

THIS AGREEMENT is entered into as of the tenth day of September 2012  
between:

CHELSEA SCHOOL DISTRICT BOARD OF EDUCATION  
(The "Board")  
and the  
WASHTENAW COUNTY EDUCATION ASSOCIATION (WCEA)/  
CHELSEA EDUCATION ASSOCIATION (CEA),  
MEA, NEA  
(The "CEA")

The Board and the CEA recognize that providing a quality education for the children of the Chelsea School District is their mutual aim, and that the character of such education is influenced by the quality and morale of the teaching service.

The parties are interested in promoting harmonious relations among the teaching staff, administration, the CEA and the Board.

The CEA and the Board desire to contract in respect to wages, hours, and other conditions of employment, as provided by the Public Employment Relations Act (PERA).

The Board and the CEA agree as follows:

## ARTICLE I

### RECOGNITION

- A. The Board recognizes the CEA as the exclusive and sole bargaining agent as defined in PERA for all certified educational personnel of the Chelsea School District in the K-12 education program, in a bargaining unit described and defined as:

All K-12 instructional personnel, including counselors, media specialists, speech pathologists, psychologists, and social workers, excluding all others. Examples of excluded District personnel are: substitutes, teacher aides and other auxiliary personnel, community services teachers, administrators, directors, supervisors, technology support staff, and auditorium manager.

- B. The term “teacher”, singular or plural, when used in this Agreement, refers to all certified personnel. “NCPS” shall refer to all “non-certified professional staff”. “Employee,” singular or plural, when used in this agreement refers to teacher and NCPS.
- C. The term “day” in this Agreement refers to Monday, Tuesday, Wednesday, Thursday, and Friday, when the District’s main office is open for business and excludes Saturday, Sunday, and weekdays when the District’s main office is not open for business.
- D. The Board agrees not to negotiate with any teachers’ organization, other than the CEA, for the employees in this bargaining unit, for the duration of this Agreement.
- E. Any individual contract between the Board and an individual employee, heretofore executed, shall be subject to and consistent with the terms and conditions of this agreement. If an individual contract contains any language inconsistent with this agreement, this agreement, during its duration, shall be controlling.
- F. This agreement supersedes any rules, regulations, or practices of the Board and CEA which are contrary to or inconsistent with its terms.
- G. If any provision of this agreement or any application of the agreement to any employee or group of employees is found contrary to law, then such provision or application shall be deemed null and void. All other provisions or applications shall continue in full force and effect.
- H. The parties agree that they will not, during the period of this agreement, directly or indirectly, engage in or assist in any unfair labor practices as defined by Section 10 of PERA.

## **ARTICLE II**

### **BOARD RIGHTS**

The Board, on its own behalf and on the behalf of the electors of the District, retains and reserves, without limitation, all powers, rights, authority, duties, and responsibilities conferred upon or vested in it by the laws and the Constitution of the State of Michigan and the United States.

The exercise of these powers, rights, authority, duties, and responsibilities by the Board, including the adoption of policies, rules, regulations, and practices and the use of judgment and discretion shall be limited only by the specific terms of this Agreement and then only to the extent such terms are in conformance with the Constitution and laws of the State of Michigan and the Constitution and laws of the United States.

## ARTICLE III

### CEA AND EMPLOYEE RIGHTS

#### A. CEA Rights

1. The CEA and its members shall have the right to use school facilities for meetings upon approval of the building principal, if the meetings do not interfere with previously scheduled school or community activities. Such use of the buildings shall be without charge and scheduled through the facility use coordinator.
2. The CEA shall have the right to use school equipment, including computers and other technology, when such equipment is not otherwise in use. The CEA agrees to abide by the District's acceptable use policy. The CEA shall be responsible for such equipment and pay the actual cost of supplies and materials used.
3. The CEA may utilize employee mailboxes including district email accounts for communication.
4. The CEA President and grievance chairperson may use non-pupil contact time during the regular school day for CEA business.
5. The CEA President shall be supplied with a copy of the Board agenda and a copy of the public Board minutes at the time of its anticipated receipt by members of the Board of Education.

The CEA shall be supplied with a copy of the current Annual School District Financial Report and existing salary schedule, together with information which may be necessary for the CEA to process any grievance.

The District is not required to provide information not already compiled. Original records of the foregoing are to be examined only at the office of the Superintendent. The CEA agrees that it shall pay the expense involved in the preparation of information for the CEA's use.

6. Twelve (12) CEA leave days shall be granted, for the purpose of conducting CEA business related to the Chelsea School District, as requested by the President of the CEA. This is not to be counted as any other leave. The Board and CEA shall share equally in the substitute costs for CEA days. CEA days may be taken in half-day (1/2) blocks. Upon mutual agreement, the CEA may be granted additional CEA days.

#### B. Employee Rights

1. The provisions of this Agreement shall be applied without regard to race, creed, religion, color, national origin, age, sex, genetics, or marital status.
2. District faculty meetings shall take precedence over CEA meetings, if announced three days in advance or for an emergency.

3. The CEA shall be informed in writing within five (5) calendar days of any new or revised policies and/or administrative guidelines affecting professional development. Changes will be electronically mailed to the CEA secretary. A copy of Board policies shall be maintained on the District web site.
4. An employee is free to participate in political activities outside the school day. Employees should refer to MCL 15.401 for additional information.
5. Upon request, an employee shall be entitled to have a CEA member present when the employee is being reprimanded for rule infraction or delinquency in professional performance that is to be placed in the employee's personnel file. The employee and the member shall make themselves available to the administrator during the employee's regular school day or at a mutually agreeable time.
6. No NCPS shall be disciplined or reprimanded without just cause. Upon conclusion of the discipline, the information forming the basis for disciplinary action will be made available in writing to the employee and, , the CEA shall receive a copy at the employee's request. The employee being reprimanded or disciplined has a right to file a written rebuttal within ten (10) days which shall be attached to the written reprimand or record of disciplinary action and shall become a part of the employee's personnel file.
7. When correspondence of a disciplinary nature or as the result of an investigation of a complaint is determined to be placed in a personnel file, the employee will be notified.

Each employee shall have the right, upon request, to review the contents of the employee's personnel file in accordance with the Bullard-Plawecki Employee Right to Know Act (MCL 423.410 et.seq.). The review will be made in the presence of an administrator or designee. Privileged information, such as letters of recommendation sent confidentially to the District and other documents specified in the Bullard-Plawecki Act, may be removed prior to the review, at the District's discretion.

A member of the CEA may, at the request of the employee, accompany the employee.

The District will notify an employee when a Freedom of Information Act request is made for an item or items in the employee's personnel file. An employee may request review of the employee's personnel file at that time.

An employee may request the removal of items from the personnel file. The District is under no obligation to remove materials from the personnel file. However, an employee does have the right to file a written explanation and have it included in the employee's file.

8. If an employee or the CEA is desirous of bringing any matters to the Board's consideration at a regular Board meeting, they shall file a written request with the Superintendent of Schools on the Wednesday prior to the regular meeting. The

request shall state the nature of the business to be brought to the Board's consideration. If the request is rejected, the CEA or employee may renew their request to the Board of Education President. The Board of Education President may at this time place the matter on the agenda. (The Board shall take up any matters placed on the agenda, by the CEA, not later than 10:00 PM of the night of the meeting.)

9. Employees shall be encouraged to maintain their dress and appearance and to conduct themselves in a manner which promotes respect and professionalism consistent with their assignment.
10. For the purposes of this Agreement, seniority shall be computed from the last date of hire and shall be defined to mean the amount of time continuously employed by the Chelsea School District. Time spent on leave or layoff shall not be construed as a break in continuous service, and seniority shall continue to accrue. The Board shall provide a seniority list to the CEA President upon request.
11. NCPS shall be in a probationary status for the first four years of service in the district.

## ARTICLE IV

### ASSOCIATION FEES AND PAYROLL DEDUCTIONS

#### A. Payroll Deductions

1. During the term of this Agreement, all employees shall pay either
  - a) The monthly membership dues of the CEA or
  - b) The appropriate representation service fee of the CEA, not to exceed the amount of the dues uniformly required of members of the CEA.

The employee may pay such dues or fees directly to the CEA/MEA or authorize payment through payroll deduction, as herein provided.

2.
  - a) The CEA shall certify to the Board at the beginning of the school year, the membership of the CEA subject to deduction of membership dues and the amount of the monthly CEA dues to be deducted. The CEA shall also certify to the Board, as soon as the amount is known, the amount of monthly representation fees to be deducted. These amounts so certified and deducted shall be forwarded to the CEA, provided that when an employee objects to the appropriate amount of the representation fee, the amount of the deduction contested shall be placed in an escrow account as required by law until a determination of the appropriate amount of the deduction has been determined.

The CEA shall certify to the Board, prior to collecting any representation fee, that it has properly notified its bargaining unit members of the fee. The method of determining the fee and the procedure for appealing the fee shall be in accordance with all other current legal standards.

2.
  - b) An employee, contesting the appropriate amount of the representation fee to be deducted, must exhaust the internal administrative procedures of the CEA. The remedies of such procedures shall be inclusive, 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 to this Article shall be subject to the grievance procedure set forth in this Agreement, or to any other administrative or judicial procedure.
  - c) Due to certain requirements established by court decisions, the parties acknowledge that the amount of the representation fee charged to non-members, along with other required information, may not be available and transmitted to non-members until mid-school year. Consequently, the parties agree that the procedures in this Article relating to the payment or non-payment of the representation fee by non-members shall be activated thirty (30) days following the CEA's notification to non-members of the fee for that given school year. In such event, it is agreed that the employee remains obligated for the entire annual representation fee.

- d) If an employee does not pay the representation service fee directly to the CEA, or authorize payment through payroll deduction, the Board shall, upon completion of the procedures contained herein at the request of the CEA and pursuant to MCL 408.477 deduct the representation service fee from the employee's wages and remit same to the CEA. Payroll deductions made pursuant to this provision shall be made as provided in section "b" above. The CEA in all cases of mandatory fee deduction pursuant to MCL 408.477 shall notify the employee of non-compliance by certified mail, return receipt requested. Said notice shall detail the non-compliance and shall provide ten (10) business days for compliance and shall further advise the employee that a request for wage deduction may be filed with the Board in the event compliance is not effected. If the employee fails to remit the service fee or authorize deduction, the CEA may request the Board to make the deduction. The Board, upon receipt of the request for involuntary deduction, shall provide the employee with an opportunity for a due process hearing limited to the question of whether or not the employee has remitted the service fee to the CEA or authorized payroll deduction.
3. Nothing contained herein shall be construed to deny or restrict any employee rights the employee may have under the Revised School Code.
  4. Regular dues for any or all of the above-stated organizations shall be deducted together, as one deduction, in equal installments from each check beginning the first check due in October.
  5. Dues authorizations filed with the business office shall become effective with the next scheduled dues deduction on a prorated basis as determined by the CEA Treasurer.
  6. Dues authorization filed with the business office must be renewed on an annual basis.
  7. The superintendent will provide the CEA with a list of contracted employees and their current FTE status along with the previous year's wages by the third Monday of August of each school year. The CEA shall, by the second Monday of September of each school year, give written notification to the Superintendent of the amount of its dues and those of the MEA/NEA which dues are to be deducted in the coming school year under such dues authorization. The amount of deductions for these dues shall not be subject to change during the entire school year unless there is a change in the FTE status. The CEA will be notified by the superintendent in writing of any changes in FTE status. This notification will occur five business days prior to the changes in FTE status.
  8. For the purpose of this Article, the term "school year" shall include the period beginning with the first employee working day of school through the last employee working day of school.



9. Dues deductions shall be transmitted by the Superintendent to the WCEA/CEA Treasurer within thirty (30) days after deductions are made. The CEA shall be responsible for disbursement of WCEA/CEA, MEA/NEA dues paid to it to the Treasurers of these organizations.
10. All refunds claimed for dues of the WCEA/CEA, MEA/NEA shall lie solely with the CEA. The CEA agrees to reimburse any employee for the amount of any excess dues deducted by the Board and paid to the CEA and agrees to hold the Board harmless from all claims of excessive dues deductions.
11. Any dispute between the WCEA/CEA and the Board which may arise as to whether or not an employee properly executed or properly revoked an authorization card pursuant to this Article shall be reviewed with the employee by a representative of the Board and the Treasurer of the CEA. Until the matter is disposed of, no further deductions shall be made. The Board assumes no liability for the authenticity, execution, or revocation of the authorization form.
12. The Board shall make payroll deductions upon written authorization from employees for annuities, financial institutions, United Way Fund, Chelsea Education Foundation, and any other plans or programs jointly approved by the CEA and the Board.
13. The CEA agrees to appoint legal counsel and assume the legal defense of any suit or action brought against the Board due to the District's compliance with the provisions of this Article of the collective bargaining agreement.

The CEA further agrees to indemnify and save the Board, including each individual School Board member, its agents and administrators, harmless against any and all claims, demands, costs, suits, or other forms of liability including back pay and all court or administrative agency costs that may arise out of or by reason of action by the Board, its agents or administrators, for the purpose of complying with this Article.

## ARTICLE V

### HOURS, CONDITIONS, AND CLASS LOAD

#### A. Hours

- 1) The normal employee workday shall be seven (7) hours and twenty-four (24) minutes, inclusive of a thirty (30) minute, duty-free lunch period. The normal student day will be six (6) hours and fifty-two (52) minutes. Employees are to be on duty thirty-two (32) minutes prior to the start of school for students. Employees are encouraged to remain for a sufficient period after the close of the students' day to attend to those matters which properly require attention at that time.
- 2) Employees who agree to a flexible schedule that extends the beginning or ending times, or creates a break in the continuous seven (7) hours and twenty-four (24) minute workday must have the annual written approval of the CEA President and the Superintendent.

When a staff meeting is held, the employees will be expected to be in attendance until its conclusion, with the meeting lasting no longer than one (1) hour. There shall be no more than one (1) administratively-called, mandatory meeting per month requiring employees' attendance beyond the established workday. In addition, the Superintendent reserves the right to call two (2) mandatory, District-wide staff meetings per year of one (1) hour each in duration, with CEA President approval.

- 3) High School and Middle School teachers shall be provided a planning period each day. The planning period will be equal to a regular class period at the high school and to an elective class period at the middle school. Each elementary building will form a committee with the goal of forming contingency plans in the event of inclement weather.

Elementary School teachers shall be scheduled for no fewer than 420 planning minutes per week, with at least three days of thirty (30) consecutive minutes other than zero hour. Poor weather, emergency, or special activity days are not considered a loss in planning time. The District will make reasonable efforts through scheduling of special subject instruction, rotation of recess duties, and/or rotation of staff meetings to arrange at least thirty (30) consecutive minutes of preparation time each student instruction day for each elementary/intermediate teacher.

- 4) Teachers will not be required to supervise students during elementary lunch recess. When a teacher requires emergency relief, the building administrator shall provide for temporary supervision. Elementary/intermediate teachers shall be able to use, for preparation, all time in which their classes are receiving instruction from various specials teachers. All elementary specials teachers shall be provided with relief and preparation time to the same extent as other elementary/intermediate teachers.

- 5) Student contact time is defined as any time during the normal teacher's workday in which the teacher is involved in instruction or supervision of students excluding lunch and preparation periods. Assignment to a supervised study period shall be considered a teaching period.
- 6) Every reasonable effort will be made to keep the student contact time assigned to each teacher equivalent within each school, inclusive of specials teachers.

B. Part-Time Employees

- 1) A part-time employee is one who is under contract to complete a school term working a fractional part of each instructional day and/or week. The salary shall be computed at that fractional part of the annual salary based upon the appropriate level and step.
- 2) An employee employed part-time shall be compensated at the prorated rate of the assignment. Proration shall also apply to sick days, personal days, and planning time. If there is a change in FTE status, proration will be adjusted accordingly.
- 3) Part-time employees will be paid full-time per diem for professional development days and open houses.
- 4) Parent/teacher conferences days will be paid at the pro-rated employee's part-time per diem.

C. Class Size

- 1) The CEA and the Board recognize that the student/teacher ratio is an important aspect of a quality education program. The parties agree that class size should be lowered and equalized whenever feasible, taking into account the availability of qualified staff, facilities, funds, and state requirements.
- 2) Elementary  

The class size shall not exceed twenty-six (26) at grades K, 1, and 2, and twenty eight (28) at all other grades, except it is agreed that should the class size specified reach a ten (10) percent overage, the matter would become a matter of concern, and plans be considered to correct the situation. At such time as the class size reaches a twenty (20) percent overage, action will immediately be taken to put the corrective plan in force.
- 3) Middle and High Schools
  - a) The ratio of students to bargaining unit staff of the middle and high schools shall not exceed 27:1. It is understood that this ratio shall apply to each school taken separately.
  - b) Only a bargaining unit staff member's time actually devoted to duties in the middle or high school, respectively, may be counted in determining the student/teacher ratio.

- c) Except in certain activity-type classes such as physical education, music, and study hall, the average student load for teachers shall not exceed one hundred fifty (150) students per day.
  - d) Administration will make a reasonable effort to ensure that, in classes using lab stations or equipment, the number of students assigned to the class will not exceed the number of stations or amount of equipment available.
- 4) To promote a proper learning environment for those students identified under the Revised Administrative Rules for Special Education the Administration will make a reasonable effort to ensure that an equitable distribution of such students shall be made within the building, grade, and/or subject area which will accommodate the student's schedule.

The Superintendent will, at the employee's request, review situations where the employee believes an equitable distribution has not been made.

D. Equipment/Facilities

- 1) The Board agrees to make available in each school adequate word processing and copying facilities to aid employees in the preparation of instructional material at least fifteen (15) minutes prior to the required reporting time.
- 2) The Board shall provide:
  - a) Suitable closet space for each employee to store personal articles.
  - b) Copies, exclusively for each teacher's use, of all texts used in each of the courses to be taught.
- 3) The Board shall make efforts toward providing:
  - a) A separate desk for each employee in the District and lockable drawer space.
  - b) Adequate storage space in each classroom for instructional materials.
  - c) Adequate board space in every classroom.
  - d) Adequate attendance books, paper, pencils, pens, erasers, and other such material required in daily teaching responsibilities.
- 4) The Board shall make available, in each school, adequate restroom facilities exclusively for staff use and at least one room, appropriately furnished, which shall be reserved for use as a staff room.

- 5) Telephone facilities shall be made available to employees for their school business. Employees making personal, long-distance calls shall utilize their personal calling cards or personal cell phones.
- 6) Upon request of the CEA, vending machines may be installed in the staff areas. These machines shall be installed and maintained by the CEA at no expense to the Board.
- 7) Adequate off-street parking facilities shall be provided and properly maintained for employee use. At the high school, parking spaces will be identified exclusively for employee use during school hours.
- 8) Employees shall not be required to work under unsafe or hazardous conditions or to perform tasks which endanger their health and safety. Employees shall promptly report any perceived unsafe or hazardous conditions to their immediate supervisor.

E. Professional Development Requirements

Teachers shall meet the professional development requirements of MCL 380.1526 (teachers in first three (3) years of employment) and MCL 380.1527 (teacher professional development) and report such compliance with the District office prior to June 1 or 15 days prior to the state submission deadline of each school year. (The District shall provide a form for reporting professional development activities.)

