

# **TEACHERS' MASTER CONTRACT**

2011-2012 2012-2013

"Together, challenging our children to succeed"

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#### **BRIDGMAN PUBLIC SCHOOL DISTRICT**

# **TEACHERS' MASTER CONTRACT**

#### 2011-2013

#### PREAMBLE

This Agreement is entered into this 27th day of June, 2011 by and between the Board of Education of the Bridgman Public School District, hereinafter called the "Board", and the Bridgman 5-C Education Association, MEA/NEA, hereinafter called the "Association".

It is mutually understood that the rights, benefits and protections granted herein refer only to employees of the Bridgman Public School District.

In consideration of the following mutual covenants, it is hereby agreed as follows:

# **ARTICLE 1 - RECOGNITION**

<u>Section 1</u>: The Board hereby recognizes the Bridgman 5-C Education Association, MEA/NEA, as the exclusive bargaining representative as defined in Section 11 of Act 379, Public Acts of 1965, for all certified teaching personnel, counselors and media specialists employed by the Bridgman Public School District who are under contract for a regular assignment, but excluding supervisory, administrative and executive personnel, office, clerical, maintenance, operating employees, substitute teachers, and all others identified as falling within these categories.

- (A) The term "teacher", when used hereinafter in this Agreement, shall refer to all employees represented by the Association in the bargaining or negotiating unit as above defined.
- (B) The term "Board" shall include its officers and agents. The Board agrees not to negotiate with any organization other than that designated as the representative pursuant to Act 379, Public Acts of 1965, for the duration of this Agreement, pertaining to the next succeeding school year.

# **ARTICLE 2 - ASSOCIATION RIGHTS AND RESPONSIBILITIES**

<u>Section 1</u>: The Board agrees that the teacher will not be coerced or discriminated against with respect to hours, wages, or any terms or conditions of employment because of his/her membership in the Association, participation in the Association activities, collective negotiations with the Board, or his/her institution of a grievance. The Association agrees that the Association shall not coerce nor discriminate against any employee by reason of his/her membership or lack thereof in the Association. The Association shall include its leadership and members.

<u>Section 2</u>: The Board agrees to permit the Association the use of school buildings without charge for Association meetings. All meetings shall have prior approval of the building principal. All general membership meetings shall be held outside of regular teacher hours and will be restricted to times when regular custodial personnel are on duty. Any additional maintenance or service charges will be assumed by the Association.

<u>Section 3</u>: The Board agrees to permit the Association the use of teacher mailboxes for purposes of distributing Association materials.

<u>Section 4</u>: The Board agrees to permit the Association the use of bulletin board space in the teachers' lounge of each building for the purpose of posting Association notices. Each notice shall be initialed by the Association President or Building Representative.

<u>Section 5</u>: The Association shall have the right to use school business equipment normally available for teacher use provided that the use thereof is strictly to serve the legitimate business needs of the Association. Use of said equipment shall be cleared with the building principal. Any costs incidental to such use shall be the obligation of the Association.

<u>Section 6</u>: The Board agrees, by consent of the building principal, to permit the Association officers (president, vice president, secretary, treasurer, executive director and one Association representative from each building) to travel from building to building within the school system during school hours when said officers do not have direct responsibility for the supervision of children, and provided that the responsibilities of the visited party or parties are not interfered with as expressed by consent of the principal of the building to be visited.

<u>Section 7</u>: Upon written request, the Board agrees to furnish the Association a copy of information pertaining to the official business of the Board, including financial information, as prescribed by Section 1202 of the School Code of 1976, MCL 380.1202. Examination of original records of above information shall be performed only in the office of the Board or its agents.

<u>Section 8</u>: Upon written request, the Board agrees to give the Association President prior notification of all Board meetings and provide the Association with a copy of each agenda, minutes and Treasurer's Report.

<u>Section 9</u>: The Board agrees that teachers shall be entitled to full rights of citizenship; and no religious or political beliefs of any teacher, or lack thereof, shall be grounds for any discipline or discrimination with respect to the professional employment of that teacher. The private and personal life of any teacher is not within the concern or attention of the Board unless the teacher's conduct adversely affects his/her relationship to students, the discharge of his/her teaching duties, or his/her image as a teacher in the community.

<u>Section 10</u>: The Board agrees the provisions of this Agreement and the wages, hours, terms and conditions of employment shall be applied without regard to race, creed, religion, color, national origin, age, sex or marital status. It is recognized that it is not improper to consider the sex of an employee with

respect to a position for which sex is a bona fide occupational qualification because the position requires direct locker room supervision of students.

<u>Section 11</u>: The Board agrees that nothing contained herein shall be construed to deny or restrict to any teacher rights he/she may have under any other laws.

<u>Section 12</u>: The Association will be allotted a total of seven (7) days per year to be used for Association business. These days are non-accumulative. The Association President will approve the use of said days and notify the building principal five (5) days prior to the requested date(s).

Six (6) additional days may be used by Association officers and leaders for Association business, or by bargaining unit members for leadership training and conferences with the cost of the substitute paid by the Association.

# ARTICLE 3 - BOARD OF EDUCATION RIGHTS AND RESPONSIBILITIES

<u>Section 1</u>: The Board, on its own behalf and on behalf of the electors of the District, hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties, and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of Michigan and of the United States including, but without limiting the generality of the foregoing, the right:

- (a) to the executive management and administrative control of the school system and its properties and facilities, and the professional activities of its employees;
- (b) to hire all employees and, subject to the provisions of law, to determine their qualifications and the conditions for their continued employment or their dismissal or demotion, and to promote and transfer all such employees;
- (c) to establish grades and courses of instruction including special programs, and to provide for athletic, recreational and social events for students, all as deemed necessary or advisable by the Board;
- (d) to approve the means and methods of instruction, the selection of textbooks and other teaching materials, and the use of teaching aids of every kind and nature; and
- (e) to determine class schedules, the hours of instruction, and the duties, responsibilities and assignments of teachers and other employees with respect hereto, and non-teaching activities, and the terms and conditions of employment.

<u>Section 2</u>: The exercise of the foregoing powers, rights, authority duties, and responsibilities by the Board; the adoption of policies, rules, regulations, and practices in furtherance thereof; and the use of judgment and discretion in connection therewith; shall be limited only by the specific and express terms of this Agreement and then only to the extent such specific and express terms thereof are in conformance with the Constitution and laws of the State of Michigan and the Constitution and laws of the United States.

<u>Section 3</u>: The Board may require medical certification of illness or disability where such a requirement is reasonable.

# **ARTICLE 4 - TEACHERS' RIGHTS AND RESPONSIBILITIES**

<u>Section 1</u>: Upon written request, each teacher shall have the right to review the contents of his/her personnel file located in the Central Administration Office. The teacher may request an Association member to accompany him/her in this review.

<u>Section 2</u>: If an administrator conducts a conference for the purpose of disciplining a teacher orally or in writing, the teacher shall be notified of this purpose in advance so that the teacher will have an opportunity to request a witness of his/her choice to be present. In addition, any conference between an administrator and teacher resulting in formal disciplinary action against the teacher shall have as an integral part of its proceedings the right of either party to request a witness of his/her choice. The only function of the witness of the aforementioned conferences will be to observe the proceedings of the conference. For purposes of this section, formal disciplinary action shall be defined as demotion, suspension, or discharge of the teacher in question.

<u>Section 3</u>: There will be no mandatory lunch room duty for teachers unless as a teaching assignment. Playground duty shall be assigned only during K-6 recess time and only if deemed necessary by the principal.

Section 4: The negotiations committee of the Association shall be permitted a reasonable number of meetings to be held at the conclusion of the work day.

<u>Section 5</u>: When a teacher is absent, the teacher is responsible for the preparation and submission of an emergency lesson plan which contains sufficient detail that a substitute teacher can reasonably be expected to carry on classroom instruction. This section shall not be construed to imply that a teacher is not responsible to prepare lesson plans for those days when the teacher is not absent. It is recognized that the nature and content of lesson plans prepared for the use of a substitute teacher are different than the nature and content of a lesson plan prepared by a teacher for his/her daily use.

<u>Section 6</u>: It is the sole responsibility of the teacher to maintain his/her teaching certification. The certification a teacher has on file with the school district at the time a decision is made will govern. The certification of a teacher is on file with the school district if the teacher has filed with the school district either an appropriate teaching certificate issued by the Michigan Department of Education or written evidence from the teachers education college that the teacher has met the requirements for the certification according to Section 1535 of the School Code, MCL 380.1535.

Section 7: Proper certification is necessary if the teacher is to work for the Bridgman Public Schools.

<u>Section 8</u>: Any case of assault upon a teacher shall be promptly reported to the administration. If a teacher is injured as a result of an assault, the administration will provide or arrange for first-aid treatment or, if necessary, call medical personnel on behalf of the teacher. This section shall not obligate the Board to pay for costs associated with the medical assistance.

# **ARTICLE 5 - TEACHING HOURS**

<u>Section 1</u>: The regular work day for all teachers shall cover a seven-and-one-half (7 1/2) hour time span. Teachers are expected to be accessible to students and parents in their classrooms, offices or assigned areas for a minimum of ten (10) minutes both prior to the start of the student school day and at the conclusion of the student school day. This will apply except for days on which necessary professional meetings are held. On Fridays and on days preceding holidays or vacations, teachers may leave at the close of the school day if no student or parent has requested a conference.

The parties agree that it is the intent to operate the instructional day between 7:30 a.m. and 3:45 p.m. If circumstances arise which conflict with this intention, the administration agrees to consult with the Association prior to implementing any changes.

The instructional day shall be adjusted to meet the minimum hours of instruction required by law, without additional compensation.

<u>Section 2</u>: All teachers shall be entitled to a thirty minute duty-free lunch period.

Section 3:

- A. The normal weekly teaching load shall include five (5) conference periods for full-time high school and middle school teachers. The length of the conference/preparation period shall be  $\pm$  5 minutes of 1/x (x = periods in a day). A period shall be defined as the time dedicated to core courses in that building. Assignment to a supervised study period shall not be considered as conference/preparation time for the purpose of this article.
- B. A conference/preparation period for elementary teachers shall be at least an average of thirty (30) minutes per day. This would include, but is not limited to, released time for such activities as physical education, music, etc.

For purposes of calculating planning time, itinerant teachers will have an equal amount of planning time as the teachers in the building where they spend the majority of their teaching assignment. Scheduling of itinerant teachers will take into consideration travel time between buildings.

<u>Section 4</u>: If bus scheduling requires that elementary students remain in the elementary building following the conclusion of the school day, the Board shall provide a designated area other than the classroom to accommodate these students.

<u>Section 5</u>: Should an act of God, or some other emergency, call for keeping students in their respective buildings beyond the end of the normal school day, teachers may be asked to remain with their students until such time as the emergency has ended or the students are sent home. Teachers shall have the right to refuse an order if it is perceived by the teacher that said emergency is dangerous to their health or well-being or that of their own family.

<u>Section 6</u>: The District shall employ sufficient classroom teachers to attain a pupil-teacher classroom ratio of not greater than thirty to one (30 to 1). Instructional personnel shall be used in determining this ratio. Students and teachers shall be counted on a full-time equivalency basis. Special Education students or teachers shall not be counted. This clause shall not apply to programs of an innovative nature nor to those which have large group instruction as an integral part.

<u>Section 7</u>: During parent-teacher conferences, teachers will be given release time equal to the time of the conferences if said conferences are scheduled beyond the regular workday. Parent-teacher conferences, if scheduled, will be held at least five (5) business days after the end of the marking period.

## ARTICLE 6 - TEACHING ASSIGNMENTS AND TRANSFERS

<u>Section 1</u>: <u>Elementary Teachers</u>. Every effort will be made to assign elementary teachers to the grade level of their choice and competency. Decisions concerning grade-level assignment will be finalized, when possible, by August 1. Teachers who will be affected by a change in grade assignment will be notified and consulted by their principal as soon as feasible. Such changes will be voluntary to the extent possible. Every effort will be made to avoid reassigning probationary elementary teachers to different grade levels unless the teacher requests such a change.

<u>Section 2</u>: <u>Middle School and High School Teachers</u>. Every attempt will be made to assign teachers to teach in their major and minor fields only. Teachers affected by a change in subject assignment will be notified and consulted by their principals as soon as feasible. Changes in subject assignment will be voluntary to the extent possible.

<u>Section 3</u>: Every attempt will be made to minimize transfers. However, teachers shall be subject to assignment and transfer at the discretion of the Superintendent of Schools. One of the several considerations to be used in exercising such discretion will be the teacher's length of service in the District, giving the teacher the option by seniority when possible when said transfer is consistent with qualifications required by the Michigan Department of Education.

<u>Section 4:</u> Teachers, who voluntarily agree to teach an overload assignment in lieu of a preparation period, will be compensated at a rate as follows: Teacher's salary divided by number of students days divided by 420 minutes equals per minute calculation. Multiply amount per minute times number of minutes in period times number of student days. This assignment will be posted in accordance with Article 7, Section 1, and determined on a year-to-year basis with no more than four overload sections per year district-wide. If a teacher is currently assigned a section and an overload is required in the same course, that teacher shall have first choice in accepting the overload. If not accepted, the applying teacher with the most seniority who is highly qualified will be assigned the overload.

#### **ARTICLE 7 - TEACHING VACANCIES AND PROMOTIONS**

<u>Section 1</u>: Whenever any vacancy in a bargaining unit position in the District shall occur, the administration shall publicize same by giving written notice of such vacancy by appropriate posting in every school building, including posting of such notices on the bulletin boards in the respective teachers' workrooms. When vacancies occur when school is not in session, the President of the Association or his/her designee shall be notified of such vacancy by the district. In addition, the district shall notify all certified teachers by email. The Board reserves the right to fill such positions on a temporary or interim basis when warranted by conditions. Positions filled on an interim basis shall be declared vacant at the conclusion of the school year and shall be subject to application. Vacancies will be posted internally for seven (7) school days or seven (7) business days when school is not in session.

<u>Section 2</u>: A vacancy shall be defined as a newly created position within the bargaining unit or a present position within the bargaining unit that becomes unoccupied by reason of the permanent separation (by resignation, death, discharge, or transfer, etc.) of the employee formerly in the position.

