leave, with a cap of 225 days.

12.11.C - A teacher who retires with fifteen (15) or more years of service in Sparta Area Schools, and provides official notification to the Superintendent after May 1, will receive terminal pay of $65/day for his/her unused sick leave, with a cap of 225 days. Exceptions will be considered by the Superintendent if an emergency situation arises.

Section 12.12 - The Superintendent may approve visitation at other schools and attendance at educational conferences or conventions, including Association meetings.

Section 12.13 – A teacher who misses six (6) or fewer days due to personal/family illness or personal/A2 use will receive an attendance bonus based on the scale below:

- No absences for personal/family illness/A2 - $600
- One (1) or two (2) absences for personal/family illness/A2 - $500
- Three (3) or four (4) absences for personal/family illness/A2 - $400
- Five (5) or six (6) absences for personal/family illness/A2 - $300

ARTICLE XIII
Evaluation of Ancillary Staff

Section 13.1 – The following sections apply to non-tenure eligible staff only. The evaluation process for tenure eligible teaching staff shall be governed by Board Policy and the corresponding administrative guidelines.

All monitoring or observations, including the use of closed circuit television, audio systems, and similar devices when used for ancillary staff evaluation, shall be conducted openly with the full knowledge of the ancillary staff. The administration must deal openly and on a continuing basis with perceived problems concerning ancillary staff performance. That criterion outlined on the evaluation form and standards of measurement used must be shared with the ancillary staff by the administration at a meeting. Any ancillary staff missing said meeting will be responsible for obtaining the criteria and standards of measure from the building administrator.

Section 13.2 - Evaluations of ancillary staff shall be conducted by the ancillary staff 's immediate

supervisor or an administrator working in the same building. An ancillary staff or the building administrator may request such evaluation to be conducted by a central office administrator. The request will be granted upon mutual agreement between the Association and Superintendent.

Section 13.3 - The work performance of all ancillary staff shall be evaluated in writing. The length of a planned observation will be determined at the pre-observation conference by mutual agreement.

Section 13.4 - The principal (evaluator) will hold a personal conference with the ancillary staff within five (5) days after each observation for the purpose of discussing the ancillary staff's work performance. During this conference the ancillary staff and evaluator will mutually agree on the date for reviewing the written evaluation. This review will occur within three (3) weeks of the conference. All observations must be completed one (1) week prior to spring break.

Section 13.5 - With the completion of a satisfactory evaluation, the ancillary staff will develop an enrichment plan. The ancillary staff may work alone or with one or more other colleagues. The enrichment plan must be based on professional growth with benefit to students. The plan will include how it will be monitored and evaluated.

The success or failure of the enrichment plan will not be a criterion for evaluations. However, good faith or lack of good faith effort to carry out the enrichment plan will be noted on the next formal evaluation.

Section 13.6 - A copy of the written evaluation shall be given to the ancillary staff at the final evaluation conference. A copy would then be signed indicating completion of the conference and returned to the administrator. In the event that the ancillary staff feel his/her evaluation was incomplete or unjust, within ten (10) days following the final conference, the ancillary staff may put his/her objections in writing and have them attached to the evaluation report of the principal to be placed in his/her personnel file. All evaluations shall be based upon the criteria as outlined in the evaluation form contained in the contract. All unsatisfactory work performance will be documented.

Section 13.7 - In the event that an administrator indicates an area(s) unsatisfactory in an ancillary staff's work performance, the administrator will allow reasonable time for correcting the deficiencies and prescribe a written plan of assistance using the following procedure to assist the teacher:

A. Specific behaviors representing the deficiencies will be clearly stated.

B. Specific strategies for overcoming the deficiencies will be stated.

C. The expectations of the administrator will be stated using measurable criteria so that both the ancillary staff and administrator recognize if/when the deficiency is corrected.

D. During the time given for correcting the deficiencies the administrator will monitor and discuss progress with the ancillary staff on a regular basis.

E. When the procedure for correcting the deficiencies has been completed for an ancillary staff member, the administrator will place in the file a letter stating such, with a copy to the individual ancillary staff.

F. In subsequent observation and evaluation reports, failure to again note specific deficiencies shall be interpreted to mean that the ancillary staff has made adequate improvement.

Section 13.8 - The content of an adverse evaluation of ancillary staff performance shall not be considered subject to the grievance provision. Only violations of the procedures are open to grievance.

Section 13.9 - The evaluation forms for ancillary staff are enclosed in the appendices. By mutual agreement of the Board and the Association, the contents of the form may be modified or altered, if necessary.

See Appendices 2, 3, 4, 5, 6, 7 for evaluation forms.

ARTICLE XIV
Teacher Protection

Section 14.1 - Good order and discipline is necessary for effective teaching. Each teacher is responsible for maintaining such an atmosphere in each of his/her classes. The Board recognizes that, through its administrative staff, it will support its teachers in taking actions to maintain proper classroom order.

Section 14.1.A - If, in a teacher's judgment, it appears that a particular student requires the attention of special counselors, social workers, law enforcement personnel, physicians or other professional persons, a teacher will consult with the administrative staff in which full particulars are put in writing, with a copy going to each of the two parties. Thereafter, reasonable steps will be taken by the administrative staff to assist in relieving the teacher of responsibility with respect to said student.

Section 14.1.B - After consultation with the administrative staff in which full particulars are put in writing, with a copy going to each of the two parties, a teacher may exclude a student from class when the grossness of the offense, the persistence of the misbehavior, or the disruptive effect of the violation makes the continued presence of the student detrimental to maintaining proper classroom order and discipline. If no action is taken by the building level administrative staff within five (5) school days, the teacher may appeal to the Superintendent to resolve the problem concerning the student's exclusion.

Section 14.1.C - A teacher may use such reasonable force as is necessary to protect himself/herself from attack or to prevent injury to another teacher, student, administrator, or other school employee.

Section 14.2 - Any case of assault upon a teacher while in pursuit of his/her employment or any complaint or suit against a teacher as a result of any action taken by the teacher while in pursuit of his/her employment, shall be promptly reported to the Board or its designated representative. The Board will promptly provide legal counsel to advise the teacher of his/her rights and obligations with respect to such assault, complaint, or suit.

Section 14.2.A - If any complaint or suit against a teacher as a result of any action taken by the teacher while in pursuit of his/her employment requires the teacher to hire legal counsel for his/her defense, the Board shall provide the opportunity for the teacher to receive an advance of his earnings accumulated up to that time.

Section 14.3 - Any employee who is absent due to injury or illness compensable under the Michigan Worker's Compensation Law, shall receive the difference between the disability wage benefit and his/her regular wage. The amount of regular wages received will be based upon the teacher's accumulated sick leave and charged prorated against such sick leave accumulation.

Section 14.3.A - Time lost by a teacher because of injury arising out of assault upon said teacher while in pursuit of his/her employment will not be charged against the teacher's sick leave allowance.

Section 14.3.B - The Board shall reimburse a teacher for damage or destruction, by a student, of the teacher's clothing or personal property in his/her classroom not covered by the teacher's insurance while the teacher is on duty or in a job related function.

Section 14.4 - Any complaints by a parent or student directed toward a teacher shall be called to the teacher's attention immediately before any judgment is made or action taken involving such teacher. If a complaint is put in writing and is placed in the teacher's personal or personnel file, the teacher will have an opportunity to add comments and be provided a copy of the complaint.

Section 14.4.A - If a complaint by a parent or student is lodged against a teacher to a Central Administrator or Board of Education member, the Administrator or Board member shall direct the parent or student to the building administrator.

Section 14.5 - A bargaining unit member shall be entitled to have present a representative of the Association during any meeting which leads to disciplinary action. When a request for such representation is made, no action shall be taken with respect to the teacher until such representation of the Association is present. Such representation must be present within twenty-four (24) hours following the request by the Administration.

Section 14.6 - Should disciplinary action likely occur at a given meeting, the teacher shall be advised immediately of said possibility and be advised of the right to representation under this provision of the Agreement.

Section 14.7 - Each teacher shall have the right upon request, to review the contents of his/her own personnel or personal file. A representative of the Association may, at the teacher’s request, accompany the teacher in his/her review. This review must be made in the presence of the administrator responsible for the safekeeping of such a file.

Section 14.8 - Each teacher's personal or personnel file shall contain the following items of information:

A. Medical information if pertinent
B. All teacher evaluation reports
C. A copy of the teaching certificate
D. Transcript of academic records
E. Tenure recommendation
F. Layoff and recall notices
G. Application and resume
H. Criminal Record Check (as provided by law)
I. Letter of Hire by the Board of Education
J. Request of transfer

Section 14.9 - Documents - Material placed in the teacher's personal or personnel file of an adverse nature requires that the teacher have an opportunity to examine and file a response before said material shall become a part of the file.

When the process for correcting areas mentioned as needs improvement or unsatisfactory has been completed, the administration will place in the file a letter stating such, with a copy to the individual teacher.

ARTICLE XV
Grievance

Section 15.1 - Any grievance is defined as a disagreement on the part of any teacher, group of teachers, or the Association in connection with wages, hours, terms, and conditions of employment as defined in this Agreement. Such grievances shall be limited to the provisions of this Agreement. The SEA/MEA/NEA will designate a representative(s) for the purpose of processing grievances in accordance with his/her duty of representation as expressed under Section Seven and Eleven of PA 379 as amended.

The Association will not pursue any grievance without the expressed written approval of the teacher or group of teachers involved.

In order that grievances may be handled in an orderly fashion, the following procedure shall be followed:

LEVEL I

Any teacher, group of teachers, or the Association or designee believing that there has been a violation of any provision of this Agreement shall, within ten (10) school days after the alleged violation, orally discuss the matter with the building Principal of the school involved. If a satisfactory settlement cannot be reached, the grievance and the Principal's answer shall then be reduced to writing, utilizing the grievance report form in the Appendix, within five (5) school days with notice given to the grieving party/parties and the Association or designee.

LEVEL II

Within five (5) school days following the receipt by the teacher, group of teachers, or the Association's designee of the Principal's written response, the grievance shall be filed with the Superintendent or designee. The Superintendent or designee shall, within five (5) school days after receipt of the written grievance, meet with the grieving party/parties in an attempt to resolve the dispute. If such a meeting does not resolve the grievance, the Superintendent or designee shall submit an answer, in writing, to the Association designee and teacher within five (5) school days. The grievance shall then be transmitted by the Superintendent to the Board within five (5) school days.

LEVEL III

At its next regular meeting, the Board shall review the grievance. The Board may hold a hearing, may designate one (1) or more of its members to hold a hearing or otherwise investigate the grievance, or may prescribe such other procedure that it deems appropriate for consideration of the grievance, provided however, that in no event, except by written agreement between the Board and the Association's designee, shall final determination of the grievance be made by the Board or its delegated representatives more than fifteen (15) school days after the above meeting.