Failure to report or meet such requirements by the deadline shall result in a salary reduction of ¼% of a teacher's base pay. Such reduction shall be taken in the teacher's June 23 paycheck. If District professional development time is not approved by the state, no reduction of ¼% base pay will occur. Should the state of Michigan professional development requirements be repealed, this provision shall be void.

Should the teacher's failure to meet the professional development requirements of the State result in a loss of teacher certification, the teacher shall be considered a voluntary quit.

F. Nothing in this Article shall require the Board to keep school open in the event of an emergency.

Scheduled student instruction days/hours canceled shall be rescheduled so as to provide the minimum number of hours/days of instruction required by law for full funding in the following manner: All canceled student instruction days shall be scheduled as full student instruction days on subsequent weekdays following the last scheduled day of instruction.

Employees are not required to report on canceled student instruction days. Employees shall work the rescheduled student instruction hours/days without additional compensation to meet requirements of instructional hours/days for the school year. The school district will publicize to the community the importance and necessity of student attendance on the rescheduled day. Should student attendance on the rescheduled day not be sufficient to count the day toward the instructional hours/days requirements, the

school district will attempt to obtain a waiver of the day prior to attempting to reschedule more student hours/days.

If, during the life of this agreement, state law is repealed or modified to allow the school district to count as days of student instruction those days which are canceled because of conditions beyond the control of school authorities, or a portion of those days, the employees shall be excused from reporting to duty without loss of pay on the canceled student instruction day(s) which are counted as days of student instruction, and such day(s) shall not be rescheduled.

## ARTICLE VI

### ASSIGNMENT, TRANSFER, VACANCY, AND PROMOTION (B1, B2, B3 and Administrative Vacancies)

- A. The Board recognizes that it is desirable, in making assignments, to consider the interests and aspirations of its employees. For the purpose of Article VI, the following terms are defined as follows:
- 1) Assignment- The placement of an employee within the same building.
  - 2) Transfer – The placement of an employee in a new assignment in a different building.
  - 3) Opening – The open position available after all assignments have been filled within the building.
  - 4) Internal Posting – The posting of an opening available for assignment or transfer by bargaining unit members.
  - 5) External Posting – The posting of a position available to external candidates or for additional employment for internal candidates.
- B. All postings shall be for a minimum of five (5) days. Personal notification of the posting shall be provided to the CEA President or designee at least one day before the first day of posting. Electronic notification will be utilized to inform all members of the opening.
- C. Between February 1 and June 1 of each school year, the District will electronically inform employees of assignment updates for the next school year. (Retirements, resignations, need to add sections, need to delete sections, impact of leaves, etc). Assignment updates will be sent within five (5) days of confirmation. These updates are for information purposes only.
- D. At any time an employee may notify administration of a reassignment or transfer interest. Copies shall be sent to the District, the affected building principal(s) and the CEA President. (See Appendix G)
- E. Employees must apply for openings when officially posted.
- F. Due to the nature of middle/high school assignments, the District is not required to provide an internal posting for each individual class. Any assignments remaining after building schedules are determined shall be posted internally and externally if needed.
- G. Employees requesting an assignment or transfer for internal postings shall be interviewed by the appropriate administrator(s). The administrator(s) may include appropriate staff in the interviews.

- H. NCPS shall not be denied a new assignment or transfer during the school year purely because it may cause disruption to affected programs and students. If an employee is selected, a date for the start of the new assignment or transfer will be determined, and the employee shall be reassigned/transferred at that time. Employees denied a position through an internal posting shall receive a written notification by the appropriate administrator.
- I. The Board retains the right to link work compensated on the B2 schedule to work assignments compensated on the B/B1 schedules. If linked, the B2 positions shall become a part of the B4 schedule and compensated at the B4 rate. If the Board unlinks a B4 linked assignment, the assignment shall be compensated at the B2 schedule rate. The linking and unlinking of B2/B4 positions shall be related to curricular duties and requirements.
- J. Assignment or transfer decisions for NCPS shall be made at the discretion of the administration by considering qualifications, competency, aspirations, experience, seniority, and other relevant factors.
- K. Administrative vacancies shall be posted internally and may be posted externally. Qualified applicants will be interviewed.
- L. Notice of any change in NCPS assignments should take place prior to the end of the school year. If no such notification is rendered to the NCPS, the NCPS can be reasonably certain the NCPS's assignment shall be the same. If there becomes a need to change a NCPS's assignment after the end of the school year, notification of the change shall be given to the affected NCPS and CEA President within five (5) days of the administrative decision, including the rationale for the change. If an emergency situation requires a change after the reopening of school, the NCPS will be consulted and the CEA President shall be notified.
- M. An involuntary transfer of an NCPS during the school year will be made only in case of an emergency or to prevent undue disruption of the instructional program. The Superintendent shall notify the affected NCPS and the CEA President of the reasons for such transfer.
- N. NCPS assignments that involve voluntary and involuntary transfers will be made at the discretion of the administrator, but the decision will emphasize an interest-based, problem solving process. If an NCPS is dissatisfied with an assignment, the NCPS may appeal the decision to the Superintendent for review.
- O. Nothing in this agreement shall be construed to discourage exploration of unique programs of instruction; for example, a block-time program or team teaching.

Note: Teachers refer to Board Policy 3130 and related Administrative Guidelines



## ARTICLE VII

### REDUCTIONS OF PERSONNEL AND RECALLS FOR NCPS

- A. In the event the Board determines a lay-off situation has developed due to a decreased student enrollment, shortage of revenue, program elimination or reduction, or that it has become necessary to reduce the number of NCPS in a given area, field or program, or eliminate or consolidate position(s), the Board agrees to follow the procedure listed below:
- 1) NCPS not holding valid (where required) license(s) or certificate(s), pursuant to the school code, shall be laid off first, provided there are fully qualified, fully certified NCPS to replace and perform all of the needed duties of the laid off NCPS.
  - 2) If reduction is still necessary, then probationary NCPS, with the least seniority, will be laid off first, provided there are remaining fully qualified, NCPS to replace and perform all of the needed duties of the laid off NCPS.
  - 3) If further reduction is still necessary, then non-probationary NCPS, with the least seniority, will be laid off first, provided there are fully qualified NCPS to replace and perform all of the needed duties of the laid off tenured NCPS.
- B. To be fully qualified, an NCPS shall possess a valid (where required) certificate or license(s).
- C. Recall – In the event of layoff, the Board will institute a recall procedure as follows:
- The most senior NCPS on layoff who possesses the certifications and qualification for the open position will be recalled to that position.
- No new NCPS shall be employed by the Board while there are NCPSs of the District who are laid off, unless there are no laid-off NCPSs with proper certification and qualifications. The Board shall give written notice of recall from layoff by sending a registered or certified letter to the NCPS at his last known address. It is the NCPS's responsibility to notify the Board of any change of address. The NCPS's address, as it appears on the Board's records, shall be conclusive when used in connection with layoffs or recall. If an NCPS fails to report to work within ten (10) days from the date of sending of the recall, unless an extension is granted in writing by the Board, the NCPS shall be considered as a voluntary quit and shall terminate his individual employment contract and any other employment relationship with the Board.
- D. Any layoff pursuant to this agreement shall automatically terminate the individual's employment contract and all benefits provided therein, including all benefits under this Master Agreement. Employment rights shall be reinstated in full upon re-employment in accordance with paragraph "C" above.
- E. The Board shall give no less than thirty-(30) days' notice to the NCPS being laid off.
- F. An NCPS shall remain on the recall list for a period of three (3) years.

## ARTICLE VIII

### LEAVES OF ABSENCE

An employee, who takes leave under this Article (VIII), shall return to the step to which the employee is entitled, and shall retain all sick leave earned. .

#### Section I - Illness and Disability

- A. Sick leave credits shall be earned during each year in the following manner:

First and second years of service: 1 per month to a maximum of 10

Each succeeding year of service: 1.5 per month to a maximum of 15

The unused days from prior years shall be carried forward in each case. The maximum credit bank for each employee shall be equal to one teacher calendar year. Accrued sick leave credits revert to the Board upon termination of employment. Any deductions for unearned sick leave will be at the per diem base salary rate.

Employees may take sick time in half-day increments.

- B. Leaves of absence with full pay and charged to the employee's sick leave account shall be granted in the case of illness in the employee's family requiring such employee's presence. The total of such leave shall not exceed ten (10) school days per year. The immediate family is defined as father, mother, spouse, children, brother, sister, father-in-law, mother-in-law, grandchildren, grandparents, step-parents, step-children, step-grandchildren, step-brother, step-sister.

The Superintendent or designee may approve exceptions upon request of the employee.

- C. Leaves of absence with full pay and charged to the employee's sick leave account shall be granted in the case of necessary medical or dental appointments not obtainable during non-duty hours.

- D. Employees are entitled to Workers' Compensation Benefits in accordance with the statutory provisions for any injury or emotional trauma sustained in the course of performing employment duties, including, but not limited to duties performed under Schedule B activities. The District shall make up the difference in wages received under Workers' Compensation and the employee's normal per diem by coordinating use of the employee's sick days in order for the employee to receive full pay. Payments received from Workers' Compensation while the district is making full payment are to be turned over to the District.

- E. For employees injured by students or assaulted as defined in Article XVI, F while performing duties and acting within employee rights, the District, with administrative approval, will provide up to five (5) personal injury days, not to be charged against any of the employee's paid leave days. If the employee is out fourteen (14) consecutive days, Workers' Compensation wages received related to the first five (5) consecutive days off shall be turned over to the District.

Should it be determined that the employee did not act within the employee's rights when the injury was sustained, accumulated sick leave may be used. However, the employee may be subject to disciplinary action by the Board.

If an employee is no longer able to work due to an injury or emotional trauma sustained as a direct result of an assault within the employee's rights, the CEA will assist the employee in obtaining retirement disability compensation benefits with the retirement disability.

If requested by the District, the employee must provide appropriate documentation.

The District shall assist in providing an employee with information in legal proceedings as a result of student or parent threats to the extent the law requires.

- F. Appropriate documentation for every injury will be filed in a timely manner. The Employee Injury Form is available in the buildings and on the District Web Site.
- G. The District reserves the right to require a doctor's written statement as evidence of illness or injury after each incident of three (3) consecutive days of absence.
- H. Illness on days when school is not in session shall not be deducted from sick leave accounts nor there be any loss of pay.
- I. An employee who is unable to work because of personal illness or disability, and who has exhausted all sick leave available, shall be granted a leave of absence without pay for duration of such illness or disability up to one year, and the leave may be renewed each year upon written request by the employee and approval by the Board.
- J. Employees shall notify the District on the first practical date of anticipated extended illness or disability. Notification shall be accompanied by a statement from the attending physician, certifying the diagnosis and the anticipated period of illness or disability.

The employee shall be required to furnish medical certification of the employee's continued ability to perform the employee's duties prior to returning to work.

- K. To receive sick leave payments, the employee must perform all assigned duties until disabled and return to service as soon as able.
- L. Employees shall provide, in writing, general lesson plans and other materials required by the principal for the duration of short-term absences due to illness or disability in order to maintain curricula continuity through substitutes.
- M. Employees may be required to submit to physical or mental examination by an appropriate health care professional selected and paid for by the District, when the District has reasonable suspicion that the employee may be unable to fulfill the employee's essential job functions or may be a danger to himself or others.

## Section 2

Leaves of absence with pay and not chargeable against the employee's sick or personal leave account shall be granted for the following:

### A. Funeral Leave

- 1) Each employee shall be entitled to leave with pay and without charge to the employee's sick or personal day leave in the event of a death in the immediate family of the employee for a period not exceeding five (5) school days. Such leave shall be for attending the funeral or to attend to the estate. Requests for non-consecutive funeral leave days must be accompanied by rationale and/or documentation. Such requests must receive prior approval by the superintendent or designee. The immediate family is defined as father, mother, spouse, children, brother, sister, father-in-law, mother-in-law, grandchildren, grandparents, step-parents, step-children, step-grandchildren, step-brother, step-sister.
- 2) For other relatives or person of close relationship, each employee is entitled to one day absence without charge to the employee's personal day leave account.

### B. Religious Observance – Religious observance, if the tradition of the employee's religion requires abstention from work, up to two days.

### C. Jury and Court Leave

Each employee shall be excused from the employee's assigned duties for jury duty or attendance at any public hearing pursuant to subpoena. Payments received from jury duty or paid as a witness shall be turned over to the District in order for the employee to receive full pay. Subpoenas for personal issues, outside of civic duty, will be counted as personal time.

### D. Selective Service Physical Examination

Employees reporting for a selective service physical examination shall be excused without loss of pay or sick leave or business leave for such purpose.

## Section 3 – Unpaid Leaves of Absence

Leaves of absence without pay are available as provided below:

### A. General Leave of Absence – shall be granted under the following circumstances:

- 1) Military Service Time - Leaves and rights shall be in accordance with existing state and federal statutes.
  - 2) A leave of absence of up to one (1) year shall be granted to any tenured teacher or non-probationary NCPS for the purpose of serving as an officer of the MEA or the NEA.
- ### B. Parental Care Leave - Upon request, an employee shall be granted an unpaid leave of absence for the purpose of parental care of the employee's newly-born child or newly-

adopted child, the duration of which shall be for the remainder of the trimester in which the child is born or adopted and up to the three (3) consecutive trimesters following commencement of the leave.

- C. General Leave of Absence – may be granted at the discretion of the Board and will be considered non-precedent setting.
- 1) A general leave of absence for one (1) year may be granted to an employee, provided it is not contrary to the best interests of the school district.
  - 2) A leave of absence not to exceed two (2) years may be granted to any tenured teacher or non-probationary NCPS for the purpose of campaigning for, or serving in, a public office. The employee may request an additional leave of absence not exceeding two (2) years, which may be granted at the discretion of the Board.
  - 3) A leave of absence of up to two (2) years may be granted to any tenured teacher or non-probationary NCPS for the purpose of participating in exchange teaching programs in other states, territories, or countries; foreign or military teaching programs; the Peace Corps, Teachers' Corps, or Job Corps as a fulltime participant in such program; or a cultural travel or work program related to the employee's professional responsibilities; provided said employee states the employee's intention to return to the school system. An employee returning from such a leave of absence shall be placed on the same step on the salary schedule to which the employee was entitled at the time of the leave. All sick leave shall remain as it was prior to taking the leave.
- D. Leaves for the purpose of obtaining other employment will not be granted, except as noted in A(2)
- E. An employee returning from a full time leave of absence shall be placed at the same step on the salary schedule to which the employee was entitled at the time of the leave. All sick leave shall remain as it was prior to taking the leave. Such leave shall run concurrently with FMLA leave, if applicable. FMLA leaves are limited to one per year. A year is defined as 365 calendar days from the first day of the last FMLA leave.
- F. Employees shall provide written notice to the Superintendent of their intent to return from leave no later than February 1 preceding their return in the fall September 15 preceding their return in the second trimester, or December 1 preceding their return in the third trimester or as stipulated in the granting of the leave. Reminder of said requirement shall be mailed to each employee on leave at the last address on file with the Board not less than fifteen (15) days prior to the notice deadline. Failure to provide the Board with timely notice shall be deemed a quit by the employee and terminate all contractual requirements. In addition to the provisions below, the Board may, at its sole discretion, renew unpaid leaves of absence.

#### G. Family and Medical Leave Act (FMLA)

The purpose of the Family and Medical Leave Act (FMLA) is to provide up to twelve (12) weeks of job protection and possible medical coverage for individuals unable to work due to a serious personal health issue, a health issue impacting an immediate family

member, birth of a child or adoption of a child and up to twenty-six (26) weeks of leave for service member related leave.

FMLA leaves are unpaid.

FMLA leaves run concurrent with leave language outlined in Article VIII of this Agreement.

FMLA leaves are limited to one per year (defined as 365 calendar days). The first day of the FMLA leave initiates the one year period.

FMLA leaves differ by personal circumstance. Full details of the District's FMLA policy are available from the Human Resources Department.

H. Unpaid day(s) may be taken with the Superintendent's prior approval.

#### Section 4 – Sick Leave Bank

- A. At the beginning of each school year, an open enrollment period, commencing on the first student day and concluding on September 30, shall be made available for employees to enroll in the sick leave bank. New employees, hired after the open enrollment period, shall have twenty (20) days to enroll in the sick leave bank. Each employee enrolling in the sick leave bank will contribute one (1) day of the employee's sick leave to the sick leave bank.
- B. Employees opting to not enroll in the sick leave bank during the open enrollment period, or within twenty (20) days of their hiring, shall be denied membership to the sick leave bank for the duration of that school year.
- C. Employees opting to terminate their membership in the sick leave bank may do so only during the open enrollment period. Days contributed by the member withdrawing shall remain in the bank.
- D. Employees, who have not repaid the days borrowed from the sick leave bank and are requesting to terminate their membership in the bank, shall be obligated to repay those days at the rate of five (5) days per year until all days borrowed are repaid. In the event of the death of an employee, the estate will not be required to repay the sick days.
- E. Employees, who elect to become members of the sick leave bank, borrow days from the bank and terminate their employment with the Chelsea School District before all days borrowed from the bank are repaid, shall have their per diem pay withheld from their remaining payroll entitlement for all days not repaid. The sick leave bank shall be credited with the repaid days.
- F. When the sick leave bank is depleted to fifty (50) days, members will contribute one (1) day of their sick leave. Necessary additions will be made at the beginning of each school year and are to be made after all repayments have occurred. The sick leave bank shall have a cap of two-hundred-fifty (250) days.

G. The sick leave bank will be controlled by a committee composed of five (5) CEA members elected by the CEA membership. The sick leave bank will be administered by the committee in accordance with the following procedures and guidelines:

- 1) Any employee enrolled in the sick leave bank may apply for a loan from the sick leave bank for disability caused by personal illness or accident.
- 2) An employee must first exhaust all the employee's sick days before utilizing days from the sick leave bank.
- 3) All requests for use of sick leave bank days must be in writing. The committee shall maintain a copy of the request, as well as a record of the committee's action on the request.
- 4) The employee must give the committee adequate notice of the request to allow the committee time to meet prior to the needed days of leave.
- 5) A maximum of ten (10) days per request may be granted by the committee.
- 6) If a second request for days from the sick leave bank is made by the employee, it must be accompanied by a doctor's statement explaining the need for the leave time.
- 7) An employee may borrow up to a maximum of twenty (20) days in one contract year (July 1 – June 30).
- 8) An employee, who has been granted and used sick days from the sick leave bank during a contract year, is not eligible for further allotments from the sick leave bank in succeeding contract years until all sick days have been paid.
- 9) An employee borrowing sick leave days from the bank will be required to repay those days with a minimum of three (3) days for the first two (2) years and, thereafter five (5) days per year until all days borrowed from the bank are repaid. Payback will be made at the onset of the contract school year.

Decisions and actions of the committee shall be final and not subject to the grievance procedure.

