AGREEMENT

Between The

MECOSTA-OSCEOLA INTERMEDIATE SCHOOL DISTRICT

And the

MECOSTA-OSCEOLA INTERMEDIATE SCHOOL DISTRICT EDUCATION ASSOCIATION MEA-NEA

RATIFIED BY MOISD MEA/NEA ASSOCIATION ON June 27, 2019

Kayla Hammermeister, MOISD/EA

RATIFIED BY MOISD BOARD OF EDUCATION ON June 27, 2019

Mark R. Klumpp, Assistant Superintendent

ARTICLE 1- RECOGNITION

A. Association Defined

Pursuant to the Public Employment Relations Act, as amended, the Mecosta-Osceola Intermediate School District Board of Education (hereafter referred to as the "District" or the "Board") hereby recognizes the Mecosta-Osceola Intermediate School District Education Association of MEA/NEA (hereafter referred to as the Association) as the exclusive representative for the purposes of collective bargaining with respect to rates of pay, hours and other terms and conditions of employment for the entire term of the Agreement for the Mecosta-Osceola Intermediate School District employees including:

special education teachers, teacher consultants, school social workers, school psychologists, speech pathologists, occupational therapists and physical therapists.

But excluding:

Superintendent, administrative/supervisor personnel, office clerical, hourly employees, para-educators, and maintenance and operating employees and bus drivers, Career Center employees, tutors, substitutes and all others.

The term "employee," when used hereinafter in this Agreement, shall refer to all employees represented by the Association in the bargaining or negotiating unit as above defined, and reference to male employees shall include female employees.

B. Sole Recognition

The Board agrees not to negotiate with any union other than the Association for the duration of this Agreement regarding employees covered by this Agreement.

C. Employee Rights

Nothing contained herein shall be construed to deny or restrict any employee rights he/she may have under the Michigan Revised School Code, to the extent that such rights do not relate to prohibited bargaining subjects under the Public Employment Relations Act.

ARTICLE 2 – ASSOCIATION RIGHTS

A. Right to Organize

Pursuant to the Public Employment Relations Act, as amended, the Board hereby agrees that every employee of the Board shall have the right freely to organize, join and support the Association for the purpose of engaging in collective bargaining or negotiation and other lawful concerted activities for mutual aid and protection. As a duly elected body, exercising governmental power under cover of law of the State of Michigan, the Board undertakes and agrees that it will not directly or indirectly discourage or deprive or coerce any employees in the enjoyment of any rights conferred by the Public Employment Relations Act, as amended, or other laws of Michigan or the constitutions of Michigan and the United States to the extent that such laws do not pertain to matters that are prohibited subjects of bargaining; that it will not discriminate against any employee with respect to hours, wages, or any terms or conditions of employment by reason of his/her membership in the Association, his/her participation in any activities of the Association or collective professional negotiations with the Board, or his institution of any grievance, complaint or proceeding under this Agreement or otherwise with respect to any terms of conditions of employment.

B. Association Use of Facilities

The Association and its members may use the District's building and facilities at any reasonable time with the approval of the Superintendent or his/her agent for the purpose of holding meetings of the Association or conducting its business.

C. Sharing Financial Information

The Board agrees to furnish to the Association, in response to reasonable requests from time to time, all information concerning the financial resources of the District, tentative budgetary requirements and allocations and such other information as will assist the Association in developing intelligent, accurate, informed and constructive programs on behalf of the employees, together with information which may be necessary for the Association to process any grievance or complaint. The Association agrees to pay only for the collecting, tabulating, etc., of any material not readily available.

D. The Association shall have the right to post notices of activities and matters of Association concern on an employee bulletin board provided for that purpose.

ARTICLE 3 - MANAGEMENT RIGHTS

A. Management Rights

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 laws and the Constitution of the State of Michigan and/or the United States, including, but without limiting the generality of the foregoing, the right:

- 1. To the executive management and administrative control of the school system and its properties and facilities and the school-related activities of its employees. This Article is not intended to control the private lives of individuals.
- 2. To hire all employees and, subject to the provisions of law, to determine their qualifications and the conditions for continued employment; and to promote and transfer all such employees; and dismissal and demotion of such employees in accordance and agreement with the Teachers' Tenure Act, where that Act is applicable to the employee.
- 3. To establish grades and courses of instruction, including special programs to provide for athletic, recreational and social events for students, all as deemed necessary or advisable by the Board.
- 4. To decide, after consultation and review with employees involved, the means and methods of instruction, the selection of textbooks and other teaching material and the use of teaching aids of every kind and nature.
- 5. To determine class schedules, the hours of instruction and the duties, responsibilities and assignments of employees with respect to their professional, administrative and non-teaching activities and the terms and conditions of employment.

B. Limitations

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 the Agreement and then only to the extent such specific and express terms hereof are in conformance with the Constitution and laws of the State of Michigan and the Constitution and laws of the United States.

ARTICLE 4 – EMPLOYEE RIGHTS

*The highlighted language of this Article is restricted to School Social Workers, School Psychologists, Speech Pathologists, Occupational Therapists, and Physical Therapists and excludes Teachers, Teacher Consultants and all other positions requiring a teaching certificate.

A. Personnel Records

Each employee's personnel file shall contain the following minimum items of information:

- 1. All formal written employee evaluation reports including Individualized Development Plans
- 2. Employee contracts
- 3. Teacher certificates, approvals, licenses, and authorizations
- 4. A transcript of academic records, kept current
- 5. Disciplinary records (including employee response, if any)
- 6. Initial application for employment and unprofessional conduct check results pursuant to Section 1230b of the Revised School Code, MCL 380.1230b.
- 7. Criminal records check results pursuant to School Safety legislation (2005PA 129-131 and 138) will be kept in a separate, secure file.

Each employee shall receive written notification of any disciplinary material being entered into his/her personnel file. Each employee shall, within twenty (20) working days following notification of the material being entered into his/her file, have an opportunity to file a response thereto, and that response shall become a part of the employee's personnel file. Employees may have access to their personnel file at any reasonable time.

With respect to non-disciplinary matters within an employee's personnel file, the employee shall have the right to file a written response to such material within twenty (20) working days after the employee becomes aware that the material has been included within the personnel file. The response shall also become part of the employee's personnel file.

In the event that material within a bargaining unit member's personnel file is the subject of a request under the Freedom of Information Act, the bargaining unit member will be given a copy of the FOIA request prior to the District's response to that request.

B. Employee Evaluation

1. Each employee shall be evaluated according to evaluation criteria established in Schedules E & F. A written evaluation report shall be placed in the employee's file no later than June 1 of the school year in

- which the observation(s) and evaluation are completed. Deficiencies noted in an observation will be shared with the employee within ten (10) working days.
- 2. If a probationary teacher or employee is employed by the District for a minimum of one full school year, the District shall provide that member with an Individualized Development Plan (IDP) developed by the appropriate administrative personnel in consultation with the individual employee. The employee will be provided with at least an annual year-end written performance evaluation each year during that probationary period. The annual performance evaluation shall be based on at least two (2) classroom or on-site observations held at least sixty (60) days apart, unless a shorter interval is mutually agreed upon by the employee and the administrator. The evaluation shall include at least an assessment of the employee's progress in meeting the goals of his/her IDP.
- 3. Failure of the District to comply with the evaluation procedures in this Article with respect to an individual's performance in any particular school year will be considered conclusive evidence that the employee's performance for that school year was satisfactory.
- 4. Once an employee has completed his/her probationary period, the employee will be provided with a written performance evaluation a minimum of once every three years. The probationary period for every member of the Association hired after the ratification date of this contract will be four years except for those circumstances as described in the Michigan Teacher Tenure Law. The performance evaluation shall be based on a minimum of two classroom/on-site observations conducted during the school year covered by the evaluation. If a tenured employee receives a less than satisfactory performance evaluation, the District shall provide the employee with an Individualized Development Plan developed by the appropriate administrative personnel in consultation with the employee. The individual's evaluation shall include at least an assessment of the individual's progress in meeting the goals of his/her IDP.
- 5. Failure of the District to comply with the evaluation procedure in this Article will be considered conclusive evidence that the employee's performance for that period was satisfactory.
- 6. Following each formal evaluation, which shall include a conference with the evaluator; the employee shall sign and be given a copy of the written evaluation report. In no case shall the employee's signature be construed to mean he/she necessarily agrees with the contents of the evaluation.
- 7. If an employee disagrees with an evaluation or a portion of that evaluation, she/he may submit a written response, which shall be attached to the file copy of the evaluation in question. This written response must be provided within fifteen (15) working days of the receipt of the written evaluation report by the employee.

8. The District and Association shall plan an annual orientation program, the purpose of which is to provide each new employee with an overview of policies and guidelines governing the operation of the MOISD which directly impacts the daily operations of the employee. This shall include but not be limited to a handbook of MOISD forms to be filled out, how they are to be completed, when they are to be completed, to whom the completed forms are to be presented and what each form is used for. The orientation shall also include an overview of the Mecosta-Osceola ISD special education plan and the role of bargaining unit members in the implementation of the plan.

C. Employee Discipline

The Association recognizes that abuses of sick leave or other leaves, chronic tardiness or absence, willful deficiencies in professional performance by an employee reflect adversely upon the teaching profession and create undesirable conditions in the school system. The Board, in recognition of the concept of progressive discipline, shall notify the employee in writing of alleged delinquencies, indicating a fixed period of time for correction. Alleged breaches shall be promptly reported to the offending employee. The Association will work cooperatively with the Administration to help an employee correct a breach of professional behavior.

An employee shall at all times, be entitled to have present a representative of the Association when he/she is the subject of a disciplinary investigation or is being disciplined for any infraction of rules or delinquency in professional performance. When a request for such representation is made, no action shall be taken with respect to the employee until such representation of the Association is present. The Association shall promptly furnish representation in these circumstances so that disciplinary action is not being delayed.

Non-probationary employees shall not be disciplined, reprimanded, reduced in rank or compensation or deprived of any professional advantage without just cause. Any such discipline, reprimand, reduction in rank, compensation or advantage shall be subject to the professional grievance procedure hereinafter set forth.

The non-renewal of those probationary employees hired after the ratification date of this contract will not be subject to the just cause standard.

Information forming the basis for disciplinary action as required by the Public Employment Relations Act and Freedom of Information Act will be made available to the employee and, upon the employee's request, to the Association.

D. Resignations

When an employee terminates his/her contractual services without at least ten (10) school days written notice to the Board, said employee will forfeit payment for unused sick leave days that have accrued under Article 11 A.

E. Qualifications for Employment

Each employee recognizes that it is his/her own responsibility to be properly prepared for his/her contractual position. Each employee will minimally meet all requirements of the Michigan Department of Education or other appropriate State licensing authority established for employment in his/her specialty and will have the requisite certificates, endorsements, licenses and/or approvals to perform and provide a qualified professional service.

It is the bargaining unit member's responsibility to file such certificates, endorsements, licenses and/or approvals with the District. The certification and licensure status of a bargaining unit member on file with the District shall be considered conclusive for all purposes under this Agreement. The failure of a bargaining unit member to be in compliance with the above, within the timelines established by law, shall result in dismissal from the employ of Mecosta Osceola Intermediate School District.

The bargaining unit member shall promptly provide written notice to the District of any change to his/her certificates, endorsements, licenses and/or approvals after the original filing of the same with the District as they become known. This shall include notice of any additional endorsements, licenses, certificate, renewals, approvals, as well as expirations, revocations, and any limitations thereon. The bargaining unit member shall further notify the District and the Association, in writing, in the event that he/she petitions the State Department of Education or other licensing authority for nullification or limitation of his/her certificate (or one or more endorsements thereon), license or approval.

The District and the Association recognize that there may be instances where bargaining unit members are temporarily assigned or transferred by the District outside their area of certification (or approval, authorization or license, as applicable) in order to meet program and service needs. These temporary assignments or transfers shall only occur where appropriate authorization (e.g., State Special Permits under Part 4 of the Teacher Certification Code or temporary approvals under Part 5 of the Revised Administration Rules for Special Education) is obtained. The District shall pay any cost for the issuance of the permit or approval and will reimburse the bargaining unit member for any tuition costs directly associated with the individual maintaining the permit or approval in order to continue in the temporary assignment.

F. Physical Examinations and Psychiatric Evaluations

A physical examination and/or psychiatric evaluation may be required of any employee covered by this Master Agreement. Examinations will be paid for in their entirety by the Board. The Superintendent will provide appropriate forms for examination or evaluation, as are applicable.