LEVEL IV

If the decision of the Board does not result in a satisfactory settlement, the grievance may be submitted to

arbitration by a written notice given to the Board by the Association's designee within fifteen (15) school days after receipt of the written decision from the Board.

An impartial arbitrator may be selected by the parties to decide the matter If they cannot agree as to the arbitrator, he/she shall be selected by the American Arbitration Association in accordance with its rules which shall likewise govern the arbitration proceedings. The power of the arbitrator shall be limited to the interpretation or application of the expressed terms of this Agreement, and he/she shall have no power to alter, add to, or subtract from the terms of this Agreement. The parties shall not be permitted to assert, in such arbitration proceeding, any ground or to rely on any evidence not previously disclosed. The decision of the arbitrator shall be binding on both parties. The fees and expenses of the arbitrator shall be shared equally by the Board and the Association.

Section 15.2 - Every grievance shall be processed within the time limits provided herein, unless extended by mutual written agreement.

Section 15.3 - If a teacher is found to have been discharged without just cause, he/she shall be reinstated on such terms as the parties may agree or as the arbitrator shall order.

Section 15.4 - Either party may have representation at any step of the grievance procedure.

Section 15.5 - In the event a grievance is filed after May 1st of any year and strict adherence to the time limits may result in hardship of any party, the Superintendent shall use his/her best efforts to process such grievance prior to the end of the school term or as soon thereafter as possible. If the grievance is processed to arbitration, the Association may submit the grievance to expedited arbitration under the rules of the American Arbitration Association.

ARTICLE XVI
Miscellaneous Provisions

Section 16.1 - This Agreement shall supersede any rules, regulations, or practices of the Board which shall be contrary to or inconsistent with its terms. It shall likewise supersede any contrary or inconsistent terms contained in any individual teacher contracts which shall be made expressly subject to the terms of this Agreement. The provisions of this Agreement shall be incorporated into and be considered part of the established policies of the Board.

Section 16.2 - Copies of this Agreement shall be printed at the expense of the Board and presented to all teachers now employed or hereafter employed by the Board.

Section 16.3 - If any provision of this Agreement or any application of the Agreement to any employee or group of employees shall be found contrary to law, then such provision or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or application shall continue in full force effect.

Section 16.4 - The Association agrees that it or its representatives or teacher(s) shall not authorize, engage in or ratify a strike within the Sparta Area Schools during the life of this Agreement. A strike means the concerted failure to report for duty, the willful absence from one's position, the stoppage of work, or the abstinence, in whole or in part, from the full, faithful, and proper performance of the duties of employment, for the purpose of inducing, influencing, or coercing a change in the conditions or

compensation, or the rights, privileges, or obligations of employment as expressed in this Agreement.

Any violation of the above definition shall mean that the Association or its representatives may be held liable for such financial damages and financial costs suffered by the Sparta Area Schools and awarded by the court of competent jurisdiction.

This article shall not be construed to limit, impair or affect the right of any teacher to the expression or communication of a view, grievance, complaint, or opinion on any matter related to the conditions or compensation of employment, so long as the activity is not designed to and does not interfere with the faithful duties of employment. Any individual teacher who violates the above covenant may be disciplined by the Board. Such discipline shall be applied equally to all teachers involved in the violation.

Section 16.5 - A copy of current Board policies including any updates or revisions shall be placed in each building and given to the Sparta Education Association President as they become effective. Revisions will be updated as they take place.

ARTICLE XVII

Compensation and Benefits

SCHEDULE A

Step	BA	BA18	BA30	MA	MA30
1	$50,268	$53,033	$0	$55,998	$59,400
1.5	$50,771	$53,586	$0	$57,155	$60,171
2	$51,776	$54,641	$0	$57,808	$61,377
2.5	$52,530	$55,999	$0	$58,713	$62,383
3	$53,787	$56,803	$0	$60,070	$63,840
3.5	$55,043	$58,160	$0	$61,478	$65,348
4	$56,300	$59,467	$0	$62,885	$66,806
4.5	$57,557	$60,774	$0	$64,293	$68,314
5	$58,814	$62,081	$0	$65,700	$69,772
5.5	$60,070	$63,438	$0	$67,158	$71,280
6	$61,327	$64,745	$0	$68,465	$72,738
6.5	$62,584	$66,102	$0	$69,873	$74,246
7	$63,840	$67,409	$0	$71,280	$75,704
7.5	$65,097	$68,767	$0	$72,688	$77,212
8	$66,354	$70,074	$0	$74,095	$78,669
8.5	$67,610	$71,381	$0	$75,503	$80,429
9	$68,867	$72,688	$0	$76,910	$82,138
9.5	$69,873	$73,793	$0	$78,066	$83,646
10	$70,878	$74,799	$0	$79,172	$85,104
10.5	$71,883	$75,955	$0	$80,328	$86,612
11	$72,889	$77,011	$0	$81,484	$88,070
11.5	$73,894	$78,116	$0	$82,590	$89,578
12	$74,899	$79,172	$0	$83,797	$91,086
12.5	$75,905	$80,228	$0	$84,903	$91,990
13	$76,910	$81,233	$0	$85,958	$92,845
13.5	$77,915	$82,289	$0	$87,064	$93,549
14	$78,921	$83,344	$0	$88,170	$94,604
14.5	$79,675	$84,149	$0	$88,974	$95,208
15	$80,429	$84,903	$0	$89,779	$95,811
15.5	$82,188	$86,687	$0	$91,789	$97,419
16	$82,942	$87,466	$0	$92,393	$98,009
16.5	$83,445	$87,969	$0	$92,946	$98,603
17	$83,948	$88,522	$0	$93,498	$99,197
17.5	$84,199	$88,773	$0	$93,800	$99,494
18	$84,450	$89,075	$0	$94,051	$99,791
18.5	$84,702	$89,326	$0	$94,353	$100,088
19	$84,953	$89,578	$0	$94,655	$100,385
19.5	$85,204	$89,829	$0	$94,906	$100,682
20	$85,456	$90,131	$0	$95,208	$100,979
20.5	$85,707	$90,382	$0	$95,459	$101,276
21	$85,958	$90,633	$0	$95,761	$101,572
21.5	$86,210	$90,885	$0	$96,012	$101,870
22	$86,461	$91,186	$0	$96,313	$102,167
22.5	$86,712	$91,437	$0	$96,615	$102,463
23	$86,964	$91,689	$0	$96,866	$102,761
23.5	$87,215	$91,990	$0	$97,168	$103,058
24	$87,466	$92,242	$0	$97,419	$103,354
24.5	$87,718	$92,493	$0	$97,721	$103,652
25	$88,472	$93,297	$0	$98,576	$104,543
25.5	$88,974	$93,850	$0	$99,103	$105,161

26	$89,728	$94,655	$0	$99,933	$106,015
26.5	$90,231	$95,157	$0	$100,435	$106,518
27	$90,734	$95,660	$0	$100,938	$107,021
27+	$91,739	$96,665	$97,822	$101,944	$108,026

Salary:

- 2026-27 Base adjusted by 4%
    - If the district fund balance is above 21.5% after the 2027 fiscal audit, a one-time payment off schedule will be paid at one (1) percent of the 2026-27 base salary per FTE, paid in January 2028.
- 2027-2028 will have a wage opener only

SCHEDULE B

	(Percentage of the Base)
Marching Band	9.5
Assistant Marching Band	5.5
HS Concert Band and Ensembles	3.0
MS Band and Ensembles	3.0
Jazz Band	3.0
High School Choral Director*	3.0
Middle School Choral*	3.0
HS Drama/Musical Director (per play)	3.5
Middle School Drama	3.5
BSI Chair	2.75
Class Sponsors - 11/12 grade	2.4 (2)
Class Sponsors - 9/10 grade	1.8 (2)
National Honor Society	2.0
Student Council High School	2.0
National Junior Honor Society	1.0
Quiz Bowl	3.0
Student Council Middle School	1.0
Science Olympiad	3.4 (2)
Special Olympics - HS	1.9
Special Olympics - MS	1.65
Special Olympics - Elementary	1.4
High School Yearbook	1.5
FFA	5.0

(*) If these positions are held by one person, the combined rate will be 5.0%

All positions must be approved by the Board of Education. To be eligible, activities must take place outside of the regular school hours. The Board of Education may authorize additional pilot programs by the Letter of Understanding process.

SCHEDULE C

Percentage of Base	Step I	Step II	Step III	Step IV	Step V
Baseball-Track-Softball-Soccer					
Head Coach**	8.0	9.0	10.0	11.0	12.5
Assistant Coach	6.0	6.5	7.0	7.75	8.75
Freshman Coach	5.5	6.0	6.5	7.0	7.5
Cross Country-Tennis-Golf-Bowling					
Head Coach	6.5	7.5	8.5	9.5	11.0
Assistant Coach	3.5	4.0	4.5	5.0	6.0
<u>High School</u>					
Basketball-Football-Wrestling-Volleyball					
Head Coach**	10.5	11.5	12.5	13.5	15.5
Assistant Coach	6.5	7.5	8.5	9.5	11.0
Freshman Coach	6.25	7.25	8.0	9.0	10.25
Sideline Cheerleading					
Head Coach	3.5	4.0	4.5	5.0	6.0
Assistant Coach	2.5	3.0	3.5	4.0	4.5
Freshman Coach	2.25	2.75	3.25	3.75	4.25
Competitive Cheerleading					
Head Coach	6.5	7.5	8.5	9.5	11.0
Assistant Coach	3.5	4.0	4.5	5.0	6.0
Freshman Coach	3.0	3.5	4.0	4.5	5.5
<u>Middle School</u>					
Football-Basketball-Wrestling-Volleyball					
	3.5	4.5	5.5	6.5	7.5
MS Track	3.5	4.5	5.5	6.5	7.5
MS Cross Country	3.5	4.5	5.5	6.5	7.5
MS Cheerleading	1.5	1.5	1.75	1.75	2.0
E-Sports (per season)					1.5
Intramural Coordinator (per season, per sport)					1.5

Coaches coaching both A & B teams at the same time will receive an additional 1.0%.

Non-Association coaches will be contracted through a third party at the discretion of the Board. Coaches that are Association members will have the option of being hired by the Board or contracted through a third party.

Fringe Benefits

Effective at the ratification of this agreement, the employer shall contribute the following to an employee's election of insurance coverage for a medical benefit plan:

- Single - $7,942.09 annually
- Two-Person - $16,609.38 annually
- Family - $21,660.30 annually

Effective January 1, 2027, the Employer's contribution to the employee's medical benefit plan costs shall be no less than the hard cap numbers identified by the Michigan Department of Treasury for each coverage category.