**ARTICLE IX**  
**PERSONAL, PROFESSIONAL, AND PRESENTATION DAYS**

A. Personal Days

- 1) A maximum of two and one-half (2 ½) personal days per year, cumulative to four (4) days, will be allowed each school year. Not more than two (2) consecutive personal days may be used at one time, without prior administrative approval. Personal days not used may be rolled over to sick time. Employees shall notify the District by June 1 as to whether personal days will be accrued or rolled over to sick time.
- 2) These days are not to be deducted from sick leave.
- 3) An employee leaving before the end of the year will have any used but unearned days deducted from the employee's final check.
- 4) Personal days will not be granted on the day before or following a school holiday, vacation, or other school break period, except for an unexpected emergency. Employees will not be granted personal days on scheduled dates for open houses or parent/teacher conferences, except for an unexpected emergency and with the approval of the Superintendent.
- 5) An employee planning to use a personal day or days shall notify the employee's principal at least forty-eight (48) hours in advance. In cases of emergency, the time requirement may be waived by the principal.
- 6) No reason need be given for personal day requests.

B. Professional Days

- 1) Employees shall be required to attend professional development or District activities, but only during the regular teacher calendar and workday.
- 2) The District may provide additional professional development or other District activities by reducing student instructional time.
- 3) At the beginning of every school year, not less than \$8,000.00 (in aggregate) will be made available to employees for:
  - a) Visitation to view other instruction techniques or programs;
  - b) Conferences, coaches' clinics, workshops or seminars conducted by high schools, colleges, universities, and state and national professional organizations and/or affiliated departments.

With prior administrative approval, expenses associated with an employee's attendance at professional improvement meetings shall be reimbursed by the District. An employee, driving



the employee's personal vehicle to professional improvement meetings, shall have the employee's mileage reimbursed at the IRS rate. Any amendments to the current form will include rationale for denial.

C. Presentation Days

An employee, unwilling to take a personal day to present to an outside school group with the goal of professional development, shall be able to present as long as the following criteria are met:

- 1) The school district is reimbursed for substitute costs incurred.
- 2) The employee has the building administrator's approval at least ten days in advance (appropriate paperwork to be filed).
- 3) Limited to two days per year per employee, unless approved by the Superintendent or designee.

## **ARTICLE X**

### **PROFESSIONAL GROWTH PLAN FOR NCPS**

- A. The purpose of a Professional Growth Plan (PGP) is to generate a plan that will help the NCPS identify specific areas for professional growth and improvement.
- 1) NCPS will submit to the administrator PGPs by September 20 of each school year. Each plan shall include a minimum of one (1) professional goal. (Appendix D-1)
  - 2) The evaluator may hold a conference with the NCPS by October 31 to discuss the PGP.
  - 3) The completed PGP shall be submitted to the administrator five (5) days before the scheduled annual evaluation conference. It shall be reviewed during the evaluation conference.
  - 4) Administrative and Board support may include among other strategies:
    - a) Release time for NCPS requesting professional growth opportunities.
    - b) Money to cover the cost of professional growth experiences.
    - c) Options for appropriate experiences for growth purposes as provided for in Article IX, Section B, Professional Days.

## ARTICLE XI

### NCPS EVALUATION

- A. The purpose of NCPS evaluation is to document performance, improve the quality of instruction, and to assist NCPS to meet their potential.
- 1) NCPS will be evaluated at least once annually. Evaluations will be completed by May 15.
  - 2) NCPS shall be evaluated on their performance during on-duty hours. The evaluation process, classroom observations, and summative evaluations utilize the observation/evaluation Forms in Appendix D-2 and D-3.
  - 3) The building principal shall notify each NCPS by September 15 regarding the protocol to be used for the evaluation. Each NCPS shall have a formal observation as part of the evaluation at least once during each three year period.
- B. NCPS shall be evaluated by building administrators utilizing the evaluation instrument in Appendix D-2.
- 1) The evaluator is expected to describe and analyze what is happening in the working situation; provide an unbiased rating of the NCPS' performance; conduct conferences with NCPS regarding instructional performance; diagnose the cause(s) of an unacceptable performance; provide assistance appropriate to unacceptable performance; and provide information about current resources and research in education.
  - 2) An evaluator will be familiar with the NCPS classroom and students; have knowledge of the technical aspects of teaching, derived from classroom experience, in-service, and course work, which would build skills in the evaluation of instructional methods.
- C. Each evaluation shall be based upon actual observation, collaboratively compiled data, and data compiled by the evaluator and not based on hearsay or a compilation of complaints.
- 1) Evaluations shall include at least two observations. One formal observation will be completed at least once every three years. All relevant data to the evaluation process will be reviewed and attached to each evaluation.
  - 2) All evaluations will be done with the full knowledge of the individual evaluated.
  - 3) Pre and post-observation conferences are required for each formal observation.
  - 4) The formal observation must be prearranged. The informal observation must be a minimum of fifteen minutes in length. Appropriate forms (Appendix D-2) will be used for these observations.

- 5) Administrators conducting evaluations shall inform the NCPS of concerns as soon as possible after each observation to provide timely feedback and the opportunity for improvement. Informal feedback may be provided after any observation. The observation/evaluation forms will be used as a record.

D. NCPS may respond to evaluations:

- 1) NCPS have the right to submit written comments within five (5) days following the evaluation conference. This response will be placed in the personnel file and attached to the Board's evaluation copy.
- 2) NCPS have the right to request, within five (5) days following the evaluation conference, an additional evaluation to be completed by another administrator in the District. This evaluation should be completed within twenty (20) days and by the end of the school year.
- 3) NCPS may ask for a CEA member to be present during the additional classroom observation and the post-observation conference.

E. In the case of an unacceptable evaluation:

- 1) The evaluator will directly supervise performance improvement.
- 2) A partnership will exist between the evaluator and the building principal in cases where the building principal is not the evaluator.
- 3) An individual development plan will be developed between the NCPS and evaluator at a conference within fifteen (15) days of the evaluation. (See Appendix D-4) This conference will include:
  - a) Criteria for acceptable performance
  - b) Viable resources to be used for improvement
  - c) Clear goals
  - d) Clear strategy for improvement
  - e) Designated timeline for improvement
- 4) The NCPS will be granted an additional evaluation upon request.

F. NCPS may request to be evaluated by students. Upon request of the NCPS, arrangements shall be made to administer the student evaluation process. The process shall be one that provides for confidentiality of results only to the NCPS.

G. If changes to state law require modifications to the evaluation process, changes will be made in consultation with the CEA.

## ARTICLE XII

### NCPS IMPROVEMENT PROCEDURES

To improve the quality of professional service of probationary NCPS in Chelsea, the parties agree to the following:

A. In the case of an unacceptable evaluation:

- 1) The evaluator will directly supervise performance improvement.
- 2) At the request of the NCPS or the immediate evaluator, an additional evaluation will be conducted by the same administrator or another administrator in the Chelsea School District. The procedures of Article XI will be used.
- 3) An individual improvement plan will be developed between the NCPS and evaluator at a conference within fifteen (15) days of the evaluation. (See Appendix D-4). This conference will include:
  - a) Criteria for acceptable performance
  - b) Viable resources to be used for improvement
  - c) Clear goals
  - d) Clear strategy for improvement
  - e) Designated timeline for improvement
- 4) Probationary NCPS may request a CEA member to be present at any meetings with the evaluator.

B. Notice of non-renewal:

- 1) Notice of a) intent to not re-employ; b) non-renewal of; or c) discipline, suspension, or discharge of a probationary NCPS shall be in writing and include the reason(s) for the action.
- 2) Upon receipt of notice of non-renewal by a probationary NCPS, that staff member shall, upon request, be granted a hearing before the Board.
- 3) Within five (5) days of receipt of such request, the Board shall notify the CEA President and the affected NCPS of the date, time, and place of such hearing, which shall be no later than fifteen (15) days subsequent to the date of receipt of such request. The hearing may be either in open or closed session, as the affected NCPS shall request.
- 4) At the hearing, the affected NCPS may, if he chooses, be represented by counsel of his choice or a CEA member.

- 5) The NCPS shall be entitled to offer sworn testimony of witnesses on his behalf, to testify in his own behalf, to introduce relevant exhibits and to have present at his expense, a public stenographer or court reporter to make a transcript of the proceedings. At such hearing, the evidence upon which the recommendation is based will be presented to the Board. The teacher shall then have the burden of establishing that the recommendation to terminate is arbitrary or capricious. After the hearing is concluded, the Board shall review the evidence presented and shall issue its decision thereon within fifteen (15) days. The decision of the Board is final and binding in regards to discipline, suspension, termination, and non-renewal.
- C. This procedure shall be the exclusive procedure for probationary NCPS rights under this collective bargaining agreement. For issues involving evaluation, discipline, suspension, termination, or non-renewal, there is no additional access to this Agreement's grievance procedure.

## ARTICLE XVIII

### DISTRICT CURRICULUM COUNCIL

The CEA recognizes the duty of the Board to establish and maintain a sound program of education for the Chelsea School District. The professional training and expertise of teachers should allow them to contribute to the review, development, and improvement of such educational programs. Therefore, the District Curriculum Council shall be as follows:

#### A. Membership

1. K-5 grade level chairs
2. 6-12 department chairs
3. Non-core content area specialists based upon the curriculum review cycle
  - \$1,000 stipend per curriculum cycle
  - Two year cycle to review and implement
  - Summer and/or after school work shall be required
4. Executive Director of Instruction (council chairperson)
5. Superintendent (ex-officio member)
6. Board of Education Member (ex-officio member)
7. Community Member(s)

#### B. Process

- 1) Members gather input from staff and outside sources and give updates at monthly District Curriculum Council meetings. Subcommittee meetings may also be held.
- 2) District Curriculum Council must approve all curricula
- 3) District School Improvement Team will be updated regularly by District Curriculum Council
- 4) Board of Education must approve all curricula

#### C. Timelines

- 1) September through January: Gather materials and input
- 2) January through March: Define, organize, and write curriculum
- 3) March through May: Reviewed and approved by DCC and Board of Education
- 4) In-service staff as needed for successful implementation

- Timeline may vary according to area of study.
- Should names of courses be altered through the Curriculum Development process, the Superintendent will consult with the CEA President or Vice-President to avoid contract conflicts with No Child Left Behind and /or the Michigan Department of Education regulations.
- Board of Education needs to approve prior to implementation and instruction.
- The number of content area specialists may be altered in certain curricular areas.

## ARTICLE XIV

### STUDENT TEACHING ASSIGNMENTS

- A. Placement of pre-student and student teachers must have prior administrative approval.
- B. Supervisory teachers of student teachers must be tenured teachers. Those eligible to be supervisory teachers shall have the right to decide whether they will accept a student teacher. In no event shall the Administration assign a student teacher to a supervisory teacher prior to his consent.
- C. Teachers with two (2) or more years of experience are eligible to accept pre-student teachers. In no event shall the Administration assign a pre-student teacher to a teacher prior to his consent.
- D. Supervisory teachers shall work directly with the university program coordinator and assist in developing extensive opportunities for the student teachers to observe and practice the arts and skills of the profession.
- E. All compensation received by the Board for the student teacher program shall be paid directly to the supervisory teacher.



**ARTICLE XV**  
**STUDENT DISCIPLINE AND EMPLOYEE PROTECTION**

- A. The Board will give reasonable support and assistance to teachers to maintain control and discipline in the classroom. Whenever it appears that a particular pupil requires the attention of special counselors, social workers, or law enforcement personnel, the teacher shall advise the principal, and if the principal concurs and such help is available, reasonable steps shall be taken to provide the special attention. In the event of a disagreement, the teacher may appeal the decision to the Superintendent.
- B. It is recognized that discipline problems are less likely to occur in classes where a high level of student interest is maintained. It is likewise recognized that when discipline problems occur, they may most constructively be dealt with by encouragement, praise, and emphasis upon the child's desirable characteristics. An employee may use such force as necessary to protect himself from attack or to prevent injury to another student.
- C. A teacher may exclude a student for one class period when the grossness of the offense, the persistence of the misbehavior, or the disruptive effect of the violation makes the continued presence of the student in the classroom intolerable. In such cases, the teacher will furnish the principal, as promptly as the teacher's teaching obligations will allow, but not later than the following morning, full particulars of the incident in writing. The procedure to be followed in excluding a student from class shall be established by the administrator and distributed to each teacher at the beginning of the teacher's employment.
- D. Procedure for suspension of students from school shall be made known by publication of student codes of conduct or student discipline codes at the high school and middle school. These publications shall be distributed to all students and employees each year. Employees shall review the contents of such codes with the students at the direction of the principal. School authorities will endeavor to achieve correction of student misbehavior through counseling and interviews with the student and the student's parents when warranted.
- E. Care of property and safety of students –Employees shall be expected to exercise reasonable care with respect to safety of students and property and will be cautioned that they will be individually liable to students and/or parents for injury in the case of gross negligence.
- F. Assault – Any case of assault upon a employee, which had its inception in a school-centered problem, shall be promptly reported to the Board or its designated representative. If the assault was by student(s), the administration shall promptly investigate the matter and determine suitable treatment for the assaulting student(s). This decision shall be communicated to the employee concerned. If the assault is by an adult who is not a student, the Board or its designated representative shall promptly report the incident to the proper law enforcement authorities.
- G. The District shall assist in providing an employee with information in legal proceedings as a result of student or parent threats to the extent the law requires.

- H. A committee of employees, other staff, and administrators shall be formed with the goal of identifying proper training and professional development necessary to meet the safety needs of students and staff.
  
- I. Upon any complaint directed toward an employee, the administrator will investigate the allegation. If, after discussing the matter with the employee and CEA representative, if requested, an administrative decision is made to place written documentation in the employee's file, a copy of the written documentation will be given to the employee. The employee shall have the right to file within five (5) days a written response that will also be placed in the employee's personnel file attached to the administrator's entry.

At the request of the person making the complaint, the employee or the administrator involved, and by mutual consent, a conference involving these people may be held prior to a decision being made whether to add the item to the employee's personnel file.

## ARTICLE XVI

### PROFESSIONAL COMPENSATION

#### Section 1 – Regular Compensation

- A. The salaries for employees covered by this agreement are identified in Schedule B.
- B. New employees hired into the Chelsea School District may be given credit for previous experience in other private, parochial, and/or public schools, up to the number of increments on the salary schedule. No employee shall be placed on a higher step than the employee's actual years of experience.
- C. All compensation for employees in regular, co-curricular, extra-curricular, or extra-duty assignment must be in accordance with the terms of this agreement.
- D. All teachers may be required to substitute in other teaching assignments, during the non-teaching portions of their regular assignment, when there is emergency coverage needed or when regular or volunteer coverage is not available. A teacher will not be assigned to substitute in a non-emergency situation unless the administration has attempted to secure three teacher volunteer substitutes.

When teachers voluntarily, or by assignment, serve as a substitute, they shall be paid as follows:

- 1) Elementary teachers - \$7.00/quarter hour or fraction thereof;
  - 2) Middle/High School teachers - \$7.00/quarter hour or fraction thereof or \$28 per full class period, whichever is more.
- E. If a teacher accepts an additional teaching class assignment in lieu of a planning period, the teacher shall receive additional compensation in the amount calculated by dividing the teacher's base salary by the number of periods in the school day at the teacher's respective school building.
  - F. Employees required in the course of their work to drive personal automobiles from one school building to another shall be reimbursed at the IRS rate. The same reimbursement shall be given for use of personal cars for field trips or other business of the District. The Board shall provide liability insurance protection for teachers when their personal automobiles are used as provided in this section.

## Section 2 – Extra-Duty Compensation

All work under Article XVII, Section 2 A, B, and C extra-duty compensation is voluntary and can be terminated by either party at any time. If work is terminated, payment for services rendered will be paid. Extra-duty compensation will be paid when work is completed, certified, and processed by the Business Office. (See Appendix E)

In order to receive extra-duty compensation under this Article, the employee, supervising administrator, and Superintendent or designee must sign a completed form. Work is not to be performed prior to a signed agreement. If work is performed prior to approval by all parties, it may not be compensated.

Employees may work in programs operated through the Community Education office, and such work is not a part of this agreement as outlined in Article I (A).

### A. Professional Development (PD)

- 1) The Board and CEA (CEA) believe there is a mutual benefit for employees to increase their knowledge and skill. The Board may offer unpaid and paid professional development opportunities. When the Board offers “paid” opportunities outside of regular contract hours, the rate of pay shall be \$13.00 per hour. Paid or unpaid professional development outside of the employee’s regular contract hours shall not be required. (See Appendix E)
- 2) The District may require newly-hired employee’s to attend “orientation” days for the purpose of helping them to be prepared for their work. If such days are provided, employees shall be paid at the professional development (PD) rate of pay for attending such activities. The District is not required to provide such orientation days. (See Appendix E)

### B. Professional Extra Duty (PED) (School Improvement/Curriculum/Accreditation)

- 1) The Board may offer PED work to employees. Such assignments, to be valid and paid, must be documented on the Extra-Duty Compensation Agreement Form (See Appendix E) and approved by the employee, supervising administrator, and Superintendent or designee. (See Appendix E)
- 2) An employee’s PED work is considered “extra-duty” and “at will.” The Board is obligated only to pay the wages agreed to on the Professional Extra-Duty form and only for the hours actually worked. If an employee fails to provide the service outlined in the PED agreement, or if the PED work is cancelled by the District, the employee shall be compensated only for services rendered. (See Appendix E)
- 3) PED work shall be compensated at \$28.00 per contracted hour.

### C. Extended-Year Pay (EYP)

Employees employed to provide their regular duties beyond the regular contract year shall be compensated at their daily rate. Daily rates shall be computed in the fiscal year (July 1 – June 30) services are rendered. (See Appendix E)

D. Tuition Reimbursement

Employees, who successfully complete (grade of “C” or better) prior District-approved college/university coursework, tenured teachers who successfully complete prior District approved additional certification, including testing fees and coursework, shall receive tuition reimbursement, up to the IRS limitation, in the following manner:

- 1) Employees shall submit verification of completed coursework to the District office by May 1.
- 2) A tuition fund of \$25,000 will be established each year. District approved certification testing fees will receive reimbursement first. The remaining amount shall be divided by the number of credit hours submitted and reimbursement be made accordingly.
- 3) The reimbursement shall be limited to no more than the actual cost of tuition and fees to take District approved certification testing (excluding materials, fees, books, etc.)
- 4) Employees shall receive reimbursement based on the number of credit hours completed.
- 5) Coursework and testing, not completed by May 1, may be submitted the following year, if the employee remains an employee of the District on May 1 of the following year.

E. Other Compensation not on Schedule B

- 1) Employees, who provide a written resignation to the District before February 1, and at least 120 calendar days prior to the effective date of the resignation, shall receive a \$500 stipend to be paid on June 23.
- 2) Certified teachers, who become National Board certified through the National Board for Professional Teaching Standards (NBPTS), shall have \$1,000 added to base pay each year they hold certification.
- 3) Employees, who possess a second Master’s degree, approved by the District, shall have \$1,000 added to base pay each year of employment.
- 4) Mentors – Mentors assigned by the District in providing training and support for non-tenured teachers or probationary NCPS, shall be paid \$650 per year. The District shall provide a job description for the mentor. Mentors must be tenured teachers or non-probationary NCPS, and acceptance of the mentorship is optional.

