



MASTER AGREEMENT

BETWEEN THE
BOARD OF EDUCATION
AND THE
EDUCATION ASSOCIATION
OF THE
MONROE COUNTY
INTERMEDIATE SCHOOL DISTRICT

2010-11 and 2011-12

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AGREEMENT

Between the Board of Education of the Monroe County Intermediate School District and the Monroe County Intermediate Education Association

This Agreement, entered into this 11th day of October, 2010, by and between the Board of Education of the Monroe County Intermediate School District, hereinafter called the "Board", and the Monroe County Intermediate Education Association, hereinafter referred to as the "Education Association".

ARTICLE I

PREAMBLE

WHEREAS, the Board and the Education Association recognize and declare that providing a quality education for the children of the Monroe County Intermediate School District is a mutual aim, and

WHEREAS, the parties of this Agreement agree that it is the responsibility of the Board of Education to make policies necessary to maintain adequate and uninterrupted services to the public and children of the Monroe County Intermediate School District, and

WHEREAS, the parties recognize that it is mutually beneficial to seek the advice of the appropriate professional staff in the formulation of such policies and programs designed to improve education standards, and

WHEREAS, the Board and Education Association have a statutory obligation pursuant to Act 379 of the Michigan Public Acts of 1965, to bargain 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,

THEREFORE BE IT RESOLVED in consideration of the following mutual covenants, it is hereby agreed as follows:

ARTICLE II

RECOGNITION

- A. The Board recognizes the Monroe County Intermediate Chapter of the Michigan Education Association as the exclusive bargaining representative, as defined in Section II of Act 379, Public Acts of 1965, for the professional staff members in the following areas of education services:
1. Teacher of students with cognitive impairment (mild, moderate and severe)
 2. Early childhood special education teacher
 3. Teacher of students with emotional impairment
 4. Teacher of students with learning disabilities
 5. Teacher of students with physical and/or other health impairments
 6. Teacher of students with autism
 7. Transition Center Teacher
 8. Teacher/Consultant of the Visually Impaired
 9. Teacher/Consultant of the Emotionally Impaired
 10. Teacher/Consultant for the Physically or Otherwise Health Impaired
 11. Curriculum Resource Consultant
 12. Orientation and Mobility Specialist
 13. Transition Facilitator
 14. Physical Therapist
 15. Occupational Therapist
 16. Music Therapist
 17. Speech Pathologist
 18. Psychologist
 19. Social Worker
 20. Curriculum Program Consultant
 21. Assistive Technology Consultant
 22. Adaptive Physical Education Teacher
 23. School Nurse (delete June 2012)
 24. Cross-Categorical Teacher
 25. L.R.E. Facilitator
 26. Student Assistance Program Facilitator
 27. Behavior Consultant
 28. Monroe County Middle College Teacher
 29. Early Childhood Education Consultant

Homebound services will be offered to the student's teacher of record. If the teacher of record declines, then the opportunity to provide the service will be offered to another qualified association member. If an association member is not able to fill the position, then a sub will be used to provide the service. Compensation for the association member will be \$25 per hour.

- B. The Board agrees not to negotiate with any teacher or teacher’s organization other than the Monroe County Intermediate Chapter of the Michigan Education Association for the duration of this Agreement.
- C. Nothing contained herein shall be construed to prevent any individual staff member from presenting a grievance and having the grievance adjusted without intervention of the Education Association, if the adjustment is not inconsistent with the terms of this Agreement. The parties involved recognize the right of each party to appropriately invoke the assistance of the Michigan Employment Relations Commission, or a mediator from such public agency, whenever it is necessary and appropriate.
- D. Nothing contained herein shall be construed to deny or restrict to any staff member rights he/she may have under the Michigan General School Law or Teacher Tenure Act. The rights granted to staff members under the Master Contract shall be deemed to be in addition to those provided elsewhere.
- E. Copies of this Agreement shall be presented to all staff members covered by this Agreement, now employed or hereafter employed by the Board. The cost of reproducing this agreement will be jointly shared by the Board and Education Association with agreement on how the contract will be reproduced. Additional copies of the Agreement may also be provided to the Education Association for its use.

*The term “staff member” when used hereinafter in the Agreement shall refer to all employees represented by the Association in the bargaining or negotiating unit, and reference to male staff members shall include female staff members and vice versa.

ARTICLE III

RIGHTS OF THE BOARD OF EDUCATION

- A. The Board on its own behalf and on behalf of the electors of the school district hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and the constitutions of the State of Michigan and the United States, including but without limiting the generality of the foregoing, the right:
 - 1. To the executive management and administrative control of the Monroe County Intermediate School District and the Monroe County Education Programs and Personnel, including the properties and facilities of the District,

and the activities of its employees during the school day or while discharging professional responsibilities arising from employment with the Board.

2. To hire all employees and subject to provisions of law, to determine their qualifications and the conditions for their continued employment or their dismissal or demotion, and to promote and transfer all such employees.
- B. The exercise of the foregoing powers, rights, authority, duties and responsibilities by the Board, shall be limited only by the specific and express terms of this Agreement and then only to the extent such specific and express terms hereof are in conformance with the constitution and laws of Michigan and of the United States.

ARTICLE IV

RIGHTS OF THE EDUCATION ASSOCIATION AND ITS MEMBERS

- A. Pursuant to Act 379 of the Public Acts of 1965, the Board hereby agrees that every eligible staff member employed by the Board shall have the right freely to organize, join and support the Education Association for the purpose of engaging in collective bargaining or negotiation and other lawful concerted activities for mutual aid and protection. The Board also recognizes that the members of the Education Association are entitled to the benefits and protection provided under Public Act 336 or 1947 as amended.
- B. As a duly elected body exercising governmental power under color of the law of the State of Michigan, the Board undertakes and agrees that it will not directly or indirectly discourage or deprive or coerce any staff member in the enjoyment of any rights conferred by laws of the State of Michigan or Constitutions of Michigan and the United States; that it will not discriminate against any staff member with respect to hours, wages or any terms or conditions of employment by reason of his membership in the Education Association, his participation in any activities of the Education Association or collective professional negotiations with the Board, or his institution of any grievance, complaint or proceeding under this Agreement, or otherwise with respect to any terms or conditions of employment. For those matters for which there is another administrative procedure or another forum, a staff member must choose either the grievance process or the prescribed procedure or forum.
- C. The Board and Education Association recognize that it is beneficial and appropriate to seek the opinion and advice of the professional staff in those matters which directly affect their profession.

- D. The Board of Education agrees to make available to the Education Association any information concerning the financial resources of the district as presented in the annual financial audit.
- E. The Board recognizes their responsibility to give support and assistance to staff members when engaged in activities necessary to the effective operation of the educational system.
- F. The Education Association shall have the right to post notices of activities and matters of Education Association concern on designated bulletin boards. There shall be allowed at least one such bulletin board in each building owned and/or operated by the Board. The Education Association may also use staff member mailboxes for written communication(s) to its members as long as no additional cost accrues to the Board for such communication.
- G. The rights granted herein to the Education Association shall not be granted or extended to any competing educational organization. However, the Education Association must continue to be designated by a majority of its membership as the legal bargaining representative.
- H. The Education Association will receive a copy of the Board of Education agenda and previous Board of Education minutes of each regularly schedule meeting, as well as notification of special called Board meetings.
- I. The Education Association shall be granted access to District owned reproducing equipment, video equipment and designated computer equipment with appropriate clearance.
- J. The Education Association and its members shall have the privilege to use school building facilities at all reasonable hours for meetings relative to the Education Association. All such meetings in the Monroe County Educational Center and the Special Education Service Center shall be cleared in advance with the appropriate building administrator and with the Superintendent or his designate when the Administration Building is to be used.
- K. The provisions of the Agreement as to wages, hours, terms and conditions of employment shall be applied without regard to race, creed, religion, color, national origin, age, sex or marital status or membership in or association with the activities of any employee organization. For those matters for which there is another administrative procedure or another forum, a staff member must choose either the grievance procedure or the prescribed procedure or forum.
- L. All Board policies pertaining to the services provided to students or staff by this school district shall be provided annually to the staff members covered by this Agreement.

- M. The Education Association will be provided reasonable file cabinet space to house materials necessary for the functioning of the Education Association.
- N. After making proper arrangements with his/her immediate Supervisor, a staff member, upon request of a representative of the Board, shall be released from his/her regular duties to participate in a grievance hearing or other contract related activity.
- O. Officers or the Grievance Chairperson who do not have direct classroom responsibilities, upon making appropriate arrangements with his/her Supervisor, may use up to an accumulative total of one (1) hour per week for the purpose of investigating grievances and to attend grievance meetings.

ARTICLE V

PROFESSIONAL DUES OR FEES AND PAYROLL DEDUCTIONS

- A. Any staff member who is not a member in good standing or who does not make application for membership within thirty (30) days from the first day of active employment under this contract shall, as a condition of employment pay a service fee to the Education Association in a legally permissible amount not to exceed the amount of the dues uniformly required to be paid by the members of the Monroe County Intermediate Education Association, including the National and Michigan Education Association. Any authorization form for dues or service fees to be signed by an employee and any requirements with respect to revocation thereof shall be consistent with legal requirements.
- B. Any staff member may authorize payroll deduction for such dues or service fee. Authorization of deductions shall continue in effect from year to year unless revoked as permitted by Education Association procedures which are legal. Pursuant to such authorization, the Board shall deduct one-tenth of such dues from the staff member once a month for ten months, beginning in September and ending in June of each year. Deductions for personnel employed after the commencement of the school year shall be appropriately prorated to complete dues requirements by the following June. An employee contesting the appropriate amount of the service fee to be deducted must exhaust the internal administrative procedures of the Education Association. The remedies of such procedures shall be exclusive, and unless and until such procedures, including any administrative or judicial review thereof, shall have been exhausted, no dispute, claim or complaint by an objecting employee concerning the application and interpretation of this article shall be subject to the grievance procedure set forth in this agreement, or any other administrative or judicial procedure.

- C. In the event a staff member shall not pay such service fee directly to the Education Association or authorize payment through payroll deduction, as provided in the preceding Section, the Board shall, at the request of the Education Association, notify said staff member that Article V of the Master Agreement calls for all staff members to pay the Association a fee in a legally permissible amount not to exceed the dues and assessments and said staff member shall honor his contractual obligation in accordance with the Master Agreement by an involuntary deduction from the employee's wages pursuant to MCLA 408.477, MSA 17.177(7).
- D. With respect to all sums deducted by the Board pursuant to authorization by the staff member, the Board agrees to remit promptly such sums to the Education Association and/or its designate, accompanied by a list of staff members for whom such deductions have been made on or by the last day of each month for that month's deductions.
- E. Upon written authorization from the staff member, the Board shall deduct from the salary of any staff member and make appropriate remittance for annuities, credit union, savings bonds, charitable donations, or any other plans or programs jointly approved by the Education Association and Board.
- F. A staff member who, because of sincerely held religious beliefs or due to adherence to teachings of a bona fide religion, body or sect which has historically held conscientious objection to joining or supporting labor organizations shall not be required to join or maintain union membership or otherwise financially support the union as a condition of employment. However, such staff member shall be required in lieu of service fees to pay an equal amount to a nonreligious charitable fund exempt from taxation under Section 501(c) (3) of the Internal Revenue Code. Donation shall be made to charitable organization designated by the Education Association.
- G. The Education Association will protect and save harmless the Board and each member thereof from any or all claims, demands, suits, costs, and other forms of liability, including attorney's fees and unemployment compensation, by reason of action taken or not taken by the Board or its designated agent for the purpose of complying with the above mentioned sections of this Article. Should this indemnification provision be declared unenforceable or void by a court of competent jurisdiction, or should the Union or its agent challenge the validity or enforceability of this indemnification provision, the Board shall not be required to make deduction of any representation service fees or otherwise enforce the representation service fee provisions of this Article.

ARTICLE VI

PROFESSIONAL COMPENSATION

- A. The salaries and fringe benefits of members covered by this Agreement are set forth in Schedules “A” and “B” which are attached to and incorporated in this Agreement. All language, salary and fringe benefits covered within this Agreement shall remain unchanged during the term of this Agreement, unless it is mutually agreed to reopen negotiations for the purpose of adding, amending or deleting due to extenuating circumstances.

- B. The salary schedule for all full-time staff members is based upon a normal contract year as defined in Sections F, G & H of this Article. Part-time staff members are those employees who are employed less than thirty-five (35) hours per week and shall be paid in proportion to the time worked on the same salary schedule as full-time staff members with other compensation benefits to be granted in proportion to the time worked except that no benefits will be granted for persons employed less than one-fourth (1/4) of the work schedule. Other compensation benefits are to be defined as health life, medical, dental, and/or other available Board paid insurance.

- C. The Board shall promote a uniform policy of attendance of staff members at conferences and inservice programs. Attendance to any out-of-state conference or inservice training session requires prior approval of the Board. Requests to attend conferences, workshops and inservice sessions out of the County, but within the State, requires the prior approval of the staff member’s immediate Supervisor, the Division Head, and the Superintendent. When such approval is granted it will be with the following understanding:
 - 1. On or before September 15th of each year, staff members will receive a copy of a “Conference Procedure” to be followed for that year. This “Procedure” will be determined annually by the Division Head, Supervisors and a representative of the Education Association.

 - 2. All available moneys in the conference budget will be distributed by June 15th of each year on an equitable basis to those staff members who have attended a conference during the year and have properly submitted the appropriate expense form.

 - 3. Any money reimbursed will not exceed the reasonable expenses incurred in attending the conference.

 - 4. Any staff member who is an active member of a job related “professional organization” and desires to serve the “organization” in an official voluntary capacity which requires release time from work, must secure the approval of his/her Division Head prior to accepting such commitment.

5. Staff members may use Necessary Business/Emergency Days for the purpose of attending job-related conferences, workshops, and/or inservice session provided the necessary information is provided to the immediate supervisor at least seventy-two (72) hours in advance of the conference or inservice and, if appropriate, a substitute is secured. The granting of the use of necessary business days does not obligate the Board to reimburse expenses incurred during or from such activity.
 6. In the event that a staff member is required by the Board to attend a conference, workshop or inservice session all expenses incurred by the staff member in fulfilling the requirement will be reimbursed by the Board.
 7. In the event that the Board receives categorical moneys in the form of a grant or special funding, which can only be used for a specific conference, said moneys will be equally distributed to staff members attending the specific conference.
- D. All staff members, except those employed for more than 200 contractual days, may elect at the beginning of the contractual year to receive his/her pay in either twenty-two (22) or twenty-six (26) pay periods. However, once the decision is made as to the number of pays he/she shall receive it will not be changed during that school year, except in cases of emergency. All staff members employed for more than 200 contractual days may only select the twenty-six (26) pay schedule. The first pay period will occur on the normal biweekly pay schedule for the school district and may be for either one or two weeks pay depending on the amount of time the staff member has worked up to that pay day.
- E. All staff members are eligible for reimbursement of authorized travel in their vehicle in fulfilling their employment responsibilities. Allowable mileage will be reimbursed at a rate equal to the maximum mileage rate for Reimbursed Business Expenses as determined by the Internal Revenue Service.
- Mileage reimbursement requests are to be submitted in writing at the end of each month to the appropriate administrator for review and approval prior to submitting to the Board of Education. Mileage for all staff using their automobile for job related responsibilities will be computed from the first professional assignment of the day. Mileage requests submitted more than thirty (30) days after their due date will not be paid except for extenuating circumstances.
- F. The contractual work year may vary according to the specific assignment and position for which the staff member is employed. Each staff member will annually be issued a base contract, and a supplemental contract for any additional assigned days beyond the base contract. The base contract is reflected as follows:

<u>School Year</u>	<u>Student Instruction Days</u>	<u>Staff Work Days*</u>
2010-11	182	187
2011-12	182	187

**plus eleven (11) paid holidays subject to Section H; and two additional work days for new staff without additional compensation. "New" staff members will include those staff members who were hired during the previous contract year and worked less than half the normal contract days for that position.*

If the base contract requires a schedule other than the normal school year such deviation will require consultation with the staff member. Staff members assigned to the SCI program shall work the full number of assigned days and hours of those programs. Days worked beyond 182 student day/187 staff work day calendar shall be paid at the per diem rate of current year base contract. A SCI staff member may request not to work beyond the number of 182 student day/187 staff work days in his/her base contract. Such request must be made to the Administrator by April 1. This release from duties may only occur after an acceptable replacement has been granted. If not all requests can be granted, a release from duty will be granted by seniority. Staff members working in the SCI program beyond 182 student day/187 staff work days will earn one (1) relief day to be granted on July 1. The relief day must be taken by June 30. A staff member wishing to use his/her relief day shall seek approval from the immediate supervisor as well as file and sign a written statement on the appropriate form at least two (2) days in advance, except in emergency situations. Such approval shall not be unreasonably withheld. The relief day shall not be used on Opening Day.

When the District has a need for staff members to perform their duties outside of the scheduled school year, qualified staff members will be consulted to determine their availability and a volunteer will be sought to perform such duties. When a volunteer cannot be secured, a staff member may be assigned to perform such duties outside the scheduled school year for a maximum of five (5) days. Flexible scheduling for such five (5) days will be considered so as not to interfere with the staff member's personal plans while at the same time not jeopardizing the planned activity. An adjusted calendar will be completed by April 1st.

- G. The total number of student instruction days shall always be subject to the minimum number mandated by the Michigan Department of Education and staff members employed within any specific program shall work at least the number of days mandated by said Department of Education for that program. The current minimum number of days of instruction for students with cognitive impairment (mild to moderate), early childhood developmental delays, learning disabilities, visual impairment, and emotional impairment (including Youth Center) is as specified by law. The current minimum number of days of instruction for students with severe cognitive impairment is 200 days.

- H. In addition to the minimum number of student instruction days, there shall be additional staff work days when students are not in attendance for staff inservice training, parent-teacher conferences, record days, and to fulfill required Department of Education Professional Development days. Support staff (i.e. Psychologists and Social Workers) will be scheduled for at least one (1) of such days to be used for on-site inservice training. In addition to the minimum number of days of student instruction and staff work days as explained above, the following eleven (11) Holidays shall be included in all staff members' contractual work year: Labor Day, Thanksgiving Day and the day following, Christmas Eve Day, Christmas Day and the day following, New Years Eve Day, New Years Day, Presidents' Day, Good Friday and Memorial Day. Those staff members working the month of July shall also receive July Fourth as a Holiday. Staff members scheduled to work on President's Day will receive another day as a Holiday at a time determined by his/her Supervisor. In the event the ISD calendar calls for school to be in session on Presidents' Day and/or Good Friday, these days will be eliminated as holidays, these staff members will work those days and will not receive another day as a Holiday.

To receive Holiday pay, the staff member must have worked the scheduled working day preceding and the scheduled working day after the Holiday or have the day(s) excused by the Superintendent or his designee. A staff member off on Illness/Injury Leave the day before or after the Holiday will be required to submit medical proof of illness/injury in order to receive Holiday pay.

- I. Above paragraphs F, G & H do not restrict the extension of or the reduction of the work year for any staff member by mutual agreement with an individual contract.
- J. The Board may grant a newly employed, experienced staff member up to five (5) years credit on the salary schedule for previous appropriate experience. However, if a position remains vacant for a period of more than ninety (90) days, the Board may grant up to full credit on the salary schedule for previous appropriate experience. Additionally, for an open position of more than 90 days, a candidate with B.A. schedule qualifications may be granted placement on the B.A. + 18 salary schedule after a joint review and agreement between the Board and the Education Association.