PLAN A

1. Board will provide health insurance through the West Michigan Health Insurance Pool, up to the legislative cap of premium costs.
2. The Board shall pay the current full premium of Group Long Term Disability Insurance Policy Plan, $4000 maximum monthly benefit.
3. The Board agrees to pay the full premium for Group Term Life Insurance in the amount of $40,000.This policy shall include accidental death and dismemberment and waiver of premium for disability.
4. Plan A dental coverage to coordination of benefits (50/50/50) or 100/90/90/50 with $2,000 annual max for those with no coordination, $3,000 maximum orthodontic rider, adult orthodontics included.
5. The Board will provide a self-funded Plan A vision care of like coverage to previous plan limits.

Part-time employees must pay a comparable percent of their health insurance premium, i.e.7 FTE employees pay 30% of their premium. Each teacher will have the right to select Plan A or one (1) of the following two (2) options referred to as Plans B and C.

PLAN B

Cash in lieu of health insurance paid out over 26 pay periods starting in October and increases year to year in response to the medical CPI.

1. 50/50/50 Dental with coordination of benefits or 100/90/90/50 for those with no coordination.
2. Same Vision Plan A
3. Same LTD Plan A
4. Same Life Plan A

PLAN C

Cash in lieu of health insurance paid out over 26 pay periods starting in October and increases year to year in response to the medical CPI.

1. Same LTD as Plan A
2. Same Life as Plan A

"If both the employee (as defined in Article I Recognition) and his/her spouse have the option to select insurance benefits with his/her employer in lieu of hospital-medical insurance coverage, one (1) must choose an optional package of insurance fringe benefits. If the Sparta Area Schools employee's spouse does not have the option to choose insurance coverage or fringe benefits with their employer, the employee shall so indicate by requesting a letter from the spouse's employer to be sent to the Sparta Area Schools. Employees with spouses

working for other employers provided with insurance fringe benefits and lacking a choice in selection of insurance benefits received, shall have a right to select any of the plans offered under the effective Master Agreement."

A full-time teacher can select Plan C only if his/her spouse has a dental coverage plan.Anyone choosing not to take health and/or dental insurance must provide proof of an alternate existing policy. If teachers elect CILO and later in the same school year elect to move back to insurance, the district will not fund any portion of the H.S.A. deductible.

Appendix I

Additional Personnel Provisions and Procedures Pertaining Only to Classroom Teachers

For the purposes of this collective bargaining agreement, subjects contained in this Appendix "B" shall apply only to Teachers as defined in Section 1249 of the Michigan Revised School Code as of July 1, 2024. That definition and the associated provisions within this Appendix shall not apply to professional ancillary staff nor shall it apply to any certificated persons within the bargaining unit who are not currently assigned to deliver instruction directly to pupils as teacher of record. Should Michigan Revised School Sections 1248 or 1249 be amended, the parties agree to meet and bargain over the impact of the amendments, if evaluation, placement, and layoff/recall decisions remain a mandatory subject of bargaining.

Teacher Placement and Transfer

Placement includes, but is not limited to, assignment, transfer, or the filling of a position with current staff or newly hired teachers. Placement does not include reduction in force or recall decisions.

Per School Board Policy 3130:

The Board of Education believes that the appropriate placement of qualified and competent staff is essential to the successful functioning of the District.

The Superintendent shall be responsible for the proper assignment and transfer of all professional staff members and shall attempt to effect the optimum assignment of the professional staff in conformance with any applicable contractual or legal requirements, State certification requirements, and Federal requirements. The Superintendent shall establish an audit procedure to ensure that each instructional staff member's teaching certificate is currently in compliance with appropriate State certification criteria and has not been nullified or, if applicable, that the professional staff member is otherwise qualified to teach as allowed by law.

Teacher placement decisions shall be based on the following clear and transparent factors:

a. Staffing the curriculum with the most effective, certified, and qualified teachers to instruct the applicable courses, grades, and school schedule.

b. Appropriate certification, approval, or authorization for all aspects of the assignment. The certification, approval, or authorization, as applicable, will be determined by the Revised School Code, MDE's Teacher Certification Code, MDE's Rules for Special Education Programs and Services, and other applicable statutes and regulations.

c. Teacher placement decisions must be made based on teacher effectiveness criteria established in Revised School Code Section 1249.

d. Teacher placement decisions will be guided by the following criteria:

i. Retaining the most effective teachers who are certified (or otherwise approved or authorized) and qualified to instruct the courses within the curriculum, academic level(s), and department(s).

ii. Teachers must be properly certified, approved, or authorized for all aspects of their assignments. The teacher's certification, authorization, or approval status will be:

A) Determined by the Revised School Code, MDE's Teacher Certification Code, MDE's Rules for Special Education Programs and Services, and other applicable statutes and regulations; and

B) Based on documentation on file with the Superintendent's office.

A teacher must maintain valid certification, approval, or authorization, as applicable, and is responsible for filing a copy of the certificate, approval, or authorization with the Superintendent's office in compliance with Revised School Code Section 1532.

If a teacher petitions for nullification of the teaching certificate or any endorsement, the teacher must promptly provide written notice of that petition to the Superintendent's office.

iii. In addition, teachers must be fully qualified for all aspects of their assignments, as determined by the Board, based on documentation on file with the Superintendent's office, including:

A) Compliance with applicable state or federal regulatory standards, including standards established as a condition to receipt of foundation, grant, or categorical funding;
B) Credentials needed for District, school, or program accreditation;
C) District-provided professional development, training, and academic preparation for an instructional assignment that is anticipated to contribute to the teacher's effectiveness in that assignment and is integrated into instruction;
D) Relevant special training, other than professional development or continuing education as required by state or federal law, and integration of that training into instruction in a meaningful way;
E) Disciplinary record, if any
F) Previous effectiveness ratings;
G) Length of service in a grade level(s) or subject area(s);
H) Recency of relevant and comparable teaching assignments;
I) Attendance and punctuality;
J) Rapport with colleagues, parents, and students;
K) Ability to withstand the strain of teaching;
L) Compliance with state and federal law; and
M) Other relevant factors as determined by the Superintendent or designee.

e. Length of service may be considered as a tiebreaker if a teacher placement decision involves 2 or more teachers and all other factors distinguishing those teachers from each other are equal.

Vacant Positions

The Superintendent or designee determines when a vacancy exists. Generally, a vacancy is an unassigned, open position or a newly created position which the District intends to permanently fill. Consistent with Board Policy

3132, vacancies may be posted by the administration and be filled by a certified and qualified internal or external candidate consistent with policy. The Superintendent or designee has full discretion to assign Professional Staff or contractors to cover employee absences consistent with business necessity and operational needs.

Teacher Reduction in Force and Recall

This language is intended only as a summary of Board policy 3131, the portions referring specifically to teachers as defined above. This summary does not alter or limit the Board policy in any way, nor does it subject the policy, including this summary, to grievance or arbitration unless expressly provided by law. (See Board Policy 3131 for additional details)

When making program and staffing decisions resulting in the elimination of a teaching position or the recall of a teacher to a vacant teaching position, the Board will retain the most effective classroom teachers who are certified and qualified to instruct courses within the applicable curriculum, academic levels, and departments. The Board has the exclusive right to determine the size of the teaching staff based on curricular, fiscal, and other operating conditions. To the extent that the determinations involve Revised School Code Section 1248 requirements, the clear and transparent procedures of this Policy shall guide the implementation of that statute.

General Provisions:

The Superintendent is responsible, acting within the approved budget, for establishing the number and nature of teaching assignments to implement the approved curriculum. If the Superintendent determines that insufficient funds are budgeted for the existing teaching staff or that a reduction in teaching staff is necessary due to program, curricular, or other operational considerations, the Superintendent will recommend to the Board the teaching positions to be reduced.

Reduction in force and recall decisions must be made based on teacher effectiveness criteria established in Revised School Code Section 1249 and Policy 4403.

Decisions about the reduction and recall of teachers will be guided by the same criteria as shown above in Teacher Placement (d, i -iii, including iii A-M)

Teachers must provide the District with current information and documentation supporting the teacher's certification and qualifications.Reduction and recall decisions will be based on the teacher's certification and qualifications in the District's records at the time of the decision.A laid off teacher must maintain current contact information (address, phone, and email address) with the Superintendent's office.Failure to maintain current contact information may negatively impact the teacher's recall.

Teacher reductions and recalls are by formal Board action.Before the Board authorizes a teacher reduction, the Superintendent or designee will notify, in writing, the affected teacher of an opportunity to respond, either in person or in writing, to the proposed reduction.The Superintendent or designee will provide written notice of Board reduction in force or recall decisions to each affected teacher.A teacher's length of service with the District or tenure under the Teachers' Tenure Act will not be the sole factor in reduction in force and recall decisions. Teacher reduction in force and recall decisions will be implemented by the process defined in Board Policy 3131.

Teacher Performance Evaluation

This language is intended only as a summary of Board policy 4403, the portions referring specifically to teachers as defined above. This summary does not alter or limit the Board policy in any way, nor does it subject the policy, including this summary, to grievance or arbitration unless expressly provided by law. (See Board Policy 4403 for additional details)

The Board's authority shall not be limited by policy or this summary in any decisions to non-renew a professional staff member's contract at the end of the contract's term.

Teachers will be evaluated pursuant to a performance evaluation system consistent with Revised School Code Section 1249 and the Teachers' Tenure Act. This performance evaluation system will include, as appropriate, the following:

1. a year-end evaluation process that meets statutory standards;

2. an evaluation tool that incorporates components required by law, including:

    a. locally agreed-on student growth and assessment data or student learning objectives, as defined by Revised School Code Section 1249;
    b. the teacher's performance; and
    c. objective criteria.

3. an individualized development plan (IDP) with performance goals developed by the evaluator in consultation with the teacher and recommended training designed to improve the teacher's effectiveness for:

    a. all probationary teachers;
    b. teachers rated minimally effective or ineffective during the 2023-24 school year school year;
    c. teachers rated needing support or developing; or
    d. at the evaluator's discretion when performance deficiencies are noted.