Mentors shall be provided to employees in their first three years of probation. The District is not required to provide mentors, unless required by law.

- 5) Two thousand (\$2,000) dollars shall be allocated to each building for distribution to employees who serve on accreditation teams or school improvement committees.
- 6) Employees who have completed 25 years of Chelsea School District service shall annually receive \$400 which shall be placed in an annuity program approved by the District and selected by the employee. Such payment shall be made in June.
- 7) Employees presenting at the evening parent preview meeting prior to the Reproductive Health Unit shall be paid at the Professional Extra Duty rate. Pay shall be limited to one employee per grade level. The PED rate will be guaranteed for two (2) hours, and every one-quarter (1/4) hour exceeding the two-hour scheduled meeting will be prorated.

### Section 3 – Fringe Benefits

- A. All employees of the District covered under this contract may elect a health insurance option as outlined below. All benefits are subject to the terms and conditions of the insurance policies, and any claims shall be made against the insurance carrier. The employee must comply with all requirements for coverage specified by the insurance carrier, including those for enrollment and active employment. The CEA will be consulted before the Board of Education chooses any equivalent plan.

All Health Insurance options are the Chelsea School District Medical Plan through Cofinity or equivalent.

Option 1: Office Visit: \$30, UC: \$30, ER: \$100  
Deductible: \$250/\$500  
Rx Copay: \$12/\$40, 2x MOPD  
Coinsurance: 20% - \$1,000/\$2,000 maximum

Option 2: Office Visit: \$30, UC: \$30, ER: \$100  
Deductible: \$100/\$200  
Rx Copay: \$12/\$40, 2x MOPD  
Coinsurance: 10% - \$500/\$1,000 maximum

Option 3: Office Visit: \$30, UC: \$30, ER: \$100  
Deductible: None  
Rx Copay: \$12/\$40, 2x MOPD  
Coinsurance: None

The Board will pay the following amounts for health insurance for Option 1 listed above:

A. Single Subscriber	2012-2013: \$5,425
B. Two Person	2012-2013: \$10,750
C. Full Family	2012-2013: \$14,500

Employees choosing Option 2 or 3 shall pay the difference between the amount paid for a person choosing Option 1 and the cost of the chosen option.

- B. All employees of the District covered under this contract may elect a dental insurance package that covers 70/70/70/70, Class I/II/III Benefits (\$1,200 maximum benefit) and orthodontia rider Class IV (maximum \$1,200) benefit.

The Board will pay 100% of the premium for the dental policy (single, couple, family) elected.

- C. All employees of the District covered under this contract may elect a vision insurance package with benefits equivalent to the vision plan in place during the 2011-2012 year.

The Board will pay 100% of the premium for the vision policy (single, couple, family) elected.

- D. In the event the employee elects not to take the health coverage, the employee may apply \$2,000 toward cash-in-lieu of all insurance. Employees electing the cash-in-lieu payment may purchase dental and/or vision insurance currently offered to staff members.

Annual insurance coverage for all continuing employees shall commence on September 1 and continue through August.

- E. First-year employee's insurance coverage shall commence on the first day of duty, as designated by the District and be coordinated with the annual insurance coverage dates.

Coverage on behalf of an employee shall cease on the first day of an unpaid leave of absence, is on layoff, or terminates employment with the District before the end of the school year, except as otherwise required for an eligible employee under FMLA.

- F. The Health insurance plans do not include sponsored dependent or family continuation riders.

- G. The Board pays the premium for \$25,000 of term life insurance, including accidental death and dismemberment for all employees of the District covered under this contract.

- H. The Board agrees to assume the required contribution to the State of Michigan Employee Retirement System, excluding MIP payments and any other statutorily established employee contribution.

- I. Health plan specifications shall not include coverage for services which the employer is prohibited from funding under the State School Aid Act.

- J. Health insurance shall be discontinued for any employee retiring into the Michigan School Employees Retirement System on the first day that employee enters the retirement system.

#### Section 4 – Pay Periods

Employees shall elect to receive their annual salary in 20 or 24 equal installments. This election must be made by May 31 for the next school year. Employees who do not choose will receive the same number of payments they received in the previous year.



## ARTICLE XVII

### CO-AND EXTRA-CURRICULAR ASSIGNMENTS

#### Section 1

- A. The Board and the CEA recognize that co-curricular and extra-curricular student activities are not legally required public school programs but can positively contribute to a student's educational experience. The Board holds the final responsibility for approving co-curricular and extra-curricular programming.

Nothing contained in this agreement shall be construed to require the Board to continue or fund any extra-curricular program or prohibit the Board from discontinuing any extra-curricular program at any time.

- B. Employees shall notify the administration in writing at least 60 calendar days prior to the start of the program if they do not plan to continue in the position. No employee shall be required to perform extra-curricular duties without the employee's consent, except as outlined in Article VI-I.
- C. Extra-curricular assignments shall be issued by June 1 for the following year. An employee in such an assignment, not notified in writing otherwise, shall continue in the assignment for the following year, provided the activities are continued and funded, except as outlined in Article VI I.
- D. No employee shall be required to drive a school bus as part of the employee's regular or extra-duty assignment.
- E. Beginning July 1, 2007, as positions are filled, experience credit for the purpose of salary placement will be given for each year of experience in the position as listed in the posting. If a position is linked or unlinked, the experience credit will be continued.
- F. The Board shall create job descriptions, which shall be available to candidates prior to acceptance of B2/B3/B4 positions. Compensation for positions shall be negotiated between the Board and the CEA, as outlined in this agreement. Schedule B2 and B3 compensation is limited to stipends only.
- G. Evaluation: Supervisory administrators shall notify an employee if the work needs improvement, or is unsatisfactory, for each B2 or B3 assignment. If performance is cited as unsatisfactory, or needs improvement, the supervisor shall recommend improvements to be made.

Evaluations are the responsibility of the Board and may be conducted by the supervising administrator, athletic director, principal, or designated administrator.

#### Section 2 – Adding/Deleting Positions or Duties

Only the Board may add or delete duties or positions on the B2, B3, or B4 schedules. Compensation for Board added or deleted duties or positions shall be negotiated. The Board is not required to fund or operate any program or position.

Job descriptions establish minimum job expectations. Additional services provided by the employee are considered voluntary and uncompensated. The Board may cause a substantial change in job description by notifying the CEA of such change and need for negotiations.

When an employee wishes to request the addition or deletion of a position or substantial change in duties, the employee shall submit the request to the negotiation chair for the CEA and the Superintendent. The process for considering such requests is as follows:

- A. Submit B2/B3/B4 Request Form (See Appendix F.) to negotiations team through either “chair.”
- B. Chairs set dates for consideration and review job description or proposed job description adjustment.
- C. Chairs bring salary recommendations to team.
- D. Superintendent submits recommendation to Board, and CEA chair submits recommendation to Executive Council.
- E. If approved by both, position becomes part of the contract.
- F. When setting or adjusting the stipend for a B2, B3, or B4 position, the following will be considered:
  - 1) Duty time beyond regular work day
  - 2) Average number of students per advisor/coach/teacher
    - a) Size of budget
    - b) Preparation time
    - c) Equipment/material management
    - d) Qualifications
    - e) Length of season
    - f) Number of events
    - g) Travel requirements
    - h) Supervision of adults

### Section 3 – Extra-Duty B2/B3 Appeal and Grievance Rights

- A. Employees holding B2/B3 positions in their first four (4) years are on probation and are assigned annually. Probationary employees (years 1 – 4) may appeal supervisory decisions to the Superintendent only.
- B. Non-probationary employees (5+ years) shall have the grievance rights provided in Article XVIII titled “Grievance Procedure” through Level Three. Level Four (for this Article only): If the CEA is not satisfied with the results of Level Three, a hearing may be requested with the B2/B3 Committee. This request must be submitted to the Superintendent, in writing, within ten (10) days of receipt of the mediator’s written summary. The B2/B3 Committee shall consist of one (1) CEA member (appointed by the CEA President), one (1) administrator (appointed by the Superintendent), and one (1) mutually agreed-upon third party. Members of the B2/B3 Committee shall not be directly involved with the grievance. The decision of the B2/B3 Committee is final, and there shall be no additional access to this Agreement’s “Grievance Procedure.” The B2/B3 Committee shall submit its written determination within ten (10) days of the hearing.
- C. An employee may be a non-tenured or tenured teacher or probationary NCPS or non-probationary NCPS in the employee’s/ regular assignment, while probationary teacher (years 1 – 4) in their extra-duty B2/B3 assignment(s).
- D. Employees in B4 positions shall have the grievance rights granted to them in Article XVIII.
- E. An employee shall have no recourse to the procedures under the Tenure Act for any non-renewal, discharge or demotion in extra-curricular activities.
- F. Non-CEA members are not afforded rights under the “Grievance Procedure.”

### Section 4

- A. Stipends paid on the B2 (Extra-curricular) and B3 (Athletics) schedules shall be based on the B1/BA salary schedule. Beginning July 1, 2007, as positions are filled, steps shall be determined on the basis of one (1) step for each year of experience in that particular position in Chelsea. Other experience may be granted at the discretion of the Board. No employee shall be placed on a higher step than the employee’s actual years of experience.  
  
Transfer between equivalent coaching positions, across gender lines, will be considered the same (i.e. Boys’ tennis is equivalent to Girls’ tennis).
- B. Stipends paid on the B4 schedule shall be based on years of experience, as a director, in the Chelsea School District at the BA/MA/PhD level attained by the teacher. Other experience, as a director may be granted at the discretion of the Board. (See article XVI, Sec 1, B.) No employee shall be placed on a higher step than his actual years of experience.

## ARTICLE XVIII

### GRIEVANCE PROCEDURE

#### Section 1

A grievance shall be based upon an alleged violation of the terms of this contract or a perceived misinterpretation of written Board policy which concerns employee's wages, hours, and working conditions.

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

- A. The termination of services of, or failure to re-employ, any non-tenured teacher or probationary NCPS(See Article XII.)
- B. The failure to re-employ any employee to a position on the extra-duty B2 or B3 schedule in years 1- 4. Notice shall be given to any employee not being re-employed by June 15 of each year for the following year
- C. Any matter involving the contents of written employee evaluations

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

No grievance shall be adjusted without prior notification to the CEA and opportunity for an CEA representative to be present, nor shall any adjustment of a grievance be inconsistent with the terms of this Agreement. In the administration of the grievance procedure, the interests of the employee shall be the sole responsibility of the CEA.

#### Section 2

Grievance Procedure -The following procedure is the exclusive means for resolving grievances:

- A. **PROCEDURE:** An employee who feels there is basis for grievance shall discuss it with his supervisor or principal in an attempt to reach a satisfactory solution. Following the initial discussion, either party may involve his representatives in additional discussions in order to affect an equitable solution. These discussions will emphasize dispute resolution utilizing an interest-based, problem-solving process.
- 1) **LEVEL ONE:** In the event the matter is not resolved, the employee may, within ten (10) days of the alleged occurrence of the grievance, or within ten (10) days of the date it should have been discovered, file a written grievance with the principal. (See Appendix C-1)

Within five (5) days from receipt of the written grievance, the principal or supervisor shall render a decision, in writing, to the Grievant and the CEA. The CEA may file a grievance on its own behalf or on the behalf of the employee.

- 2) LEVEL TWO: If the Grievant and/or the CEA is not satisfied with the disposition at Level One, or if no decision has been rendered within five (5) days after presentation of the grievance, the Grievant and/or the CEA may appeal the grievance within five (5) additional days by filing it with the Superintendent. Within five (5) days from the receipt of the written grievance, the Superintendent or his designee shall meet with the Grievant and a representative of the CEA to attempt to resolve the grievance. These discussions will emphasize dispute resolution utilizing an interest-based, problem-solving process. The Superintendent or his designee shall render his decision within five (5) days after such meeting.
- 3) LEVEL THREE: If the Grievant and/or the CEA is not satisfied with the disposition of the grievance by the Superintendent or his designee, or if no disposition has been made within five (5) days of such meeting or ten (10) days from the date of filing with the Superintendent, the Grievant, with the concurrence of the CEA, may request a mediator to hear the grievance. The cost of mediation will be borne equally by the parties. The parties will meet within ten (10) days to select a mediator and agree on dates for mediation. Mediators will be required to submit a written summary of the proceedings of mediation and identify agreements made by the parties involved in mediation. A copy of the mediator's written summary shall be furnished to the Grievant, the CEA, and the Board of Education. Mediation proceedings, records, and recommendations may not be introduced, or referred to by any party, should the grievance proceed to arbitration or in any subsequent grievance or arbitration. If no agreement regarding the mediator or the mediation process can be reached within the ten (10) day period, the grievance will move to Level Four if requested by the Grievant within five (5) days.
- 4) LEVEL FOUR – If the CEA is not satisfied with the results of the grievance at Level 3, it may request an appointment of an arbitrator to hear the grievance. This request must be submitted to the Superintendent, in writing, within ten (10) days of the mediator's written summary. If the parties cannot agree upon an arbitrator, he shall be selected by the American Arbitration Association in accordance with its rules which shall govern the hearing. Neither party may raise a new defense or ground at Level Four not previously raised or disclosed at other written levels.

In the event the grievance is not settled prior to the hearing, the grievance may be tried before the arbitrator, whose decision shall be binding upon both parties, who agree that a judgment thereon may be entered in any court of competent jurisdiction.

Notwithstanding the foregoing, the arbitrator shall not have the power to add to, modify, alter, or amend, or subtract from the terms of this agreement. He shall not hear any grievance previously barred from the scope of the grievance procedure.

Costs of arbitration shall be borne equally by the parties, except each party shall assume its own costs for representation and witness fees. All timelines, at any level of the grievance process, may be extended by an additional five (5) days by

providing written notice of the extension to the other party. Extension of more than five (5) days requires mutual agreement.

The time limits provided in this Article shall be strictly observed, but may be extended by written agreement of the parties. In the event a grievance is filed after May 15 of any year, and strict adherence to the time limits may result in hardship to any party, the Board shall use its best efforts to process such grievance prior to the end of the school term or as soon thereafter as possible.

If an individual employee has a personal complaint which he desires to discuss with a supervisor, he is free to do so without recourse to the grievance procedure. However, no grievance shall be adjusted without prior notification to the CEA and opportunity for a CEA representative to be present, nor shall any adjustment of a grievance be inconsistent with the terms of this agreement. In the administration of the grievance procedure, the interests of the employees shall be the sole responsibility of the CEA.

## **ARTICLE XIX**

### **STUDENT ACCOMMODATIONS**

For the duration of this contract, the procedural safeguards for general and special education teachers included in IDEIA, Section 504 of the Rehabilitation Act, State of Michigan Special Education Rules and Regulations and other legislation will govern programs, services and procedures established to assist students with special needs.

As with gender, overall abilities and social issues, the district will strive to balance the number and extent of support necessary to address needs within the grade levels. Consideration for placement will include; teacher volunteers, teachers with special experience and training, enrollment, available academic and social supports, among others.

IEP committees will determine student and teacher specific supports as outlined in the legislation.

By September 15 of each year, all employees will be given a list of students receiving accommodations and assigned to them.

Concerned employees are encouraged to work through the IEP team/student assistance team, building principal, and/or special education administrator.

Employees with continuing concerns may appeal to the Superintendent.

## ARTICLE XX

### MISCELLANEOUS PROVISIONS

- A. The Board shall advise the CEA of its involvement and participation in any consortium of school districts where students of the school district will be receiving instruction from teachers who are not in its employ. In such cases, the Board shall consult the CEA and discuss the course offerings of the consortium which will be attended by students of the school district.
- B. The parties acknowledge that during the negotiations which resulted in this agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this agreement. Therefore, the Board and the CEA, for the life of this agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to or covered in this Agreement, or with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated or signed this Agreement.
- C. To assure smooth implementation of new school laws, the Superintendent or designee and CEA President will meet to discuss implementation.
- D. CEA Presidential Release Time – In order to provide the opportunity for regular communication between the President of the CEA and School District Representatives, the president of the CEA may be assigned to one less class period. One-half of the cost of the prorated share (one class period) of the President’s teaching salary and fringe benefits shall be paid to the Chelsea School District by the CEA. One-half of the total due to the District shall be paid by September of each year and, again, in January. Presidential Release Time shall not continue unless the Board of Education and the CEA both adopt a resolution to continue this provision annually.
- E. Should, during the length of this contract, the State of Michigan require the district to offer different instructional days and/or hours, the parties will meet to negotiate how the calendar shall be changed. Such a change would not require the reopening of other articles or schedules.
- F. An Emergency Manager appointed by law may reject, modify or terminate this Agreement as provided by law.



## ARTICLE XXI

### NEGOTIATION PROCEDURES

- A. Anytime after November 1, preceding the expiration date of the contract, either party may initiate negotiations for the purpose of entering into a successor agreement. The first meeting shall take place no later than thirty (30) days following such demand to begin negotiations.
- B. Each party may have up to five (5) representatives on their negotiations team, unless changed by mutual agreement. Neither party in any negotiations shall have any control over the selection of the negotiating or bargaining representatives of the other party. The parties mutually pledge that their representatives will be clothed with all the necessary power and authority to make proposals, consider proposals, and make concessions in the course of negotiations.

Both parties agree to submit the final agreement for ratification of their appropriate governing bodies. It is understood and agreed that neither body is obligated to ratify the final agreement submitted by the bargaining teams. After ratification by both parties, their representatives shall attach their signatures to the ratified agreement within ten (10) days of ratification.

- C. Any agreement to alter the contract must be approved by the Board and the CEA.

**ARTICLE XXII**  
**DURATION OF AGREEMENT**

This collective bargaining agreement between the Chelsea School District and the Chelsea Education Association shall be effective September 10, 2012 and shall continue in effect until June 30, 2014. There shall be opportunity, annually, to “re-open” contract for the purpose of negotiating wages, benefits, and NCPS evaluation. This Agreement shall not be extended orally, and it is expressly understood that it shall expire on the date indicated.