The Board will notify the Education Association if such professional compensation is to be considered. The Education Association and the Board will form a committee of equal members. The committee will consist of no less than four (4) members and a maximum of six (6) members.

If the committee is unable to resolve such salary placement, a local non-ISD person will act as the decision maker. Selection of the person to act as the local non-ISD decision maker will be mutually agreed upon by this committee. The decision of the non-ISD person will be final.

The Board will notify the President of the Education Association of any employee newly hired into the bargaining unit and where he/she is placed on the salary schedule.

- K. Staff members who wish to take course work or other professional training which is particularly worthwhile considering their position or assignment may petition the Board in writing for financial assistance. Such requests will be considered on an individual basis and the granting of financial assistance will not be regarded as a precedent which must be continued for future requests.
- L. A regularly scheduled part-time staff member employed at least one-fourth (1/4) of the normal work schedule shall receive the following Board paid benefits in proportion to their normal scheduled work days: Holidays, Illness/Injury Leave, Personal Business/Emergency Leave, and Funeral Leaves.

ARTICLE VII

WORKING HOURS, ASSIGNMENTS AND EMPLOYMENT CONDITIONS

- A. The Board recognizes that quality facilities and equipment are essential to the operation of sound educational programs and will endeavor to provide same in the best interest of children of the Monroe County Intermediate School District.
- B. The maximum number of pupils in an educational program shall not exceed the limits established by the State Department of Education for that particular program.
 - 1. When a waiver-request from these limits is being considered, a meeting which includes the affected teacher, his/her immediate Supervisor, one other affected support staff member as selected by the immediate Supervisor, and the Division Head will be held prior to the final decision to review the situation and consider possible alternatives. If a waiver is secured, the classroom doesn't already have a Program Assistant, and the Board is unable to provide a full-time Program Assistant who shall not be taken from an existing classroom, the affected teacher shall be paid three (3) dollars per class hour for any extra student on his/her class list for all hours when a Program Assistant is not in the classroom.
 - 2. Before October 1st of each year, support staff and their immediate Supervisor(s) will determine the treatment needs of their client/student population. Based on these client/student needs and the time required to provide such service, a reasonable work assignment will be determined for the support staff member. Work assignments will be reviewed regularly and

support staff will not be required to exceed the work limits as stipulated in this Master Agreement.

- C. The Board recognizes that adequate working space is necessary in each building where itinerant personnel work. The Board will make recommendations to local school districts of these needs and will cooperate fully with the personnel and local school administration to provide for same. "Adequate working space" shall be defined as a well-ventilated, heated, lighted room, quiet and private, with enough chairs, tables and space for working with small groups of children and adults.
- D. Hours of the work day will be clarified annually by the Superintendent or his designate.
 - 1. Non-classroom staff members will be assigned to a seven and one-quarter (7 1/4) hour workday, which shall include a one-half hour duty-free lunch period which shall be arranged by the appropriate administrator. However, staff members may be assigned up to a seven and one-half (7 1/2) hour workday depending on the requirement of the local district to which the staff member is assigned.
 - 2. Staff members assigned to a classroom setting will be scheduled by their immediate Supervisor for up to a seven and one-quarter (7 1/4) hour work day which shall include a one-half hour duty-free lunch period, an additional one-half hour duty-free time, and six (6) hours of student contact. However, staff members may be assigned up to a seven and one-half (7 1/2) hour work day depending on the requirement of the local district to which the staff member is assigned. When conditions permit, the lunch and planning time will be scheduled consecutively, and when possible the one-half hour duty-free time will be scheduled other than during the first and last hour of the school day. Classroom staff will also be scheduled for one-half day of planning time, twice per year. Upon supervisor review and approval, classroom teachers may be scheduled for up to ½ day per month of additional planning time. It is the intent of this Agreement that teachers will be assigned a seven (7) hour workday when conditions determined by the Administration permit. All Special Education classroom teachers are guaranteed three (3) I.E.P. days to be mutually agreed upon between the supervisor and the individual staff member. In addition, an Educational Planning Day, which will be used for I.E.P.'s will be guaranteed for each of the same Special Education classroom teachers.
 - 3. See Schedule "D" – School Calendar
- E. On Fridays and days preceding vacation periods, classroom teachers and supportive service personnel assigned to a specific center program may leave with the students at the end of the designated school day. This presumes that there are not parents waiting for a conference with the staff member on such days.

- F. No staff member shall be assigned outside his/her professional discipline, except temporarily and for good cause, without his/her consent.
- G. When finances permit, full-time classroom aides will be provided in classrooms where mandated and in all other I.S.D. self-contained classrooms except when caseloads drop below six FTE (full time equated) in which case classrooms will be assigned a half-time aide.

Classroom aides assigned to self-contained classrooms may be utilized to implement integration programs for the self-contained students within their building, to support co-teaching programs implemented by the self-contained classroom teacher, and to support full-inclusion programs within their local building.

The classroom teacher may request a variation in the assignment of his/her classroom aide. Such request will be reviewed by his/her immediate Supervisor/Regional Director, Division Head, and a committee of five with two members appointed by the Education Association, two members appointed by the Board, and chaired by the I.S.D. Superintendent. Such committee will review the teacher's program needs and classroom composition and arrive at what support or adaptations are necessary for effective programming.

- H. The Board of Education recognizes the need to provide an instructional resource center for all educational staff members. It further recognizes the need to provide inservice training programs, which are to be planned cooperatively with the Division Head or his/her designate and appropriate staff members of the Education Association.
- I. The Board of Education recognizes that appropriate texts, library reference materials, maps, globes, audiovisual equipment, art supplies, athletic equipment, current periodicals, standardized tests and similar instructional materials are the tools of the education profession. The Board agrees to have their administrators confer with staff members from time to time for the purpose of selecting and upgrading those materials and equipment within the limits of the financial resources available.
- J. Directions or memoranda concerning routine operating procedures or staff duties and responsibilities will normally be given at staff meetings or by means of a written communication from the appropriate Supervisor. Staff members who may wish to make a special request which concerns all appropriate staff members, will normally make this request at the time of the regularly scheduled staff meeting.
- K. The primary responsibility of supervision of the playground activities is with the staff member covered by this Agreement. Playground supervision may be performed by the Classroom Aide under the direction of the staff member and his/her Supervisor.

- L. Staff members will be expected to participate in the following professional activities not to exceed eight (8) hours a month beyond the regular schedule:
 - 1. Staff meetings as scheduled by the Intermediate Superintendent, Division Head, the immediate Supervisor or when requested by the staff for appropriate reasons.
 - 2. Conferences with parents, staff members or other educational specialists to implement students' study programs or to develop behavioral intervention plans.
 - 3. An annual open house as may be scheduled and at least two (2) evening parent-staff member meetings each school year.
 - 4. Under no conditions will a staff member be required to work on weekends without his/her consent.
- M. Staff members may make their supervisors aware, in writing, of working conditions which they feel are unsafe or hazardous. Supervisors will then assume the responsibility of informing the appropriate level of administration of said conditions.
- N. All staff members shall file a copy of their birth certificate with the Intermediate Superintendent or in lieu thereof, shall file other reasonable proof of date of birth.
- O. Staff members will administer appropriate medication to students in accordance with Board of Education Policies and Administrative Guidelines.
- P. Student Transportation
 - 1. Those employees required to use school owned vehicles for transporting students will be offered the opportunity of education and/or training in the use of the vehicle upon request.
 - 2. Staff members shall not be required to transport students in their personal vehicles except for those staff members who, by the nature of their specific assignment, may be required, either frequently or on occasion, to transport students. Transition Facilitators and the Mobility Specialist will be eligible for approved costs in securing additional insurance to cover these activities.
- Q. Teachers are required to meet applicable standards for a Highly Qualified teacher not later than June 30, 2006.

ARTICLE VIII

VACANCIES, PROMOTIONS AND TRANSFERS

- A. All hiring and promotion procedures lie solely in the hands of the Board of Education. The Board, however, does agree that notice of all positions and vacancies that occur in the disciplines represented in this Agreement and those that would involve a supervisory position in the areas covered by this Agreement will be given to the staff and the Monroe County Intermediate Education Association in writing within five (5) days after the opening of the position or ten (10) days prior to filling such vacancy. Such positions will be posted on appropriate bulletin boards.
- B. The Board of Education further declares its support of a policy of promotion of staff from within the Intermediate School District, whenever feasible.
- C. When possible, staff members will be allowed to remain in the school district to which they are assigned. However, any transfer of a staff member from one geographical area of school district to another will be at the discretion of the Administrator in charge of such program after consultation with the staff member being transferred. A staff member who desires a transfer or reassignment shall file a written statement of such desire with his/her immediate Supervisor no later than February 1. This statement shall indicate the position and school district to which the staff member wishes to be assigned.
- D. Staff members will not be transferred without their consent from one discipline to another except when a position cannot be filled with a qualified person. When a staff member is transferred under this provision, the staff member shall remain in the transferred position until a qualified applicant has been hired or until the conclusion of the school year. The staff member has the option of notifying the District in writing within forty five (45) days after the transfer if he or she desires to remain in the transferred position. If, by the end of the school year in which the transfer occurs, the District is unable to fill the position into which the staff member was transferred, that staff member will have the option to remain in that transferred position or return to his or her former position.

From the group of appropriately certified personnel, those staff members who meet the certification required for the open position will be consulted in an effort to secure a volunteer for the transfer.

If a staff member must be involuntarily transferred, the least senior staff member from the appropriately certified group will be transferred provided the transfer does not result in a vacancy that cannot be temporarily staffed.

- E. Any staff member covered by this Agreement who makes proper application for a different open or new position within the jurisdiction of this Agreement and

possesses the necessary qualifications for the position as determined by the Board of Education, shall be interviewed for the position, be given first preference on a seniority basis if all other qualifications are equal, and has the right to appeal such decision to the proper Division Head. Further, upon written request, the staff member will receive a written reason(s) as to why he/she was not awarded the position. The filling of an opening under this procedure is not subject to the grievance process.

- F. When supplemental contracts are offered to provide a summer program at the Monroe County Youth Center, those staff members assigned to the facility will be the first considered for those positions.

ARTICLE IX

PERSONAL, PROFESSIONAL AND EDUCATION ASSOCIATION LEAVES OF ABSENCE

A. Illness/Injury Leave

1. Staff members will be entitled to one (1) day of illness/injury leave per month employed by the District with a maximum accumulation of 140 days. Illness/Injury Leave days will be accumulated on an earned basis except that all staff members will be granted two (2) additional non-earned illness/injury leave days at the beginning of their contractual year.
2. At the end of each semester, a staff member may be reimbursed for those days for which pay has been deducted due to absence caused by illness/injury if sufficient leave days have since been earned.
3. Not later than thirty days following January 1st and July 1st, each member will be notified in writing of his/her total accumulated illness/injury leave as of the first of that month.
4. A staff member may utilize his/her illness/injury leave days for absences due to illness or injury of him/her self or due to illness or injury of a resident member of his/her immediate family that requires his/her personal care or attention. (Immediate family shall be defined as spouse, children* residing at home, and other permanent resident relatives of the home.) In addition, a staff member may also use up to five (5) illness/injury leave days per incident for absences due to illness or injury of a parent or child not residing in the member's home.

*For purposes of clarification, it is understood by both parties that the terms "Children/Child" refer to one of the following relationships to the employee:

- a. Natural (By Birth)
 - b. Adopted
 - c. Stepchild
 - d. Guardianship (Court appointed with all legal rights as if he/she was a natural parent.)
 - e. With appropriate documentation and administration approval, a child identified by the court or social service agency as “long-term foster care.”
5. In case of illness or injury, the staff member shall call the SEMS and his/her Supervisor, if required, not later than one and one-half (1.5) hours before his/her regularly scheduled work day begins to report his/her absence and the reason for same. Failure to comply as stated above may result in a loss of pay for the day at the discretion of an administrator, unless a different arrangement is mutually agreed upon between the staff member and the Supervisor.
 6. Any staff member who has been absent from work because of illness or injury must complete and submit an “Absence Report” postmarked or personally delivered on the first day after returning to work. Failure to comply with this requirement may cause the staff member to lose illness/injury leave credit for the period of time.
 7. After three consecutive days a staff member may be required to produce evidence in the form of a medical certificate or otherwise, of the adequacy of the reason for his/her absence during the time for which illness/injury leave is granted. In addition, if abuse of illness/injury leave, including but not limited to overuse, a pattern of abuse (i.e. use of illness/injury leave on specific days of the week) or misuse (i.e. staff member observed to have used illness/injury days not for illness/injury) is reasonably suspected as determined by the Executive Director of Human Resources and Legal Counsel, the staff member may be required to produce evidence in the form of a medical certificate or otherwise of the adequacy of his or her absence. When misuse or abuse of illness/injury leave is suspected, supervisors will discuss possible misuse/abuse with the staff member in an effort to resolve the problem. If a medical certificate is required, it shall not be at Board expense unless the employee is verified as ill. In addition, the Board of Education has the right to request a medical or psychiatric evaluation of a staff member when it appears that his/her job performance is being affected by physical and/or mental problems. When such request is made, the Board will pay the difference between the employee’s insurance coverage and the actual cost of the evaluation.
 8. Members who have been employed by the Monroe County Intermediate School District on a full-time basis for a minimum of five (5) consecutive years

and who are voluntarily terminating their employment shall be eligible for reimbursement for accumulated illness/injury leave at the rate of \$25 per day to a maximum of \$1,000.00. Termination of employment must be effective at the completion of the work year and at least twenty (20) business days prior to the reporting date for the new work year in order for the staff member to be eligible for this benefit. Exceptions to these time lines may, upon written request of the staff member, be granted by the Board after a review of the merits of the request.

9. Any staff member who has reached the accumulated maximum allowed days of illness/injury leave shall be eligible at the end of each contract year to receive reimbursement for any excess earned illness/injury leave days at the rate of \$60 per day.

B. Necessary Business/Emergency Days

1. At the beginning of the staff member's contract year, each staff member shall be credited with two days (one day for persons contracted less than full year) to be used for emergencies or necessary business. These days shall only be used for purposes which cannot be conducted during non-work hours or for other emergency reasons which are not eligible under Illness/Injury Leave. Some of the reasons for which Necessary Business/Emergency Days may not be used are shopping trips, vacation, personal convenience, hunting or other recreational activities, and for purposes of earning money.
2. A staff member wishing to use his/her Necessary Business/Emergency Day(s) shall indicate this desire to his/her immediate Supervisor as well as file and sign a written statement on the appropriate form at least two (2) days in advance, except in emergency situations.
3. The written form will indicate that the use of the Necessary Business/Emergency Day is not for inappropriate purposes, but is being used to conduct business or handle circumstances that cannot be conducted during non-work day hours. This form will require the approval of the immediate Supervisor, Division Head and Superintendent or his designate.
4. Failure to comply with the procedures above may result in loss of pay for the day and disciplinary action at the discretion of the Superintendent or his designate.
5. Necessary Business/Emergency Days may not be used before or after Holidays, vacation or the first or last day of the school year. They may not be planned in conjunction with any form of paid or unpaid leave of absence.

6. Unused Necessary Business/Emergency Days may be accrued to a maximum of three days in any one year and any other unused Necessary Business/Emergency Days will be added to the accumulated Illness/Injury Leave Days at the end of the fiscal year.
7. These days may be taken in one-quarter (1/4) day increments of the employee's work day.

C. Medical Leave of Absence

Any staff member whose personal illness or injury extends beyond the period of his/her accumulated illness/injury leave, upon written request to the Board with physician's verification, shall be granted a medical leave of absence without pay for a period not to exceed six (6) months. During this leave period, the Board will only assume one-half (1/2) the cost of the employee's eligible hospital/medical insurance coverage, and continuation of such leave up to an additional six (6) months without pay and without Board paid insurance may be granted at the Board's discretion. Upon return from such medical leave, the staff member shall provide a physician's statement that he/she is capable of returning to work on a full-time basis. Such staff member shall then be assigned to his/her previous position.

D. Funeral Leave

1. A maximum of five (5) days of absence with pay (and not to be deducted from illness/injury leave) will be granted for death in a member's immediate family (defined as spouse, children, parents and step-parents).
2. A maximum of three (3) days of absence with pay (and not to be deducted from illness/injury leave) will be allowed in the death of a mother/father-in-law, grandparent, sibling, sister/brother-in-law and any permanent resident relative living in the household. One day, which will be deducted from illness/injury, for the death of a spouse's grandparent.
3. Days may be taken beyond the five (5) and three (3) day limits and deducted from illness/injury leave upon prior approval of the Administration.
4. A written "Absence Report" will be filed with the immediate Supervisor stating the relationship of the person for whom the leave was requested.

E. Court Witness

Staff members who are called to appear as witnesses in court in line with their duty will continue to receive pay as if they were on regular duty during the time of service as a witness. Any payment or fee received by a staff member will be remitted to the business office upon receipt. The Board will not excuse a staff member with pay to

serve as a witness against either the Board or any of its constituent Boards of Education.

F. Jury Duty

Staff members who are called for jury duty shall be governed by the provisions above describing court service as a witness

G. Education Association Leave

At the beginning of each school year the Education Association shall be credited with six (6) days of Education Association leave to be used by staff members who are officers of the Education Association or members of the negotiation team, such use to be at the discretion of the Education Association. The Education Association shall be responsible for the substitute costs for the 5th and 6th days of the Education Association leave. However, not more than two (2) members shall be authorized absence under this clause on any given day, and these days will not be used for the purpose of processing grievances. The Education Association agrees to notify the Administration in writing not less than two (2) days in advance of taking such leave.

H. Military Leave

Military Leaves of Absence shall be granted to any staff member who shall be drafted for military duty to any branch of the Armed Forces of the United States as required by P.A. 145 of 1943.

I. Maternity Leave

1. Maternity Leaves of absence without pay are available to female staff members. The length of the requested leave may vary from six (6) weeks to a maximum of six (6) months, but may be extended at the discretion of the Board.
2. Female staff members who have completed one (1) contractual year of full-time service with the District and who have also been recommended for continued employment shall be eligible and granted a maternity leave when requested of the Board.
3. Staff members who have completed one (1) contractual year of full-time service desiring absence from work for pregnancy, childbirth and/or child care shall be required to submit a written request to the Board of Education no later than the beginning of the sixth (6th) month of pregnancy indicating a selection of one of the following choices:

- a. Continued employment until childbirth and immediate return to full-time employment after completion of actual physical incapacity as determined by a physician's statement.
 - 1) Failure to report to work after receiving a physician's statement of satisfactory physical condition shall be just cause for dismissal.
 - b. When a leave of absence without pay is requested, the beginning and termination dates of such leave shall be specifically established in the employee's written request and shall not be changed unless there are extenuating circumstances and then only with the mutual consent of the employee and the Board.
4. Insofar as possible, the beginning and termination dates of the leave of absence should conform to the beginning or ending of a vacation break, semester, or school year in order to prevent disruption of the normal school operation.
 5. Staff members desiring to continue work beyond the eighth (8th) month of pregnancy must submit a physician's statement to the Superintendent bi-weekly. The physician's statement must indicate the staff member's ability to continue work on a full-time basis.
 6. The staff member shall be eligible to return from maternity leave upon filing a written physician's statement with the Superintendent that she is physically fit for full-time employment.
 7. Failure to return from a maternity leave on the date specified or mutually agreed upon in said leave shall be conclusively deemed a resignation.
 8. Upon return from absence due to childbirth under provisions of paragraph 3"a", the staff member shall be assigned to the position held prior to such absence. If the staff member selects a leave of absence of more than six (6) weeks then upon return she shall be assigned to her previous position or a similar position within her discipline.
 9. Maternity Leaves will be granted without pay. Such leaves requested for more than six (6) weeks will also not qualify for experience credit, illness/injury leave accumulation, and other fringe benefits except that a staff member's current hospital/medical insurance coverage shall continue through the first six (6) weeks of such leave. Upon return from maternity leave, the staff member shall be restored to her same position on the salary schedule as when she left and be entitled to other benefits accrued prior to said leave. A staff member shall receive a full year of experience credit if she works one (1) school semester or more in the school year in which her maternity leave commences. A staff member working less than one (1)

school semester in the year in which her maternity leave commences shall receive no experience credit for that year.