4. classroom observations of at least 15 minutes each which include, at a minimum, a review of the teacher's lesson plan, the state curriculum standard used in the lesson, and pupil engagement, with appropriate written feedback and a post-observation meeting between the teacher and the school administrator conducting the observation to discuss those items;

5. a mid-year progress report, if required by law, which aligns with the teacher's individualized development plan, includes specific performance goals developed by the evaluator, and any recommended training identified by the evaluator;

6. a year-end performance evaluation effectiveness rating, of effective, developing, or needing support;

7. tenured teachers rated as highly effective or effective on the 3 most recent consecutive year-end evaluations may be evaluated triennially, but if the teacher is not rated as effective on one of the triennial year-end evaluations, the teacher must receive year-end evaluations;

8. a mentor for teachers rated developing or needing support or for teachers in the first year of probation;

9. opportunity for a tenured teacher rated needing support on a year-end evaluation to request a review consistent with Revised School Code Section 1249;

10. a tool approved by MDE, a modified MDE tool, or a local evaluation tool if adopted in compliance with Revised School Code Section 1249 and corresponding regulations;

11. website posting of required information for the evaluation tool;

12. training on the evaluation tool for teachers and evaluators as required by law; and

13. other components that the Superintendent or designee deems relevant, important, or in the District's best interests.

If a tenured teacher is rated ineffective or needing support on 3 consecutive year-end evaluations, the teacher shall be discharged consistent with due process. The District is not precluded from discharging a teacher at other times as provided by the Teachers' Tenure Act.

If a teacher receives an unevaluated rating, the teacher's rating from the school year immediately before the designation must be used.

Grievance Procedure

An alleged violation of this Appendix is not subject to grievance or arbitration. Probationary teachers cannot challenge any decision concerning evaluation, placement, and layoff/recall. An Arbitrator, however, has jurisdiction to consider a grievance filed under the Article V grievance procedure by a tenured teacher after receiving two (2) consecutive ratings of "Needing Support" on their most recent performance evaluations.

APPENDIX II

SUMMARY OF SCHOOL COUNSELOR PERFORMANCE
EVALUATION RUBRIC
SPARTA AREA SCHOOLS

Counselor Name:_____ Evaluator Name:_____ Date: _____

Instructions for evaluation:

The **School Counselor Performance Evaluation Rubric** is scored at the end of the year. It is recommended to the school counselor and the administrator completes the rubric independently. Columns are provided on the rubric for each party to indicate the item score. A face-to-face meeting will provide an opportunity to discuss any discrepancy between the scores. The evaluator will make the final determination of the score for each rubric, following the face-to-face discussions.

AREA	AREA SCORING POINTS
AREA I –S.C.C. Curriculum	
AREA II – Individual Planning	
AREA III – Responsive Services	
AREA IV –Indirect Services	
AREA V –Program Planning	
AREA VI – Professional Behavior	
	/88

The overall effectiveness rating is found by dividing the accumulated points by the maximum possible points. Use the following table to determine the proper level of effectiveness.

Ineffective	**1**	0-59.99%
Minimally Effective	**2**	60-74.99%
Effective	**3**	75-89.99%
Highly Effective	**4**	90-100%

Cumulative percentage: _____ is at level: [Circle one]

Counselor's overall status:

INEFFECTIVE MINIMALLY EFFECTIVE EFFECTIVE HIGHLY EFFECTIVE

A designation of 'Ineffective" or "Minimally Effective" will generate an additional professional goal for the coming year.

STRENGTHS

GROWTH AREAS

Employee Signature:	Administrator Signature:
Date:	Date:

These ratings have been discussed between the evaluator and the school counselor. The counselor's signature does not necessarily indicate agreement.

APPENDIX III

Psychologist's Summative Evaluation Tool

Name:_____ Date:

Administrator:_____ Building:

I.	***Psychologist's Therapeutic Process***	***Expectations:***	
	The psychologist demonstrates:	Met	Not Met
	Management and Organization		
1.	Individual Planning		
2.	Maximizes time with students		
3.	Constructively manages student behavior		
4.	Conducts well planned and goal oriented sessions		
5.	Provides timely follow-up		
6.	Interprets test information accurately and appropriately		
7.	Completes necessary paperwork		
	Strategies		
4.	Provides accurate, relevant and unbiased information		
5.	Provides and facilitates classroom sharing on appropriate topics		
6.	Develops workable, effective behavior management plans		
7.	Supports cooperative behavior among students		
8.	Assists in home/school communication		
	Responsive Services		
4.	Identifies problems and issues to be resolved		
5.	Advocates for students and families		
6.	Assists in planning for students through evaluations		
7.	Attends IEPC's, MET's, and Child Study meetings		
8.	Facilitates effective problem solving		
9.	Shares information understandably and positively		
10.	Refers students and/or families to community resources		
11.	Addresses crisis situations		
	Systems Support		
4.	Provides comprehensive assessment services		
5.	Documents assessments with work notes and assists with transitions		
6.	Is knowledgeable regarding support services and resources		
7.	Is ethical and discreet with confidential information		
8.	Is prompt, accurate, and comprehensive in collecting and documenting needed information as it relates to the delivery of assessment and evaluative reports		
	Assessment Environment		
4.	Demonstrates strategies to motivate students		
5.	Maintains supportive climate while conducting evaluations		
6.	Establishes rapport with students and their families		

Constructive Interpersonal Relationships

4. Educational Staff
5. Parents/Community Members

Professional Development Responsibilities

4. Contributes to organizational solutions outside of assigned responsibility
5. Demonstrates a sense of professional responsibility in work habits
6. Practices ethical standards and follows legal guidelines
7. Understands and follows school/district guidelines, policies, practices
8. Demonstrates a commitment toward the school improvement process
9. Demonstrates a commitment toward growth in the profession
10. Demonstrates a good faith effort to complete the professional development plan

_____Comment page attached.
_____Comment page not attached.

_____
Psychologist's signature and date Administrator's signature and date

Administrative Summative Report

Psychologist:_____ Building:

Administrator:_____ School Year:

Please check off the appropriate category and forward this form to the administration office in care of the superintendent. Route: Employee personnel file.

_____ Satisfactory
_____ Satisfactory with Plan for Improvement
_____ Not Satisfactory with Plan for Improvement
_____ Not Recommended for Reemployment

Psychologist's comments:

Administrator's comments:

_____
Psychologist's signature and date Administrator's signature and date

*Signatures imply the content of the document has been reviewed and discussed. Explanatory comments are required for any ratings not meeting expected performance.

APPENDIX IV

COLLABORATION - The school social worker fosters relationships with school colleagues, parents, and a larger community to support pupil learning, taking leadership opportunities to improve and enhance di

ELEMENT	Ineffective=1	Minimally Effective=2	Effective=3	Highl
Participation in Team Meetings Attribute: Team meetings are department, IEP and Child Study Meetings	The school social worker does not attend team meetings and does little to be a meaningful participant in the student assistant team process.	The school social worker seldom attends team meetings. Participation in the meetings is limited or the school social worker must be prompted to participate and provide input.	The school social worker attends all or nearly all of the team meetings and is an active participant, providing input and suggestions for improving student success in school.	The sc attends a provide and ic student s rare in helpf
		Attribute: Frequently leaves team meetings prior to end.	Attribute: Attends all meetings with the exception of extenuating circumstances, generally stays for the whole meeting	Attrib always f meet absolute is wri questio d
Problem Solving	The school social worker does not work with parents, school staff and others to develop and implement interventions to solve problems or challenges related to student learning, behavior, or progress; and/or, are ineffective in doing so.	The school social worker occasionally works with parents, school staff, and others to develop and implement interventions to solve problems or challenges related to student learning, behavior, and progress.	The school social worker works effectively with parents, school staff, and others to develop and implement interventions to solve problems or challenges related to student learning, behavior, and progress.	The sc works ef schoo devel intervent or challe learn progress growth
	Attributes: SSW: does not or does not frequently provide	Attributes: SSW: consistently leads and coordinates plans for students	Attributes: SSW: consistently leads and coordinates plans for students; there is	Attribute leads and st

	leadership or volunteer to coordinate plans for students		documentation or other evidence (e.g. grades) of effectiveness of the majority of student plans	docu evidenc the majo Also, on-goi studen
Response to referrals / timeliness in completing evaluations Attributes: includes FBAs, SpEd evaluations, and formal behavior	The school social worker does not respond to referrals and does not complete evaluations.	The social worker does not respond to referrals in a timely manner and is often late in completing evaluations.	The school social worker responds to a referral and completes evaluations on time, except in extenuating circumstances, where appropriate procedure has been followed and administrative approval is granted for extension.	The sc shows sure refe on and other eva follow
	Does not complete evaluations within timelines or prior to time-sensitive meetings (e.g. manifestation)		Few to no complaints on responsiveness to referrals.	N responsiv held in h resp
Relationships with Colleagues Attributes:	The school social worker's relationships with colleagues are negative or self-serving.	The school social worker maintains cordial relationships with colleagues to fulfill the duties that the school or district requires.	Support and cooperation characterize relationships with colleagues.	Suppo leade relations School initia respecte
		Treats others with respect, works effectively on school-based teams, and meets contractual obligations for after school events.	Treats others with respect and contributes to school activities beyond contractual agreement. SSW engages in difficulty conversations with staff and parents without prompting.	Treats o contribu beyond c SSW e convers parents w can den

ORAL AND WRITTEN COMMUNICATION - The school social worker communicates frequently, effectively, with staff, students, and families regarding evaluations, services provided and student progress, utilizin when appropriate.