CHELSEA EDUCATION CEA

BOARD OF EDUCATION

\_\_\_\_\_  
President:

\_\_\_\_\_  
President: R. Stephen Olsen

\_\_\_\_\_  
Secretary

\_\_\_\_\_  
Vice-President: Laurel McDevitt

\_\_\_\_\_  
Negotiation Team Member

\_\_\_\_\_  
Treasurer: Jeff Crowder

\_\_\_\_\_  
Negotiation Team Member

\_\_\_\_\_  
Secretary: Anne Mann

\_\_\_\_\_  
Negotiation Team Member

\_\_\_\_\_  
Trustee: Sally DeVol

\_\_\_\_\_  
Negotiation Team Member

\_\_\_\_\_  
Trustee: Tammy Lehman

\_\_\_\_\_  
Negotiation Team Member

\_\_\_\_\_  
Trustee: Jon Bentley

Dated \_\_\_\_\_

Dated: \_\_\_\_\_

APPENDIX A-1

July 2012

Sun	Mon	Tues	Wed	Thurs	Fri	Sat
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

August 2012

Sun	Mon	Tues	Wed	Thurs	Fri	Sat
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	
			T	T		

September 2012 S-19

Sun	Mon	Tues	Wed	Thurs	Fri	Sat
						1
2	X	3	4	5	6	7
8						
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

October 2012 S-23 (42)

Sun	Mon	Tues	Wed	Thurs	Fri	Sat
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	CM	CH	24	25	26
27			CM	CH		
28	29	30	31			

November 2012 S-19 (61)

Sun	Mon	Tues	Wed	Thurs	Fri	Sat
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	X	X	23
24						
25	PD-RD	26	27	28	29	30
			CE	CE		

December 2012 S-15 (76)

Sun	Mon	Tues	Wed	Thurs	Fri	Sat
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	X	X	X	X	X	28
29						
30	X	31				

January 2013 S-19 (95)

Sun	Mon	Tues	Wed	Thurs	Fri	Sat
		X	X	X	X	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	CH	CM	31	

February 2013 S-18 (113)

Sun	Mon	Tues	Wed	Thurs	Fri	Sat
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	X	16
17	X	18	19	20	21	22
23						
24	25	26	27	28		

March 2013 S-19 (132)

Sun	Mon	Tues	Wed	Thurs	Fri	Sat
					1	2
3	4	5	6	7	8	9
10	11	12	X	14	15	16
17	18	19	PD-RD	CE	21	22
23						
24	25	26	27	28	X	30
31						

April 2013 S-17 (149)

Sun	Mon	Tues	Wed	Thurs	Fri	Sat
	X	X	X	X	X	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

May 2013 S-22 (171)

Sun	Mon	Tues	Wed	Thurs	Fri	Sat
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	X	27	28	29	30	31

June 2013 S-4.5 (175.5)

Sun	Mon	Tues	Wed	Thurs	Fri	Sat
						1
2	3	4	5	6	X	8
9	10	11	12	13	RD	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

X - No School  
C - Conference

O - Open House TBD  
Opening Days - 2.0 RD - 1.5  
PD - 1.0

July 2013

Sun	Mon	Tues	Wed	Thur	Fri	Sat
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

August 2013

Sun	Mon	Tues	Wed	Thur	Fri	Sat
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18	19	20	21	22	23	24
25	26	27	28	29	30	31
			T	T		

September 2013 S-20

Sun	Mon	Tues	Wed	Thur	Fri	Sat
1	2	3	4	5	6	7
	L					
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

October 2013 S-23

Sun	Mon	Tues	Wed	Thur	Fri	Sat
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
		CM	CH			
27	28	29	30	31		
			CM	CH		

November 2013 S-18

Sun	Mon	Tues	Wed	Thur	Fri	Sat
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
			RD-PD			

December 2013 S-15

Sun	Mon	Tues	Wed	Thur	Fri	Sat
1	2	3	4	5	6	7
			CE	CE		
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

January 2014 S-20

Sun	Mon	Tues	Wed	Thur	Fri	Sat
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	
			CH	CM		

February 2014 S-18

Sun	Mon	Tues	Wed	Thur	Fri	Sat
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	

March 2014 S-20

Sun	Mon	Tues	Wed	Thur	Fri	Sat
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

April 2014 S-16

Sun	Mon	Tues	Wed	Thur	Fri	Sat
	March 1	1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

May 2014 S-21

Sun	Mon	Tues	Wed	Thur	Fri	Sat
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

June 2014 S-4.5

Sun	Mon	Tues	Wed	Thur	Fri	Sat
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

X - No School  
C - Conference

O - Open House TBD  
Opening Days/PD - 2.0

PD - 1.0  
RD - 1.5

## Appendix A-2

### CHELSEA SCHOOL DISTRICT 2012-2013 CALENDAR

August 29	Teachers First Day
August 30	Teachers Only - Professional Development
September 1-3	No School - Labor Day Weekend
September 4	Students' First Day
October 16	Parent/Teacher Conferences 3:45 PM - 7:00 PM - <b>Middle School Only</b>
October 17	Parent/Teacher Conferences 3:45 PM - 7:00 PM - <b>High School Only</b>
October 24	Parent/Teacher Conferences 3:45 PM - 7:00 PM - <b>Middle School Only</b>
October 25	Parent/Teacher Conferences 3:45 PM - 7:00 PM - <b>High School Only</b>
November 21	End of 1 <sup>st</sup> Trimester
November 22-23	No School - Thanksgiving Break
November 26	No School for Students; Teachers Report - ½ Records Day and ½ Day Professional Development
November 28	Parent/Teacher Conferences 3:45 PM - 7:00 PM - <b>Elementary Schools Only</b>
November 29	Parent/Teacher Conferences 3:45 PM - 7:00 PM - <b>Elementary Schools Only</b>
Dec. 24 - Jan. 4	No School; Winter Break
January 23	Parent/Teacher Conferences 3:45 PM - 7:00 PM - <b>High School Only</b>
January 24	Parent/Teacher Conferences 3:45 PM - 7:00 PM - <b>Middle School Only</b>
February 15-18	No School - Presidents' Day Weekend
March 12	End of 2 <sup>nd</sup> Trimester;
March 13	No School for Students; Teachers Report All Day for Records Day and Professional Development
March 14	Parent/Teacher Conferences 3:45 PM - 7:00 PM - <b>Elementary Only</b>
March 29	No School
April 1 - April 5	No School; Spring Break
May 27	No School; Memorial Day
June 7	End of 3 <sup>rd</sup> Trimester; ½ Day for Students; Full Day for Teachers with ½ Records Day in PM
Student Days – 175.5	
Teacher Days – 182	

**CHELSEA SCHOOL DISTRICT  
2013- 2014 CALENDAR**

August 28	Teachers First Day
August 29	Teachers Only - Professional Development
August 30-Sept. 2	No School - Labor Day Weekend
September 3	Students' First Day
October 15	Parent/Teacher Conferences 3:45 PM - 7:00 PM – <b>MS ONLY</b>
October 16	Parent/Teacher Conferences 3:45 PM - 7:00 PM – <b>HS ONLY</b>
October 23	Parent/Teacher Conferences 3:45 PM - 7:00 PM – <b>MS ONLY</b>
October 24	Parent/Teacher Conferences 3:45 PM - 7:00 PM – <b>HS ONLY</b>
November 26	End of 1 <sup>st</sup> Trimester
November 27	No School for Students; Teachers Report - ½ Records Day / ½ PD
Day	
December 4	Parent/Teacher Conferences 3:45 PM - 7:00 PM – <b>Elementary</b>
December 5	Parent/Teacher Conferences 3:45 PM - 7:00 PM – <b>Elementary</b>
Dec. 23 - Jan. 3	No School; Winter Break
January 6	School Resumes
January 29	Parent/Teacher Conferences 3:45 PM - 7:00 PM - <b>High School Only</b>
January 30	Parent/Teacher Conferences 3:45 PM - 7:00 PM - <b>Middle Only</b>
February 14-17	No School - Presidents' Day Weekend
March 11	End of 2 <sup>nd</sup> Trimester
March 12	No School for Students; Teachers Report All Day for Records Day and Professional Development
March 13	Parent/Teacher Conferences 3:45 PM - 7:00 PM – <b>Elementary Only</b>
April 7-11	No School; Spring Break
May 26	No School; Memorial Day
June 6	End of 3 <sup>rd</sup> Trimester; ½ Day for Students; Full Day for Teachers with ½ Records Day in PM

Student Days – 175.5  
Teacher Days – 182

## APPENDIX B-1

### SALARY SCHEDULES

#### Salary Schedule Information

- A. If an employee is to be advanced on the salary schedules (steps and/or raises), he must have completed a full year of professional employment in the Chelsea School District and have obtained an evaluation rating of effective or highly effective during the previous school year. NCPS that have not received a satisfactory evaluation will have been placed on an Individual Development Plan (IDP) (Appendix D-4) to address the area(s) of concern. The IDP must be signed and implemented for at least 60 days for a probationary NCPS if the salary schedule advance is affected. For anon-probationary NCPS, the IDP must be signed and implemented by January 1 if the salary schedule advance is affected for the following year.
- B. An employee's placement on the salary schedule, as determined at the commencement of the school year, shall not be subject to change during the school year regardless of when a given employee completes course work. The employee must have obtained those credit hours necessary to entitle the employee to placement on the MA or EdS salary schedule before September 15 of the school year in which the advancement is to be made. Further, a transcript of completed credits is required as evidence and must be presented to the Superintendent before an employee is placed on the MA or EdS salary schedule.
- An employee seeking placement on an advanced-degree schedule (MA or EdS/PhD) must have a degree granted from a college or university accredited by the applicable regional accrediting agency or through a degree program approved by the Board.
- C. All salary figures are rounded up or down to the nearest whole dollar.

## Salary Schedule 2012-2013

Chelsea School District

2012-2013

15 Step Schedule - With 2%

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	<u>BA</u>	<u>MA</u>	<u>PhD</u>
Step 0	38,929	42,439	45,299
Step 1	40,875	44,561	47,565
Step 2	42,937	47,113	50,333
Step 3	44,998	49,665	53,101
Step 4	47,060	52,217	55,869
Step 5	49,121	54,769	58,638
Step 6	51,183	57,321	61,406
Step 7	53,244	59,873	64,174
Step 8	55,305	62,425	66,943
Step 9	57,367	64,977	69,711
Step 10	59,428	67,529	72,479
Step 11	61,490	70,081	75,247
Step 12	63,551	72,633	78,016
Step 13	65,613	75,185	80,784
Step 14	67,676	77,731	83,556

Note: Each employee will first be adjusted to the next step on the new salary schedule which provides an increase over the 2011-2012 step placement. Each employee who received an effective or highly effective evaluation for 2011-2012 will then be moved up one step. Newly hired employees for 2012-13 will receive the adjustment based on their initial step placement, but not the step. Employees are eligible for step movement in 2013-2014. The contract may be “re-opened” by either party to negotiate changes in the wage scale, with written notice prior to May 1, 2013. However, the structure of the schedule/number of steps will not be open for negotiations in 2013-2014.

A teacher, who is paid unemployment compensation benefits chargeable to the District and who is subsequently employed in the bargaining unit, shall have the teacher’s compensation for that school year adjusted so that the teacher’s unemployment compensation benefits received plus adjusted compensation will be equal to the total compensation the teacher would have earned for work performed in that school year had the teacher not received unemployment compensation benefits prior to returning to employment.



**APPENDIX B-2****SCHEDULE B2 – EXTRA-CURRICULAR****High School**

Class Advisor	.02
Student Council	.06
NHS	.03
SLS	.02
Prom Advisor	.03
Interact	.02
Key Club	.02
Yearbook	.06
Link Crew	.025
One Act	.03
School Store	.01
Newspaper	.04
Debate	.03
Robotics	.02
Building Chairperson - Science, Social Studies, Math, English	.03
Musical	.06
Musical Orchestra Director	.02
Show Choir	.04
Color Guard	.03
Alternative Styles Music Director	.04
Science Olympiad	.02

**Middle School**

Student Council	.02
Washington, DC Trip Coordinator	.02
Yearbook	.05
Science Olympiad (1/2 % is designated to head coach)	.04
Quiz Bowl	.02
Building Chairperson – Science, Social Studies, Math, English	.03
Drama	.02
Assistant Music	.01
WEB	.01
Sixth Grade Camp	.01

**Elementary**

Student Council	.01
Grade Level Chairs - 1 per grade level	.03

**APPENDIX B-3****EXTRA-CURRICULAR ATHLETICS****A. Girls' Athletics****1) Fall**

Cross Country	0.0744
Golf	0.0686
Swimming – Varsity Head	0.0988
Swimming Assistant(s)	0.0686
Swimming/Diving	0.0416
Sideline Cheer – Varsity	0.0416
Sideline Cheer – Junior Varsity	0.0312
Sideline Cheer – 8 <sup>th</sup> Grade	0.0208
Sideline Cheer – 7 <sup>th</sup> Grade	0.0208
Volleyball	0.0988
Volleyball – Junior Varsity	0.0686
Volleyball – Junior Varsity	0.0686
Volleyball – Freshmen	0.0595
Volleyball – 8 <sup>th</sup> Grade	0.0572
Volleyball – 7 <sup>th</sup> Grade	0.0572

**2) Winter**

Basketball – Varsity Head	0.1196
Basketball – Jr. Varsity	0.0858
Basketball – Freshmen	0.0744
Basketball – 8 <sup>th</sup> Grade	0.0572
Basketball – 7 <sup>th</sup> Grade	0.0572
Competition Cheer	0.0686

**3) Spring**

Softball - Varsity Head	0.0988
Softball – Junior Varsity	0.0686
Softball – Freshmen	0.0595
Tennis	0.0686
Tennis – Jr. Varsity	0.0595
Track – Varsity Head	0.0988
Track – Assistant(s)	0.0686
Track/Pole Vault	0.0208
Track – Middle School	0.0572
Track – Middle School Assistant(s)	0.0416
Soccer – Varsity Head	0.0988
Soccer – Junior Varsity	0.0686
Soccer – Freshmen	0.0595

## B. Boys' Athletics

### 1) Fall

Football – Varsity Head	0.1352
Football – Varsity Assistant(s)	0.0858
Football – Junior Varsity Head	0.0858
Football – Junior Varsity Assistant(s)	0.0676
Football – Freshmen	0.0744
Football – Freshmen Assistant(s)	0.0572
Football – Middle School Head	0.0572
Football – Middle School Assistant(s)	0.0416
Cross Country – Varsity Head	0.0744
Cross Country – Middle School	0.0572
Soccer – Varsity Head	0.0988
Soccer – Junior Varsity	0.0686
Soccer – Freshmen	0.0595
Tennis – Varsity	0.0686
Tennis – Junior Varsity	0.0595

### 2) Winter

Basketball – Varsity Head	0.1196
Basketball – Junior Varsity	0.0858
Basketball – Freshmen	0.0744
Basketball – 8 <sup>th</sup> Grade	0.0572
Basketball – 7 <sup>th</sup> Grade	0.0572
Swimming – Varsity Head	0.0988
Swimming Assistant(s)	0.0686
Swimming/Diving – Varsity	0.0416
Wrestling – Head	0.0988
Wrestling Assistant(s)	0.0686
Wrestling – Middle School	0.0572
Wrestling Middle School Assistant(s)	0.0416

### 3) Spring

Baseball – Varsity Head	0.0988
Baseball – Junior Varsity	0.0686
Baseball – Freshmen	0.0595
Golf	0.0686
Track – Varsity Head	0.0988
Track Assistant(s)	0.0686
Track/Pole Vault	0.0208
Track – Middle School Head	0.0572
Track – Middle School Assistant(s)	0.0416

## C. Co-ed Athletics

Swimming – Middle School Head	0.0572
Swimming – Middle School Assistant(s)	0.0416
Weightlifting and Conditioning	0.0150

**APPENDIX B-4**

**CO-CURRICULAR/LINKED**

High School Band Director	.13
High School Orchestra Director	.06
High School Vocal Music Director	.05
Middle School Band Director	.06
Middle School Orchestra Director	.04
Middle School Vocal Music Director	.03
Elementary Vocal Music Director	.01

APPENDIX C-1

GRIEVANCE REPORT

FORM

<b>Grievance Number:</b>  <i>(Submit Quadruplicate)</i>	<b>Chelsea School District Grievance Report</b>	<b>Distribution of Form:</b> 1. Superintendent 2. Principal 3. Association 4. Employee	
<b>Building:</b>	<b>Assignment:</b>	<b>Name of Grievant:</b>	<b>Date Filed:</b>

LEVEL I

**Grievant:** List the nature of the grievance, all the articles of the Master Agreement that may have been violated, and the remedy requested by the grievant:

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A. Date received by Principal or the employee's/her designee: \_\_\_\_\_

B. Disposition by Principal or the employee's/her designee: \_\_\_\_\_

\_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

LEVEL II

A. Date received by Superintendent or designee: \_\_\_\_\_

B. Disposition by Superintendent or designee: \_\_\_\_\_

\_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**APPENDIX C-1 (continued)**

C. Position of grievant and/or CEA:

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Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**LEVEL III**

A. Date received by the mediator:

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B. Mediator's summary:

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Signature: \_\_\_\_\_ Date: \_\_\_\_\_

C. Position of the CEA:

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Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**LEVEL IV**

A. Date submitted to arbitration:

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B. Disposition and award of arbitrator:

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Signature of Arbitrator: \_\_\_\_\_

Date: \_\_\_\_\_

**Appendix D-1**

**CHELSEA SCHOOL DISTRICT**  
**Formal Classroom Observation - Pre-Observation Conference**

Teacher: \_\_\_\_\_ Date: \_\_\_\_\_

**Questions for discussion:**

1. To which part of your curriculum does this lesson relate?
  
  
  
  
  
  
  
  
  
  
2. How does this learning fit in the sequence of learning for this class?
  
  
  
  
  
  
  
  
  
  
3. Briefly describe the students in this class, including those with special needs.
  
  
  
  
  
  
  
  
  
  
4. What are your learning outcomes for this lesson? What do you want the students to understand?
  
  
  
  
  
  
  
  
  
  
5. How will you engage the students in the learning? What will you do? What will the students do? Will the students work in groups, or individually, or as a large group? Provide any worksheets or other materials the students will be using.
  
  
  
  
  
  
  
  
  
  
6. How will you differentiate instruction for different individuals or groups of students in the class?
  
  
  
  
  
  
  
  
  
  
7. How and when will you know whether the students have learned what you intend?
  
  
  
  
  
  
  
  
  
  
8. Is there anything that you would like me to specifically observe during the lesson?
  
  
  
  
  
  
  
  
  
  
9. Other Questions/Discussion:

# CHELSEA SCHOOL DISTRICT

## Post Observation Conference

Teacher: \_\_\_\_\_ Date: \_\_\_\_\_

1. In general, how successful was the lesson? Did the students learn what you intended for them to learn? How do you know?

2. If you were able to bring samples of student work, what do those samples reveal about those students' levels of engagement and understanding?

3. Comment on your classroom procedures, student conduct, and your use of physical space. To what extent did these contribute to student learning?

4. Did you depart from your plan? If so, how and why?

5. Comment on different aspects of your instructional delivery (e.g., activities, grouping of students, materials and resources). To what extent were they effective?

6. If you had an opportunity to teach this lesson again to the same group of students, what would you do differently?

7: Other Questions/Discussion:



# CHELSEA SCHOOL DISTRICT

## Formal Evaluation Classroom Observation

Teacher:		School:		Date:	
Grade Level/Subject(s):		Observer:			

### Formal Classroom Observation Notes

Time	Actions and Statements/Questions by Teacher and Students	Component
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Appendix D-2

# Chelsea School District

## School Psychologist Evaluation Document

School Psychologist:		School:		Date:	
Grade Level/Subject(s):		Evaluator:			
Classroom Observations Dates:		Evaluation Meeting Date:			

The 5 Domains of effective teaching detailed rubric score explanations can be found in the full evaluation tool.