In the event that an employee disputes the results of a physical examination and/or psychiatric evaluation performed by a District-selected doctor or psychiatrist, the employee has the right to a second examination or evaluation (at District expense) by a doctor or psychiatrist selected by the employee. If the

Board disputes that assessment, the District and the employee will jointly select a third doctor or psychiatrist. Employees will sign the necessary releases to allow the results of these examinations to be shared with the District for purposes of this section.

The Board reserves the right to require verification from a health care professional to verify an employee's fitness for duty or eligibility for leave under the following circumstances:

- 1. To determine an employee's eligibility for leave taken for illness/disability reasons under this Agreement or where the leave is required to be granted by law. This verification shall not be requested unless the leave of absence exceeds three (3) consecutive work days. However, where the Board has reason to believe that leave is being misused, verification may be required for the first and any ensuing days of absence.
- 2. To determine an employee's ability to return from a leave of absence taken because of illness or disability; or
- 3. To evaluate an employee's fitness for duty where the Board has articulated concerns regarding an employee's ability to perform the functions of his/her assignment. These concerns will be made in writing at or prior to the time that verification is required.
- 4. The cost of any examination required by the Board and conducted by a Board-approved health care professional shall be paid by the Board to the extent that the employee's insurance does not cover the cost of the examination.

G. Vacancies

For the purpose of the Article, a vacancy shall be defined as a professional position within the bargaining unit, which the Board intends to fill and which is unfilled, because it is newly created or vacated.

Whenever any vacancy within the bargaining unit shall occur, the Board shall publicize the same by posting notice of the vacancy for five (5) work days, and shall forward a copy to Association President. There shall be no requirement to post a vacancy where there is a laid off bargaining unit member who is eligible for recall to the open position.

Any employee possessing required certification and posted qualifications may apply. If two or more employees meet the minimum certification and qualifications, preference shall be given to the person with the most seniority, unless deficiencies have been previously documented in writing in their personnel files which would adversely affect their ability to assume the position.

If the District does not fill a vacant position due to the unavailability of a properly certified and qualified candidate and subsequently determines, in its discretion, to offer or support additional training to enable a candidate to attain the requisite certification and qualifications for the vacant assignment, the position will be reposted before it is filled in this manner. The revised posting will indicate the type and extent of training or other support that will be provided at District expense. This provision shall not create any obligation upon the District to expend funds for the above purposes but is instead only intended to regulate the announcement of such opportunities so that interested bargaining unit members may apply for them.

Persons employed by the District and denied the vacancy will receive written notification outlining the reasons for the denial.

When the District determines, in its discretion, to fill a vacancy occurring during the school year that has not been filled through the above procedures by distributing the workload of the vacant position to existing staff members, the District will compensate the affected staff members for the additional assigned duties beyond his/her regular workload for up to two (2) hours per day, at an hourly rate based upon the affected employee's per diem rate. These arrangements are subject to prior approval of the Superintendent (or designee), in consultation with the Association.

H. Involuntary Transfer - shall be defined as a change in assignment or reassignment of the employee to a position which is different than the one currently held or, following a summer break, the position held the previous school year. In the event an involuntary transfer is necessary, the least senior person who meets the qualifications for the position shall be placed in the position. When a position reopens, the involuntarily transferred personnel will be allowed first opportunity to apply for and be given primary consideration for that position.

I. Assignments

The District will make a reasonable attempt to notify employees of their work building, district, and room assignment at least fifteen (15) calendar days prior to the beginning of each new school year.

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ARTICLE 5 - PROFESSIONAL COMPENSATION

A. Experience Transferable

Up to ten (10) years of experience may be credited to new hires.

B. Contract

All professional employees are to be hired by written contract. The form of this written contract shall be determined by the Board and shall have as its basis the full privilege and protection of this Agreement. Less than full-time employees will have pro-rata privileges and full protection of the Master Agreement, unless hired on a tutor or substitute basis.

C. Pay Options

Employees shall be paid according to pre-selected options. The choice shall be made, in writing, not later than the first employee workday. After the option has been selected by the employee, no change shall be made for the remainder of the school year. The first option shall be twenty-six equal pays (27 pays on years where the calendar would result in a disruption of biweekly pay schedule) and the second option twenty-one equal pays. Contracts and the base salary schedule are based upon the agreed upon school calendar.

D. Placement on Salary Schedule

All employees shall be placed on the salary schedule set forth in Schedule A, which is attached to this Agreement. A full-time employee taking an unpaid leave of absence totaling less than 46 work days in a given school year shall be advanced one full step on the next school year's salary schedule.

Advancement to the next lane on the salary schedule requires that course work be in a planned program or in acceptable courses, pre-approved by the Superintendent or his designee, which can be applied to an advanced degree, certification or endorsement. The hours in question must be taken subsequent to receipt of a Bachelor's/Master's degree in order to qualify for an advanced salary column placement. See Appendix for approved course form.

The Master of Social Work Degree, consisting of two (2) years of course and field work beyond the Bachelor's degree with a Certified Social Worker Certificate issued by the State of Michigan and full State Department of Education approval, and the Master of Physical Therapy Degree, consisting of three (3) years of coursework and field work beyond the Bachelor's degree with state licensure by the State of Michigan will be considered equivalent on the salary scheduled to MA + 20 for Social Workers and Physical Therapists employed by the Board prior to July 1, 2005. Social Workers and Physical Therapists hired after July 1, 2005 will be placed on the MA column of the salary schedule.

E. Sick Leave

Sick leave shall be granted on the basis of one (1) day per month for up to ten (10) days per year for full-time and full school year employment. These days will be credited at the beginning of the school year. If any employee terminates service before the end of the school year, payroll deduction will be made for all sick leave used in excess of one (1) day per month. Any employee who begins work after the first day of school will have the sick days prorated and the total number of pro-rated days will be credited to the employee. Any employee working less than full-time or less than the full year (e.g. unpaid leaves, layoff, separation) shall have his/her sick leave pro-rated.

Sick leave shall be allowed for illness of the employee, employee's spouse, children, grandchildren, legal dependents, parents (including stepparents and legal guardians, if the employee was raised by a guardian rather than a parent), and parents-in-law. It is agreed that sick leave may also be used for the purposes of childbirth, adoption or disability surrounding the termination of pregnancy.

For the purposes of Family and Medical Leave Act (FMLA), sick leave allowed and which is taken under this Article shall be charged against the employee's FMLA leave entitlement at the election of either the Board or the eligible employee.

While on FMLA leave, the employee shall accrue seniority and all other benefits. An employee, while on FMLA leave, shall continue to receive, within the limits of the FMLA, the same employer-paid insurance package that he/she was receiving before utilizing FMLA leave.

The method of determining the "12-month period" for FMLA eligibility shall follow the school year calendar. The beginning date shall be July 1 of each year and end with June 30th of the following year. Changes to another method of determining the 12-month period by the District shall be given to the Association in writing at least 60 days before said change is proposed to take effect and is subject to mutual agreement between the Association and the Board.

In cases of extended illness and where all sick leave has been used, employees may be placed on leave without pay for a period not exceeding one (1) year. In extenuating circumstances, the employee may request the Board to approve up to one additional year of leave without pay. Employees placed on leave without pay will not be compensated for days school is closed due to inclement weather or other unforeseen events.

The Board reserves the right to require an examination by a Board-approved physician at Board expense for employees who have been granted leave without pay upon their return to active employment after an extended illness.

Upon his/her return to work, within the same school year or at the expiration of leave under this Agreement or taken by an eligible employee under the Family

and Medical Leave Act, the employee shall be returned to the position held prior to the leave, provided that he/she is certified, (or authorized or approved, as applicable), qualified and able (with or without reasonable accommodation) to perform the essential functions of that assignment. Satisfaction of these standards shall be considered as restoration to an equivalent assignment or position for purposes of the Family and Medical Leave Act.

F. Personal Leave With Pay

Each employee regularly employed by the Board shall be granted two (2) Personal Leave days per year. The Personal Leave days may be for any purpose at the sole discretion of the employee, except on the day before or after any holiday and/or the day before or after any vacation day and/or any day during the last two weeks of school and/or any day not scheduled as a full day of student attendance, except in case of emergency, with advance notice to the Superintendent. A teacher planning to use a personal leave day shall notify his/her principal/supervisor at least two (2) days in advance except in cases of emergency. In extenuating circumstances the Superintendent may approve the use of personal leave during the excluded times.

Personal Leave may be accumulated up to five (5) days, but shall, if not used as personal leave, accrue as sick leave.

G. Worker's Compensation

If absence occurs due to injury or illness incurred while performing duties for the MOISD and under the Michigan Worker's Disability Compensation Act (WDCA), the employee will receive WDCA wage loss benefits. Absences will not be charged against the employee's sick leave.

Insurance premiums for dental, vision and life not covered by Long Term Disability will be provided by the Board for not more than six (6) months after WDCA benefits have become payable to the employee, or the end of the school year in which benefits become payable, whichever is longer.

H. Sabbatical Leave

After seven (7) consecutive years of employment, an employee shall be eligible for a sabbatical leave of one (1) year without pay. Upon return from leave the employee shall be reinstated with previously accrued sick leave and to the next step on the salary schedule (i.e. the next step beyond the employee's step at the end of the school year immediately before the leave commenced). The Association will recommend a person for this leave to the Board of Education.

I. Family Leave

An employee must notify the Superintendent as soon as possible when a family leave is requested. Beginning and ending dates of the leave shall be established on an individual basis in consultation with the Superintendent. Family leave shall be without pay except as specified in Section E or under the provisions of the FMLA.

Unless there are complications or extenuating circumstances beyond the control f the employee, family leave, with the exception of those employees qualifying for leave under the FMLA, shall be limited to eight (8) weeks. (Periods of family leave will run concurrently with leave taken by eligible employees under FMLA).

J. Bereavement Leave

When death occurs in an employee's immediate family, i.e., spouse, child, stepchild, legal dependent, or parent (including step-parent and legal guardian, if the employee was raised by a guardian rather than a parent), such employee, upon his or her request, shall be granted a paid leave of absence for up to five (5) working days for each occurrence.

Three (3) workdays per year shall be granted for each occurrence of the death of other immediate family member such as mother-in-law, father-in-law, sister, stepsister, brother, stepbrother, grandparents, grandchildren, stepparents, and guardians.

One (1) paid bereavement leave day shall be granted in the case of the death of the employee's brother-in-law, sister-in-law, grandmother-in-law, grandfather-inlaw, aunt, uncle, niece, nephew and student in the employee's current caseload or classroom for each occurrence.

The employee must attend the funeral or memorial service in order to receive the paid leave. Multiple day leaves must be taken contiguously and at time of death (cannot be taken intermittently). Exceptions will be allowed if burial is delayed until warmer weather or a memorial is held at a later date. (Example: Death occurs in January and actual graveside burial does not take place until May, or death occurs in January and cremation takes place and a formal memorial is held at later date.) Employee will be granted days for the examples listed above (or similar circumstances) and the days will be deducted from the three (3) or five (5) days allowed in contract; these are not additional days. In order to receive these days they must be requested at the time of original leave.

It is the intent of this article to allow the employee time to grieve the loss and time to travel to and attend funeral or memorial service only.

The employee must attend the funeral or memorial service for the above to apply.

In extenuating circumstances, the Superintendent may approve additional bereavement leave which will be charged against the employee's accumulated sick leave.

K. Association Days

Ten (10) days annually shall be available to the Association for Association business. Reimbursement shall follow law (ORS regulations), as determined by a joint request for clarification.

L. Professional Development

The District recognizes the benefit of professional development and will attempt to allow employees to attend on an equitable basis, provided funds are available.

M. Protection of Teachers

The Board will reimburse employees for any loss of, damage to, or destruction of, personal property of the employee used in teaching and approved for use, in writing, by the Superintendent in advance, provided that such injury to property occurs while the said employee is on duty in the school or on the school premises and further providing that such property is not covered by other insurance. This provision does not include damage to autos.

N. Insurance

Plan A, Plan B and C Benefits

Plan A: The Employer agrees to pay an annual premium for insurance of no more than \$6,685.71 for single subscriber, \$13,980.75 for two person and \$18,232.31 for full family coverage and adjusted thereafter according to the terms of Public Act 152, on behalf of each eligible member. The Association will have the option to change the plan design.