ELEMENT	Ineffective	Minimally Effective	Effective	High
Communicating with families regarding students in a timely manner	The school social worker does not provide information to parents and does not respond or responds insensitively to parent concerns about students.	The school social worker adheres to the school's required procedures for communicating to parents. Information provided to families and staff is basic and school social worker may need to be prompted or reminded to share information.	The school social worker communicates with parents and provides useful information to families on student evaluation outcomes or progress.	The sc commun parents positive of stude to paren with s support
		Attributes: Parents are informed of progress on behavior plans and most IEP progress notes on time. The majority of reports are given to parents at the IEP meeting.	Attributes: Parents are informed of progress on behavior plans and IEP progress notes on time. Reports are generally provided to parents prior to IEP meetings	Attribute always c thorou linked reports a prior
Communicating with staff in a timely manner	Feedback is not provided. The school social worker provides no information to staff regarding the students he/she is working with.	Timeliness of feedback is inconsistent. Responses to staff concerns are minimal.	Feedback is provided in a timely manner. The school social worker communicates with staff about students' progress on a regular basis and is available as needed to respond to staff concerns.	Feedb provide both verb A clear e achieve
		Attributes: Staff feedback indicates they are not informed and/or unaware of requests or concerns made by parents. The majority of reports are given to staff at the IEP meeting.	Attributes: Necessary staff are aware of concerns raised by parents; actively ensuring that there are not gaps in communication. Staff are aware of student progress on	Attribute aware o parents; ther comm evidence

			IEP goals / student plans. Reports are generally provided to staff prior to IEP meetings	commu betwee regarding plans reports prior
Utilizing technology to Communicate	The school social worker does not use district resources to enhance productivity and professional practice.	The school social worker occasionally uses district technology resources to communicate with staff and parents, and occasionally applies technology to increase productivity and support professional practice.	The school social worker consistently utilizes functions of district technology resources to communicate with staff and parents and uses technology tools to develop professional, instructional, and communicative materials.	The sc demon utilize a district te commu pare professio comm
Communicating clearly and accurately	The School Social Worker's written reports are of poor quality, overly lengthy, cumbersome/verbose, are of limited content, or written in a manner that is difficult to understand and limits its usefulness to the reader.	The School Social Worker's reports are written in an understandable manner and contain the basic information necessary to convey information from the evaluation. Oral explanations of results are generally understood by parents but include jargon that parents do not understand.	The School Social Worker's reports are written in a clear and concise manner, and contain complete information about the evaluation. Oral explanations of results are parent-friendly and indicate a differentiation of delivery based on the situation.	The Sc reports a concise. skills are and res easy to and th pict evaluated results indicat delivery and incl between and inst

LEARNING

ELEMENT	Ineffective	Minimally Effective	Effective	High

Creating an environment of respect and rapport with students	The School Social Worker is not successful in building rapport with students. Interactions with at least some students are negative, demeaning, sarcastic, or inappropriate to the age or culture of the students.	School Social Worker is able to build a basic level of rapport with students, so that duties are carried out to meet requirements. Occupational Therapist-student interactions are generally appropriate, but may reflect occasional inconsistencies, negativity, or disregard for students' cultures.	School Social Worker is able to establish rapport effectively with students. Occupational Therapist-student interactions are mutually respectful and positive. Such interactions are appropriate to developmental and cultural norms.	The Sc demons and re stude establish chal
			Attribute: Sensitivity for the student's welfare and feelings are held above other circumstances; SSW advocates for this in the presence of other adults demonstrated when others are in heightened states of emotion; including the student.	Attribu student's are circumst for this i adults. A crisis ar heighter inclu
Maintaining Confidentiality	The School Social Worker does not respect the confidentiality of students, parents and staff that they work with.	The School Social Worker inappropriately shares information with individuals or often does not take the necessary care to ensure confidential information remains secure.	The school social worker always abides by the established guidelines of confidentiality with respect to the students, parents, and staff they work with. Information is shared only with individuals involved with the case, or according to mandated reporter law.	The sc alw establ confiden the stude they wor shared involv according law. enco addr confide st
			Attribute: A need to know basis is maintained consistently	

Knowledge of Students' Approaches to Learning	The SSW is not aware of, or does not respond to, students' individual learning preferences and styles.	The SSW displays general understanding of students' individual learning preferences and styles and occasionally considers them when planning for instruction.	The SSW knows students' individual learning preferences and styles and considers them when planning for instruction.	The SS individua and sty when pla and hel teache perso learning growth
Student Groups	Students are not productively engaged. Groups are inappropriate to students or instructional goals	Students are only productive when school social worker is involved. Group work is partially organized or partially appropriate to students or instructional goals.	Majority of students are engaged at all times. Group work is organized and fully appropriate to students or instructional goals.	Studer engaged approp instruct assum producti in selecti for skill t class

Evaluation - The school social worker demonstrates thorough knowledge of students' backgrounds, skil and uses this knowledge to set diagnostic goals, select evaluation tools, and design evaluations related t

ELEMENT	Ineffective	Minimally Effective	Effective	High
Designing evaluation and choosing evaluation tools	School social worker does not choose appropriate evaluation tools or design evaluations to provide the information necessary to address the referral concerns.	School social worker chooses the evaluation tools necessary to address most basic referral concerns. Information yielded by the instruments is minimal.	School social worker chooses appropriate evaluation tools so that referral concerns are addressed.	School s evalua referral c in a c necessar and use instrume accura resu

		Attribute: Prompting is required to select evaluation tools that would positively contribute to planning or an evaluation, or there is limited knowledge of how to use an evaluation tool commonly used within the department.	Attribute: SSW demonstrates confidence with selection of evaluation tools that would positively contribute to planning or an evaluation; including independently initiating use of tools to gather information prior to evaluations	Attri demons selectio that contrib eval indepen tools t prior t indep and/or se beyond the d colleag
Skill in using evaluation tools	School social worker does not exhibit necessary skills to administer/interpret instruments in a valid or effective manner.	School social worker exhibits basic proficiency in administering / interpreting evaluation tools.	School social worker is comfortable and proficient in administering and interpreting evaluation tools.	School s compreh exper interpr tools sp emotiona the schoo to link
		Attribute: SSW can independently interpret and report out findings for the majority of evaluations. Second opinions are sought for help with interpretation	Attribute: SSW can independently interpret and report out findings for the majority of evaluations. Second opinions are sought, but as validation of a stated interpretation.	Att indepen report major Second only as inte demonstr staff for of evalua

PLANNING AND ORGANIZATION: The social worker demonstrates thorough and flexible planning for effi meetings and meeting students needs

ELEMENT	Ineffective	Minimally Effective	Effective	High
Demonstrating organizational / planning skills	The school social worker is unprepared for their duties and shows little evidence of long-term planning. These weaknesses interfere with the quality or timeliness of the work product, and results in the school social worker being consistently behind in their duties.	The school social worker sometimes displays some evidence of planning and preparation for their daily duties, but may have some occasions where the planning is insufficient.	The school social worker usually shows consistent evidence of daily preparation and long-term planning, which typically results in duties being completed in an efficient and timely manner.	The scl alwa commitm long-tern social w model and or
		Attributes: SSW sets agendas for team meetings and gathers necessary information prior to those meetings to aid decision-making. SSW is sometimes able to independently make schedule adjustments to meet students' needs.	Attributes: SSW sets agendas for team meetings and gathers necessary information prior to those meetings to aid decision-making. SSW is able to independently make schedule adjustments to meet students' needs.	Attribut for team necessar thos decision to in schedul s
Organizing / Maintaining Records Attributes: includes communication logs, Medicaid (service logs/monthly summaries), student files/case logs	School social worker frequently loses or has trouble keeping track of materials and records.	School social worker generally maintains records and materials in a satisfactory manner with only occasional misplaced items	The school social worker maintains complete records and organizes materials in an efficient manner.	The sc maint comp Materia manner exe
		SSW sometimes does not anticipate the need for their records to be included at team meetings and the records are not immediately present or accessible	SSW has thorough records readily accessible at team meetings or upon staff request	SSW h readily meetings SSW an informa dissemi prior
Goal Development				

	Goals do not reflect assessment findings.	Goals are written to reflect assessment findings, but are difficult to measure.	Goals are written to reflect assessment findings, are measurable and reflect typical hierarchy of development of skill.	Goals a asses measura hierarch skill cur
Demonstrating Knowledge of Resources Attributes:	School social worker is unaware of district or community resources available for students or staff who needs them.	School social worker displays limited knowledge of district or community resources available for students or staff who needs them.	The school social worker is fully aware of available district and community resources, and utilizes these resources or helps others access them.	The scl fully awa and com utilize helps oth develop resou
		Goals design are not crafted to close the academic/skill gap.	Goals are designed to close the academic/skill gap.	Goals

LEARNING: PROFESSIONAL DEVELOPMENT - The school social worker demonstrates deep content know opportunities for continued personal and professional growth, and contributes to the profession.

ELEMENT	Ineffective	Minimally Effective	Effective	High
Knowledge of Special Education State and Federal Rules and Regulations	The school social worker does not display sufficient knowledge of state and federal special education rules and regulations that are used in their profession or may inconsistently abide by these rules.	The school social worker exhibits adequate knowledge of most special education rules and regulations that are used in their profession on a regular basis and require reminders and/or directives to abide by these rules.	The school social worker's knowledge of special education rules and regulations is extensive. The school social worker can be counted on to follow these rules and assist others in ensuring they are carried out accurately.	The sc kno educatio is exte conside expert school counte rules ensurin
			Attributes: The SSW has extensive knowledge of rules	Attrib sough

			and regulations; acts independently to access answers to unknown information prior to seeking clarification.	colleag
Growing and Developing Professionally	The school social worker does not participate in, or does not engage in, professional development activities.	The school social worker participates in professional development activities to enhance knowledge or skill when they are offered. The school social worker will maintain professional licensure required by the state.	The school social worker participates in professional development activities to enhance knowledge or skill when they are offered, and often seeks out opportunities for professional development to enhance content knowledge.	The sc views his/her c professio goals fo and seek reach th to a profes acti kno

APPENDIX V

COLLABORATION - The Speech Language Pathologist fosters relationships with school colleagues pupil learning, taking leadership opportunities to improve and enhance district efficacy.

ELEMENT	Ineffective=1	Minimally Effective=2	Effective=3
Participation in Team Meetings Attribute: Team meetings are department, IEP and Child Study Meetings	The Speech Language Pathologist does not attend team meetings and does little to be a meaningful participant in the student assistant team process.	The Speech Language Pathologist seldom attends team meetings. Participation in the meetings is limited or the Speech Language Pathologist must be prompted to participate and provide input.	The Speech Language Pathologist attends all or nearly all of the team meetings and is an active participant, providing input and suggestions for improving student success in school.
		Frequently leaves team meetings prior to end.	Attends all meetings with the exception of extenuating circumstances, generally stays for the whole meeting
Problem Solving	The Speech Language Pathologist does not work with parents, school staff and others to develop and implement interventions to solve problems or challenges related to student learning, behavior, or progress; and/or, are ineffective in doing so.	The Speech Language Pathologist occasionally works with parents, school staff, and others to develop and implement interventions to solve problems or challenges related to student learning, behavior, and progress.	The Speech Language Pathologist works effectively with parents, school staff, and others to develop and implement interventions to solve problems or challenges related to student learning, behavior, and progress.
	Attributes: SLP: does not or does not frequently provide	Attributes: SLP: consistently leads and coordinates plans for students	Attributes: SLP: consistently leads and coordinates plans for students; there is

	leadership or volunteer to coordinate plans for students		documentation or other evidence (e.g. grades) of effectiveness of the majority of student plans
Response to referrals / timeliness in completing evaluations Attributes: referrals for interventions / evaluations	The Speech Language Pathologist does not respond to referrals and does not complete evaluations.	The Speech Language Pathologist does not respond to referrals in a timely manner and is often late in completing evaluations.	The Speech Language Pathologist responds to a referral and completes evaluations on time, except in extenuating circumstances, where appropriate procedure has been followed and administrative approval is granted for extension.
	Does not complete evaluations within timelines or prior to time-sensitive meetings (e.g. child study follow-up)		Few to no complaints on responsiveness to referrals.
School and Community Relationships Attributes:	The Speech Language Pathologist's relationships with colleagues are negative or self-serving.	The Speech Language Pathologist maintains cordial relationships with colleagues to fulfill the duties that the school or district requires.	Support and cooperation characterize relationships with colleagues.
		Treats others with respect, works effectively on school-based teams, and meets contractual obligations for after school events.	Treats others with respect and contributes to school activities beyond contractual agreement. SSW engages in difficulty conversations with staff and parents without prompting.

