



Grand Haven Area Public Schools

PROFESSIONAL NEGOTIATION AGREEMENT

between

GRAND HAVEN AREA PUBLIC SCHOOLS

Ottawa and Muskegon Counties, State of Michigan

and

**THE GRAND HAVEN EDUCATION ASSOCIATION,
INCORPORATED
MEA-NEA**

August 23, 2009 - August 22, 2011

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ARTICLE I

Preamble

- A. WHEREAS, the Board of Education of the Grand Haven Area Public Schools (hereinafter referred to as the Board), and the Grand Haven Education Association, Incorporated (hereinafter referred to as the Association), recognize and declare that the implementation, development and operation of a high-quality instructional program for the students of this school district is their mutual goal and responsibility, and that the character of such education depends upon the quality and morale of the teaching service, and
- B. WHEREAS, this common high purpose may best be achieved by close consultation, mutual respect and understanding between the Board and the Association, and
- C. WHEREAS, the Association recognizes that the Board under law has the final responsibility for establishing policies for the district, and
- D. WHEREAS, the Board recognizes that teaching is a profession and the skills, knowledge and creative capacities of teachers contribute greatly toward the goal of high-quality schools for this district, and
- E. WHEREAS, the laws of the State of Michigan authorize public employees and public employers to enter collective negotiation agreements concerning rates of pay, wages, hours of employment, and other terms and conditions of employment, and
- F. WHEREAS, the Board did recognize the Association, by formal resolution, on March 8, 1966, as the choice of a majority of the employees covered by this Agreement as the exclusive representative for the purpose of collective negotiations with the Board in respect to rates of pay, wages, hours of employment, and other terms and conditions of employment, and
- G. WHEREAS, the parties, following deliberate professional negotiations, have reached certain understanding, and
- H. WHEREAS, the Board and the Association desire to incorporate such understandings into a written collective negotiations agreement in the belief that such action is in the best interest of the students attending school therein, the teachers represented by the Association, and the residents of the Grand Haven Area Public Schools, and
- I. WHEREAS, provisions of this article shall not constitute the basis of a grievance nor be used to interpret subsequent provisions of this contract,
- J. NOW THEREFORE, in consideration of the following mutual covenants, the Association and the Board hereby agree as follows:

ARTICLE II

Recognition

- A. The Board recognizes the Association as the sole and exclusive bargaining representative for those employees of the Board described as full-time classroom teachers, certified teaching staff (including coordinator, if any) in the alternative education program, contracted part-time classroom teachers (including long-term substitute teachers, but excluding temporary substitute teachers), vocational instructors, certificated consultants and counselors (exclusive of the Director of Guidance and Counseling,) librarians (exclusive of the Director of Media Services), special education teachers including School Psychologists and School Social Workers, Occupational and Physical Therapists (exclusive of the Director of Special Education) and excluding Recreation Department Director and Staff and Community Education program staff (such as adult basic education teacher, leisure/enrichment course teachers, etc.). Further, that the supervisory, administrative and executive personnel, including but not limited to Superintendents, Assistant Superintendents, Principals, Assistant Principals, and all other employees not specifically included as part of the bargaining unit above mentioned, shall not be included in said unit.

ARTICLE II (A)

Definitions

- A. Wherever the term "teacher" is used, it is to include any member or members of the bargaining unit, except to the extent that specific provisions are made applicable to a "long-term substitute teacher."
- B. A "temporary substitute teacher" is a person who replaces a regular teacher for less than twenty-one (21) consecutive school days in the same assignment.
- C. A "long-term substitute teacher" is a person who replaces a regular teacher for twenty-one (21) or more consecutive school days in the same assignment.
- D. Wherever the singular is used, it is to include the plural.
- E. Where the term "Board" is used, it shall mean the Board of Education of the Grand Haven Area Public Schools, and shall include its designee upon whom the Board has conferred authority to act in its place and stead.
- F. Where the term "Superintendent" is used, it shall mean the Superintendent of Schools and shall include his/her designee upon whom the Superintendent has conferred authority to act in his/her place and stead.
- G. Wherever the term "Principal" is used, it is to include the administrator of any work location or functional division or group.
- H. Where the term "this Agreement" is used, it shall mean the Agreement itself, together with all appendices incorporated by reference and Letters of Understanding.
- I. Where the term "Association" is used, it shall mean the Grand Haven Education Association Incorporated and shall include its designee upon whom the Association has conferred authority to act in its place and stead.

- J. Wherever the term "Association Representative" is used, it shall mean the teachers in a school designated by the Association to represent all the teachers in that school.
- K. Wherever the term "District" is used, it shall mean The Grand Haven Area Public Schools.
- L. Current basic salary shall be defined to mean Step 1 on the present AB salary schedule.
- M. For the purposes of Article XX, Section C. the term "recognized accredited school" shall mean a school recognized as accredited by the North Central Association of Colleges and Schools, New England Association of Colleges and Schools, Middle States Association of Colleges and Schools, Southern Association of Colleges and Schools, Northwestern Association of Colleges and Schools, and the Western Association of Colleges and Schools. Further, it is agreed that the University of Michigan is recognized as an accrediting agency for schools. It is agreed that if a district high school is accredited by one of the above named agencies, it is assumed other schools within that district also meet accrediting standards.
- N. "Accrediting agency" as contained within Article XIV (Orderly Reduction of Personnel), paragraph B.2. (Qualifications) shall mean North Central Association of Colleges and Schools.

ARTICLE III

Board Rights

- A. The Board, on its own behalf, and on behalf of the electors of the District, hereby retains and reserves unto itself all powers, rights, authority, duties and responsibilities conferred upon it and vested in it, by the laws and the constitution of the State of Michigan and/or the United States, or which have been heretofore properly exercised by it, excepting where expressly and in specific terms limited by the provisions of this Agreement.
- B. It is agreed that the Board retains the right to establish and equitably enforce reasonable rules and personnel policies relating to duties and responsibilities of the teacher and working conditions which are not inconsistent with this Agreement or in violation of law.
- C. The Board retains the rights of management and control of school property, facilities, grades and courses of instruction, athletics and recreation programs, methods of instruction, materials used for instruction, and the selection, assignment, direction, transfer, promotion, demotion, discipline or dismissal of personnel excepting where expressly and in specific terms limited by the provisions of this Agreement.

ARTICLE IV

Association Rights

- A. The Board agrees to recognize and observe all of the rights given the Association pursuant to Act 379 of the Public Acts of 1965, and all other applicable laws.
- B. The Board and the Association recognize the right of either party to invoke the assistance of the Michigan Employment Relations Commission or a mediator from such public agency.
- C. The Association shall be notified in writing upon employment of any new teacher and when a substitute teacher obtains the status of a long-term substitute or is hired as such.

- D. The Board recognizes the right of the Association to make reasonable requests, which may be required to be in writing, for certain Board information which is public in nature, which is neither privileged or otherwise confidential, and which will aid the Association in developing intelligent, accurate, informed and constructive programs on behalf of teachers, or which will aid the Association in processing any grievance or complaint. The Board agrees to furnish the Association, in response to such reasonable requests, published information available to the public. Requests for information not available to the public in published reports shall be submitted to the Superintendent who shall have the option of supplying the information or referring the request to the Board. Original records of the Board may be examined only at the office of the Board. The Association shall reimburse the Board for extra expense incurred in furnishing information or making records available.

The Board will provide to the President of the Association, a copy of such Board meeting notices, agendas, public minutes with public attachments and a copy of other printed information as is distributed to the public and/or the media at public Board meetings.

- E. The Association has the right to consult with the Board and/or its administrative representatives during the planning and revision stage of new or modified fiscal budgetary or tax programs, construction programs, or revisions of educational policy which are proposed or under consideration; provided, however, that the Board shall not be obligated to notify the Association with respect to such programs and policies; provided further that the Board shall have final authority in determining all such programs and policies; and provided still further that when unusual circumstances preclude a formal meeting from being held, such communication may be accomplished by telephone.
- F. The Association and its representatives shall have the right to use school space at all reasonable hours which do not interfere with normal school operations for meetings upon request for such use in accordance with established regulations. If special custodial service is required, the Board may make a reasonable charge therefore. This provision shall be suspended during the period of any strike or withholding of services by the Association.
- G. Duly authorized representatives of the Association and their respective affiliates shall be permitted to transact official Association business on school property at all reasonable times, provided that this shall not interfere with or interrupt normal school operations. If a representative of the Association not employed by the school district shall visit the school for any reason concerning Association business, the representative shall first check in with the building principal or designee and state the nature of the business and the person or persons he/she wishes to see. In the event any Association representative shall violate the provisions of this section, the principal or designee may have the person removed.
- H. The Association shall have the right to use school equipment, including telephones, typewriters, duplicating machines, calculating machines and all types of audio-visual equipment at reasonable times when such equipment is not otherwise needed or in use. The Association agrees that the use of school equipment shall be limited to qualified operators and shall be in accordance with established regulations. The Association shall pay for the cost of all materials, supplies, repairs and/or replacements incident to such use.

- I. The Association shall have the right to post notices of its activities and matters on Association bulletin boards, at least one which shall be provided in each staff lounge or designated location in each school building. The Association may use the school internal mail services and teachers' mailboxes for communication to teachers in accordance with established regulations. The term "established regulations" refers to existing school rules and regulations pertaining to the use of school-owned buildings, property, services and equipment. All Association materials intended for distribution or display in any property under the management of the Board shall be identified as Association material before display or distribution.

- J. The Board recognizes the right of any teacher to request the following payroll deductions or reductions:
 - 1. United Professional Dues or Equivalent Service Fees
 - 2. Group Insurance Premiums
 - 3. U.S. Savings Bonds
 - 4. Ottawa County School Employees' Credit Union
 - 5. United Fund Contributions
 - 6. Tax Deferred Annuity Programs

All of the above voluntary deductions shall be made upon written authorization of the teacher, which shall be kept on file in the District's Business Office.

ARTICLE V

Association Dues And Payroll Deductions

- A. Teachers may at any time sign and deliver to the Board an assignment authorizing deduction of membership dues of the Association (including the National Education Association and the Michigan Education Association). Such authorization shall continue in effect until formally revoked by the teacher in writing and copies thereof are delivered to the Association and the Board. (This pertains to continuing memberships).

- B. The deduction of membership dues or fees shall be made from the first paycheck each month beginning in September and ending in June of each year and the Board agrees to remit to the Association all monies so deducted, accompanied by a list of teachers from whom the deductions have been made.

- C.
 - 1. All members of the bargaining unit, as a condition of employment, shall pay either the monthly membership dues of the Association or the appropriate Representation service fee of the Association, not to exceed the amount of the dues uniformly required of members to the Association. The teacher shall pay such dues or fees directly to the Association or authorize payment through payroll deduction, as herein provided.

Members not electing payroll deductions shall pay the dues or representation fee not later than October 15th of the current school year or thirty (30) days after the beginning of employment, whichever is later.

2. The Association shall certify to the Board at the beginning of the school year, the membership of the Association subject to deduction of membership dues and the amount of the monthly Association dues to be deducted. The Association shall also certify to the Board as soon as the amount is known, the amount of monthly representation service fees to be deducted. These amounts so certified and deducted shall be forwarded to the Association, unless otherwise required by law or court order to be treated differently in the event a teacher contests the amount of the deduction.
3. A teacher contesting the appropriate amount of the representation service fee to be deducted, must exhaust the internal administrative procedures of the Association.

The remedies of such procedures shall be exclusive, and unless and until such procedures, including any administrative or judicial review thereof, shall have been exhausted, no dispute, claim or complaint by an objecting teacher concerning the application and interpretation to this Article shall be subject to the grievance procedure set forth in this Agreement, or to any other administrative or judicial procedure.

4. The parties agree that the procedures in this Article relating to the payment or non-payment of the representation fee by non-members shall be activated thirty (30) days following the Association's notification to non-members of the fee for that given school year. In such event, it is agreed that the teacher remains obligated for the entire annual representation fee.
5. In the event that a teacher shall not pay such Representation service fee directly to the Association, or authorize payment through payroll deduction, the Board shall, upon completion of the procedures contained herein at the request of the Association and pursuant to MCLA 408.477; MSA 17.277(7), deduct the Representation service fee from the teacher's wages and remit same to the Association. Payroll deductions made pursuant to this provision shall be made as provided in Section B above, as nearly as is possible.
6. The Association in all cases of mandatory fee deduction pursuant to MCLA 408.477; MSA 17.277(7) shall notify the teacher of non-compliance by certified mail, return receipt requested. Said notice shall detail the non-compliance and shall provide ten (10) days for compliance, and shall further advise the teacher that a request for wage deduction may be filed with the Board in the event compliance is not effected. If the teacher fails to remit the service fee or authorize deduction for same, the Association may request the Board to make the deduction. The Board upon receipt of the request for involuntary deduction shall provide the teacher with an opportunity for a due process hearing limited to the question of whether or not the teacher has remitted the service fee to the Association or authorized payroll deduction for same.
7. A teacher shall cease to be subject to payment of dues or the representation service fees beginning with the month immediately following the month in which he/she is no longer a member of the bargaining unit. The Association will be notified by the Board of the names of such teachers following the end of each month which the termination took place. The Board agrees to advise the Association in writing of all additions, deletions or change in status of members of the bargaining unit.

8. In the event of any legal action brought against the Board in any court or administrative agency because of its compliance with Section C. of this Article, the Association agrees to defend against such action, at its own expense and through its own counsel. The Association shall consult with the Board regarding the appointment of counsel and agrees that its legal counsel shall consult with the Board's legal counsel regarding defense of the action and litigation strategy. No settlement or compromise shall be agreed upon which imposes any detriment to the Board without its consent and prior consultation.
9. The Association agrees to indemnify and hold the Board, including each individual school board members and its agents, harmless against any and all claims, demands, costs, suits, damages, awards, judgments or other forms of liability and expense, including but not limited to back pay damages and all court or administrative agency costs that may arise out of or by reason of any action or legal stance taken by the Board for the purpose of complying with this Article. It is agreed that any payment for these specified reasons shall be made directly from the Association to the demanding party and at no time shall the Board be obligated to pay out any monies for any reason associated with the provisions of this Article.

ARTICLE VI

Teacher Rights and Responsibilities

- A. The Association and the teachers recognize that the basic duty of each teacher is to use his/her skill as a teacher in the most effective and proper manner to insure the highest quality of education in the Grand Haven Schools.
- B. Good teaching extends beyond classroom walls and scheduled hours. Teaching is a profession which requires, among other things, the devotion of extra time to self-improvement and out-of-school time for the preparation of projects, lesson plans, grading of papers, and counseling parents.
- C. In order to insure continued improvement of the educational process in the Grand Haven Schools, the Association and the teachers will continue in accordance with past practices to assist in the study, review, revision, updating and amending of the school curriculum through department and grade committees.
- D. The Association and the teachers recognize their obligation to continue to lend their skill and knowledge in the form of recommendations for textbook selections, teaching materials, and plans for new or renovated buildings. The Board's decision in these matters shall be final.
- E. **PERSONNEL FILE**
 1. There shall be one personnel file for each teacher, maintained in one central location. Compliments and complaints to be added to or removed from this file must be supplied to the teacher. Complaints concerning a teacher shall be brought to the attention of the teacher and/or filed in a timely manner, identify the name of the person making the complaint, the date and the nature of the complaint, and the conclusion of the administrator who received the complaint. No complaint, including those of an administrator, shall be placed in a teacher's personnel file that has not been investigated and found to be accurate.

Anonymous complaints (i.e., where the person making the complaint does not identify himself/herself) shall be disregarded.

Anonymous complaints (i.e., where the identity of the person making the complaint is not made known to the teacher) shall not be placed in the teacher's personnel file unless the complaint(s) is a part of a disciplinary measure; as defined in Article VI, H.

2. Any complaint in a teacher's personnel file not meeting the above criteria shall be removed unless corrected.

Each teacher shall have the right upon request to review and discuss the contents of the teacher's personnel file, including administrative evaluations, written complaints and commendations.

Pre-employment documents are exempted from such review.

With the consent and approval of the principal, teachers are entitled to place items which are deemed important to the teacher's professional evaluation in the teacher's personnel file. Each teacher should keep his/her certificate and transcript current.

