

## Individual Performance as the Majority Factor.

Individual Performance shall be the majority factor in making the decision, and shall consist of but is not limited to all of the following ...

-Prohibited subject of bargaining

Demonstrated Pedagogical Skills

Subject matter and ability to impart

Ability to impart:

Planning

Delivering rigorous content

Checking for and building higher level understanding

see handout

Classroom Management

Manner and efficacy and rapport with parents and ability to stand the strain of teaching.

Attendance and disciplinary record

Part of the majority factor.

Accomplishments/Contributions

shall be based on whether the individual contributes to the overall performance of the school . . .

Relevant Special Training

shall be based on completion of relevant training other than the professional development or continuing education that is required by the employer or by state law, and integration of that training into instruction in a meaningful way.

Seniority as Tiebreaker

Length of service or tenure status shall not be a factor in the reduction/recall decision

If decision "involves 2 or more employees and all other factors distinguishing those employees from each other are equal, then length of service or tenure status may be considered as a tiebreaker.

Effective Date

CBA takes precedence.

Limited Remedy

If a teacher brings action against the District under 1248, teacher's sole and exclusive remedy is an order of reinstatement commencing 30 days after judicial determination

No lost wages, lost benefits, or other economic damages are available.

-Warning to admins: Don't go all cowboy on this.

Doesn't limit damages on litigation if it was made on a Federal or State Civil Rights violation

0• 18:30 Options for highly ineffective teacher:

0• 18:42 School of Choice

0• 18:49 Tutoring

0• 12:53 SSA Act Sec. 94a: Data Collection

0• 20:25 Data to inform decision making

0• 20:35 All the teacher effectiveness scores will be on a school's Dashboard.

0• 21:00 Provide data in a useful manner to allow state and local policymakers to  
0• 21:10 make informed decisions.

0• 21:17 Provide public reports to the citizens of this state to allow them to assess  
0• 21:27 allocation of resources and the return on their investment.

0• 21:40 Data is supposed to link student to teacher.

0• 22:16 CEPI Data-Gathering Activities

0• 22:24 Link teacher/student data through district submission of student course  
0• 22:37 taking and academic progress data and a reported "teacher of record"

0• 23:01 Principal evaluations must be turned in to MDE (CEPI)

0• 24:12 MI School Data

0• 24:38 Race to the Test?

0• 25:06 Sec. Arne Duncan

0• 25:12 Test scores alone should never drive evaluation, compensation, or  
0• 25:23 tenure decisions. -Arne Duncan

0• 26:24 Michigan Teacher Tenure Act

0• 27:07 Article III

0• 27:13 Probationary Period

0• 27:37 Subjective Determination

0• 28:52 Now 5 full school years (was 4)

0• 29:01 Still 4 years for probationary teachers under contract on July 19, 2011

0• 29:18 Still 2 years for previously tenured teachers

0• 29:28 Does not affect 1-year probationary period for ISD consolidation

0• 31:29 New Probationary Period Teacher

0• 31:41 A teacher is in a probationary period during his or her first 5 full  
0• 32:02 school years of employment.

0• 33:09 Layoff: Probation vs. Tenure

0• 33:16 A Probationary Teacher who is rated as effective or highly effective  
0• 33:27 on his or her most recent annual year-end performance evaluation under

0• 33:38 Section 1249 is not subject to displacement by a teacher on continuing tenure  
0• 34:02 solely because the other teacher has continuing.

0• 34:31 Definite Written Statement

0• 34:42 Before the end of each school year, the controlling board shall  
0• 34:50 provide the probationary teacher with a definite written statement as to whether

0• 34:59 or not his or her work has been effective (no longer 60 days before).

0• 35:19 Notice need not include reasons for non-renewing a probationary  
0• 35:28 teacher.

0• 36:12 Notice of non-renewal: 15 days before the end of the school year.  
0• 38:01 Close of school year is June 30th.

0• 38:54 Probationary Timelines

0• 39:01 Statement of effectiveness: before end of school year (June 30)

0• 39:20 Nonrenewal Notice: 15 days before end of school year

0• 39:37 Note: 60 day notice for previously-tenured probationary teacher still  
0• 39:51 in effect. See MCL 38.92 (Not amended)

0• 40:31 Probationary Teacher Dismissal

0• 40:37 A teacher who is in a probationary period may be dismissed from his  
0• 40:47 or her employment by the controlling board at any time.

0• 42:03 IDP for Probationary Teacher

0• 42:14 shall ensure that the teacher is provided with an IDP developed by  
0• 42:23 appropriate administrative personnel in consultation with the individual teacher

0• 42:44 Evaluation and IDP goals

0• 42:52 shall include . . . .