ORAL AND WRITTEN COMMUNICATION - The Speech Language Pathologist communicates frequen sensitively with staff, students, and families regarding evaluations, services provided and student technology when appropriate.

ELEMENT	Ineffective	Minimally Effective	Effective
Communicating with families regarding students in a timely manner	The Speech Language Pathologist does not provide information to parents and does not respond or responds insensitively to parent concerns about students.	The Speech Language Pathologist adheres to the school's required procedures for communicating to parents. Information provided to families is basic and Speech Language Pathologist may need to be prompted or reminded to share information.	The Speech Language Pathologist communicates with parents and provides useful information to families on student evaluation outcomes or progress.
		Attributes: Parents are informed of progress on behavior plans and most IEP progress notes on time. The majority of reports are given to parents at the IEP meeting.	Attributes: Parents are informed of progress on plans and IEP progress notes on time. Reports are generally provided to parents prior to IEP meetings
Communicating with staff in a timely manner	Feedback is not provided. The Speech Language Pathologist provides no information to staff regarding the students he/she is working with.	Timeliness of feedback is inconsistent. Responses to staff concerns are minimal.	Feedback is provided in a timely manner. The Speech Language Pathologist communicates with staff about students' progress on a regular basis and is available as needed to respond to staff concerns.
		Attributes: Staff feedback indicates they are not informed and/or unaware of requests or concerns made by parents. The	Attributes: Necessary staff are aware of concerns raised by parents; actively ensuring that there are not gaps in communication. Staff are

		majority of reports are given to staff at the IEP meeting.	aware of student progress on IEP goals / student plans. Reports are generally provided to staff prior to IEP meetings
Utilizing technology to Communicate	The Speech Language Pathologist does not use district resources to enhance productivity and professional practice.	The Speech Language Pathologist occasionally uses district technology resources to communicate with staff and parents, and occasionally applies technology to increase productivity and support professional practice.	The Speech Language Pathologist consistently utilizes functions of district technology resources to communicate with staff and parents and uses technology tools to develop professional, instructional, and communicative materials.
Communicating clearly and accurately	The Speech Language Pathologist's written reports are of poor quality, overly lengthy, cumbersome/verbose, are of limited content, or written in a manner that is difficult to understand and limits its usefulness to the reader.	The Speech Language Pathologist's reports are written in an understandable manner and contain the basic information necessary to convey information from the evaluation. Oral explanations of results are generally understood by parents but include jargon that parents do not understand.	The Speech Language Pathologist's reports are written in a clear and concise manner, and contain complete information about the evaluation. Oral explanations of results are parent-friendly and indicate a differentiation of delivery based on the situation.
LEARNING			

ELEMENT	Ineffective	Minimally Effective	Effective	
Creating an environment of respect and rapport with students	The Speech Language Pathologist is not successful in building rapport with students. Interactions with at least some students are negative, demeaning, sarcastic, or inappropriate to the age or culture of the students.	Speech Language Pathologist is able to build a basic level of rapport with students, so that duties are carried out to meet requirements. Speech Language Pathologist-student interactions are generally appropriate, but may reflect occasional inconsistencies, negativity, or disregard for students' cultures.	Speech Language Pathologist is able to establish rapport effectively with students. Speech Language Pathologist-student interactions are mutually respectful and positive. Such interactions are appropriate to developmental and cultural norms.	g in to
			Attribute: Sensitivity for the students welfare and feelings are held above other circumstances; SLP advocates for this in the presence of other adults demonstrated when others are in heightened states of emotion; including the student.	stu he pr de oth en
Maintaining Confidentiality	The Speech Language Pathologist does not respect the confidentiality of students, parents and staff that they work with.	The Speech Language Pathologist inappropriately shares information with individuals or often does not take the necessary care to ensure confidential information remains secure.	The Speech Language Pathologist always abides by the established guidelines of confidentiality with respect to the students, parents, and staff they work with. Information is shared only with individuals involved with the case, or according to mandated reporter law.	Pa c th th ac en d
			Attributes: A "need to know" basis is maintained consistently	
Knowledge of Students'				

Approaches to Learning	The SLP is not aware of, or does not respond to, students' individual learning preferences and styles.	The SLP displays general understanding of students' individual learning preferences and styles and occasionally considers them when planning for instruction.	The SLP knows students' individual learning preferences and styles and considers them when planning for instruction.	ir an he E
Student Groups	Students are not productively engaged. Groups are inappropriate to students or instructional goals.	Students are only productive when Speech Language Pathologist is involved. Group work is partially organized or partially appropriate to students or instructional goals.	Majority of students are engaged at all times. Group work is organized and fully appropriate to students or instructional goals.	e pr se

EVALUATION - The Speech Language Pathologist demonstrates thorough knowledge of students' b challenges and uses this knowledge to set diagnostic goals, select evaluation tools, and design eva referral.

ELEMENT	Ineffective	Minimally Effective	Effective	
Designing evaluation and choosing evaluation tools	Speech Language Pathologist does not choose appropriate evaluation tools or design evaluations to provide the information necessary to address the referral concerns.	Speech Language Pathologist chooses the evaluation tools necessary to address most basic referral concerns. Information yielded by the instruments is minimal.	Speech Language Pathologist chooses appropriate evaluation tools so that referral concerns are addressed.	S cl re in

		Attributes: Prompting is required to select evaluation tools that would positively contribute to planning or an evaluation, or there is limited knowledge of how to use an evaluation tool commonly used within the department.	Attributes: SLP demonstrates confidence with selection of evaluation tools that would positively contribute to planning or an evaluation; including independently initiating use of tools to gather information prior to evaluations	se v i in S a t
Skill in using evaluation tools	Speech Language Pathologist does not exhibit necessary skills to administer/interpret instruments in a valid or effective manner.	Speech Language Pathologist exhibits basic proficiency in administering / interpreting evaluation tools.	Speech Language Pathologist is comfortable and proficient in administering and interpreting evaluation tools.	S k e e th
		Attributes: SLP can independently interpret and report out findings for the majority of evaluations. Second opinions are sought for help with interpretation	Attributes: SLP can independently interpret and report out findings for the majority of evaluations. Second opinions are sought, but as validation of a stated interpretation.	m d s o
Eligibility and Recommendations	Either over- or under-identifies students for special education.	Accurately identifies students for special education, but is easily persuaded to adjust recommendations without appropriate cause.	Accurately identifies students for special education. Works collaboratively with diagnostic team to determine meaningful, consistent recommendations.	fo

Adherence to KISD Speech and Language Guidelines	Methods do not adhere to KISD Guidelines or standardized assessment procedures.	Adheres to KISD guidelines and standardized testing only.	Adheres to KISD guidelines. Utilizes input from multiple sources to get a complete picture of student functioning in the general education setting, including standardized assessment.	

The Speech Language Pathologist demonstrates thorough and flexible planning for efficient team students needs

ELEMENT	Ineffective	Minimally Effective	Effective	
Demonstrating organizational / planning skills	The Speech Language Pathologist is unprepared for their duties and shows little evidence of long-term planning. These weaknesses interfere with the quality or timeliness of the work product, and results in the Speech Language Pathologist being consistently behind in their duties.	The Speech Language Pathologist sometimes displays some evidence of planning and preparation for their daily duties, but may have some occasions where the planning is insufficient.	The Speech Language Pathologist usually shows consistent evidence of daily preparation and long-term planning, which typically results in duties being completed in an efficient and timely manner.	
		Attributes: SLP sets agendas for team meetings and gathers necessary information prior to	Attributes: SLP sets agendas for team meetings and gathers necessary information prior to	

		those meetings to aid decision-making. SLP is sometimes able to independently make schedule adjustments to meet students' needs.	those meetings to aid decision-making. SLP is able to independently make schedule adjustments to meet students' needs.
Organizing / Maintaining Records Attributes: includes communication logs, Medicaid (service logs/monthly summaries), student files/case logs	Speech Language Pathologist frequently loses or has trouble keeping track of materials and records.	Speech Language Pathologist generally maintains records and materials in a satisfactory manner with only occasional misplaced items.	The Speech Language Pathologist maintains complete records and organizes materials in an efficient manner.
		SLP sometimes does not anticipate the need for their records to be included at team meetings and the records are not immediately present or accessible	SLP has thorough records readily accessible at team meetings or upon staff request
Goal Development	Goals do not reflect assessment findings.	Goals are written to reflect assessment findings, but are difficult to measure	Goals are written to reflect assessment findings, are measurable and reflect typical hierarchy of development of skill
Demonstrating Knowledge of Resources	Speech Language Pathologist is unaware of district or ISD resources available for students or staff who needs them.	Speech Language Pathologist displays limited knowledge of district or ISD resources available for students or staff who needs them.	The Speech Language Pathologist is fully aware of available district and ISD resources, and utilizes these resources or helps others access them.

LEARNING: PROFESSIONAL DEVELOPMENT - The Speech Language Pathologist demonstrates deep seeks opportunities for continued personal and professional growth, and contributes to the profe			
ELEMENT	**Ineffective**	**Minimally Effective**	**Effective**
Knowledge of Special Education State and Federal Rules and Regulations	The Speech Language Pathologist does not display sufficient knowledge of state and federal special education rules and regulations that are used in their profession or may inconsistently abide by these rules.	The Speech Language Pathologist exhibits adequate knowledge of most special education rules and regulations that are used in their profession on a regular basis and require reminders and/or directives to abide by these rules.	The Speech Language Pathologist's knowledge of special education rules and regulations is extensive, The Speech Language Pathologist can be counted on to follow these rules and assist others in ensuring they are carried out accurately.
			Attributes: The SLP has extensive knowledge of rules and regulations; acts independently to access answers to unknown information prior to seeking clarification.
Growing and Developing Professionally Attributes:	The Speech Language Pathologist does not participate in, or does not engage in, professional development activities.	The Speech Language Pathologist participates in professional development activities to enhance knowledge or skill when they are offered. The Speech Language Pathologist will maintain professional licensure required by the state.	The Speech Language Pathologist participates in professional development activities to enhance knowledge or skill when they are offered, and often seeks out opportunities for professional development to enhance content knowledge.