Delta Dental - 80/80/80: \$1,300 \$3000.00 Class I, II, & III max

Negotiated Life: \$30,000 AD&D

Vision - VSP 3 GOLD

Plan B: For employee not needing health insurance

Delta Dental - 80/80/80/80: \$1,300 \$3000.00 Class I, II, & III max

Negotiated Life: \$30,000 AD&D

Vision - VSP 3 GOLD

Long Term Disability - 66 2/3

\$250 per month deposited in a Board administered plan under Section 125

of the Internal Revenue Code. *

\$300 per month if 12 or more employees enroll and remain in Plan B for the plan year.

Plan C: For employees not needing any insurance coverage

\$300 per month deposited in a Board administered plan under Section 125 of the Internal Revenue Code. *

*The Board will administer a plan under Section 125 of the Internal Revenue Code. It is the responsibility of each eligible bargaining unit member to comply with all requirements for eligibility, enrollment, coverage and plan elections. These responsibilities shall include, but shall not be limited to initial enrollment, benefit election and submission of all information necessary for claims processing and/or claims administration.

In the event that an eligible bargaining member waives (in writing) available coverages under Plan A and elects to receive additional compensation under Plan B or Plan C in lieu of receiving health coverage, any directions of that compensation to a tax-deferred annuity under Section 403(b) of the Internal Revenue Code or within the meaning of Section 1224 of the Revised School Code shall be regarded as a voluntary and elective contribution made by the bargaining unit member through salary reduction. The employer may condition eligibility for the medical benefit plan based upon the employee authorizing the employer, in writing, to make the deduction through payroll for the premium amount for which the employee is responsible. Individuals on COBRA will be invoiced for their amount due.

- 1. The Board will provide insurance information, including applications as are provided to the District for distribution by the insurance carrier.
 - a. Employees shall complete an official health application blank in order to enroll for coverage.
 - b. It is the responsibility for the member to notify the business office of any change in the member's family dependency status within thirty (30) days. Any overpayment of premiums on behalf of the employee paid by the District, and not reimbursed, due to the employee's failure to so notify, will be billed back to the employee.
 - c. If spouses are both employed by the District and covered by this Agreement, the Board will pay premiums for Plan coverage for one spouse. The other spouse must elect either Plan B or Plan C.
- 2. The Board will pay for less than full-time employees the pro-rated costs of the above insurance premiums that are paid to full-time employees. The pro-ration will be on the number of classroom duty hours and the number of months worked, if they (i.e., the part-time employees) pay for the other costs.
- 3. In the event an employee does not qualify for FMLA and has exhausted all paid sick leave, the Board shall continue uninterrupted insurance premium payments, as defined in this document, through the first sixty (60) work days-of unpaid absence with no additional cost over and above the employee's co-pay. The employee will be responsible for a full month's benefit cost beginning with the sixty-first day of absence.
- 4. The Board, by payment of the premium payments required to provide the coverage set forth, shall be relieved from all liability with respect to the benefits provided by the insurance coverage as above described. The failure of an insurance company to provide any of the benefits for which it has contracted, providing the Board and the Association have met their obligations and responsibilities as outlined in Section N-2, shall not result

in any liability to the Board or the Association, nor shall such failure to be considered a breach of any obligation by either of them.

- 5. Disputes between beneficiaries of the employee and any insurance company shall not be subject to the Grievance Procedure established herein, providing the Board has met its obligations and responsibilities outlined in Section N-2.
- 6. Upon termination, unpaid leave of absence (except FMLA leaves), or layoff from employment with the Board, the employee's benefits as described above will cease to be paid by the Board, when the Board has completed its contracted obligations to the employee.
- 7. Existing Board services in regard to payroll deductions shall continue to be provided as they have in the past without charge to the employee.

O. Attracting New Employees

Nothing in this Agreement shall prevent the Board from offering incentives to attract new employees for bargaining unit positions. Such incentives may include, but shall not be limited to: signing bonus, reimbursement for moving expenses, assistance with repayment of outstanding student loans, and any other incentives as are determined appropriate by the Board. The Board agrees to notify the Association in the event that a newly hired bargaining unit member receives an incentive. Newly hired bargaining unit members will not be given assignment preference over existing bargaining unit members as a hiring incentive.

P. Military Leave

District agrees to follow all federal laws regarding military leave.

ARTICLE 6 - PROFESSIONAL POLICIES

A. Facilities

The parties recognize that the availability of adequate school facilities for both students and teacher is desirable to insure the high quality of education that is the goal for both teacher and Board. Whenever possible, and especially in the event of new buildings, adequate planning is to be given to sufficient rooms for special services. Each discipline will have files in the central office for the purpose of storing children's records.

B. Paraeducator Supervision

It is acknowledged by both parties that the primary duty and responsibility of special education teachers is to teach those pupils under their care. Teachers shall provide their immediate supervisor with input for the evaluation of paraeducational personnel and shall promptly report to the immediate supervisor any observed deficiency in the paraeducator's performance. Upon request of the teacher, the supervising administrator shall meet with the teacher and paraeducator to review the paraeducator's performance.

C. Teaching Loads

Teacher work loads shall be as prescribed by the State Department of Education in compliance with IDEA and State Education Rules, and in agreement with the Superintendent or his/her designee.

Itinerant staff shall develop, jointly with the Special Education Director, or his/her designee, a weekly schedule providing preparation time. Their caseloads shall be in compliance with the State of Michigan Special Education Rules and IDEA recommendations. The Itinerant Advisory Board may review situations not specifically addressed in the rules, when requested by the Director or his/her designee.

D. Work Hours

1. All employees covered by this Agreement will be required to be at their work assignments between the hours of 8:00 a.m. and 3:30 p.m. daily.

However, due to transportation routes and various starting times of each local district, employees may be required to adjust their starting and ending times.

- 2. All employees covered by this agreement shall be allowed thirty (30) minutes duty free lunch, as scheduled by direct supervisor.
- 3. The length of the work day as described in Article 1 above can be extended to include the professional obligation to attend all assigned IEPT meetings, provided that such does not exceed three (3) hours extra per month. Should the need for IEPT meeting attendance exceed more than

three (3) hours extra monthly, the total hours per school year shall not exceed twenty-seven (27) hours total. Staff will be paid their per diem hourly rate for all hours that exceed twenty-seven (27) with prior supervisory approval and required documentation.

The employees covered by this Agreement, as described in Article 1, accept the professional obligation to occasionally attend meetings with parents or other professionals at hours beyond the normal work day. Such obligation shall not mandate the employee to more than two (2) hours per month nor obligate the employee to more than 40 hours of work per work week, exclusive of lunch hour.

4. Classroom instructional staff will have sixty (60) minutes of instructional planning time per day or they will be paid their per diem hourly rate for their planning time. Planning time will be counted in ten (10) minute increments. The sixty (60) minutes may be granted all at one time or may be split to accommodate the classroom schedule. However, if the time is split, at least one block will be a minimum of 30 minutes and none of the remaining blocks will be less than ten (10) minutes in length.

E. Mentor/Mentee

Employees may serve, on a voluntary basis and with administrative approval, as mentors for teachers in their first three years of teaching, as is contemplated by Section 1526 of the Revised School Code. Mentors may also be appointed for other professional staff members (non-teachers) or where special supervision is required. The purpose of the mentor-mentee relationship is to provide new teacher/professional staff members with support and assistance in the introduction to their profession. For each mentee assigned, the mentor shall be compensated \$500 per school year.

Administration will assign a mentor no later than Board approval date.

Physical Therapists and Occupational Therapists who are responsible for overseeing the caseloads of Certified Occupational Therapy Assistants (COTA) and Physical Therapy Assistants (PTA) shall be compensated \$500.00 per COTA/PTA per school year. In the event responsibility is shared, the \$500.00 stipend shall be split proportionately.

- F. Bargaining unit members that take classes or training that results in an additional certification, endorsement or degree may be eligible for reimbursement of such costs provided the following conditions are met:
 - 1. The classes or training are pre-approved by the immediate supervisor
 - 2. The classes or training will benefit the employee in their current or future role with the MOISD as determined by administration

3.	Reimbursement for all bargaining unit members combined under this provision shall not exceed \$25,000 in any given school year. If all reimbursement requests exceed this number then they will be pro-rated based on a percentage of total costs applied to the \$25,000 cap.				

ARTICLE 7 - NEGOTIATION PROCEDURES

- A. The representatives of the Association and the representatives of the Employer agree to meet when it is mutually determined to be necessary during the term of the contract to discuss items of mutual concern relating to this contract. Items for a given meeting shall be limited to an agenda proposed in advance.
- B. At least sixty (60) days prior to the expiration of this Agreement, the parties will likewise begin negotiations for a new Agreement covering wages, hours, terms, and conditions of employment.
- C. Neither party in any negotiations shall have any control over the selection of the negotiating or bargaining representatives of the other party and each party may select its representatives from within or outside the school district. While no final agreement shall be executed without ratification by the Association and the Board, the parties mutually pledge that their representatives will be clothed with all necessary power and authority to make proposals and consider proposals in the course of negotiations.
- D. Negotiation meetings will be held at mutually satisfactory time and place.
- E. Meetings will be private and shall not be open to the public or news media.
- F. Each party shall keep its own minutes unless otherwise mutually agreed upon for one person to keep the minutes.
- G. All agreements are tentative until final agreement is reached on the complete contract. Tentative agreements shall be duplicated, dated and initialed by the Chairman of each party.
- H. Either party may caucus at any time.

ARTICLE 8 – GRIEVANCE PROCEDURE

A. Definition

A grievance may be a dispute, a difference of opinion or the interpretation of applications of this Agreement. Grievances that arise as a dispute or difference of opinion may only advance to step two of the grievance procedure. Any grievance that involves interpretation or provision of this agreement is subject to the outlined grievance procedure up to and including arbitration.

Every employee shall have the right to have an Association representative present at any and all steps of the grievance procedure. The grievant must participate at the procedural meetings (by phone or other electronic means).

An individual employee may present a grievance to the Board or its designated representatives as long as any adjustment is not inconsistent with the terms of this Agreement.

B. Work Day

For the purpose of this Article, a "work day" is a school day. Saturday, Sunday, holidays, and vacation will not be considered working days.

C. Time Lines

<u>Step I - Verbal Discussion</u>: Within ten (10) working days of becoming aware of an alleged grievable event, the employee or one member of a group of employees having a grievance shall first discuss the matter verbally with the Director of Special Education.

A written answer shall be given by the Director of Special Education.within ten (10) working days following the discussion. If the grievance is not settled, it shall proceed to Step II.

<u>Step II - Written Correspondence</u>: A grievance signed by the employee or representative of the Association shall be presented in writing within the ten (10) working days following the written answer. Within ten (10) working days after presentation of the grievance, the Superintendent or his/her agent give his/her answer in writing.

Step III - Appeal to Board: If this grievance is not settled in Step II, it may be appealed to the Board in writing within ten (10) working days after receipt of the answer in Step II. A meeting shall be held within ten (10) working days between the Board or its designee and representatives of the Association. The Board or its designee shall give its answer in writing ten (10) working days after the date of the meeting or any adjournment thereof.

<u>Step IV - Arbitration</u>: An arbitratable grievance not settled in Step III of the grievance procedure may be subject to arbitration provided notice of intent to arbitrate is given in writing by the Association within ten (10) working days from receipt by the Association of the answer in Step III of the Grievance Procedure. Such notice of intent to arbitrate shall be given by the President of the Association to the President of the Board.

Within ten (10) working days after written notice to arbitrate is given, a meeting shall be held to select an arbitrator. If the parties cannot agree upon an arbitrator at this meeting, a joint request for a panel of arbitrators shall be made to the Michigan Employment Relations Commission or American Arbitration Association in accordance with their rules.

The arbitrator shall have no power to alter, add to, or subtract from, the terms of this Agreement.

Both parties agree to be bound by the award of the arbitrator.

The costs of any arbitration under this Article shall be borne jointly by the parties involved. The expense of preparation and presentation of their cases will be borne by the parties separately.

D. Failure to Meet Timelines

Any grievance not advanced by the Association or employee to the next step within the required limit in that step shall be deemed abandoned. A grievance not answered by the administration or Board within the required time limits shall automatically advance to the next step. Time limits may be extended in writing by the Board or its representative and the Association by mutual agreement.

E. Policy Grievance

The President of the Association may file a policy grievance when such may affect all or a substantial number of its members or when unusual circumstances exist. Such grievance shall be filed within ten (10) working days after the Association should have had knowledge of the incident. A policy grievance may be initiated at Step II.