10. In situations regarding stillbirth or miscarriage, a staff member may make written application to the Board for reinstatement prior to expiration of the granted leave. However, the Board reserves the right in its sole discretion to approve accelerated termination on the basis of each individual case.

J. Family and Medical Leave Act

Pursuant to the Family and Medical Leave Act of 1993 (FMLA) a staff member who has been employed at least twelve months as a full time employee is entitled to twelve work weeks of leave during any twelve month period without pay, but with group health insurance coverage maintained, for one or more of the following reasons:

- (a) Due to the birth of a staff member's child in order to care for the child;
- (b) Due to the placement of a child with the staff member for adoption or foster care;
- (c) Due to the need to care for the staff member's spouse, child or parent who has a serious health condition; or
- (d) Due to a serious health condition that renders the staff member incapable of performing the functions of his or her job.

A "serious health condition" is defined by the law as an illness, injury, impairment, or physical or mental condition that involves (1) in-patient care in a hospital, hospice, or residential medial care facility or (2) continuing treatment by a health care provider. Any leave taken under this contract for the above purposes shall be charged against the staff member's leave entitlement under the Family and Medical Leave Act at the election of either the Board or the staff member. Other conditions of the Family and Medical Leave Act shall apply to leaves in this section. The foregoing represents highlights from the FMLA. The full text of the FMLA is available in the Office of Human Resources.

K. Other Leaves of Absence

1. After three (3) years of continuous full-time service with the District, a staff member shall be eligible for and upon written request granted a leave of absence for the following reasons:
 - a. Child adoption
 - b. Child care
 - c. Additional formal education

2. Such leave of absence shall not exceed a period of one (1) year.
3. The beginning and ending dates of such leave must accommodate the normal operation of school insofar as possible and will therefore conform to the beginning and ending of a semester or school year whenever possible.
4. The total number of staff members on leave of absence described in this section shall not exceed 7% of staff in any one year.
5. Staff members desiring a leave of absence covered in this section shall request such leave from the Board in writing not less than ninety (90) days in advance except in emergency situations.
6. Such leave will be granted without pay, Board paid fringe benefits, the accumulation of experience credit on the salary schedule or illness/injury leave accumulation.
7. Upon return from such a leave, the staff member shall be guaranteed a position in the same discipline.
8. It shall be the staff member's responsibility to notify the Superintendent in writing no less than ninety (90) days before the expiration of such a leave as to his/her intention to return to employment with the District.

L. Personal Leave

After three (3) years of continuous service with the District, a staff member shall be eligible for and may be granted a leave of absence for up to one (1) year for "personal reasons". Determination for granting such leave will be made on the merit of the request, and such leave will not be used to seek or secure other contracted professional employment.

ARTICLE X

PROFESSIONAL BEHAVIOR AND STAFF EVALUATION

- A. All staff members included in the Master Agreement who are eligible to be covered by the Michigan Teacher Tenure Act will be governed by the following evaluation procedures:
 1. Supervision or observation of a staff members' work performance will be conducted openly and with full knowledge of the employee. No supervision or monitoring will be conducted by electronic or mechanical devices. The evaluation instrument shall be one upon which both parties have agreed.

2. Probationary and tenured staff members shall be evaluated according to the Michigan Teacher Tenure Act guidelines. Probationary teachers will be evaluated using the Teacher Evaluation Framework. (See Appendix C: Teacher Evaluation Framework – also available online at www.monroeisd.us.) Tenured staff will be evaluated once every three years using the appropriate Evaluation Framework. In addition, tenured teaching staff will be evaluated at least annually using the Annual Interim Teacher Evaluation Form. (See Appendix G: Annual Interim Teacher Evaluation Form) Evaluations shall be placed in writing and reviewed with the staff member. Both the observing administrator and the staff member will sign the evaluation report indicating that the conference has taken place. The staff member will be provided the opportunity to make a written statement concerning his/her evaluation, which will be attached to the signed evaluation form. However, the evaluation procedure does not preclude the Administration from making informal evaluations regarding a staff member's professional performance and including such information in the oral and written evaluation reports when such data can be substantiated. When such substantiating data involves the observation of a staff member's performance by someone other than the evaluator, such person will be familiar with the staff member's professional performance. The substantiating data shall be in the form of a written and signed statement by the person who observed the mentioned behavior, and a copy will be made available upon request.

3. The rating system used on the Teacher Evaluation Framework shall be: Unsatisfactory, Satisfactory, Proficient or Distinguished. When an employee is to be rated "Unsatisfactory" and the behavior or condition causing such a rating is known to the evaluator at least sixty (60) days prior to the formal evaluation being written, said behavior or condition will have been previously reviewed with the staff member and, whenever possible, he/she will be given the opportunity for correction. In addition, if any staff member receives a rating of "Unsatisfactory" in any evaluated area, he/she will be placed on an "Individualized Development Plan". (See Appendix E: IDP Form for Teacher Evaluation – also available online at www.monroeisd.us.)

The rating system used on the Annual Interim Teacher Evaluation Form shall be Unsatisfactory or Satisfactory. If a staff member is to be rated unsatisfactory during the mid-year review, an Action Plan (See Appendix H: Action Plan) will be developed to give the employee an opportunity for correction. If a staff member receives a rating of "Unsatisfactory" in any evaluated area on the final Annual Interim Teacher Evaluation, he/she will be placed on an "Individualized Development Plan" (See Appendix E: IDP Form for Teacher Evaluation – also available online at www.monroeisd.us.)

4. Staff members may examine their personnel records and may request that a representative of the Education Association be present during such examination. Personnel files will be complete with the exception that any

information, wherein the sender requests confidentiality, shall not be available for the perusal of the staff member.

- B. All staff members included in the Master Agreement who are not eligible to be covered by the Michigan Teacher Tenure Act will be governed by the following evaluation and dismissal procedures:
1. Such staff members will be formally evaluated at least once each year during the first four full years of employment and at least once every three years thereafter by his/her immediate supervisor. This evaluation shall include:
 - a. A private, oral evaluation conference will take place no later than May 1st of each school year.
 - b. This oral conference will be followed within one (1) week by a written formal evaluation report and a review of this written evaluation report by the Supervisor with the staff member being evaluated. (See Appendix D: Support Staff Evaluation Framework – also available online at www.monroeisd.us.)
 - c. At the time when the written evaluation is reviewed, the staff member will be entitled to the presence of a representative of the Education Association. It will be the responsibility of the staff member to secure such a representative, if he or she so desires, and to appear for the scheduled conference.
 - d. The written evaluation report shall include specific statements regarding the staff member's professional performance. However, this formal evaluation procedure does not preclude the Administration from making informal evaluations regarding a staff member's professional performance and including such information in the oral and written evaluation reports when such data can be substantiated. When such substantiating data involves the observation of a staff member's performance by someone other than the evaluator, such person will be familiar with the staff member's professional performance. The substantiating data shall be in the form of a written and signed statement by the person who observed the mentioned behavior.
 - e. The rating system used on employee evaluations shall be: Unsatisfactory, Satisfactory, Proficient or Distinguished. When an employee is to be rated "Unsatisfactory" and the behavior or condition causing such a rating is known to the evaluator at least sixty (60) days prior to the formal evaluation being written, said behavior or condition will have been previously reviewed with the staff member and, whenever possible, he/she will be given the opportunity for correction. In addition, if any staff member receives a rating of

“Unsatisfactory” in any evaluated area, he/she will be placed on an “Individualized Development Plan”. (See Appendix F: IDP Form for Support Staff Evaluation– also available online at www.monroeisd.us.)

- f. Both the immediate supervisor and the staff member are to sign the written formal evaluation report indicating that an evaluation conference has taken place and that the contents of the written report represents the significant aspects of the previous oral evaluation.
- g. The evaluated staff member will be provided the opportunity to prepare a written statement concerning the evaluation report, which will be attached to the original written evaluation report.

ARTICLE XI

DISCIPLINARY ACTION

Disciplinary action with respect to employees who have satisfactorily completed four full years of employment shall be only for just and stated causes. Disciplinary action for all staff members will follow a concept of “progressive discipline” with the step level of disciplinary action determined by the severity of the offense.

- A. A staff member will be entitled to the presence of a representative of the Education Association when he/she is being reprimanded, warned or disciplined for any infraction of rules or delinquency of professional behavior. It will be the staff member’s responsibility to secure such representative, if he/she so desires, and appear for the requested conference. Such meeting will be held either the day of or the school day following the notification by the Administrator at a mutually agreeable time.
- B. Any staff member covered by Section B of Article X who is recommended for dismissal by the Administration shall receive a written notification of such dismissal at least sixty (60) days prior to the termination of that employee’s normal contractual work year. Such written notification shall stipulate the reasons for the recommended dismissal. Any disciplinary action taken under this paragraph with respect to a staff member who has satisfactorily completed four full years of employment shall be for just cause. The dismissal or discipline of a staff member who has not satisfactorily completed four full years of employment shall not require just cause. However, any disciplinary action for a staff member hired prior to July 1, 1999 shall be for just and stated cause.
 - a. Except that the sixty (60) day dismissal notice period shall not apply in those instances where the administration disciplines or discharges an employee for just cause during the school year.

- C. Any staff member covered by Section B of ~~this~~ Article X who has been provided written notice of his/her dismissal shall have the following rights:
 - a. The right to an appeal hearing before the Board of Education.
 - b. The right to be represented by legal counsel at the appeal hearing

ARTICLE XII

PROTECTION OF MEMBERS

- A. The Board recognizes its responsibility to give all reasonable support and assistance to staff members with respect to maintenance of control and discipline in the classroom.
- B. Staff members shall be expected to exercise reasonable care and use prudent judgment with respect to the safety of pupils and property.
- C. Any case of assault upon a staff member arising out of or in the course of the staff member's employment shall be promptly reported to the Board or its chief administrator. The Board shall provide legal counsel to advise the staff member of his/her rights and obligations with respect to such assault and shall render all reasonable assistance within the limits of its liability coverage to the staff member in connection with handling of the incident by law enforcement and judicial authorities.
- D. If legal suit is brought against any staff member as a result of release of confidential information or misuse of such information, the Board will furnish legal counsel for said teacher only if the Board has determined he/she has acted professionally and then only if requested by said staff member.
- E. If any staff member is complained against or sued for disciplinary action taken by the staff member against a student, the Board will provide legal counsel and render all necessary assistance within the limits of its liability coverage to the staff member in his defense. However, such Board support will not be provided in cases of gross negligence or gross misconduct.
- F. Any staff member who in the line of duty sustains injury requiring the absence from work which qualifies for payment under the Workers' Compensation Act will be paid during the period of such disability the difference between his regular salary and the amount received as payment under the Workers' Compensation Insurance Program for as long as the staff member has illness/injury leave days accumulated. The staff member's illness/injury leave shall be reduced by one-quarter (1/4) day for each full day absent from work during such disability period. Upon expiration of the employee's accumulated illness/injury leave, the Board will furnish only medical,

surgical and hospital care benefits as provided by the Workers' Compensation Insurance.

- G. A staff member who is injured on the job in the performance of their job duties, and provides the Board with medical verification of such injury, shall not be charged any Illness/Injury Leave days, as a result of such injury, and shall be paid their full pay until such time as Workers' Compensation goes into effect. At that time, the injury would be covered by Section F of this Article. To be covered by this section, such injury must be reported to the Administration on the day that said injury occurred, and a Workers' Compensation claim must be completed.
- H. This Agreement shall supersede any rules, regulations or practices of the Board which shall be contrary to our inconsistent with terms contained in any individual staff member contracts heretofore in effect. All future individual staff member contracts shall be made expressly subject to the terms of this Agreement, and all moneys paid shall be so stipulated in the contract. The provisions of this Agreement shall be incorporated into and be considered a part of the established policies of the Board.
- I. If any provision of this Agreement or any application of the Agreement to any teacher or groups of teachers shall be found contrary to law, then such provision shall be deemed void but all other provisions or applications shall continue in full force and effect.
- J. To the extent permitted by law, this Agreement shall be binding upon the Board and its successor personnel and upon any school district into which or with which this District shall be merged or combined. In the event this District shall be combined with one or more districts, the Board will use its best efforts to assure continued employment of its members in such consolidated district.

ARTICLE XIII

REDUCTION OF STAFF MEMBERS

- A. Education programs may be eliminated by the Intermediate School District Board of Education.
- B. Staff members released through the reduction or elimination of programs will be given the first opportunity for employment in any vacant position for which they are qualified and can be fully certified/approved.
- C. 1. Tenure staff members within a discipline will be released in reverse order of employment with the Monroe County Intermediate School District.

Probationary staff will be released prior to tenure staff and the same procedure of seniority will be followed.

2. Staff members who are not eligible for either tenure or probationary status as defined by the Michigan Teacher Tenure Act will be released in reverse order of seniority with the Intermediate School District.
- D.
1. Seniority is defined as length of service within the bargaining unit, which commences on the first effective date of employment. In cases where a staff member's assignment is less than full-time, seniority credit will accumulate at a rate which corresponds to such assignment (i.e., staff member whose assignment is half-time will receive a half year of seniority). Staff members do not accrue seniority while on a leave of absence, except in cases of a disability leave.
 2. In the event of more than one staff member having the same effective date of employment, the seniority standing will be determined in the following manner:
 - a. State recognized certification and/or approval.
 - b. Date of Board action to hire.
 - c. A lottery system as defined as a drawing of names. The first name drawn will have the highest seniority, and the following names will fall into consecutive order on the seniority list. The names will be drawn by the President of the Association or his/her designee, and witnessed by the Personnel Director or his/her designee. Only those affected staff members may be present.
- E. Laid off staff members hired after July 1, 1999, and who have satisfactorily completed four full years of employment shall be recalled to the first vacancy for which they are fully certified/approved in reverse order of seniority. Such staff members will have a right of recall for a period not to exceed three years following the effective date of layoff. Such a staff member refusing an offer of recall to a position for which the staff member is certified and qualified will result in the staff member being deemed a voluntary quit and forfeiting any right of recall unless the staff member at the time of the offer of recall is employed under contract by another Michigan school district or a Michigan human services agency. In such cases, the staff member will continue to be eligible for recall during the three year period following the effective date of layoff. It shall be the responsibility of a laid off staff member to keep the district informed of his or her current address. Failure of such staff member on layoff to respond within fifteen days of the receipt of a written offer of a position made by the Board will result in the staff member being considered a voluntary quit losing all right of recall. Any laid off staff member who has not satisfactorily completed four full years of employment will not have a right of recall unless he or she has tenure or the equivalent in the district.

The Board will operate Special Education programs and services in compliance with all applicable federal and state statutes and upon reinstatement of a position, the current senior staff member who at the time of layoff was assigned to the position's program, will be reassigned to the reinstated position prior to recalling another staff member. However, any current position will not be affected more than once in any one year, provided it does not preclude another staff member from being recalled.

- F. All seniority is lost when employment is severed by resignation, abandonment, retirement and discharge; however, seniority is retained if severance of employment is due to layoff. In cases of layoff, staff members so affected shall retain all seniority accumulated as of the effective date of layoff.
- G. Staff members who have moved to another classification within the Intermediate School District, but who were at one time dues paying members of the bargaining unit covered by this Agreement (MCIEA), shall retain seniority accrued prior to such reclassification.
- H. The following provisions shall apply in the necessary reduction of Certified personnel:
 - 1. No staff member shall be discharged or laid off pursuant to a necessary reduction in personnel for any school year or portion thereof unless he/she has been notified in writing of said discharge or layoff by June 25th. The exception to this rule will be those staff members employed in mandated programs in excess of 195 days who must be informed of discharge or layoff by May 20th.
 - 2. No staff member shall be discharged or laid off pursuant to a necessary reduction in personnel unless he has been given a written notification of said action and a subsequent opportunity for Administrative review not later than thirty (30) calendar days following notification of such action.
 - 3. Staff members who have not been notified pursuant to the conditions of Article XII, H., I. Above, and whose services are not required on a full time basis in their regular professional capacity may be reassigned by the Administration to other professional responsibilities for the remainder of the staff member's contractual work year.
 - 4. Whenever possible, the administration will acknowledge and allow two (2) mutually agreeable staff members to share on a half-time basis, a full-time position.
- I. A representative of the Education Association and a representative of the Board will meet to clarify procedures of layoffs.

- J. A seniority list will be provided to the Education Association yearly.
- K. Copies of layoff notices and recalls will be provided to the Education Association.
- L. In the event that this District decentralizes any or all of its current services/programs, returning those services/programs to local school districts, the board shall notify, in writing, those staff members affected by such action. Said notification shall be mailed to those affected staff members within two (2) working days of the official decision to decentralize.
- M. In the event that this district shall decentralize, the Board will use its best efforts with the local districts to assure the continued employment of those staff members whom it represents.

ARTICLE XIV

CONTINUITY OF OPERATIONS

- A. It shall be the normal operating procedure for all personnel covered by this Agreement to report to work on inclement weather days. However, when staff of the Monroe County Intermediate School District are assigned to facilities which are closed because of inclement weather conditions, fire, epidemics, mechanical breakdowns, or health conditions as defined by city, county or state health authorities, staff members covered by this Agreement whose responsibility requires them to provide direct service to students in the closed facility will not be required to report for work on such days and will be paid their normal days pay for all such days. In addition, when the nine (9) local school districts and the MCISD Education Center are closed due to one of the conditions listed above, those staff members who are assigned to the Monroe County Intermediate School District Special Service Center, and General Instruction Staff, will not be required to report for work on such days and will be paid their normal days pay for all such days. When the Monroe County Community College closes or the Education Center and Transition Center closes due to one of the conditions listed above, Monroe County Middle College employees are not required to report to work on such days and will be paid their normal days pay for all such days. Employees who are required to report to work but are unable to do so, shall immediately notify their immediate supervisory of this fact. All such employees shall then be allowed to use any accumulated Personal or Vacation Days, in order that the employee may receive his/her normal days pay.

Exceptions to the above policy may be made by the Superintendent on consultation with the President of the Board of Education when he deems that the circumstances are such that it is not reasonable to expect staff to report to work under the existing conditions.

- B. Notwithstanding the foregoing, the Board shall have the right to expand the school calendar in order to achieve the minimum number of student instruction days required by the State or by the district to which the employee is assigned, provided the total number of staff days in the district to which the staff member is assigned does not exceed the total number of staff days in the MCISD calendar. On days when school is closed due to inclement weather, fire, epidemics, mechanical breakdowns or health conditions as defined by city, county or state health authorities, staff members who provide direct service to students in closed facilities need not report to work. However, these days will be added to the calendar by the Board in order to achieve the minimum number of student instruction days as required by the State. No additional pay will be granted teachers for the rescheduling of these days. Should a “Inclement Weather Day” occur on a non-classroom instruction day, affected staff members will not be required to make up the day and will receive their normal day’s pay for that day.