3. Freedom of Information Act (FOIA) Requests

Whenever the District receives a request under the Michigan Freedom of Information Act, MCL 15.231 et. seq., for disclosure of documents concerning a teacher, a copy of the request shall be faxed to the Association Executive Director and either faxed or mailed to the teacher within two (2) work days of the receipt of the request by the District. In the event that the District intends to disclose any documents, a copy of said documents shall first be made available to the Association and the teacher so that the Association and the teacher are aware of the documents intending to be disclosed.

- F. Whenever disciplinary action is proposed, the teacher shall be notified and shall be entitled to have present a representative of the Association. The general purpose of any meeting shall be made known to the teacher at the time of the meeting notification. If an Association representative is requested to be present, no longer than two (2) days may lapse before such meeting is held, unless otherwise arranged by mutual agreement.
- G. At the beginning of each school year, the Board shall furnish each newly employed teacher with a teacher's handbook which shall contain applicable Board policy and administrative rules and regulations. The handbook will be periodically updated. When updated, such updated information will be furnished to all teachers.
- H. No teacher shall be disciplined without just cause. As used in this paragraph, it is understood that the term "discipline" shall not include any demotion, discharge or dismissal.
- I. No school psychologist or school social worker shall be disciplined without just cause. As used in this paragraph, "discipline" shall not include demotion, discharge or dismissal unless:
 1. The school psychologist or school social worker has been employed by the Board in such capacity for a period of two (2) full years, and
 2. The school psychologist or school social worker has no tenure rights under the Teacher Tenure Act.

It is expressly understood, however, that such school psychologists and school social workers shall be deemed to be serving a period of probation for the first two (2) full years of their

employment in such capacity during which time termination of services or failure to re-employ are nongrievable actions.

- J. Teachers affected by actions not subject to the grievance procedure, including the termination of services of or failure to re-employ any probationary teacher, and the dismissal or failure to re-employ a probationary psychologist or social worker may schedule a meeting with the superintendent with or without an Association representative. Within ten (10) days after the meeting, the Superintendent will provide a written summary of the meeting, including reasons for the action. In lieu of meeting with the Superintendent, the teacher may meet with the Personnel Committee of the Board with or without an Association representative, in which case the written summary and reasons will be provided by the Board Committee. The Board will consider a voluntary resignation prior to official action.
- K. No teacher shall be required to accept or be responsible for a student teacher without his/her consent.

ARTICLE VII

Teaching Conditions

A. Calendar

The Association and the Board shall mutually agree upon the Calendar(s) for each year of this Agreement. Said Calendar(s) shall be set forth in Appendix "C" attached hereto.

The Calendar for each year of this Agreement shall provide at least one (1) day of jointly planned (by the Board and Association) in-service training for all teachers.

B. Working Hours

1. Teachers will report for duty not less than ten (10) minutes prior to the start of the school day as established for the administrative unit in which the teacher is employed. Teachers will remain on duty for a sufficient period after the close of the school day to attend to those matters which require the teacher's attention, but not less than ten (10) minutes, except for the high school staff, following the close of the school day as established for the administrative unit in which the teacher is employed. As used in this paragraph, the term "school day" shall encompass the time between the starting time and ending time for pupils in the administrative unit involved. Provided, however, that with respect to any day on which teachers are scheduled to report for duty in the absence (or shortened presence) of pupils, the teacher's day shall be based on the normal school day unless adjusted by the administration for a particular administrative unit or the District at large. Teachers whose regular assigned duties vary from the normal school working hours will have proportionate adjustments made in their working schedules.
2. It is expressly understood that psychologists, social workers and psychologist-social workers are to meet their obligation as in the past as required in the future for attendance at meetings before and after the administratively scheduled working hours, including parent and staff training meetings in the evenings. This obligation does not require proportionate adjustments made in their working schedule and is without additional compensation.
3. A teacher shall be expected to attend professional staff meetings when called by the building principal or his/her designee. A teacher may place appropriate educationally-related items on the agenda for the building meetings. The agenda for building meetings should be presented to the teacher at least one day in advance of the meeting.

4. All teachers, with the exception of Central High School teachers, shall be entitled to an uninterrupted, duty-free lunch period. This period shall conform to the designated prevailing lunch period for the particular school in which the teacher is employed, but shall be of not less than forty (40) minutes duration, which may include five (5) minutes passing with the exception of kindergarten which may be adjusted by mutual agreement to thirty five (35) minutes to meet state mandated hours. Exceptions to the duty-free lunch period may be made by mutual agreement between the building principal and the teacher involved.

5. Emergency Conditions - Teachers are not expected to report for duty on those scheduled attendance days when the school district is closed to students. It is understood that during days when school is not in session there shall be no deductions from a teacher's leave days of absence.

Should severe weather or emergency conditions cause the closing of the schools during a school day, the teacher will remain on duty until dismissed by the administration.

6. At the end of each semester a time shall be provided for all teachers to complete necessary records and reports as provided in Appendix C (calendar footnotes.)

7. The daily length of the scheduled school working hours for psychologists, social workers and psychologist-social workers shall be seven (7) hours or the daily length of the normal school working hours of the high school, whichever is greater.

8. In the event that the school district offers in-service programs and/or workshops beyond the school calendar and/or beyond the normal working hours for which teachers do not receive additional compensation for attending, said attending shall be voluntary.

9. The schedule of student classes for the High School shall be as printed below:

HIGH SCHOOL 2009 – 2011

Zero Hour 6:35-7:45	Zero Hour 6:35-7:45	Zero Hour 6:35-7:45
1st Hour 7:50-9:00	1st Hour 7:50-9:00	1st Hour 7:50-9:00
2nd Hour 9:06-10:16	2nd Hour 9:06-10:16	2nd Hour 9:06-10:16
3rd Hour 10:22-11:32	3rd Hour 10:22-11:32	3rd Hour 10:22-11:32
A LUNCH 11:38-12:13	4th Hour 11:38-12:13	4th Hour 11:38-12:48
4th Hour 12:13-1:23	B LUNCH 12:13-12:48	C LUNCH 12:54-1:29
5th Hour 1:29-2:39	5th Hour 1:29-2:39	5th Hour 1:29-2:39

10. The student schedule at the Middle Schools shall be as printed below:

**LAKESHORE MIDDLE SCHOOL
2009-2010**

GRADE 6	GRADE 7	GRADE 8
A 1 7:33 – 8:25 Specials	A1 Core begins 7:33	A 1 Core 7:33 – 8:25
A2 Core 8:30	A2 Core ends 9:45	A2 Specials 8:30 – 9:26
A3	A3 Specials 9:50 – 10:40	A3 Core begins 9:31
A4 Core ends 11:31	Lunch 10:43 – 11:26	A4
Lunch 11:31 – 12:11	B1 Core begins 11:31	A5 Core ends 12:14
B1 Core begins 12:16	B2	Lunch 12:19 – 1:00
B2	B3	B1 Core begins 1:00
B3 Core ends 2:32	B4 Core ends 2:32	B2 Core ends 2:32

**WHITE PINES MIDDLE SCHOOL
2009-2010**

GRADE 6	GRADE 7	GRADE 8
A1 Core begins 7:43	A1 Core begins 7:43	A1 Core begins 7:43
A2	A2	A2
A3	A3 Core ends 10:41	A3
A4 Core ends 11:16	Lunch 10:41 – 11:21	A4
Lunch 11:25 – 12:05	B1 Specials 11:26 – 12:16	A5 Core ends 12:05
B1 Core begin 12:01	B2 Core begins 12:21	Lunch 12:09 – 12:49
B2 Core ends 1:45	B3	B1 Special 12:49 – 1:45
B3 Specials 1:50 – 2:42	B4 Core ends 2:42	B2 1:50 – 2:42

**LAKESHORE MIDDLE SCHOOL
2010-2011**

GRADE 6	GRADE 7	GRADE 8
A1 Core begins 7:43	A1 Core begins 7:43	A1 Core begins 7:43
A2	A2	A2
A3	A3 Core ends 10:41	A3
A4 Core ends 11:16	Lunch 10:41 – 11:21	A4
Lunch 11:21 – 12:01	B1 Specials 11:26 – 12:16	A5 Core ends 12:05
B 1 Core begins 12:01	B2 Core begins 12:21	Lunch 12:09 – 12:49
B2 Core ends 1:45	B3	B1 Special 12:49 – 1:45
B3 Specials 1:50 – 2:42	B4 Core ends 2:42	B2 1:50 – 2:42

**WHITE PINES MIDDLE SCHOOL
2010-2011**

GRADE 6	GRADE 7	GRADE 8
A1 7:33 – 8:25 Specials	A1 Core begins 7:33	A1 Core 7:33 – 8:25
A2 Core 8:30	A2 Core ends 9:45	A2 Specials 8:30 – 9:26
A3	A3 Specials 9:50 – 10:40	A3 Core begins 9:31
A4 Core ends 11:31	Lunch 10:43 – 11:26	A4
Lunch 11:31 – 12:11	B1 Core begins 11:31	A5 Core ends 12:14
B1 Core begins 12:16	B2	Lunch 12:19 – 1:00
B2	B3	B1 Core begins 1:00
B3 Core ends 2:32	B4 Core ends 2:32	B2 Core ends 2:32

- a. Any changes in the “annual daily schedule” for the middle schools and the high school will be mutually agreed upon by said parties no later than February 15 of each year, for the following school year.
- b. Any changes in the current "annual daily schedule" shall be mutually agreed upon.

11. Elementary (K-5) school schedule

Required normal duty day for elementary teachers shall not exceed 6 hours and 17 minutes for the 2009/2010 school year and 2010/2011 school years.

C. Teacher Assignments

1. Teachers shall be assigned, except temporarily and for good cause, within the scope of either of their teaching certification or of their major or minor field of study.
2. All secondary teachers shall have at least one period per day, equivalent to a normal teaching period, for the purpose of preparing lessons, student conferences, parent conferences, etc. This shall not apply to Alternative Education Program teaching staff. Teacher planning time and class periods are set forth in Article VII, Paragraph G (Alternative Education Teachers).
3. A full time high school assignment would be four (4) class periods. Secondary high school classroom teachers shall not, without their consent, have more than four (4) assigned teaching periods each day. This shall not apply to Alternative Education Program teaching staff. Teacher planning time and class periods are set forth in Article VII, Paragraph G (Alternative Education Teachers).
 - a. A full time middle school assignment would be 1570 student contact minutes per week or for the dual site-based teacher, 1425 student contact minutes plus 150 minutes of transition time per week between buildings and teaching assignments.
4. Elementary classroom teachers shall be provided with two hundred (200) minutes of unassigned time per week during the student day for class preparation, planning and student conferences. Teachers must remain in the building unless excused by the building principal.

5. Item 3 above shall not be changed during the life of this contract, except in cases of emergency and then only after full consultation with the Association. The Board contemplates no increases in the number of assigned periods during the life of the contract.
6. Non-Teaching Duties - The Board and the Association acknowledge that a teacher's primary responsibility is to teach, and that his/her energies should be utilized to this end. It is agreed that teachers will be relieved of non-teaching duties to the extent possible and practical through the use of non-teaching personnel to perform clerical-type tasks and supervise playgrounds and lunchrooms.
7. Driver Education - In filling driver education positions, preference shall be given to bargaining unit members in the order of most seniority as in the past. Assignments shall be offered to teachers by June 1 if possible.

D. Teaching Facilities, Equipment and Supplies

Based on past practice of the Board of Education to provide adequate facilities, equipment and supplies, the Board will continue to supply the teachers with the basic tools of their profession by providing the teachers with:

1. Sufficient textbooks to carry out the schools' established program of instruction. Prior to changing textbooks or selecting a new textbook, the teachers affected and/or a committee of such teachers shall be given the opportunity to meet and consult with the Superintendent or his/her designee regarding the proposed change or selection. The Board's decision shall be final.
2. Teachers will be informed as soon as possible as the disposition of their requisitions for supplies, materials and equipment by their building principal.
3. Sufficient library reference facilities, maps and globes, laboratory equipment, audio-visual equipment, art supplies, athletic equipment, and other materials deemed necessary as tools of the teaching profession.
4. Space in each classroom in which teachers may safely store instructional materials and supplies.
5. A teacher work area containing adequate equipment and supplies to aid in the preparation of instructional materials.
6. Adequate work space for special teachers.
7. A faculty lounge, lunch room and rest rooms.
8. Parking facilities.

E. The Board agrees to meet and confer with the Association to seek mutually acceptable solutions where any of the above conditions are in question.

F. Unless covered by existing insurance, all TB tests that are required as a condition of employment shall be paid for by the Board if performed by the Ottawa County Health Department or other Board-approved agency pursuant to arrangements made between such agency and the Board.

G. The Central High School Program shall be described as follows:

Schedule of Student Classes

2009-2011

- 1st Block: 7:58 a.m. – 9:28 a.m.
- 2nd Block: 9:32 a.m. – 11:02 a.m.
- Lunch: 11:02 a.m. – 11:27 a.m.
- 3rd Block: 11:27 a.m. – 12:58 p.m.
- 4th Block: 1:01 p.m. – 2:34 p.m.

Teacher Schedule

Teachers will have a 25 minute lunch and a 60 minute daily planning period. The remaining 30 minutes in the block schedule will be available on a daily basis for student directed assistance.

ARTICLE VIII

Academic Freedom

- A. The parties seek to educate young people in the democratic tradition, to foster a recognition of individual freedom and social responsibility, to inspire meaningful awareness of and respect for the Constitution and the Bill of Rights, and to instill appreciation of the values of individual personality. It is recognized that these democratic values can best be transmitted in an atmosphere in which academic freedom for teacher and student is encouraged.
- B. It is expressly understood that academic freedom as hereinbefore discussed, does not entitle the teacher to introduce into his/her teaching controversial matters which have no relation to his/her subject; nor does it give license to violate the laws of the State of Michigan or other areas specifically proscribed by the Board policy.

ARTICLE IX

Class Size

- A. The Board and the Association recognize that the pupil-teacher ratio is an important aspect of an effective educational program. Accordingly, the Board agrees to follow the provisions herein contained when establishing and/or adjusting class size. Further, it is recognized that the impact of the presence of special needs students (students receiving special education services and students lacking effective communication abilities in the English language) is a factor to be considered in establishing and adjusting the size and composition of individual class sizes for teachers. Therefore, upon the request of the classroom teacher affected, the building principal, within seven (7) calendar days after the request, shall convene a building review committee composed of the building principal, the Special Education Director, the classroom teacher and the special education teachers at the building to consider the classroom teacher's concern(s) and review alternatives with respect to the placement and distribution of the special needs students.
- B. Classroom aides will be hired to assist elementary classroom teachers with classrooms exceeding the following limitations:

- K - 2 - 25 students
- 3 - 5 - 30 students

When a class exceeds the limits by 3 or fewer students, an aide will be provided for 3 hours per day.
When a class exceeds the limit by 4 or more students, an aide will be provided for 6 hours a day.

The determination to hire an aide will be made initially after the first full week of school. Class-size counts will be reviewed every six weeks thereafter, and appropriate adjustments made in the amount of time an aide works, whether or not the aide will continue in the classroom, or whether aides will be assigned to new classrooms that qualify under these limits.

Teachers will have input to the supervising administrator in evaluating teacher aides.

- C. The maximum number of students assigned to a classroom teacher at the middle schools or high school on a full-time daily basis shall be calculated by multiplying the number of regular instruction classes taught by the teacher by thirty- two (32). Large instruction classes such as vocal music, band, orchestra, physical education and study hall, shall not be counted toward the maximum student limit for a teacher.
- D. The ratio of students to teachers and other professional staff members at the high school and at the middle schools shall not exceed 25 students to 1 as calculated according to the Standards for Secondary Schools of the North Central Association.
- E. The Curriculum Council shall annually review and report its findings and recommendations concerning pupil-teacher ratios to the Board and Association, in writing, not later than November 1.

ARTICLE X

Board Support of Teachers

- A. Teachers are responsible for the control and discipline of students in the classroom or in such places or at such times as the students may be under the jurisdiction of the teacher. A student shall be considered under the jurisdiction of any teacher at any time during the school working day while the student is on school property, and also during school activities or events, whether on or off school property, when the teacher is in a position of responsibility. Any assault by a child upon a teacher shall be promptly reported to the teacher's immediate supervisor. The Board recognizes its responsibility to give reasonable support, assistance and legal services to all teachers with respect to control and discipline of students, including assistance in legal defense where the teacher may be involved in litigation as a result of carrying out reasonable control and discipline.
- B. Teachers shall observe the rules and regulations established by the Board relative to the discipline of students. Such rules and regulations shall be included in the teacher's handbook.
- C. The Board recognizes that exceptional children require special education by specially certified teachers. The Board will continue to seek methods of expanding appropriate programs to serve such children.
- D. If the Board of Education shall determine that a teacher has acted in a reasonable manner and within the scope of Board policy, and provided the teacher itemizes the damage, loss or destruction of clothing or personal property of the teacher as the result of an assault by a pupil while a teacher is on duty in the school, on the school premises or on duty during school-sponsored activities, the Board will reimburse the teacher.
- E. Teachers will be notified without undue delay of significant complaints made against them by parents; provided, however, that any complaint not brought to the teacher's attention shall not be used for evaluation or discipline. The teacher will be granted an opportunity to answer such complaints either in conference or in writing at the discretion of the principal.