0• 42:59 IDP consultation

0• 43:04 in consultation with the individual teacher, but the administration can  
0• 43:20 totally ignore teacher comments and input.

0• 43:55 Classroom Observations

0• 44:00 Shall be based on classroom observations (plural). Omits 2  
0• 44:16 observations 60 days apart.

0• 44:32 Format/Number Determination

0• 44:36 The board determines the format and number of classroom  
0• 44:54 observations in consultation with teaches and school administrates.

0• 45:10 Effectiveness Rating:

0• 45:59 Can't have been considered completed the probationary period  
0• 46:11 unless they have been rated highly effective or effective 3 consecutive years.

0• 49:44 Fast Track Probation

0• 49:51 If a teacher has been rated as highly effective on three consecutive  
0• 50:02 annual year-end performance evaluations under 1249, and has completed at  
0• 50:17 least 4 years of probation, they get tenure.

0• 51:07 Plan to meet deadlines

0• 51:16 Nonrenewal notice to teacher (from Board) no later than 15 days  
0• 51:28 before June 30th.

0• 51:34 Board decision at April or May meeting.

0• 51:46 Recommendation to Superintendent/Board

0• 52:19 Article III: Continuing Tenure

0• 52:41 No Administrative Tenure

0• 53:58 Reemployment as Teacher

0• 54:03 The salary in the position to which the teacher is assigned shall be  
0• 54:11 the same as if the teacher had been continuously employed as an active  
0• 54:22 classroom teacher.

0• 56:28 Section 1249 Evaluation

0• 56:48 IDP based on Rating

0• 56:55 Ineffective or minimally effective gets the IDP.

0• 57:09 Limited Remediation Period

0• 57:15 The IDP shall not exceed 180 days.

0• 1:02:37 Discharge if No Improvement

0• 1:02:50 Shall dismiss if ineffective for 3 consecutive years.

0• 1:03:27 Format/Number determination

0• 1:03:36 The controlling board shall determine the format and number of  
0• 1:03:46 classroom observations in consultation with teachers

0• 1:03:58 Sec. 1249 Evaluation

0• 1:04:09 Evaluations to be governed by Section 1249

#### 0• 1:04:25 Article IV:

0• 1:04:38 Repeal of Article IV, Sec. 5

"Demote"

0• 1:05:57 Means to suspend without pay for 15 or more consecutive days or  
0• 1:06:12 reduce compensation for a particular school year by more than an equivalent to  
0• 1:06:29 30 days compensation or to transfer to a position carrying a lower salary."

0• 1:06:53 Previously: 3 days per school year.

0• 1:07:28 Can be suspended for 14 days before tenure act kicks in

0• 1:08:14 Demote does not include

0• 1:08:21 "the discontinuous or reduction of performance based compensation  
0• 1:08:33 paid pursuant to section 1250 or a reduction in personnel, including but not  
0• 1:08:45 limited to a reduction in work weeks or workdays."

0• 1:09:17 Discharge/Demotion standard

0• 1:09:27 "Discharge or demotion of a teacher on continuing tenure may be made  
0• 1:09:38 only for a reason that is not arbitrary or capricious and only as provided in this  
0• 1:09:52 act."

0• 1:10:22 Arbitrary: means a decision fixed or arrived at through caprice or without  
0• 1:10:36 reference to principle, circumstance or significance.

0• 1:11:03 The least demanding form of review, a party need only to offer a  
0• 1:11:22 reasoned explanation based on the evidence, for a particular outcome.

0• 1:12:51 Arbitrary and Capricious: a decision is arbitrary and capricious only if  
0• 1:13:06 the decision is deemed irrational.

0• 1:13:17 "The standard of arbitrary and capricious is the most deferential  
0• 1:13:26 standard that may be used in reviewing government conduct as it applies to an  
0• 1:13:38 individual citizen's rights. It is an extremely low standard of review that would  
0• 1:13:51 allow discharges for almost any reason not specifically prohibited by law."

0• 1:14:16 -Arthur Przyby . . .

### 0• 1:14:30 Criminal Charges/Salary

0• 1:14:36 If criminal charges have been filed against a teacher, a controlling board  
0• 1:14:48 may place the teacher's salary in an escrow account ... as described in that  
0• 1:15:07 subsection, the controlling board shall provide the teacher notice of the charges,  
0• 1:15:18 an explanation of the employer's evidence, and an opportunity for the teacher to  
0• 1:15:34 respond.

### 0• 1:15:41 Insurance Benefits

0• 1:15:47 If criminal charges have been filed, they may be continued by the board.

### 0• 1:16:09 Release of Escrow Account

0• 1:16:15 If the teacher is reinstated, the board has to release the money in the  
0• 1:16:30 account to the extent necessary.