ARTICLE 9 - LAYOFF & RECALL

*The highlighted language of this Article is restricted to School Social workers, School Psychologists, Speech Pathologists, Occupational Therapists, and Physical Therapists and excludes Teachers, Teacher Consultants and all other positions requiring a teaching certificate.

A. Written Notice

In the event of layoff, affected personnel shall be notified in writing at least forty-five (45) calendar days prior to the effective date of layoff. Every reasonable effort will be made to avoid layoffs during the school year.

B. Layoff

Layoff shall be on the basis of seniority, certifications, and qualifications, with seniority being the primary consideration, unless deficiencies have been previously documented in writing in their personnel file that would adversely affect their ability to assume the position.

C. Seniority

Seniority shall be computed from the date of hire, which is the first day of work and shall be defined as the length of unbroken service within the bargaining unit. In the event that multiple employees have the same date of hire, position on the seniority list shall be determined by the final four digits of the employees' social security number, with the highest number being awarded the higher position on the seniority list.

All bargaining unit seniority is lost when employment is severed by resignation, retirement, and/or by discharge for cause. Previously accumulated seniority within the bargaining unit is retained, but no additional seniority will accumulate during any period when a former bargaining unit member is employed in a supervisory/administrative non-bargaining unit position. Time spent on Board approved leave shall not be construed as a break in continuous service and seniority shall continue to accrue.

The District shall present to the Association a current seniority list of bargaining unit members and others with seniority in the District during the first week of school and again, the first week of the second semester of classes. The Association shall have until December 1 and February 1 during which to challenge the accuracy of the information on the seniority list. Absent any objections by that date, the list prepared by the MOISD shall be regarded as conclusive. The seniority list will include the bargaining unit employees name, date of hire, and classification within the unit.

Seniority is not accrued during layoff.

D. Order of Recall

Employees shall be recalled for layoff position openings based on seniority, certifications, and qualifications. If an employee meets the certification and qualification requirements, seniority will be given priority unless previous deficiencies have been documented in writing in their personnel file that would adversely affect their ability to assume the position.

E. Recall Procedure

The Board shall give written notice to recall from layoff by sending a certified letter to the employee's last known address with a copy sent to the Association President. The employee shall respond to the notice of recall within fifteen (15) calendar days of the date the notice was mailed. Refusal or acceptance of a position that is less than full-time shall not affect an employee's recall rights to a full-time position. All laid off personnel shall be given first opportunity to accept part-time or special education tutor work (when certification/qualifications are met).

Once part-time employment has been accepted, the employee may retain that position until it expands to a full-time position.

F. Termination of Rights to Recall

In recalling employees from layoff, no employee will be terminated, lose recall rights or seniority if the employee is at the time of recall under contract with another school district. This provision expires at the end of the contract year that the recall was issued. Refusal of a full-time position shall be construed as a voluntary quit with all rights to recall and seniority terminated.

Recall rights of any laid-off employee will end on the fifth anniversary of his/her layoff.

G. Salary Adjustment

A bargaining unit member who is paid unemployment compensation benefits during the summer months chargeable to the District and who is subsequently employed in the bargaining unit in the ensuing school year shall have his/her compensation for that school year adjusted such that his/her unemployment compensation benefits received, plus adjusted compensation, will be equal to the total compensation he/she would have earned for the ensuing school year had he/she not received unemployment compensation benefits during the summer months.

*The highlighted language of this Article is restricted to School Social workers, School Psychologists, Speech Pathologists, Occupational Therapists, and Physical Therapists and excludes Teachers, Teacher Consultants and all other positions requiring a teaching certificate.

ARTICLE 10 - MISCELLANEOUS

*The highlighted language of this Article is restricted to School Social workers, School Psychologists, Speech Pathologists, Occupational Therapists, and Physical Therapists and excludes Teachers, Teacher Consultants and all other positions requiring a teaching certificate.

- A. Agreement Supersedes
 - The Agreement shall supersede any contrary or inconsistent terms pertaining to mandatory subjects of bargaining contained in any individual teacher contracts which shall be made expressly subject to the terms of this Agreement.
- B. Copies of Agreement Copies of this Agreement shall be provided by the Board and said copies, separate from administrative bulletins, shall be presented to all teachers now employed or hereafter employed by the Board.
- C. Summer Employment
 Prior to the beginning of any extended year session, any position that requires a person who is covered by this agreement will be posted, setting forth the minimum qualifications and the response date of the posting. Interested

employees shall apply in writing by the response date.

In all cases, priority will be first determined by the applicants indicating intent to complete the entire extended year assignment. Incumbent persons shall be given first right of assignment. Second selection will be based on seniority, certifications, and qualifications, with the most senior certified and qualified person awarded the position unless previous deficiencies have been documented in writing in their personnel file that would adversely affect their ability to assume the position.

- 1. Salary will be prorated at the current contract hourly rate of the employee.
- 2. Summer employees will earn one sick day for every 25 days worked.
- 3. Summer employees may use sick days that were earned during the regular school year.

Summer program assignments are annual assignments of extra duty compensation. Assignment to the program is regarded as optional and a specific, separate extra duty/extra pay contract shall be issued.

An emergency manager appointed under the Local Financial Stability and Choice Act is authorized to reject, modify or terminate this Agreement as provided in the Local Financial Stability and Choice Act, 2012 Public Act 436.

Itinerant staff members shall have the option to designate time during summer work as compensatory time or additional salary, however once the designation has

been chosen it shall not be modified. One day of compensatory time shall be equal to seven (7) hours of work.

*The highlighted language of this Article is restricted to School Social workers, School Psychologists, Speech Pathologists, Occupational Therapists, and Physical Therapists and excludes Teachers, Teacher Consultants and all other positions requiring a teaching certificate.

ARTICLE 11 – SALARY/TERMINATION OF EMPLOYMENT

A. Reimbursement to Employee

Upon retirement, resignation, or "voluntary quit" as described in Article 9, Section F from the Mecosta-Osceola Intermediate School District after ten (10) years of continuous service, each employee shall be reimbursed at the current daily rate of pay for MOISD substitute teachers for each unused sick day that he/she has accumulated during his/her service with the District. Employees hired after June 30, 2005 shall be paid for up to a maximum of 150 days.

B. Reimbursement to Beneficiary

In the event of the death of an employee who has completed seven (7) years of continuous service with the Mecosta-Osceola Intermediate School District, the District will pay the employee's designated beneficiary at the current daily rate of pay for MOISD substitute teachers for each day of accumulated unused sick leave - not to exceed 180 days.

ARTICLE 12 - WAIVER AND ENTIRE AGREEMENT

A. Waiver

The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the District and the Association, for the life of this Agreement, each voluntarily and unqualified waive the right and each agree that the other shall not be obligated to bargain collectively with respect to any subject or matter specifically referred to or covered in this Agreement, and also with respect to any subject matter which was negotiated or which was raised in the negotiations leading to this Agreement but on which no agreement was reached at the time that the parties ratified this Agreement.

To the extent required by the Public Employment Relations Act, the District and the Association recognize their mutual obligation to bargain during the term of this Agreement with regard to unanticipated and unforeseen matters impacting wages, hours, terms and conditions of employment.

B. Entire Agreement

This Agreement supersedes and cancels all previous agreements, verbal or written or based on alleged past practices, between the District and the Association and constitutes the entire Agreement between the parties. Any amendment or agreement supplemental hereto shall not be binding upon either party unless executed in writing by the parties hereto.

ARTICLE 13 - SCHOOL CANCELLATIONS AND RESCHEDULING

A. Conditions for Cancellations

Scheduled days and hours of student instruction which are not held because of conditions not within the control of school authorities, such an inclement weather (and other conditions specified within the State School Aid Act), will be rescheduled as necessary to ensure instruction as prescribed by law and to enable the district and its constituent school systems to receive full State Aid. When schools are closed due to the above conditions, employees will not be required to report for work, except as is otherwise specified in paragraph B of this Article. Employees will be paid for scheduled days and hours when school is closed and will work on all rescheduled days and hours for no additional compensation.

B. Cancellation/Rescheduling

Bargaining unit members will observe the following cancellation and rescheduling arrangements:

- 1. Education Center personnel will follow the MOISD cancellation and rescheduling protocol.
- 2. Itinerant staff will follow the cancellation and rescheduling protocol of the constituent district(s) to which they are assigned. In the event that an itinerant bargaining unit member is assigned to more than one constituent district and any of those districts conduct an instructional day on a day when the other district(s) are closed, the bargaining unit member shall report to the open district unless services cannot be rendered at that location. In the latter circumstance, the employee will either not report or, with consent his/her supervisor, may report to their office at the ISD.
- 3. Bargaining unit members assigned to MOISD operated satellite classrooms in constituent school districts shall follow the cancellation and rescheduling protocol of the host entity where the program is physically located. Residential facilities shall follow the cancellation and rescheduling protocol of the district where the facility is located (Eagle Village-Reed City, Pineview and Muskegon River Youth Home-Evart).

ARTICLE 14 – CALENDAR

A. The calendar will consist of 178 staff work days for 2015-16 and 183 staff work days for the remainder of the contract and shall meet the student contact day/hours as required by law. The MOISD Administration will gather input from itinerants and satellite teachers and notify these staff members of how discrepancies will be resolved between ISD and LEA Calendars by October 1st of each year.

B. Calendar Development

The District shall set the calendar following the perpetual calendar guidelines developed in conjunction with local school district Administrations and Education Associations.

C. US 10 Corridor Calendar Development

The District shall set the US 10 Corridor school calendar, with input from those MOISD employees covered by this agreement and assigned to US 10 Corridor, using the previous year's calendar as a guideline for the new calendar.

ARTICLE 15 - DURATION OF AGREEMENT

This Agreement shall be effective as of the 1^{st} day of July, 2019, and shall continue effective until the 30^{th} day of June, 2023.

This Agreement shall not be extended orally and it is expressly understood that it shall expire on the day indicated.

SCHEDULE A - SALARY SCHEDULE

The daily rate for a professional employee shall be calculated from the regular salary of the employee, as specified in Schedule A, and shall include longevity for which the employee is eligible.

MEA 2019 - 2020 Salary Schedule					
STEP BA		BA+30/MA	MA+20	EDS	
0	41,224	43,929	45,425	46,969	
1	43,698	46,563	48,150	49,787	
2	46,168	49,200	50,874	52,606	
3	48,643	51,839	53,599	55,423	
4	51,120	54,475	56,322	58,241	
5	53,592	57,106	59,050	61,058	
6	56,063	59,743	61,775	63,876	
7	58,538	62,381	64,500	66,693	
8	61,010	65,017	67,226	69,511	
9	63,480	67,652	69,952	72,329	
10+	68,320	72,805	75,277	77,840	
12	71,320	75,805	78,277	80,840	

	MEA 2020 - 2021 Salary Schedule					
STEP	BA	BA+30/MA	MA+20	EDŞ		
0	42,048	44,808	46,334	47,908		
1	44,572	47,494	49,113	50,783		
2	47,091	50,184	51,891	53,658		
3	49,616	52,876	54,671	56,531		
4	52,142	55,565	57,448	59,406		
5	54,664	58,248	60,231	62,279		
6	57,184	60,938	63,011	65,154		
7	59,709	63,629	65,790	68,027		
8	62,230	66,317	68,571	70,901		
9	64,750	69,005	71,351	73,776		
10+	69,686	74,261	76,783	79,397		
12	72,746	77,321	79,843	82,457		

MEA 2021 - 2022 Salary Schedule					
STEP	BA	BA+30/MA	MA+20	EDS	
0	42,889	45,704	47,260	48,867	
1	45,463	48,444	50,095	51,798	
2	48,033	51,188	52,929	54,731	
3	50,608	53,933	55,764	57,662	
4	53,185	56,676	58,597	60,594	

5	55,757	59,413	61,436	63,525
6	58,328	62,157	64,271	66,457
7	60,903	64,901	67,106	69,387
8	63,475	67,644	69,942	72,319
9	66,045	70,385	72,778	75,251
10+	71,080	75,746	78,318	80,985
12	74,201	78,868	81,439	84,106

	MEA 2022 - 2023 Salary Schedule					
STEP	ВА	BA+30/MA	MA+20	EDS		
0_	43,747	46,618	48,205	49,844		
1	46,373	49,413	51,097	52,834		
2	48,994	52,211	53,988	55,826		
3	51,620	55,012	56,880	58,815		
4	54,249	57,809	59,769	61,806		
5	56,872	60,601	62,664	64,795		
6	59,495	63,400	65,556	67,786		
7	62,121	66,199	68,448	70,775		
8	64,744	68,997	71,341	73,766		
9	67,365	71,793	74,234	76,756		
10+	72,502	77,261	79,885	82,604		
12	75,685	80,445	83,068	85,788		

SCHEDULE B -LONGEVITY PAY

Experience will be computed at the beginning of the school year. One year of experience will be granted per year.