Note: This section of the Contract is only valid as long as Michigan Public Schools are required to make up such days to receive full financial aid. Should the requirement to make up these days be rescinded, the contract language will revert to the 1984-85 contract language.

- C. The Education Association and the Board recognize that strikes and other forms of work stoppages by employees are contrary to law and public policy. The Education Association and the Board subscribe to the principle that differences shall be resolved by peaceful and appropriate means without interruption of the school program. The Education Association therefore agrees that as long as this Master Agreement is in effect, (see Article XIV) its officers, representatives and members shall not authorize, instigate, cause, aid encourage, ratify or condone, nor shall any member take part in any strike, slowdown or stoppage of work, boycott or other interruption of activities during the school day. Failure or refusal on the part of any employee to comply with the provisions of this Article shall be cause for whatever disciplinary action is deemed necessary by the Board.

ARTICLE XV

NEGOTIATION PROCEDURES

- A. This Agreement has been negotiated for a period ending on September 30, 2010. However, any aspect of this Agreement may be reopened for negotiation at any time providing there is mutual agreement of both parties.
- B. Neither party will have any control over the selection of representatives of the other party and each party may select its representatives from within or outside the school district. It is recognized that no final agreement between the parties may be executed without ratification by a majority of the Board of Education and by a majority of the membership of the Association, but the parties mutually pledge that representatives selected by each school be clothed of all necessary power and authority to make proposals, consider proposals, and make concessions on the course of negotiations or bargaining, subject only to such ultimate ratification.
- C. If the parties fail to reach an agreement during negotiations, either party may invoke the mediation machinery of the Michigan Employment Relations Commission or take any lawful measures it may deem appropriate to resolve an impasse.
- D. If negotiation sessions are ever scheduled during the normal work day, it is understood that this arrangement is made with the Administration and Board's approval.

ARTICLE XVI

GRIEVANCE PROCEDURE

- A. A grievance shall be a claim by a staff member or the Education Association that there has been a violation, misinterpretation or misapplication of the terms of this contract.
- B. A "Education Association Grievance" is an alleged violation, misinterpretation or misapplication of the contract as it affects more than one employee and more than one supervisor. Said Education Association grievance may be processed directly to Level Three of the grievance procedure, but, must contain the signatures of all affected staff members.
- C. Both parties agree that the grievance proceedings shall be kept as confidential as may be appropriate at any level of such proceedings. Furthermore, that the parties shall attempt to secure at the lowest level possible equitable solutions to the problems presented through this procedure.

- D. Notwithstanding any other provision of this Agreement, it is expressly understood that the grievance procedure shall not apply to those areas in which the Teacher Tenure Act prescribes a procedure or authorizes a remedy including the nonrenewal of any probationary teacher. For those matters for which there is another administrative procedure or forum, a staff member must choose either the grievance process or the prescribed procedure/forum. The grievance procedure shall also not apply to any matter involving content of a staff member evaluation.
- E. The Education Association shall designate one representative to handle grievances when requested by the grievant.
- F. Forms for filing and processing grievances have been designed cooperatively by the Education Association's representatives and shall be prepared and given appropriate distribution so as to facilitate the operation of the grievance procedure. (See Grievance Procedure Form, Appendix B)
- G. The staff member and/or Education Association retain the right to withdraw a grievance at any level without prejudice of record.
- H. If the staff member, having filed a grievance, voluntarily terminates employment, said grievance shall be immediately withdrawn.
- I. No reprisals of any kind shall be taken by or against any party of interest or any participant in the grievance procedure by reason of such participation.
- J. Access shall be made available to both parties, to all places, records and information necessary to the determination and processing of a grievance.
- K. Notwithstanding the expiration of this Agreement, any claim or grievance arising thereunder may be processed through the grievance procedure until resolution.
- L. The term "days" as used herein shall mean business days when the administrative office is open Monday through Friday. If the appropriate administrator with whom the grievance should be filed is unavailable because school is not in session, the grievance shall be filed at the next higher level of the grievance procedure for disposition at the appropriate level.
- M. The Education Association may not initiate and/or perpetuate a grievance involving the right of a staff member or group of members without his/her, or their, express approval at each step of the procedure.
- N. A staff member, or his designated Education Association representative, involved in the processing of a grievance shall not be docked pay for involvement of same.
- O. Written grievances as required herein shall comply with the following provisions:

1. It shall be signed by the grievant or grievants.
2. It shall be a specific synopsis of the facts giving rise to the alleged violation.
3. It shall cite the section or sections of this Master Agreement alleged to have been violated.
4. It shall contain the date of the alleged violation.
5. It shall specify the relief requested.
6. It shall be filed on the appropriate form.

Any written grievance not substantially in accordance with the above requirements may be rejected as improper. Such rejection shall not extend the limitations hereinafter set forth.

P. The number of days indicated at each level should be considered the maximum and every effort should be made to expedite the proceedings. However, the time limits may be extended in writing by mutual consent.

Q. At each level of the grievance procedures all affected parties shall receive copies of the written decisions or appeals.

R. Procedure:

Level One: A staff member believing himself wronged by an alleged violation, misinterpretation or misapplication of the expressed provisions of this Agreement shall, within five (5) days of its alleged occurrence, or when school is not in session for the staff member, within five (5) days of the staff member becoming aware of the alleged violation, orally discuss the grievance with his/her immediate supervisor in an attempt to resolve same. If a resolution of the problem is not obtained within five (5) days of the discussion the staff member may within fifteen (15) days of the alleged violation reduce the grievance to writing and submit same to his immediate supervisor.

Level Two: A copy of the written grievance shall be filed with the grievant's immediate supervisor along with the endorsement and/or approval or disapproval of the Education Association. Within five (5) days of receiving the written grievance the immediate supervisor shall arrange a meeting with the grievant and/or the designated Education Association representative at the option of the grievant to discuss the grievance. Within five (5) days of discussion the immediate Supervisor shall render his decision in writing and transmit same to all affected parties.

If no decision is rendered within five (5) days of the discussion, or the decision is unsatisfactory to the grievant and the Education Association, the grievant may

appeal same within thirty (30) days of the alleged violation to the Division Head by filing a written grievance, along with the rendered Administration decision at Level Two.

Level Two may be bypassed when the immediate supervisor is also the Division Head. In such cases, the total number of days to process the grievance shall be reduced by fifteen (15) days.

Level Three: Within five (5) days of receipt of the written grievance by the Division Head, a meeting shall be arranged with the grievant and/or the designated Education Association representative at the option of the grievant to discuss the grievance. Within five (5) days of the discussion the Division Head shall render his decision in writing transmitting a copy of same to all affected parties.

If no decision is rendered within five (5) days of the discussion, or the decision is unsatisfactory to the grievant and the Education Association, the grievant may within forty-five (45) days of the alleged violation appeal same to the Intermediate Superintendent by filing a written grievance along with the written Administration decisions at Levels Two and Three.

Level Four: Within five (5) days of receipt of the grievance the Intermediate Superintendent shall arrange a meeting with the grievant and/or the designated Education Association representative (at the option of the grievant) to discuss the grievance. Within five (5) days of the discussion the Superintendent shall render his decision in writing transmitting copies of same to all affected parties.

If no decision is rendered within five (5) days or the decision is unsatisfactory to the grievant and the Education Association, the grievant may within sixty (60) days of the alleged violation appeal same to the Board of Education by filing a written grievance along with the rendered written Administrative decisions at Levels Two, Three and Four, with the President of the Board of Education.

Level Five: Within fifteen (15) days of receipt of the written grievance, the President of the Board of Education shall call a meeting to hear the presentation of the grievance. The Board shall allow the staff member and/or his Education Association representative (at the option of the grievant) the opportunity to present his case regarding the grievance.

Within ten (10) days from the hearing of the grievance, the Board shall render its decision in writing. The Board may hold further meetings or otherwise investigate the grievance provided, however, that in no event, except with express written consent of the Education Association, shall final determination of the grievance be made by the board any later than ten (10) days after the initial hearing. A copy of the written decision of the Board shall be forwarded to all affected parties.

Level Six: If no decision is rendered within ten (10) days of the Board Meeting, or either party of the dispute is not satisfied with the decision rendered at Level Five, the

matter may be referred to arbitration. Either party may refer the matter to arbitration, provided that notice to refer the matter is given to the other party within ten (10) days from the date of receipt by the Education Association of the Board's written decision. Only the Education Association, not a staff member, may process a grievance to arbitration. The grievance will be submitted to arbitration under and in accordance with the rules of the American Arbitration Association.

The arbitrator shall hear the grievance in dispute and shall render his decision within thirty (30) days from the close of the hearing. The arbitrator's decision shall be submitted in writing and shall set forth the findings and conclusions with respect to the issues submitted to arbitration. The arbitrator shall confine his decision to the particular case submitted to him. Both parties agree to be bound by the award of the arbitrator and agree that judgment thereon may be entered in any court of competent jurisdiction.

The arbitrator shall have no authority except to pass upon alleged violations of the express provisions of this Agreement and to determine disputes involving the application or interpretation of the express provisions of this Agreement. The arbitrator shall have no power or authority to add to, subtract from or modify any terms of this Agreement and shall not substitute his judgment for that of the Board where the Board is given discretion by the terms of this Agreement. The arbitrator shall not render any decision which would require or permit an action in violation of the Michigan School Laws.

The arbitrator shall have no power to award interest or punitive damages. Where no monetary loss has been caused by the action of the Board complained of, the Board shall be under no obligation to make monetary adjustments and any back pay award shall be reduced by any compensation received by a staff member from any source, including unemployment compensation which would not have been received if staff member was still employed by the District.

The termination of "probationary contracted" staff members shall not be a subject of arbitration. However, the termination of a "non-tenure contracted" staff member is eligible for arbitration after four consecutive successful years of service with the District.

The Board and the Education Association agree to share equally the fees and expenses of the arbitrator for grievances related to this Master Agreement.

SCHEDULE A

2010-11 SALARY SCHEDULE

198/200 contractual days

Step	B.A.	B.A. + 18	B.A. + 30	B.A. + 45	B.A. + 60*
1	\$ 41,114	\$ 42,685	\$ 44,419	\$ 46,316	\$ 48,613
2	\$ 43,213	\$ 44,846	\$ 46,635	\$ 48,633	\$ 51,032
3	\$ 45,334	\$ 47,041	\$ 48,905	\$ 51,013	\$ 53,444
4	\$ 47,413	\$ 49,229	\$ 51,142	\$ 53,295	\$ 55,821
5	\$ 49,738	\$ 51,581	\$ 53,621	\$ 55,821	\$ 58,411
6	\$ 52,021	\$ 53,953	\$ 56,059	\$ 58,349	\$ 61,005
7	\$ 54,332	\$ 56,311	\$ 58,525	\$ 60,857	\$ 62,867
8	\$ 56,602	\$ 58,688	\$ 60,938	\$ 63,397	\$ 66,167
9	\$ 59,542	\$ 61,676	\$ 63,377	\$ 65,890	\$ 68,750
10	\$ -	\$ -	\$ 65,817	\$ 68,391	\$ 71,345
11	\$ -	\$ -	\$ 68,953	\$ 70,911	\$ 73,953
12	\$ -	\$ -	\$ -	\$ 74,189	\$ 77,348

B.A. shall apply to all staff members possessing a Baccalaureate Degree from an accredited college or university.

**Staff members who have 90 hours or more in a relevant approved planned program will receive additional compensation equal to 2% of the appropriate B.A. + 60 salary.*

- A. This salary schedule is the basic salary schedule for staff members for the 2010-11 school year. It is based on 198/200 contractual days of employment (187/189 work days and 11 paid holidays). Contracts for staff members working more or less than the 198/200 contractual days will be prorated from this salary schedule.
- B. The Board of Education will continue to assume the employee's BASIC retirement contribution.
- C. Staff members shall not advance beyond the fifth (5th) step of any of the above salary schedules unless he/she has full approval from the State Department of Education for his/her professional assignment.
- D. Staff members requesting movement on the salary schedule must provide to the Human Resources Department by no later than October 1 an official transcript of graduate credit hours earned at a State Board approved institution included in the *Directory of Michigan Institutions of Higher Education* and/or a regionally –accredited out of state college or university.

SCHEDULE A

2011-12 SALARY SCHEDULE

198/200 contractual days

	B.A.	B.A. + 18	B.A. + 30	B.A. + 45	B.A. + 60*
Step					
1	\$ 41,525	\$ 43,112	\$ 44,863	\$ 46,779	\$ 49,099
2	\$ 43,645	\$ 45,294	\$ 47,101	\$ 49,119	\$ 51,542
3	\$ 45,788	\$ 47,512	\$ 49,394	\$ 51,523	\$ 53,978
4	\$ 47,887	\$ 49,721	\$ 51,653	\$ 53,828	\$ 56,380
5	\$ 50,236	\$ 52,097	\$ 54,157	\$ 56,380	\$ 58,995
6	\$ 52,542	\$ 54,493	\$ 56,619	\$ 58,932	\$ 61,615
7	\$ 54,875	\$ 56,874	\$ 59,111	\$ 61,465	\$ 63,496
8	\$ 57,168	\$ 59,275	\$ 61,548	\$ 64,031	\$ 66,829
9	\$ 60,137	\$ 62,292	\$ 64,011	\$ 66,549	\$ 69,437
10	\$ -	\$ -	\$ 66,475	\$ 69,075	\$ 72,058
11	\$ -	\$ -	\$ 69,643	\$ 71,621	\$ 74,693
12	\$ -	\$ -	\$ -	\$ 74,931	\$ 78,121

B.A. shall apply to all staff members possessing a Baccalaureate Degree from an accredited college or university.

**Staff members who have 90 hours or more in a relevant approved planned program will receive additional compensation equal to 2% of the appropriate B.A. + 60 salary.*

- A. This salary schedule is the basic salary schedule for staff members for the 2011-12 school year. It is based on 198/200 contractual days of employment (187/189 work days and 11 paid holidays). Contracts for staff members working more or less than the 198/200 contractual days will be prorated from this salary schedule.
- B. The Board of Education will continue to assume the employee's BASIC retirement contribution.
- C. Staff members shall not advance beyond the fifth (5th) step of any of the above salary schedules unless he/she has full approval from the State Department of Education for his/her professional assignment.
- D. Staff members requesting movement on the salary schedule must provide to the Human Resources Department by no later than October 1 an official transcript of graduate credit hours earned at a State Board approved institution included in the *Directory of Michigan Institutions of Higher Education* and/or a regionally –accredited out of state college or university.

SCHEDULE B

INSURANCE BENEFITS

- A. The Board of Education shall, upon application, make available for each full-time staff member covered by this Agreement for the time period which commences on October 1, 2010 and expires on September 30, 2012:
- a. Health care for the employee, employee's spouse and dependent children through Michigan Education Special Services Association ("MESSA") CHOICES II with a \$200/\$400 in network deductible and a \$400/\$800 out of network deductible a \$10 office co pay, a \$50 ER co-pay , a \$25 Urgent Care co-pay and a \$10/\$20 prescription co-pay in the first year of the contract (2010-11) and a \$200/\$400 in network deductible and a \$400/\$800 out of network deductible, a \$20 office co pay, a \$50 ER co-pay , a \$25 Urgent Care co-pay and a \$10/\$20 prescription co-pay for the second year of the contract (2011-12).
 - b. Beginning in the 2011-12 contract year, members will be given the option of a debit card for eligible medical expenses administered through the ISD's Section 125 Flexible Spending Account.
 - c. SuperCare1 is available only to the two (2) employees currently enrolled in the Super Care 1 health care plan. No other employee will be permitted to enroll in Super Care 1.
- B. Upon application the Board will provide a cash option of \$2400.00 per contract year (October 1- September 30) in lieu of full family hospital/medical coverage. Staff members will be paid \$200.00 per month cash in lieu until May 1 at which time, if a minimum of 25 staff members have chosen cash in lieu of medical insurance, the cash in lieu option will be increased to \$3600.00 for that contract year (\$300.00 for each month health insurance has not been provided during the contract year.) If the minimum requirement of 25 staff members is met, the staff member will receive the additional cash in lieu during the months of June through September. The Board shall formally adopt and finance a qualified plan document that complies with Section 125 of the Internal Revenue Code for this benefit.
- C. A staff member and a staff member's family members who are eligible for the health care insurance provided by this Section shall not be entitled to receive health care insurance coverage if they receive health care insurance coverage through another employer or through a spouse on the M.C.I.S.D. staff, with the following exceptions: (1) the health care double coverage prohibition shall not apply if the other employer will not permit its employees to drop the health insurance coverage provided through the other employer for the staff member or the staff member's family members and so states in writing to the Board; and (2) a staff member who has family members who receive health insurance coverage as a result of a divorce decree shall be entitled to receive the health care insurance provided by this Section

for those eligible family members who do not receive health care insurance as a result of the divorce decree.

For the appropriate coverage, the staff member shall verify in writing he/she is eligible for such coverage. Written verification shall be completed at the beginning of each year. After that time any staff member with double health coverage shall reimburse the Board the cost of his/her health coverage for the duration of such double coverage.

- E. Changes in family status shall be reported by the staff member in writing to the Human Resources Office within thirty (30) days of such changes. The staff member shall be responsible for any overpayment of premiums by the Board in his/her behalf for failure to comply with this provision.

- F. Each staff member who completes his/her contractual obligation with the Board shall have their Board paid insurance premiums continued through the summer months and until September 30th of the next fiscal year. However, those staff members who terminate their employment upon the completion of their contractual work year will have their insurance coverage continued through August 31st. If a staff member willfully terminates his/her employment prior to the end of his/her contractual work year, his/her Board paid subsidy shall terminate on the first of the month following. In instances where cost of coverage exceeds the amount of subsidy, the Board shall make provisions for the excess to be deducted from the balance of the staff member's earnings.

- H. A committee comprised of two bargaining unit members appointed by the MCIEA and two central office administrators appointed by the Superintendent will meet to study ways to contain/reduce insurance costs.

SCHEDULE C

LONGEVITY

- A. Longevity in the amounts listed below will be paid to each active staff member covered by this Agreement who has completed at least the below listed years of service with the District on or before September 30th of the fiscal year in which it is to be paid and has been at the top of his/her salary schedule lane for at least one fiscal year.

10 – 14 years	- \$725.00
15 – 19 years	- \$825.00
20 – 24 years	- \$925.00
25 + years	- \$1,025.00

- B. The Longevity payment is to be made in one lump sum on or about the first Friday in December of each year.
- C. The approved “Seniority List” will be used to determine years of service for purposes of this “Schedule”.