<u>Section 3</u>: If a vacancy occurs for which a teacher on layoff status is certified and qualified, the Board shall fill the vacancy in accordance with this Article. Should no qualified staff member apply, the Board shall fill the vacancy through recall of the teacher on layoff status in accordance with Article 14.

# **ARTICLE 8 - ABSENCE WITHOUT LOSS OF PAY**

<u>Section 1</u>: All contracted professional personnel of this school will be allowed a total of ten (10) days of absence each year without loss of salary for the following reasons:

- (a) Personal illness or quarantine.
- (b) Serious illness in the immediate family (husband, wife, child, stepchild, mother, father, stepmother, stepfather, brother, sister, mother-in-law, father-in-law, grandchild, grandparent, a member of the household, or a person with whom one has had an association equivalent to family ties) shall be considered as the immediate family. For any such illness, the teacher may utilize not more than five (5) days per illness to make arrangements for care.
- (c) If a teacher knows that he/she will be absent for more than two (2) consecutive days, he/she shall contact the building principal by telephone as soon as possible prior to the absence.
- (d) If a teacher is absent for a period of five (5) or more consecutive school days due to illness or injury, the school administration may require that a doctor's certificate be furnished before payment of sick leave is granted. This certificate shall state the nature of the illness, that the teacher in question is physically unable to return to work, and the anticipated length of time that the teacher will be unable to return to work. If the teacher's absence extends for more than thirty (30) consecutive school days, the school administration may require additional doctor's certificates before continuing any payment of sick leave hereunder, but such certificates shall not be requested more frequently than once every month. If a teacher fails to provide such doctor's certificate when requested by the school administration, then the Board shall have no further obligation for payment of sick leave.

<u>Section 2</u>: At the end of each year, any unused portion of the ten (10) days (Section 1) shall become accumulative to a limit of one hundred fifteen (115) days and may be used at a subsequent time for the reasons listed in (a) and (b) only. It shall be understood that the one hundred fifteen (115) days shall not include the ten (10) days of the current school year.

<u>Section 3</u>: The sick pay provided for in this Article shall be available to the teacher on a pro rata basis and charged against the teacher's sick leave accumulation when the teacher is absent and eligible to receive compensation under social security, disability, teacher retirement disability, worker's compensation, or employer-provided short or long term disability insurance. Such pay shall be used to offset the difference between such disability subsidy and the teacher's normal net pay after applicable taxes, but shall not entitle the teacher to collect more than one hundred percent (100%) of the normal net pay after applicable taxes. Pay under this section shall not exceed the amount of leave the teacher has accrued at the onset of the illness or disability.

<u>Section 4</u>: Upon written request and prior approval, each teacher shall be permitted two (2) days of personal leave to take care of business of a nature which cannot be conducted after working hours, on weekends or during vacation periods. No personal leave days shall be granted on the day before or following a holiday or vacation period except in unusual circumstances. Personal leave may not be used for recreational or social purposes. Requests for personal leave should be made in writing on forms provided for that purpose. The decision concerning the approval will be made by the principal, subject to review by the superintendent.

<u>Section 5</u>: Upon written request and prior approval, teachers may be granted three (3) days of professional leave. Professional leave shall refer to such activities as deemed relative to professional growth in one's assigned or proposed assigned field. Should professional leave be granted, all expenses incurred as a result of same shall be borne by the teacher. The decision concerning the approval will be made by the principal, subject to review by the superintendent.

<u>Section 6</u>: If a teacher becomes ill and has already utilized his/her illness leave, he/she may request to use his/her personal leave days as part of his/her illness leave. However, professional and personal leave days may not be accumulated as illness leave days.

<u>Section 7</u>: Teachers shall be granted up to five (5) days' absence due to death in the immediate family as defined above. These days shall not be discounted from sick leave and shall not be accumulative.

<u>Section 8</u>: Teachers shall be eligible to apply for sabbatical leave after seven (7) consecutive years of employment in the school system. Teachers may receive a full year at half-pay on the salary schedule of the last year of their employment. Teachers granted a sabbatical leave must return to the school system for the two (2) years immediately following the leave or be legally responsible for the return to the District of the full amount of the salary received from the District. Legally binding agreements shall be provided for those granted a leave. The sabbatical leave must be for professional improvement and requires the prior written approval of the school administration and the Board. Salary increments shall not accrue. Written notice to either return or resign shall be given to the Superintendent of Schools by March 1 of the year in which the leave expires. The administration shall advise the teacher, in writing, no later than February 1 of the year in which the leave expires of the teacher's duty to provide the aforementioned written notice to the Superintendent of Schools by March 1. If the teacher fails to provide the aforementioned written notice to the Superintendent of Schools by March 1 of the year in which the leave expires, this shall constitute the teacher's resignation from employment.

<u>Section 9</u>: If a teacher is absent because of jury duty, he/she shall not lose any salary or benefits. However, any compensation received by such teacher for this jury duty (other than mileage) shall be given to the Board. The Board may request the teacher to ask proper judicial authorities to excuse or delay jury duty when the teacher's absence may cause a hardship to the District.

<u>Section 10</u>: Sick leave and/or other paid leave taken under this Article shall be charged against the teachers' entitlement to leave under the Family and Medical Leave Act where applicable as permitted by the Act.

# **ARTICLE 9 - UNPAID LEAVE OF ABSENCE**

<u>Section 1</u>: The Board may grant a leave of absence to any teacher for a period not to exceed one (1) year, subject to renewal at the will of the Board. The following conditions shall apply to all extended leaves of absence:

- (a) Sick leave days shall not accrue, but unused sick leave held at the start of the leave shall be reinstated.
- (b) Written notice to either return or resign shall be given the Superintendent of Schools by March 1 of the year in which the leave expires. The administration shall advise the teacher, in writing, no later than February 1 of the year in which the leave expires of the teacher's duty to provide the aforementioned written notice to the Superintendent of Schools by March 1. If the teacher fails to provide the aforementioned written notice to the Superintendent of the Superintendent of Schools by March 1 of the year in which the leave expires, this shall constitute the teacher's resignation from employment.
- (c) Re-employment prior to the expiration of the leave shall be at the discretion of the Board, and re-employment for the beginning of a new school year shall be in accordance with the Michigan teachers' tenure act.

<u>Section 2</u>: Upon written application and Board approval, a leave of absence without pay for up to one (1) year may be granted for a study related to the teacher's licensed field. Salary increments shall not accrue.

<u>Section 3</u>: Upon written request and Board approval, any teacher whose personal illness extends beyond accumulated sick leave days may be granted a leave of absence without pay not to exceed one (1) year. Upon return from leave, the teacher will be placed in the same position, provided a vacancy exists. Before the teacher returns from such leave, the Board may require a certificate of good physical and mental health from a properly licensed doctor. Salary increments shall not accrue.

<u>Section 4</u>: Upon request, a teacher shall be granted an unpaid leave of absence for up to two (2) semesters to care for the teacher's newborn or newly adopted child.

<u>Section 5</u>: To the extent required by the provisions of the federal Family and Medical Leave Act, an eligible teacher shall be granted leave for the purposes and subject to the terms and conditions as provided by that law.

<u>Section 6</u>: Upon written request and Board approval, the Board may grant a leave of absence without pay for reasons not previously mentioned but considered justified by said Board. This power is purely discretionary in nature.

Section 7: Administration of policy:

- (a) A record shall be kept for each employee of the Board on which there shall be a continued accounting of sick leave credit.
- (b) At the beginning of each year, a report shall be made to each employee of the Board indicating the amount of sick leave to his/her credit.
- (c) Holidays, vacations, or days when school is canceled because of circumstances beyond human control occurring during illness shall not be considered deductible from the employee's sick leave accumulation.

- (d) The question of employing a substitute or replacement for an absent employee has no relation to deductions made under this policy.
- (e) No payment under the sick leave policy shall be made beyond the date of resignation, death or retirement of an employee.
- (f) The daily deductions from the salary made under this policy shall be made by dividing the base salary by the number of work days indicated in the master contract.
- (g) Teachers will be notified immediately of any deductions in pay because of absence and will be given the reasons for such deductions.
- (h) Teachers may choose which paychecks, either their next succeeding or final check, from which such pay will be deducted.
- (i) Teachers asked to substitute on an individual class basis shall be paid at the rate of \$15.00 per class. Payment made for substitution on an individual class basis shall be made as it accumulates.

### **ARTICLE 10 - TEACHER EVALUATION**

<u>Section 1</u>: All teacher evaluations, both probationary and tenured, shall include a teacher evaluation report agreed upon in Appendix E. All evaluations shall be conducted in conformance with the provisions and timelines set forth in the following:

- (a) Two classroom observations of not less than 45 minutes per session will be used to create an evaluation report for tenured teachers. The tenured teacher observations will be held more than 60 days apart unless mutually agreed to shorten the interval. Tenured teachers identified as a Master Teacher may select to be evaluated in their ability to meet a professional growth goal. The teacher shall make that decision in September of the following school year. Three observations will be required for non-tenured teachers to produce an evaluation report. The first and third evaluation will be more than 60 days apart unless mutually agreed on to shorten the interval. The annual year-end evaluation shall include at least an assessment of teacher's progress in meeting the goals of his/her Individualized Development Plan. All forms, procedures, actions, and benefits will represent School Code Section 1249 and 1250 compliance.
- (b) All formal teacher evaluations and observations made on the above reports shall be discussed between the teacher and the administrator or person making the formal evaluation, and the teacher shall so indicate such discussion by signing the evaluation. The teacher's signature on the document does not indicate agreement on the report but receipt of it.
- (c) Teachers will be provided with a written statement regarding each observation made for the purpose of a formal evaluation. Every effort will be made to provide the teacher with a written statement within ten (10) working days after the observation.
- (d) It is understood by the parties that a major purpose and intent of evaluations is to improve the performance of the teaching staff. Formal evaluations of teachers shall include reference to strengths as well as weaknesses, when identified.
- (e) All teachers will be evaluated each year by June 1<sup>st</sup>.
- (f) No teachers shall be observed during the first or last two (2) weeks of the school year for the purpose of evaluation.
- (g) An assessment of a teacher's performance as minimally effective or ineffective must be supported by observation or documentation to support the conclusion made by the evaluator. Should the information demonstrate that an employee has any area that needs improvement, the evaluator shall develop in consultation with the teacher a plan of improvement which:
  - 1. Identifies specifically the area that needs improvement.
  - 2. Provides the employee with specific, appropriate written recommendations for improvement, which are stated in behavioral terms, measurable and observable.
  - 3. Develops a fair and workable timeline for such improvement. This timeline shall include follow-up visit(s) to evaluate the area(s) of concern.
  - 4. Provide a positive program of assistance that may include materials, resources, consultant services and sufficient time during the school day to implement the recommendations of the evaluator.
- (h) Each observation shall be made in person. All monitoring or observation of work of a teacher shall be conducted openly and with full knowledge of the teacher.
- (i) Teachers must be evaluated annually. The evaluation process must have multiple rating categories using national, state, and local assessments or other objective criteria. The evaluation must provide timely and constructive feedback and multiple opportunities for improvement.
- (j) Evaluations should be used to help make decisions about the following: retention and promotion of teachers; in recommending tenure and advanced certification; and helping teachers improve in their teaching practices (particularly when there are deficiencies) by providing ample opportunities to improve; and to provide pay for performance.

- (k) The greatest weight should be placed on local assessments, such as end-of-course tests, preand post-tests, teacher-developed tests, and student artifacts (projects and portfolios); however, there should be a correlation of achievement with state and national standards/assessments, and grades. Each teacher must be rated as highly effective, effective, minimally effective, or ineffective as required by legislation and reported to the Michigan Department of Education beginning in the spring of 2012.
- (1) Consideration must be given to students who have not been enrolled in the school for a full year, have poor attendance records, have had extensive periods of suspension, or have been expelled, students who have been home-schooled, are disruptive to others, have special needs, are ESL (English as a Second Language) students, or any students of concern to the administrator and/or teacher. In addition, the teacher shall demonstrate strategies utilized to overcome these obstacles.
- (m) For complete teacher evaluation, at least two, preferably three years of student performances data must be used.

<u>Section 2:</u> Copies of all teacher evaluations shall be forwarded to the superintendent and subsequently placed in the teacher's file.

<u>Section 3:</u> Both parties agree to have a committee to review the processes and forms at the end of each year for the term of this agreement.

# **ARTICLE 11 - GRIEVANCE PROCEDURE**

Section 1: Right to File

Any individual teacher, group of teachers, or the Association, believing that there has been a violation, misinterpretation, or misapplication of any provision of this Agreement, may file a grievance with the Board through its designated representative. The Board hereby designates as its representative for such purpose, the Building Principal in each school building and the Superintendent of Schools when the particular grievance arises in more than one school building or is directed against the principal.

Section 2: Rights Under Law

Nothing herein shall deny or restrict any person covered by this Agreement or either party from exercising the rights or seeking redress under any applicable law.

Section 3: Individual Right

Any individual grievance filed by a teacher shall be made known to the Association by the Board through its designated representative.

Section 4: Prior Adjudication

No dispute pertaining to this contract which has first been adjudicated through any court of law or administrative agency of the State or Federal Government may then be processed through this grievance procedure.

Section 5: Form of Grievance

A grievance shall be presented in writing and shall specify the following: 1) aggrieved party(ies); 2) date(s) of occurrence; 3) party(ies) involved; 4) the specific provision(s) of this Agreement cited and how the grievant claims the Agreement has been violated, misinterpreted or misapplied; and 5) relief desired.

<u>Section 6</u>: All teachers who possess adverse claims, or whose rights might be adversely affected by a grievance, must submit such claims or rights for determination in the same grievance proceeding.

Section 7: Procedure

The grievance procedure shall operate as follows:

- a. The teacher or his/her designee shall meet informally with their building principal or the superintendent, if the grievance is to be initiated at that level, and try to resolve the problem. If this informal meeting does not resolve the problem, the teacher shall have ten (10) days from the date of the occurrence of any alleged contract violation to file for relief in writing with his/her principal or supervisor.
- b. Principals shall have five (5) days within which they may respond to a grievance.
- c. Within ten (10) days following the principal's response or fifteen (15) days after the initial filing, a grievance may be appealed to the Superintendent.