L1

Longevity will be based on at least 16 years of experience, 12 of which must be full-time equated experience with the Mecosta-Osceola Intermediate School District. A rate of \$1,200 will be applied to all lanes of the salary schedule.

2019-20	72,520	77,005	79,477	82,040
2020-21	73,946	78,521	81,043	83,657
2021-22	75,401	80,068	82,639	85,306
2022-23	76,885	81,645	84,268	86,988

L2

Longevity will be based on at least 19 years of experience, 15 of which must be full-time equated experience with the Mecosta-Osceola Intermediate School District. A rate of \$2,000 will be applied to all lanes of the salary schedule.

2019-20	73,320	77,805	80,277	82,840
2020-21	74,746	79,321	81,843	84,457
2021-22	76,201	80,868	83,439	86,106
2022-23	77,685	82,445	85,068	87,788

SCHEDULE C – MILEAGE REIMBURSEMENT

Mileage reimbursement will be determined in the following manner: The base rate shall match the standard mileage rate as established by the United States Internal Revenue Service. Changes to the standard mileage rate announced by the Internal Revenue Service shall become effective on the implementation date set by the Internal Revenue Service. Bargaining unit members shall be given written notice of changes in the mileage rate and the effective date of the change.

ITINERANT STAFF

All itinerant staff will be paid for actual mileage driven on official school business, minus twice the distance from their homes to the nearest assigned school building, OFFICE, or POD for that day.

Mileage will only be paid for distances within the intermediate district boundaries, except as agreed administratively for other purposes.

Any situation not covered appropriately by this policy will be dealt with as an individual matter by the Superintendent in consultation with the person involved and thereafter agreed upon by the Bargaining Unit.

CLASSROOM TEACHERS

All teachers assigned to a classroom shall be eligible to receive a transportation reimbursement for mileage incurred for classroom purposes.

Example of trips which may be approved:

- 1. Home visits.
- 2. Use of private automobile in case of emergency.
- 3. Travel to IEPC meeting.
- 4. Any other meetings and/or activities as agreed upon in advance by the supervisor and employee.

Staff members will in all cases plan their trips so they can consolidate their business in the least number of trips possible.

Sharing of transportation or carpools will be required whenever possible.

If an employee changes his residence after his initial assignment, the MOISD will not be responsible to pay any additional mileage costs incurred by the employee in the course of serving the students in the areas of his original assignment. This provision is to be on a year-to-year basis. Any exceptions or deviations not covered in this paragraph will be

resolved between the Superintendent, the employee, and an Association Representative.

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SCHEDULE D – PER DIEM RATES FOR VOLUNTARY CURRICULUM WORK

The rate of pay for administrator approved professional development and workshops outside of scheduled work time shall be the bargaining unit members daily rate of pay to be paid in half-day increment for 3.5 hours or less, and full day increment for anything longer than 3.5 hours.

School Social Worker

Planning and Preparation				
ELEMENT	Ineffective=1	Minimally Effective=2	Effective=3	Highly Effective=4
Knowledge of Students' Development and Skills	Displays minimal knowledge of developmental characteristics or student skills/knowledge	Displays general knowledge of developmental characteristics or student skills/knowledge.	Displays solid understanding of typical developmental characteristics and the skills/knowledge as well as exceptions to general patterns.	Displays knowledge of typical developmental characteristics and skills/ knowledge as it pertains to each student, including those with special needs, and utilizes this knowledge to differentiate instruction.
Knowledge of Students' Interests, Cultures, and Varied Approaches to Learning	Is unfamiliar with student interests or cultural heritage. Displays minimal knowledge of different approaches to learning.	Displays general understanding of student interests or cultural heritage.	Displays thorough knowledge of interests and cultural heritage. Demonstrates solid understanding of different approaches to learning.	Displays thorough knowledge of interests and cultural heritage of each student. Uses, where appropriate, knowledge of student varied approaches to learning in instructional planning.
Organization of Physical Space	Is unsuitable for learning activities or accessibility.	Is suitable and accessible for some learning activities.	Is adjusted for learning activities and accessibility as needed.	Is used optimally.

Health and Safety Safety Procedures:	Do not exist.	Exist, but no evidence of review or utilization.	Are evident and periodically reviewed and practiced.	Are evident with documentation of a plan in place for consistent review and practice.	WW
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Learning Environment

ELEMENT	Ineffective	Minimally Effective	Effective	Highly Effective
Interaction with Students	Interaction with at least some students is negative, demeaning, sarcastic. Interaction is inappropriate to students' age or culture. Students' questions or interests are disregarded. Students exhibit disrespect for School Social Worker.	Interactions with students are generally appropriate, but may reflect occasional inconsistencies, favoritism or disregard for students' cultures. Students exhibit only minimal respect for School Social Worker.	Interactions are friendly and demonstrate general warmth, caring, and respect. Interactions are appropriate to developmental and cultural norms. Students exhibit respect for School Social Worker.	Interactions demonstrate genuine caring and respect for individual students. Successfully accommodates students' questions or interests. Students exhibit respect for School Social Worker as an individual.
Student Groups	Students are not productively engaged. Groups are inappropriate to students or instructional goals.	Students are only productive when School Social Worker is involved. Group work is partially organized or partially appropriate to students or instructional goals.	Majority of students are engaged at all times. Group work is organized and fully appropriate to students or instructional goals.	Students are productively engaged. Group work is fully appropriate to students and instructional goals. Students assume responsibility for productivity and given choice in selection.

Materials and Resources	Materials are unavailable. Materials do not support instructional goals. Materials do not engage students meaningfully.	Materials are not readily available. Some materials support goals. Some engage students meaningfully.	Materials are readily available and well organized. Majority of materials support instructional goals. Majority of materials engage students meaningfully.	Encourages student responsibility for efficient operations. Fosters students' choice, adaptation, or creation of materials to enhance their own learning.
Expectations and Directions	Standards do not appear to have been established. Students are confused about standards.	Standards have been established for most situations. Majority of students understand them. Clarification is provided after confusion.	Standards have been established. Standards are clear to all students. Standards contain an appropriate level of detail.	Goals are clear and appear to have been developed with student participation if/when appropriate.
Monitoring and Response to Student Behavior	Is unaware of student actions. Responds disrespectfully.	May miss the activities of some students. Responds inconsistently.	Is alert to student behavior. Response is respectful and generally appropriate.	Is subtle and preventative. Students monitor their own behavior (when possible).
		Instruction	1	
ELEMENT	Ineffective	Minimally Effective	Effective	Highly Effective
Oral and Written Language	Spoken language is inaudible. Written language is illegible. Spoken or written language contains many grammar and syntax errors.	Spoken language is audible. Written language is legible. Errors may occur occasionally.	Spoken and written language is clear and correct.	Spoken and written language is articulate and expressive.

Use of Resources	Is unaware of or does not utilize resources available through the school, district, or community for teaching and learning.	Displays awareness of resources available through the school, district, or community for teaching and learning.	Is aware of and resources available through the school, district, or community for teaching and learning.	Integrates resources available through the school, district, and other organizations.
Use of Instructional Techniques	Questions are geared to lower-level thinking. Students participate in the discussion. Response time is not provided adequately.	Questions indicate an attempt to engage students in discussion and some are geared toward higher-level thinking. Students participate in the discussion when directed. Response time is provided inconsistently.	Questions facilitate higher-level discussion. Students are actively engaged in discussion. Response time is provided adequately for most students.	Questions facilitate higher-level discussion where students seek to engage entire group. Students occasionally lead discussion, where appropriate. Adequate opportunity is available for all students to respond.
Flexibility and Responsive- ness	Adheres rigidly to lesson plan, even when feedback indicates changes are necessary. Gives up or blames the student or the environment for student's lack of success.	Attempts to adjust lesson with mixed results. Accepts responsibility for the success of students. Has a limited repertoire of instructional strategies to use.	Makes minor adjustments effectively. Persists in seeking myriad approaches for students. Possesses an adequate repertoire of instructional strategies.	Adapts instruction continually and spontaneously. Persists in seeking effective approaches for students as individuals. Employs strategies for increasing metacognition.
Feedback to Students	Is not provided. Is in disarray.	Is of low quality. Is rarely provided. Is only partially effective.	Is of high quality. Is provided in a timely manner. Is effective.	Is consistently high quality. Is timely with provisions for students' use.

				Incorporates students' information and interpretation of their records.
Assessment of Student Learning	Is not established or are unclear. Lacks congruence with goals. Is not used to inform planning.	May exist, but is not clearly communicated. Assesses only some goals. Uses results to plan for further interaction.	Is clearly communicated. Assesses goals adequately. Uses results to plan for individuals and groups.	Is clearly communicated with evidence of student contribution. Indicates complete congruence between goals and assessment. Involves student participation in planning the next steps.

Professional Responsibilities

ELEMENT	Ineffective	Minimally Effective	Effective	Highly Effective
Service to Students	Is not attentive to students' needs. Makes decisions based on self-serving interests.	Attempts to serve students inconsistently. Is limited in meeting students' needs.	Is active in serving students. Works within a team to ensure that students receive a fair opportunity to succeed.	Is highly proactive in serving students. Makes effort to ensure that students are honored in the school. Takes a leadership role in decision making.
Service to Families	Provides little information about curriculum or students' progress to families. Responds insensitively to parents. Makes	Provides basic information to parents about curriculum and student progress only as needed. Responds to parent concerns	Provides frequent information to parents about curriculum and student progress. Is available to respond to	Encourages students to be responsible for preparing materials and contributing ideas for projects that enhance family

	no attempt to engage families in instructional program.	minimally. Makes modest attempts to engage families.	parent concerns. Makes frequent effort to engage families successfully.	involvement. Responds to parent concerns with sensitivity and confidentially.
Service to District	Time is lost in non-instructional duties. School Social Worker avoids involvement with school activities. Relationships with colleagues are negative or self-serving.	Loss of time for non-instructional duties is minimal. Participation in school events occur only when requested. Cordial relationships with colleagues are maintained.	Time for non-instructional duties is well spent. Participates in school events and provides support and assistance for colleagues.	Assumes a leadership role when appropriate, and provides support and assistance for both LEA and ISD colleagues.
Service to Profession	Engages in no professional development. Makes no effort to share knowledge with others.	Participates in professional activities. Finds limited ways to contribute to the profession.	Seeks out professional development opportunities. Assists other educators actively.	Actively participates in and seeks out professional development opportunities outside the ISD. Readily shares knowledge gained from professional development with others. Initiates activities that contribute to the profession.
Service to Self	Cannot gauge his/her effectiveness. Misjudges success of services profoundly. Has no suggestions	Can generally gauge his/her effectiveness. Can make general suggestions for improvement.	Makes accurate assessment of effectiveness. Can cite general references for support. Makes some specific suggestions.	Makes thoughtful assessment of effectiveness, draws on extensive repertoire of skills, and

	for improvement.			offers specific suggestions for improvement.
Maintain Confiden- tiality	Does not or inconsistently practices board policies or statutory guidelines related to confidentiality and privacy of verbal, written and electronic communication.	Learns laws, board policy, and district practices regarding the confidentiality and privacy of verbal, written, and electronic communication.	Demonstrates the ability to determine when, where, and with whom it is legal and appropriate to share information.	Promotes and shares with others how to maintain privacy and confidentiality.
Work successfully and positively with others	Inconsistently treats others with respect and shows a commitment to good internal and external customer service.	Treats others with respect and shows a commitment to good internal and external customer service.	Demonstrates an understanding and appreciation of the contributions of people with diverse backgrounds, abilities, and work styles.	Uses the unique contributions of others to effectively work on teams.
	Social	Worker Sta	andards	
ELEMENT	Ineffective	Minimally Effective	Effective	Highly Effective
Interventions	Is unable to identify and adapt appropriate interventions relevant to student needs.	Has minimal ability to identify and adapt appropriate interventions relevant to student needs.	Has thorough ability to identify and adapt appropriate interventions relevant to student needs.	Has an extensive ability to identify and adapt appropriate interventions relevant to student needs.
Evaluation	Gathers ineffective social/emotional	Gathers minimal social/ emotional data.	Gathers thorough social/ emotional data.	Gathers extensive social/

Speech and Language

	I		A A S A S A S A S A S A S A S A S A S A	سنات که خانگ شای ۱۳ ۱۳۰۳ وجی پسپس شاه کانگ شاه ۱۳۵۳ بهم شار داخشگ ارتفاد شایک آن پسپریت سفاد شاه فاط خانگانات ویسپس
ELEMENT	Ineffective=1	Minimally Effective=2	Effective=3	Highly Effective=4
Knowledge of your discipline, disabilities, and eligibility	discipline. Displays little or no understanding of disabilities and/or eligibility standards. Takes no initiative to educate self.	guidelines for special education eligibility. Seeks additional information and support from team when needed. Has basic	assessments are aligned with special education law, and best practice strategies.	Mentors and trains others.
Knowledge of child development, disability characteristics, and grade level expectations		knowledge. Seeks professional development.	plans appropriate	mentor or train others.
Knowledge of students' interests, communications, and varied approaches to learning	current curriculum.	required information to determine students interest and educational need. Gathers information regarding students mode of communication and learning style.	including parent and general education teacher to plan instruction, accommodations,	model of intervention that is fully aligned with and immersed in the general education curriculum.