- F. A teacher may exclude a pupil for one class period when the grossness of the offense, the persistence of misbehavior, or the disruptive effect of the violation makes the continued presence of the student in the classroom intolerable. In such cases, the teacher will furnish the principal as promptly as his/her teaching obligations allow, full details of the incident.

ARTICLE XI

Teacher Evaluations

- A. Evaluation of the effectiveness of teaching is a basic and important function of administration. The principal objective of teacher evaluations shall be to promote the improvement of educational programs and instructional processes.
- B. All teachers shall be informed of the criteria upon which they will be evaluated. They shall initially be so informed on or before September 15 of each school year, and shall thereafter be so informed upon revision, if any, of said criteria; provided, however, that new hires shall be so informed upon employment.

Teacher evaluations shall be made through the use of the Frameworks Observation teacher evaluation program forms attached hereto as Appendix D, subject to any revisions agreed upon. Evaluators must be trained in the Frameworks Observation Model.

- C. Evaluation of the job performance of each teacher is the right and responsibility of the administration. Such evaluations shall be conducted by building principals and/or other administrative employees of the Board; provided, however, that upon mutual agreement between the Association Executive Board and the Board of Education, another party may perform formal evaluations.
- D. The Board's objectives shall be that each tenure teacher shall be so evaluated at least once every three (3) years, and that each probationary teacher shall be so observed at least once per semester with a full evaluation completed annually. All evaluations shall be completed by May 20 of each school year.
- E. Such administrative evaluations shall be conducted openly and may be based upon classroom visitations and observations and/or upon other validated work-related matters. Classroom observations shall generally be for periods of not less than 20 minutes. Classroom observations shall not be conducted on days immediately before or after spring break, Christmas recess, or on Halloween day.
- F. Such evaluations, including recommendations related thereto, shall be in writing and shall be submitted to the teacher, either before or during a conference to be held between the evaluator and the teacher to discuss the evaluation. A copy of such written evaluation shall be signed by the evaluator and the teacher. The teacher shall sign at the time the written evaluation is received; provided, however, that such signing does not necessarily imply agreement with the evaluation by the teacher. Said conference shall be held within seven (7) school days following the classroom visit or observation, unless the teacher and evaluator involved mutually agree to extend the time for holding said conference or extenuating circumstances prevent the conference from being held within seven (7) days.
- G. A teacher who disagrees with any such written evaluation may, within ten (10) school days following the above-referenced post-evaluation conference, submit a written answer to such evaluation, unless the teacher and evaluator involved mutually agree to extend the time limit. Any such answer shall be attached to the file copy of the evaluation in question.

- H. If an evaluator believes that a teacher is doing unacceptable work, the reasons shall be set forth in specific ways in which the teacher is to improve and of assistance to be given by the administrator and other staff members.
- I. As an element of discipline the Superintendent may freeze the current salary of a teacher for just cause for a period of time not to exceed one (1) calendar year at a time.
The only allowable change in the teacher's current salary during that time period would be lateral movements on the Salary Schedule A (i.e. AB to AB18, AB18 to MA, etc.) in effect on the effective date of the teacher's salary freeze. Such lateral movements shall not be affected.

At the end of the period of time that the teacher's salary was frozen, the teacher shall be placed on that step of the salary schedule that he/she would have advanced to had the Superintendent not frozen the teacher's salary.

Subsequently, the teacher shall advance on the salary schedule as if no freeze had been implemented.

This section I, shall not be subject to the grievance procedure (Article XVI) unless or until the State Teacher Tenure Commission rules that it does not have jurisdiction to rule on the merits of the teacher's petition (appeal) to that commission. If and when such a ruling is determined by the Tenure Commission, the teacher has up to but not more than 30 calendar days following the date of that ruling to file a grievance under Article XVI.

In the event that the teacher takes an appeal from the Tenure Commission on its ruling, the grievance, if filed, shall be held in abeyance until the outcome of the appeal is determined.

ARTICLE XII

Vacancies, Assignments and Transfers

A. Definitions:

1. A "position" means an assignment for a teacher in the specified subject(s), grade level(s), service area(s), and/or building(s). Modification of the grade level(s) within the same building and/or subject(s) in the same department to be taught by a teacher in a teaching position at the secondary level from one school year to the next is not a transfer or change of assignment of the teacher previously assigned to the position, nor does it constitute a vacancy.
2. A "permanent vacancy" means a position in the bargaining unit which is not assigned to any teacher because it is a newly created position or because of a resignation, retirement, discharge, layoff, transfer, change of assignment, abandonment, death or leave of absence without return rights to the position and is to be filled when all other teachers in the bargaining unit are assigned to positions.
3. A "temporary vacancy" means a position in the bargaining unit not assigned to any teacher because the teacher who would otherwise be assigned to it is on leave and entitled to return to the position at the conclusion of the leave or a position which would otherwise be a permanent vacancy except for the decision of the Board to fill the position temporarily for the remainder of the school year.
4. A "transfer" means a change in a teacher's assignment from one position to a different position in the bargaining unit.

B. Postings

1. Whenever any permanent vacancy exists, the Superintendent or his/her designee shall publicize the same by posting the vacancy in each building, teachers' lounge or work area for a period of not less than two (2) weeks. A copy of the posting shall be forwarded to the Association. A job description and necessary certification shall be included with the posting. Postings of permanent vacancies which occur during the summer months shall be posted in the Assistant Superintendent of Human Services' Office.
2. The posting shall identify the grade level(s) and subject(s) to be taught and the building(s) in which the position exists. Special Education classroom vacancies shall identify the handicaps served (e.g. learning disability, emotionally impaired, etc.). For non-classroom vacancies, the job title shall be listed (e.g. librarian, guidance counselor, speech therapist, etc.) along with the building(s) in which the position exists.
3. Teachers who desire to apply for vacant positions shall file their application in writing with the Assistant Superintendent of Human Services. The Assistant Superintendent of Human Services will notify internal applicants when the position is filled.
4. Permanent appointments to newly created positions within the bargaining unit will not be made until fourteen (14) calendar days following the giving of the notice of vacancy to the President of the Association or his/her designee.
5. Nothing shall prevent the Board from making temporary assignments of personnel to fill a position, but said temporary appointment shall not extend beyond the balance of the school year.

C. Transfers

1. Teachers who desire a transfer or change in assignment may make their desire known on the annual questionnaire or by letter to the Assistant Superintendent of Human Services. Such requests will be acknowledged in writing and must be renewed each year.
2. Before reducing staff within a high school department, middle school building, or elementary building, the Board will first seek and grant voluntary transfers in the affected department or building based on a review of seniority, certification and experience. If after voluntary transfers there remains a need to reduce staff, the Board will transfer those teachers in the elementary building, middle school building, or high school department based on a review of seniority, certification and experience.
3. When, in the course of scheduling for the next school year and after the assignment of displaced teachers, a vacancy occurs as an opportunity for a transfer prior to August 1, requests for transfers to the vacancy that are on file and applications submitted within five (5) calendar days of the posting shall be reviewed by the Assignment Review Committee.

The Assignment Review Committee in the building in which the vacancy occurs shall review the transfer requests and make a determination to grant or deny the transfer requests to the vacancy by majority vote. The committee shall be comprised of the building principal and two teachers from the building, one of which shall be the department chairperson in which the vacancy occurs, if a secondary position, and a teacher from the grade level position, if an elementary position. The second teacher on the committee shall be a teacher from the building in which the vacancy arises and shall be chosen by a method determined by the Association Executive Board and made known to the Assistant Superintendent of Human Services. The teacher granted the

transfer by the assignment review committee shall be assigned to fill the vacancy, provided the teacher is certified and qualified for the position, unless the principal of the building denies the transfer for the reason that there is a more qualified candidate requesting a transfer. In assessing the relative qualifications of the candidates for the transfer, the recency, extent and nature of the applicant's credentials, academic preparation, training, teaching experience and other relevant factors shall be considered. The committee and/or the building principal may deny all requested transfers, provided there is no certified and qualified teacher otherwise entitled to be retained and/or recalled to the position. A transfer will not be granted if it will result in an increase in the number of lay-offs or decrease in the number of recalls which would otherwise have occurred without the transfer being granted nor if it will result in the layoff of a more senior teacher or the recall of a less senior teacher than would have occurred without the transfer being granted. In reviewing transfer requests, a transfer request by a certified and qualified teacher to a vacancy shall be granted if the transfer will prevent the lay-off of a more senior teacher who is certified and qualified for the position from which the requesting teacher is transferred.

D. Vacancies

1. A permanent vacancy which remains unfilled after the consideration of transfer requests as prescribed in Section C.2. and C.3. of this Article shall be awarded to the applicant from within or outside the bargaining unit who is determined to be the best qualified applicant for the position. In assessing the relative qualifications of the applicants for the vacancy, the recency, extent and nature of the applicant's credentials, academic preparation, training, teaching experience and other relevant factors shall be considered.
2. When it is determined that there are two or more applicants with relatively equal qualifications who are the best qualified applicants for the position, the most senior applicant among them from the bargaining unit will be selected to fill the vacancy. If no applicant from within the bargaining unit is among the best qualified applicants, the selection among them shall be at the discretion of the Superintendent or his/her designee.

E. Involuntary Transfers

1. Teachers will be informed by the Superintendent or his/her designee prior to involuntary transfers within the system. The reasons for such transfer will be given in writing upon request.

It is not the policy of the Board of Education to effect indiscriminate transfers or assignment changes of teachers within the system on either a voluntary or involuntary basis. A teacher may be transferred or have his/her assignment changed when such a transfer or assignment change is in the best interest of the school and the pupils.

F. Notification of Assignments

1. Teachers shall be notified in writing of their tentative assignment for the coming year, including the school to which they will be assigned, grades and subjects they will teach, and any special or unusual assignments which have been made. The notice will be given as soon as practical, and under normal circumstances not later than the end of the school year, unless an emergency condition arises.

ARTICLE XIII

Substitute Teachers

- A. The Board agrees to maintain a list of available qualified substitute teachers. This list shall contain the majors and minors and type of certificate of each substitute teacher.

- B. A teacher shall notify his principal at the earliest possible time after determining that he/she will not be able to report for duty. It shall be the responsibility of the administration to arrange for a qualified substitute teacher.
- C. It is the teacher's responsibility to provide adequate and complete lesson plans for the use of the substitute.
- D. Teachers will be used to cover classes only in cases of emergency.
- E. A long-term substitute teacher (as defined in Article II (A)), shall, after twenty (20) consecutive school days in the same assignment, be entitled to such salary and sick leave as a regular teacher would be entitled to under the provisions of this Agreement. The long-term substitute salary will, therefore, be appropriately adjusted after twenty (20) consecutive school days of teaching in the same assignment.
- F. 1. A long-term substitute teacher (as defined in Article II [A]) shall, after uninterrupted assignment to one specific teaching position for twenty-one (21) days or longer, be entitled to such leave time and other privileges as are granted to regular teachers pursuant to this Agreement; provided, however, that those fringe benefits described in Article XX Paragraph J (Insurance Benefits and Limitations) shall only commence as of the first of the calendar month following the calendar month in which the substitute teacher qualified as a long-term substitute teacher; and provided further that such fringe benefits shall then commence only if said substitute teacher still qualifies as a long-term substitute teacher, and that such fringe benefits shall only continue through the calendar month in which the teacher ceases to be a long-term substitute teacher and finally that the teacher shall only be permitted to participate in the fringe benefit program in Article XX, Paragraph J if the teacher intends to maintain participation on an individual direct payment basis when the teacher ceases to be a long-term substitute teacher. The teacher will be required to sign a statement to that intent upon requesting participation. It is understood that this intent is not necessary for teachers addressed in the following paragraph (2,/a,b/).
2. When, at the time of assignment to a specific teaching position, it is known and understood that the substitute teacher will continuously remain in the same assignment for an uninterrupted period of one trimester or longer, then and in such event, such substitute teacher shall:
- (a) Be eligible, upon commencement of service in the assignment, for the salary and sick leave benefits to which a long-term substitute teacher is entitled; and
 - (b) Be eligible, as of the first of the calendar month following the calendar month of commencement of service in the assignment, for the insurance benefits to which a long-term substitute teacher is entitled.
- G. Notwithstanding any other provisions of this Article, of this Agreement, or of any individual contract (if any) with any substitute teacher (whether temporary or long-term):
1. Nothing shall require the Board to provide for any long-term substitute teacher any insurance or other fringe benefits which are not available through existing programs and/or policies covering regular teachers; and nothing shall require the Board to provide for any long-term substitute teacher any benefits prior to the time such benefits become available after the long-term substitute teacher becomes eligible and makes proper application therefore; and
2. Nothing shall prevent the Board from terminating, laying-off or reassigning any substitute teacher (whether temporary or long-term) at any time; and

3. Nothing shall require the Board to select any substitute teacher (whether temporary or long-term) in preference to any other substitute teacher on the basis of length of service or otherwise. (Substitute teachers shall not gain seniority as substitute teachers.) Long-term substitute teachers shall, however, accrue seniority pursuant to Article XIV, B, (3)-Seniority.

ARTICLE XIV

Layoff and Recall

A. In the event the Board determines that bargaining unit positions are to be reduced or eliminated and the employment of teachers in the bargaining unit will be accordingly reduced, the following layoff procedure shall be followed:

1. The Board shall consider a teacher's request for voluntary layoff at the time of any layoff. If the teacher's request is approved by the Board, the teacher electing voluntary layoff will be laid off first. Teachers on voluntary layoff shall be treated as if on involuntary layoff.
2. Probationary teachers shall be laid off first, provided the probationary teacher's position has been eliminated or there is a tenured teacher available who is certified and qualified to assume all of the duties of the position to which the probationary teacher would otherwise have been assigned.

For the purposes of this provision "available" means:

1. A more senior tenured teacher who would otherwise be laid off is certified and qualified to assume all of the duties of the position to which the probationary or least senior tenured teacher would have been assigned.
2. A more senior tenured teacher, whose reassignment to the position would open the position to which he/she would have otherwise been assigned for the retention of a more senior tenured teacher who would otherwise be laid off, provided the teachers involved are certified and qualified to assume all of the duties of the respective positions.
3. Should further reduction of teaching personnel be necessary, then tenured teachers shall be laid off in reverse order of seniority provided the teacher's position has been eliminated or there is a more senior tenured teacher available, who is certified and qualified to perform all of the duties of the position to which the least senior teacher would otherwise have been assigned.

For the purposes of this provision "available" means:

1. A more senior tenured teacher who would otherwise be laid off is certified and qualified to assume all of the duties of the position to which the probationary or least senior tenured teacher would have been assigned.
2. A more senior tenured teacher, whose reassignment to the position would open the position to which he/she would have otherwise been assigned for the retention of a more senior tenured teacher who would otherwise be laid off, provided the teachers involved are certified and qualified to assume all of the duties of the respective positions.
4. In determining which teacher to retain in a position when two (2) or more teachers are certified and qualified for retention in the same position and have equal seniority as defined above, the teacher who has no other available assignment will be retained in the position. If there are two or more such teachers who have no other available position for retention, the teacher determined

to be the best qualified for the position will be retained. In making the decision of best qualified, the Superintendent or his/her designee shall consider the recency, extent and nature of the teachers' credentials, academic preparation, training, teaching experience and other relevant factors.

B. As used in this Article, the following terms shall have the following meanings:

1. "Certified" is defined as possessing valid certification from the Michigan Department of Education to teach the designated subjects and grade levels of the position and shall include any other license or other credential required by federal or state law or regulation for employment in the designated position.
2. "Qualified" is defined as possessing a major or minor appropriate to the teaching assignment, as well as a sufficient number of credit hours in that academic area to meet accrediting agency standards as defined by No Child Left Behind negotiations.
3. "Seniority" shall mean the length of uninterrupted service as a teacher (including long-term substitutes) with the District since last date of hire or assignment into the bargaining unit pursuant to:
 - (a) Official Board action, or
 - (b) First day of bargaining unit work, whichever occurs first.