SCHEDULE D

2010-11 SCHOOL CALENDAR

	Students	Staff	Contract
August	0	2-4	2-4
<ul style="list-style-type: none"> ** New Staff In-Service August 26 & 27 ** Professional Development August 30 & 31 			
September	18	19	20
<ul style="list-style-type: none"> ** Opening Day September 1 * No School (most staff) September 2 & 3 * Labor Day September 6 Opening Day for Students September 7 			
October	21	21	21
November	19	20	22
<ul style="list-style-type: none"> ** Professional Development November 4 Educational Planning November 8 (Students attend AM only) * Thanksgiving Recess November 25-26 			
December	15	15	20
<ul style="list-style-type: none"> * Winter Recess Begins December 22 			
January	20	21	21
<ul style="list-style-type: none"> Classes Resume January 3 ** Professional Development January 17 Records Day January 21 (Students attend AM only) 			
February	19	19	20
<ul style="list-style-type: none"> * President's Day February 21 			
March	23	23	23
<ul style="list-style-type: none"> Records Day March 25 (Students attend AM only) 			
April	15	15	16
<ul style="list-style-type: none"> * Good Friday April 22 * Spring Recess April 25-29 			
May	21	21	22
<ul style="list-style-type: none"> Records Day May 27 (Students attend AM only) * Memorial Day May 30 			
June	11	11	11
<ul style="list-style-type: none"> Last Day Students June 15 (Students attend AM only) Last Day Staff June 15 (Full Day) 			
Total Days:	182	187-89	198-00

* *No School*

** *No Students*

SCHEDULE D

SCHOOL CALENDAR

- A. All I.S.D. classroom teachers located in local district buildings shall be guaranteed four half-day inservice days (or the equivalent thereof) to be scheduled in writing within twenty-one calendar days of receipt of local calendars, and after consultation with affected staff members. These inservice days shall be coordinated, whenever possible, with other I.S.D. operated programs and the transportation system.
- B. All calendars are “tentative” with certain days such as spring recess and the end of the school year subject to change in the event instructional days which are canceled due to reasons beyond the control of school authorities, such as “snow days”, must be made up.
- C. The calendars for the 2010-11 and 2011-12 will be developed before the beginning of the contract year.

SCHEDULE E

RETIREMENT

Staff members who are eligible to retire and receive full retirement benefits (30 years of service credit) under the Michigan Public School Employees Retirement System and meet the below listed requirements shall, upon retirement, receive a sum paid through a 403(b) Plan equal to one-half (1/2) of their accumulated illness/injury leave at their last work year's daily rate of pay. In the case of the death of a staff member who is eligible to retire under Schedule "E", the retirement payment will be paid to said staff member's estate.

To receive this benefit, the staff member must meet all of the following requirements:

- A. Actively employed by the District for a minimum of fifteen (15) years.
- B. Declare, in writing to the Board, an irrevocable letter of retirement no later than March 1st of the school year in which they plan to retire.
- C. Retirement must be at the completion of the contract year.
- D. Receive retirement benefits from the Michigan Public School Employees Retirement System.

Staff members eligible for this benefit are not eligible to receive Illness/Injury Leave reimbursement under Article IX, A, part 8.

RATIFICATION OF THE AGREEMENT

This Master Agreement, containing sixteen (16) Articles, five (5) schedules, and eight (8) Appendix forms is to be effective October 1, 2010, until September 30, 2012, and shall constitute the full and complete commitment between the parties and may be altered, deleted from, or modified only through the voluntary mutual consent of both parties in a written and signed amendment to this Agreement. Said Agreement has been approved and ratified by the Education Association and the Board on the indicated dates as evidenced by the signatures of their authorized representatives.

For the Education Association

Roberta Nechel
President

Lori Estenroder
Secretary

Roberta Nechel
Negotiation Chairperson

October 7, 2010
Date

For the Board

Larry Hammons
Board Secretary

Ronald A. Penner
Superintendent

Elizabeth J. [Signature]
Negotiation Chairperson

October 11, 2010
Date

*Schedule "A" of this Master Agreement will be effective July 1, 2010.

EMPLOYEE: _____

REGULAR WORK HOURS: _____

SOCIAL SECURITY #: _____

_____ TO _____

MONROE COUNTY INTERMEDIATE SCHOOL DISTRICT

EMPLOYEE ABSENCE REPORT

Illness - Injury

Illness-Injury (other than self)

Relationship: _____

Necessary Business/Emergency

Vacation

Funeral

Other _____

Relationship: _____

I () wish to be () was absent on the following day(s): _____

Reason for Absence: _____

If only part of day: Time Left: _____ Time Returned: _____

Doctor's name, address and telephone number, if requested: _____

I, the undersigned, state that I will (have) use(d) the day(s) requested for the purpose as indicated above and assure the Administration that such day(s) will (have) not be (been) used for inappropriate purposes. I understand that the misuse of this absence request will be justifiable cause for disciplinary action.

Employee Signature: _____ **Date:** _____

<input type="checkbox"/> Approved* <input type="checkbox"/> Not Approved	_____
	Supervisor and/or Director

<input type="checkbox"/> Approved* <input type="checkbox"/> Approved with Loss of Pay <input type="checkbox"/> Loss of Pay	_____
	Assistant Superintendent of Human Resources and Legal Counsel

*Approval with pay is always conditional upon employee having such days accrued.

1. Except in cases of emergency, staff members desiring to take a necessary business/emergency day shall indicate same to their immediate supervisor at least two (2) days in advance.
2. Funeral leave should be requested as soon as the need is known, and the request must note the relationship of the deceased.
3. Illness/Injury leave for medical and dental appointments should be requested at least two (2) days prior to the requested date.
4. A report should be completed and submitted to the appropriate administrator the first day after returning to work following absence due to illness.

WAS THIS INJURY OR ILLNESS DIRECTLY RELATED TO OR CONTRACTED THROUGH YOUR JOB ASSIGNMENT? () YES () NO

GRIEVANCE REPORT

Monroe County Intermediate School District
1101 S. Raisinville Rd. - Monroe, Michigan

Grievance Number: _____
Date Filed: _____

Name of Grievant: _____

Position: _____ Department: _____

Level II

A. Date Cause of Grievance Occurred: _____

1. Section or Sections of the Master Agreement alleged to have been violated:

2. Concise Statement of Grievance:

3. Relief Sought by Grievant:

Signature of Grievant

<p>B. Disposition of Grievance by Immediate Supervisor:</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>_____ Signature of Immediate Supervisor Date</p>

<p>C. Grievants Response to Immediate Supervisors Disposition:</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>_____ Signature of Grievant Date</p>

Grievance Report
(Page 4)

Monroe County Intermediate School District
1101 S. Raisinville Rd. - Monroe, Michigan

Level V

A. Date Received by President of the Board of Education: _____

B. Disposition of Grievance by Board of Education:

Signature of Board President

Date

C. Grievants Response to Board of Education's Disposition of Grievance:

Signature of Grievant

Date

TEACHER EVALUATION FRAMEWORK

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Suggested Evaluation Timeline ----- i

Teacher Evaluation Framework

Domain 1: Planning and Preparation----- 1-5

Domain 2: The Classroom Environment ----- 6-10

Domain 3: Instruction ----- 11-16

Domain 4: Professional Responsibilities ----- 17-22

Forms (available online at www.monroeisd.us)

Instruction Plan for a Single Lesson -----Form A

Student Survey -----Form B

Parent Survey-----Form C

Instructional Artifact Sheet-----Form D

Reflection Sheet -----Form E

Family Contact Log -----Form F

School/District/Professional Contribution Log -----Form G

Report of Professional Development Hours -----Form H

Knowledge of Students and Resources Sheet -----Form I

Annual Record of Professional Development for Beginning Teachers -----Form J

Classroom Observation Record for Written Feedback-----Form K

Teacher Evaluation Framework Plan -----Form L

Teacher Evaluation Framework Final Summary -----Form M

Teacher Evaluation Framework Signature Page -----Form N

Teacher Evaluation Framework Survey -----Form O

Self-Assessment Worksheet I-----Form P

Self-Assessment Worksheet II-----Form Q

Artifact Listing-----Form R

Individualized Development Plan (“IDP”)-----Form S

ALL FORMS FOR COMPLETING EVALUATION AND/OR IDP ARE ONLINE AT www.monroeisd.us > Quick Links > Special Education Forms

**SUGGESTED EVALUATION TIMELINES FOR
TEACHER EVALUATION**

MONTH	NEWLY HIRED TEACHERS	PROBATIONARY TEACHER YEARS 2, 3, AND 4	TENURED STAFF	ANNUAL INTERIM TEACHER EVALUATION
August	In-service regarding instrument and process. <i>Evaluated on Domain 2 only</i>			
September				
October	Meeting to review the components of Domain 2 and review artifacts.	Meeting to review domains; mutual agreement on at least three components chosen within each domain with staff person choosing at least one. Review artifacts. (ⁱ By end of 4 th year, staff will have been evaluated on all components in all domains.)	Meeting to review domains; mutual agreement on at least three components chosen within each domain with staff person choosing at least one. Review artifacts.	
November	Pre-observation conference and formal observation. Staff completes Instructional Plan for a Single Lesson (form A) and provides a copy to evaluator at the time of the observation. A meeting will be scheduled within 2 weeks and held within 4 weeks of the formal observation to provide written feedback.	Pre-observation conference and formal observation. Staff completes Instructional Plan for a Single Lesson (Form A) and provides a copy to evaluator at the time of the observation. A meeting will be scheduled within 2 weeks and held within 4 weeks of the formal observation to provide written feedback.		
December			Pre-observation conference and formal observation. A meeting will be scheduled within 2 weeks and held within 4 weeks of the formal observation to provide written feedback.,	

January				A meeting with the Supervisor and Teacher will be scheduled by January 1 st to review performance related to components. If unsatisfactory in any component, an Action Plan (Appendix H) will be developed.
February	Pre-observation conference and formal observation. A meeting will be scheduled within 2 weeks and held within 4 weeks of the formal observation to provide written feedback.	Pre-observation conference and formal observation. A meeting will be scheduled within 2 weeks and held within 4 weeks of the formal observation to provide written feedback.		
March			Pre-observation conference and formal observation. A meeting will be scheduled within 2 weeks and held within 4 weeks of the formal observation to provide written feedback.	
April	Final evaluation completed by the second Friday in April and delivered to HR department.	Final evaluation completed by the second Friday in April and delivered to HR department.		A meeting will be held by April 1 st with the Supervisor and Teacher to review the Action Plan only if there was an unsatisfactory report on any component in the December review.
May				
June	By the end-of- year check out meeting, establish goals for following year (IDP). Staff member to turn in Annual Record of Professional Development (Form J)	By the end-of-year check out meeting, establish goals for following year (review IDP goals)	Final evaluation complete by June 1 and delivered to HR department.	Final evaluation complete by June 1 st and delivered to HR.

TEACHER EVALUATION FRAMEWORK

Speech Pathologist- **Teacher Evaluation Framework**

Adaptive Physical Education teacher - **Teacher Evaluation Framework**

Teacher - **Teacher Evaluation Framework**

DOMAIN 1: PLANNING AND PREPARATION
Component 1a: Demonstrating Knowledge of Content and Pedagogy
Elements, Rubrics and Level of Performance

Element	Unsatisfactory	Satisfactory	Proficient	Distinguished
Knowledge of Content	Staff makes content errors or does not correct content errors that students make.	Staff displays satisfactory content knowledge.	Staff displays solid content knowledge and makes connections between the content and other parts of the discipline and other disciplines.	Staff displays extensive content knowledge, with evidence of continuing pursuit of such knowledge.
Knowledge of Prerequisite Relationships	Staff displays little understanding of prerequisite knowledge important for student learning of the content.	Staff indicates some awareness of prerequisite learning.	Staff’s plans and practices reflect understanding of prerequisite relationships among topics and concepts.	Staff actively builds on knowledge of prerequisite relationships when describing instruction or seeking causes for student misunderstanding.
Knowledge of Content Related Pedagogy	Staff displays little understanding of pedagogical issues involved in student learning of the content.	Staff displays satisfactory pedagogical knowledge but does not anticipate student misconceptions.	Pedagogical practices reflect current research on best pedagogical practice within the discipline but without anticipating student misconceptions	Staff displays continuing search for best practice and anticipates student misconceptions.

1a: Demonstrating Knowledge of Content and Pedagogy

	<i>U</i>	<i>S</i>	<i>P</i>	<i>D</i>	<i>N/O</i>
Knowledge of Content	<input type="checkbox"/>				
Knowledge of Prerequisite Relationships	<input type="checkbox"/>				
Knowledge of Content-Related Pedagogy	<input type="checkbox"/>				

Artifacts

PD Activities/Courses-Required

Sample of Student Assignments-Required

Lesson Plans- Required

Instruction Plan for a Single Lesson-Required – Form A

Student Assessment Portfolio - Required

Component 1b: Demonstrating Knowledge of Students
Elements, Rubrics and Level of Performance

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

1b: Demonstrating Knowledge of Students

	<i>U</i>	<i>S</i>	<i>P</i>	<i>D</i>	<i>N/O</i>
Knowledge of Characteristics of Age Group	<input type="checkbox"/>				
Knowledge of Varied Approaches to Learning	<input type="checkbox"/>				
Knowledge of Students' Skills and Knowledge	<input type="checkbox"/>				
Knowledge of Students' Interests and Cultural Heritage	<input type="checkbox"/>				

Artifacts

Lesson Plans - Required

Instruction Plan for a Single Lesson-Required- Form A

Student Assessment Portfolio - Required

DOMAIN 1: PLANNING AND PREPARATION

Component 1c: *Selecting Instructional Goals Elements, Rubrics and Level of Performance*

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

1c: Selecting Instructional Goals

	<i>U</i>	<i>S</i>	<i>P</i>	<i>D</i>	<i>N/O</i>
Value	<input type="checkbox"/>				
Clarity	<input type="checkbox"/>				
Suitability for Diverse Students	<input type="checkbox"/>				
Balance	<input type="checkbox"/>				

Artifacts

- IEP Goals for at least three students- Required**
- Lesson Plans- Required**
- Instruction Plan for a Single Lesson-Required –Form A**
- Student Assessment Portfolio - Required**

DOMAIN 1: PLANNING AND PREPARATION

**Component 1d: Assessing Student Learning
Elements, Rubrics and Level of Performance**

Element	Unsatisfactory	Satisfactory	Proficient	Distinguished
Congruence with Instructional Goals	Content and methods of assessment lack congruence with IEP instructional goals.	Some of the IEP instructional goals are assessed through the proposed approach.	All the IEP instructional goals are nominally assessed through the proposed plan but the approach is more suitable to some goals than to others.	The proposed approach to assessment is completely congruent with the IEP instructional goals both in content and process.
Criteria and Standards	The proposed approach contains no clear criteria or standards.	Assessment criteria and standards have been developed.	Assessment criteria and standards are clear and have been clearly communicated to students and/or parents.	Assessment criteria & standards are clear & have been clearly communicated to students/parents. There is evidence that students/parents contributed to the development of the criteria and standards.
Use for Planning	The assessment results affect planning for these students only minimally.	Staff uses assessment results to plan for the individual students.	Staff uses assessment results to plan for individual student needs within the context of a group lesson.	Students and/or parents are aware of how they are meeting the established standards and participate in planning the next steps.

1d : Assessing Student Learning

	<i>U</i>	<i>S</i>	<i>P</i>	<i>D</i>	<i>N/O</i>
Congruence with Instructional Goals	<input type="checkbox"/>				
Criteria and Standards	<input type="checkbox"/>				
Use for Planning	<input type="checkbox"/>				

Artifacts

- IEP goals and objectives for three students- required**
- Documentation of progress toward IEP goals and objectives – required**
- Lesson plans – required**
- Samples of instructional assessments – required**
- Student Assessment Portfolio - Required**

DOMAIN 1: PLANNING AND PREPARATION
Component 1e: *Designing Coherent Learning*
Elements, Rubrics and Level of Performance

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

1e: Designing Coherent Instruction

	<i>U</i>	<i>S</i>	<i>P</i>	<i>D</i>	<i>N/O</i>
Learning Activities	<input type="checkbox"/>				
Instructional Materials and Resources	<input type="checkbox"/>				
Instructional Groups	<input type="checkbox"/>				
Lesson and Unit Structure	<input type="checkbox"/>				

Artifacts

Lesson Plans or Unit Plans

Instruction Plan for a Single Lesson-Required –Form A

DOMAIN 2: THE CLASSROOM ENVIRONMENT
Component 2a: Creating an Environment of Respect and Rapport
Elements, Rubrics and Level of Performance

Element	Unsatisfactory	Satisfactory	Proficient	Distinguished
Staff Interaction with Students	Staff interaction with at least some students is negative, demeaning, sarcastic, or inappropriate to the age or culture of the students. Students exhibit disrespect for the staff.	Staff-student interactions are generally appropriate but may reflect occasional inconsistencies. Students exhibit adequate respect for the staff.	Staff-student interactions are friendly and demonstrate general warmth, caring, and respect. Such interactions are appropriate to developmental and cultural norms. Students exhibit respect for the staff.	Staff demonstrates genuine caring and respect for individual students. Students exhibit respect for the staff as an individual, beyond that for the role.
Student Interaction	Student interactions are characterized by conflict, sarcasm, or put-downs.	Students demonstrate satisfactory behavior toward one another.	Student interactions are generally polite and respectful.	Students demonstrate genuine caring for one another as individuals and as students.

2a :Creating an Environment of Respect and Rapport

	<i>U</i>	<i>S</i>	<i>P</i>	<i>D</i>	<i>N/O</i>
Staff Interaction with Students	<input type="checkbox"/>				
Student Interactions	<input type="checkbox"/>				

Artifacts

- Parental Survey-Optional – Form C**
- Student Survey – Optional – Form B**
- Videotape of Class Activity or Lesson-Optional**
- Student Assessment Portfolio - Required**

DOMAIN 2: THE CLASSROOM ENVIRONMENT
Component 2b: *Establishing a Culture for Learning*
Elements, Rubrics and Level of Performance

Element	Unsatisfactory	Satisfactory	Proficient	Distinguished
Importance of the Content	Staff or students convey a negative attitude toward the content, suggesting that the content is not important or is mandated by others.	Staff communicates importance of the work and students demonstrate some commitment to its value.	Staff conveys genuine enthusiasm for the subject and students demonstrate consistent commitment to its value	Staff conveys genuine enthusiasm for subject and students. Students demonstrate through their active participation, curiosity, and attention to detail, that they value the importance of the content
Student Pride in Work	Students demonstrate little or no pride in their work. They seem to be motivated by the desire to complete a task rather than do high quality work.	Students accept some responsibility to “do good work” but invest little of their energy in the quality of the work.	Students accept Staff insistence on work of high quality and demonstrate pride in that work.	Students take obvious pride in their work and initiate improvements in it; for example, by revising drafts on their own initiative, helping peers, and ensuring that high quality work is displayed.
Expectations for Learning and Achievement	Instructional goals and activities, interactions, and the classroom environment convey only modest expectations for student achievement.	Instructional goals and activities, interactions, and the classroom environment convey adequate expectations for student achievement.	Instructional goals and activities, interactions, and the classroom environment convey high expectations for student achievement.	Both students and staff establish and maintain through planning of learning activities, interactions, and the class- room environment, high expectations for the learning of all students.
Student Achievement	Assessment data does not reflect student achievement.	Assessment data collected documents student achievement.	Assessment data documents student growth and is used to guide instruction.	In addition to collecting, analyzing and using data, seeks out current research in data collection and student achievement and shares with colleagues.