Selection of instructional goals and strategies	develop or give recommendations for goals related to the general education curriculum. Does not plan activities or give recommendations.	tions for goals that are appropriate, measurable,	from other team members as a basis to develop instructional goals and strategies.	teachers in instructional goal development and integrating those goals into classroom practices.
Organization	readily available.	day are ready. Work space has some degree of order. Equipment	organized, shared, and cared for. The work	Has enough expertise to train and mentor others.
Scheduling	requested. Does not follow a schedule. Does not meet IEP requirements. Does not meet paperwork deadlines. Does not Medicaid billing within timelines	appropriate schedule and submits it. Follows the schedule submitted. Meets IEP requirements. Meets some paperwork	supports for maintaining a high level organization. Meets all	Has enough expertise to train and mentor others.

Classroom Environment

ELEMENT	Ineffective	Minimally Effective	Effective	Highly Effective
Staff interaction with students	negative, demeaning, or sarcastic Interaction is inappropriate for age. Student is ignored Student not given choices or interests are ignored. There	generally appropriate. The students are talked to. The students are given choices. Basic needs are attended to. Gives students	Interactions are friendly and demonstrate general warmth, caring, and respect. Allows for a two-way interaction/wait time Adaptations are mad so that students can interact and be successful. Has a clear understanding of what motivates each student and use that to create change in student performance/behavior Interactions are individualized based on student skills and needs. Staff remain calm during stressful or unpleasant situations with students.	able to make suggestions to the planning team that leads to successful interventions.
Adult to adult interaction / ISD and local district staff	Does not communicate. Handles stress by blaming others on the team or getting angry. Places personal needs above the group/self serving. Does their own thing without discussion.	staff with generates respect. Communicates	Respects the expertise of	1

disrespectfully to student behavior. Does not function Clearly classroom to SLP staff. as a team is communicates inconsistent. expectations to student if/when guidance to guidelines are not Clearly classroom to support the support and student if/when guidance to others.	Staff to parent interactions	communicate effectively with parents. Unwilling to listen to others ideas. Is argumentative. Fails to provide information on rights. Crosses boundaries and becomes personally involved.	Listens to others ideas. Engages in polite conversations. Shows an interest in the student. Provides information on rights.	families. Clarifies special education language. Creates a professional working relationship. Diffuses angry situations.	feels and actively participates as part of a problem-solving team.
not followed. best practice the plan to all strategies are staff, parents, and followed. students when	student	student actions. Responds disrespectfully to student behavior. Does not function as a team is inconsistent. State and ISD guidelines are not followed. CPI is not followed.	level that keeps students safe. Responds in a positive manner. Clearly communicates expectations to students. Guidelines, processes, and best practice strategies are	to be proactive. Suggest accommodations within the classroom to support the teacher and the student if/when appropriate. Communicates the plan to all staff, parents, and	and mentors/teaches others. Is a leader within the SLP staff. Readily provides support and guidance to others.

Implementation

			The second second second second	
ELEMENT	Ineffective	Minimally Effective	Effective	Highly Effective
Uses of resources	doesn't utilize resources available through	resources. Requests assistance in finding resources. Uses resources	resources to support teaching and learning.	Uses all available resources and is a resource to others. Seeks out additional resources if/when needed.

Use of	Is unaware of	Asks for	Applies effective	Can mentor or
instructional	}	assistance to	intervention based	
and/or	1 1 1 1		on data related to	
assessment	assessment	, <u>1</u>		effective
techniques	1	_		strategies/
techniques	utilized. Does not	1	•	interventions.
	ask for		<i>y</i>	Constantly seeks
	assistance.	Attempts to apply		new strategies to
	i		are used including	_
	inaccurate/	_	curriculum-based	. ~ .
	incomplete.	suggestions. Uses		assessment.
	incomplete.		pinpoint deficits	abboddinone.
			in order to plan	
			intervention. Uses	
	<u> </u>		a variety of]
	Province and the second se		assessment data	
		1	to make	į
		accurate.	predictions and	
	The state of the s	:	recommendations.	İ
			recommendations.	
Flexibility and	Continues with	Attempts to adjust	Uses a variety of	Is creative in
Responsiveness	1	the	instructional	developing new
,	i l	activity/assessmen	tstrategies to	approaches to
	1	if it is not meeting	. –	individualize for
	,	the needs of the	adjust an activity	1
	•	student. Accepts	so that each	Understands
		the responsibility	student is	other disciplines
		for the success of	successful and	and works
	1	all students. Has	participating.	interchangeably
	Į I	expertise in his/he	μ	with them.
	1 - 1	own discipline.	new approaches	
	student is upset).		with students.	
	Blames		Works as an	
	student/s, or		interdisciplinary	
	family for lack of		team.	
	success.			
			1	
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Professional Responsibilities

ELEMENT	Ineffective	Minimally Effective	Effective	Highly Effective
Service to Students	recommendations. Makes decisions based on self- serving interests. There is no	objectives are linked to areas of the curriculum. The learning objective and/or assessments are student focused. There is an attempt to record	Works as a team to plan student success in the general education curriculum. Uses	push into the classroom if/when appropriate to improve all
Service to District	time is spent on personal business. Procedures are not followed. Required paperwork is not completed in a timely manner (Medicaid, IEPs, Progress Reports). Pattern of excessive absences (ex.:	non-instructional duties is minimal. Basic procedures are followed. Required paperwork is completed with reminders. Gets pre-approval when needed. Maintains a positive attitude. Is dependable. Sometimes seeks resolution in an appropriate manner.	management. Required paperwork is completed on time. Represents MOISD in the LEA in a positive manner. Resolves differences of opinion with district in a professional and	Assumes a leadership role.

Service to profession	Engages in no professional development. Makes no effort to share knowledge with others. Is not accepting of suggestions or new ideas. Understands the basic RTI philosophy.	professional development. Shares information with others. Will listen to new ideas or suggestions. Participates in effective RTI strategies. Has scheduled time in classrooms to monitor and evaluate implemented strategies. Is knowledgeable of all aspects of a	professional development opportunities that pertain to their profession. Readily applies new ideas. Readily assists other educators. Collaborates as a team to improve the quality of professional practices and procedures. Meaningfully participates as a building grade	Pilots new ideas/strategies and collects data to evaluate effectiveness.
Oral and Written Language	is inaudible. Written language	is audible. Written language is legible. Errors may occur	written language is clear and	Spoken and written language is articulate and expressive.

School Psychologist Evaluation

DOMAIN 1 INTERVENTION/DIRECT SERVICES

Performance Standard 1.1 The school psychologist suggests realistic and effective intervention strategies for teachers to use with students.

Demonstrates assessment knowledge and skills in the areas of academic performance, behavior, and social/emotional development and function.

Uses various techniques to assess classroom/school situations (observations, checklists, questionnaires, and socio-metrics).

Analyzes, integrates and interprets information from a variety of sources to make diagnoses and recommendations regarding needs for services.

Communicates verbally and in written form the student's present level of functioning and education needs.

Conducts valid psychological and psycho-educational assessment relevant to referral questions.

Carefully observes student behavior or assesses performance before developing intervention strategies.

Responds with suggested strategies promptly after referral or request for assistance. Assists teacher or student in implementation of strategies if requested.

Seeks feedback from teacher or student regarding effectiveness of intervention strategies.

Develops effective intervention strategies based on knowledge and understanding of learning styles.

Performance Standard 1.2 The school psychologist works effectively with parents.

Develops and provides group parent education training as needed

Interviews parents to gather diagnostic information.

Develops and recommends effective intervention strategies for parents upon request.

Conducts follow-up conferences with parents to determine efficacy of intervention, as requested.

Provides information about relevant community agencies.

Performance Standard 1.3 The school psychologist works effectively with students.

Collaborates in developing and implementing prevention programs related to current social concerns, upon request.

Counsels students individually or in groups on improvement of educational programs and personal adjustment, as allowed.

Intervenes effectively with students in crisis situations, upon request.

Uses language appropriate to the listener, including non-vocal communication necessary.

Provides activities that promote feelings of self-worth and self-esteem.

Encourages others to understand and respect those with disabilities.

Involves students in setting objectives and planning therapy.

Assists in early identification of students' school-related problems (TAT activities).

DOMAIN 2 PROFESSIONAL GROWTH AND RESPONSIBILITIES

Performance Standard 2.1 The school psychologist works to uphold professional responsibilities.

Delivers services consistent with National Association of School Psychologists (NASP) and American Psychological Association (APA) ethical principles and professional standards of practice.

Applies ethical principles and standards of practice to delivery of services in the schools.

Observes federal, state, and local policies and regulations in the delivery of school psychological services.

Adheres to statues and regulations addressing civil and legal rights of students, parents and school personnel.

Complies with established lines of authority within the parameters of professional standards of practice and ethical principles.

Possesses appropriate qualifications to provide therapeutic/educational services.

Possesses knowledge and understanding of the local school, the process of education and of relevant legislation and due process.

Contributes to the development of the profession by the education and supervision of interns.

Demonstrates knowledge of theories, techniques, and skills in the specialty areas. Follows established communication channels.

Communicates information critical to decision making but maintains appropriate confidentiality.

Maintains effective interpersonal relationships and communication with staff.

Keeps appointments and follows up on commitments.

Writes timely, comprehensive and diagnostic assessment reports in clear, concise language and maintains accurate records.

Participates in multidisciplinary staffing conferences concerning individual cases of special need (academic, social, cultural, emotional, and economic).

Maintains organized, accurate and complete records of student referrals and all relevant contacts made in providing services to those students.

Performance Standard 2.2 The school psychologist maintains efforts for continuing professional growth.

Participates in professional meetings, symposia, and workshops.

Reviews professional literature and makes use of new information in procedures.

Applies knowledge gained from continuing education activities.

Explores and disseminates information about new or improved methods of serving students.

Participates in professional organizations (encouraged to).

Evaluates and identifies areas of personal strength and weakness and seeks improvement of skills and professional performance; practices self-evaluation and improvement.

Implements reasonable and appropriate time allocations for observation, testing, communication, consultation and paperwork.

DOMAIN 3 SCHOOL, HOME AND COMMUNITY RELATIONSHIPS

Performance Standard 3.1 The school psychologist consults with parents, other school staff, and teachers about ways to facilitate the learning and adjustment of students.

Confers cooperatively with teachers and other school personnel to discuss student needs and to develop plans for remediation of problems in the areas of student learning and adjustment.

Consults with parents about strategies that will meet students' needs.

Takes into consideration parents' feelings about special education services/programs/placements at a multidisciplinary conference.

Applies knowledge of effective consultation procedures in working with parents, teachers, and other school personnel.

Applies knowledge about principals and methods of behavior analysis in designing and implementing behavioral change programs for individual students.

Serves on or leads multidisciplinary teams for staffing meetings.

Participates in Child Study, eligibility, and IEP committees to help meet the needs of identified students.

Performance Standard 3.2 The school psychologist consults with teachers and other school staff on classroom, school, and system needs.

Provides consultation on classroom management procedures and organizational structures.

Provides assistance in developing instructional programs for individual students and for those with special problems of affective development and social skills.

Performance Standard 3.3 The school psychologist uses effective consultative behaviors.

Is knowledgeable about the behavior of individual children.

Identifies useful resources and follows up on problems and strategies after initial contact. Respects values different from his/her own.