		Goals designs are not crafted to close the academic/skill gap.	Goals are designed to close the academic/skill gap.

APPENDIX VI

COLLABORATION - The Occupational Therapist fosters relationships with school colleagues and p learning, taking leadership opportunities to improve and enhance district efficacy.			
ELEMENT	**Ineffective=1**	**Minimally Effective=2**	**Effective=3**
Participation in Team Meetings Attribute: Team meetings are department, IEP and Child Study Meetings	The Occupational Therapist does not attend team meetings and does little to be a meaningful participant in the student assistant team process.	The Occupational Therapist seldom attends team meetings. Participation in the meetings is limited or the Occupational Therapist must be prompted to participate and provide input.	The Occupational Therapist attends all or nearly all of the team meetings and is an active participant, providing input and suggestions for improving student success in school.
		Attribute: Frequently leaves team meetings prior to end.	Attribute: Attends all meetings with the exception of extenuating circumstances, generally stays for the whole meeting
Problem Solving Attributes:	The Occupational Therapist does not work with parents, school staff and others to develop and implement interventions to solve problems or challenges related to student learning, behavior, or progress;	The Occupational Therapist occasionally works with parents, school staff, and others to develop and implement interventions to solve problems or challenges	The Occupational Therapist works effectively with parents, school staff, and others to develop and implement interventions to solve problems or challenges related to student

	and/or, is ineffective in doing so.	related to student learning, behavior, and progress.	learning, behavior, and progress.	
	Attributes: OT: does not or does not frequently provide leadership or volunteer to coordinate plans for students	Attributes: OT: consistently leads and coordinates plans for students	Attributes: OT: consistently leads and coordinates plans for students; there is documentation or other evidence (e.g. grades) of effectiveness of the majority of student plans	l
Response to referrals / timeliness in completing evaluations Attributes: referrals for interventions / evaluations	The Occupational Therapist does not respond to referrals and does not complete evaluations.	The Occupational Therapist does not respond to referrals in a timely manner and is often late in completing evaluations.	The Occupational Therapist responds to a referral and completes evaluations on time, except in extenuating circumstances, where appropriate procedure has been followed and administrative approval is granted for extension.	c
	Attributes: Does not complete evaluations within timelines or prior to time-sensitive meetings (e.g. child study follow-up)		Attributes: Few to no complaints on responsiveness to referrals.	r l
School and Community Relationships Attributes:	The Occupational Therapist's relationships with colleagues are negative or self-serving.	The Occupational Therapist maintains cordial relationships with colleagues to fulfill the duties that the school or district requires.	Support and cooperation characterize relationships with colleagues.	
		Attributes: Treats others with respect, works effectively on school-based teams, and meets contractual obligations for after school events.	Attributes: Treats others with respect and contributes to school activities beyond contractual agreement. SSW engages in difficulty	c b

			conversations with staff and parents without prompting.

ORAL AND WRITTEN COMMUNICATION - The Occupational Therapist communicates frequently, e sensitively with staff, students, and families regarding evaluations, services provided and student technology when appropriate.

ELEMENT	Ineffective	Minimally Effective	Effective
Communicating with families regarding students in a timely manner	The Occupational Therapist does not provide information to parents and does not respond or responds insensitively to parent concerns about students.	The Occupational Therapist adheres to the school's required procedures for communicating to parents. Information provided to families is basic and Occupational Therapist may need to be prompted or reminded to share information.	The Occupational Therapist communicates with parents and provides useful information to families on student evaluation outcomes or progress.
		Attributes: Parents are informed of progress on behavior plans and most IEP progress notes on time. The majority of reports are given to parents at the IEP meeting.	Attributes: Parents are informed of progress on plans and IEP progress notes on time. Reports are generally provided to parents prior to IEP meetings
Communicating with staff in a timely manner	Feedback is not provided. The Occupational Therapist provides no information to staff regarding the students he/she is working with.	Timeliness of feedback is inconsistent. Responses to staff concerns are minimal.	Feedback is provided in a timely manner. The Occupational Therapist communicates with staff about students' progress on a regular basis and is available as needed to respond to staff concerns.

		Attributes: Staff feedback indicates they are not informed and/or unaware of requests or concerns made by parents. The majority of reports are given to staff at the IEP meeting.	Attributes: Necessary staff is aware of concerns raised by parents; actively ensuring that there are not gaps in communication. Staff is aware of student progress on IEP goals / student plans. Reports are generally provided to staff prior to IEP meetings
Utilizing technology to Communicate	The Occupational Therapist does not use district resources to enhance productivity and professional practice.	The Occupational Therapist occasionally uses district technology resources to communicate with staff and parents, and occasionally applies technology to increase productivity and support professional practice.	The Occupational Therapist consistently utilizes functions of district technology resources to communicate with staff and parents and uses technology tools to develop professional, instructional, and communicative materials.
Communicating clearly and accurately	The Occupational Therapist's written reports are of poor quality, overly lengthy, cumbersome/verbose, are of limited content, or written in a manner that is difficult to understand and limits its usefulness to the reader.	The Occupational Therapist's reports are written in an understandable manner and contain the basic information necessary to convey information from the evaluation. Oral explanations of results are generally understood by parents but include jargon that parents do not understand.	The Occupational Therapist's reports are written in a clear and concise manner, and contain complete information about the evaluation. Oral explanations of results are parent-friendly and indicate a differentiation of delivery based on the situation.

LEARNING

ELEMENT	Ineffective	Minimally Effective	Effective
Creating an environment of respect and rapport with students	The Occupational Therapist is not successful in building rapport with students. Interactions with at least some students are negative, demeaning, sarcastic, or inappropriate to the age or culture of the students.	Occupational Therapist is able to build a basic level of rapport with students, so that duties are carried out to meet requirements. Occupational Therapist-student interactions are generally appropriate, but may reflect occasional inconsistencies, negativity, or disregard for students' cultures.	Occupational Therapist is able to establish rapport effectively with students. Occupational Therapist-student interactions are mutually respectful and positive. Such interactions are appropriate to developmental and cultural norms.
			Attribute: Sensitivity for the students welfare and feelings are held above other circumstances; OT advocates for this in the presence of other adults demonstrated when others are in heightened states of emotion; including the student.
Maintaining Confidentiality	The Occupational Therapist does not respect the confidentiality of students, parents and staff that they work with.	The Occupational Therapist inappropriately shares information with individuals or often does not take the necessary care to ensure confidential information remains secure.	The Occupational Therapist always abides by the established guidelines of confidentiality with respect to the students, parents, and staff they work with. Information is shared only with individuals involved with the case, or according to mandated reporter law.

			Attribute: A "need to know" basis is maintained consistently.
Knowledge of Students' Approaches to Learning	The OT is not aware of, or does not respond to, students' individual learning preferences and styles.	The OT displays general understanding of students' individual learning preferences and styles and occasionally considers them when planning for instruction.	The OT knows students' individual learning preferences and styles and considers them when planning for instruction.
Student Groups	Students are not productively engaged. Groups are inappropriate to students or instructional goals	Students are only productive when Occupational Therapist is involved. Group work is partially organized or partially appropriate to students or instructional goals.	Majority of students are engaged at all times. Group work is organized and fully appropriate to students or instructional goals.

EVALUATION - The Occupational Therapist demonstrates thorough knowledge of students' backgr challenges and uses this knowledge to set diagnostic goals, select evaluation tools, and design eva referral.

ELEMENT	Ineffective	Minimally Effective	Effective
Designing evaluation and choosing evaluation tools	Occupational Therapist does not choose appropriate evaluation tools or design	Occupational Therapist chooses the evaluation tools necessary to address most	Occupational Therapist chooses appropriate evaluation

	evaluations to provide the information necessary to address the referral concerns.	basic referral concerns. Information yielded by the instruments is minimal.	tools so that referral concerns are addressed.	r
		Attributes: Prompting is required to select evaluation tools that would positively contribute to planning or an evaluation, or there is limited knowledge of how to use an evaluation tool commonly used within the department.	Attributes: OT demonstrates confidence with selection of evaluation tools that would positively contribute to planning or an evaluation; including independently initiating use of tools to gather information prior to evaluations	i a
Skill in using evaluation tools	Occupational Therapist does not exhibit necessary skills to administer/interpret instruments in a valid or effective manner.	Occupational Therapist exhibits basic proficiency in administering / interpreting evaluation tools.	Occupational Therapist is comfortable and proficient in administering and interpreting evaluation tools.	a
		Attributes: OT can independently interpret and report out findings for the majority of evaluations. Second opinions are sought for help with interpretation	Attributes: OT can independently interpret and report out findings for the majority of evaluations. Second opinions are sought, but as validation of a stated interpretation.	c s c
Eligibility and Recommendations				

	Either over- or under-identifies students for special education.	Accurately identifies students for special education, but is easily persuaded to adjust recommendations without appropriate cause.	Accurately identifies students for special education. Works collaboratively with diagnostic team to determine meaningful, consistent recommendations.
Adherence to KISD Occupational Therapy Guidelines	Methods do not adhere to KISD guidelines or standardized assessment procedures.	Adheres to KISD guidelines and standardized testing only.	Adheres to KISD guidelines. Utilizes input from multiple sources to get a complete picture of student functioning in the general education setting, including standardized assessment.