- d. The Superintendent shall have fifteen (15) days after appeal to him within which he shall respond to a grievance.
- e. Within twenty (20) days following the Superintendent's response, the grievance may be appealed to the Board of Education or to designated representatives of the Board (to consist of three (3) members of the Board). The Board or its designated representative shall thereupon schedule a hearing at the earliest reasonable date.
- f. Within twenty (20) days following the Board's response, the grievance may be submitted to binding arbitration by filing a demand for Arbitration with the American Arbitration Association. Individual teachers shall not have the right to submit grievances to binding arbitration. Such authority is vested solely with the union. The selection of an arbitrator and the procedures governing arbitration shall be in accordance with the rules and procedures of the American Arbitration Association provided, however, that the Association shall be solely authorized to file for arbitration.
- g. All costs of arbitration shall be borne by the party whose case does not prevail.
- h. For purposes of this Article, the term "days" shall be defined as "school days" during the regular academic year and the business days when the central administration office is open during the summer.

#### Section 8: Powers of the Arbitrator

The Arbitrator shall be empowered, except as limited herein, to make a decision binding upon the parties and to grant such relief as will implement the Agreement of the parties; provided, however:

- a. The arbitrator may not add to, subtract from, disregard, alter or modify any of the terms of this Agreement.
- b. The arbitrator shall have no power to establish salary scales.
- c. The arbitrator may not change any practice, polity or rule of the Board not inconsistent with the Agreement, nor may he substitute his judgment for that of the Board as to the reasonableness of any practice, policy or rule not inconsistent with this Agreement.
- d. The arbitrator shall have no power to decide procedural questions relating to discharge under the Teacher's Tenure Act as long as it exists in its current or amended form.
- e. The arbitrator shall have no power to rule on any matters specified as nongrievable items in Section 12 below.

#### Section 9: Claims for Back Pay

a. All claims for back pay shall be limited to the amount of wages that the employee would otherwise have earned, less any interim earnings or unemployment compensation received by the grievant during the period for which back pay is claimed, together with interest at the statutory rate established for interest on judgment.

- b. No decision in one case shall require a retroactive wage adjustment in any other case or for any other employee unless other cases are filed and pending on the representative case.
- c. The Board will not be required to pay back wages for more than ten (10) days prior to the date a written grievance is filed, except that in the case of continuing violation, back wages will be limited to no more than one year prior to the date of filing the grievance.

## Section 10: Failure of Appeal

If no appeal is made in any stipulated period, a grievance shall be considered abandoned. If no response is made, the grievance shall automatically proceed to the next step.

## Section 11: Time Limit

Any time limit or step provided in this Article may be waived in writing by mutual consent.

Section 12: Non-Grievable Items

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

- a. Failure to re-employ or the termination of services of any probationary teacher.
- b. The placement of a teacher on a third year of probation.
- c. Failure to employ or re-employ a teacher in an extra-duty assignment.
- d. Discharge or demotion under the provisions of the Michigan Teacher's Tenure Act as long as it exists in its current form or amended form.
- Section 13: Location of Arbitration Hearings

The parties mutually agree that all arbitration hearings held during the duration of this Agreement shall be held at a school district facility unless otherwise mutually agreed.

## ARTICLE 12 - PROFESSIONAL COMPENSATION AND METHODS AND PAYMENT

Section 1: Refer to Appendix A-1, A-2, and A-3 relative to salary schedules; Appendix B relative to fringe benefits; and Appendix C relative to extracurricular activities.

<u>Section 2</u>: Salary advancements, either through step increments or schedule improvements, are dependent upon satisfactory evaluations of previous assignments and are not to be considered automatic. A minimum of two (2) written evaluations shall be conducted by the building principal prior to June 1 of each fiscal year if salary advancements are to be withheld. If weaknesses exist in evaluations, constructive criticism will be given.

<u>Section 3</u>: Paychecks shall be distributed no later than 1:00 p.m. and the Board shall endeavor to distribute paychecks no later than 11:00 a.m. Paychecks shall be distributed on alternate Fridays beginning with the first Friday which concurs with the payroll schedule of the administrative and non-instructional personnel, after school opens. Each pay shall be, at the option of the teacher, either one twenty-second or one twenty-sixth of the contract salary, less legal and teacher-authorized deductions. Teacher shall notify the school district no later than August 15 of each year which of the foregoing options they elect.

Teachers electing to receive twenty-six (26) equal pays shall also have the option of receiving a lump sum at the close of the academic school year in accordance with Section 6 below.

Teachers electing to receive twenty-two (22) equal pays shall be paid no later than the 14th day following the end of the work period in which the wages are earned.

<u>Section 4</u>: Teachers terminating employment with the Bridgman Public School District shall be paid fully, in lump sum, all contractual monies due them. This payment will occur at the conclusion of the pay period immediately following their resignation.

<u>Section 5</u>: The Board shall assist teachers terminating employment to help them determine the proper procedure for recovering contributions made to the Michigan Public School Employees Retirement Fund.

<u>Section 6</u>: Teachers may elect to draw in a lump sum all monies earned, at the close of the academic school year. Said request must be made in writing prior to March 1. The monies shall be incorporated in the check which follows the first data processing payroll submittal date after the close of the school year.

<u>Section 7</u>: Compensation for the discharging of extra-curricular duties shall be paid in full at the conclusion of the activity in question.

<u>Section 8</u>: For the purpose of advancement on the salary schedule, semester hours granted beyond the Bachelor's and/or Master's Degree must be earned in graduate courses which are in a degree program in which the teacher is enrolled, graduate courses which are in the teacher's area of assignment, or other graduate courses which the Superintendent may approve. To advance from the "BA/BS" salary column to the "BA+15" salary column, only courses taken after the date the teacher acquired the bachelor's degree may be counted. To advance from the "MA/MS" salary column to the "MA+15", "MA+30", or "MA+45" salary column, only courses taken after the date the teacher acquired the master's degree may be counted.

<u>Section 9</u>: In the employment of teachers new to the Bridgman Public School District, outside teaching experience may be granted on the schedule up through eleven years on the BA and twelve years on MA.

<u>Section 10</u>: The salary of any teacher employed during mid-year or part-time shall be in direct proportion to the salary schedule.

<u>Section 11</u>: Advancement from one column of the salary schedule to another shall occur at the semester following completion and submission of evidence of the required amount of graduate work.

<u>Section 12</u>: Teachers attending professional meetings or conferences shall have prior approval of their building principal and Superintendent. Only those conference or meeting expenses approved by the building principal will be paid by the District. When mileage expenses are paid, the rate shall be \$.40 per mile. Other expenses that may be paid with prior approval of the principal and Superintendent include conference registration fee and lodging and meals.

<u>Section 13</u>: Teachers who are assigned a daily (every instructional day) teaching responsibility during the student instructional day at two or more buildings; i.e. Immanuel Lutheran building, the elementary school, the middle school building or the high school building, shall be reimbursed, for expenses, \$100.00 per year, plus actual mileage at the current mileage rate established by the district for necessary travel between two or more district school buildings during said instructional day.

<u>Section 14</u>: Upon appropriate written authorization from the bargaining unit member, the Employer shall deduct from the wages of any such member and make appropriate remittance for annuities, MESSA programs not fully Employer-paid, credit union, charitable donations, or any other plans or programs jointly approved by the Association and the Board.

Staff members shall be paid only actual mileage at the current mileage rate established by the district for necessary travel between two or more school buildings during the student instructional day. If, however, their teaching assignment is such that they have daily teaching responsibilities as defined in the first paragraph of this Section, they shall receive actual mileage as defined, plus \$100.00 expense reimbursement:

Said actual mileage must be claimed on Records Day each semester on forms provided by the business office and will be paid immediately following the regularly scheduled Board of Education meetings in February and July.

All teachers who by definition are eligible for the \$100.00 expense reimbursement will receive same immediately following the regularly scheduled Board of Education meeting in June.

#### ARTICLE 13 - SCHOOL CALENDAR BRIDGMAN PUBLIC SCHOOLS 2011-12 School Year

Aug.	31	Professional Development Day
Sept.	1	Teacher Preparation
-	5	No School – Labor Day
	6	First Day of School – ½ day – grades K-12
	12-23	NWEA Test Window
Oct.	28	Professional Development - No school for students
Nov.	4	End First Marking Period
	14	BHS Parent/Teacher Conf. (5-8 p.m.)
	15	RMS Parent/Teacher Conf. (4-7 p.m.)
	16	BES (5-8 p.m.), RMS (5-8 p.m.), BHS (5-8 p.m.) Parent/Teacher Conf.
	17	BES (12:45-3:45 p.m. & 5-8 p.m.) & RMS (12-3 p.m.) Parent/Teacher Conf. (1/2 day - grades K-8)
	18	No School
	23	No School - Thanksgiving Recess
	24	No School - Thanksgiving
	25	No School - Thanksgiving Recess
Dec.	26	No School – Winter Break Begins
Jan.	9	School Resumes
	16	Professional Development – No school for students (Martin Luther King Day)
	24/25	Semester exams ( $\frac{1}{2}$ day – grades 9-12)
	26	Semester exams (1/2 day – grades 9-12) End of 1 <sup>st</sup> Semester
	27	Teacher Records Day – No school for students
Feb.	6-16	NWEA Test Window – Optional (See Note #2 Below)
	17	No School – Presidents' Day Recess
	20	No School – Presidents' Day
March	1 6	Professional Development – No school for students grades K-10,12 11 <sup>th</sup> take ACT test
	23	End Third Marking Period
	27	RMS (4-7 p.m.) & BHS (5-8 p.m.) Parent/Teacher Conf.
	28	BES & RMS Parent/Teacher Conf. (5-8 p.m.) (½ day – grades K-8)
	20	BES (12:45-3:45 p.m. & 5-8 p.m.) & RMS (12-3 p.m.) Parent/Teacher Conf. ( $\frac{1}{2}$ day – grades
	<i>L</i> , <i>J</i>	K-8)
	30	No School – Spring Break Begins
April	9	School Resumes
-	11-25	NWEA Test Window
May	4	Professional Development – No school for students
•	7-18	NWEA (Optional) – see Note 2.
	28	No School - Memorial Day
June	4	Final exams (½ day – grades 9-11)
	5	Final exams $(\frac{1}{2} \text{ day} - \text{grades 9-11})$
	6	Final exams (grades 9-11) - Last Day of School - 1/2 day students K-12, 1/2 day teacher records
	7	Teacher Records Day No school for students

1. 176.5 teacher days, 169 student days

2. This is optional. Teachers may elect to test all students or selected students as the need arises.

3. Teacher orientation and in-services shall be planned cooperatively by the Administration and teaching staff.

NOTE: The school district shall be entitled to reschedule any days/hours lost in the event schools are closed for reasons beyond the control of the school district which do not allow such days/hours to be counted as days/hours of student instruction. The rescheduling of such days/hours shall not entitle employees to additional compensation. Teachers will not be required to report on days/hours when schools are closed. Any days/hours which need to be made up will be added as an extension of the school year in June.

## **ARTICLE 14 - REDUCTION IN TEACHING PERSONNEL**

A. It is recognized that it is within the sole discretion of the Board to reduce its educational program, curriculum, or staff. Whenever the Board determines that a reduction of teaching staff is necessary, the following procedure shall apply to the layoff and recall of teaching personnel. The teacher and Association shall be notified sixty (60) days prior to the end of the school year (June 30) for layoffs effective the beginning of the first semester and sixty (60) days prior to the first day of the second semester for layoffs effective the beginning of the second semester.

- 1. Probationary teachers shall be laid off first, provided there are fully qualified and certified tenured teachers available to perform the duties of the position the probationary teacher is vacating, or when the position the probationary teacher is vacating is being eliminated.
- 2. If a reduction in personnel is still necessary, then tenured teachers will be laid off, provided that a fully qualified and certified tenured teacher is available to perform the duties of the position the tenured teacher is vacating.
- B. In determining the order of layoff and the order of recall to available positions, the Board will retain or recall those teachers who are most qualified to perform the remaining or available teaching positions.
- C. In determining qualifications for retention or recall under this Article, the following criteria shall apply:
  - 1. Grades K 4
    - (a) Possession of a life, provisional, permanent, professional or continuing certificate from the State of Michigan for Grades K 6 or K 8 or K 12 and
    - (b) Successful classroom teaching experience within the past eight (8) years at the K 6 level, or
    - (c) Where no teachers possess successful classroom prior teaching experience in the K 6 level, then student teaching experience at the K 6 classroom level.
    - (d) Other qualifications as may be required by the Michigan Department of Education such as highly qualified teacher status.
  - 2. Grades 5 6
    - (a) Possession of a life, provisional, permanent, professional or continuing certificate from the State of Michigan for Grades K 6 or K 8 or K 12 and
    - (b) Successful classroom teaching experience within the past eight (8) years at the K 8 level, or
    - (c) Where no teachers possess successful classroom prior teaching experience in the K 8 level, then student teaching experience at the K 8 classroom level.
    - (d) Other qualifications as may be required by the Michigan Department of Education such as highly qualified teacher status.