2b: Establishing a Culture for Learning

	<i>U</i>	<i>S</i>	<i>P</i>	<i>D</i>	<i>N/O</i>
Importance of the Content	<input type="checkbox"/>				
Student Pride in Work	<input type="checkbox"/>				
Expectations for Learning and Achievement	<input type="checkbox"/>				

Artifacts

- Parental Survey- optional – Form C
- Student Survey – optional – Form B
- Communication from parents, students, peers-optional
- Lesson plans – required
- Instruction Plan for a Single Lesson-Required – Form A
- Student Assessment Portfolio – Required

DOMAIN 2: THE CLASSROOM ENVIRONMENT

**Component 2c: Managing Classroom Procedures
Elements, Rubrics and Level of Performance**

Element	Unsatisfactory	Satisfactory	Proficient	Distinguished
Management of Instructional Groups	Students not working with the staff and are not productively engaged in learning.	Tasks for group work are partially organized, resulting in some off-task behavior when the staff is involved with one group.	Tasks for group work are organized and groups are managed so most students are engaged at all times.	Groups working independently and are productively engaged at all times, with students assuming responsibility for productivity.
Management of Transitions	Much time is lost during transitions.	Transitions are sporadically efficient, resulting in some loss of instructional time.	Transitions occur smoothly, with little loss of instructional time.	Transitions are seamless, with students assuming some responsibility for efficient operation.
Management of Materials and Supplies	Materials are handled inefficiently resulting in loss of instructional time.	Routines for handling materials and supplies function moderately well.	Routines for handling materials and supplies occur smoothly, with little loss of instructional time.	Routines for handling materials and supplies are seamless, with students assuming some responsibility for efficient operation.
Performance of Non-instructional Duties	Considerable instructional time is lost in performing non-instructional duties.	Systems for performing non-instructional duties are fairly efficient, resulting in little loss of instructional time.	Efficient systems for performing non-instructional duties are in place, resulting in minimal loss of instructional time.	Systems for performing non-instructional duties are well established, with students assuming considerable responsibility for efficient operation.
Supervision of Volunteers and Classroom Assistants	Volunteers and classroom assistants have no clearly defined duties or do nothing most of the time.	Volunteers and classroom assistants are productively engaged during portions of the class but require frequent supervision.	Volunteers and classroom assistants are productively and independently engaged during the entire class.	Volunteers and classroom assistants make a substantive contribution to the classroom environment.

2c: Managing Classroom Procedures

	<i>U</i>	<i>S</i>	<i>P</i>	<i>D</i>	<i>N/O</i>
Management of Instructional Groups	<input type="checkbox"/>				
Management of Transitions	<input type="checkbox"/>				
Management of Materials and Supplies	<input type="checkbox"/>				
Performance of Non-Instructional Duties	<input type="checkbox"/>				
Supervision of Classroom Assistants	<input type="checkbox"/>				

Artifacts

- Student/class schedules-required
- Staff assistant schedule - required
- Student job board -optional

DOMAIN 2: THE CLASSROOM ENVIRONMENT

**Component 2d: Managing Student Behavior
Elements, Rubrics and Level of Performance**

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

2d: Managing Student Behavior

	<i>U</i>	<i>S</i>	<i>P</i>	<i>D</i>	<i>N/O</i>
Staff Expectations for Student Behavior	<input type="checkbox"/>				
Monitoring of Student Behavior	<input type="checkbox"/>				
Response to Student Misbehavior	<input type="checkbox"/>				

Artifacts

FBA, BIP, required, if applicable

Classroom management system-required

Documentation of selected student behavior (e.g. parent contact, Staff/principal record,

Building discipline record, incident report-required, if applicable)

DOMAIN 2 :THE CLASSROOM ENVIRONMENT

**Component 2e : Managing Physical Space
Elements, Rubrics and Level of Performance**

Element	Unsatisfactory	Satisfactory	Proficient	Distinguished
Safety and Arrangement of Furniture	The classroom is unsafe, or the furniture arrangement is not suited to the lesson activities, or both.	The classroom is safe and classroom furniture is adjusted for a lesson, or if necessary, a lesson is adjusted to the furniture,.	The classroom is safe and the furniture arrangement is a resource for learning activities.	The classroom is safe and students adjust the furniture to advance their own purposes in learning.
Accessibility to Learning and Use of Physical Resources	Staff uses physical resources poorly, or learning is not accessible to some students.	Staff uses physical resources adequately and at least essential learning is accessible to all students.	Staff uses physical resources skillfully and all learning is equally accessible to all students	Both staff and students use physical resources optimally and students ensure that all learning is equally accessible to all students

2e: Organizing Physical Space

	<i>U</i>	<i>S</i>	<i>P</i>	<i>D</i>	<i>N/O</i>
Safety and Arrangement of Furniture	<input type="checkbox"/>				
Accessibility to Learning and use of Resources	<input type="checkbox"/>				

Artifacts

Seating chart- optional

Diagrams/photos of room- optional

DOMAIN 3: INSTRUCTION
Component 3a: Communicating Clearly and Accurately
Elements, Rubrics and Level of Performance

Element	Unsatisfactory	Satisfactory	Proficient	Distinguished
Directions and Procedures	Staff directions and procedures are confusing to students.	Staff directions and procedures are clarified after initial student confusion.	Staff directions and procedures are clear to students and contain an appropriate level of detail.	Staff directions and procedures are clear to students and Staff checks for understanding.
Oral and Written Language	Staff’s spoken language is inaudible and/or written language is illegible. Spoken or written language may contain many grammar and syntax errors. Vocabulary may be inappropriate, vague, or used incorrectly, leaving students confused.	Staff’s spoken language is audible and written language is legible. Both are used correctly. Vocabulary is correct.	Staff’s spoken and written language is clear and correct. Vocabulary is appropriate to students’ developmental age and interests.	Staff’s spoken and written language is correct and expressive, with well chosen vocabulary that enriches the lesson and is adapted to a variety of student needs.

3a: Communicating Clearly and Accurately

	<i>U</i>	<i>S</i>	<i>P</i>	<i>D</i>	<i>N/O</i>
Directions and Procedures	<input type="checkbox"/>				
Oral and Written Language	<input type="checkbox"/>				

Artifacts

Visual Schedule–optional (Boardmaker, written schedule, other)

DOMAIN 3: INSTRUCTION
Component 3b: Using Questioning and Discussion Techniques
Elements, Rubrics and Level of Performance

Element	Unsatisfactory	Satisfactory	Proficient	Distinguished
Quality Questions	Staff’s questions are virtually all of poor quality.	Staff’s questions are a combination of low and high quality. Some questions invite a response.	Most of Staff’s questions are of high quality. Adequate time is available for students to respond.	Staff’s questions are of uniformly high quality, with adequate time for students to respond. Staff makes appropriate use of students’ questions.
Student Participation	Only a few students participate in the discussion.	Staff attempts to engage all students in the discussion, but with only limited success.	Staff successfully engages all students in the discussion.	Students show evidence of understanding rules of group communication.

3b: Using Questioning and Discussion Techniques

	U	S	P	D	N/O
Quality of Questions	<input type="checkbox"/>				
Student Participation	<input type="checkbox"/>				

Artifacts

None required – staff option

DOMAIN 3: INSTRUCTION
Component 3c: *Engaging Students in Learning*
Elements, Rubrics and Level of Performance

Element	Unsatisfactory	Satisfactory	Proficient	Distinguished
Dissemination of Content	Dissemination of content is inappropriate and unclear or uses poor examples and analogies.	Dissemination of content is adequate in quality; Some is done skillfully with good examples; other portions are difficult to follow.	Dissemination of content is appropriate and links well with students’ knowledge and experience based on student assessment.	Dissemination of content is appropriate and links well with students’ knowledge and experience. Students contribute their own knowledge and experience related to content area.
Learning Activities	Learning activities are not suitable to students or instructional goals. They do not follow an organized progression and do not reflect recent professional research.	Some of the learning activities are suitable to students or instructional goals. Progression of activities in the unit is uneven and some activities reflect recent professional research.	Most of the learning activities are suitable to students and instructional goals. Progression of activities in the unit is fairly even and most activities reflect recent professional research.	Learning activities are highly relevant to students and instructional goals. They progress coherently producing a unified whole and reflecting recent professional research.
Instructional Groups	Instructional groups do not support the instructional goals and offer no variety.	Instructional groups are adequate in suitability to the instructional goals and offer some variety.	Instructional groups are varied as appropriate to the different instructional goals.	Instructional groups are varied as appropriate to the different instructional goals. There is evidence of student choice in selecting different types of instructional groups.
Instructional Materials and Resources	Materials and resources do not support the instructional goals or engage students in meaningful learning.	Some of the materials and resources support the instructional goals and some engage students in meaningful learning.	All materials and resources support the instructional goals and most engage students in meaningful learning.	All materials and resources support the instructional goals and most engage students in meaningful learning. There is evidence of student participation in selecting or adapting materials.
Lesson and Unit Structure	The lesson or unit has no clearly defined structure or the structure is chaotic. Time allocations are unrealistic.	The lesson / unit has a recognizable structure .	The lesson or unit has a clearly defined structure that activities are organized around. Time allocations are reasonable.	The lesson’s or unit’s structure is clear and allows for different approaches according to student needs.

DOMAIN 3: INSTRUCTION
Component 3c: *Engaging Students in Learning (cont'd.)*
Elements, Rubrics and Level of Performance

3c: Engaging Students in Learning

	<i>U</i>	<i>S</i>	<i>P</i>	<i>D</i>	<i>N/O</i>
Dissemination of Content	<input type="checkbox"/>				
Instructional Activities and Assignments	<input type="checkbox"/>				
Grouping of Students	<input type="checkbox"/>				

Artifacts

Lesson Plans-Required

Instructional Materials-Required

IEP goals and objections for select students-Required

Instructional Artifact Sheet-Optional – Form D

Student Assessment Portfolio – Required

DOMAIN 3: INSTRUCTION
Component 3d: *Providing Feedback to Students*
Elements, Rubrics and Level of Performance

Element	Unsatisfactory	Satisfactory	Proficient	Distinguished
Quality Accurate, Substantive, Constructive, and Specific	Feedback is either not provided or is of uniformly poor quality.	Feedback is adequate in quality.	Feedback is consistently high quality.	Feedback is consistently high quality. Provision is made for students to use feedback in their learning.
Timeliness	Feedback is not provided in a timely manner.	Timeliness of feedback is adequate.	Feedback is consistently provided in a timely manner.	Feedback is consistently provided in a timely manner. Students make prompt use of the feedback in their learning.

3d : Providing Feedback to Students

	<i>U</i>	<i>S</i>	<i>P</i>	<i>D</i>	<i>N/O</i>
Quality, Accurate, Substantive, Constructive, & Specific	<input type="checkbox"/>				
Timeliness	<input type="checkbox"/>				

Artifacts

- Instructional Artifact Sheet – optional – Form D**
- Samples of written feedback to students– optional**
- Samples of graded work - optional**

DOMAIN 3: INSTRUCTION
Component 3e: Demonstrating Flexibility and Responsiveness
Elements, Rubrics and Level of Performance

Element	Unsatisfactory	Satisfactory	Proficient	Distinguished
Lesson Adjustment	Staff adheres rigidly to an instructional plan, even when a change will clearly improve a lesson.	Staff attempts to adjust a lesson with uneven results.	Staff makes a minor adjustment to a lesson and the adjustment occurs smoothly.	Staff successfully makes adjustments throughout the lesson in response to student needs.
Response to Students	Staff ignores or brushes aside students’ questions or interests.	Staff attempts to accommodate students’ questions or interests. The effects on the coherence of a lesson are uneven.	Staff successfully accommodates students’ questions or interests.	Staff takes the opportunity to enhance learning by building on-students’ questions or interests.
Persistence	When a student has difficulty learning, the Staff either gives up or blames the student or the environment for the students’ lack of success.	Staff accepts responsibility for the success of all students but has a limited repertoire of instructional strategies to use.	Staff persists in seeking approaches for students who have difficulty learning, possessing a moderate repertoire of strategies.	Staff persists in seeking effective approaches for students who need help, using an extensive repertoire of strategies and soliciting additional resources.

3e: Demonstrating Flexibility and Responsiveness

	<i>U</i>	<i>S</i>	<i>P</i>	<i>D</i>	<i>N/O</i>
Lesson Adjustment	<input type="checkbox"/>				
Response to Students	<input type="checkbox"/>				
Persistence	<input type="checkbox"/>				

Artifacts
Reflection sheet – optional – Form E

DOMAIN 4: PROFESSIONAL RESPONSIBILITIES

**Component 4a: Reflecting on Teaching
Elements, Rubrics and Level of Performance**

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

4a: Reflecting on Teaching

	<i>U</i>	<i>S</i>	<i>P</i>	<i>D</i>	<i>N/O</i>
Accuracy	<input type="checkbox"/>				
Use in Future Teaching	<input type="checkbox"/>				

Artifacts
Reflection Sheet –Optional- Form E
Student Assessment Portfolio – Required

DOMAIN 4: PROFESSIONAL RESPONSIBILITIES
Component 4b: Maintaining Accurate Records and Non-Instructional Tasks
Elements, Rubrics and Level of Performance

Element	Unsatisfactory	Satisfactory	Proficient	Distinguished
Student Completion of Assignments	Staff’s system for maintaining information on student performance is in disarray.	Staff’s system for maintaining information on student performance is adequate.	Staff’s system for maintaining information on student performance is fully effective and related to student IEP goals and objectives.	Staff’s system for maintaining information on student completion of assignments is fully effective. Staff shows evidence of using data on student performance to develop instruction plans.
Student Progress in Learning	Staff has no system for maintaining information on student progress in learning, or the system is in disarray.	Staff’s system for maintaining information on student progress in learning is adequate.	Staff’s system for maintaining information on student progress in learning is accurate and timely.	Staff’s system for maintaining information on student progress in learning is effective.
Non-Instructional Tasks	Staff’s records for non-instructional tasks are in disarray, resulting in errors and confusion.	Staff’s records for non-instructional tasks are adequate, but they require frequent monitoring to avoid error.	Staff’s records for non-instructional tasks is accurate and timely.	Staff utilizes technology for completion of non-instructional tasks.
Quality of Special Education Paperwork	Paperwork does not meet compliance standards.	Paperwork consistently meets compliance standards.	Paperwork meets compliance standards using qualitative and quantitative data	Paperwork meets compliance standards using multiple pieces of qualitative and quantitative data

4b: Maintaining Accurate Records

	<i>U</i>	<i>S</i>	<i>P</i>	<i>D</i>	<i>N/O</i>
Student Completion of Assignments	<input type="checkbox"/>				
Student Progress in Learning	<input type="checkbox"/>				
Non-instructional Records	<input type="checkbox"/>				

Artifacts

- Student count worksheet – required**
- Medicaid documentation – required**
- RMS for selected students – required**
- Attendance book – required**
- Grading system – required**
- Report cards for selected students – required**
- System for documenting progress toward IEP goals and objectives – required**
- IEP related paperwork**
- Student Assessment Portfolio – Required**

DOMAIN 4: PROFESSIONAL RESPONSIBILITIES

Component 4c: *Communicating with Families*
Elements, Rubrics and Level of Performance

Element	Unsatisfactory	Satisfactory	Proficient	Distinguished
Information About the Instructional Program	Staff provides little information about the instructional program to families.	Staff participates in the school’s activities for parent communication as required.	Staff provides frequent information to parents, as appropriate, about the instructional program.	Staff provides frequent information to parents, as appropriate, about the instructional program. Students participate in preparing materials.
Information About Individual Students	Staff provides minimal information to parents and does not respond or responds insensitively to parent concerns about students.	Staff adheres to the school’s required procedures for communication to parents. Responses to parent concerns are adequate.	Staff communicates with parents about student’s progress on a regular basis and is available as needed to respond to parent concerns.	Staff provides information parents frequently on both positive and negative aspects of student progress. Response to parent concerns is handled with great sensitivity.
Engagement of Families in the Instructional Program	Staff makes no attempt to engage families in the instructional program, or such attempts are inappropriate.	Staff makes some attempts to engage families in the instructional program.	Staff’s efforts to engage families in the instructional program are frequent and successful.	Staff’s efforts to engage families in the instructional program are frequent and successful. Students are actively involved in encouraging family participation.

4c:Communicating with Families

	<i>U</i>	<i>S</i>	<i>P</i>	<i>D</i>	<i>N/O</i>
Information About the Instructional Program	<input type="checkbox"/>				
Information About Individual Students	<input type="checkbox"/>				
Engagement of Families in the Instructional Program	<input type="checkbox"/>				

Artifacts

- Family Contact Log - optional – Form F**
- Parental Survey – optional – Form C**
- Daily informative note – optional**
- Classroom Newsletter – optional**
- Sample of Welcome Back Letter - optional**

DOMAIN 4: PROFESSIONAL RESPONSIBILITIES
Component 4d: Contributing to the School and the District
Elements, Rubrics and Level of Performance

Element	Unsatisfactory	Satisfactory	Proficient	Distinguished
Relationships with Colleagues	Staff’s relationships with colleagues are negative or self-serving.	Staff maintains cordial relationships with colleagues to fulfill the duties that the school or district requires.	Support and cooperation characterize relationships with colleagues.	Support and cooperation characterize relationships with colleagues. Staff takes initiative in assuming leadership among the faculty.
Service to the School	Staff avoids becoming involved in school events.	Staff participates in school events required by contract or when specifically asked.	Staff volunteers to participate in school events, making a substantial contribution.	Staff volunteers to participate in school events, making a substantial contribution, and assumes a leadership role in at least some aspect of school life.
Participation in School and District Projects	Staff avoids becoming involved in school and district projects.	Staff participates in school and district projects required by contract or when specifically asked.	Staff volunteers to participate in school and district projects, making a substantial contribution.	Staff volunteers to participate in school and district projects, making a substantial contribution, and assumes a leadership role in a major school or district project.

4d: Contributing to the School and District

	<i>U</i>	<i>S</i>	<i>P</i>	<i>D</i>	<i>N/O</i>
Relationships with Colleagues	<input type="checkbox"/>				
Service to the School	<input type="checkbox"/>				
Participation in School and District Projects	<input type="checkbox"/>				

Artifacts

School / District/Professional Contribution Log – Required - Form G

DOMAIN 4: PROFESSIONAL RESPONSIBILITIES
Component 4e: Growing and Developing Professionally
Elements, Rubrics and Level of Performance

Element	Unsatisfactory	Satisfactory	Proficient	Distinguished
Enhancement of Content Knowledge and Pedagogical Skills	Staff engages in no professional development activities to enhance knowledge or skill.	Staff participates in professional activities as required.	Staff seeks out opportunities for professional development to enhance content knowledge and pedagogical skill.	Staff seeks out opportunities for professional development and makes a systematic attempt to implement new ideas in the classroom.
Service to the Profession	Staff makes no effort to share knowledge with others or to assume professional responsibilities.	Staff finds some ways to contribute to the profession.	Staff participates actively in assisting other educators.	Staff initiates important activities to contribute to the profession, such as mentoring new Staffs, writing articles for publication, and making presentations.