PLANNING AND ORGANIZATION: The Occupational Therapist demonstrates thorough and flexible team meetings and meeting students' needs

ELEMENT	Ineffective	Minimally Effective	Effective
Demonstrating organizational / planning skills	The Occupational Therapist is unprepared for their duties and shows little evidence of long-term planning. These weaknesses interfere with the quality or timeliness of the work product, and results in the Occupational Therapist being	The Occupational Therapist sometimes displays some evidence of planning and preparation for their daily duties, but may have some occasions where the planning is insufficient.	The Occupational Therapist usually shows consistent evidence of daily preparation and long-term planning, which typically results in duties being completed in an efficient and timely manner.

	consistently behind in their duties.		
		Attributes: OT sets agendas for team meetings and gathers necessary information prior to those meetings to aid decision-making. OT is sometimes able to independently make schedule adjustments to meet students' needs.	Attributes: OT sets agendas for team meetings and gathers necessary information prior to those meetings to aid decision-making. OT is able to independently make schedule adjustments to meet students' needs.
Organizing / Maintaining Records Attributes: includes communication logs, Medicaid (service logs/monthly summaries), student files/case logs	Occupational Therapist frequently loses or has trouble keeping track of materials and records.	Occupational Therapist generally maintains records and materials in a satisfactory manner with only occasional misplaced items.	The Occupational Therapist maintains complete records and organizes materials in an efficient manner.
		OT sometimes does not anticipate the need for their records to be included at team meetings and the records are not immediately present or accessible	OT has thorough records readily accessible at team meetings or upon staff request
Goal Development Attributes:	Goals do not reflect assessment findings.	Goals are written to reflect assessment findings, but are difficult to measure.	Goals are written to reflect assessment findings, are measurable and reflect typical hierarchy of development of skill.
		Goals design are not crafted to close the academic/skill gap.	Goals are designed to close the academic/skill gap.
Demonstrating Knowledge of Resources			

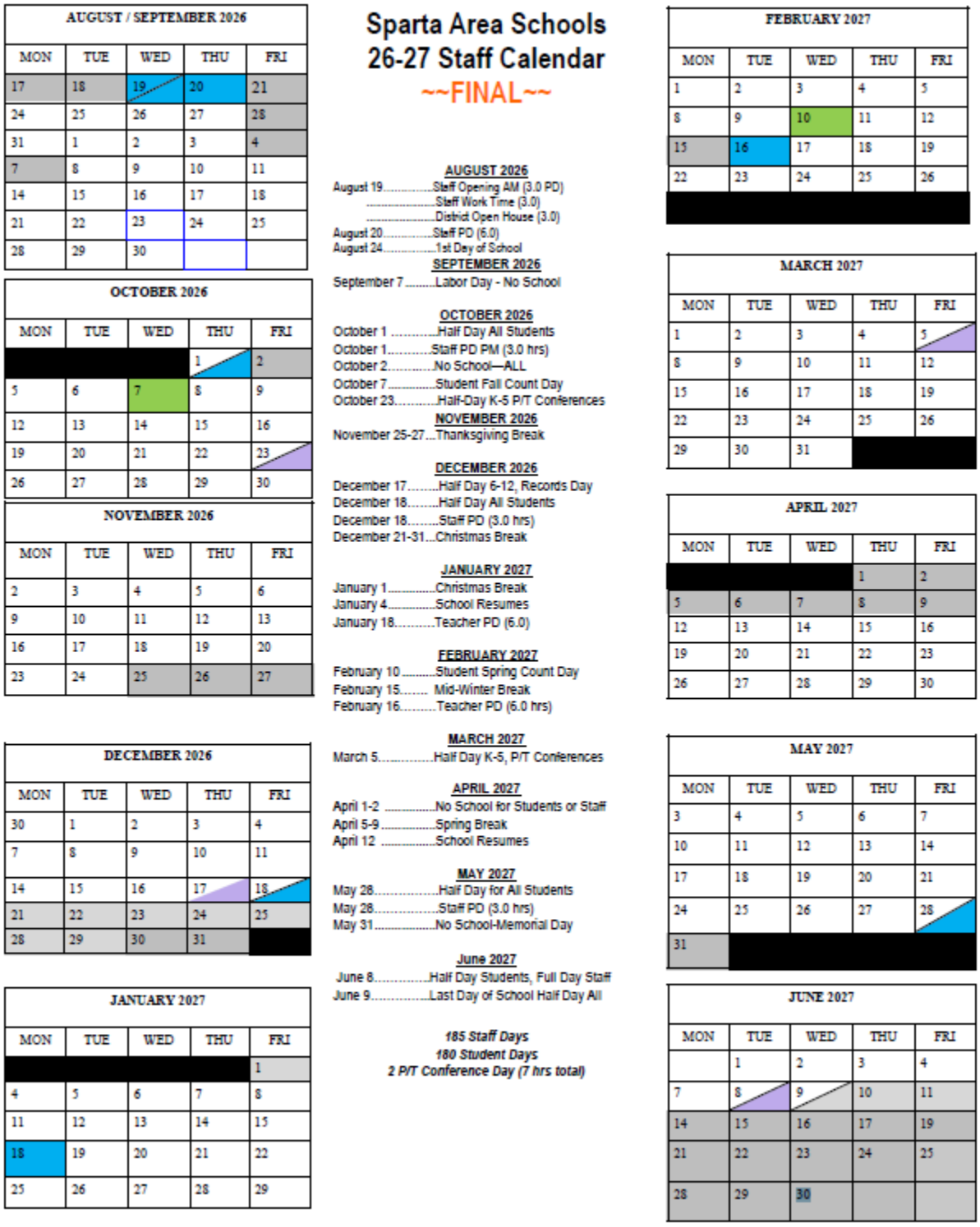
	Occupational Therapist is unaware of district or ISD resources available for students or staff who needs them.	Occupational Therapist displays limited knowledge of district or ISD resources available for students or staff who needs them.	The Occupational Therapist is fully aware of available district and ISD resources, and utilizes these resources or helps others access them.

LEARNING: PROFESSIONAL DEVELOPMENT - The Occupational Therapist demonstrates deep cont opportunities for continued personal and professional growth, and contributes to the profession.

ELEMENT	Ineffective	Minimally Effective	Effective
Knowledge of Special Education State and Federal Rules and Regulations	The Occupational Therapist does not display sufficient knowledge of state and federal special education rules and regulations that are used in their profession or may inconsistently abide by these rules.	The Occupational Therapist exhibits adequate knowledge of most special education rules and regulations that are used in their profession on a regular basis and require reminders and/or directives to abide by these rules.	The Occupational Therapist's knowledge of special education rules and regulations is extensive, The Occupational Therapist can be counted on to follow these rules and assist others in ensuring they are carried out accurately.
			Attributes: The OT has extensive knowledge of rules and regulations; acts independently to access answers to unknown information prior to seeking clarification.
Growing and Developing Professionally	The Occupational Therapist does not participate in, or does not engage in, professional development activities.	The Occupational Therapist participates in professional development activities to enhance knowledge or skill	The Occupational Therapist participates in professional development activities to enhance knowledge or skill

		when they are offered. The Occupational Therapist will maintain professional licensure required by the state.	when they are offered, and often seeks out opportunities for professional development to enhance content knowledge.

APPENDIX VII



AUGUST / SEPTEMBER 2026

MON	TUE	WED	THU	FRI
17	18	19	20	21
24	25	26	27	28
31	1	2	3	4
7	8	9	10	11
14	15	16	17	18
21	22	23	24	25
28	29	30		

OCTOBER 2026

MON	TUE	WED	THU	FRI
			1	2
5	6	7	8	9
12	13	14	15	16
19	20	21	22	23
26	27	28	29	30

NOVEMBER 2026

MON	TUE	WED	THU	FRI
2	3	4	5	6
9	10	11	12	13
16	17	18	19	20
23	24	25	26	27

DECEMBER 2026

MON	TUE	WED	THU	FRI
30	1	2	3	4
7	8	9	10	11
14	15	16	17	18
21	22	23	24	25
28	29	30	31	

JANUARY 2027

MON	TUE	WED	THU	FRI
				1
4	5	6	7	8
11	12	13	14	15
18	19	20	21	22
25	26	27	28	29

Sparta Area Schools
26-27 Staff Calendar
~~FINAL~~

AUGUST 2026
August 19.....Staff Opening AM (3.0 PD)
.....Staff Work Time (3.0)
.....District Open House (3.0)
August 20.....Staff PD (6.0)
August 24.....1st Day of School

SEPTEMBER 2026
September 7 .....Labor Day - No School

OCTOBER 2026
October 1 .....Half Day All Students
October 1.....Staff PD PM (3.0 hrs)
October 2.....No School—ALL
October 7.....Student Fall Count Day
October 23.....Half-Day K-5 P/T Conferences

NOVEMBER 2026
November 25-27...Thanksgiving Break

DECEMBER 2026
December 17.....Half Day 6-12, Records Day
December 18.....Half Day All Students
December 18.....Staff PD (3.0 hrs)
December 21-31....Christmas Break

JANUARY 2027
January 1.....Christmas Break
January 4.....School Resumes
January 18.....Teacher PD (6.0)

FEBRUARY 2027
February 10.....Student Spring Count Day
February 15..... Mid-Winter Break
February 16.....Teacher PD (6.0 hrs)

MARCH 2027
March 5.....Half Day K-5, P/T Conferences

APRIL 2027
April 1-2 .....No School for Students or Staff
April 5-9.....Spring Break
April 12 .....School Resumes

MAY 2027
May 28.....Half Day for All Students
May 28.....Staff PD (3.0 hrs)
May 31.....No School-Memorial Day

June 2027
June 8.....Half Day Students, Full Day Staff
June 9.....Last Day of School Half Day All

185 Staff Days
180 Student Days
2 P/T Conference Day (7 hrs total)

FEBRUARY 2027

MON	TUE	WED	THU	FRI
1	2	3	4	5
8	9	10	11	12
15	16	17	18	19
22	23	24	25	26

MARCH 2027

MON	TUE	WED	THU	FRI
1	2	3	4	5
8	9	10	11	12
15	16	17	18	19
22	23	24	25	26
29	30	31		

APRIL 2027

MON	TUE	WED	THU	FRI
			1	2
5	6	7	8	9
12	13	14	15	16
19	20	21	22	23
26	27	28	29	30

MAY 2027

MON	TUE	WED	THU	FRI
3	4	5	6	7
10	11	12	13	14
17	18	19	20	21
24	25	26	27	28
31				

JUNE 2027

MON	TUE	WED	THU	FRI
	1	2	3	4
7	8	9	10	11
14	15	16	17	19
21	22	23	24	25
28	29	30		

APPENDIX VIII

Grievance Report Form

Grievance # School District

Distribution of form:
1. Superintendent
2. Principal
3. Association
4. Teacher

Name of Building Assignment Grievant Date Filed

LEVEL I

A. Date Cause of Grievance Discovered:

B. 1. Statement of Grievance

2. Relief Sought

Signature Date

Signature Date

C. Disposition by Principal

Signature Date

D. Position of Grievant and/or Association

Signature Date

LEVEL II

A. Date Received by Superintendent or Designee

If additional space is needed in reporting Section B1 and B2 attach an additional sheet.

B. Disposition by Superintendent or Designee

Signature Date

C. Position of Grievant and/or Association

Signature Date

Signature Date

LEVEL III

A. Date Received by Board of Education or Designee

B. Disposition by Board

Signature Date

C. Position of Grievant and or Association

Signature Date

Signature Date

LEVEL IV

A. Date Submitted to Arbitration

B. Disposition and Award of Arbitrator

Signature Date

Signatures. In witness thereof, the parties have caused this Agreement to be executed on their mutual behalf through their duty authorized representatives, in signatures hereafter given:

EDUCATION ASSOCIATION	BOARD OF EDUCATION
By_____	By_____
S.E.A. President	President
By_____	By_____
S.E.A. Vice-President	Vice-President
By_____	By_____
	Superintendent
By_____	

Dated this day, _____

SIGNATURES ON FILE