Approved leaves found in Article XV (Leaves of Absence), Section D, and absences due to layoff shall neither be considered as a break in service nor counted toward continuous service time. All other leaves other than Section D, in Article XV (Leaves of Absence) shall count towards continuous service time.

Seniority shall accrue in one-tenth (0.1) increments up to a maximum of one (1) full year of seniority per school year. At the end of each school year there will be a determination of how much cumulative seniority each teacher has accrued.

Seniority increments shall be determined by dividing the individual teacher's number of experience credit days as defined below by the number of contracted work days in the District as determined by the Master Agreement. Experience credit days shall include the individual teacher's actual work days-plus all days of absences found in Article XV, except Section D plus all work days on layoff. The seniority increment quotient shall be rounded to the nearest tenth (0.1) increment.

This information shall be provided to each teacher on his/her annual Individual Contract Supplemental Sheet and a list of all teachers' seniority shall be provided to the Association on or about October 15 of each year. The seniority list shall include a ranking of teachers by seniority and shall also include the date of hire for each teacher.

A thirty (30) day time period from receipt of the updated seniority list by the GHEA will be allowed for possible corrections of the updated list to be submitted by the GHEA to the Superintendent. After sixty (60) calendar days from receipt of the updated seniority list by the GHEA, the contents of the updated seniority list are nongrievable by a teacher or the GHEA.

In the event that the District employment relationship of a bargaining unit member is or was terminated and said bargaining unit member is subsequently hired back into the

bargaining unit, or, in the event that a bargaining unit member is or was transferred to a position outside the bargaining unit and is subsequently transferred back to a position in the bargaining unit, then the teacher has seniority equal to the longest length of uninterrupted service as a teacher in the District (including long-term substitute teaching) which shall be frozen until the seniority determined from the last date of hire or assignment into the bargaining unit becomes greater.

Only long-term substitute teachers who immediately following their latest substitute teaching assignment receive a contract position, are provided seniority to the date of their latest substitute teaching assignment.

C. All teachers to be laid off shall be given written notice no later than June 30, except that a minimum sixty (60) day notice shall be given in case of unanticipated (not certain) financial reversals which do not include millage vote failure. Any teacher notified of lay-off who accepts a recall assignment may be returned to lay-off due to any corrections or changes of assignments required under the procedures of the Agreement.

D. It is the teacher's responsibility to file such certificates, endorsements or approvals with the School District. The teacher shall provide written notice to the School District of any change to his/her certificates, endorsements or approvals after the original filing of same with the School District. This shall include notice of any additional endorsements, certificates, renewals, approvals, as well as expirations, revocations, and any limitations thereon. The teacher shall further notify the School District in writing in the event that he/she petitions the State Board of Education for nullification or limitation of his/her certificate in any respect.

In the event of a lay-off, a teacher who would otherwise be laid-off may provide notice of course work in progress which when completed will result in his/her obtaining expanded certification, endorsement(s), approval(s), and/or qualification(s) which would make him/her eligible for retention in an available position. Such notification must be on file with the Assistant Superintendent of Human Services no later than ten (10) calendar days following receipt of his/her notice of lay-off. Upon verification of the course work in progress, and that the completion thereof will result in obtaining the expanded certification, endorsement(s), approval(s), and/or qualification(s) necessary, the teacher shall be provisionally assigned subject to verification of the completion of the course work necessary for the issuance of the applicable credentials. Such verification must be filed with the Assistant Superintendent of Human Services no later than thirty (30) calendar days prior to the first day of work scheduled for the position. Failure to provide such verification by the deadline shall result in the teacher being returned to lay-off status.

E. Teachers who are laid off and receive unemployment compensation during the summer, and are then called back to work at the beginning of the next school year shall have their salary adjusted so that the teacher's unemployment benefits plus his or her annual salary rate will be equal to the rate of salary he/she would have earned for the school year had he/she not been laid off.

F. The Board shall distribute the impact of any such required staff reduction as equitably as possible among the employees of this and other bargaining units in the District.

G. A recall list shall be maintained by the Board. Any probationary teacher who is laid off for a period of three (3) years or more shall automatically lose all recall rights under this contract.

H. Tenure teachers shall be recalled from layoff in order of seniority to the next available vacancy for which they are certified and qualified according to the criteria set forth hereinabove. Tenure teachers on layoff who earn a new area of certification or expand their qualifications subsequent to their layoff shall

be eligible for recall to a vacancy for which the new certification or expanded qualifications are applicable when a vacancy becomes available for recall, provided the teacher is certified and qualified for the vacancy according to the criteria set forth hereinabove.

- I. A teacher being recalled shall be so notified by certified or registered mail, sent to the teacher's last known address, and shall have twenty (20) days from the date of mailing within which to indicate, in writing, the teacher's intent to return to work. Any teacher who is so notified of recall and who fails to timely indicate intent to return to work or who fails to return to work, shall lose all recall rights;
- J. It is understood that a teacher who has been laid off from a position can reject an assignment to a reduced position without loss of recall rights.
- K. Reduction of a position by the Board from full-time to part-time or to a lesser part-time status shall be considered a partial layoff. Remaining in the reduced position shall not affect the teacher's right of recall to a vacancy of the same status as the one which was reduced. Any reduction in the Board paid teacher benefits as provided in Article XX, Section J caused by a reduction from full-time to part time status shall be equally shared by the Board and teacher. (Example: Teacher becomes 4/5 employed, the Board pays 90% and the teacher 10%.)
- L. In the event of a lay-off and to effectuate the retention and/or recall of a certified and qualified teacher, part-time positions shall be combined, if feasible, to create a full-time vacancy for retention or recall of a more senior full-time teacher who would otherwise be laid off, provided the classes of the full-time position can be taught at the scheduled times in the building. At the secondary level, an additional section(s) which is not a part of any other position and which could return a part-time teacher to or increase a part-time teacher toward full-time status, will be added to the part-time position of the most senior part-time teacher to increase the position to or toward full-time status, provided the teacher is certified and qualified to teach the section(s) and the section(s) can be taught at the scheduled time in the building.
- M. Provided the teachers retained in the positions during lay-off are certified and qualified, the teachers assigned to the part-time positions shall be less senior than those assigned to full-time positions.
- N. In the course of determining assignments by lay-off and/or recall of teachers, if a part-time position for retention or recall of a teacher has been offered to and rejected by a teacher, whose position has been reduced or eliminated, and the part-time position rejected is afterward increased in time prior to the beginning of the ensuing teacher work year, the increased part-time position shall be re-offered to any more senior certified and qualified teachers who rejected the initial part-time position, unless the teachers have expressed no interest in any part-time positions available.
- O. In recalling teachers from layoff, no teacher will be terminated, lose recall rights, or seniority, if the teacher is, at the time of recall, under contract as a full-time teacher with another Michigan school district and cannot resign without forfeiture of tenure acquired with the school district.
- P. In determining which teacher to retain in a position when two (2) or more teachers are certified and qualified for recall to the same position and have equal seniority as defined above, the teacher who has no other available assignment for recall will be recalled to the position. If there are two or more such teachers who have no other available position for recall, the teacher determined to be the best qualified for the position will be recalled. In making the decision of best qualified, the Superintendent or his/her designee shall consider the recency, extent and nature of the teachers' credentials, academic preparation, training, teaching experience and other relevant factors.

- Q. During a period of layoff, teachers shall not be entitled to insurance or other fringe benefits at District expense. Upon the approval of and subject to the limitations established by the respective insurance carrier(s), insurance benefits may be continued, at the teacher's expense, by prompt advance payment of the premiums therefore at the office of the Assistant Superintendent of Human Services.
- R. The individual contracts executed between each teacher and the Board are subject to the terms and conditions of this Article. It is understood and intended that the provisions of this Article take precedence over and govern the individual contracts and that the individual contracts are expressly conditioned upon the provisions of this Article.
- S. In the event a necessary reduction in personnel should occur, the Office of the Superintendent shall offer the teacher laid off any reasonable assistance in securing employment in another school district.
- T. Long term substitute positions shall be offered and granted to those teachers on layoff with the most seniority, who apply within the notification period specified, provided such teacher is certified and qualified for the position. Acceptance or rejection of long term substitute positions shall not affect a teachers recall rights to any other position.
- U. Upon recall, a teacher who has been employed with another Michigan public school district(s) during his/her period of layoff will be given experience credit according to the criteria of Article XX C. for the year(s) of teaching experience acquired in that school district(s) for advancement on the salary schedule, not to exceed a total credit of three (3) years of teaching experience outside the district, including those years of prior teaching experience granted to him/her upon hire into the District.

ARTICLE XV

Leaves of Absence

A. Sick Leave

All full-time teachers regularly employed by the Board shall be allowed a total of fifteen (15) sick leave days at the beginning of the school year, subject, however, to the following:

1. For teachers previously employed by the Board of Education, sick leave shall accrue at the rate of one and one-half (1-1/2) days on the first days of each month on a ten (10) month basis. For newly employed teachers, the fifteen (15) days hereinbefore mentioned shall accrue at the rate hereinbefore specified but the teacher shall not be eligible to receive any sick leave until after the first day of classroom teaching.
 - (a) If an employee terminates his/her service before the end of the contract term, a deduction will be made at the time that service terminates for all sick leave used in excess of sick leave earned.
 - (b) At the beginning of each school year the administration will provide each teacher a statement specifying the amount of accumulated sick leave.

- (c) Sick leave will be allowed to accumulate to 200 days. As to those teachers who have prior to the 1974-75 school year accumulated more than 185 days, that accumulation will be honored by the Board of Education; but as of the 1980-81 school year, no teacher shall be allowed to accumulate more than 200 sick leave days, nor shall any teacher who has accumulated in excess of 200 sick leave days be allowed to accumulate sick leave beyond those number of days which have been accumulated as of the close of the 1973-74 school year.
- (d) Sick leave may be used for the following:
- (1) Illness, injury, disability or unavoidable quarantine of the teacher. Routine health examinations, dental appointments, or surgical procedures which might appropriately be scheduled during vacation period shall not be covered.
 - (2) Serious illness or injury or death in the immediate family. Immediate family is defined as parent, brother, sister, husband, wife, son, daughter, or person with whom one has had an association equivalent to family ties. Serious illness or injury in the immediate family in order to qualify, presupposes surgical operations or a doctor's attendance. Use of sick leave for serious illness or injury or death in the immediate family shall not exceed a maximum total of five (5) days per year for each death or serious illness.
 - (3) Teachers disabled for an extended period of time are required to forward to the Superintendent, upon the request of the Superintendent, medical statements of continuing disability. In the event that a disability is anticipated, such as would result from a surgical operation that can be scheduled or from a pregnancy related disability, the teacher shall notify the Superintendent in writing as soon as the date of anticipated disability is known with a related medical statement accompanying said written notification and, if possible, the anticipated duration of disability.
- It is expressly understood that a teacher on an unpaid leave of absence shall not be entitled to elect the use of accumulated paid sick leave days for any period of the unpaid leave of absence if and when the teacher incurs an illness, injury or other disability during the unpaid leave of absence. If the illness, injury or other disability continues past the end of the unpaid leave of absence, the teacher shall become immediately eligible for paid sick leave to the extent of his/her accumulation.
- (e) In order to be eligible for payment under the provisions of sick leave, teachers shall be required to notify the building principal in the event of absence due to personal illness, or injury, or serious illness, or injury in the immediate family, not later than seven (7) o'clock a.m., or as soon as possible, on the day or expectant day of absence so that a substitute may be obtained. In order to be eligible for payment for the date of absence without notification to the principal at the time hereinabove specified, it will be necessary for the teacher to file with the building principal a written statement concerning reasons for failure to notify. Based upon these reasons, the principal shall have the discretion to waive notification. Notification for leave for funeral or death in the immediate family is expected as soon as practicable to the Superintendent or the building principal.
- (f) The Board of Education and the administration reserve the right to reasonably demand a physical examination by a doctor of the Board's choosing and at the Board of Education's expense.

(g) Effective with the 1990-91 school year, teachers who do not use any (0) of their sick leave days (excluding personal leave days) as defined in section (d) during a particular school year, maintaining perfect attendance, shall be eligible for a one time payment per year of one hundred fifty dollars (\$150.00) to be included in the last paycheck issued in June.

2. Members of the Grand Haven Education Association may wish to voluntarily donate sick leave to a Sick Leave Bank. Teachers who donate a day(s) into the Sick Leave Bank who are not absent any other days for illness will still be eligible for the attendance incentive found in Article XV A.g.

A teacher donating sick days must do so voluntarily and be an employee for a minimum of three (3) years.

A teacher may donate up to three (3) days per school year.

At the time of retirement, those teachers achieving 200 days or more shall be allowed to donate five days without jeopardizing their reimbursement of thirty dollars (\$30) for every day accumulated over 200.

To request a donation of sick days from the sick bank a teacher must follow these guidelines:

- If a teacher has exhausted their sick time while on FMLA or medical leave, they are eligible to receive donated sick days. Such request must be made in writing (email is appropriate) to the Assistant Superintendent of Human Services. Final disposition will be made by the GHEA President and the Assistant Superintendent of Human Services. Teachers utilizing the sick bank must have evidence of donating minimally one day annually. This requirement is waived for teachers in their first three (3) years of service.
- A teacher may not receive donated sick days for the purpose of extending maternity/paternity leave beyond the approved six-week for general delivery and eight week for caesarean delivery. In the event of medical, verifiable complications, causing an extension beyond the six-week (normal birth) or eight week (Caesarean), a teacher may receive additional days as approved by the GHEA President and the Assistant Superintendent of Human Services.
- A teacher requesting donated sick days may receive a maximum of thirty (30) days for any specific medical purpose. Additional days may be approved by the GHEA President and Assistant Superintendent of Human Services if medically verifiable.

B. Personal Leave Days

Up to two (2) days per year of the foregoing sick leave may be used without review. An additional personal leave day is available for use only on designated records days. To be eligible for personal leave, the teacher must sign a "Use of Personal Leave" form and file the same with the building principal at least forty-eight (48) hours before taking such leave. Such filing may be waived in cases of emergency; however, the teacher must contact the building principal or his/her designee and shall sign such form upon return. Such personal leave days may not be taken on days preceding or succeeding a scheduled recess or holiday without specific prior approval from the appropriate administrator. These

days may be denied by the administration, if a qualified and certified substitute is not available. The third personal day designated for records days does not convert into an accumulated sick day if not used.

C. Other Leaves of Absence with Pay not Chargeable to Sick Leave

In order to be eligible for the following leaves of absence with pay not chargeable to sick leave, the teacher must give written notice to the Superintendent or Assistant Superintendent in charge of Instruction at least seven (7) days prior to taking such leave, except where waived in writing because of emergency or except as hereinafter specified and, upon said notice, the teacher may qualify as hereinafter stated:

1. Professional Leave

Upon approval of the Superintendent or Assistant Superintendent in charge of Instruction, teachers will be granted leave of absence to attend educational conferences, workshops and visitations pertinent to the improvement of the school curriculum. Necessary expenses for such meetings will be paid by the Board of Education upon submission of the proper vouchers.

2. Jury Duty

Any teacher summoned to jury duty shall be paid for the loss of salary incurred for each working day of absence by an amount equal to the difference between the jury pay and the teacher's regular salary not to exceed forty (40) days per school year.

3. Short Term Military Service Leave

A teacher called to active emergency duty by reason of military status will be paid in an amount equal to the difference between his/her military and teacher's pay not to exceed (60) days.

4. Appearance as a Witness

Appearance as a witness in a school-connected matter when subpoenaed by the court, except where the Association or any of its affiliates or parent bodies are the plaintiff or defendant, will be paid the full salary for each working day of absence, unless the teacher is a defendant in any criminal proceeding.

- (a) In the event a teacher is a defendant in a criminal matter and the Board of Education determines that the teacher has acted within the scope of Board policy, and the teacher is adjudged innocent of any criminal activity arising out of the incident, the Board will reimburse the teacher for any salary lost as a result of time spent defending such case when actually in court.

5. Association Leave

The Association shall be granted a total of twenty-five (25) school days per year for its authorized representatives to participate in business activities of the Association, provided written notification of the leave is furnished to the building principal not less than twenty-four (24) hours prior to the expected date of leave. The above days shall be granted with the Association sending a check for the substitute rate of pay for each substitute for each day along with the written notification of the leave; provided, that the District shall return said amount for each substitute not secured.