4e: Growing and Developing Professionally

	<i>U</i>	<i>S</i>	<i>P</i>	<i>D</i>	<i>N/O</i>
Enhancement of Content Knowledge and Pedagogical Skill	<input type="checkbox"/>				
Service to the Profession	<input type="checkbox"/>				

Artifacts

Professional Development documentation – required – Form H
 School/District/Professional contribution log – required – Form G

DOMAIN 4: PROFESSIONAL RESPONSIBILITIES

Component 4f: Showing Professionalism
Elements, Rubrics and Level of Performance

Element	Unsatisfactory	Satisfactory	Proficient	Distinguished
Resources for Teaching and Students	Staff is not alert to student’s needs. Staff is unaware of resources available through the school or district.	Staff’s attempts to serve students are adequate. Staff displays some awareness of resources available through the school or district.	Staff is active in serving students. Staff is fully aware of all resources available through the school or district.	Staff is highly proactive in serving students, seeking out resources when necessary. In addition to being aware of school or district resources, Staff actively seeks other materials to enhance instruction, for example, from professional organizations or through the community.
Resources for Students	Staff contributes to school practices that result in some students being poorly served by the school. Staff is unaware of resources available to assist students who need them.	Staff displays some awareness of resources available through the school or district.	Staff works within the context of a particular team or department to ensure that all students receive a fair opportunity to succeed. Staff is fully aware of all resources available through the school or district and knows how to gain access for students.	Staff makes a particular effort to challenge negative attitudes and helps ensure that all students, particularly those traditionally underserved, are honored in the school. In addition to being aware of school and district resources, Staff is aware of additional resources through the community.
Decision Making	Staff makes decisions based on self-serving interests.	Staff’s decisions are professionally driven.	Staff maintains an open mind and participates in team or departmental decision making	Staff takes a leadership role in team or departmental decision making and helps ensure that such decisions are based on the highest professional standards.

4f : Showing Professionalism

	<i>U</i>	<i>S</i>	<i>P</i>	<i>D</i>	<i>N/O</i>
Resources for Teaching and Students	<input type="checkbox"/>				
Resources for Students	<input type="checkbox"/>				
Decision Making	<input type="checkbox"/>				

Artifacts

School / District / Professional contribution Log –optional – Form G
Knowledge of Students and Resources Sheet – optional – Form I

SUPPORT STAFF EVALUATION FRAMEWORK
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Support Staff Evaluation Framework

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Domain 2: Collaboration and Consultation ----- 5-7
Domain 3: Methodology----- 8-12
Domain 4: Professional Responsibilities----- 13-15

Forms (available online at www.monroeisd.us)

Plan for a Single Session ----- Form A
Family Contact Log ----- Form F
School/District/Professional Contribution Log ----- Form G
Report of Professional Development Hours ----- Form H
Support Staff Evaluation Framework Plan----- Form L
Support Staff Evaluation Framework Final Summary ----- Form M
Support Staff Evaluation Framework Signature Page----- Form N
Support Evaluation Framework Survey ----- Form O
Self-Assessment Worksheet I----- Form P
Self-Assessment Worksheet II----- Form Q
Artifact Listing----- Form R
Individual Development Plan----- Form S
Opinionaire----- Form T

ALL FORMS FOR COMPLETING EVALUATION ARE ONLINE AT

www.monroeisd.us > Quick Links > Special Education Forms

SUGGESTED EVALUATION TIMELINES FOR SUPPORT STAFF EVALUATION

Month	Newly hired Support Staff	Probationary Staff <i>Years 2, 3, and 4</i>	Non-Probationary or Tenured Staff	Optional- volunteer
				Self-directed professional growth years <i>Years 5 and beyond during non-evaluation years)</i>
August	New Staff Inservice Presentation. <i>Evaluated on Domain 3 only</i>			
September		Inservice regarding instrument and process	Inservice regarding instrument and process	Complete self-directed professional growth plan (Form P/Q)
October	Meeting to review the components of Domain 3 and review artifacts.	Meeting to review domains; at least three components chosen within each domain with staff person choosing at least one. Review artifacts. (¹ By end of 4 th year, staff will have been evaluated on all components in all domains.)	Meeting to review domains; at least three components chosen within each domain with staff person choosing at least one. Review artifacts.	
November	Pre-observation conference and formal observation. Staff completes Plan for a Single Session (form A) and provides a copy to evaluator at the time of the observation. A meeting will be scheduled within 2 weeks and held within 4 weeks of the formal observation to provide written feedback.	Pre-observation conference and formal observation. Staff completes Plan for a Single Session (Form A) and provides a copy to evaluator at the time of the observation. A meeting will be scheduled within 2 weeks and held within 4 weeks of the formal observation to provide written		

¹ If adopted.

		feedback.		
December			Pre-observation conference and formal observation. .A meeting will be scheduled within 2 weeks and held within 4 weeks of the formal observation to provide written feedback.	
January				
February	Pre-observation conference and formal observation. A meeting will be scheduled within 2 weeks and held within 4 weeks of the formal observation to provide written feedback.	Pre-observation conference and formal observation . A meeting will be scheduled within 2 weeks and held within 4 weeks of the formal observation to provide written feedback.		
March			Pre-observation conference and formal observation. A meeting will be scheduled within 2 weeks and held within 4 weeks of the formal observation to provide written feedback.	
April	*Final evaluation complete by second Friday in April and delivered to HR department.	*Final evaluation complete by second Friday in April and delivered to HR department.		
May	*Final evaluation complete by May 7 and delivered to HR department.	*Final evaluation complete by May 7 and delivered to HR department.	Final evaluation complete by May 7 and delivered to HR department.	
June	By the end-of- year check out meeting, establish goals for following year . Staff member to turn in Annual Record of Professional Development (Form J)	By the end-of-year check out meeting, establish goals for following year .		Complete self-assessment worksheets I /II during years that are not formal evaluation years. (Form P/Q)

* **THE APRIL DUE DATE FOR EVALUATIONS ARE FOR PROBATIONARY TENURED STAFF.**

All other Non-Tenure Support Staff, probationary and non-probationary, evaluations are due in May.

SUPPORT STAFF EVALUATION FRAMEWORK

Physical Therapist – Support Staff Evaluation Framework

Occupational Therapist- Support Staff Evaluation Framework

*Curriculum Resource Consultant – Support Staff Evaluation Framework

Psychologist- Support Staff Evaluation Framework

Social Worker- Support Staff Evaluation Framework

Curriculum Program Consultant -Support Staff Evaluation Framework

Assistive Technology Consultant- Support Staff Evaluation Framework

School Nurse- Support Staff Evaluation Framework

Student Assistance Program Facilitator- Support Staff Evaluation Framework

Behavior Consultant – Support Staff Evaluation Framework

*Teacher Consultants/LRE Facilitators – Support Staff Evaluation Framework

*Transition Facilitators – Support Staff Evaluation Framework

Music Therapist – Support Staff Evaluation Framework

Orientation and Mobility Specialist – Support Staff Evaluation Framework

*Early Childhood Education Consultant – Support Staff Evaluation Framework

- PLEASE NOTE – THE STAFF MEMBERS WITH AN ASTERIK ARE PROBATIONARY TENURE AND/OR TENURED AND ARE TO BE EVALUATED UNDER THE TEACHER TENURE ACT. THAT MEANS TWO OBSERVATIONS CONDUCTED NO LESS THAN 60 DAYS APART
- Non- tenured staff (probationary or non-probationary) do not fall under the Tenure Act and are not required to have to observations no less than 60 days apart; however, the Pilot Program suggests, as a best practice, such a time line which includes two observations.

DOMAIN 1: PLANNING AND PREPARATION

**Component 1a: Demonstrating Knowledge of Core Concepts and Professional Foundations
*Elements, Rubrics and Level of Performance***

Element	Unsatisfactory	Satisfactory	Proficient	Distinguished
Knowledge of Core Concepts	Staff member lacks basic foundational concepts.	Staff member displays satisfactory core concept knowledge.	Staff member displays solid knowledge and makes connections between core concepts and other parts of the discipline.	Staff member displays extensive core concept knowledge, with evidence of continuing pursuit of such knowledge.
Relating Core Concepts to Methodology	Staff member does not relate core concepts to methodology.	Staff member displays satisfactory concept knowledge and considers multiple strategies.	Staff member practices reflect current research on best practice within the discipline.	Staff member displays continuing search for best practice and provides/employs multiple strategies.

1a: Demonstrating Knowledge of Core Concepts and Professional Foundations

	<i>U</i>	<i>S</i>	<i>P</i>	<i>D</i>	<i>N/O</i>
Knowledge of Content	<input type="checkbox"/>				
Relating Core Concepts to Methodology	<input type="checkbox"/>				

Artifacts

PD Activities/Courses- required (Form H or documentation of completion)

Membership in professional organizations-optional

Presentations at local, state, or national level- optional

DOMAIN 1: PLANNING AND PREPARATION
Component 1b: Demonstrating Knowledge of Target Groups
Elements, Rubrics and Level of Performance

Element	Unsatisfactory	Satisfactory	Proficient	Distinguished
Knowledge of Characteristics of Target Group	Staff member displays minimal knowledge of developmental characteristics of target group.	Staff member displays generally accurate knowledge of developmental characteristics of target group.	Staff member displays thorough understanding of developmental characteristics of target group.	Staff member displays knowledge of developmental characteristics of target group and exceptions to the norm.
Knowledge of Diversity	Staff member displays little knowledge of target group interests and/or values and does not indicate that such knowledge is important.	Staff member recognizes the importance of understanding target group interests and/or values.	Staff member considers knowledge of the target groups’ interests and/or values in planning service delivery.	Staff member displays and seeks to expand knowledge of the interests and/or values of target group in planning service delivery.

1b: Demonstrating Knowledge of Target Groups

	<i>U</i>	<i>S</i>	<i>P</i>	<i>D</i>	<i>N/O</i>
Knowledge of Characteristics of Target Group	<input type="checkbox"/>				
Knowledge of Diversity	<input type="checkbox"/>				

Artifacts

PD activities/courses – required (Form H or documentation of completion)

Membership in organizations – optional

DOMAIN 1: PLANNING AND PREPARATION
Component 1c: Selecting Instructional or Program Goals
Elements, Rubrics and Level of Performance

Element	Unsatisfactory	Satisfactory	Proficient	Distinguished
Value	Goals are not valuable and represent low expectations or no conceptual understanding of target population.	Goals are adequate in either their expectations or conceptual understanding of target population.	Goals are valuable in their level of expectations and conceptual understanding	Not only are the goals valuable, but staff member can also clearly articulate how goals relate to best practice for service delivery.
Clarity	Goals are not clear and do not permit viable methods of assessment.	Goals are moderately clear. Some goals do not permit viable methods of assessment.	Most of the goals are clear and permit viable methods of assessment.	All the goals are clear and permit viable methods of assessment.
Balance	Goals reflect only one approach to service delivery.	Goals reflect several types of service delivery.	Goals reflect several different approaches to service delivery that are coordinated and integrated.	Goals reflect several different approaches to service delivery that are coordinated, integrated and reflect a collaborative approach to planning.

1c: Selecting Instructional or Program Goals

	<i>U</i>	<i>S</i>	<i>P</i>	<i>D</i>	<i>N/O</i>
Value	<input type="checkbox"/>				
Clarity	<input type="checkbox"/>				
Balance	<input type="checkbox"/>				

Artifacts

- IEP Goals as appropriate for position for a minimum of 3 students - required**
- Program goals as appropriate for position - required**
- Plan for Single Session – required, as appropriate for staff member position (Form A)**
- Documentation of progress toward IEP goals and objectives or program goals– required**

DOMAIN 1: PLANNING AND PREPARATION
Component 1d: Assessing Service Delivery Plans or Program Effectiveness
Elements, Rubrics and Level of Performance

Element	Unsatisfactory	Satisfactory	Proficient	Distinguished
Congruence between Assessment Goals	Methods of assessment lack congruence with goals.	Some methods of assessment are congruent with goals.	Most methods of assessment are congruent with goals.	All methods of assessment are congruent with goals.
Criteria and Standards	The proposed approach contains no clear criteria or standards.	Assessment criteria and standards have been developed.	Assessment criteria and standards are clear and have been clearly communicated to target groups.	Assessment criteria & standards are clear & have been clearly communicated to target group. There is evidence of collaboration in the development of the criteria and standards.
Use for Planning	Assessment minimally affects service, delivery or program planning.	Staff member uses assessment to establish appropriate service delivery or programs.	Staff member uses assessment to establish service delivery or programs which reflect individualized needs of target group.	In addition, staff member collaborates in establishing service delivery or programs.

1d : Assessing Service Delivery Plans or Program Effectiveness

	<i>U</i>	<i>S</i>	<i>P</i>	<i>D</i>	<i>N/O</i>
Congruence between assessment and Goals	<input type="checkbox"/>				
Criteria and Standards	<input type="checkbox"/>				
Use for Planning	<input type="checkbox"/>				

Artifacts

- IEP goals and objectives (for a minimum of three students) or program goals- required**
- Documentation of progress toward IEP goals and objectives or program goals– required**
- Sample of assessments used to document progress toward IEP or program goals- required**
- Plan for a Single Session – required, as appropriate for staff member position (Form A)**

DOMAIN 2: Collaboration and Consultation
Component 2a: Consulting and Collaborating with School Personnel
Elements, Rubrics and Level of Performance

Element	Unsatisfactory	Satisfactory	Proficient	Distinguished
Pre-referral/Pre-planning Activities	Staff member is not actively involved in pre-referral/pre-planning activities.	Staff member participates in pre-referral/pre-planning activities and makes some suggestions.	Staff member is actively involved in pre-referral/pre-planning process and makes numerous suggestions.	Staff member is a leader in the pre-referral/pre-planning process frequently chairing meetings, providing numerous suggestions, and planning for follow up.
Consultation regarding classroom, building, district issues	Staff member provides minimal consultation regarding classroom, building, and district issues.	Staff member provides consultation as requested regarding classroom, building, and district issues.	Staff member provides consultation on an on-going basis regarding classroom, building and district issues.	Staff member initiates and provides on-going consultation which is collaborative and reflects best practice, including follow-up.

2a :Consulting and Collaborating with School Personnel

	<i>U</i>	<i>S</i>	<i>P</i>	<i>D</i>	<i>N/O</i>
Pre-referral/Pre-planning activities	<input type="checkbox"/>				
Consultation regarding classroom, building, district issues	<input type="checkbox"/>				

Artifacts

Opinionnaires- required for SW and Psych

Documentation of presentations at building level - optional

PD activities/courses – required (Form H or documentation of completion)

DOMAIN 2: Collaboration and Consultation

**Component 2b: Facilitating Communication Between Families, School Personnel and Community Agencies
*Elements, Rubrics and Level of Performance***

Element	Unsatisfactory	Satisfactory	Proficient	Distinguished
Responsiveness	Staff member does not respond to requests from families, school personnel, and/or community agencies on a consistent basis.	Staff member responds to requests from families, school, and/or community agencies.	Staff member responds to requests from families, school, and/or community agencies in a timely fashion.	Staff member responds to requests from families, school, and/or community agencies in a timely fashion with follow-up to determine if information provided was adequate.
Accessing community resources	Staff member is unaware of or does not access community resources to benefit target population.	Staff member is aware of and accesses some community resources.	Staff member is knowledgeable about multiple community resources and accesses them frequently to benefit target population.	Staff member is knowledgeable about multiple community resources, accesses them frequently, and actively seeks out new sources of support.
Parent/Family Intervention Strategies	Staff member does not provide information to parents/families regarding intervention strategies.	Staff member provides information to parents/families when requested.	Staff member provides extensive information to parents/families providing assistance without a direct request.	Staff member provides extensive information to parents/families, follows up to determine effectiveness, and seeks new ideas to offer.
Team Coordination	Staff member does not coordinate or chair team meetings or staffings	Staff member coordinates or chairs team meetings or staffings, as requested.	Staff member takes an active role in coordinating or chairing team meetings or staffings.	Staff member takes a leadership role in coordinating or chairing team meetings or staffings and provides follow-up information to participants.

2b: Facilitating Communication Between Families, School Personnel and Community Agencies

	<i>U</i>	<i>S</i>	<i>P</i>	<i>D</i>	<i>N/O</i>
Responsiveness	<input type="checkbox"/>				
Accessing community resources	<input type="checkbox"/>				
Parent/Family Intervention Strategies	<input type="checkbox"/>				
Team Coordination	<input type="checkbox"/>				

Artifacts

System for documenting contacts with parents/ community agencies - required
Communication from parents, students, peers, school personnel – optional

DOMAIN 2: Collaboration and Consultation
Component 2c: Providing Information to the School Community
Elements, Rubrics and Level of Performance

Element	Unsatisfactory	Satisfactory	Proficient	Distinguished
Training and development	Staff member does not assist with training and development activities.	Staff member assists with training and development activities as requested.	Staff member takes an active role in training/development activities.	Staff member initiates and plans training and development activities.
Policies and procedures	Staff member is not aware of or does not communicate State and district policies and procedures in a knowledgeable and accurate manner.	Staff member is aware of and communicates State and district policies and procedures when asked; seeks clarification when not sure.	Staff member has a good understanding of State and district policies and procedures and communicates information in an accurate manner.	Staff member seeks out opportunities to clarify understanding of others of State and district policies and procedures.
Direction of interns, aides, assistants, volunteers	Staff member does not provide ongoing direction to interns, aides, assistants, volunteers.	Staff member provides some direction and some feedback on performance.	Staff member provides consistent direction providing feedback on performance and suggestions for improvement.	Staff member actively provides on-going training and support of interns, aides, assistants, and volunteers.

2c: Providing information to the school community

	<i>U</i>	<i>S</i>	<i>P</i>	<i>D</i>	<i>N/O</i>
Training and development	<input type="checkbox"/>				
Policies and procedures	<input type="checkbox"/>				
Direction of interns, aides, assistants, volunteers	<input type="checkbox"/>				

Artifacts

Documentation of supervisory tasks/ contacts related to interns, aides, assistants, volunteers – optional

Presentations at local, state or national level - optional

DOMAIN 3: METHODOLOGY
Component 3a: Communicating Clearly and Accurately
Elements, Rubrics and Level of Performance

Element	Unsatisfactory	Satisfactory	Proficient	Distinguished
Directions and Procedures	Staff member’s directions and procedures are confusing to target groups.	Staff member’s directions and procedures are clarified after initial target group confusion.	Staff member’s directions and procedures are clear to target groups and contain an appropriate level of detail.	Staff member’s directions and procedures are clear to target group and staff member checks for understanding.
Oral Expression	Staff member’s spoken language is inaudible. Spoken language contains many grammatical and syntactical errors. Vocabulary may be inappropriate, vague or used incorrectly, leaving target group confused.	Staff member’s spoken language is audible. Vocabulary is correct.	Staff member’s spoken language is clear and correct. Vocabulary is appropriate to target group.	Staff member’s spoken language is correct and expressive with well-chosen vocabulary that enriches the information and is adapted to a variety of target groups’ needs.
Written Expression	Staff member’s written language is illegible. Written language may contain grammatical and syntactical errors. Vocabulary may be inappropriate, vague or used incorrectly, leaving target group confused	Staff member’s written language is legible. Vocabulary and content is correct .	Staff member’s written language is clear and correct. Vocabulary and content provides meaningful information	Staff member’s written language is correct and expressive with well-chosen vocabulary that enriches the written document

3a: Communicating Clearly and Accurately

	<i>U</i>	<i>S</i>	<i>P</i>	<i>D</i>	<i>N/O</i>
Directions and Procedures	<input type="checkbox"/>				
Oral Expression	<input type="checkbox"/>				
Written Expression	<input type="checkbox"/>				

Artifacts

3 samples of written evaluation reports, as appropriate for staff member’s position – required

DOMAIN 3: METHODOLOGY

Component 3b: Designing and Implementing Effective Service Delivery Plans or Programs *Elements, Rubrics and Level of Performance*

Element	Unsatisfactory	Satisfactory	Proficient	Distinguished
Service Delivery or Program Design	Activities are not suitable to target group or goals. They do not follow an organized progression and do not reflect recent professional research.	Some of the activities are suitable to target group and goals and generally follow an organized progression.	Most of the activities are suitable to target group and goals, consistently follow an organized progression and reflect recent professional research.	Activities are highly relevant to target group and goals. They progress coherently to a unified whole and reflect recent professional research.
Materials and Resource	Materials and resources do not support the goals or engage target groups in meaningful activities.	Some of the materials and resources support the goals and some engage target groups in meaningful activities.	Most materials and resources support the goals and engage target groups in meaningful activities.	All materials and resources support the goals and engage target group in meaningful activities. There is evidence of target population participation in selecting or adapting materials.
Service Delivery or Program Goals	Service delivery/program plans do not support the goals and offer no variety.	Service delivery/program plans are generally suitable to the goals and offer some variety.	Service delivery/program plans are varied as appropriate to the different goals.	Service delivery/program plans are varied as appropriate to the different goals. There is evidence of target group participation.
Response to Target Group	Staff ignores or brushes aside target group questions or interests.	Staff attempts to accommodate target group questions or interests.	Staff successfully accommodates target group questions or interests.	Staff takes the opportunity to enhance learning by building on target group questions or interests.