Provides alternatives in dealing with problem situations.

Helps staff work more effectively with parents.

Involves staff as participants in problem solving process.

Performance Standard 3.4 The school psychologist interprets educational policies, programs and procedures related to psychological services.

Explains law, policies and regulations relating to psychological services to parents, students and school personnel.

Identifies and contacts appropriate community service agencies.

Informs community agencies about school psychological programs.

Informs students and families about available community service programs.

Aids the school administration in providing programs that are beneficial to students and staff.

Occupational Therapist Evaluation

Definition of an Effective Occupational Therapist

Effective school occupational therapists are vital members of the education team. They are properly credentialed and have knowledge of federal and state laws, evidence based practices in educational setting, and student occupational performance. Effective school occupational therapists strive to support growth and development in the least restrictive environment, close achievement gaps, and prepare diverse student populations for postsecondary and workforce success. Effective occupational therapists assist students in accessing academic instruction, environmental adaptations and meaningful activities through sill acquisition, environmental adaptations, and educational accommodations and modifications. They provide collaborative and focused evaluations, determination of services based on student performance, service plan development and progress monitoring in the educational context. Effective occupational therapists have a deep understanding on the interconnectedness of the home, school and community. Through reflection, advocacy, and leadership, they enhance the academic achievement and personal/social/physical development of their students.

Domain 1 Occupational therapists demonstrate mastery of and expertise in the domain for which they are responsible.

Component 1a: Occupational therapist demonstrate knowledge of effective services and/or specially designed instruction that reduce barriers to and support learning in literacy, math and other content areas.

Not Effective The occupational therapist has minimal knowledge of potential barriers to student access to academic and non-academic content areas.

Minimally Effective The occupational therapist identifies potential barriers to student access to academic and non-academic content areas.

Effective The occupational therapist identifies potential barriers to student access to academic and non-academic content areas; designs services and/or specially designed instruction based on district/school adopted curriculum and Common Core State Standards.

Highly Effective The occupational therapist identifies potential barriers to student access to academic and non-academic content areas; designs services and/or specially designed instruction based on district/school adopted curriculum and Common Core State Standards; reduces barriers to learning experienced by individual students within the learning environment. Students are engaged in the educational environment as a result of a reduction of barriers to learning.

Component 1b: Occupational therapists demonstrate knowledge of and experience in their professions.

Not Effective The occupational therapist displays minimal knowledge of the standards and domains and process of occupational therapy.

Minimally Effective The occupational therapist is familiar with the standards and domain and process of occupational therapy; is knowledgeable about the domain and process of occupational therapy practice including philosophy and practice concepts.

Effective The occupational therapist is familiar with the standards and domain and process of occupational therapy; is knowledgeable about the domain and process of occupational therapy practice including philosophy and practice concepts.

Highly Effective The occupational therapist is familiar with the standards and domain and process of occupational therapy; is knowledgeable about the domain and process of occupational therapy practice including philosophy and practice concepts; plans and implements occupational therapy services in accordance with nationally recognized professional practice. Students participate in therapy services that are in accordance with the domain and process of occupational therapy.

DOMAIN 2 Occupational therapists support and/or establish safe, inclusive and respectful learning environments for a diverse population of students.

Component 2a: Occupational therapists engage students as unique individuals with diverse backgrounds, interests, strengths, and needs.

Not Effective The occupational therapist displays little knowledge of each student's strengths, interests and needs

Minimally Effective The occupational therapist identifies each student's strengths, interests and needs.

Effective The occupational therapist identifies each student's strengths, interests and needs; establishes priorities and goals based on the unique student interests, strengths and needs.

Highly Effective The occupational therapist identifies each student's strengths, interests and needs; establishes priorities and goals based on the unique student interests, strengths and needs; modifies interventions to reflect unique student interests, strengths and needs. Students achieve the goals collaboratively established for them by school staff members, IEP teams and their families.

Component 2b: Physical therapists engage in proactive, clear, and constructive communication and work collaboratively with students, families, and other significant adults and/or professionals.

Not Effective The occupational therapist displays minimal understanding of the importance of clear, constructive communications.

Minimally Effective The occupational therapist understands the importance of clear, constructive communications.

Effective The occupational therapist understands the importance of clear, constructive communications; establishes effective communications with students, families and other significant adults.

Highly Effective The occupational therapist understands the importance of clear, constructive communications; establishes effective communications with students, families and other significant adults; uses a variety of methods to communicate with students, families and other significant adults to promote sharing of pertinent information. Students feel comfortable communicating with the occupational therapist.

Component 2c: Occupational therapists select, create and/or support accessible learning environments characterized by acceptable student behavior, efficient use of time, and appropriate behavioral strategies.

Not Effective The occupational therapist does not provide guidance nor displays expectations for appropriate student behavior.

Minimally Effective The occupational therapist provides expectations that guide student behavior.

Effective The occupational therapist provides expectations that guide student behavior; modifies services in response to student behavioral needs.

Highly Effective The occupational therapist provides expectations that guide student behavior; modifies services in response to student behavioral needs; creates an accessible learning environment with expectations for student behavior that maximize use of service time with students. Students stay on task during the provision of services to the best of their ability given their disability.

DOMAIN 3 Occupational therapists plan, deliver, and/or monitor services and/or specially designed instruction and/or create environments that facilitate learning for their students.

Component 3a: Occupational therapists provide services and/or specially designed instruction aligned with state and federal laws, regulations and

procedures, academic standards, and their districts' organized plans of instruction and the individual needs of their students.

- **N.E.** The occupational therapist displays no understanding of the standards, regulations and laws that impact occupational therapy practice in the educational setting.
- **M.E** The occupational therapist is aware of standards, regulations and laws that impact occupational therapy practice in the educational setting.
- **E**. The occupational therapist is aware of standards, regulations and laws that impact occupational therapy practice in the educational setting; complies with timelines for state and federal legislation and local regulations and procedures; develops measurable student goals.
- **H.E.** The occupational therapist is aware of standards, regulations and laws that impact occupational therapy practice in the educational setting; complies with timelines for state and federal legislation and local regulations and procedures; ensures documentation is aligned with federal and state laws and district policies; develops measurable student goals based on state academic standards. Students participate in the development of student learning goals.

Component 3b: Occupational therapists utilize multiple sources of data, which include valid informal and/or formal assessments to inform services and/or specially designed instruction.

- **N.E.** The occupational therapist does not use findings from program evaluation data to inform service deliver.
- **M.E.** The occupational therapist uses findings from program evaluation data to inform occupational therapy service delivery and specialized instruction.
- **E.** The occupational therapist uses findings from program evaluation data to inform occupational therapy service delivery and specialized instruction; selects and/or uses formal and informal assessments for evaluation of services; assesses environments in which student occupation occurs; determines occupational therapy service needs based on evaluation data and educational team discussion.
- **H.E.** The occupational therapist uses findings from program evaluation data to inform occupational therapy service delivery and specialized instruction; selects and/or uses formal and informal assessments for evaluation of services; assesses environments in which student occupation occurs; determines occupational therapy service needs based on evaluation data and educational team discussion; appropriately interprets and shares evaluation data with the team. Students and/or families contribute to the data collection process by identifying data sources and/or information relevant to them.

Component 3c: Physical therapists plan and consistently deliver service and/or specially designed instruction that integrate multiple sources of data to inform practices related to student needs, learning, and progress toward achieving academic standards and individual student goals.

- **N.E.** The occupational therapist does not maintain student data and/or documentation to plan services.
- **M.E.** The occupational therapist maintains student data and/or documentation to plan services.
- **E.** The occupational therapist maintains student data and/or documentation to plan services; establishes and adapts service delivery model based on individual needs of students.
- **H.E.** The occupational therapist maintains student data and/or documentation to plan services; establishes and adapts service delivery model based on individual needs of students; provides services in alignment with individual education programs based on the integration of multiple data sources, including input from other professionals, staff, the student and the family. Students participate in educationally challenging activities.

Component 3d: Occupational therapists communicate effectively with students.

- **N.E.** The occupational therapist displays ineffective communication skills with students.
- M.E. The occupational therapist uses effective communication skills with students.
- **E.** The occupational therapist uses effective communication skills with students; builds rapport with students; allows time for student response and interaction; provides positive feedback to students on performance.
- **H.E.** The occupational therapist uses effective communication skills with students; builds rapport with students; allows time for student response and interaction; provides positive feedback to students on performance; modifies communication based on student, emotional and ability level; works with colleagues to improve understanding of and ability to communicate with students who have diverse needs. Students demonstrate the ability to reciprocate.

DOMAIN 4 Occupational therapists reflect on their practice

Component 4a: Occupational therapists link professional growth to their professional goals.

- **N.E.** The occupational therapist is rarely in attendance on professional development days. When present, little interest or input is evident.
- **M.E.** The occupational therapist uses performance feedback from supervisor and/or colleagues to improve practice; completes required professional development.
- **E.** The occupational therapist uses performance feedback from supervisor and/or colleagues to improve practice; completes required professional development; develops a professional learning plan that builds on the strengths and addresses areas in need of improvement; participates in professional development opportunities.
- **H.E.** The occupational therapist uses performance feedback from supervisor and/or colleagues to improve practice; completes required professional development; develops a professional learning plan that builds on the strengths and addresses areas in need of improvement; participates in professional development opportunities the support the professional learning plan; responds to feedback from prior evaluations and colleagues.

Component 4b: Occupational therapists respond to complex, dynamic environments.

- **N.E.** The occupational therapist has little understanding of the complexity and dynamic nature of the work environment.
- **M.E.** The occupational therapist understands the complexity and dynamic nature of the work environment; seeks professional guidance to prioritize competing demands within the work environment.
- **E.** The occupational therapist understands the complexity and dynamic nature of the work environment; effectively prioritizes competing demands within the work environment.
- **H.E.** The occupational therapist understands the complexity and dynamic nature of the work environment; effectively prioritizes competing demands within the work environment; works to align students, teacher and parent priorities; recognizes and willingly responds to the fluid demands of the work environment; acts as an agent of change for the department and/or LEA.

DOMAIN 5 Occupational therapists demonstrate collaboration, advocacy and leadership.

Component 5a: Occupational therapists collaborate with internal and external stakeholders to meet the needs of students.

- **N.E.** The occupational therapist has great difficulty identifying key stakeholders in the lives of students.
- M.E. The occupational therapist identifies key stakeholders in the lives of students.
- **E.** The occupational therapist identifies key stakeholders in the lives of students; collaborates with other professionals to support progress towards student outcomes; initiates professional dialogue with other school providers to gather various perspectives to meet the needs of students.
- **H.E.** The occupational therapist identifies key stakeholders in the lives of students; collaborates with other professionals to support progress towards student outcomes; initiates professional dialogue with other school providers to gather various perspectives to meet the needs of students; initiates and/or supports collaborative communication with families; integrates collaboratively shared information into services to benefit the student; proactively shares own analyses of student needs with others.

Component 5b: Occupational therapists advocate for students, families and schools.

- **N.E.** The occupational therapist shows little advocacy for students.
- M.E. The occupational therapist advocates for students.
- **E.** The occupational therapist advocates for students; actively supports disability awareness at the school level.
- **H.E.** The occupational therapist advocates for students; actively supports disability awareness at the school and district level; advocates for curricular, school climate and service improvements; plans and/or proposes educational programs for department and/or school staff which advocate for the needs of students.

Component 5c: Occupational therapists contribute knowledge and skills to educational practices and their profession.

- **N.E.** The occupational therapist does little to contribute knowledge and skills to the education work of the school.
- **M.E.** The occupational therapist contributes knowledge and skills to the educational work of the school.
- **E.** The occupational therapist contributes knowledge and skills to the educational work of the school; shares knowledge of student's occupational performance within the context of the IEP meetings; implements effective consultation strategies.
- H.E. The occupational therapist contributes knowledge and skills to the educational

work of the school; shares knowledge of student's occupational performance within the context of the IEP meetings; implements effective consultation strategies; develops consultative tools or programs to improve student outcomes; advocates for occupational therapists inclusion in the educational reform/decision making process.

Component 5d: Occupational therapists demonstrate high ethical standards.