D. Leaves of Absence without Pay

1. The Board reserves the right to grant other short term leaves in its discretion with or without pay upon written application by the teacher involved.
2. Child Care Leave
 - (a) Child care leave without pay is available to teachers. The length of the leave shall not exceed one (1) year, renewable in the discretion of the Board if requested by the teacher in writing at least three (3) months prior to the expiration of the leave.
 - (b) In order to provide for continuity within the classroom between pupil and teacher, the teacher shall notify the Superintendent's Office in writing at least three (3) months prior to the requested beginning date of the leave so that necessary arrangements can be made to procure the teacher's replacement. Said notification shall request a beginning and ending date of the leave to be agreed upon by the teacher and the administration. In cases of emergency, the three (3) month notification period prescribed herein may be waived by the Superintendent.
 - (c) The agreed-upon date and request shall be referred to the Board of Education for approval. It is understood that each request for child care leave will be considered on an individual basis.
 - (d) The teacher shall notify the Board in writing of his/her intent to return, not later than the midpoint of the duration of the leave, which shall be determined when the leave is granted by the Board. Re-employment will commence upon the date set when the leave (or any renewal thereof) was granted. It is understood that the foregoing shall not supersede provisions for layoff or other provisions of law or this contract.
 - (e) A teacher may make written application to the Superintendent for reinstatement prior to expiration of the leave granted by the Board. However, the Board reserves the right in its sole discretion to approve accelerated termination of child care leaves on the basis of each individual case.
 - (f) Failure to return from a child care leave on the date specified in said leave shall be deemed a resignation unless mutually agreed upon by the Board and the teacher prior to said date.
 - (g) Child care leave will be granted without pay and without experience credit and without sick leave accumulation. Upon return from child care leave, the teacher shall be restored to the same position on the salary schedule as when the teacher left and be entitled to other accrued benefits prior to said leave. The teacher shall be returned to a position for which the teacher is certified and qualified.
3. General Leave
 - (a) Any teacher desiring a leave of absence without pay, for any reason not hereinabove specifically provided, may make written application for such leave to the Superintendent sixty (60) calendar days, or as soon as possible, prior to the date on which the leave is to start. Such applications shall state the reasons for which and the period during which such leave is sought. The granting or denial of any such requested leave shall be discretionary with the Board. No such leave shall initially be for longer than one (1)

calendar year, but such leaves may, in the decision of the Board, be extended at the teacher's request for one additional period not to exceed one (1) year.

- (b) Board approval of any such leave, if granted, shall be in writing and shall specify the period of the approved leave and the purpose for which it may be used.
- (c) All such leaves shall be without pay or other compensation, shall be without experience credit, and shall be without accrual or accumulation of benefits (e.g., sick leave, seniority, etc.).

Re-employment after expiration of any such leave shall be to a position for which the teacher is certified and qualified; however, that a teacher on any such leave of absence shall be subject to layoff to the same extent as if he or she were not on such leave of absence.

As a condition precedent to re-employment after expiration of any such leave, the teacher shall be able to assume a teaching assignment in the School District and shall notify the Board in writing, of his/her intent to return not later than the midpoint of the duration of the leave.

4. Unpaid Sick Leave

Any teacher who has exhausted all of his/her accumulated paid sick leave shall be placed on unpaid sick leave for the duration of his/her illness, injury or other disability. The Board may terminate the employment relationship of the teacher after a paid and/or unpaid sick leave that has a duration greater than three (3) continuous calendar years.

The Board shall not terminate any teacher if said termination would result in the termination of the teacher's long-term disability benefits.

5. Educational Leave

A leave of absence for a school year may be granted upon application by any bargaining unit member for the purpose of continuing their formal education. Such application must be made by May 1 preceding the year of the anticipated leave. The teacher shall notify the Board in writing of his/her intent to return, not later than the midpoint of the duration of the leave. The teacher shall be returned to a position for which the teacher is certified and qualified. Any teacher on such leave shall be allowed increment credit on the salary schedule and such time shall count toward in-district seniority.

E. Sabbatical Leave

The Board of Education may in its discretion grant a sabbatical leave not to exceed two (2%) percent of the teaching staff at any one time, upon written application by the teacher submitted to the Superintendent of Schools no later than May 1 of the school year preceding the school year for which the leave is requested. The leave of absence shall be subject to Section 1235 of the School Code of 1955 as amended. During the course of said sabbatical leave, the teacher may be paid his/her full annual salary and related benefits or the difference between such compensation and any funds granted to the teacher by private, academic or governmental agencies for educational purposes. The Board of Education shall specify the beginning and ending date of the sabbatical leave. Any teacher on sabbatical leave shall be allowed increment credit on the salary schedule.

ARTICLE XVI
Grievance Procedure

- A. A grievance shall be defined as a claim by a teacher or the Association that there has been a violation, misinterpretation or misapplication of any provision of this Agreement.
- B. If an individual teacher has a personal complaint which he/she desires to discuss with a supervisor, he/she is free to do so without recourse to the grievance procedure. However, no grievance shall be adjusted without prior notification to the Association and opportunity for an Association representative to be present, nor shall any adjustment of a grievance be inconsistent with the terms of this Agreement. In the administration of the grievance procedure, the interests of the teachers shall be the sole responsibility of the Association.
- C. The grievance procedure shall not apply to the:
1. Termination of services of or failure to re-employ any probationary teacher.
- D. The failure to re-employ any teacher to a position on extra curricular schedule shall be subject to the grievance procedure up to the superintendent level. The decision of the superintendent shall be final.
- E. To be processed hereunder, a grievance must be in writing, on a form provided for that purpose, and must conform to the following terms and conditions.
1. All written grievances shall contain the following:
 - (a) The grievance shall be signed by the grievant or grievants and, in the case of the Association grievances, by the President of the Association and/or the Chairperson of the PR & R Committee.
 - (b) The grievance shall be specific.
 - (c) The grievance shall contain a synopsis of the facts giving rise to the alleged violation.
 - (d) The grievance shall specify the section or subsections of this Agreement alleged to have been violated.
 - (e) The grievance shall contain the date of the alleged violation.
 - (f) The grievance shall specify the relief requested.
- F. A teacher or the Association having a grievance and desiring to invoke the formal grievance procedure shall do so as follows:

Step One. The written grievance must be submitted to the building principal or other appropriate supervisor within thirty (30) calendar days after the alleged grievance occurs. Provided, however, that any grievance that could not have been reasonably detected by the grievant at the time of its occurrence may be submitted within thirty (30) calendar days after the same could have been reasonably detected. Within seven (7) calendar days after receipt of the written grievance the building principal or other appropriate supervisor shall meet with the Association's PR & R Committee in an effort to resolve the grievance. The principal or other appropriate supervisor shall indicate his/her disposition of the

grievance in writing within seven (7) calendar days of such meeting and shall furnish a copy thereof to the Association and the grievant.

If the grievance involves more than one building or is an Association grievance, the grievance may be filed with the Superintendent. In such event, the Superintendent may either process the grievance as prescribed in Step Two or refer the grievance to another appropriate administrator for processing at Step One.

Step Two. If the Association is not satisfied with the written disposition of the grievance at Step One, or if no such disposition has been made within seven (7) calendar days of such meeting (or fourteen (14) calendar days from the date of filing, whichever shall be later), then the grievance shall be submitted to the Superintendent by the PR & R Committee within seven (7) calendar days after receipt of or failure to receive such Step One disposition. Within seven (7) calendar days following such submission, the Superintendent or his/her designee shall meet with the Association's PR & R Committee on the grievance and shall indicate his/her disposition of the grievance in writing within seven (7) calendar days of such meeting, and shall furnish a copy thereof to the Association and the grievant.

Step Three. The Association may appeal the Superintendent's written Step Two decision to the Board within seven (7) calendar days of its receipt (or fourteen [14] calendar days from the date of submission to the Superintendent if the Superintendent fails to answer at Step Two). The Board shall hold a hearing to consider the grievance no later than its next regular meeting or two (2) calendar weeks, whichever shall be later. The grievant may appear with or without representation. Within fourteen (14) calendar days after the hearing, the Board shall render its opinion in writing, transmitting a copy to the grievant and the Association.

Step Four. In the event satisfactory disposition of a grievance is not obtained after pursuing the procedures above provided by this Article, the Association may, within thirty (30) calendar days from the date of the Board's written disposition of the grievance and after written notice to the Board, submit the grievance to the American Arbitration Association for binding arbitration in accordance with and subject to the following provisions:

1. Powers of and limitations upon the arbitrator:
 - (a) The arbitrator shall have no power to add to, subtract from, disregard, alter or modify any of the terms of this Agreement.
 - (b) The arbitrator shall have no power to award new salary scales or to recommend any changes in salary schedules.
 - (c) The arbitrator shall have no power to recommend a change in any practice, policy or rule of the Board, nor to substitute his/her judgment for that of the Board as to the reasonableness of any such practice, policy, rule or any action taken by the Board, except where the same may violate the provisions of this Agreement.
 - (d) The arbitrator shall have no power to interpret state or federal law in his/her recommendations.
 - (e) The arbitrator shall not hear any grievance previously barred from the scope of the grievance procedure in a prior arbitration proceeding.

- (f) Where no loss of compensation has been caused by the action of the Board complained of, the arbitrator shall not recommend that the Board be obligated to make monetary adjustments.
 - (g) Arbitration awards will not be made retroactive beyond the date of the occurrence or non-occurrence of the event upon which the grievance is based. In no event, however, shall the award recommend settlement earlier than the commencement of the school year in which the grievance is filed.
 - (h) All grievances submitted for arbitration pursuant to this Article shall be submitted to the American Arbitration Association and shall be subject to the rules and regulations of the American Arbitration Association in relation to the selection of an arbitrator and otherwise.
 - (i) The costs for the services of the arbitrator, including expenses, and any other charges of the American Arbitration Association, shall be borne equally by the Board and the Association, except that any party ordering a transcript of any arbitration proceeding shall bear the entire cost of such transcript.
 - (j) By mutual agreement the grievance can be submitted to a process of expedited arbitration as defined by the American Arbitration Association rules.
 - (k) By mutual agreement an arbitrator can issue a decision, verbally or written immediately following conclusion of the hearing.
- G. The time limits prescribed in this Article shall be strictly observed but may be extended by written agreement of the parties.
- H. All documents, communications and records dealing with a grievance shall be filed separately from the personnel files of the participants.
- I. It shall be the general practice of all parties to process grievance procedures during times which do not interfere with assigned duties; provided, however, in the event it is mutually agreed by the aggrieved person, the Association and the Board to hold proceedings during regular working hours, a teacher participating in any level of the grievance procedure with any representative of the Board, including arbitration on his/her own behalf or on behalf of the Association, shall be released from assigned duties without loss of salary.
- J. By mutual agreement, in writing, the Board and the Association may bypass one or more steps of the grievance procedure.

ARTICLE XVII

Curriculum Structures

- A. The Board and the Association, recognizing the need for coordinated efforts to develop appropriate learner expectations for each grade level, and to align curricula with district vision, mission and organizational goals to achieve summary accreditation by or before the year 2000, and to provide all students with the opportunity to graduate with High School Proficiency Test diploma endorsements in communication, science, social studies and math, hereby establish a district Curriculum Council (CC).

- B. The purpose of the CC is to coordinate the efforts of Content Area Teams representing curriculum areas of communication arts, math, social studies, science, fine arts, and applied arts. The CC shall include all members of the Design Teams, one board member, as well as representative administrators, parents, and students.
- C. The purpose of the Design Team is to lead each of the Content Area Teams in a representative fashion.
- D. K-12 Content Area Teams will represent communication arts, science, social studies, math, fine arts, and applied arts. The purpose of the K-12 Content Area Teams is to lead the district in each of the specific curriculum areas by incorporating the elements of best knowledge surrounding each discipline.

Each unit may be represented on each of the six Content Area Teams by one member of the teaching staff. These members shall be selected by the teachers at each site by the Association's procedures. Members shall serve for a three-year term.

- E. District Curriculum Task Teams of interested teaching staff shall be led by members of the K-12 Content Area Teams and shall meet on an as needed basis to represent grade levels on curricular issues. These groups will focus on grade level groupings, K-2, 2-5, 5-8, and 8-12.
- F. The parties agree that the CC K-12 Content Area Teams and Curriculum Task Teams serve the Board in an advisory capacity.
- G. Design Team members will be compensated as provided by "Schedule B" .

Participants on Content Area Teams may choose to meet during the school day or receive meeting compensation at the curriculum development rate (1/1250th of BA Base).

Participants on Curriculum Task Teams shall receive compensation for meetings at the curriculum development rate (1/1250th of BA Base) for work outside of the school day.

ARTICLE XVIII

Individual Contracts

- A. All individual contracts between the Board and an individual teacher heretofore executed shall be subject to and consistent with the terms and conditions of this Agreement, and any individual contract hereafter executed shall be expressly made subject to and consistent with terms of this or subsequent agreements to be executed by the parties. If an individual contract contains any language inconsistent with this Agreement, this Agreement during its duration shall be controlling.
- B. All individual contracts will:
 1. State the beginning and ending dates of the contract.
 2. Indicate the amount of salary to be paid.
 3. Indicate whether the teacher is a probationary or tenure teacher; or is in a non-tenure position.
 4. Offer option of twenty (20) or twenty-six (26) salary payments.
 5. The individual teacher's contracted salary shall be based upon the number of required days of service as determined by the negotiated calendar, and any deductions shall be computed by dividing the total salary by the number of service days.

- C. A teacher shall hold a Michigan Teacher's Certificate valid for his/her work assignment. Failure to have or keep such certificate shall invalidate the contract of any teacher.
- D. A supplemental sheet including the necessary supporting data for the individual contract will be furnished to each teacher who is not a new hire.
- E. It is understood that in emergencies, it may be necessary for the Board of Education to employ teachers not fully certified.
- F. It is agreed between the Board and the Association that psychologist and social work positions are non-tenure under the Michigan Tenure Act.
- G. The Board may offer an extended schedule of days at its discretion to psychologists and social workers.
- H. Beginning with the 07/08 school year, individual contracts will be distributed to new hires only. Individual salary data sheets will be distributed to all other teachers.

ARTICLE XIX

Workers Compensation

Any teacher who is absent as a result of an injury or disease compensated through the Worker's Disability Compensation Act of 1969, as amended, shall receive a supplement from the Board of Education for a period not to exceed six (6) months without deduction from sick leave in order that the teacher's net take home pay will remain the same.

Beyond the six (6) month period, such payments by the Board of Education shall be charged against sick leave on a pro rata basis computed on the relationships of the differential pay to his/her regular net weekly pay until sick leave is exhausted.

ARTICLE XX

Professional Compensation

A. Salary Schedule

The basic salaries of teachers covered by this Agreement are stated in "Schedule A" which is attached to and incorporated in this Agreement. This schedule includes the additional compensation.

As of June 11, 2010, Schedule B payments will be based on "Schedule A". All other severance and cash in lieu of payments will be determined on the "basic salary schedule" ("Schedule A" minus 3.9%) for those retiring on or before January 1, 2011. Those retiring subsequent to January 1, 2011, will have their severance and cash in lieu of payments determined on "Schedule A".

B. Advancement on Schedule

1. Teachers whose contracts begin after the opening of school or who are granted leaves of absence, or do not complete the year, will be granted credit for advancement on the salary schedule in one-tenth (0.1) increments. Said increments shall be determined by dividing the individual teacher's experience credit days, as defined below, by the number of contracted work days in the district as determined by the Master Agreement. The increment quotient shall always be rounded to the nearest tenth (0.1) increment. Experience credit days shall include the teacher's

actual work days plus all days of absence found in Article XV except those listed in Section D of Article XV. Teaching credit earned prior to 9-1-78 will not be affected.