- 3. Grades 7 8
  - (a) Possession of a life, provisional, permanent, professional or continuing certificate from the State of Michigan for Grades K 8 or 7 12 or K 12 and
  - (b) A major or minor (or equivalent credit hours) in the specific teaching area to which the teacher is to be assigned, or
  - (c) Successful classroom teaching experience during the past five (5) years in the specific teaching area, or
  - (d) Where no teachers possess successful classroom prior teaching experience in the specific teaching area, student teaching experience in the specific teaching area.
  - (e) Other qualifications as may be required by the Michigan Department of Education such as highly qualified teacher status.
  - NOTE: 7th and 8th grade teachers do not need to be North Central credited to teach at the 7th and 8th grade levels.
- 4. Grades 9 12
  - (a) Possession of a life, provisional, permanent, professional or continuing certificate from the State of Michigan for Grades 7 12 or K 12, and
  - (b) A major or minor (or equivalent credit hours) with a sufficient number of credit hours to meet the requirements of North Central Association of Secondary Schools and Colleges in the specific teaching area to which the teacher is to be assigned, or
  - (c) Successful classroom teaching experience within the past five (5) years in the specific teaching area with a sufficient number of credit hours to meet the requirements of the North Central Association, or
  - (d) Where no teachers possess prior successful classroom teaching experience in the specific teaching area, student teaching experience in the specific teaching area.
  - (e) Other qualifications as may be required by the Michigan Department of Education such as highly qualified teacher status.
- 5. Grades K 12

Special certification in the specific teaching areas, such as art, music, and physical education, and other qualifications required by the Michigan Department of Education; successful teaching within the past five (5) years within the specific subject matter or assignment to which the teacher is to be assigned.

6. Special Programs

For special programs which the Board may from time to time establish, such as gifted and talented or alternative education, successful teaching experience within the past five (5) years; or where no teacher possesses prior successful teaching experience, completion of special course work in the given teaching area, such as college course credits, in-service training, seminar attendance, etc.

7. As used in this Article, classroom teaching shall not include either assignments in art, music, physical education or other special courses requiring special certification from the Michigan Department of Education as set forth in Paragraph 5 above, or assignments to special programs as set forth in Paragraph 6 above.

NOTE: Classroom teaching experience is defined as experience with the age groupings referred to in Section C, not necessarily meaning a physical classroom.

- D. As among those teachers whose qualifications as defined above are identical, the following point system shall be used to determine their respective qualifications for job retention or recall, with the teachers being arranged in order of greatest number of points:
  - 1. One point per full year of full time teaching experience in the Bridgman Public Schools (September June equals ten (10) months). Part-time teaching and/or less than full year teaching experience will be prorated.
  - 2. Certification held:
    - (a) Two points for permanent or continuing certificate.
    - (b) One point for provisional certificate.
- E. As among those teachers whose qualifications and points are identical, the teacher with the greatest seniority within the District shall be retained or recalled first. Seniority shall commence with the earliest of the following dates: letter of intent, first day of work, date of individual contract, or Board action. Seniority shall continue to accrue without interruption unless the teacher resigns or is terminated.
- F. Where teachers' qualifications, points, and seniority are identical, the teacher who has the earliest birth date will be retained.
- G. Teachers are responsible to provide to the Board by no later than October 15 of each year, information concerning additional semester or quarter hours, degrees, or certifications earned during the preceding year if they desire that information be included in determining their respective qualification points.
- H. The Board shall compile and keep current a qualification point list and provide the Association a copy of said list prior to December 15. It is expressly understood that the Association President or his/her designee shall, with the Administration, review the layoff list prior to notification of the individuals to be laid off.
- I. Any layoff pursuant to this Agreement shall automatically terminate the individual's employment contract and all benefits allowed except for insurance benefits. If a teacher is laid off after working any portion of a school year, the teacher will receive insurance coverage for two months from the last working day.
- J. Recall shall be made in person; or if personal contact cannot be made, then notice of recall shall be made by certified mail, return receipt requested, forwarded to the last address provided to the Superintendent's office by a teacher, or to any agent named by a teacher and empowered by the teacher with a power of attorney. In all such cases, the Association shall be notified simultaneously.
- K. The teacher will have fifteen (15) days from the date of personal notification of recall or mailing of the recall notification to accept or reject the offer of recall. If a teacher does not accept the

offer of recall in writing within this fifteen (15) day period, this shall constitute the teacher's resignation as an employee of the school district and all seniority and job rights shall be lost; provided, however, that this shall not result if the teacher was permitted by the Michigan Teachers' Tenure Act to decline the offer of recall because the teacher was under contract with another Michigan public school district at the time of the recall.

L. If a probationary teacher is not recalled within two (2) years from the effective date of his/her lay off, the teacher shall lose all seniority and recall rights. If a tenured teacher is not recalled within four (4) years from the effective date of his/her lay off, the teacher shall lose all seniority and recall rights.

# **ARTICLE 15 – AGENCY SHOP**

#### Section 1: Service Fees

Each bargaining unit member shall, as a condition of employment:

- a. On or before thirty (30) days from the date of commencement of duties or the effective date of this Agreement, whichever is later, join the Association, or
- b. Pay a Service Fee to the Association, pursuant to the Association's "Policy Regarding Objections to Political-Ideological Expenditures" and the Administrative Procedure adopted pursuant to that policy. The Service Fee shall not exceed the amount of association dues collected from association members. The bargaining unit member may authorize payroll deduction for such fee. In the event that the bargaining unit member shall not pay such Service Fee directly to the Association, or authorize payment through payroll deduction, the Employer shall, pursuant to MCLA 408.477; MSA 17.277(7) and at the request of the Union, deduct the Service Fee from the bargaining unit member's wages and remit same to the Association. Payroll deductions made pursuant to this provision shall be made in equal amounts, as nearly as may be, from the paychecks of each affected bargaining unit member. Monies so deducted shall be remitted to the Association, or its designee, no later than twenty (20) days following deduction.

#### Section 2: Objections Policy

Pursuant to <u>Chicago Teachers Union v Hudson</u> 106 S Ct 1066 (1986), the Union has established a "Policy Regarding Objections to Political-Ideological Expenditures." That Policy, and the Administrative Procedures (including the timetable for payment) pursuant thereto, applies only to non-association bargaining unit members. The remedies set forth in that policy shall be exclusive, and unless and until such procedures, including any administrative or judicial review thereof, shall have been availed of and exhausted, no dispute, claim or complaint by an objecting bargaining unit member concerning the application and interpretation of this Article shall be subject to the grievance procedure set forth in this Agreement, or any other administrative or judicial procedure.

#### Section 3: Dues Deductions

Any bargaining unit member who is a member of the Union, or who has applied for membership, may sign and deliver to the Employer an assignment authorizing deduction of dues, assessments and contributions to the Association as established by the Association. Such authorization shall continue in effect from year-to-year unless revoked according to the procedures outlined in the Michigan Education Association (MEA) Constitution, Bylaws and Administrative Procedures. Pursuant to such authorization, the Employer shall deduct one-tenth of such dues, assessments and contributions from the regular salary check of the bargaining unit member each month for ten (10) months, beginning in September and ending in June of each year.

<u>Section 4</u>: The accounting system of the Association shall not be a responsibility of the Business Office of the Board.

## **ARTICLE 16 - NEGOTIATIONS PROCEDURES**

<u>Section 1</u>: Anytime after April 1 prior to the expiration of this Agreement, the Board and Association bargaining representative may begin negotiations for an agreement pertaining to the ensuing school year(s) contingent upon either party notifying the other in writing at least thirty (30) days in advance.

<u>Section 2</u>: In the negotiations procedure, neither party shall have any control over the selection of the negotiating or bargaining representatives of the other party. It is recognized that no final agreement between the parties may be executed without ratification by a majority of the Board and by a majority of the membership of the Association; but the parties mutually pledge that the representatives selected by each shall be given all necessary power and authority to make proposals, consider proposals, and make concessions in the course of negotiations or bargaining, subject only to such ultimate ratification. Such representatives shall be empowered to agree to negotiations schedules and procedures.

# **ARTICLE 17 - NO STRIKE/NO LOCKOUT**

<u>Section 1</u>: The Association and its members agree that they will not, during the period covered by this Agreement, lower their standards and efforts relative to the educational process, nor will they directly or indirectly engage in or assist in any strike, sympathy strike, slowdown or work stoppage.

Section 2: The Employer agrees that there will be no lockout during the term of this Agreement.

# **ARTICLE 18 - MISCELLANEOUS PROVISIONS**

<u>Section 1</u>: This Agreement may be altered, changed, added to, deleted from or modified only through the voluntary, mutual consent of the parties in a written and signed amendment to this Agreement.

<u>Section 2</u>: Any individual contract between the Board and an individual teacher, heretofore executed, shall be subject to and consistent with the terms and conditions of this Agreement; and any individual contract hereafter executed shall be expressly made subject to and consistent with the terms of this Agreement and its amendments. If an individual contract contains any language inconsistent with this Agreement, this Agreement, during its duration, shall be controlling.

<u>Section 3</u>: This Agreement shall supersede any rules, regulations or practices of the Board which shall be contrary to or inconsistent with its terms. The provisions of this Agreement shall be incorporated into and be considered part of the established policies of the Board.

<u>Section 4</u>: If any provision of this Agreement or any application of the Agreement to any employee or group of employees shall be found contrary to law, then such provision of application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

Section 5: Copies of this Agreement shall be printed at the expense of the Board and presented to all teachers now employed or hereinafter employed during the life of this Agreement.

<u>Section 6</u>: The discharge or demotion of a tenured teacher shall be governed exclusively by the standards and procedures of the Michigan Teachers' Tenure Act applicable thereto and shall not be subject to the grievance procedure or arbitration provisions of this Agreement. The discharge or non-renewal of a probationary teacher shall be governed exclusively by the standards and procedures of the Michigan Teachers' Tenure Act applicable thereto and shall not be subject to the grievance procedure or arbitration provisions of this Agreement. Otherwise, when cause arises to discipline a teacher, which includes reprimands and suspensions without pay up to three (3) days in a school year, the Board agrees that such disciplinary actions will not be taken in an arbitrary or capricious manner.

#### Section 7: Instructional Council

1. The Instructional Council shall be comprised of:

seven Subject Area Curriculum Leaders (SACL), one Media Specialist, at least one School Improvement leader from each building, one Technology Facilitator, one building administrator, one Director of Instruction, and one community leader.

Subject Area Curriculum Leaders (SACL) shall be selected bi-annually by a committee made up of the Director of Instruction, one building administrator, and three Association members named by the Association.

- 2. The Instructional Council shall serve in an advisory capacity only, by making recommendations to the Board of Education.
- 3. Meetings may be scheduled at times other than working hours.
- 4. The Council should meet each month of the school year except during the month of December.

<u>Section 8</u>: Any teacher who shall serve, or is serving, in a supervisory or executive or administrative position within the Bridgman Public Schools and who is later returned to teacher status in this District

shall be entitled to retain all rights he or she may have had under this Agreement prior to such service in administrative position. Years spent in a supervisory or executive or administrative position shall be considered as years spent for computation of salary only.

<u>Section 9</u>: The undersigned parties hereby acknowledge the requirement of Section 1526 of the School Code for each teacher during the first three (3) year of his or her employment in classroom teaching to be assigned a mentor or mentors. A mentor shall be a master teacher, retired master teacher or college professor. A mentor shall be available to provide professional support, instruction and guidance in a collegial relationship.

The Board shall determine the mentor or mentors to be assigned, who may or may not be master teachers from the bargaining unit. Assignment of a bargaining unit member to be a mentor shall be voluntary. A mentor teacher assigned from the bargaining unit:

- a. Shall be a tenured teacher.
- b. Whenever practical, shall work in the same building and have the same area of certification as the new teacher to whom he or she is assigned.
- c. Will not be responsible for the evaluation of the new teacher to whom he or she is assigned and will not be required to participate in it.
- d. Will not provide any documentation, any written or verbal statements or opinions or any other expressions of opinion or observation for the new teacher's personnel file or in any proceedings, hearing or meeting before the Board or its administration or in any grievance hearing or arbitration proceeding, regarding the instructional competency of the new teacher to whom he or she is assigned, unless allegations of misconduct of which the mentor teacher has knowledge are involved.

Release time may be granted for the mentor teacher to conference with the new teacher to whom he or she is assigned.

## Section 10:

Those teachers who, prior to the last day of Semester I, submit a letter of intent to retire at the conclusion of the respective school year, will receive \$200 per year of Bridgman teaching experience added to their annual contracted salary beginning with the first pay period in February and continuing to the end of their contract.

#### **ARTICLE 19 – DURATION OF AGREEMENT**

This Agreement shall be effective upon ratification by both parties with a majority vote of the membership of the Association and a majority vote of the Board and shall continue in effect until June 30, 2013, at which time it shall terminate, unless extended by written agreement of the parties. This Agreement shall be extended only by written mutual agreement. No terms of this Agreement shall be applied retroactively unless expressly stated otherwise in particular provision of this Agreement.

BRIDGMAN PUBLIC SCHOOLS ASSOCIATION

By: Eric Ramso.

By:

**BRIDGMAN 5-C EDUCATION** 

۶.

By: ( President

By: Secretary

Subscribed and sworn to before me this 27th day of June A.D., 2011.

Notary: Anne Jensen

ANNE M JENSEN NOTARY PUBLICSTATE OF MICHIGAN COUNTY OF BERRIEN MY COMMISSION EXPIRES JURE 28 2015 ACTING IN COUNTY OF

# APPENDIX A 2011-2012 SALARY

STEP	BA/BS	BA+15**	MA/MS	MA+15**	MA+30**	MA+45**
0	35,864	37,227	38,999	40,770	42,544	44,318
1	37,491	38,999	40,770	42,544	44,318	46,086
2	38,999	40,770	42,544	44,318	46,086	47,863
3	40,770	42,544	44,318	46,086	47,863	49,634
4	42,544	44,318	46,086	47,863	49,634	51,406
5	44,318	46,086	47,863	49,634	51,406	53,180
6	46,086	47,863	49,634	51,406	53,180	54,950
7	47,863	49,634	51,406	53,180	54,950	56,723
8	49,634	51,406	53,180	54,950	56,723	58,494
9	51,406	53,180	54,950	56,723	58,494	60,268
10	53,180	54,950	56,723	58,494	60,268	62,041
11	54,950	56,723	58,494	60,268	62,041	63,814
12	56,723	58,494	60,268	62,041	63,814	65,586
13			62,041	63,814	65,586	67,359
14			63,814	65,586	67,359	69,133

\*For 12 months employment \*\*Semester Hours

Represents 1.5% increase; no steps for 2011-2012 Merit Pay - \$5.00 gift card

# APPENDIX A 2012-2013 SALARY

STEP	BA/BS	BA+15**	MA/MS	MA+15**	MA+30**	MA+45**
0	36,223	37,599	39,389	41,177	42,969	44,761
1	37,866	39,389	41,177	42,969	44,761	46,547
2	39,389	41,177	42,969	44,761	46,547	48,342
3	41,177	42,969	44,761	46,547	48,342	50,130
4	42,969	44,761	46,547	48,342	50,130	51,920
5	44,761	46,547	48,342	50,130	51,920	53,712
6	46,547	48,342	50,130	51,920	53,712	55,500
7	48,342	50,130	51,920	53,712	55,500	57,291
8	50,130	51,920	53,712	55,500	57,291	59,079
9	51,920	53,712	55,500	57,291	59,079	60,870
10	53,712	55,500	57,291	59,079	60,870	62,661
11	55,500	57,291	59,079	60,870	62,661	64,452
12	57,291	59,079	60,870	62,661	64,452	66,242
13			62,661	64,452	66,242	68,033
14			64,452	66,242	68,033	69,824

\*For 12 months employment

\*\*Semester Hours

Represents 1% increase; no steps for 2012-2013

Merit Pay – Form joint committee to develop a system for distribution (how people get it). The total amount allocated is \$20,000.