- **N.E.** The occupational therapist's system for maintaining confidentiality of student records as required by law is in disarray.
- **M.E.** The occupational therapist maintains confidentiality of student records as required by law; upholds the professional Code of Ethics and Standards of Practice for Occupational Therapy.
- **E.** The occupational therapist maintains confidentiality of student records as required by law; upholds the professional Code of Ethics and Standards of Practice for Occupational Therapy; accepts responsibility for actions and decisions that affect student outcomes; follows district procedures for reporting unsafe or unethical practices.
- **H.E.** The occupational therapist maintains confidentiality of student records as required by law; upholds the professional Code of Ethics and Standards of Practice for Occupational Therapy; accepts responsibility for actions and decisions that affect student outcomes; follows district procedures for reporting unsafe or unethical practices; models respect for the dignity, privacy and confidentiality of others within the working environment; promotes ethical standards of practice in the school and/or district teams.

Physical Therapist Evaluation

Definition of an Effective Physical Therapist

Effective school physical therapists are vital members of the education team. They are properly credentialed and provide professional expertise in the areas of mobility skills, postural and positioning, gross motor skills, self-help skills, and foundational recreational skills for age-appropriate play. Effective school physical therapists strive to support growth and development in the least restrictive environment, close achievement gaps, and prepare diverse student populations for postsecondary and workforce success. Effective Physical therapists facilitate achievement of student goals by implementing a plan of care that utilizes evidenced-based evaluation methods and intervention strategies. They design interventions to promote skill acquisition, accessibility within the school environment, and participation in typical activities and routines. They understand the interconnectedness of the home, school, and community and collaborate with all members of the education team to facilitate meaningful student participation. Through reflection, advocacy, and leadership, effective physical therapists enhance the academic achievement and personal/social development of their students.

Domain 1 Physical therapists demonstrate mastery of and expertise in the domain for which they are responsible.

Component 1a: Physical therapists demonstrate knowledge of current development science, the ways in which learning takes place, and the appropriate levels of intellectual, social and emotional development of their students.

Not Effective The physical therapist displays little knowledge about students developmental motor milestones and their relation to learning.

Minimally Effective The physical therapist identifies motor milestones and their relation to learning.

Effective The physical therapist identifies motor milestones and their relation to learning; implements developmentally appropriate strategies based on strengths and needs of individual students.

Highly Effective The physical therapist identifies motor milestones and their relation to learning; implements developmentally appropriate strategies based on strengths and needs of individual students; applies knowledge of intellectual, social, emotional development to ensure student access and participation in the school environment. Students actively participate in the school environment within consideration of their skills and abilities.

Component 1b: Physical therapist integrate evidence-based practices and research findings into their service and or specially designed instruction.

Not Effective The physical therapist is unaware of sources of evidence-based practices to obtain relevant current research.

Minimally Effective The physical therapist identifies sources of evidence-based practices to obtain relevant current research.

Effective The physical therapist identifies sources of evidence-based practices to obtain relevant current research; remains current on evidence-based practices to provide services to meet student needs.

Highly Effective The physical therapist identifies sources of evidence-based practices to obtain relevant current research; remains current on evidence-based practices to provide services to meet student needs; implements evidence-based strategies to meet the individual needs of students. Students progress toward identified outcomes gained through using learned skills in a variety of school environments

Component 1c: Physical therapists demonstrate knowledge of and experience in their professions.

Not Effective The physical therapists holds minimal professional knowledge and expertise as a physical therapist.

Minimally Effective The physical therapists holds basic professional knowledge and expertise as a physical therapists.

Effective The physical therapists holds basic professional knowledge and expertise as a physical therapists; adheres to the standards of practice for physical therapy.

Highly Effective The physical therapists holds basic professional knowledge and expertise as a physical therapists; adheres to the standards of practice for physical therapy; delivers services that are meaningful to the student, centered on functional skills, and lead to improved student learning. Students participate in the least restrictive environment and in therapeutic interventions to positively impact their role in the school and community.

DOMAIN 2 Physical therapists support and/or establish safe, inclusive and respectful learning environments for a diverse population of students.

Component 2a: Physical therapists foster safe and accessible learning environments in which each student has a positive, nurturing relationship with caring adults and peers.

Not Effective The physical therapists displays little understanding of the importance of a safe, accessible and caring environment for students, staff and self.

Minimally Effective The physical therapist understands the importance of a safe, accessible, and caring environment for students, staff and self.

Effective The physical therapist understands the importance of a safe, accessible, and caring environment for students, staff and self; promotes the safety of students, staff, and self in all interactions.

Highly Effective The physical therapist understands the importance of a safe, accessible, and caring environment for students, staff and self; promotes the safety of students, staff, and self in all interactions; collaborates with others to improve safety and accessibility within the school environment. Students safely access the school environment with assistance as needed.

Component 2b: Physical therapists engage in proactive, clear, and constructive communication and work collaboratively with students, families, and other significant adults and/or professionals.

Not Effective The physical therapists does not recognize the value of building relationships with students, families, and significant adults.

Minimally Effective The physical therapist recognizes the value of building relationships with students, families and significant adults.

Effective The physical therapist recognizes the value of building relationships with students, families and significant adults; establishes respectful relationships with students, families and significant adults.

Highly Effective The physical therapist recognizes the value of building relationships with students, families and significant adults; establishes respectful relationships with students, families and significant adults; uses a variety of methods to communicate with students, families and significant adults to promote sharing of pertinent information. Students indicate preferences and/or make choices regarding therapeutic activities when/if appropriate.

DOMAIN 3 Physical therapists plan, deliver, and/or monitor services and/or specially designed instruction and/or create environments that facilitate learning for their students.

Component 3a: Physical therapists provide services and/or specially designed instruction aligned with state and federal laws, regulations and procedures, academic standards, and their districts' organized plans of instruction and the individual needs of their students.

N.E. The physical therapist displays no understanding of the responsibilities of the physical therapist in the education system.

- **M.E.** The physical therapist understands the responsibilities of the physical therapist in the education system.
- **E.** The physical therapist understands the responsibilities of the physical therapist in the education system; demonstrates knowledge of relevant organizational requirements; meets required timelines for documentation and communication.
- **H.E.** The physical therapist understands the responsibilities of the physical therapist in the education system; demonstrates knowledge of relevant organizational requirements; meets required timelines for documentation and communication; manages and delivers services in accordance with federal, state and local plans and procedures; assists colleagues in understanding and applying the state and federal laws and local plans and procedures. Students participate in the least restrictive environment.
- **Component 3b:** Physical therapists utilize multiple sources of data, which include valid informal and/or formal assessments to inform services and/or specially designed instruction.
- **N.E.** The physical therapist is unaware of valid informal and formal assessment tools to inform practice.
- **M.E.** The physical therapist identifies valid formal and informal assessment tools to inform practice.
- **E.** The physical therapist identifies valid formal and informal assessment tools to inform practice and the importance of ongoing evaluation; uses multiple assessments from formal to informal sources to determine participation level, limitations and personal and environmental limiting factors.
- **H.E.** The physical therapist identifies valid formal and informal assessment tools to inform practice and the importance of ongoing evaluation; uses multiple assessments from formal to informal sources to determine participation level, limitations and personal and environmental limiting factors; collaborates with team to guide services, goal development and intervention; recognizes student needs that require referral to another profession. Students and families contribute pertinent information to the evaluation process in order to guide program planning.
- **Component 3c:** Physical therapists plan and consistently deliver service and/or specially designed instruction that integrate multiple sources of data to inform practices related to student needs, learning, and progress toward achieving academic standards and individual student goals.
- **N.E.** The physical therapist plans intervention that is not suitable to student or instructional goals.

- **M.E.** The physical therapist identifies intervention strategies based on explicit outcomes.
- **E.** The physical therapist identified intervention strategies based on explicit outcomes; determines methods of intervention strategies based on student needs; employs a variety of intervention strategies to achieve student outcomes.
- **H.E.** The physical therapist identified intervention strategies based on explicit outcomes; determines methods of intervention strategies based on student needs; employs a variety of intervention strategies to achieve student outcomes; monitors effectiveness of intervention and modifies as needed to improve student performance; plans and prepares students for transitions into school and community. Students demonstrate progress towards student goals.
- **Component 3d:** Physical therapists support and integrate appropriate available technology in their services and/or specially designed instruction to maximize student outcomes.
- **N.E.** The physical therapist displays little or no knowledge of the benefits of assistive technology or adaptive equipment to improve functional independence.
- **M.E.** The physical therapist identifies benefits of assistive technology or adaptive equipment to improve functional independence.
- **E.** The physical therapist identifies benefits of assistive technology or adaptive equipment to improve functional independence; recommends assistive technology or adaptive equipment to facilitate student participation; makes appropriate referrals for assistive technology needs.
- **H.E.** The physical therapist identifies benefits of assistive technology or adaptive equipment to improve functional independence; recommends assistive technology or adaptive equipment to facilitate student participation; makes appropriate referrals for assistive technology needs; instructs students and others in the proper use of assistive technology or adaptive equipment; identifies sources for obtaining, maintaining, repairing and financing assistive technology or adaptive equipment. Students utilize assistive technology or adaptive equipment devices to improve access to the educational environment when/if needed.
- **Component 3e:** Physical therapists communicate effectively with students.
- **N.E.** The physical therapist displays little knowledge of the importance of a respectful and sensitive approach towards students.
- **M.E.** The physical therapist recognizes the importance of a respectful and sensitive approach towards students while maintaining high expectations.

- **E.** The physical therapist recognizes the importance of a respectful and sensitive approach towards students while maintaining high expectations; selects communication strategies including verbal and non-verbal, and/or physical cues based on student needs.
- **H.E.** The physical therapist recognizes the importance of a respectful and sensitive approach towards students while maintaining high expectations; selects communication strategies including verbal and non-verbal, and/or physical cues based on student needs; listens effectively and allows time for responses and discussion. Students follow written, oral or other forms of communication to complete therapeutic activities in a structured setting.

DOMAIN 4 Physical therapists demonstrate collaboration, advocacy and leadership.

Component 4a: Physical therapists collaborate with internal and external stakeholders to meet the needs of students.

- **N.E.** The physical therapist shows little understanding of the importance of collaboration with family and school personnel to meet student needs.
- **M.E.** The physical therapist understands the importance of collaboration with family and school personnel to meet student needs.
- **E.** The physical therapist understands the importance of collaboration with family and school personnel to meet student needs; initiates dialogue with colleagues to exchange professional perspectives.
- **H.E.** The physical therapist understands the importance of collaboration with family and school personnel to meet student needs; initiates dialogue with colleagues to exchange professional perspectives; establishes and maintains an ongoing collaborative process with students to meet individual needs. Collaborates with colleagues, families, and community resources to support students and families.

Component 4b: Physical therapists contribute knowledge and skills to educational practices and their profession.

- N.E. The physical therapist seldom shares knowledge and skills with other staff.
- M.E. The physical therapist shares knowledge and skills with other staff.
- **E**. The physical therapist shares knowledge and skills with other staff; implements effective consultative strategies.

- **H.E.** The physical therapist shares knowledge and skills with other staff; implements effective consultative strategies; participates in professional meetings to further physical therapy practice; conducts professional development sessions for staff, students, and/or families to support their involvement in therapy.
- **Component 4c:** Physical therapists demonstrate high ethical standards. N.E. The physical therapist's system for maintaining confidentiality as required by law is in disarray.
- **M.E.** The physical therapist maintains confidentiality of student information as required by law.
- **E.** The physical therapist maintains confidentiality of student information as required by law; demonstrates ethical behavior, including honesty, integrity, fair treatment, and respect for others.
- **H. E.** The physical therapist maintains confidentiality of student information as required by law; demonstrates ethical behavior, including honesty, integrity, fair treatment, and respect for others; upholds ethical standards of practice as defined by the American Physical Therapy Association Code of Ethics and applicable state laws and regulations; promotes ethical standards of practice within school, department, and/or district teams.

SALARY SCHEDULE LANE CHANGE REQUEST FORM

MECOSTA-OSCEOLA INTERMEDIATE SCHOOL DISTRICT 15700 190th Avenue * Big Rapids, Michigan 49307 * (231) 796-3543

Employee:	Date:	
Assignment:	MITTER L	
Advancement to the next lane on the salary sche planned program or acceptable courses pre-app completed should apply to an advanced degree,	proved by the Superintendent or his a	ompleted in either a designee. Courses
Check one of the following:		
Planned program		
Acceptable courses		
Course of Study/Statement of Relevance:		
Course Granting Institution:		- V 1000 1 d d
Courses and Associated Credits (attach additional	al information if applicable):	
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Anticipated Start Date:	Anticipated Completion Date:	-
Approved Not Approve	ed	
Employee Signature		Date
Superintendent or Designee Si,	gnature	Date