**Key:**    **I = Ineffective**                      **ME = Minimally Effective**                      **E = Effective**                      **HE = Highly Effective**

<b>Domain 1: Planning and Preparation</b>	<b>I</b> 0 points	<b>ME</b> 1 point	<b>E</b> 2 points	<b>HE</b> 3 points
1 a. Demonstrating knowledge of content and pedagogy				
1 b. Demonstrating knowledge of students				
1 c. Establishing goals for program				
1 d. Demonstrating knowledge of state and federal regulations				
1 e. Designing the psychology program				
1 f. Developing a plan to evaluate the program				
<b>Total # of Domain Points</b>	<b>/18</b>			

COMMENTS:

<b>Domain 2: Classroom Environment</b>	<b>I</b> 0 points	<b>ME</b> 1 point	<b>E</b> 2 points	<b>HE</b> 3 points
2 a. Creating an environment of respect and rapport				
2 b. Establishing a culture for positive mental health				
2 c. Managing clear procedures for referrals				
2 d. Establishing standards of conduct				
2 e. Organizing physical space				
<b>Total # of Domain Points</b>	<b>/15</b>			

COMMENTS:

<b>Domain 3: Instruction</b>	<b>I</b> 0 points	<b>ME</b> 1 point	<b>E</b> 2 points	<b>HE</b> 3 points
3 a. Responding to referrals				
3 b. Evaluating student needs in compliance with NASP guidelines				
3 c. Chairing evaluation team				
3 d. Planning interventions				
3 e. Maintaining contact with physicians				
3f. Demonstrating flexibility and responsiveness				
<b>Total # of Domain Points</b>	<b>/18</b>			

**Key: I = Ineffective ME = Minimally Effective E = Effective HE = Highly Effective**

COMMENTS:

<b>Domain 4: Professional Responsibilities</b>	<b>I</b> 0 points	<b>ME</b> 1 point	<b>E</b> 2 points	<b>HE</b> 3 points
4 a. Reflecting on practice				
4 b. Communicating with families				
4 c. Maintaining accurate records				
4 d. Participating in a professional community				
4 e. Engaging in professional development				
4 f. Demonstrating professionalism				
<b>Total # of Domain Points</b>	<b>/18</b>			

COMMENTS:

<b>Domain 5: Student Growth - 25% of Overall Evaluation</b>	<b>I</b> 0 points	<b>ME</b> 1 point	<b>E</b> 2 points	<b>HE</b> 3 points
5 a. Use of data to improve student growth				
5 b. Meeting building and District Improvement Goals				
5 c. Improve student growth				
<b>Total # of Domain Points</b>	<b>/9</b>			

COMMENTS:



Domain 1 for School Psychologists: Planning and Preparation

component	Level of Performance			
	Ineffective (0)	Minimally Effective (1)	Effective (2)	Highly Effective (3)
<b>1a: Demonstrating - knowledge and skill in using psychological instruments to evaluate students</b>	Psychologist demonstrates little or no knowledge and skill in using psychological instruments to evaluate students.	Psychologist uses a limited number of psychological instruments to evaluate students.	Psychologist uses 5–8 psychological instruments to evaluate students and determine accurate diagnoses.	Psychologist uses a wide range of psychological instruments to evaluate students and knows the proper situations in which each should be used.
<b>1b: Demonstrating knowledge of child and adolescent development and psychopathology</b>	Psychologist demonstrates little or no knowledge of child and adolescent development and psychopathology.	Psychologist demonstrates basic knowledge of child and adolescent development and psychopathology.	Psychologist demonstrates thorough knowledge of child and adolescent development and psychopathology.	Psychologist demonstrates extensive knowledge of child and adolescent development and psychopathology and knows variations of the typical patterns.
<b>1c: Establishing goals for the psychology program appropriate to the setting and the students served</b>	Psychologist has no clear goals for the psychology program, or they are inappropriate to either the situation or the age of the students.	Psychologist’s goals for the treatment program are rudimentary and are partially suitable to the situation and the age of the students.	Psychologist’s goals for the treatment program are clear and appropriate to the situation in the school and to the age of the students.	Psychologist’s goals for the treatment program are highly appropriate to the situation in the school and to the age of the students and have been developed following consultations with students, parents, and colleagues.

Domain 1 for School Psychologists: Planning and Preparation (*continued*)

component	Level of Performance			
	Ineffective (0)	Minimally Effective (1)	Effective (2)	Highly Effective (3)
<b>1d: Demonstrating knowledge of state and federal regulations and of resources both within and beyond the school and district</b>	Psychologist demonstrates little or no knowledge of governmental regulations or of resources for students available through the school or district.	Psychologist displays awareness of governmental regulations and of resources for students available through the school or district, but no knowledge of resources available more broadly.	Psychologist displays awareness of governmental regulations and of resources for students available through the school or district and some familiarity with resources external to the district.	Psychologist's knowledge of governmental regulations and of resources for students is extensive, including those available through the school or district and in the community.
<b>1e: Planning the psychology program, integrated with the regular school program, to meet the needs of individual students and including prevention</b>	Psychologist's plan consists of a random collection of unrelated activities, lacking coherence or an overall structure.	Psychologist's plan has a guiding principle and includes a number of worthwhile activities, but some of them don't fit with the broader goals.	Psychologist has developed a plan that includes the important aspects of work in the setting.	Psychologist's plan is highly coherent and preventive and serves to support students individually, within the broader educational program.
<b>1f: Developing a plan to evaluate the psychology program</b>	Psychologist has no plan to evaluate the program or resists suggestions that such an evaluation is important.	Psychologist has a rudimentary plan to evaluate the psychology program.	Psychologist's plan to evaluate the program is organized around clear goals and the collection of evidence to indicate the degree to which the goals have been met.	Psychologist's evaluation plan is highly sophisticated, with imaginative sources of evidence and a clear path toward improving the program on an ongoing basis.

## Domain 2 for School Psychologists: The Environment

component	Level of Performance			
	Ineffective (0)	Minimally Effective (1)	Effective (2)	Highly Effective (3)
<b>2a: Establishing rapport with students</b>	Psychologist's interactions with students are negative or inappropriate; students appear uncomfortable in the testing center.	Psychologist's interactions are a mix of positive and negative; the psychologist's efforts at developing rapport are partially successful.	Psychologist's interactions with students are positive and respectful; students appear comfortable in the testing center.	Students seek out the psychologist, reflecting a high degree of comfort and trust in the relationship.
<b>2b: Establishing a culture for positive mental health throughout the school</b>	Psychologist makes no attempt to establish a culture for positive mental health in the school as a whole, either among students or teachers, or between students and teachers.	Psychologist's attempts to promote a culture throughout the school for positive mental health among students and teachers are partially successful.	Psychologist promotes a culture throughout the school for positive mental health in the school among students and teachers.	The culture in the school for positive mental health among students and teachers, while guided by the psychologist, is maintained by both teachers and students.
<b>2c: Establishing and maintaining clear procedures for referrals</b>	No procedures for referrals have been established; when teachers want to refer a student for special services, they are not sure how to go about it.	Psychologist has established procedures for referrals, but the details are not always clear.	Procedures for referrals and for meetings and consultations with parents and administrators are clear to everyone.	Procedures for all aspects of referral and testing protocols are clear to everyone and have been developed in consultation with teachers and administrators.

Domain 2 for School Psychologists: The Environment (*continued*)

component	Level of Performance			
	Ineffective (0)	Minimally Effective (1)	Effective (2)	Highly Effective (3)
<b>2d: Establishing standards of conduct in the testing center</b>	No standards of conduct have been established, and psychologist disregards or fails to address negative student behavior during an evaluation.	Standards of conduct appear to have been established in the testing center. Psychologist's attempts to monitor and correct negative student behavior during an evaluation are partially successful.	Standards of conduct have been established in the testing center. Psychologist monitors student behavior against those standards; response to students is appropriate and respectful.	Standards of conduct have been established in the testing center. Psychologist's monitoring of students is subtle and preventive, and students engage in self-monitoring of behavior.
<b>2e: Organizing physical space for testing of students and storage of materials</b>	The testing center is disorganized and poorly suited to student evaluations. Materials are not stored in a secure location and are difficult to find when needed.	Materials in the testing center are stored securely, but the center is not completely well organized, and materials are difficult to find when needed.	The testing center is well organized; materials are stored in a secure location and are available when needed.	The testing center is highly organized and is inviting to students. Materials are stored in a secure location and are convenient when needed.



## Domain 3 for School Psychologists: Delivery of Service

component	Level of Performance			
	Ineffective (0)	Minimally Effective (1)	Effective (2)	Highly Effective (3)
<b>3a: Responding to referrals; consulting with teachers and administrators</b>	Psychologist fails to consult with colleagues or to tailor evaluations to the questions raised in the referral.	Psychologist consults on a sporadic basis with colleagues, making partially successful attempts to tailor evaluations to the questions raised in the referral.	Psychologist consults frequently with colleagues, tailoring evaluations to the questions raised in the referral.	Psychologist consults frequently with colleagues, contributing own insights and tailoring evaluations to the questions raised in the referral.
<b>3b: Evaluating student needs in compliance with National Association of School Psychologists (NASP) guidelines</b>	Psychologist resists administering evaluations, selects instruments inappropriate to the situation, or does not follow established procedures and guidelines.	Psychologist attempts to administer appropriate evaluation instruments to students but does not always follow established time lines and safeguards.	Psychologist administers appropriate evaluation instruments to students and ensures that all procedures and safeguards are faithfully adhered to.	Psychologist selects, from a broad repertoire, those assessments that are most appropriate to the referral questions and conducts information sessions with colleagues to ensure that they fully understand and comply with procedural time lines and safeguards.
<b>3c: Chairing evaluation team</b>	Psychologist declines to assume leadership of the evaluation team.	Psychologist assumes leadership of the evaluation team when directed to do so, preparing adequate IEPs.	Psychologist assumes leadership of the evaluation team as a standard expectation; prepares detailed IEPs.	Psychologist assumes leadership of the evaluation team and takes initiative in assembling materials for meetings. IEPs are prepared in an exemplary manner.

Domain 3 for School Psychologists: Delivery of Service (*continued*)

component	Level of Performance			
	Ineffective (0)	Minimally Effective (1)	Effective (2)	Highly Effective (3)
<b>3d: Planning interventions to maximize students' likelihood of success</b>	Psychologist fails to plan interventions suitable to students, or interventions are mismatched with the findings of the assessments.	Psychologist's plans for students are partially suitable for them or are sporadically aligned with identified needs.	Psychologist's plans for students are suitable for them and are aligned with identified needs.	Psychologist develops comprehensive plans for students, finding ways to creatively meet student needs and incorporate many related elements.
<b>3e: Maintaining contact with physicians and community mental health service providers</b>	Psychologist declines to maintain contact with physicians and community mental health service providers.	Psychologist maintains occasional contact with physicians and community mental health service providers.	Psychologist maintains ongoing contact with physicians and community mental health service providers.	Psychologist maintains ongoing contact with physicians and community mental health service providers and initiates contacts when needed.
<b>3f: Demonstrating flexibility and responsiveness</b>	Psychologist adheres to the plan or program, in spite of evidence of its inadequacy.	Psychologist makes modest changes in the treatment program when confronted with evidence of the need for change.	Psychologist makes revisions in the treatment program when it is needed.	Psychologist is continually seeking ways to improve the treatment program and makes changes as needed in response to student, parent, or teacher input.

## Domain 4 for School Psychologists: Professional Responsibilities

component	Level of Performance			
	Ineffective (0)	Minimally Effective (1)	Effective (2)	Highly Effective (3)
<b>4a: Reflecting on practice</b>	Psychologist does not reflect on practice, or the reflections are inaccurate or self-serving.	Psychologist's reflection on practice is moderately accurate and objective without citing specific examples, and with only global suggestions as to how it might be improved.	Psychologist's reflection provides an accurate and objective description of practice, citing specific positive and negative characteristics. Psychologist makes some specific suggestions as to how the counseling program might be improved.	Psychologist's reflection is highly accurate and perceptive, citing specific examples that were not fully successful for at least some students. Psychologist draws on an extensive repertoire to suggest alternative strategies.
<b>4b: Communicating with families</b>	Psychologist fails to communicate with families and secure necessary permission for evaluations or communicates in an insensitive manner.	Psychologist's communication with families is partially successful; permissions are obtained, but there are occasional insensitivities to cultural and linguistic traditions.	Psychologist communicates with families and secures necessary permission for evaluations and does so in a manner sensitive to cultural and linguistic traditions.	Psychologist secures necessary permissions and communicates with families in a manner highly sensitive to cultural and linguistic traditions. Psychologist reaches out to families of students to enhance trust.
<b>4c: Maintaining accurate records</b>	Psychologist's records are in disarray; they may be missing, illegible, or stored in an insecure location.	Psychologist's records are accurate and legible and are stored in a secure location.	Psychologist's records are accurate and legible, well organized, and stored in a secure location.	Psychologist's records are accurate and legible, well organized, and stored in a secure location. They are written to be understandable to another qualified professional.

Domain 4 for School Psychologists: Professional Responsibilities (*continued*)

component	Level of Performance			
	Ineffective (0)	Minimally Effective (1)	Effective (2)	Highly Effective (3)
<b>4d: Participating in a professional community</b>	Psychologist's relationships with colleagues are negative or self-serving, and psychologist avoids being involved in school and district events and projects.	Psychologist's relationships with colleagues are cordial, and psychologist participates in school and district events and projects when specifically requested.	Psychologist participates actively in school and district events and projects and maintains positive and productive relationships with colleagues.	Psychologist makes a substantial contribution to school and district events and projects and assumes leadership with colleagues.
<b>4e: Engaging in professional development</b>	Psychologist does not participate in professional development activities, even when such activities are clearly needed for the ongoing development of skills.	Psychologist's participation in professional development activities is limited to those that are convenient or are required.	Psychologist seeks out opportunities for professional development based on an individual assessment of need.	Psychologist actively pursues professional development opportunities and makes a substantial contribution to the profession through such activities as offering workshops to colleagues.
<b>4f: Showing professionalism</b>	Psychologist displays dishonesty in interactions with colleagues, students, and the public and violates principles of confidentiality.	Psychologist is honest in interactions with colleagues, students, and the public, plays a moderate advocacy role for students, and does not violate confidentiality.	Psychologist displays high standards of honesty, integrity, and confidentiality in interactions with colleagues, students, and the public, and advocates for students when needed.	Psychologist can be counted on to hold the highest standards of honesty, integrity, and confidentiality and to advocate for students, taking a leadership role with colleagues.

**Domain 5: Student Growth**

<b>Component</b>	<b>Ineffective (0)</b>	<b>Minimally Effective (1)</b>	<b>Effective (2)</b>	<b>Highly Effective (3)</b>
<b>5a Use of data to improve student growth</b>	There is no evidence that data was collected, utilized, or interpreted by the teacher. None of the goals were met and some regression is noted.	Data was collected but there is no evidence that it was used to drive instruction. None of the targeted growth goals were met. Regression was not noted.	Data was collected and used to drive instruction by modifying instructional decisions. Evidence from assessments show positive student growth in the targeted areas.	Data was collected and used to drive instruction and evaluate student progress on a continuous basis. Evidence from assessments show student growth and data can be used to improve instruction in the department or grade level.
<b>Component</b>	<b>Ineffective (0)</b>	<b>Minimally Effective (1)</b>	<b>Effective (2)</b>	<b>Highly Effective (3)</b>
<b>5b Meeting building and district improvement goals</b>	Data sources demonstrate that building and district improvement goals are not being met.	Data sources demonstrate that some building and district improvement goals are being met.	Data sources demonstrate that building and district improvement goals are being met.	Data sources demonstrate that building and district improvement goals are being exceeded.
<b>Component</b>	<b>Ineffective (0)</b>	<b>Minimally Effective (1)</b>	<b>Effective (2)</b>	<b>Highly Effective (3)</b>
<b>5c Improve student growth</b>	Less than 70 percent of the students demonstrated improved student growth.	Data indicates that at least 70 percent of the students demonstrated improved student growth.	Data indicates that at least 80 percent of the students demonstrated improved student growth.	Data indicates that at least 90 percent of the students demonstrated improved student growth.

Data sources may include, but are not limited, to:

- MEAP
- MME
- ACT
- Explore
- PLAN
- NWEA
- AP
- End of Course/Unit Assessments
- County Wide Assessments
- Other Assessments

**Appendix D-3**

# Chelsea School District

## School Counselor Evaluation Document

Counselor:		School:	
Position(s):		Evaluator:	
Observations Dates:		Evaluation Meeting Date:	

The 5 Domains of effective teaching detailed rubric score explanations can be found in the full evaluation tool.

**Key:**    **I = Ineffective**                      **ME = Minimally Effective**                      **E = Effective**                      **HE = Highly Effective**

<b>Domain 1: Planning and Preparation</b>	<b>I</b> 0 points	<b>ME</b> 1 point	<b>E</b> 2 points	<b>HE</b> 3 points
1 a. Demonstrating knowledge of counseling theory and techniques				
1 b. Demonstrating knowledge of child and adolescent development				
1 c. Establishing goals for program				
1 d. Demonstrating knowledge of state and federal regulations				
1 e. Planning counseling program				
1 f. Developing a plan to evaluate counseling program				
<b>Total # of Domain Points</b>	<b>/18</b>			

COMMENTS:

<b>Domain 2: The Environment</b>	<b>I</b> 0 points	<b>ME</b> 1 point	<b>E</b> 2 points	<b>HE</b> 3 points
2 a. Creating an environment of respect and rapport				
2 b. Establishing a culture for productive communication				
2 c. Managing routines and procedures				
2 d. Managing standards of conduct				
2 e. Organizing physical space				
<b>Total # of Domain Points</b>	<b>/15</b>			

COMMENTS:

<b>Domain 3: Instruction</b>	<b>I</b> 0 points	<b>ME</b> 1 point	<b>E</b> 2 points	<b>HE</b> 3 points
3 a. Assessing student needs				
3 b. Assisting students in planning				
3 c. Using counseling techniques in programs				
3 d. Brokering resources to meet needs				
3 e. Demonstrating flexibility and responsiveness				
<b>Total # of Domain Points</b>	<b>/15</b>			

**Key: I = Ineffective      ME = Minimally Effective      E = Effective      HE = Highly Effective**

COMMENTS:

<b>Domain 4: Professional Responsibilities</b>	<b>I</b> 0 points	<b>ME</b> 1 point	<b>E</b> 2 points	<b>HE</b> 3 points
4 a. Reflecting on practice				
4 b. Maintaining accurate records				
4 c. Communicating with families				
4 d. Participating in a professional community				
4 e. Growing and developing professionally				
4 f. Demonstrating professionalism				
<b>Total # of Domain Points</b>	<b>/18</b>			

COMMENTS:

<b>Domain 5: Student Growth - 25% of Overall Evaluation</b>	<b>I</b> 0 points	<b>ME</b> 1 point	<b>E</b> 2 points	<b>HE</b> 3 points
5 a. Use of data to improve student growth				
5 b. Meeting building and District Improvement Goals				
5 c. Improve student growth				
<b>Total # of Domain Points</b>	<b>/9</b>			

COMMENTS:

*(Round to the nearest whole number)*

<b>Domain 1 - 4</b>	<b>75% of Overall Evaluation</b>	/66	x 75	=
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<b>Domain 5 (Student Growth)</b>	<b>25% of Overall Evaluation</b>	/9	x 25	=
			<b>Total</b>	=

**Overall Performance Rating:**

- \_\_\_\_\_ Highly Effective 80 - 100
- \_\_\_\_\_ Effective 50 - 79
- \_\_\_\_\_ Minimally Effective 20 - 49
- \_\_\_\_\_ Ineffective 0 - 19

Summative Comments/Areas for further development:

Evaluators Signature: \_\_\_\_\_  
\_\_\_\_\_

Date:

Counselor Signature\*: \_\_\_\_\_  
\_\_\_\_\_

Date:

\*Counselor's signature indicates only that the counselor has read this report



## Domain 1 for School Counselors: Planning and Preparation

COMPONENT	L E V E L   O F   P E R F O R M A N C E			
	Ineffective (0)	Minimally Effective (1)	Effective (2)	Highly Effective (3)
<b>1a: Demonstrating knowledge of counseling theory and techniques</b>	Counselor demonstrates little understanding of counseling theory and techniques.	Counselor demonstrates basic understanding of counseling theory and techniques.	Counselor demonstrates understanding of counseling theory and techniques.	Counselor demonstrates deep and thorough understanding of counseling theory and techniques.
<b>1b: Demonstrating knowledge of child and adolescent development</b>	Counselor displays little or no knowledge of child and adolescent development.	Counselor displays partial knowledge of child and adolescent development.	Counselor displays accurate understanding of the typical developmental characteristics of the age group, as well as exceptions to the general patterns.	In addition to accurate knowledge of the typical developmental characteristics of the age group and exceptions to the general patterns, counselor displays knowledge of the extent to which individual students follow the general patterns.
<b>1c: Establishing goals for the counseling program appropriate to the setting and the students served</b>	Counselor has no clear goals for the counseling program, or they are inappropriate to either the situation or the age of the students.	Counselor's goals for the counseling program are rudimentary and are partially suitable to the situation and the age of the students.	Counselor's goals for the counseling program are clear and appropriate to the situation in the school and to the age of the students.	Counselor's goals for the counseling program are highly appropriate to the situation in the school and to the age of the students and have been developed following consultations with students, parents, and colleagues.