#### **APPENDIX B**

#### **FRINGE BENEFITS**

## Health Insurance

Upon application by the employee, the Board as policyholder shall provide the current insurance coverage but will have the option to provide the coverage in a MESSA PAK if it is cheaper.

Upon application by the employee, the Board shall provide the following for a full twelve month period for the employee and his/her entire family and any other eligible dependents as defined by MESSA. With attainment of Medicare eligibility, either MESSA Choices II Plan 3R listed below or Limited Medicare Supplement and Medicare Part B premiums shall be paid on behalf of the employee, spouse and/or dependents eligible for Medicare. (Sponsored dependents shall be considered eligible dependents for health insurance):

#### Plan A (for those taking health insurance)

Health: MESSA Choices II Plan 3R, \$100/\$200 in-network deductible, \$250/\$500 out-of-network deductible, \$10/\$20 Rx, \$20 office visit, \$25 urgent care, \$50 emergency room co-pay XVA2 rider.

Dental: MESSA/Delta Dental Plan Auto + with Orthodontic rider 008 (100/90/90/90 2000 [2000] including internal and external coordination of benefits (COB) for all teachers and their eligible dependents as defined by MESSA/Dental.

Vision: VSP-3 LTD: 70%, 60 calendar day modified fill, \$5000 monthly max. Life: \$20,000 AD&D, \$2000 Dependent Life

#### Plan B (for those not taking health insurance)

Dental: MESSA/Delta Dental Plan Auto + Orthodontic rider 008 (100/90/90/90 2000 [2000] including internal and external coordination of benefits (COB for all teachers and their eligible dependents as defined by MESSA/Dental.

Vision: VSP-3 LTD: 70%, 60 calendar day modified fill, \$5000 monthly max. Life: \$50,000 AD&D, \$2,000 Dependent Life

In addition, those selecting Plan B may select other available options under the current MESSA program, and/or a tax deferred annuity sponsored by MEA Financial Services or other company approved by the Board. The Board contribution toward the options and/or tax deferred annuity shall not exceed two hundred dollars (\$200) per month.

Effective June 1, 2011, the teacher shall be obligated to pay fifteen percent (15%) of the MESSA PAK Plan Premium. Effective June 1, 2012 the teacher shall be obligated to pay eighteen percent (18%). That portion of the health insurance premium which is the obligation of the teacher shall be deducted from the teacher's salary using pretax dollars according to a salary reduction plan approved by the board in agreement with the Association. In the event the Board and Association are not able to agree upon a mutually acceptable salary reduction plan or if law prevents a teacher from using pretax dollars to pay his/her portion of the health insurance premium, that portion of the health insurance premium which is the obligation of the teacher shall be deducted from the teacher's salary.

It is the responsibility of the teacher to notify the business office of any change in his/her family dependency status within ten (10) days of said change.

If a teacher fails to return from an unpaid leave at its expiration, (except in the event of the continuance, onset or recurrence of a serious health condition of the teacher or other circumstances beyond the teacher's control) the Board shall have the right to recover all insurance premium payments made during the unpaid leave interval, as permitted by the Family and Medical Leave Act. These amounts may permissibly be deducted from any wage or other payments due the teacher, with any deficiency to be remitted by the teacher to the Board within thirty (30) days of demand.

#### <u>General</u>

The Board's obligation to provide the insurance designated in Appendix B is limited to paying the premium or portion of the premium for which it is obligated by the language of Appendix B. The insurance benefits or coverage to which a teacher is entitled shall be determined by the terms of the applicable insurance policy. No teacher shall be entitled to the insurance benefits provided in Appendix B until the teacher is enrolled by the insurance carrier and completes all the necessary requirements of the insurance carrier to be eligible for coverage or benefits. Any disputes regarding coverage or benefits shall be between the teacher and the insurance carrier with the understanding that the Board shall not be a party to any such disputes.

#### APPENDIX C

#### EXTRACURRICULAR SALARIES

Compensation for individuals who serve in positions shall be based on the following criteria:

- A. Percent of individual's salary schedule column step at the step determined by subsection B. below.
- B. Salary step of the individual's salary schedule column corresponding to the number of years of experience of the individual in that activity:
  - 1. Transfer into system only six (6) years' experience in said activity (Sixth Step)
  - 2. Top at six (6) years of experience (Sixth Step) of the BA educational level column.
- C. 1. All current athletic coaches and advisors will maintain their current salary level specific to their 2010-2011 assignments. When the BA+6 salary exceeds their 2011-2012 level they shall be compensated at the higher of the two.
  - 2. This grandfather clause shall include all bargaining unit members as of 2010-2011 with any experience in the same activity in Bridgman. Current bargaining unit members who begin an activity covered in Appendix C at the zero level would be grandfathered in at the MA lane if they currently are at an MA level or higher on Appendix A. Step placement within the column will be made according to prior experience sponsoring the activity or club. (Reference list on file in Business Office.)

#### NON-ATHLETIC EXTRACURRICULAR

1.	High School Yearbook	
	a. (if part of a class)	4.0%
	b. (if not part of a class)	6.0%
2.	Freshman Class Sponsor	2.0%
3.	Sophomore Class Sponsor	2.0%
4.	Junior Class Sponsor	4.0%
5.	Senior Class Sponsor	3.0%
6.	Plays and Musicals (per year)	
	a. One Director	4.0%
	b. Two Directors	7.0% (3.5%/director)
	c. Three Directors	9.0% (3.0%/director)
	d. Four or more Directors	10.0% (2.5%/director)
7.	High School Student Senate	3.0%
8.	Middle School Student Council	3.0%
9.	Elementary School Student Council	3.0%
10.	Show Choir	3.0%
11.	Variety Show	2.5%
12.	High School Academic Challenge (2)	1.0% each
13.	Elem./Middle School Science Olympiad	2.0%
14.	D.E.C.A.	2.0%
15.	Interact	2.0%

16.	Bus Chaperones	\$20 per away game per teacher. Teacher shall accompany to and from game. Payment shall be made
		at the conclusion of each athletic
		season.
17.	Band	
	a. Band Activities	6.0%
	b. Band Camp	2.0%
	c. Summer Band	Instructor to be paid at
		\$15.00 per hour
18.	High School Intramurals	2.5%
19.	High School Lunch Recreation	2.5%
20.	Sixth-Grade Outdoor Ed Camp	1.0% organizer
21.	Sixth-Grade Outdoor Ed Camp	1.0% chaperone
22.	Middle School Math Sponsor	3.0%
23.	Middle School Yearbook	2.0%
24.	BES Divorce Adjustment Activities	2.0%
25.	Middle School Play Director	2.0%
26.	Elementary/Middle School Literary Publication	3.0%
27.	National Honor Society	5.0%
28.	ALL CLUBS: (Sponsors must follow written	
	procedures for becoming a recognized club.)	
	High School	2.0%
	Middle School	2.0%
	Elementary School	2.0%
29.	Instructional Council	• • • •
	Committee Members	\$200
	Subject Area Leaders	\$400
30.	RMS Chess Club	2%
31.	NCA Chairperson	
	Elementary School	2%
	Middle School	2%
	High School	2%
32.	BHS Foreign Language Club	2%
	ATHLETIC EXTRA	CURRICULAR

1.	<ul> <li>BOYS' FOOTBALL</li> <li>a. Varsity Head Coach</li> <li>b. Assistant Coach (3)</li> <li>c. Middle School Coach (2)</li> <li>Third Middle School Coach considered</li> </ul>	14.5% 9.5% each 6.0% each
2.	BOYS' BASKETBALL a. Varsity Head Coach b. JV Coach c. Freshman Coach d. Middle School Coach (2)	15.5% 10.0% 8.5% 6.0%
3	BOVS' BASEBALI	

3.	BOYS' BASEBALL	
	a. Varsity Head Coach	10.0%
	b. JV Coach	6.5%

4.	TRACK	
4.	a. High School Girls' Coach	10.0%
	b. High School Boys' Coach	10.0%
	c. Middle School Coach (2)	6.0% each
	Third Middle School Coach considered if numb	pers exceed 50
5.	GOLF Coach	8.0%
6.	CROSS COUNTRY Coach	10%
7.	BOYS' WRESTLING	
	a. Varsity Head Coach	12.5%
	Assistant Coach considered if numbers	( 50/
	exceed 18 b. Middle School Coach	6.5% 3.0%
	Assistant Coach considered if numbers	5.070
	exceed 20	1.5%
8.	SWIMMING	10 50/
	<ul><li>a. Boys' Varsity Head Coach</li><li>b. Girls' Varsity Head Coach</li></ul>	12.5% 12.5%
	c. Diving Coach, if needed	6.5%
	o. Diving Couch, if holded	0.070
9.	GIRLS' VOLLEYBALL	
	a. Varsity Head Coach	12.5%
	b. JV Coach	8.5%
	<ul><li>c. Freshman Coach</li><li>d. Middle School Coach (2)</li></ul>	6.0% 6.0% each
	a, made school couch (2)	0.070 Caeli
10.	GIRLS' BASKETBALL	
	a. Varsity Head Coach	15.5%
	b. JV Coach	10.0%
	c. Middle School Coach (2)	6.0% each
11.	GIRLS' SOFTBALL	
	a. Varsity Head Coach	10.0%
	b. JV Coach	6.5%
12.	SOCCER	
12.	a. Varsity Head Coach	10.0%
	Assistant Coach considered if numbers	
	exceed 18	6.5%
13.	CHEERLEADING	
	a. High School - Varsity Football	3.5%
	b. High School - Varsity Basketball	5.3%
	c. High School – JV Football	3.0%
	d. High School - JV Basketball	4.0%
	e. Middle School	4.0%
14.	POM PON SQUAD	4.5%
15.	TENNIS	
	a. Boys' Varsity Head Coach	10.0%

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b. Girls' Varsity Head Coach

The Coach shall have the choice of how he or she will receive payment:

- A. Bi-weekly with the regular school payroll beginning two weeks prior to the first athletic contest.
- B. At conclusion of season.
- C. In installments beginning at the start of the season and continuing through the existing payment schedule.

(NOTE: Payment may be withheld by the principal or athletic director upon failure of coach to complete his assignment.)

#### APPENDIX D

#### LETTER OF AGREEMENT BETWEEN BRIDGMAN BOARD OF EDUCATION AND BRIDGMAN 5-C EDUCATION ASSOCIATION, MEA/NEA

#### Re: 403 (b) regulations

This Letter of Agreement is entered into between the Bridgman Board of Education (the "District") and the Bridgman 5-C Education Association, MEA/NEA (the "Association") and shall be in effect not later than January 1, 2009. The following language will be added to the Master Agreement as Appendix D:

- 1. The Parties agree that new IRS requirements effective January 1, 2009, have imposed significant and additional burdens on districts offering 403 (b) plans to employees.
- 2. The Parties further agree that to facilitate compliance with these regulations the District will participate with the Michigan Retirement Investment Consortium (MRIC) which has selected a third party administrator (TPA) for the purposes of administration, compliance, and processing of payments related to the employee contributions with the District's 403 (b) and annuity plans. The TPA shall not have a vendor relationship with the District's Plan.
- 3. The Parties further agree that the following vendors will be recognized:

AIG Valic American Retirement & Financial Services Ameriprise Financial Advisors ING-Reliastar Legends Employee Benefit Group Paradigm Equities Prudential

Any additional cost to the District resultant from an employee selecting a vendor outside the Consortium shall be the obligation of the employee.

Should MEA Financial be excluded from its status as a core vendor in the future, the District agrees to include MEA Financial as a "wildcard" vendor within the consortium.

Appendix E

# Bridgman Public Schools

	ŀ	rotessional Growth	And Evaluation Program	<u>.</u>	
Name				<b>Evaluation Date</b>	
	(Last)	(First)	(Middle)		······
Building	······································	Grade		Subject or Content	
Status	First Year Probation		Date	Observation Dates	
	probation year)		(Date due for tenure)		
	Bridgman	Public Schools -	<b>Teacher Evaluation In</b>	nstrument	

#### Domain 1: Preparation and Planning

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

Elements: Knowledge of Content - Knowledge of prerequisite relationships - Knowledge of content-related pedagogy (Yearly Overview)

	Element	Not Applicable	Ineffective	Minimally Effective	Effective	Highly Effective	Performance	
- +E 580 J	Knowledge of Content		errors or does not correct	Teacher displays basic content knowledge but cannot articulate connections with other parts of the discipline or with other disciplines	Teacher displays solid content knowledge and makes connections	Teacher displays solid content knowledge and makes connections between the content and other parts of the discipline and other disciplines. Teacher has depth of content beyond textbooks and can personalize learning content effectively.		V
	Knowledge of Prerequisite Relationships		Teacher displays little understanding of prerequisite knowledge important for student learning of the content	Teacher indicates some awareness of prerequisite knowledge, although such knowledge may be incomplete or inaccurate.	Teacher's plans and practices reflect understanding of prerequisite knowledge among topics and concepts.	Teacher actively builds on prerequisite knowledge and previous connections when describing instruction or seeking causes for student misunderstanding.		<b>~</b>
	Knowledge of Content-Related Pedagogy		Teacher displays little understanding of pedagogical issues involved in student learning of the content.	Teacher displays basic pedagogical knowledge but does not anticipate student difficulties.	Pedagogical practices reflect current research on best pedagogical practice within the discipline but without anticipating student difficulties.	Teacher displays continuing search for best practice and anticipates students difficulties.		*
	Comments and Evidence:							

#### Bridgman Public Schools - Teacher Evaluation Instrument

All "Needs Improvement" must have comment for improvement.