2. Evaluation of applications for advancement on schedule due to college or university courses or equivalency credits:
 - (a) Guidelines for College or University Courses:
 - (1) Teachers completing the necessary number of eligible semester hours for advancement to the next higher schedule may make application for such consideration when official grades, transcripts, etc. have been received. It is required that the Application for Advanced Schedule Credit form be completed and submitted to the office of the Assistant Superintendent of Human Services within ten (10) days of the teacher receiving the grades, transcripts, etc. Advancement on the salary schedule will take effect immediately and be retroactive to the date the course was completed. Failure to submit application form and grades/transcripts within ten (10) days of receipt will result in advancement on salary schedule being effective on date of application rather than the date the course was completed.
 - (2) AB + 18 and MA + 15:
 - (i) Only those courses taken after full provisional certification are applicable for advanced schedule credit.
 - (ii) With respect to the AB +18, graduate credit courses may be counted if they have been approved by the college or university in which the teacher is enrolled.
 - (iii) Undergraduate credit courses must have the written approval of the Superintendent before enrollment. Such requests will generally be allowed only when the undergraduate course is directly related to the person's teaching assignment or planned future assignment. To secure this approval, a written application must be filed in triplicate on the appropriate form available in your school office. Such application must be sent to the office of the Superintendent clearly marked "Advancement on Schedule".
 - (3) MA + 30:
 - (i) All hours beyond the MA + 15 must be on the graduate level and should be related to one's own area of teaching assignment in or preparation for a specific future assignment in the District.

Any course not included in a degree program (i.e., second master's program) must be approved by the Superintendent. In order to secure approval, a written application must be submitted as in paragraph 2(a)(2)(iii).

- (4) With respect to the AB + 18, and the MA + 15 and the MA+ 30 salary schedules, only such courses as are completed after receipt of the underlying degree may be considered in determining eligibility for advancement. (For example, only courses completed after receipt of the MA degree may be considered in determining eligibility for the MA + 15 schedule).
- (b) Guidelines for Equivalency Credits:
- (1) Equivalency Credit for advanced schedule placement shall be given after full provisional certification.
 - (2) Persons seeking Equivalency Credit in lieu of college courses must complete the following:
 - (i) Obtain prior written approval from the Superintendent for taking an activity for credit. Prior approval is to be interpreted as encouragement for the teacher to take the activity; however, this is not to be misconstrued as automatic approval of equivalency credit being granted. Prior approval applications should be sent to the office of the Superintendent marked "Equivalency Credit."
 - (ii) After taking the activity the teacher must complete the second part of the application form and be sure to attach the statement of validation and send to the Superintendent's office as in paragraph 2 (a) (2) (iii).
 - (3) Equivalency Credit will be computed as follows:
 - (i) Thirty (30) clock hours of activity sponsored by a firm other than a college or university will be equal to one (1) semester hour of credit.
 - (ii) If a person attends a one (1) day session, it must be for a minimum of five (5) clock hours. By attending six (6) such one (1) day sessions, he/she will be entitled to receive one (1) Equivalency Credit.
 - (iii) Three State Board - Continuing Education Credits are equal to one semester hour credit.
 - (4) Equivalency Credit may be applied toward advancement on the salary schedule up to but not exceeding a total of ten (10) Equivalency Credits or three hundred (300) clock hours in approved activities.
 - (5) With respect to the AB + 18, the MA + 15, and the MA + 30 salary schedules, only such Equivalency Credits as are earned after receipt of the underlying degree may be considered in determining eligibility for advancement. (For example, only courses completed after receipt of the MA degree may be considered in determining eligibility for the MA + 15 schedule).

- (6) Teachers employed in the District as of September 1, 1976, who earned Equivalency Credits or were eligible for Equivalency Credits as of September 1, 1976 shall retain or receive such credits according to the provisions of the 1974-76 Master Agreement. After September 1, 1976, however, all Equivalency Credits, whether earned by previously-employed or newly-employed teachers, shall be subject to the provisions of this Agreement.

C. Transfer Credit

Teachers hired into the District shall be granted credit for up to a total of three (3) years for prior teaching experience, military service, or related work experience. Teachers hired prior to September 1, 1978, shall not lose any prior experience granted to them.

Credit for prior teaching experience shall be for service as a fully-certified teacher within the past three (3) years in a recognized accredited school.

Not more than two (2) years credit shall be granted for full-time military service, such service having occurred during the past seven (7) years.

Not more than two (2) years of related work experience credit shall be granted and then only if such experience is definitely related to the teacher's assignment.

The Superintendent may grant more than three (3) years of credit if, in his/her opinion, prior service merits additional credit.

D. Use of Personal Automobiles

A teacher who is required in the course of his/her work to drive a personal automobile from one school building to another shall receive a car allowance equal to the maximum amount allowable by the IRS per mile. This same allowance shall be given to a teacher who uses a personal car for field trips or other approved business of the district.

E. Severance Pay

In recognition of service to the district and its annexed districts, a severance leave payment .5 percent (.5%) of base salary per year of service in the district and its annexed districts will be paid to the teacher or as allowed under IRS rules in the event of death; provided the teacher shall have been employed in the district and/or its annexed districts for at least ten (10) years. Teachers who resign after ten (10) years of district service shall be eligible for .25 percent (.25%) of the base salary per year of service in the district. To the extent permitted by law, the employer shall make the entire payment as an employer contribution directly into the employee's 403(b) account established by the employee from the board approved list of companies as per this agreement. Employees shall not have an option to receive cash. These payments by the district are intended to constitute employer contributions under 403(b) of the Internal Revenue Code (IRC).

- F. Beginning with the 1990-1991 school year, the Board shall pay, upon resignation or retirement, thirty dollars (\$30.00) for each day of sick leave that a teacher would have accumulated beyond the 200 day cap in Article XV A. (C) if the cap was not in place. Such accumulation shall be recorded on the teacher's annual data sheet. To the extent permitted by law, the employer shall make the entire payment as an employer contribution directly into the employee's 403(b) account established by the employee from the Board approved list of companies as per this agreement. Employees shall not have an option to

receive cash. These payments by the district are intended to constitute employer contributions under 403(b) of the Internal Revenue Code (IRC).

G. Pay Option

1. Teachers shall have the option of receiving pay on a twenty (20) or twenty-one (21) pay-period basis, depending upon the year, or upon twenty-six (26) pay-period basis.
2. When a regular payday occurs within four (4) days of the closing of school for a vacation period, said paychecks will be issued on the last school session day prior to the beginning of said vacation.

H. Extra-Duty Assignments

1. Payment for extra-duty assignments outside the normal load will be paid according to the Schedule "B" for such assignments, which is attached to and incorporated in this Agreement.
2. When a teacher's regular assignment extends beyond the normal school year, the additional time shall be compensated at a pro-rata share of the teacher's current basic salary.
3. Teachers shall have the option of receiving their extra-duty pay spread from the beginning of the extra-duty assignment over the remaining pay checks or as two separate checks, the first to occur halfway through the extra-duty assignment and the second at the conclusion of the assignment.

I. Special Teaching Assignments

Special teaching assignments in the district shall be subject to the following provisions:

1. Preference will be given to teachers regularly employed in the district on the basis of qualifications and seniority within the classification of the special teaching assignments to be filled in the district summer school programs, adult education and evening school programs.
2. Contracts for summer school programs shall be offered to teachers at the earliest possible date.
3. All teaching conditions which prevail during the "regular" school year shall also prevail during the summer, adult education and evening school programs.
4. Summer school teachers shall be entitled to two (2) summer school days of sick leave with no deductions from pay. Such sick leave shall not be accumulated from summer to summer, nor added to or deducted from a teacher's regular sick or emergency leave accumulation.
5. Compensation for teaching, under this provision of the contract, shall be paid at the rate of not less than 1/1250 of base pay during the duration of this Agreement.
6. In addition, Driver Education Instructors shall receive a longevity payment of five percent (5%) of the 1/1250 of base pay added to the start of the fifth (5th) year and again at the start of the tenth (10th) year of in-district experience.

J. Insurance Benefits and Limitations

After a teacher has been hired or has reached the position of a long term substitute, a meeting shall be held with the Superintendent or his/her designee where all benefits and applications will be explained.

1. Health Insurance: Effective September 1, 2003, the Board shall provide fully paid Super Care I 2003 Revisions benefits for all full-time teachers and eligible dependents, which includes the wellness health rider. Full-time teachers not electing health insurance would have PAK B benefits. All part-time teachers eligible for insurance would have the same coverage options, however they would not be part of a PAK, but have Non-PAK benefits.

FULL-TIME TEACHERS

PAK A Benefits Include:

MESSA Super Care I 2003 Revisions (Preferred RX \$10.00/\$10.00 co-pay, and \$100/200 deductible) including the Wellness Rider and when appropriate MESSA Limited Medicare Supplement Insurance and Medicare Part B

Negotiated Long Term Disability

70%

90 Calendar Day Modified Fill

\$5,000 Maximum

Alcoholism/Drug Abuse Waiver: Same as any other illness

Mental/Nervous Waiver: 2 year limitation

Offset of Other Income: Family

Own Occupation 2 years

Minimum Pay out: 5%

Pre-Existing Condition Waiver

Freeze on Offsets

Maternity: Standard

Rehabilitation: Standard

Delta Dental

Class I, II, III 80/80/80 \$1,500 Maximum

Class IV 80 \$2,000 Maximum

Internal and External Coordination of Benefits

Negotiated Life: \$50,000 AD & D

Vision: VSP 3 Plus

PAK B Benefits Include:

Cash Benefit, in the amount of the Single Subscriber rate (Super Care I 2003 Revisions), in lieu of health insurance

Negotiated Long Term Disability: Same as Plan A

Delta Dental: Same as Plan A

Negotiated Life: Same as Plan A

Vision: Same as Plan A

PART-TIME TEACHERS

Non-Pak Benefits Include:

Eligible Part-time employees must elect from the following benefits for self and eligible dependents:

MESSA Super Care I 2003 Revisions (Preferred RX \$10.00/\$10.00 co-pay, and \$100/200 deductible) including the Wellness Rider and when appropriate MESSA Limited Medicare Supplement Insurance and Medicare Part B (or) Cash Benefit in lieu of health insurance.

Negotiated Long Term Disability: Same as Plan A

Delta Dental: Same as Plan A

Vision: Same as Plan A

Negotiated Life:

Teachers working .8 would have negotiated life of \$40,000 AD & D

Teachers working .6 would have negotiated life of \$30,000 AD & D

Teachers working .5 would have negotiated life of \$25,000 AD & D

2. Teachers electing cash benefit under K(1) above may elect cash benefit equal to but not exceeding the single subscriber health insurance rate (Super Care I) , pursuant to a Section 125 Cafeteria Plan. Teachers electing the cash benefit may participate in a qualified Tax Deferred Annuity Program. Teachers hired after August 23, 2006 electing cash benefit shall receive a flat annual rate of \$3,000.

This Tax Deferred Annuity option shall terminate immediately if the availability of an annuity option adversely affects the taxability of the Board paid health insurance premiums. If the Board incurs any withholding tax obligations or tax payment liability pursuant to this annuity option, this becomes the responsibility of the teachers. If a court of competent jurisdiction rules that no supplemental retirement benefits may be provided in addition to the retirement benefits provided by the Public School Employees Retirement Act (MCLA 38.201 et. seq.; MSA 15.893(1) (et. seq.)), or if the annuity option is in any other way contrary to or prohibited by law, this Tax Deferred Annuity Option shall terminate. Those employees who elect to participate in a qualified tax deferred annuity program shall participate in the program through a third party administrator as required by Federal law.

Programs on the Board approved annuity programs list as of August 23, 2009 include:

AIG Retirement – VALIC	Massachusetts Mutual Financial Group
American Century Investments	MEA Financial Services
Ameriprise Financial Services, Inc.	Midwest Capital Advisors
AXA Equitable Life Assurance Co.	Plan Member Services Corporation
Fidelity investments	Putnam Retirement Plan Services
First Investors	Trivent Financial for Lutherans
GLP & Associates, Inc.	Waddell & Reed
Horace Mann Life Insurance Co.	
Legend Group	

Programs on the Board approved list will not be removed from said list without the consent of the program participants and assuming the program in question remains legally qualified. Whenever the list is changed, a copy of the new list will be posted in each building.

The Board list of approved annuity programs shall be the same whether the list is for the purposes of Article IV, J, (6) or Article XX, K,1 (h), or Article XX, K, 13 or any other reference to annuity programs in this Agreement.

3. Teachers employed one-half (1/2) time or more shall be entitled to insurance benefits as provided herein in the same ratio as their employment.
4. In the event that an employee absent because of involuntary leave, illness or injury has exhausted sick leave accrual, the above-mentioned fringe benefits shall continue during the waiting period for long-term disability coverage.
5. If a teacher's employment is terminated for reasons other than illness prior to June, the teacher's insurance subsidy shall terminate on the first of the month following the date of the teacher's last employment; provided, however, that any teacher who has completed the full school year shall have insurance benefits continued through the month of August or until commencement of the next school year, whichever occurs first.
6. A teacher utilizing long-term disability and/or sick pay shall remain at the salary level of his/her earnings on the date of the occurrence of his/her disability.
7. Insurance benefits described in this agreement are based upon the insurance programs of MESSA.
8. The Board's obligation for insurance benefits shall be limited to the terms and conditions of the insurance policies.

9. Effective June 17, 1983, any teacher with twelve (12) or more years of district service and who would also be eligible to receive a retirement allowance from the Michigan Public School Employees Retirement System and was hired prior to May 1, 2004, and elects to retire from this school district, may elect either:

(a) A yearly payment of 10% of the current BA Base plus \$700.00 in lieu of continued district coverage of vision and dental insurance until they reach the age of eligibility for full social security benefits.

-or-

(b) Health Insurance benefits as provided in Article XX, Section K1, not to exceed 10% of the current BA Base plus \$700.00 in any one year (July 1 - June 30) until they reach the age of eligibility for full social security benefits.

For teachers who are eligible for a yearly payment pursuant to paragraph 9(a) or (b) above the employer shall, during the first five (5) years following retirement and to the extent otherwise permitted by law, make the entire payment as an employer contribution directly into the employee's 403(b) account established by the employee from the Board approved list of companies as per this agreement. Employees shall not have an option to receive cash. These payments by the district are intended to constitute employer contributions under 403(b) of the Internal Revenue Code (IRC).

Any yearly payments remaining due the employee beyond five (5) years following retirement shall then be made to the employee and shall be subject to appropriate deductions and withholdings (e.g., for taxes, etc.)

(c) In the event of a retiree's death, (a) or (b) above shall be continued to his or her surviving spouse in accordance with IRS rules.

The Board shall provide the above insurance benefits by continuing the teacher on the MESSA and other appropriate billing as if the teacher was actively employed.

If this retirement benefit is found contrary to law, it shall be deemed invalid and the Board's obligation for such benefit shall be immediately null and void.

Teachers hired beginning May 1, 2004, will be eligible for an annual contribution of up to \$200 for the first 10 years of their employment with the District paid by the District to a District approved annuity program as listed in Section K.2, provided they match the contribution. To the extent permitted by law, the employer shall make the matching payment as an employer contribution directly into the employee's 403(b) account established by the employee from the board approved list of companies as per this agreement. Employees shall not have an option to receive cash. These payments by the district are intended to constitute employer contributions under 403(b) of the Internal Revenue code (IRC). The district contribution is prorated for part-time employees. To be eligible, teachers must elect and submit to the Business Office the necessary documentation of their match by February 1 of each year.

K. Reimbursement of Certificate Costs

The District will share the costs and/or fees assessed for the application, addition, renewal of any teaching certificate, permit, authorization, endorsement, and/or approval issued by the Michigan Department of Education, the Intermediate School District, or other authorizing agency. The reimbursement amount available to each employee per year shall be \$70. Official reimbursement requests should include proof of payment within the calendar year that the renewal was paid. Forms for reimbursement should be requested through the Assistant Superintendent of Human Services.

L. Tuition Reimbursement

Tuition reimbursement shall be shared by the teacher and the Board for the successful completion of academic courses taken during each contract year subject to the following provisions.

1. Reimbursement shall be made for tuition of graduate coursework leading to a Master's Degree. Coursework taken after attainment of a Master's Degree will not be eligible.
2. Payment for documented successful completion of graduate coursework will be \$85 per credit hour for the total of three (3) credit hours per contract year.
3. Prior approval of at least two (2) weeks before a course begins is required along with documentation verifying Masters program relating to current position. Documentation of course completion with B or better grade and proof of payment should be submitted to Assistant Superintendent of Human Services no later than 60 days from course conclusion to receive reimbursement.
4. The Board of Education is not responsible for tuition payment if courses are taken under a scholarship, grant, or are reimbursed in any way from another source.