**DOMAIN 1 FOR SCHOOL COUNSELORS: PLANNING AND PREPARATION** *(continued)*

COMPONENT	L E V E L O F P E R F O R M A N C E			
	Ineffective (0)	Minimally Effective (1)	Effective (2)	Highly Effective (3)
<b>1d: Demonstrating knowledge of state and federal regulations and of resources both within and beyond the school and district</b>	Counselor demonstrates little or no knowledge of governmental regulations and of resources for students available through the school or district.	Counselor displays awareness of governmental regulations and of resources for students available through the school or district, but no knowledge of resources available more broadly.	Counselor displays awareness of governmental regulations and of resources for students available through the school or district, and some familiarity with resources external to the school.	Counselor's knowledge of governmental regulations and of resources for students is extensive, including those available through the school or district and in the community.
<b>1e: Planning the counseling program, integrated with the regular school program</b>	Counseling program consists of a random collection of unrelated activities, lacking coherence or an overall structure.	Counselor's plan has a guiding principle and includes a number of worthwhile activities, but some of them don't fit with the broader goals.	Counselor has developed a plan that includes the important aspects of counseling in the setting.	Counselor's plan is highly coherent and serves to support not only the students individually and in groups, but also the broader educational program.
<b>1f: Developing a plan to evaluate the counseling program</b>	Counselor has no plan to evaluate the program or resists suggestions that such an evaluation is important.	Counselor has a rudimentary plan to evaluate the counseling program.	Counselor's plan to evaluate the program is organized around clear goals and the collection of evidence to indicate the degree to which the goals have been met.	Counselor's evaluation plan is highly sophisticated, with imaginative sources of evidence and a clear path toward improving the program on an ongoing basis.

## Domain 2 for School Counselors: The Environment

COMPONENT	L E V E L   O F   P E R F O R M A N C E			
	Ineffective (0)	Minimally Effective (1)	Effective (2)	Highly Effective (3)
<b>2a: Creating an environment of respect and rapport</b>	Counselor's interactions with students are negative or inappropriate, and the counselor does not promote positive interactions among students.	Counselor's interactions are a mix of positive and negative; the counselor's efforts at encouraging positive interactions among students are partially successful.	Counselor's interactions with students are positive and respectful, and the counselor actively promotes positive student-student interactions.	Students seek out the counselor, reflecting a high degree of comfort and trust in the relationship. Counselor teaches students how to engage in positive interactions.
<b>2b: Establishing a culture for productive communication</b>	Counselor makes no attempt to establish a culture for productive communication in the school as a whole, either among students or among teachers, or between students and teachers.	Counselor's attempts to promote a culture throughout the school for productive and respectful communication between and among students and teachers are partially successful.	Counselor promotes a culture throughout the school for productive and respectful communication between and among students and teachers.	The culture in the school for productive and respectful communication between and among students and teachers, while guided by the counselor, is maintained by both teachers and students.
<b>2c: Managing routines and procedures</b>	Counselor's routines for the counseling center or classroom work are nonexistent or in disarray.	Counselor has rudimentary and partially successful routines for the counseling center or classroom.	Counselor's routines for the counseling center or classroom work effectively.	Counselor's routines for the counseling center or classroom are seamless, and students assist in maintaining them.

**DOMAIN 2 FOR SCHOOL COUNSELORS: THE ENVIRONMENT** *(continued)*

COMPONENT	L E V E L   O F   P E R F O R M A N C E			
	Ineffective (0)	Minimally Effective (1)	Effective (2)	Highly Effective (3)
<b>2d: Establishing standards of conduct and contributing to the culture for student behavior throughout the school</b>	Counselor has established no standards of conduct for students during counseling sessions and makes no contribution to maintaining an environment of civility in the school.	Counselor’s efforts to establish standards of conduct for counseling sessions are partially successful. Counselor attempts, with limited success, to contribute to the level of civility in the school as a whole.	Counselor has established clear standards of conduct for counseling sessions and makes a significant contribution to the environment of civility in the school.	Counselor has established clear standards of conduct for counseling sessions, and students contribute to maintaining them. Counselor takes a leadership role in maintaining the environment of civility in the school.
<b>2e: Organizing physical space</b>	The physical environment is in disarray or is inappropriate to the planned activities.	Counselor’s attempts to create an inviting and well-organized physical environment are partially successful.	Counseling center or classroom arrangements are inviting and conducive to the planned activities.	Counseling center or classroom arrangements are inviting and conducive to the planned activities. Students have contributed ideas to the physical arrangement.

## Domain 3 for School Counselors: Delivery of Service

COMPONENT	L E V E L   O F   P E R F O R M A N C E			
	Ineffective (0)	Minimally Effective (1)	Effective (2)	Highly Effective (3)
<b>3a: Assessing student needs</b>	Counselor does not assess student needs, or the assessments result in inaccurate conclusions.	Counselor's assessments of student needs are perfunctory.	Counselor assesses student needs and knows the range of student needs in the school.	Counselor conducts detailed and individualized assessments of student needs to contribute to program planning.
<b>3b: Assisting students and teachers in the formulation of academic, personal/social, and career plans, based on knowledge of student needs</b>	Counselor's program is independent of identified student needs.	Counselor's attempts to help students and teachers formulate academic, personal/social, and career plans are partially successful.	Counselor helps students and teachers formulate academic, personal/social, and career plans for groups of students.	Counselor helps individual students and teachers formulate academic, personal/social, and career plans.
<b>3c: Using counseling techniques in individual and classroom programs</b>	Counselor has few counseling techniques to help students acquire skills in decision making and problem solving for both interactions with other students and future planning.	Counselor displays a narrow range of counseling techniques to help students acquire skills in decision making and problem solving for both interactions with other students and future planning.	Counselor uses a range of counseling techniques to help students acquire skills in decision making and problem solving for both interactions with other students and future planning.	Counselor uses an extensive range of counseling techniques to help students acquire skills in decision making and problem solving for both interactions with other students and future planning.

**DOMAIN 3 FOR SCHOOL COUNSELORS: DELIVERY OF SERVICE** *(continued)*

COMPONENT	L E V E L O F P E R F O R M A N C E			
	Ineffective (0)	Minimally Effective (1)	Effective (2)	Highly Effective (3)
<b>3d: Brokering resources to meet needs</b>	Counselor does not make connections with other programs in order to meet student needs.	Counselor's efforts to broker services with other programs in the school are partially successful.	Counselor brokers with other programs within the school or district to meet student needs.	Counselor brokers with other programs and agencies both within and beyond the school or district to meet individual student needs.
<b>3e: Demonstrating flexibility and responsiveness</b>	Counselor adheres to the plan or program, in spite of evidence of its inadequacy.	Counselor makes modest changes in the counseling program when confronted with evidence of the need for change.	Counselor makes revisions in the counseling program when they are needed.	Counselor is continually seeking ways to improve the counseling program and makes changes as needed in response to student, parent, or teacher input.

## Domain 4 for School Counselors: Professional Responsibilities

COMPONENT	L E V E L   O F   P E R F O R M A N C E			
	Ineffective (0)	Minimally Effective (1)	Effective (2)	Highly Effective (3)
<b>4a: Reflecting on practice</b>	Counselor does not reflect on practice, or the reflections are inaccurate or self-serving.	Counselor's reflection on practice is moderately accurate and objective without citing specific examples and with only global suggestions as to how it might be improved.	Counselor's reflection provides an accurate and objective description of practice, citing specific positive and negative characteristics. Counselor makes some specific suggestions as to how the counseling program might be improved.	Counselor's reflection is highly accurate and perceptive, citing specific examples that were not fully successful for at least some students. Counselor draws on an extensive repertoire to suggest alternative strategies.
<b>4b: Maintaining records and submitting them in a timely fashion</b>	Counselor's reports, records, and documentation are missing, late, or inaccurate, resulting in confusion.	Counselor's reports, records, and documentation are generally accurate but are occasionally late.	Counselor's reports, records, and documentation are accurate and are submitted in a timely manner.	Counselor's approach to record keeping is highly systematic and efficient and serves as a model for colleagues in other schools.
<b>4c: Communicating with families</b>	Counselor provides no information to families, either about the counseling program as a whole or about individual students.	Counselor provides limited though accurate information to families about the counseling program as a whole and about individual students.	Counselor provides thorough and accurate information to families about the counseling program as a whole and about individual students.	Counselor is proactive in providing information to families about the counseling program and about individual students through a variety of means.

**DOMAIN 4 FOR SCHOOL COUNSELORS: PROFESSIONAL RESPONSIBILITIES**  
(continued)

COMPONENT	L E V E L   O F   P E R F O R M A N C E			
	Ineffective (0)	Minimally Effective (1)	Effective (2)	Highly Effective (3)
<b>4d: Participating in a professional community</b>	Counselor's relationships with colleagues are negative or self-serving, and counselor avoids being involved in school and district events and projects.	Counselor's relationships with colleagues are cordial, and counselor participates in school and district events and projects when specifically requested.	Counselor participates actively in school and district events and projects and maintains positive and productive relationships with colleagues.	Counselor makes a substantial contribution to school and district events and projects and assumes leadership with colleagues.
<b>4e: Engaging in professional development</b>	Counselor does not participate in professional development activities even when such activities are clearly needed for the development of counseling skills.	Counselor's participation in professional development activities is limited to those that are convenient or are required.	Counselor seeks out opportunities for professional development based on an individual assessment of need.	Counselor actively pursues professional development opportunities and makes a substantial contribution to the profession through such activities as offering workshops to colleagues.
<b>4f: Showing professionalism</b>	Counselor displays dishonesty in interactions with colleagues, students, and the public; violates principles of confidentiality.	Counselor is honest in interactions with colleagues, students, and the public; does not violate confidentiality.	Counselor displays high standards of honesty, integrity, and confidentiality in interactions with colleagues, students, and the public; advocates for students when needed.	Counselor can be counted on to hold the highest standards of honesty, integrity, and confidentiality and to advocate for students, taking a leadership role with colleagues.



## Domain 5: Student Growth

Component	Ineffective (0)	Minimally Effective	Effective (2)	Highly Effective (3)
<b>5a Use of data to improve student growth</b>	There is no evidence that data was collected, utilized, or interpreted by the teacher. None of the goals were met and some regression is noted.	Data was collected but there is no evidence that it was used to drive instruction. None of the targeted growth goals were met. Regression was not noted.	Data was collected and used to drive instruction by modifying instructional decisions. Evidence from assessments show positive student growth in the targeted areas.	Data was collected and used to drive instruction and evaluate student progress on a continuous basis. Evidence from assessments show student growth and data can be used to improve instruction in the department or grade level.
Component	Ineffective (0)	Minimally Effective	Effective (2)	Highly Effective (3)
<b>5b Meeting building and district improvement goals</b>	Data sources demonstrate that building and district improvement goals are not being met.	Data sources demonstrate that some building and district improvement goals are being met.	Data sources demonstrate that building and district improvement goals are being met.	Data sources demonstrate that building and district improvement goals are being exceeded.
Component	Ineffective (0)	Minimally Effective (1)	Effective (2)	Highly Effective (3)
<b>5c Improve student growth</b>	Less than 70 percent of the students demonstrated improved student growth.	Data indicates that at least 70 percent of the students demonstrated improved student growth.	Data indicates that at least 80 percent of the students demonstrated improved student growth.	Data indicates that at least 90 percent of the students demonstrated improved student growth.

Data sources may include, but are not limited, to:

MEAP	AP
MME	End of Course/Unit Assessments
ACT	County Wide Assessments
Explore	Other Assessments
PLAN	
NWEA	

**Appendix D-4**

# Chelsea School District

## Instructional Specialist Evaluation Document

Instructional Specialist:		School:	
Grade		Evaluator:	
Level/Subject(s):		Evaluation Meeting Date:	
Classroom Observations Dates:			

The 5 Domains of effective teaching detailed rubric score explanations can be found in the full evaluation tool.

**Key:**    **I = Ineffective**                      **ME = Minimally Effective**                      **E = Effective**                      **HE = Highly Effective**

<b>Domain 1: Planning and Preparation</b>	<b>I</b> 0 points	<b>ME</b> 1 point	<b>E</b> 2 points	<b>HE</b> 3 points
1 a. Demonstrating knowledge of current trends				
1 b. Demonstrating knowledge of students				
1 c. Setting instructional outcomes				
1 d. Demonstrating knowledge of resources				
1 e. Planning the instructional support program				
1 f. Developing a plan to evaluate the program				
<b>Total # of Domain Points</b>	<b>/18</b>			

COMMENTS:

<b>Domain 2: Classroom Environment</b>	<b>I</b> 0 points	<b>ME</b> 1 point	<b>E</b> 2 points	<b>HE</b> 3 points
2 a. Creating an environment of respect and rapport				
2 b. Establishing a culture for ongoing improvement				
2 c. Managing clear procedures				
2 d. Establishing and maintaining norms of behavior				
2 e. Organizing physical space				
<b>Total # of Domain Points</b>	<b>/15</b>			

COMMENTS:

<b>Domain 3: Instruction</b>	<b>I</b> 0 points	<b>ME</b> 1 point	<b>E</b> 2 points	<b>HE</b> 3 points
3 a. Communicating with teachers				
3 b. Engaging teachers in learning new instructional skills				
3 c. Sharing expertise with staff				
3 d. Locating resources				
3 e. Demonstrating flexibility and responsiveness				
<b>Total # of Domain Points</b>	<b>/15</b>			

**Key: I = Ineffective  
Highly Effective**

**ME = Minimally Effective**

**E = Effective**

**HE =**

COMMENTS:

<b>Domain 4: Professional Responsibilities</b>	<b>I</b> 0 points	<b>ME</b> 1 point	<b>E</b> 2 points	<b>HE</b> 3 points
4 a. Reflecting on practice				
4 b. Maintaining accurate records				
4 c. Coordinating work with others				
4 d. Participating in a professional community				
4 e. Growing and developing professionally				
4 f. Demonstrating professionalism				
<b>Total # of Domain Points</b>	<b>/18</b>			

COMMENTS:

<b>Domain 5: Student Growth - 25% of Overall Evaluation</b>	<b>I</b> 0 points	<b>ME</b> 1 point	<b>E</b> 2 points	<b>HE</b> 3 points
5 a. Use of data to improve student growth				
5 b. Meeting building and District Improvement Goals				
5 c. Improve student growth				
<b>Total # of Domain Points</b>	<b>/9</b>			

COMMENTS:

*(Round to the nearest whole number)*

<b>Domain 1 - 4</b>	<b>75% of Overall Evaluation</b>	/66	x 75	=
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<b>Domain 5 (Student Growth)</b>	<b>25% of Overall Evaluation</b>	/9	x 25	=
			<b>Total</b>	=

**Overall Performance Rating:**

- \_\_\_\_\_ Highly Effective 80 - 100
- \_\_\_\_\_ Effective 50 - 79
- \_\_\_\_\_ Minimally Effective 20 - 49
- \_\_\_\_\_ Ineffective 0 - 19

Summative Comments/Areas for further development:
---

Evaluators Signature: \_\_\_\_\_  
\_\_\_\_\_

Date:

Instructional Specialists Signature\*: \_\_\_\_\_  
\_\_\_\_\_

Date:

\*Instructional Specialist’s signature indicates only that the Instructional Specialist has read this report

## Domain 1 for Instructional Specialists: Planning and Preparation

COMPONENT	L E V E L   O F   P E R F O R M A N C E			
	Ineffective (0)	Minimally Effective (1)	Effective (2)	Highly Effective (3)
<b>1a: Demonstrating - knowledge of current trends in specialty area and professional development</b>	Instructional specialist demonstrates little or no familiarity with specialty area or trends in professional development.	Instructional specialist demonstrates basic familiarity with specialty area and trends in professional development.	Instructional specialist demonstrates thorough knowledge of specialty area and trends in professional development.	Instructional specialist's knowledge of specialty area and trends in professional development is wide and deep; specialist is regarded as an expert by colleagues.
<b>1b: Demonstrating - knowledge of the school's program and levels of teacher skill in delivering that program</b>	Instructional specialist demonstrates little or no knowledge of the school's program or of teacher skill in delivering that program.	Instructional specialist demonstrates basic knowledge of the school's program and of teacher skill in delivering that program.	Instructional specialist demonstrates thorough knowledge of the school's program and of teacher skill in delivering that program.	Instructional specialist is deeply familiar with the school's program and works to shape its future direction and actively seeks information as to teacher skill in that program.
<b>1c: Establishing goals for the instructional support program appropriate to the setting and the teachers served</b>	Instructional specialist has no clear goals for the instructional support program, or they are inappropriate to either the situation or the needs of the staff.	Instructional specialist's goals for the instructional support program are rudimentary and are partially suitable to the situation and the needs of the staff.	Instructional specialist's goals for the instructional support program are clear and are suitable to the situation and the needs of the staff.	Instructional specialist's goals for the instructional support program are highly appropriate to the situation and the needs of the staff. They have been developed following consultations with administrators and colleagues.