### 0• 1:16:48 Board Entitled to the Escrow

0• 1:16:54 If the teacher fails to timely contest, the board gets the money.

### 0• 1:17:09 Tenure hearing procedures

0• 1:17:15 Hearing date set 45 days after the Board's answer to claim of appeal.

0• 1:17:30 Hearing must end 75 days after teacher's claim of appeal filed

0• 1:17:45 (previously 90 days)

### 0• 1:18:14 Article V: Leave of Absence

#### 0• 1:18:25 Involuntary Leave

0• 1:18:31 "Controlling board may grant a leave of absence because of physical or  
0• 1:18:42 mental disability without receiving a written request from a teacher for a period  
0• 1:18:56 not to exceed 1 year, subject to renewal at the will of the controlling board."

#### 0• 1:21:12 Right to Hearing

0• 1:21:26 Teacher is entitled to a hearing before the tenure commission.

#### 0• 1:21:47 Reinstatement/Verification

0• 1:21:52 Board may require a teacher who is on an unrequested leave of absence  
0• 1:22:02 due to physical limitation to provide evidence.

### 0• 1:22:18 PARA: Collective Bargaining

#### 0• 1:22:29 Section 15 Requirements

0• 1:22:34 Meet at reasonable times

0• 1:22:38 Confer in good faith

0• 1:22:45 Execute a contract incorporating agreements reached

. . .

#### 0• 1:22:58 Classification of Bargaining subjects

0• 1:23:03 Mandatory

0• 1:23:06 Permissive

0• 1:23:08 Prohibited

0• 1:23:11 Illegal

0• 1:23:17 Act 112 amendments "evince a legislative intent to make public school employers  
0• 1:23:43 solely responsible for these subjects by prohibiting them from being the subjects  
0• 1:23:58 of enforceable contract provisions and by eliminating any duty to bargain  
0• 1:24:11 regarding them."

0• 1:24:44 Prohibited = Illegal here.

0• 1:25:31 Prohibited Subjects

0• 1:25:37 An employer is not required to bargain to impasse to implement a  
0• 1:25:51 contract.

0• 1:26:30 Significance:

0• 1:26:33 Employer may act unilaterally to any subject governed by 15 section 3

0• 1:26:57 Contract provisions are not enforceable to the extent that they embody  
0• 1:27:13 prohibited subject.

0• 1:27:17 No limit on discussion as opposed to bargaining prohibited subjects

0• 1:27:32 Neither party may insist that a Section 15(3) prohibited topic be in the

0• 1:28:01 CBA

0• 1:28:30 PERA 15(4)

0• 1:28:50 Prohibited bargaining subjects

0• 1:28:55 Teacher Placement

0• 1:29:01 Reduction in force/recall

0• 1:29:06 Sec. 1249 Performance evaluation

0• 1:29:14 Teacher Discharge

...

0• 1:29:24 Teacher Placement

0• 1:30:04 Placement is not defined. Assignment of a person to a suitable place (as a  
0• 1:30:18 job or a class in school).

0• 1:30:47 Reduction in Force/Recall

0• 1:31:13 Related decisions

0• 1:31:17 Any other personnel determination resulting in elimination of a position  
0• 1:31:29 or in hiring after . . .

0• 1:31:37 Any decision made by public school employer pursuant to those policies

0• 1:31:51 Teacher Evaluation

0• 1:31:56 Decisions about development, content, standards, procedures, adoption and  
0• 1:32:06 implementation of performance evaluation system adopted under 1249 or

0• 1:32:16 Tenure Act.

0• 1:32:22 Teacher Discharge or Discipline

0• 1:32:29 Only applies to employees regulated by the Tenure Act

0• 1:32:50 "Decisions" about development, content, cstandards, procedures, adoption  
0• 1:33:02 and implementation of policy as to discharge or discipline.

0• 1:33:21 "Decisions" about discharge or discipline of individual employee or impact of  
0• 1:33:33 those decisions on individual of bargaining unit.

0• 1:33:46 Most protected group is the paraprofessional group.

0• 1:36:56 Can't make a standard that is different from the Tenure Act's arbitrary or  
0• 1:37:17 capricious standard

0• 1:37:25 Classroom Observations

0• 1:37:33 Decisions about format times and number

0• 1:37:45 Performance-Based Compensation

0• 1:37:59 Parent Notification of Ineffective ratings.

0• 1:38:52 Good Advice: "In order to do what is now your professional responsibility, you  
0• 1:39:05 mus always remember these three words - fair, courageous, and consistent." -

0• 1:39:17 Jim Ballard, MASSP

0• 1:20:45 "Courageous, Fair, Consistent"