3b: Designing and Implementing Effective Service Delivery Plans or Programs

	<i>U</i>	<i>S</i>	<i>P</i>	<i>D</i>	<i>N/O</i>
Service Delivery or Program Design	<input type="checkbox"/>				
Materials and Resources	<input type="checkbox"/>				
Service Delivery or Program Goals	<input type="checkbox"/>				
Response to Target Group	<input type="checkbox"/>				

Artifacts

- Documentation of service delivery or program plans – required**
- Plan for Single Session – required, as appropriate for staff member position (Form A)**
- Correspondence from parents, students, peers and school personnel – optional**
- Program evaluations (CRC’s) - required**

DOMAIN 3: METHODOLOGY
Component 3c: Conducting and Interpreting Educational Evaluations
Elements, Rubrics and Level of Performance

Element	Unsatisfactory	Satisfactory	Proficient	Distinguished
Knowledge and selection of assessments	Evaluation tools used are inappropriate for purpose	Evaluation tools used are appropriate.	Evaluation tools are appropriate and varied; Information provided is usable and would adequately guide goal development.	Uses a variety of assessment techniques and evaluation tools. Thoroughly gathers information from a variety of sources.
Adherence to professional standards	Fails to maintain confidentiality. Does not meet timelines for completion of evaluations; lack of understanding of learner behaviors/characteristics	Maintains confidentiality. Timelines usually are met. Exhibits adequate understanding of learner behaviors/characteristics.	Maintains confidentiality. Timelines are met in all cases. Exhibits advanced understanding of learner behaviors/characteristics.	Maintains high standards of professional conduct Assists team members with meeting timelines; assists team members with understanding of learner behaviors/characteristics.
Quality of Written Reports	Interpretation of written evaluation results is not done in a meaningful way and information provided is sketchy at best.	Interpretation of written evaluation results provides adequate information needed to plan for educational programs.	Written content is clear and understandable. Report shows good understanding of the student which includes a comprehensive record review/case history; necessary information is provided to plan for educational programs.	Written reports are comprehensive, researched, well written and easy to interpret; team can use information to develop effective educational programs.
Quality of Oral Reports	Oral interpretation of evaluation is not done in a meaningful way. Questions are not answered adequately.	Oral interpretation of evaluation provides adequate information. Questions are answered adequately.	Oral interpretation of evaluation provides clear and concise information. Questions are answered with detail.	Oral interpretation of evaluation provides clear & concise information which assists the team with development of educational programs. Questions are answered and the evaluator checks for team understanding of responses.

3c: Conducting and Interpreting Educational Evaluations

	<i>U</i>	<i>S</i>	<i>P</i>	<i>D</i>	<i>N/O</i>
Knowledge and Selection of Assessments	<input type="checkbox"/>				
Adherence to Professional Standards	<input type="checkbox"/>				
Quality of Written Reports	<input type="checkbox"/>				
Quality of Oral Reports	<input type="checkbox"/>				

Artifacts

PD Activities/Courses-Required (Form H or evidence of completion)

3 samples of written evaluation reports, as appropriate to staff member position - required

DOMAIN 4: PROFESSIONAL RESPONSIBILITIES
Component 4a: Maintaining Accurate Records and Non-Instructional Tasks
Elements, Rubrics and Level of Performance

Element	Unsatisfactory	Satisfactory	Proficient	Distinguished
Documentation of Target Group Performance	System for maintaining information on target group performance and progress is in disarray.	System for maintaining information on target group performance and progress is adequate.	System for maintaining information on target group performance and progress is fully effective and related to learner goals and objectives.	System for maintaining information on target group performance is fully effective and related to learner goals and objectives. Progress shows evidence of using data to develop instructional plans.
Non-Instructional Tasks	Records for non-instructional tasks are in disarray, resulting in errors and confusion.	Records for non-instructional tasks are adequate,.	Records for non-instructional tasks are accurate and timely.	Records for non-instructional tasks are accurate and timely. Staff member utilizes technology for completion of non-instructional tasks.

4a: Maintaining Accurate Records and Non-Instructional Tasks

	<i>U</i>	<i>S</i>	<i>P</i>	<i>D</i>	<i>N/O</i>
Documentation of Learner Performance	<input type="checkbox"/>				
Non-Instructional Tasks	<input type="checkbox"/>				

Artifacts

- PD Activities/Courses-required (Form H) or evidence of completion of PD/courses**
- Plan for Single Session – required, as appropriate for staff member position (Form A)**
- Documentation of progress toward IEP goals and objectives or program goals – required**
- Monthly reports for psychologist/social workers - required**

DOMAIN 4: PROFESSIONAL RESPONSIBILITIES
Component 4b: Contributing to the School and Districts
Elements, Rubrics and Level of Performance

Element	Unsatisfactory	Satisfactory	Proficient	Distinguished
Relationships with Colleagues	Relationships with colleagues are negative or self-serving	Maintains cordial relationships with colleagues to fulfill the duties that the school or district requires.	Support and cooperation characterize relationships with colleagues	Support and cooperation characterize relationships with colleagues. Staff member person takes initiative in assuming leadership.
Service to School and District Projects	Staff member avoids becoming involved in school events and district projects.	Staff member participates in school events and district projects required by contract or when specifically asked.	Staff member volunteers to participate in school events and district projects, making a substantial contribution	Staff member volunteers to participate in school events and district projects, making a substantial contribution and assumes a leadership role in a major school or district project.

4b: Contributing to the School and District

	<i>U</i>	<i>S</i>	<i>P</i>	<i>D</i>	<i>N/O</i>
Relationships with Colleagues	<input type="checkbox"/>				
Service to School and District Projects	<input type="checkbox"/>				

Artifacts

PD Activities/Courses-Required (Form H or evidence of PD/courses completed)

School/District/Professional Contribution Log (Form G) – required

DOMAIN 4: PROFESSIONAL RESPONSIBILITIES
Component 4c: Growing and Developing Professionally
Elements, Rubrics and Level of Performance

Element	Unsatisfactory	Satisfactory	Proficient	Distinguished
Enhancement of Core Knowledge and Professional Skills	Does not attend required professional development activities.	Attends required professional development activities.	Seeks out opportunities for professional development to enhance core knowledge and professional skill.	Seeks out opportunities for professional development and makes a systematic attempt to implement new ideas.
Service to Profession	Makes no effort to share knowledge with others or to assume professional responsibilities.	Finds some ways to contribute to the profession.	Participates actively in assisting other professionals.	Initiates meaningful activities to contribute to the profession, such as mentoring new staff, writing articles for publication and/or making presentations.

4c: Growing and Developing Professionally

	<i>U</i>	<i>S</i>	<i>P</i>	<i>D</i>	<i>N/O</i>
Enhancement of Core Knowledge and Professionals Skills	<input type="checkbox"/>				
Service to Profession	<input type="checkbox"/>				

Artifacts

PD Activities/Courses-Required (Form H or evidence of PD/courses completed)

Presentation at local, state or national level – optional

School/District/Professional Contribution Log – required (Form G)

MONROE COUNTY INTERMEDIATE SCHOOL DISTRICT
INDIVIDUALIZED DEVELOPMENT PLAN FOR TEACHER EVALUATION

Individual Development Plan for: _____

School Year _____ Probation Year: 1st: _____ 2nd: _____ 3rd: _____ 4th: _____

Evaluator _____ Date: _____

Assessment of teacher meeting IDP goals will be reviewed in the year-end evaluation.

DATE OF CONTACT

COMMENTS

All newly hired teachers will focus on Domain 2 only in their initial year of teaching. Probationary staff in their second, third and fourth year of teaching will focus on all of the domains .The elements identified under the four Domains are intended to assist in improvement of teacher performance. The purpose of this Individualized Development Plan is for the administrator in consultation with the teacher to select one or more teacher objectives from the appropriate areas listed below.

The teacher evaluation process is an essential tool to be used by teachers and administrators to impact student achievement and accomplish the mission of the school district.

The Individualized Development Plan is provided as a framework for development of essential teacher competence and student success. The intended format of this plan is one of collaboration and communication on a regular basis throughout the school year.

The Domains to be covered by the Individualized Development Plan are:

- Domain 1: Planning and Preparation
- Domain 2: The Classroom Environment
- Domain 3: Instruction
- Domain 4: Professional Responsibilities

Specific components selected in each area should be circled on the form. Individual activities will be developed collaboratively to support attainment of the component areas.

DOMAIN 1: PLANNING AND PREPARATION

Overview: This domain focuses on the teacher’s knowledge of content, his or her student’s varied approaches to learning, his or her skill in selecting instructional goals, assessment and learning activities.

COMPONENTS: The teacher will:

- 1a. Demonstrate knowledge of content and pedagogy which reflects
 - knowledge of content
 - knowledge of prerequisite relationships
 - knowledge of content related pedagogy
- 1b. Demonstrate knowledge of students which reflects
 - knowledge of characteristics of age group
 - knowledge of students’ varied approaches to learning
 - knowledge of students’ skills and knowledge
 - knowledge of students’ interested and cultural heritage
- 1c. Select instructional goals which reflect
 - value
 - clarity
 - suitability for diverse learners
 - balance
- 1d. Assess student learning by taking into account
 - congruence with instructional goal
 - criteria and standards
 - use for planning
- 1e. Design coherent learning which takes into account
 - learning activities
 - instructional materials and resources
 - instructional groups
 - lesson and unit structure

ACTIVITIES: _____

DOMAIN 2: THE CLASSROOM ENVIRONMENT

Overview: This Domain looks at classroom organization and non-instructional interactions that occur in the classroom. A positive classroom environment has a positive impact on effective teaching and student learning.

COMPONENTS: The teacher will:

- 2a. Create an environment of respect and rapport through
 - staff interaction with students
 - student interaction
- 2b. Establish a culture for learning which stresses
 - importance of the content
 - student pride in work
 - expectations for learning and achievement
- 2c. Manage classroom procedures through
 - management of instructional groups
 - management of transitions
 - management of materials
 - performance of non-instructional duties
 - supervision of volunteers and classroom assistants
- 2d. Manage student behavior through his/her
 - expectations
 - monitoring of student behavior
 - response to student behavior
- 2e. Manage physical space through
 - safety and arrangement of furniture
 - accessibility to learning and use of physical resources

ACTIVITIES: _____

DOMAIN 3: INSTRUCTION

Overview: This domain emphasizes engaging students in meaningful work and the student’s role in the community of learners in the classroom.

COMPONENTS: The teacher will:

- 3a. Communicate clearly and accurately with his/her
 - directions and procedures
 - oral and written language
- 3b. Use questioning and discussion techniques to encourage
 - quality questions
 - student participation
- 3c. Engage students in learning through
 - dissemination of content
 - learning activities
 - instructional groups
 - instructional materials and resources
 - lesson and unit structure
- 3d. Provide feedback to students which is
 - Accurate, substantive, constructive and specific
 - timely
- 3e. Demonstrate flexibility and responsiveness through
 - lesson adjustment
 - response to students
 - persistence

ACTIVITIES: _____

DOMAIN 4: PROFESSIONAL RESPONSIBILITIES

Overview: This domain recognizes the importance of the teacher as a professional educator. Effective teachers engage in a wide variety of professional activities and responsibilities that allow for self-reflection and that enhance the school community.

COMPONENTS: The teacher will:

- 4a. Reflect on teaching for
 - accuracy
 - use in future teaching
- 4b. Maintain accurate records and non-instructional tasks which demonstrate
 - student completion of assignments
 - student progress in learning
 - non-instructional tasks
- 4c. Communicate with families by providing
 - information about the instructional program
 - information about individual students
 - engagement of families in the instructional program
- 4d. Contribute to the school and District through
 - relationships with colleagues
 - services to the school
 - participation in school and district projects
- 4e. Grow and develop professionally through
 - enhancement of content knowledge and pedagogical skills
 - services to the profession
- 4f. Show professionalism with his/her
 - resources for teaching and students
 - resources for students
 - decision making

ACTIVITIES: _____

S/ _____
Evaluator Date

This plan was developed with my cooperation and input. I have read and participated in the development of the above plan and I am in agreement with the stated objectives.

S/ _____
Teacher Date

MONROE COUNTY INTERMEDIATE SCHOOL DISTRICT
INDIVIDUALIZED DEVELOPMENT PLAN FOR SUPPORT STAFF

Individual Development Plan for: _____

Supervisor: _____ **Date:** _____

DOMAIN 1: PLANNING AND PREPARATION

Overview: This domain focuses on the support staff’s knowledge of core concepts and professional foundations for his/her discipline.

COMPONENTS: The Support Staff will:

- 1a: Demonstrate knowledge of core concepts and professional foundations which reflect:
 - Knowledge of foundational concepts
 - Knowledge of core concepts
 - Ability to relate core concepts to methodology
- 1b: Demonstrate knowledge of target groups which reflects:
 - Knowledge of developmental characteristics of target group
 - Knowledge of the target groups interests and/or values
- 1c: Select instructional or program goals which reflect
 - Adequacy
 - Clarity
 - Diversity
 - Value
- 1d: Assess service delivery plans or program effectiveness by taking into account:
 - Congruence between assessment goals
 - Criteria and standards
 - Uses assessment for planning

ACTIVITIES: _____

DOMAIN 2: COLLABORATION AND CONSULTATION WITH SCHOOL PERSONNEL

This domain looks at the staff members' consultation and collaborative skills in both the pre-referral stage and in classroom and district issues.

COMPONENTS: The Support Staff will:

- 2a: Consult and collaborate with school personnel by
 - Participating in the pre-referral process
 - Provide consultation as requested
- 2b: Facilitate communication between families, school personnel and community agencies by:
 - Responding to requests from families, school and/or community
 - Being aware of and accesses community resources
 - Coordinating or chairing team meetings and staffings
- 2c: Provide information to the school community by:
 - Assisting with training and development activities
 - Being aware of policies and procedures
 - Providing direction to interns and assistants

ACTIVITIES: _____

DOMAIN 3: METHODOLOGY

This domain emphasizes the importance of clear communication, effective service delivery and conducting evaluation assessments.

COMPONENTS: The Support Staff will:

- 3a: Provide direction and procedures that
 - Contain appropriate level of detail and are clearly conveyed
 - Contain correct vocabulary
 - If written, are legible and meaningful

- 3b: Design and implement effective service delivery plans or programs that:
 - Contain suitable goals for the target group
 - Contain meaningful activities for the target group
 - Require the staff member to accommodate target group questions or interests

- 3c: Conduct and Interpret Educational Evaluations by displaying:
 - Knowledge of appropriate evaluation tools
 - Knowledge of the need for confidentiality
 - Clear and understandable written and/or oral reports

ACTIVITIES: _____

DOMAIN 4: PROFESSIONAL RESPONSIBILITIES

This domain focuses on the maintenance of accurate records, contributions to the school districts and professional growth.

COMPONENTS: The Support Staff will:

- 4a: Document target group performance by:
 - Developing a system for maintaining information on target group
 - Maintaining adequate records for non-instructional tasks
- 4b: Contribute to the school and to the districts by:
 - Maintaining cordial relationships with colleagues
 - Participating in school events
- 4c: Grow and develop professionally by:
 - Enhancing core knowledge and professional skills
 - Providing service to the profession

ACTIVITIES: _____

S/ _____
Evaluator Date

This plan was developed with my cooperation and input. I have read and participated in the development of the above plan and I am in agreement with the stated objectives.

S/ _____
Teacher Date



ANNUAL INTERIM TEACHER EVALUATION FORM for Tenured Teaching Staff

Teacher Name: _____

Date: _____

Evaluator: _____

DOMAIN 1: Technology		<i>Satisfactory</i>	<i>Unsatisfactory</i>
Component 1a	• Uses technology to complete non-instructional tasks such as IEP documents, attendance, goals, etc.	<input type="checkbox"/>	<input type="checkbox"/>
Component 1b	• Uses technology to enhance student learning.	<input type="checkbox"/>	<input type="checkbox"/>
DOMAIN 2: Student Growth & Progress		<i>Satisfactory</i>	<i>Unsatisfactory</i>
Component 2a	• Maintains an organized assessment binder or other approved assessment system for each student.	<input type="checkbox"/>	<input type="checkbox"/>
Component 2b	• Collects assessment data a minimum of three times per year as outlined in the assessment binder or other approved assessment system.	<input type="checkbox"/>	<input type="checkbox"/>
Component 2c	• Uses binder assessments and rubrics or other approved assessment system to accurately determine student performance.	<input type="checkbox"/>	<input type="checkbox"/>
Component 2d	• Uses assessment results to develop and plan appropriate instruction.	<input type="checkbox"/>	<input type="checkbox"/>
Component 2e	• Uses assessment results to develop appropriate individual student goals/objectives.	<input type="checkbox"/>	<input type="checkbox"/>
Component 2f	• Students demonstrate progress toward achievement.	<input type="checkbox"/>	<input type="checkbox"/>
DOMAIN 3: Professional Development		<i>Satisfactory</i>	<i>Unsatisfactory</i>
Component 3a	• Attends required professional development.	<input type="checkbox"/>	<input type="checkbox"/>
Component 3b	• Generalizes skills gained through professional development.	<input type="checkbox"/>	<input type="checkbox"/>
DOMAIN 4: Professional Responsibilities		<i>Satisfactory</i>	<i>Unsatisfactory</i>
Component 4a	• Completes and submits required documents accurately and on time.	<input type="checkbox"/>	<input type="checkbox"/>
Component 4b	• Communicates clearly and accurately.	<input type="checkbox"/>	<input type="checkbox"/>

I, the undersigned, have received and read a copy of my evaluation. I agree with the evaluation.

Signature: _____ Date: _____

I, the undersigned, have received and read a copy of my evaluation. I do not agree with the evaluation. I may submit a written rebuttal.

Signature: _____ Date: _____



ANNUAL INTERIM TEACHER ACTION PLAN *(if required)* for Tenured Teaching Staff

Teacher Name: _____

Date: _____

Evaluator: _____

ACTION PLAN

Any component indicated as unsatisfactory at the mid-year review must include recommendations for improvement with action plan.

<i>Component</i>	<i>Who</i>	<i>Will do what?</i>	<i>By when?</i>	<i>Date Completed</i>	<i>Outcome</i>

Employee Signature: _____ Date: _____

Supervisor Signature: _____ Date: _____