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#### **Domain 1: Preparation and Planning** Component 1b: Demonstrating Knowledge of Students

Elements: Knowledge of Characteristics (intellectual, social, and emotional) of age group - Knowledge of students' varied approaches to learning - knowledge of students' skills and knowledge - Knowledge of students' interests and cultural heritage (Yearly Overview)

Element	Not Applicable	Ineffective	Minimally Effective	Effective	Highly Effective	Performance
Teacher Knowledge of Characteristics of Age Group		Teacher displays minimal knowledge of developmental characteristics of age group.	Teacher displays generally accurate knowledge of developmental characteristics of age group.	Teacher displays thorough understanding of typical developmental characteristics of age group as well as expectations to general patterns.	Teacher displays knowledge of typical developmental characteristics of age group, exceptions to the patterns, and the extent to which each student follows patterns.	
Teacher Knowledge of Students' Varied PApproaches to الم		exhibit, such as learning	Teacher displays general understanding of the different approaches to learning that students exhibit.	Teacher displays solid understanding of the different approaches to learning that different students exhibit.	Teacher uses, where appropriate, knowledge of students' varied approaches to learning in instructional planning.	<b>v</b>
A Teacher Knowledge of Students' Skills and Knowledge	1	Teacher displays little knowledge of students' skills and knowledge and does not indicate that such knowledge is valuable.	Teacher recognizes the value of understanding students' interests but displays this knowledge of the class only as a whole.	Teacher displays knowledge of students' skills and knowledge for groups of students and recognizes the value of this knowledge.	Teacher displays knowledge for each student, including those with special needs.	
Teacher Knowledge of students' Interests and Cultural Heritag	e	The teacher does not value student interests or cultural heritage.	The teacher acknowledges student interests or cultural heritage.	The teacher recognizes the value of student interests and cultural heritage.	The teacher acknowledges the interests and cultural heritage of each student and incorporates that knowledge in his/her lessons when appropriate,	<b>V</b>
Comments and Evidence:						
All "Needs Improvement" mus have comment for Improvement.						

#### **Bridgman Public Schools - Teacher Evaluation Instrument**

#### Domain 1: Preparaton and Planning Component 1c: Selecting Instructional Goals

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

Element	Not Applicable	Ineffective	Minimally Effective	Effective	Highly Effective	Performance
Teacher Provides Value		Goals do not reflect on the Big Ideas, Essential Questions, national, state, and district standards and	Goals reflect Big Ideas or Essential Questions, national, state, and district standards and	Goals reflect Big Ideas, Essential Questions, national, state, and district standards and assessments.	Goals represent high expectations for students; and reflect Big Ideas, Essential Questions, national, state, and district standards and assessments.	
Teacher Provides Clarity of Student Goals		Goals are either not clear or are stated as student activities. Goals do not permit viable methods of assessment.	Goals are only moderately clear or include a combination of goals and activities. Some goals do not permit viable methods of assessment.	Most of the goals are clear but may include a few activities. Most permit viable methods of assessment.	All goals are clear, written in the form of student learning, and permit viable methods of assessment.	
D Teacher C Provides ⇒ Suitable Goals → for Diverse Students		Goals are not suitable for the class.	Most of the goals are suitable for most students in the class.		Goals take into account the varying learning needs of individual students or groups.	
Teacher Provides Balance to Student Learning	2	Goals reflect only one type of learning and one discipline or strand.	Goals reflect several types of learning but no effort at coordination or integration.		Goals represent opportunities for different types of learning-for example, thinking as well as knowledge-and coordination or integration within or across disciplines.	· · · · · · · · · · · · · · · · · · ·
Comments and Evidence:						
All "Needs Improvement" mus have comment for improvement.						

#### Domain 1: Planning and Preparation

Component 1d: Designing Coherent Instruction

Appendix

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Elements: Learning activities - Instructional materials and resources - Instructional groups - Lesson and unit structure (Yearly Overview)

Bridgman Public Schools - Teacher Evaluation Instrument							
Element	Not Applicable	Ineffective	Minimally Effective	Effective	Highly Effective	Performance	
Learning Activities		Learning activities are not suitable to students or instructional goals. They do not follow an organizational progressional research.	earning activities are suitable to students or instructional goals. Progression of activities in the unit is uneven, and only some activities reflect professional research.	students and instructional goals. Progression of activities in the unit is fairly even, and most activities	Learning activities are highly relevant to instructional goals. They progress coherently, producing a unified whole and reflecting recent professional research.		
Instructional Materials and Resources		Materials and resources do not support the instructional goals or engage students in	Some of the materials and resources support the instructional goals, and some engage students in meaningful learning.	All materials and resources support the Instructional goals, and most engage students in meaningful learning.	All materials and resources support the instructional goals, and engage all students in meaningful learning.	<b>~</b>	
Instructional Groups		Instructional groups do not support the instructional goals and offer no variety.	Instructional goals are inconsistent in suitability to the instructional goals and offer minimal variety.	Instructional groups are varied, as appropriate to the different instructional goals.	Instructional groups are varied, as appropriate to the different instructional goals. The groups are working effectively to obtain the instructional goals.	<b>~</b>	
D A D Lesson and Unit Structure		The lesson or unit has no clearly defined structure, or the allocations are unrealistic.	The lesson or unit has a recognizable structure, although the structure is not uniformly maintained throughout. Most time allocations are reasonable.	The lesson or unit has a	structure is clear and	<b></b>	
Teacher Pacing is Effective	I	The pacing of the lesson is too slow or rushed, or both.	Pacing of lessons is inconsistent.	Pacing of the lesson is varied and consistent and meets student needs.	Pacing of the lesson is appropriate for all students and the teacher anticipates the adjustment of pacing so learning is maximized for all students.	<b>*</b>	
Comments and Evidence:	1				- <u>  </u>		
All "Needs Improvement" mus have comment for improvement.			· · · · · · · · · · · · · · · · · · ·		· · · ·		

#### Bridgman Public Schools - Teacher Evaluation Instrument

#### **Domain 1: Planning and Preparation**

Component 1e: Assessing Student Learning

Elements: Congruence with instructional goals - Criteria and standards - Use for planning (Yearly Overview)

Element	Not Applicable	Ineffective	Minimally Effective	Effective	Highly Effective	Performance
Assessment Matches Instructional Goals		accordment do not match			Teacher demonstrates mastery of mulitple forms of assessments that align with the instructional goals.	<b>v</b>
Assessment communicates Criteria and Standards	,	The proposed approach contains no clear criteria or standards.	Assessment criteria and standards have been developed, but they are either not clear or have not been clearly communicates to students.	Assessment criteria and standards are clear and have been clearly communicated to students.	Assessment criteria and standards are clear and have been clearly communicated to students. Students are challenged and engaged in self- assessment.	<b></b>
Assessment is Used for planning future instruction		The assessment results do not affect planning.	The assessment results affect future planning minimally.	Teacher uses assessment results to plan for the class as a whole.	Teacher uses assessment results to plan for individuals and groups of students.	<b>~</b>
Comments and D Evidence:						
All "Needs Marcovement" must have comment for improvement.						

#### Domain 2: The Classroom Environment

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

Elements: Teacher Interaction with students - Student Interaction (yearly impressions)

Element	Not Applicable	Ineffective	Minimally Effective	Effective	Highly Effective	Performance
Teacher Interaction with Students are Positive		Teacher interaction with at least some students is negative, demeaning, sarcastic, or inappropriate to the age or culture of the students. Students exhibit	but may reflect occasional	warmth, caring, and respect. Such interactions are appropriate to developmental and	Teacher demonstrates genuine caring and respect for individual students. Students exhibit respect for teacher as an individual, beyond that for the role.	<b>*</b>

·····	Bridgman Public Schools - Teacher Evaluation Instrument									
Student Interaction with each other are Positive	Student interactions are characterized by conflict, sarcasm, or put-downs.	Students do not demonstrate negative behavior toward one another.	Student interactions are generally polite and respectful.	Students demonstrate genuine caring for one another as individuals and as students.						
Comments and Evidence:				·						
All "Needs Improvement" must have comment for Improvement.										

#### Domain 2: The Classroom Environment

Component 2b: Establishing a Culture for Learning Elements: Importance of the content - Student pride in work - Expectations for learning and achievement (yearly impressions)

	Element	Not Applicable	Ineffective	Minimally Effective	Effective	Highly Effective	Performance
	Teacher Conveys Importance of the Content		suggesting that the content is not important or is mandated by others	Teacher communicates importance of the work but with little conviction and only minimal apparent buy-in by the students.	Teacher conveys genuine enthusiasm for the subject, and students demonstrate consistent commitment to its value.	Students demonstrate through their active participation, curiosity, and attention to detail that they value the content's importance.	<b>v</b>
Fuge Au	Teacher Promotes Student Pride in Work		Students demonstrate little or no pride in their work. They seem to be motivated by the desire to complete a task rather than to do high- quality work.	Students minimally accept the responsibility to "do good work" but invest little of their energy in the quality of the work.	Students accept teacher Insistence on work of high quality and demonstrate pride in that work.	Students take obvious pride in their work and initiate improvements in it, for example, by revising drafts on their own initiative, helping peers, and ensuring that high- quality work is displayed.	
	Teachers convey high expectations to students		Instructional goals and activities and the classroom environment illustrate that teacher expectations are based on an inappropriate quantity or quality of the work.	Instructional goals and activities, interactions, and the classroom environment convey inconsistent expectations for student achievement.	Instructional goals and activities, interactions, and the classroom environment convey high expectations for student achievement.	Teacher establishes and maintains through planning of learning activities, interactions, and the classroom environment high expectations for the learning of all students.	<b>v</b>
	Comments and Evidence:			``````````````````````````````````````		· · · ·	
	All "Needs Improvement" must have comment for Improvement.						

# **Bridgman Public Schools - Teacher Evaluation Instrument**

#### Domain 2: The Classroom Environment Component 2c: Managing Classroom Procedures

Elements: Management of instructional groups - Management of transitions - Management of materials and supplies Management of non-instructional duties (yearly overview)

		······································				
Element	Not Applicable	Ineffective	Minimally Effective	Effective	Highly Effective	Performance
Teacher Effectivel Manage Instruction Groups	y .	Students not working with the teacher are not productively engaged in learning.	Tasks for group work are partially organized, resulting in some off- task behavior when teacher is involved with one group.	Tasks for group work are organized, and groups	Groups working independently are productively engaged at all times, with students assuming responsibility for productivity.	
Teacher Effective Manage Transitio	У s	Much time is lost during transitions	Transitions are sporadically efficient, resulting in some loss of instructional time.	Transitions occur smoothly, with little loss of instructional time.	Transitions are seamless, with students assuming some responsibility for efficient operation.	<b></b>
Teache Effective Manage Materials Supplie	ly s and	Materials are handled inefficiently, resulting in loss of instructional time.	Routines for handling materials and supplies function moderately well.	Routines for handling materials and supplies occurs smoothly, with little loss of instructional time.	Routines for handling materials and supplies are seamless, with students assuming some responsibility for efficient operation.	<b></b>
D Teache C Effective Manages I Instructio Duties	ly lon- nal	Considerable instructional time is lost in performing non instructional duties, I.e., taking attendance, bathroom breaks, hall passes, etc.		Efficient systems for performing noninstructional duties are in place, resulting in minimal loss of instructional time.	Systems for performing noninstructional duties are well established, with students assuming considerable responsibility for efficient operation.	<b>\</b>
Comment: Evidenc						
All "Nee Improvement have comme improvem	" must nt for					

#### Domain 2: The Classroom Environment

Component 2d: Managing Student Behavior

Elements: Expectations - Monitoring of student behavior - Response to student misbehavior (yearly overview)

Element	Not Applicable	Ineffective	Minimally Effective	Effective	Highly Effective	Performance	
Teacher has Effective Expectations of Student Conduct		No standards of conduct appear to have been established, or students are confused as to what the	Standards of conduct appear to have been established for most situations, and most students seem to understand them.	Standards of conduct are clear and consistent for	Standards of conduct are clear and consistent to all students and appear to have students assuming responsibilty for self and others.	<b>v</b>	Append

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Teacher Effectively Monitors Student behavior	Student behavior is not monitored, and the teacher is unaware of what students are doing.	Teacher is generally aware of student behavior but may miss the activities of some students.	Teacher is, alert to student behavior at all times.	Monitoring by teacher is subtle and preventive. Students monitor their own and their peers' behavior, correcting one another respectfully.	<b>v</b>
Teacher Response to Student Misbehavior	Teacher does not respond to misbehavior, is overly repressive, or does not respect the student's dignity	responds to student	Teacher response to misbehavior is appropriate, consistent and respects the student's dignity.	Teacher response to misbehavior is highly effective, consistent and sensitive to students' individual needs.	▼
Comments and Evidence:					
All "Needs Improvement" must have comment for Improvement.		· · · · · · · · · · · · · · · · · · ·			

#### Domain 2: The Classroom Environment

Component 2e: Organizing Physical Space Elements: Safety and arrangement of furniture - Accessibility to learning and use of physical resources (Yearly Overview)

Element	Not Applicable	Ineffective	Minimally Effective	Effective	Highly Effective	Performance
A Teacher Maintains a Safe & Welcoming Space		The teacher does not make a safe and orderly environment.	arrangment adjusted for la lesson, or if	The classroom is safe, welcoming, and the arrangement is a resource for learning activities.	The classroom is safe, welcoming and students with the teacher adjust the learning space to consistantly maximize learming.	· · · · · · · · · · · · · · · · · · ·
Comments and Evidence:					· · · ·	
All "Needs Improvement" must have comment for improvement.						