ARTICLE XXI

Negotiation Procedures

- A. It is contemplated that terms and conditions of employment provided in this Agreement shall remain in effect until altered by mutual agreement in writing between the parties. Nevertheless, because of the special nature of the public educational process, it is likewise recognized that matters may from time to time arise of vital mutual concern of the parties which have not been fully or adequately negotiated between them. It is in the public interest that the opportunity for mutual discussion of such matters be provided. The parties accordingly undertake to cooperate in arranging meetings, selecting representatives for discussion, furnishing necessary information and otherwise constructively considering and resolving any such matters.
- B. Not later than April 1 of the calendar year in which this Agreement expires, the Board agrees to negotiate with the Association over a successor agreement in accordance with the procedure set forth herein in a good-faith effort to reach agreement concerning teachers' salaries and all other conditions of their employment. Such negotiation may include, but not be limited to, the subjects covered by this Agreement and any other matters mutually agreed to be negotiable by the parties. Any agreement so negotiated will apply to all teachers and will be reduced to writing and signed by the Board and the Association.
- 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, consider proposals, and make concessions in the course of negotiations.
- D. If the parties fail to reach an agreement in any negotiation, either party may invoke the mediation machinery of the Michigan Employment Relations Commission or take any other lawful measures it may deem appropriate.

- E. Board agrees that whenever the Association and the Board mutually agree to engage in contract negotiations during the school day, representatives of the Association will be relieved from all regular duties without loss of pay in order to permit their participation in such meetings; provided, however, that the Association shall advise the Board, before such mutual agreement, of the maximum number of teachers to be so involved.

ARTICLE XXII

Miscellaneous Provisions

- A. The provisions of this Agreement and the wages, hours, terms and conditions of employment shall be applied in a manner which is not arbitrary, capricious or discriminatory.
- B. Copies of this Agreement shall be printed at the expense of the Board and presented to all teachers employed or hereafter employed by the Board. Subsequent to August 22, 2008, the Agreement will be provided to employed teachers via the district intranet.
- C. If any provision of this Agreement or any application of the Agreement to any employee or group of employees shall be found contrary to law, then such provision or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions and applications shall continue in full force and effect.
- D. This Agreement shall supersede any rules, regulations, or practices of the Board which shall be contrary to or inconsistent with its terms. The provisions of this Agreement shall be incorporated into and be considered part of the established policies of the Board.

ARTICLE XXIII

Continuity of Professional Services

The Association recognizes that strikes, as defined by Section 1 of Public Act 336 of 1947 of Michigan, as amended, by teachers are contrary to law and public policy. The Board and the Association subscribe to the principle that differences shall be resolved by appropriate and peaceful means, in keeping with the high standards of the profession, without interruption of the school program. Accordingly, the Association and the individual teachers represented by it agree that during the term of this Agreement they will not direct, instigate, participate in, encourage or support any strike against the Board by any teacher or group of teachers.

ARTICLE XXIV

Waiver Clause

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 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 the Agreement. Therefore, the Employer and the Association, for the life of this Agreement, each voluntarily and unqualifiedly waives the right and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated or signed this Agreement.

ARTICLE XXV

School Improvement Plans

- A. A School Improvement Plan (SIP) as used in this Article shall mean a plan, procedure or process implemented pursuant to Section 1277 of the School Code MCL 380.1277.
- B. It is hereby agreed by and between the parties that with respect to the responsibility contained in P.A. 25 of 1990 (MCL 380.1277) to adopt and implement a three to five year school improvement plan and continuing school improvement process for each school within the school district, they acknowledge and recognize that the terms of the collective bargaining agreement between them govern as to the wages, hours and terms, and conditions of employment of teachers addressed therein and that those terms shall not be altered or modified through the school improvement process except by mutual agreement of the Board and the Association, executed in writing. Any provision(s) of the SIP or any application thereof inconsistent with or contrary to the terms of this Agreement or any decisions as a result of building level decision making which require a deviation from the terms of this Agreement, must have the written approval of the Association and the Board prior to being adopted and/or implemented.
- C. Teacher membership on any SIP council or committee shall be voluntary. Teacher representatives to the district level School Improvement Council and/or to the building level School Improvement Council shall be selected by the teachers in the building or department. Selection of teacher representatives to Building and/or District School Improvement Committees shall be determined by the teachers of the respective School Improvement Councils.
- D. The Association President shall be supplied a copy of each annual SIP report upon its completion.
- E. Upon the reasonable request of the Board or the Association, the Superintendent and the Association President or their respective designees shall meet in an attempt to avoid and/or resolve any perceived difficulties with SIP plans, procedures and processes.

ARTICLE XXVI

Mentor Teachers

- A. A mentor teacher shall be defined as a master teacher as identified in section 1526 of the School Code and shall perform the duties of a master teacher as specified in the code. The mentor teacher shall be a member of the bargaining unit when possible.
- B. Each bargaining unit member in his/her first three (3) years of teaching experience shall be assigned a mentor teacher from a list of master teachers. The mentor teacher shall be available to provide professional support, instruction and guidance. The purpose of the mentor assignment is to coach and nurture a new teacher, by offering assistance, resources and information in a non-threatening collegial fashion.
- C. A mentor teacher shall be assigned in accordance with the following:
 - 1. The mentor teacher shall be a tenured member of the bargaining unit or in the case of employees excluded from coverage under the Tenure Act, the mentor teacher shall have more than four (4) years' seniority.
 - 2. Participation as a mentor teacher shall be voluntary and meet the district criteria as contained in mentor teacher guidelines.

3. The Administration shall notify the Association when a mentor teacher is matched with a bargaining unit member (mentee).
 4. Every effort will be made to match mentor teachers and mentees who work in the same building and have the same area of certification or work assignment (school social worker, etc.) Where possible, the mentor teacher and mentee shall be assigned common preparation time.
 5. Mentee shall only be assigned to one (1) mentor teacher at a time.
 6. Subject to renewal each year, the mentor teacher assignment shall be for one (1) year.
- D. Because of the purpose of the mentor/mentee match is to acclimate the bargaining unit member and to provide necessary assistance toward the end of quality work performance, the board and the Association agree the relationship shall be confidential and shall not, in any fashion, be a matter included in the evaluation of the mentor teacher or mentee. Neither the mentor teacher nor the mentee shall be permitted to participate in any matter related to the evaluation of the other. Further, the mentor teacher shall not be called as a witness in any grievance or administrative hearing involving the mentee nor shall the mentee be called as a witness in any grievance or administrative hearing involving the mentor teacher. The parties agree that neither a mentor nor a mentee shall be called as a witness in any Tenure Act proceedings.
- E. Upon request, the Administration shall make available reasonable release time so the mentor teacher may work with the mentee in his/her assignment during the regular work day.
- F. Mentor trainers will be paid according to the rates established in Article XX; J.5. of this Master Agreement. It is understood that the filling of the positions(s) of Mentor trainers is the responsibility of the District.

ARTICLE XXVII
ESEA (No Child Left Behind)

- A. The District shall notify each teacher in writing by October 1 of each year of his/her “highly qualified” status under the No Child Left Behind Act (“NCLB”) for his/her current school year teaching assignment. The Association shall be provided a copy of each notice. It is the responsibility of each teacher to properly and timely fill out any forms the District may require and submit to the District verification of any tests or courses passed which are relevant to his/her “highly qualified” status.
- B. The District and the Association share a common interest in seeing that all members of the teaching staff who must obtain “highly qualified” status under the NCLB do so. To facilitate that goal, the District agrees to allow teachers to satisfy any of the options for becoming “highly qualified” for his/her teaching assignment that are recognized and approved by both the United States Department of Education and the Michigan Department of Education.
- C. If any actions required by the Board or District under the NCLB result in a duty to bargain under the Public Employees Relations Act, bargaining shall be initiated by the parties in a time frame to afford sufficient and reasonable opportunity for bargaining prior to the deadlines specified in the NCLB.

ARTICLE XXVIII

Duration of Agreement

This agreement shall be effective as of the 23rd day of August, 2009, and shall continue in effect until the 22nd day of August, 2011. This Agreement shall not be extended orally, and it is expressly understood that it shall expire on the date above indicated. Any changes in any provisions of this Agreement shall be applied only prospectively from the date of ratification unless expressly stated otherwise in the provision.

EDUCATION ASSOCIATION

BOARD OF EDUCATION

By _____
Its President

By _____
Its President

By _____
Its Secretary

By _____
Its Vice President

By _____
Negotiating Committee Chairperson

By _____
Its Secretary

By _____
Negotiating Committee Person

By _____
Its Treasurer

By _____
Negotiating Committee Person

By _____
Member

By _____
Negotiating Committee Person

By _____
Member

By _____
Executive Director

By _____
Member

By _____
Superintendent of Schools

APPENDIX A

**Grand Haven Area Public Schools
2009-2010 SALARY SCHEDULE "A"**

1.75% INCREASE

STEP	AB SALARY	INDEX	AB + 18 SALARY	INDEX	MA SALARY	INDEX	MA + 15 SALARY	INDEX	MA + 30 SALARY	INDEX
1	\$ 38,287	1.000	\$ 40,201	1.050	\$ 42,499	1.110	\$ 44,413	1.160	\$ 46,327	1.210
2	\$ 40,201	1.050	\$ 42,116	1.100	\$ 44,796	1.170	\$ 46,710	1.220	\$ 48,624	1.270
3	\$ 42,116	1.100	\$ 44,030	1.150	\$ 47,093	1.230	\$ 49,007	1.280	\$ 50,922	1.330
4	\$ 44,030	1.150	\$ 45,944	1.200	\$ 49,390	1.290	\$ 51,305	1.340	\$ 53,219	1.390
5	\$ 45,944	1.200	\$ 47,859	1.250	\$ 51,687	1.350	\$ 53,602	1.400	\$ 55,516	1.450
6	\$ 47,859	1.250	\$ 49,773	1.300	\$ 53,985	1.410	\$ 55,899	1.460	\$ 57,813	1.510
7	\$ 49,773	1.300	\$ 51,687	1.350	\$ 56,282	1.470	\$ 58,196	1.520	\$ 60,111	1.570
8	\$ 52,070	1.360	\$ 53,985	1.410	\$ 58,579	1.530	\$ 60,493	1.580	\$ 62,408	1.630
9	\$ 54,368	1.420	\$ 56,282	1.470	\$ 60,876	1.590	\$ 62,791	1.640	\$ 64,705	1.690
10	\$ 56,665	1.480	\$ 58,579	1.530	\$ 63,556	1.660	\$ 65,471	1.710	\$ 67,385	1.760
11	\$ 58,962	1.540	\$ 60,876	1.590	\$ 66,237	1.730	\$ 68,151	1.780	\$ 70,065	1.830
12 - 13	\$ 61,259	1.600	\$ 63,174	1.650	\$ 68,917	1.800	\$ 70,831	1.850	\$ 72,745	1.900
14 - 15	\$ 62,676	1.637	\$ 64,590	1.687	\$ 70,640	1.845	\$ 72,554	1.895	\$ 74,660	1.950
16 - 18	\$ 64,399	1.682	\$ 66,313	1.732	\$ 72,554	1.895	\$ 74,468	1.945	\$ 76,574	2.000
19 - 21	\$ 66,122	1.727	\$ 68,036	1.777	\$ 74,468	1.945	\$ 76,383	1.995	\$ 78,488	2.050
22+	\$ 67,845	1.772	\$ 69,759	1.822	\$ 76,383	1.995	\$ 78,297	2.045	\$ 80,403	2.100

APPENDIX A

**Grand Haven Area Public Schools
2010-2011 SALARY SCHEDULE "A"**

1.75% INCREASE

STEP	AB SALARY	INDEX	AB + 18 SALARY	INDEX	MA SALARY	INDEX	MA + 15 SALARY	INDEX	MA + 30 SALARY	INDEX
1 \$	38,957	1.000	\$ 40,905	1.050	\$ 43,242	1.110	\$ 45,190	1.160	\$ 47,138	1.210
2 \$	40,905	1.050	\$ 42,853	1.100	\$ 45,580	1.170	\$ 47,528	1.220	\$ 49,475	1.270
3 \$	42,853	1.100	\$ 44,801	1.150	\$ 47,917	1.230	\$ 49,865	1.280	\$ 51,813	1.330
4 \$	44,801	1.150	\$ 46,748	1.200	\$ 50,255	1.290	\$ 52,202	1.340	\$ 54,150	1.390
5 \$	46,748	1.200	\$ 48,696	1.250	\$ 52,592	1.350	\$ 54,540	1.400	\$ 56,488	1.450
6 \$	48,696	1.250	\$ 50,644	1.300	\$ 54,929	1.410	\$ 56,877	1.460	\$ 58,825	1.510
7 \$	50,644	1.300	\$ 52,592	1.350	\$ 57,267	1.470	\$ 59,215	1.520	\$ 61,162	1.570
8 \$	55,319	1.420	\$ 57,267	1.470	\$ 61,942	1.590	\$ 63,889	1.640	\$ 65,837	1.690
9 \$	57,656	1.480	\$ 59,604	1.530	\$ 64,669	1.660	\$ 66,616	1.710	\$ 68,564	1.760
10 \$	59,994	1.540	\$ 61,942	1.590	\$ 67,396	1.730	\$ 69,343	1.780	\$ 71,291	1.830
11 - 12 \$	62,331	1.600	\$ 64,279	1.650	\$ 70,123	1.800	\$ 72,070	1.850	\$ 74,018	1.900
13 - 14 \$	63,773	1.637	\$ 65,720	1.687	\$ 71,876	1.845	\$ 73,824	1.895	\$ 75,966	1.950
15 - 17 \$	65,526	1.682	\$ 67,474	1.732	\$ 73,824	1.895	\$ 75,771	1.945	\$ 77,914	2.000
18 - 20 \$	67,279	1.727	\$ 69,227	1.777	\$ 75,771	1.945	\$ 77,719	1.995	\$ 79,862	2.050
21 + \$	69,032	1.772	\$ 70,980	1.822	\$ 77,719	1.995	\$ 79,667	2.045	\$ 81,810	2.100

APPENDIX B
SCHEDULE OF EXTRA-DUTY ASSIGNMENTS

The Board shall grant extra pay to those who are selected by the Board to perform the following extra assignments. Compensation shall be based on a percentage relationship to the current basic salary. The appropriate level is that represented by the teacher's previous years of experience in the activity in the District plus up to six (6) years for outside experience in the activity in another school system. It is understood that positions for which extra pay is granted will be determined by the Board of Education.