**DOMAIN 1 FOR INSTRUCTIONAL SPECIALISTS: PLANNING AND PREPARATION**  
(continued)

COMPONENT	L E V E L O F P E R F O R M A N C E			
	Ineffective (0)	Minimally Effective (1)	Effective (2)	Highly Effective (3)
<b>1d: Demonstrating knowledge of resources, both within and beyond the school and district</b>	Instructional specialist demonstrates little or no knowledge of resources available in the school or district for teachers to advance their skills.	Instructional specialist demonstrates basic knowledge of resources available in the school and district for teachers to advance their skills.	Instructional specialist is fully aware of resources available in the school and district and in the larger professional community for teachers to advance their skills.	Instructional specialist actively seeks out new resources from a wide range of sources to enrich teachers' skills in implementing the school's program.
<b>1e: Planning the instructional support program, integrated with the overall school program</b>	Instructional specialist's plan consists of a random collection of unrelated activities, lacking coherence or an overall structure.	Instructional specialist's plan has a guiding principle and includes a number of worthwhile activities, but some of them don't fit with the broader goals.	Instructional specialist's plan is well designed to support teachers in the improvement of their instructional skills.	Instructional specialist's plan is highly coherent, taking into account the competing demands of making presentations and consulting with teachers, and has been developed following consultation with administrators and teachers.
<b>1f: Developing a plan to evaluate the instructional support program</b>	Instructional specialist has no plan to evaluate the program or resists suggestions that such an evaluation is - important.	Instructional specialist has a rudimentary plan to evaluate the instructional support - program.	Instructional support specialist's plan to evaluate the program is organized around clear goals and the collection of evidence to indicate the degree to which the goals have been met.	Instructional specialist's evaluation plan is highly sophisticated, with imaginative sources of evidence and a clear path toward improving the program on an ongoing basis.

## Domain 2 for Instructional Specialists: The Environment

COMPONENT	L E V E L   O F   P E R F O R M A N C E			
	Ineffective (0)	Minimally Effective (1)	Effective (2)	Highly Effective (3)
<b>2a: Creating an - environment of trust and respect</b>	Teachers are reluctant to request assistance from the instructional specialist, fearing that such a request will be treated as a sign of deficiency.	Relationships with the instructional specialist are cordial; teachers don't resist initiatives established by the instructional specialist.	Relationships with the instructional specialist are respectful, with some contacts initiated by teachers.	Relationships with the instructional specialist are highly respectful and trusting, with many contacts initiated by teachers.
<b>2b: Establishing a culture for ongoing instructional improvement</b>	Instructional specialist conveys the sense that the work of improving instruction is externally mandated and is not important to school improvement.	Teachers do not resist the offerings of support from the instructional specialist.	Instructional specialist promotes a culture of professional inquiry in which teachers seek assistance in improving their instructional skills.	Instructional specialist has established a culture of professional inquiry in which teachers initiate projects to be undertaken with the support of the specialist.
<b>2c: Establishing clear procedures for teachers to gain access to instructional support</b>	When teachers want to access assistance from the instructional specialist, they are not sure how to go about it.	Some procedures (for example, registering for workshops) are clear to teachers, whereas others (for example, receiving informal support) are not.	Instructional specialist has established clear procedures for teachers to use in gaining access to support.	Procedures for access to instructional support are clear to all teachers and have been developed following consultation with administrators and teachers.

**DOMAIN 2 FOR INSTRUCTIONAL SPECIALISTS: THE ENVIRONMENT** *(continued)*

COMPONENT	L E V E L   O F   P E R F O R M A N C E			
	Ineffective (0)	Minimally Effective (1)	Effective (2)	Highly Effective (3)
<b>2d: Establishing and maintaining norms of behavior for professional interactions</b>	No norms of professional conduct have been established; teachers are frequently disrespectful in their interactions with one another.	Instructional specialist's efforts to establish norms of professional conduct are partially successful.	Instructional specialist has established clear norms of mutual respect for professional interaction.	Instructional specialist has established clear norms of mutual respect for professional interaction. Teachers ensure that their colleagues adhere to these standards of conduct.
<b>2e: Organizing physical space for workshops or training</b>	Instructional specialist makes poor use of the physical environment, resulting in poor access by some participants, time lost due to poor use of training equipment, or little alignment between the physical arrangement and the workshop activities.	The physical environment does not impede workshop activities.	Instructional specialist makes good use of the physical environment, resulting in engagement of all participants in the workshop activities.	Instructional specialist makes highly effective use of the physical environment, with teachers contributing to the physical arrangement.



## Domain 3 for Instructional Specialists: Delivery of Service

COMPONENT	L E V E L   O F   P E R F O R M A N C E			
	Ineffective (0)	Minimally Effective (1)	Effective (2)	Highly Effective (3)
<b>3a: Collaborating with teachers in the design of instructional units and lessons</b>	Instructional specialist declines to collaborate with classroom teachers in the design of instructional lessons and units.	Instructional specialist collaborates with classroom teachers in the design of instructional lessons and units when specifically asked to do so.	Instructional specialist initiates collaboration with classroom teachers in the design of instructional lessons and units.	Instructional specialist initiates collaboration with classroom teachers in the design of instructional lessons and units, locating additional resources from sources outside the school.
<b>3b: Engaging teachers in learning new instructional skills</b>	Teachers decline opportunities to engage in professional learning.	Instructional specialist's efforts to engage teachers in professional learning are partially successful, with some participating.	All teachers are engaged in acquiring new instructional skills.	Teachers are highly engaged in acquiring new instructional skills and take initiative in suggesting new areas for growth.
<b>3c: Sharing expertise with staff</b>	Instructional specialist's model lessons and workshops are of poor quality or are not appropriate to the needs of the teachers being served.	The quality of the instructional specialist's model lessons and workshops is mixed, with some of them being appropriate to the needs of the teachers being served.	The quality of the instructional specialist's model lessons and workshops is uniformly high and appropriate to the needs of the teachers being served.	The quality of the instructional specialist's model lessons and workshops is uniformly high and appropriate to the needs of the teachers being served. The instructional specialist conducts extensive follow-up work with teachers.

**DOMAIN 3 FOR INSTRUCTIONAL SPECIALISTS: DELIVERY OF SERVICE** *(continued)*

COMPONENT	L E V E L O F P E R F O R M A N C E			
	Ineffective (0)	Minimally Effective (1)	Effective (2)	Highly Effective (3)
<b>3d: Locating resources for teachers to support instructional improvement</b>	Instructional specialist fails to locate resources for instructional improvement for teachers, even when specifically requested to do so.	Instructional specialist's efforts to locate resources for instructional improvement for teachers are partially successful, reflecting incomplete knowledge of what is available.	Instructional specialist locates resources for instructional improvement for teachers when asked to do so.	Instructional specialist is highly proactive in locating resources for instructional improvement for teachers, anticipating their needs.
<b>3e: Demonstrating flexibility and responsiveness</b>	Instructional specialist adheres to his plan, in spite of evidence of its inadequacy.	Instructional specialist makes modest changes in the support program when confronted with evidence of the need for change.	Instructional specialist makes revisions to the support program when it is needed.	Instructional specialist is continually seeking ways to improve the support program and makes changes as needed in response to student, parent, or teacher input.

## Domain 4 for Instructional Specialists: Professional Responsibilities

COMPONENT	L E V E L   O F   P E R F O R M A N C E			
	Ineffective (0)	Minimally Effective (1)	Effective (2)	Highly Effective (3)
<b>4a: Reflecting on practice</b>	Instructional specialist does not reflect on practice, or the reflections are inaccurate or self-serving.	Instructional specialist's reflection on practice is moderately accurate and objective without citing specific examples and with only global suggestions as to how it might be improved.	Instructional specialist's reflection provides an accurate and objective description of practice, citing specific positive and negative characteristics. Instructional specialist makes some specific suggestions as to how the support program might be improved.	Instructional specialist's reflection is highly accurate and perceptive, citing specific examples. Instructional specialist draws on an extensive repertoire to suggest alternative strategies, accompanied by a prediction of the likely consequences of each.
<b>4b: Preparing and submitting budgets and reports</b>	Instructional specialist does not follow established procedures for preparing budgets and submitting reports. Reports are routinely late.	Instructional specialist's efforts to prepare budgets are partially successful, anticipating most expenditures and following established procedures. Reports are sometimes submitted on time.	Instructional specialist's budgets are complete, anticipating all expenditures and following established procedures. Reports are always submitted on time.	Instructional specialist anticipates and responds to teacher needs when preparing budgets, following established - procedures and suggesting improvements to those procedures. Reports are submitted on time.
<b>4c: Coordinating work with other instructional specialists</b>	Instructional specialist makes no effort to collaborate with other instructional specialists within the district.	Instructional specialist responds positively to the efforts of other instructional specialists within the district to collaborate.	Instructional specialist initiates efforts to collaborate with other instructional specialists within the district.	Instructional specialist takes a leadership role in coordinating projects with other instructional specialists within and beyond the district.

**DOMAIN 4 FOR INSTRUCTIONAL SPECIALISTS: PROFESSIONAL RESPONSIBILITIES** *(continued)*

COMPONENT	L E V E L O F P E R F O R M A N C E			
	Ineffective (0)	Minimally Effective (1)	Effective (2)	Highly Effective (3)
<b>4d: Participating in a professional community</b>	Instructional specialist's relationships with colleagues are negative or self-serving, and the specialist avoids being involved in school and district events and projects.	Instructional specialist's relationships with colleagues are cordial, and the specialist participates in school and district events and projects when specifically requested.	Instructional specialist participates actively in school and district events and projects and maintains positive and productive relationships with colleagues.	Instructional specialist makes a substantial contribution to school and district events and projects and assumes a leadership role with colleagues.
<b>4e: Engaging in professional development</b>	Instructional specialist does not participate in professional development activities, even when such activities are clearly needed for the enhancement of skills.	Instructional specialist's participation in professional development activities is limited to those that are convenient or are required.	Instructional specialist seeks out opportunities for professional development based on an individual assessment of need.	Instructional specialist actively pursues professional development opportunities and makes a substantial contribution to the profession through such activities as participating in state or national conferences for other specialists.
<b>4f: Showing professionalism, including integrity and confidentiality</b>	Instructional specialist displays dishonesty in interactions with colleagues and violates norms of confidentiality.	Instructional specialist is honest in interactions with colleagues and respects norms of confidentiality.	Instructional specialist displays high standards of honesty and integrity in interactions with colleagues and respects norms of confidentiality.	Instructional specialist can be counted on to hold the highest standards of honesty and integrity and takes a leadership role with colleagues in respecting the norms of confidentiality.

**Domain 5: Student Growth**

<b>Component</b>	<b>Ineffective (0)</b>	<b>Minimally Effective</b>	<b>Effective (2)</b>	<b>Highly Effective (3)</b>
<b>5a Use of data to improve student growth</b>	There is no evidence that data was collected, utilized, or interpreted by the teacher. None of the goals were met and some regression is noted.	Data was collected but there is no evidence that it was used to drive instruction. None of the targeted growth goals were met. Regression was not noted.	Data was collected and used to drive instruction by modifying instructional decisions. Evidence from assessments show positive student growth in the targeted areas.	Data was collected and used to drive instruction and evaluate student progress on a continuous basis. Evidence from assessments show student growth and data can be used to improve instruction in the department or grade level.
<b>Component</b>	<b>Ineffective (0)</b>	<b>Minimally Effective</b>	<b>Effective (2)</b>	<b>Highly Effective (3)</b>
<b>5b Meeting building and district improvement goals</b>	Data sources demonstrate that building and district improvement goals are not being met.	Data sources demonstrate that some building and district improvement goals are being met.	Data sources demonstrate that building and district improvement goals are being met.	Data sources demonstrate that building and district improvement goals are being exceeded.
<b>Component</b>	<b>Ineffective (0)</b>	<b>Minimally Effective (1)</b>	<b>Effective (2)</b>	<b>Highly Effective (3)</b>
<b>5c Improve student growth</b>	Less than 70 percent of the students demonstrated improved student growth.	Data indicates that at least 70 percent of the students demonstrated improved student growth.	Data indicates that at least 80 percent of the students demonstrated improved student growth.	Data indicates that at least 90 percent of the students demonstrated improved student growth.

Data sources may include, but are not limited, to:

- MEAP
- MME
- ACT
- Explore
- PLAN
- NWEA
- AP
- End of Course/Unit Assessments
- County Wide Assessments
- Other Assessments

**APPENDIX D-5**

**CHELSEA SCHOOL DISTRICT  
Individual Development Plan**

Administrator Supervising Plan: \_\_\_\_\_  
*Please print or type*

NCPS Following IDP: \_\_\_\_\_  
*Please print or type*

Date of IDP Initial Meeting: \_\_\_\_\_

Date of Last Evaluation by Administration: \_\_\_\_\_

Development Plan

For all evaluation items noted “minimally effective” or “ineffective” on evaluation(s) dated \_\_\_\_\_ . Goals should be stated as measurable, behavioral objectives. Expectations and Support need to state specific actions and expected outcomes.

**Goal One:** \_\_\_\_\_  
\_\_\_\_\_

Administrator/Teacher Plan:

Number and approximate dates of follow up progress checks:

Administrative Support:

**Goal Two:** \_\_\_\_\_  
\_\_\_\_\_

Administrator/NCPS Plan:

Number and approximate dates of follow up progress checks:

Administrative Support:

The signatures below acknowledge receipt and general understanding of the above Goals, Expectations, and Support.

\_\_\_\_\_  
*Signature of Teacher Receiving IDP*

\_\_\_\_\_  
*Date*

Completed IDP Progress and Evaluation Forms will be attached at the end of the school year.

*Personnel File*

Based upon requirements of MCL 380.1526 and Teacher Tenure Act 38.83A, 38.92

**CHELSEA SCHOOL DISTRICT  
Individual Development Plan  
Progress and Evaluation Form**

Employee \_\_\_\_\_  
*Please print/type*

Administrator \_\_\_\_\_  
*Please print/type*

Others Present \_\_\_\_\_  
*Please print/type*

Date and Location of Meeting \_\_\_\_\_

**Administrator's Summary of Meeting:**

**Employee's Response (Optional):**

*Personnel File*

\_\_\_\_\_  
*Teacher's Signature*



APPENDIX E  
EXTRA-DUTY COMPENSATION AGREEMENT

All work, under Article XVII, Section 2 A, B, and C extra-duty compensation, is voluntary and can be terminated by either party at any time. If work is terminated, payment for services rendered will be paid. Extra-duty pay will be paid when work is certified, completed and processed by the Business Office.

In order to receive extra-duty compensation, an employee must sign a completed form. Work is not to be performed prior to a signed agreement. If work is performed prior to approval by both parties, it may not be compensated.

Name of Employee \_\_\_\_\_

Services Described:

Account Number to be Charged: \_\_\_\_\_

Number of Hours Approved \_\_\_\_\_

**Rate of Pay**

- A. Professional Development (PD), Art. XVII, Sec. 2 A     (\$13.00/hour)
- B. Professional Extra-Duty (PED), Art. XVII, Sec. 2 B     (\$28.00/hour)
- C. Extended-Year Pay, (EYP), Art. XVII, Sec. 2 C     (per diem)

\_\_\_\_\_  
Employee

\_\_\_\_\_  
Supervising Administrator

\_\_\_\_\_  
Superintendent or Designee

-----  
I certify that \_\_\_\_ hours have been completed on the following dates/times.

_____ Date	_____ Time	_____ Date	_____ Time
---------------	---------------	---------------	---------------

_____ Date	_____ Time	_____ Date	_____ Time
---------------	---------------	---------------	---------------

_____ Employee	Date	_____ _____
_____ Administrator	Date	_____ Date

APPENDIX F

**B2, B3, B4 RECOMMENDATION FORM**

This form is to be completed and submitted to the CEA negotiations chair and the Superintendent of Schools. Recommendations are for addition or deletion of position(s) or duties on B2, B3, or B4 schedules.

The Board or its designee is responsible for approving all positions or duties. Compensation must be negotiated between the Board and CEA. (See Article XVIII, Sec. 2 for procedures.)

Title of Position \_\_\_\_\_

- New Position (Complete Section I.)
- Duty Changes (Complete Section II.)

---

**I. POSITION RECOMMENDATION**

- A. 1. How much duty time will be beyond the regular work day?  
\_\_\_\_\_ hours \_\_\_\_\_ days or \_\_\_\_\_ other: Explain.
- 2. Description of work:
- 3. Any school day duties? \_\_\_\_\_ Yes; \_\_\_\_\_ No If yes, describe.
  
- B. What will be the average number of students per advisor/coach/employer? \_\_\_\_\_
- C. Total program budget: \_\_\_\_\_ (Do not include salary for this position.)
- D. Approximate preparation time: \_\_\_\_\_ hours; or \_\_\_\_\_ days; or \_\_\_\_\_ other (Explain.)
- E. How much equipment or other material will be managed by the employee?
- F. Are there any qualifications required or desired for this position?  
\_\_\_\_\_ Yes; \_\_\_\_\_ No If yes, what?
- G. What is the length of season?
- H. What is the number of events required of this position?
- I. Will there be any travel requirements? If yes, how much travel?

- J. Will this position require supervision of adults? If yes, explain number of adults and type of supervision.
  - K. Is this position similar to any other position on the B2, B3, or B4 schedules now? If yes, what position(s)?
- 
- 

**II. DUTY CHANGE RECOMMENDATION**

- A. List "additions" to duties being recommended:
  
  
  
  
  
  
  
  
  
  
- B. List "deletions" to duties being recommended;
  
  
  
  
  
  
  
  
  
  
- C. What will be the approximate increase or *decrease* in duty time for the changes proposed?  
Increased hours \_\_\_\_\_ or days \_\_\_\_\_ or other \_\_\_\_\_ (Explain.)  
Decreased hours \_\_\_\_\_ or days \_\_\_\_\_ or other \_\_\_\_\_ (Explain.)
  
- D. What percent of total duties of present job description do you think this change represents?  
\_\_\_\_\_ % increase or \_\_\_\_\_ % decrease

**\*\*Please attach any information to this recommendation you wish to have considered. \*\***

**I understand that this recommendation may or may not be considered for negotiations based on the approval of the Board and CEA as outlined in Article XVII (Sec. 2) of this agreement.**

Name \_\_\_\_\_ Date \_\_\_\_\_

++++  
**For office use only**

Date received by:

CEA Chair \_\_\_\_\_

Superintendent \_\_\_\_\_

**APPENDIX G**

**ASSIGNMENT/TRANSFER REQUEST  
(ARTICLE VI)**

Requests may be for internal postings or future openings.

1. Name of Employee \_\_\_\_\_
2. Present Assignment \_\_\_\_\_
3. Present Building \_\_\_\_\_
4. Length of Service in Present Assignment \_\_\_\_\_
5. Length of Service to Chelsea School District \_\_\_\_\_
6. List the assignments desired (i.e., 3<sup>rd</sup>, 4<sup>th</sup>, 5<sup>th</sup> grade, any lower elementary grade, middle school, English, math, science, high school, or any combination).  
\_\_\_\_\_  
\_\_\_\_\_
7. Provide any additional information you would like to have considered.  
\_\_\_\_\_  
\_\_\_\_\_

cc: Superintendent  
President of CEA  
Building Principal

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