#### Domain 3: Instruction

Component 3a: Communicating Clearly and Accurately Elements: Directions and procedures, oral and written language (Yearly Overview)

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Element	Not Applicable	Ineffective	Minimally Effective	Effective	Highly Effective	Performance	Į
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		Bridgman Public				
Teacher Directions and Procedures are Clear	1	eacher directions and procedures are confusing to a students.	procedures are clarified particular initial student sconfusion or are	procedures are clear to students and contain an sappropriate level of	Feacher directions and procedures are clear to students and anticipate possible student misunderstanding.	
eacher Oral and Written Language are Clear		is inaudible, or written language is illegible. Spoken or written language may	legible. Both are used correctly. Vocabulary is correct but does not	written language is clear and correct. Vocabulary is appropriate to	Teacher's spoken and written language is correct and expressive, with well- chosen vocabulary that enriches the lesson.	<b></b>
Comments and Evidence:						
All "Needs						· · · · · · · · · · · · · · · · · · ·
Improvement" must have comment for improvement.			1			·
have comment for improvement.		Elements: Quality of que	stions, discussion techniq	struction g and Discussion Technic ues, student participation		
have comment for	Not Applicable	Elements: Quality of que	t 3b: Using Questioning	and Discussion Technic		Performance
have comment for improvement.	Not Applicable	Elements: Quality of que	t 3b: Using Questioning stions, discussion techniq	and Discussion Technicues, student participation	(Yearly Overview)	
have comment for improvement.	Not Applicable	Elements: Quality of que Ineffective Teacher's questions are virtually all of poor quality. Teacher is unaware of questioning techniques. (I.e., appropriate wait time,	t 3b: Using Questioning stions, discussion techniq Minimally Effective Teacher's questions are a combination of low and high quality. Only some invite a response. Questioning techniques are not varied and wait time in inconsistent. Teacher makes some attempt to encage	and Discussion Technic ues, student participation Effective Most of teacher's questions are of high quality. Adequate time is available for students	(Yearly Overview) Highly Effective Teacher's questions are varied and of uniformly high quality, with adequate time for students to respond. Students formulate many questions. Teacher provides a classroom structure where students assume considerable responsibility for the success of the	▼

	Bridgman Public Schools - Teacher Evaluation Instrument
Comments and Evidence:	
All "Needs Improvement" must have comment for Improvement.	

# **Domain 3: Instruction**

Component 3c: Engaging Students in Learning Elements: Representation of content, activities and assignments, grouping of students, instructional materials and resources, structure and pacing (Yearly Overview)

Element	Not Applicable	Ineffective	Minimally Effective	Effective	Highly Effective	Performance
Teacher has Effective Delivery of Content		Delivery of content is inappropriate and unclear or uses poor examples.	Delivery of content is inconsistent in quality: Some is done skillfully, with good examples; other portions are difficult to follow.	Delivery of content is appropriate and links well with students' knowledge and experience.	Delivery of content is appropriate and links well with students' knowledge and experiences. Teacher encourages students to deliver content effectively.	
Comments and		· · ·		· · · · ·		
All "Needs Improvement" must have comment for change,		· · ·				

#### **Bridgman Public Schools - Teacher Evaluation Instrument**

#### Domain 3:Instruction

#### Component 3d: Providing Feedback to Students

Elements: Quality: accurate, substantive - constructive, and specific - Timeliness (Yearly Overview)

Element	Not Applicable	Ineffective	Minimally Effective	Effective	Highly Effective	Performance
Teacher Provides Quality: Accurate, Substantive, Constructive, and Specific Feedback		Feedback is either not provided or is of poor quality, (I.e., inaccurate, ponspecific etc.)	Feedback is inconsistent in quality: some elements of high quality are present; others are not.	Feedback is consistently high quality.	Feedback is consistently high quality. Provision is made for students to use feedback in their learning.	
Teacher provides Timely Feedback		Feedback is not provided in a timely manner.	Timeliness of feedback is present but inconsistent.	Feedback is consistently provided in a timely manner.	Feedback is consistently provided in a timely manner giving students the opportunity to use feedback in their learning.	<b>v</b>
Comments and Evidence:						
All "Needs Umprovement" must thave comment for fight improvement,						

#### **Domain 3: Instruction Component 3e: Demonstrating Flexibility and Responsiveness** Elements: Lesson adjustment - Reponses to students - Persistence (Yearly Overview)

Element	Not Applicable	Ineffective	Minimally Effective	Effective	Highly Effective	Performance
Teacher Effective Lesson Adjustment		Teacher adheres rigidly to an instructional plan, even when a change will clearly improve a lesson.	adjust a lesson, with	Teacher makes a minor adjustment to a lesson, and the adjustment occurs smoothly.	Teacher successfully makes a major adjustment to a lesson.	
Teacher Response to Students		Teacher ignores or brushes aside students' questions or interests	Lauactione or infaracte	Teacher successfully accommodates students' questions or interests and the lesson is enhanced.	Teacher seizes a major opportunity to enhance learning, building on a spontaneous event.	

	Bridgman Pu	blic Schools - Teac	her Evaluation I	nstrument	
Teacher Persistence	When a student has difficu- learning, the teacher eithe gives up or blames the student or the environmer or someone else for the student's lack of success.	success of all students	Teacher persists in seeking approaches for students who have difficulty learning, possessing a moderate repertoire of strategies.	Teacher persists in seeking effective approaches for students who need help, using an extensive repertoire of strategies and soliciting additional resources from the school.	<b></b>
Comments and Evidence:		÷			
All "Needs Improvement" must have comment for improvement,					

# Domain 4: Professional Responsibilities Component 4a: Reflecting on Teaching Elements: Accuracy - Use in future teaching (Yearly Overview)

	Élement	Not Applicable	Ineffective	Minimally Effective	Effective	Highly Effective	Performance
page 52	Teacher Accurately Assesses Lesson Effectiveness		Teacher does not know if a lesson was effective or achieved its goals, or profoundly misjudges the success of a lesson.	F	a lesson's effectiveness	Teacher makes a thoughtful and accurate assessment of a lesson's effectiveness and the extent to which it achieved its goals, citing many specific examples from the lesson and weighing the relative strength of each.	
	Teacher Improves the Lesson for Future Teaching		Teacher has no suggestions for how a lesson may be improved another time.	Teacher makes general suggestions about how a lesson may be improved.	Teacher makes specific suggestions of what he/she may try another time.	Drawing on an extensive repertoire of skills, the teacher offers specific alternative actions, complete with probable successes of different approaches.	
	Comments and Evidence:						
	All "Needs Improvement" must have comment for improvement.					•	×

#### **Bridgman Public Schools - Teacher Evaluation Instrument**

#### **Domain 4:Professional Responsibilities**

Component 4b: Maintaining Accurate Records

Elements: Student completion of assignments - Student progress in learning - Noninstructional records (Yearly Overview)

Element	Not Applicable	Ineffective	Minimally Effective	Effective	Highly Effective	Performance
Teacher Maintains Student Progress in Learning		Teacher has no system for maintaining information on student progress in learning, or the system is in disarray.	Teacher maintains information on student progress and learning.	Teacher maintains information on student progress and learning and uses those records effectively.	Teacher maintains and uses the information on student progress to consistently enhance student progress in learning.	
Teacher Manages Non- instructional Records		Teacher's records for noninstructional activities are in disarray, resulting in errors and confusion.	Teacher's records for noninstructional activities are adequate containing minimal errors or delays.	Teacher's system for maintaining information on noninstructinal activities is timely and accurate.	Teacher's system for maintaining information on noninstructional activities is timely, and accurate and where appropriate students contribute to its maintenance.	~
Comments and Evidence:						
All "Needs (Comprovement" must (Comprovement" must (Comprovement for (Comprovement)						

#### Domain 4: Professional Responsibilities

Component 4c: Communicating with Families

Elements: Information about the instructional program - Information about individual students

Engagement of families in the instructional program (Yearly Overview)

Element	Not Applicable	Ineffective	Minimally Effective	Effective	Highly Effective	Performance
Teacher Shares Information About the Instructional Program		information about the	Teacher participates in the school's activities for parent communication but offers little additional information.	occasional information to parents, as appropriate, about the instructional	Teachers provide frequent information to parents, as appropriate, about the instructional program.	<b>v</b>

	Bridgman Public Schools - Teacher Evaluation Instrument						
Teacher Provides Information About Individual Students		untermation to parents and	Teacher adheres to the school's required procedures for communicating to parents. Responses to parent concerns are minimal.	Teacher communicates with parents about student's progress as needed to respond to parent concerns.	Teacher provides information to parents frequently on both positive and negative aspects of student progress when appropriate. Response to parent concerns is handled with great sensitivity.	<b></b>	
Teacher Engages Families in the Instructional Program		Teacher makes no attempt to engage families in the instructional program, or such attempts are inappropriate.	Teacher makes modest attempts to engage families in the instructional program.	Teacher's efforts to engage families in the instructional program are frequent.	Teacher's efforts to engage families in the instructional program are frequent as relevant and needed. Teacher gets students and/or parents involved with ideas or events that enhance the instructional program.	<b>v</b>	
Comments and Evidence:							
All "Needs Improvement" must Co have comment for D improvement.			Teacher needs to keep a	a log of parent calls and parent i	nteractions.		

#### **Domain 4: Professional Responsibilities**

Component 4d: Contributing to the School and District Elements: Relationships with colleagues - Services to the school - Participation in school and district projects (Yearly Overview)

Element	Not Applicable	Ineffective	Minimally Effective	Effective	Highly Effective	Performance
Teacher Builds Relationships with Colleagues			Teacher maintains cordial relationships with colleagues to fulfill the duties that the school or district requires.	Relationships with	Relationships with colleagues are characterized by mutual support and cooperation. Teacher takes initiative among the faculty.	
Teacher Participates in School and District Projects		Teacher avoids becoming involved in school and district projects, events, and/or committees.	Teacher participates in school and district projects, events, and/or committees only when contracturally required.	Teacher volunteers to participate in school and district projects, events, and/or committees, making a substantial contribution.	Teacher volunteers to participate in school and district projects, events, and/or committees, making a substantial contribution, and assumes a leadership role in a school or district project/event.	

	Bridgman Public Schools - Teacher Evaluation Instrument
Comments and Evidence:	
All "Needs Improvement" must have comment for Improvement.	

# Domain 4: Professional Responsibilities Component 4e: Growing and Developing Professionally Elements: Enhancement of content knowledge and pedagogical skills - Service to the profession (Yearly Overview)

Element	Not Applicable	Ineffective	Minimally Effective	Effective	Highly Effective	Performance
Enhancement of Content Knowledge and Pedagogical Skill		Teacher engages in no professional development activities to enhance knowledge or skill.	Teacher participates in professional activities to a limited extent.		Teacher seeks out opportunities for professional development and makes a systematic attempt to grow in their practice.	<b></b>
 Teacher Service the Profession		Teacher makes no effort to share knowledge with others.	Teacher participates in limited ways to assist other educators.	Teacher participates actively in assisting other educators within or outside the district.	Teacher Initiates important activities to contribute to the profession, such as mentoring new teachers, Voluntary Activities, making presentations, Etc.	<b>v</b>
Comments and Evidence:						
All "Needs Improvement" must have comment for Improvement.						
	in sin a surv	n an the state of the				
Overall Comments						

	Bridgman Public Schools - Teach	er Evaluation Instrument
DATA REFLECTI NG STUDENT ACHIEVE MENT		
Teacher Signature Indicates Receipt of Evaluation Not Necessarily Agreement		Date
Administrator Signature		Date
	Instructions for distribution:	
Pag		
Page 56		
	·	

# Specific Staff Development

Awareness Phase – Identification of Con	cern Form
---	-----------

Teacher:		·		Date:	· .	
Check app	orop	riate cat	egory (ies):			
	0		Preparation and Planning			
· ·	0		Classroom Environment			
			Instruction Professional Responsibilities			
	0		Data Reflection and Student Ac	biovoment		
	0	۷.	Data Reflection and Student Ac	mevement		
Specific Co	nce	rns:				
opeenia ee						
			·			
Next Meeti	ing .[	Date:	·····			R
·						
Teacher Sig	nati	ure:		· · · · · · · · · · · · · · · · · · ·		<u></u> -
Administrat	tor S	Signature	2:	·		<u> </u>
		<u></u>			<u></u>	
						•
			Awareness Phase	– Final Summary Form	3	
				· .		
Teacher:			, 	Date:		
Specific Con	cerr	าร:				
Administrati	ve R	lecomm	endation (s):			
(			o teacher Evaluation Instrument			
(	о /	Assistan	ce Phase			
N	-					
Next Meetin	gυa	ite:				

Teacher Signature: \_\_\_\_\_

Administrator Signature:

# Specific Staff Development Plan Assistance Phase – Plan of Assistance Form

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

Date: \_\_\_\_

Check appropriate category (ies):

- o I. Preparation and Planning
- o II. Classroom Environment
- o III. Instruction
- o IV. Professional Responsibilities
- o. V. Data Reflection and Student Achievement

\_\_\_\_\_

Specific Concerns:

Plan (Methods/Strategies):

Proposed Timeline:

Indicators of Progress:

Resources/Support Needed:

Teacher Signature:	·	
Administrator Signature:		
	velopment Plan	
Assistance Phase – Plan of	Assistance Progress Form	
Teacher:	Date:	
<ul> <li>First Meeting</li> <li>Second Meeting</li> <li>Third Meeting</li> </ul>	· · · ·	
Attendees:		
Plan:		
Resources and Strategies Used to Date:		
Indicators of Progress:		
Resources/Support Utilized to Date:		
Concerns:		

- o Teacher Evaluation Instrument
- o Continue Assistance Phase

o Final	Summary	Phase

Next Meeting Date: \_\_\_\_\_

Teacher Signature:

Administrator Signature: \_\_\_\_\_

# Specific Staff Development Plan Assistance Phase – Final Summary Form

Teacher:

Date:

Plan: Check appropriate box:

- o Progress is satisfactory. Return to Teacher Evaluation Instrument
- o Continue Assistance Plan
- o See below

Concerns:

Do you recommend continuation in the present assignment? Why or why not?

Do you recommend this teacher for re-employment? Why or why not?

Teacher Signature: \_\_

Administrator Signature: \_\_\_\_\_

\_\_\_\_\_

# Media Specialist Performance Responsibilities

#### The effective Media Specialist:

- 1. Implements a carefully planned, organized, and well executed acquisition program to strengthen teaching and learning by building a media collection appropriate and parallel with the needs of the curriculum, faculty, and the students.
- 2. Recognizes that by providing the end-user with convenient and flexible services, his/her attitude will be receptive toward other constructive experiences a media center can offer.
- Provides direction while working with teachers in acquiring and strengthening information literacy skills;
   finding, evaluating, and using information appropriately.
- 4. Recognizes that attractiveness, room arrangement and neatness of the library contribute to an optimum learning situation. Instructional materials, supplies and equipment need to be readily available and in good working condition with evidence of a system of control.
- 5. Encourages continued professional growth of faculty by conveying ideas and information for immediate and practical value that will help achieve curriculum objectives.
- Provides working routines and procedures for daily management, material, equipment, and activities in the Instructional Media Center.
- 7. Maintains sufficient systems and order to provide a wholesome and friendly atmosphere by helping students become responsible, productive, and self-disciplined. Helps students develop respect for the rights, properties and opinions of others.
- 8. Maintains professional and positive interpersonal relationships with all students and remains respectful, interested, helpful, encouraging, and patient with all students.
- 9. Communicates effectively with colleagues, students, parents, and administrators about the goals, mission and materials of the media center.
- 10. Keeps accurate records of expenditures, purchase orders, and other applicable reports/records for the Instructional Media Center.

11. Actively engages in professional development to increase knowledge of available materials and procedures.

12.

Provides coordination of services for support staff assigned to media services.

# Bridgman Public Schools Professional Observation and Evaluation Form

Media Specialist

Media Specialist	Date_
Grade (s)	
Probationary Staff Recommendation	
Building	
Tenure Staff Recommendation	

Observation and other information used to develop this evaluation:

# Counselor Performance Responsibilities

The effective Guidance Counselor:

- 1. Implements effective counseling techniques to effect change in behavior which will permit the recipient to live a more productive and self- satisfying life.
- 2. Is aware of and utilizes district resources and community organizations to help students with special needs.
- 3. Seeks continuously to enhance his/her knowledge of, and competence in, the field of counseling. On going professional growth is held as an important priority.
- 4. Perceives each student as a unique individual who has a right to acceptance, self-development, selffulfillment and self-direction and who has a right and responsibility for making decisions and living with the outcome of those decisions. The strength of a guidance program lies in the "one-to-one" relationship between counselor and student.
- 5. Works to counsel the whole child and recognizes that he/she can have a positive effect on the character development of students. The counselor should assist students to identify and clarify ethical and moral values, e.g., respect for others, honesty, fair play, etc.
- 6. Establishes a warm, friendly climate in which parents feel that the school and the home form a partnership in educating the student.
- 7. Works successfully with teachers and other staff members by sharing appropriate student data with them (with regard for the importance of confidentiality), helping identify students with special needs, abilities and interests, assisting teachers in developing specific strategies for dealing within appropriate student behavior in the classroom and assisting teachers to secure materials and develop procedures for classroom group guidance experience.
- 8. Adheres to professional counseling ethics as defined by the Michigan Personnel and Guidance Association and the American Psychological Association.
- 9. Has a thorough knowledge of both curricular and extra-curricular policy and procedures and works with teachers, administrators and students in developing and implementing total school programs.
- 10. Effectively communicates with students, colleagues, parents, administrators and support staff.
- 11. Serves as the school/district coordinator of testing.
- 12. Implements the Berrien County career preparation scheduling model. (High school only.)

Bridgman Public Schools Professional Observation and Evaluation Form

### Counselor

Date \_\_\_

Counselor	
Grade (s)	
Probationary Staff Recommendation	. <u> </u>
Building	

Tenure Staff Recommendation \_\_\_\_\_

Observations and other information used to develop this evaluation:

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# Speech Language Pathologist Performance Responsibilities

The effective Speech-Language Pathologist:

- Maintains Certificate of Clinical Competency (CCC) through the American Speech-Language Hearing Association (ASHA).
- Demonstrates ability to diagnose and treat a wide variety of communication disorders including articulation and phonological disorders, expressive and receptive language disorders in the areas of syntactic, semantic, and pragmatic language, voice disorders, and fluency disorders.
- Develops Individualized Education Programs (IEPs) and schedule and facilitate IEP Team meeting for students with speech and language impairment.
- Writes clear, measurable goals that can be understood and implemented by another speech pathologist, and explain goals to parents, teachers, and students in layman's language.
- Regularly collaborates with teachers and staff regarding students on caseload to better understand needs, progress, and to serve as a resource and advisor.
- Consults with teachers regarding students not on caseload to help them identify students who are at risk for speech and language impairment and help them address the needs of students who do not qualify for Speech/Language services.
- Provides individual and small group services to clients from three years old through high school graduation.
- Develops and implements activities for therapy that are developmentally appropriate, engage the students, and allow the clinician to address and measure progress toward students' goals.
- During therapy gives clients immediate feedback, and communicate to the degree possible how the activity and their performance applies to the goals set for them.
- Always maintains positive regard for every client.
- Communicates progress on a regular basis to parents of all clients.
- Communicates to parents, teachers and students activities that can be engaged in outside of therapy that may complement and reinforce skills being learned in therapy, or explain why working on skills outside the therapy room may be unnecessary or counter indicated.
- Responds in a timely manner to requests from staff or parents for information or specific services.
- Defers to other experts including other speech-language pathologists when the clinician's knowledge base is not adequate to address a given problem, while continually expanding own knowledge.

# Bridgman Public Schools Professional Observation and Evaluation Form

# Speech Language Pathologist

Speech Language Pathologist	Date	
Grade (s)		
Probationary Staff Recommendation		
Building		
Tenure Staff Recommendation		

Observations and other information used to develop this evaluation:

#### Master Teacher Professional Growth Process

A teacher earning tenure has met the criteria established by Michigan law and demonstrates the elements for Effective Teaching adopted by the Board of education of the Bridgman Public Schools.

From the beginning of the first tenure year and continuing throughout the teacher's professional career, the teacher and administrator work collaboratively to ensure the strengthening of the elements for effective teaching. There are two major components to this process: Demonstration of the Elements for Effective Teaching and Continued Professional Growth Plan.

- Demonstration of the elements for Effective Teaching: Demonstration of the elements is an ongoing
  process and may be assessed by the administrator through formal and informal classroom
  observations and other school settings, i.e., faculty meetings, committee work, in-service training,
  parent conferences, parent communications, and/or co-curricular activities. The administrator of
  the teacher may arrange for a conference to discuss performance related to the elements as
  needed.
- 2. Continued Professional Growth Plan: Planning for Professional Growth is the second component. It is both proactive and collaborative. The teacher and the administrator collaborate to identify goals and develop a plan that will meet those goals. Each teacher is held accountable to the elements; therefore, the Professional Growth Plan must reflect the elements and building and district goals. While achieving the identified goals is the objective, it is the process of working toward those goals that demonstrates the individual's professional growth.

Teachers who are evaluated with a high percentage of Distinguished Performance Marks shall be considered Master Teachers and may choose to remain in the Professional Growth and Evaluation Program or the Master Teacher Professional Growth Plan.

#### Timeline

One Year Plan:

- The teacher(s) will have an initial meeting with the building administrator as early as the spring of the prior year, and no later than November 1, to develop the Master Teacher Professional Growth Plan.
- The teacher(s) will have an informal midyear meeting with the building administrator to discuss the progress of the Professional Growth Plan.
- The teacher(s) and building administrator will have a concluding meeting during the second semester, prior to June 1, to review the results of the Master Teacher Professional Growth Plan, and complete the Final Summary Form.

Two Year Plan:

• The teacher(s) will have an initial meeting with the building administrator as early as the spring of the prior year, and no later than December 1, to develop the Master Teacher Professional Growth Plan.

- The teacher(s) and building administrator will have a meeting by the end of the second semester of year one, prior to June 1, to document the progress of the Master Teacher Professional Growth Plan. They will complete the Interim Goal Evaluation Form.
- The teacher(s) and building administrator will have a concluding meeting during the second semester of year two, prior to June 1, and complete the Final Summary Form.

#### Revisions:

In the event a Professional Growth Plan needs to be revised, all revisions must be reviewed with the administrator.

#### Goals:

Goals should reflect building or district goals which result in the continuous improvement of student learning. The goals must be directly linked to the elements for Effective Teaching as published in this document.

#### Individual or Team Professional Participants:

Teachers are encouraged to participate as part of a team with grade level colleagues, members of department teams, across schools, or in any combination as long as all members of the group have attained Master Teacher status. Teachers may elect to work individually. In cases of inter-school teams, all administrators of the involved schools participate in the planning.

Resources: Resources will be formally approved as part of the teacher's Professional Growth Plan and may include:

- Classroom materials
- Student materials
- Journals
- Workshops
- Resources
- Books
- Collegial time
- Appropriate technology
- Mentoring
- Collegial support
- Release time
- Administrative support
- Other

### Activities/Methods:

#### Methods/strategies to reach goals could include:

- Action research
- Peer-coaching
- Video taping
- Self-assessment
- Mentoring
- College courses
- Simulations
- Workshops
- Visitation days
- Conferences
- Classroom observations
- Teacher academies
- Development of teaching materials/instructional units/discussion groups
- Other

Indicators of Progress:

- Student work portfolios
- Professional portfolios
- Videotapes of classes
- Peer observations
- Administrator observations
- Parent responses
- Written curriculum
- Student responses
- Statistical measures
- Performance assessment
- Reflective journal entries
- Case study analysis
- Benchmarks

- Anecdotal records
- Other

4 - 11 				
		-		
		Plan II		
R. 7				<b>F</b>
IVI	aster Teacher Profe	ssional Growti	n Goal Outline	
				o One – Year Plan o Two – Year Plan
(Complete by teach	er(s) who work on an indi	ividual plan or wor	k collaboratively as	
(		nadi pien er ner	n conducer actively ac	
Teacher(s)		School		Grade/Dept/Team
ŢŶġŔĸĬĬĊĹŶĸŎŢĸŎŢĸĬĬŢĬĸŔŢŴĊĬŔĬĬŔŎŎŔŢĸĬĬŢŎŢŎĸĬĬĊĬŎĬŎĬŎĬŎĬŎĬŎĬŎĬŎŎĬŎĬŎŎŢŎĬĬĸĿĬŎŦŎŦĬŎĬŎ		alan ang ang ang ang ang ang ang ang ang a	۲۰۱۹۹۹ ۲۰۱۹ ۲۰۱۹ ۲۰۱۹ ۲۰۱۹ ۲۰۱۹ ۲۰۱۹ ۲۰۱	Managenalise sensities and the sense ( ) or ( ) or ( ) or ( ) or ( ) of ( ) of ( ) of ( ) or ( ) of
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Plan Start Date	Midyear	Date	Completion I	Date
	e Teaching addressed in t	his plan: (check al	l that apply)	
	aration and Planning			
	room Environment uction			
	ssional Responsibilities			
	Reflection and Student A	chievement		
Specific Goal(s):				
Activities to meet the	goals of this plan:			

Resources needed for plan activities:

o See attachments

Teacher (s) Signature and Date:

			,
	 	 ·····	
Administrator Signature and Date:	 		

## Plan II

#### Master Teacher Professional Growth Interim Goal Evaluation Form

(Complete by the administrator and teacher at the end of year one of a multi-year plan.)

Teacher(s)		School		Grade/Dept/Team
Plan Start Date	eW	lidyear Date	_Completion Date_	
Elements for E	ffective Teaching address	sed in this plan: (check all tha	t apply)	
0	Preparation and Planni	ng		
0	Classroom Environmen	t		
0	Instruction			
0	Professional Responsibilities			
0	Data Reflection and Stu	dent Achievement		

Project goals accomplished:

Individual activities completed:

Indicators of progress submitted to support individual activities:

Administrator's comments on progress:

Teacher (s) Signature and Date:

Administrator Signature and Date:

## Plan II

#### Master Teacher Professional Growth Final Summary Form

o One-Year Plan

o Two-Year Plan

(Complete by teachers, taken to and discussed with the administrator at the final meeting.)

Teacher(s)	School		Grade/Dept/Team
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	an dan mengan kenangkan pengan pengan kanan kanan serak serak dari kenangkan pengan pengan kanan kanan kanan k	an santan an a	nan an
Plan Start Date	Midyear Date	_Completion Date_	
Plan outcomes:			
ndicators of progress:			
-uture consideration:			

Teacher's comments:

Administrator's comments:

Administrator's Evaluation:

- o Satisfactory
- o Unsatisfactory

Teacher (s) Signature and Date:

Administrator Signature and Date: \_\_\_\_

# Bridgman Public School District Letter of Agreement

It is hereby agreed by and between the undersigned parties that the compensation for individuals who serve in positions shall be based on the following criteria:

- A. Percent of individual's salary schedule column step at the step determined by subsections B and C below.
- B. Salary step of the individual's salary schedule column corresponding to the number of years experience of the individual in that activity:
  - 1. Transfer into system only six (6) years' experience in said activity (Sixth Step).
  - Top at six (6) years of experience (Sixth Step) of the BA educational level column, at five
     (5) years of experience (Fifth Step) of the BA+15 educational level column, and four (4)
     years of experience (Fourth Step) of the MA educational level column.
- C. Salaries of coaches and advisors who in 2010-11 were paid above the BA educational level column Step 6, the BA+15 educational level column Step 5, and the MA educational level column Step 4 are frozen at that salary until BA 6, BA+15, or MA 4 exceeds their 2010-2011 salaries.

#### Bridgman Public Schools

Bv:

Eric Ramso, President

Bv:

Lisa Kiewel, Secretary

Bridgman 5-C Education Association

١.

Bv:

Amy cottingham, Président

Bv:

Amy Knowlton, Secretary