Activity	Grades	Gender	Position	1	2	3	4	5	6
ATHLETIC PROGRAM									
Assistant Athletic Director				10.50	11.00	11.50	12.00	12.50	13.00
Athletic Coordinator	Middle School			15.00	16.00	17.00	18.00	19.00	20.00
Baseball	Varsity	Boys	Head Coach	12.00	12.50	13.00	13.50	14.00	15.00
Baseball	Junior Varsity	Boys	Head Coach	8.00	8.50	9.00	9.50	10.00	11.00
Baseball	9th. Grade	Boys	Head Coach	6.00	6.50	7.00	7.50	8.00	8.50
Basketball	Varsity	Boys	Head Coach	15.00	15.50	16.00	16.50	17.00	18.50
Basketball	Varsity	Girls	Head Coach	15.00	15.50	16.00	16.50	17.00	18.50
Basketball	Junior Varsity	Boys	Head Coach	10.50	11.00	11.50	12.00	12.50	13.50
Basketball	Junior Varsity	Girls	Head Coach	10.50	11.00	11.50	12.00	12.50	13.50
Basketball	9th. Grade	Boys	Head Coach	7.50	8.00	8.50	9.00	9.50	10.50
Basketball	9th. Grade	Girls	Head Coach	7.50	8.00	8.50	9.00	9.50	10.50
Basketball	8th. Grade	Boys	Coach	5.00	5.50	6.00	6.50	7.00	8.00
Basketball	8th. Grade	Girls	Coach	5.00	5.50	6.00	6.50	7.00	8.00
Basketball	7th. Grade	Boys	Coach	5.00	5.50	6.00	6.50	7.00	8.00
Basketball	7th. Grade	Girls	Coach	5.00	5.50	6.00	6.50	7.00	8.00
Cheerleading Competitive	Varsity		Coach	9.00	9.50	10.00	10.50	11.00	12.00
Cheerleading Sideline	Varsity		Coach	6.00	6.50	7.00	7.50	8.00	9.00
Cheerleading – Fall	Varsity		Head Advisor	6.00	6.50	7.00	7.50	8.00	9.00
Cheerleading – Winter	Varsity		Head Advisor	9.00	9.50	10.00	10.50	11.00	12.00
Cheerleading – Fall	Junior Varsity		Head Advisor	5.00	5.50	6.00	6.50	7.00	8.00
Cheerleading – Winter	Junior Varsity		Head Advisor	7.50	8.00	8.50	9.00	9.50	10.50
Cheerleading – Fall	9 th . Grade		Head Advisor	5.00	5.50	6.00	6.50	7.00	8.00
Cheerleading – Winter	9 th . Grade		Head Advisor	7.50	8.00	8.50	9.00	9.50	10.50
Cross Country	Varsity	Boys	Head Coach	12.00	12.50	13.00	13.50	14.00	15.00
Cross Country	Varsity	Boys	Asst. Coach	8.00	8.50	9.00	9.50	10.00	11.00
Cross Country	Varsity	Girls	Head Coach	12.00	12.50	13.00	13.50	14.00	15.00
Cross Country	Varsity	Girls	Asst. Coach	8.00	8.50	9.00	9.50	10.00	11.00
Football	Varsity		Head Coach	15.00	15.50	16.00	16.50	17.00	18.50
Football	Varsity		Asst. Coach(es)	10.50	11.00	11.50	12.00	12.50	13.50
Football	Junior Varsity		Head Coach	10.50	11.00	11.50	12.00	12.50	13.50
Football	Junior Varsity		Asst. Coach	7.50	8.00	8.50	9.00	9.50	10.50
Football	9th. Grade		Head Coach	7.50	8.00	8.50	9.00	9.50	10.50
Football	9th. Grade		Asst. Coach	6.00	6.50	7.00	7.50	8.00	8.50
Football	8th. Grade		Head Coach	5.00	5.50	6.00	6.50	7.00	8.00
Football	8th. Grade		Asst. Coach(es)	4.00	4.50	5.00	5.50	6.00	7.00

As Approved

Golf	Varsity	Boys	Coach	7.00	7.50	8.00	8.50	9.00	10.00
Golf	Varsity	Girls	Coach	7.00	7.50	8.00	8.50	9.00	10.00
Golf	Junior Varsity	Boys	Coach	5.00	5.50	6.00	6.50	7.00	7.50
Golf	Junior Varsity	Girls	Coach	5.00	5.50	6.00	6.50	7.00	7.50
Ice Hockey	Varsity	Boys	Coach	15.00	15.50	16.00	16.50	17.00	18.50
Ice Hockey	Varsity	Boys	Asst. Coach	10.50	11.00	11.50	12.00	12.50	13.50
Skiing	Varsity	Boys	Head Coach	8.00	8.50	9.00	9.50	10.00	11.00
Skiing	Varsity	Girs	Head Coach	8.00	8.50	9.00	9.50	10.00	11.00
Skiing	Junior Varsity	Boys	Head Coach	6.00	6.50	7.00	7.50	8.00	9.00
Skiing	Junior Varsity	Girls	Head Coach	6.00	6.50	7.00	7.50	8.00	9.00
Soccer	Varsity	Boys	Head Coach	12.00	12.50	13.00	13.50	14.00	15.00
Soccer	Varsity	Girls	Head Coach	12.00	12.50	13.00	13.50	14.00	15.00
Soccer	Junior Varsity	Boys	Head Coach	8.00	8.50	9.00	9.50	10.00	11.00
Soccer	Junior Varsity	Girls	Head Coach	8.00	8.50	9.00	9.50	10.00	11.00
Soccer	9th. Grade	Boys	Head Coach	6.00	6.50	7.00	7.50	8.00	8.50
Soccer	9th. Grade	Girls	Head Coach	6.00	6.50	7.00	7.50	8.00	8.50
Soccer	8th. Grade	Boys	Head Coach	5.00	5.50	6.00	6.50	7.00	7.50
Soccer	8th. Grade	Girls	Head Coach	5.00	5.50	6.00	6.50	7.00	7.50
Soccer	7th. Grade	Boys	Head Coach	5.00	5.50	6.00	6.50	7.00	7.50
Soccer	7th. Grade	Girls	Head Coach	5.00	5.50	6.00	6.50	7.00	7.50

Activity	Grades	Gender	Position	1	2	3	4	5	6
Softball	Varsity	Girls	Head Coach	12.00	12.50	13.00	13.50	14.00	15.00
Softball	Junior Varsity	Girls	Head Coach	8.00	8.50	9.00	9.50	10.00	11.00
Softball	9th. Grade	Girls	Head Coach	6.00	6.50	7.00	7.50	8.00	8.50
Swimming	Varsity	Boys	Head Coach	15.00	15.50	16.00	16.50	17.00	18.50
Swimming	Varsity	Boys	Asst. Coach	10.50	11.00	11.50	12.00	12.50	13.50
Swimming	Varsity	Boys	Diving Coach	10.50	11.00	11.50	12.00	12.50	13.50
Swimming	Varsity	Girls	Head Coach	15.00	15.50	16.00	16.50	17.00	18.50
Swimming	Varsity	Girls	Asst. Coach	10.50	11.00	11.50	12.00	12.50	13.50
Swimming	Varsity	Girls	Diving Coach	10.50	11.00	11.50	12.00	12.50	13.50
Swimming	Middle School	Boys	Head Coach	5.00	5.50	6.00	6.50	7.00	8.00
Swimming	Middle School	Girls	Head Coach	5.00	5.50	6.00	6.50	7.00	8.00
Swimming	Middle School	Boys	Asst. Coach	4.00	4.50	5.00	5.50	6.00	7.00
Swimming	Middle School	Girls	Asst. Coach	4.00	4.50	5.00	5.50	6.00	7.00
Tennis	Varsity	Boys	Head Coach	9.00	9.50	10.00	10.50	11.00	12.00
Tennis	Varsity	Girls	Head Coach	9.00	9.50	10.00	10.50	11.00	12.00
Tennis	Junior Varsity	Boys	Head Coach	6.50	7.00	7.50	8.00	8.50	9.50
Tennis	Junior Varsity	Girls	Head Coach	6.50	7.00	7.50	8.00	8.50	9.50
Tennis	Middle School	Boys	Head Coach	5.00	5.50	6.00	6.50	7.00	8.00
Tennis	Middle School	Girls	Head Coach	5.00	5.50	6.00	6.50	7.00	8.00
Track	Varsity	Boys	Head Coach	12.00	12.50	13.00	13.50	14.00	15.00
Track	Varsity	Boys	Asst. Coach	8.00	8.50	9.00	9.50	10.00	11.00
Track	Varsity	Girls	Head Coach	12.00	12.50	13.00	13.50	14.00	15.00
Track	Varsity	Girls	Asst. Coach	8.00	8.50	9.00	9.50	10.00	11.00
Track	Middle School	Boys	Head Coach	5.00	5.50	6.00	6.50	7.00	8.00
Track	Middle School	Boys	Asst. Coach	4.00	4.50	5.00	5.50	6.00	7.00
Track	Middle School	Girls	Head Coach	5.00	5.50	6.00	6.50	7.00	8.00
Track	Middle School	Girls	Asst. Coach	4.00	4.50	5.00	5.50	6.00	7.00
Volleyball	Varsity		Coach	12.75	13.25	13.75	14.25	14.75	15.25
Volleyball	Junior Varsity		Coach	8.00	8.50	9.00	9.50	10.00	10.50
Volleyball	9 th . Grade		Coach	6.00	6.50	7.00	7.50	8.00	9.00
Volleyball	8 th . Grade		Coach	5.00	5.50	6.00	6.50	7.00	8.00
Volleyball	7 th . Grade		Coach	5.00	5.50	6.00	6.50	7.00	8.00
Water Polo Club	Varsity	Boys	Head Coach	9.00	9.50	10.00	10.50	11.00	12.00
Water Polo Club	Varsity	Girls	Head Coach	9.00	9.50	10.00	10.50	11.00	12.00
Wrestling	Varsity		Head Coach	12.75	13.25	13.75	14.25	14.75	15.25
Wrestling	JV/Varsity		Asst. Coach	8.00	8.50	9.00	9.50	10.00	10.50
Wrestling	Junior Varsity		Head Coach	8.00	8.50	9.00	9.50	10.00	10.50
Wrestling	Middle School		Head Coach	6.00	6.50	7.00	7.50	8.00	9.00

MUSIC PROGRAM									
Director of Music				9.00	9.50	10.00	10.50	11.00	11.50
Band	High School		Director	9.00	9.50	10.00	10.50	11.00	11.50
Marching Band	High School		Director	3.00	3.25	3.50	3.75	4.00	4.25
Marching Band	High School		Asst. Director	2.50	2.75	3.00	3.25	3.50	3.75
Orchestra	High School		Director	4.75	5.00	5.25	5.50	5.75	6.00
Orchestra	High School		Asst. Director	2.50	2.75	3.00	3.25	3.50	3.75
Vocal	High School		Director	9.00	9.50	10.00	10.50	11.00	11.50
Vocal	High School		Asst. Director	2.50	2.75	3.00	3.25	3.50	3.75
Band	Middle School (7-8)		Director	4.25	4.30	4.45	4.50	4.70	4.90
Orchestra	Middle School		Director	3.75	4.00	4.25	4.50	4.75	5.00
Vocal	Middle School		Director	3.75	4.00	4.25	4.50	4.75	5.00
Band	Middle School (6)		Director	1.00	1.20	1.30	1.50	1.55	1.60

ACTIVITIES									
Ambassador Club	High School		Advisor	2.50	2.75	3.00	3.25	3.50	3.75
Buc's Blade			Advisor	6.00	6.50	7.00	7.50	8.00	8.50
Catalina Club	High School		Advisor	4.00	4.25	4.50	4.75	5.00	5.25
Class Advisor	High School		Senior Chairperson	6.25	6.50	6.75	7.00	7.25	7.50
Class Advisor	High School		Junior Chairperson	2.50	2.75	3.00	3.25	3.50	3.75
Class Advisor	High School		Sophomore Chairperson	1.00	1.10	1.20	1.30	1.40	1.50
Class Advisor	High School		Freshman Chairperson	0.50	0.60	0.70	0.80	0.90	1.00

Activity	Grades	Gender	Position	1	2	3	4	5	6
Instructional Technology	District-Wide		Coordinator	15.00	15.50	16.00	17.00	18.00	18.50
Curriculum Council	District-Wide			1.00	1.10	1.20	1.30	1.40	1.50
Curriculum Design Team				1.50	1.75	2.00	2.25	2.50	2.75
DECA Club	High School		Advisor	2.25	2.50	2.75	3.00	3.25	3.50
Department Heads				2.00	2.25	2.50	2.75	3.00	3.25
(Plus .20/member of the Department)									
Elem. Math Coord.				2.25	2.50	2.75	3.00	3.25	3.50
Forensics	High School		Advisor	2.50	2.75	3.00	3.25	3.50	3.75
Green Club	High School		Advisor	2.50	2.75	3.00	3.25	3.50	3.75
Honor Society	High School			2.25	2.50	2.75	3.00	3.25	3.50
Interact Club	High School		Advisor	2.50	2.75	3.00	3.25	3.50	3.75
Intramural Program			Supervisors	0.00036	0.000376	0.00041	0.000426	0.000451	0.000476
(Ratio of Hourly Rate of Current Basic Salary)									
Musicals	High School		Director	7.00	7.50	8.00	8.50	9.00	9.50
Musicals	High School		Asst. Director	4.00	4.50	5.00	5.50	6.00	6.50
Other Clubs & Societies			Approved by Board	2.50	2.75	3.00	3.25	3.50	3.75
Planetarium	Middle School		Coordinator	2.50	3.00	3.50	4.00	4.50	5.00
Play Director	High School		Director	4.50	5.00	5.50	6.00	6.50	7.00
Safety Patrol	Elementary			3.00	3.25	3.50	3.75	4.00	4.25
Science Olympiad			Advisor	7.00	7.50	8.00	8.50	9.00	9.50
Science Olympiad			Assistant(s)	5.75	6.00	6.25	6.50	6.75	7.00
Student Advocacy	High School		Advisor	2.50	2.75	3.00	3.25	3.50	3.75
Student Council	Middle School		Advisor	3.50	4.00	4.50	5.00	5.50	6.00
Student Council	Central High		Advisor	.50	.60	.70	.80	.90	1.00
Student Senate	High School		Advisor	3.50	4.00	4.50	5.00	5.50	6.00
Team Leader/Recorder	Middle School			1.00	1.10	1.20	1.30	1.40	1.50
Thespians	High School			2.50	3.00	3.50	4.00	4.50	5.00
Yearbook	High School		Advisor	5.75	6.00	6.25	6.50	6.75	7.00
Yearbook	Middle School		Advisor	2.50	3.00	3.50	4.00	4.50	5.00
Yearbook	Central High		Advisor	1.50	1.75	2.00	2.25	2.50	2.75
MENTOR TEACHERS									
					Pathwise				
				Mentors	Mentors				
First Year of Teaching				1.50	4.00				
Second Year of Teaching				1.00	2.00				
Third Year of Teaching				1.00	1.50				
First Year at GHAPS				1.00	1.25				

Mentors will be provided for the following:

1. New teachers with no previous experience will be provided a Mentor for Three Years.
2. New teachers with one year experience will be provided a Mentor for Two Years.
3. New teachers with two years experience or more will be provided a Mentor for One Year.

Any individual in a Schedule B position currently that is being reduced in percentage rate from the 1997-98 rate will continue to receive the higher rate until the individual leaves that position.

In addition to the above Schedule B compensation, a longevity payment of five percent (5%) of the teacher's step six (6) compensation shall be added (for the applicable position) at the start of the tenth (10th), the fifteenth (15th), the twentieth (20th) and the twenty-fifth (25th) year, of in-district experience within a related/specific Schedule B sport/music/activity.

Steps and Years carry over within the same sport per school year when moving from coaching Girls to Boys or Boys to Girls sports.
Steps and Years carry over when moving from Grade Level, Junior Varsity, or Varsity levels within the same sport.
Steps and Years carry over when moving from Coaching positions (i.e. Asst. Coach to head Coach or visa versa) within the same sport.

Coaches cannot achieve more than one (1) year longevity credit in a one (1) year time span.

High School Class advisor positions will carry step and years between grade levels.

SWIMMING TEACHERS AND/OR COACHES REQUIRED TO COMPLETE A YEARLY CPR CERTIFICATION SHALL HAVE SUCH CHARGES AND/OR EXPENSES PAID BY THE BOARD.

APPENDIX C

ELEMENTARY SCHOOL CALENDAR FOOTNOTES

It is understood that session days can be reduced in length to accommodate in-service, parent-teacher conference schedules and record days.

Parent-teacher conference schedules for each semester will be available to the affected teachers at least 30 days prior to the conferences. One, two and one-half (2.5) hour evening open house shall be held without adjustment on duty days per school year. Conferences will consist of five (5) two and one half (2.5) hour blocks, two (2) of which must be selected outside the regular school day. The principal shall designate two (2) of the common times during conference week. If additional conference time is needed, an optional common evening the week prior to conference week can be determined by a building staff majority vote.

Teachers employed less than full time shall be expected to attend such scheduled conferences and open houses in proportion to their employment.

The Elementary Teachers shall receive the equivalent of Six (6) records days annually to be designated by the negotiated calendar.

If the school year needs to be extended and/or schedule adjusted to allow for a minimum number of student days/hours, the Association and the Board agree to collaboratively develop a plan to meet these hours.

MIDDLE SCHOOL CALENDAR FOOTNOTES

It is understood that session days can be reduced in length to accommodate in-service, parent-teacher conference schedules and record days.

Parent-teacher conference schedules for each semester will be available to the affected teachers at least 30 days prior to the conferences.

Conferences will consist of five (5) two and one half (2.5) hour blocks, two (2) of which must be selected outside the regular school day.

Teachers employed less than full time shall be expected to attend such scheduled conferences in proportion to their employment.

The Middle Schools shall have Six (6) records days annually to be designated by the negotiated calendar. If the school year needs to be extended and/or schedule adjusted to allow for a minimum number of student days/hours, the Association and the Board agree to collaboratively develop a plan to meet these hours.

HIGH SCHOOL CALENDAR FOOTNOTES

It is understood that session days can be reduced in length to accommodate in-service, parent-teacher conference schedules and record days.

Parent-teacher conference schedules for each trimester will be available to the affected teachers at least 30 days prior to the conferences. One, two and one-half (2.5) hour evening parent-teacher conference shall be held without adjustment on duty days each trimester.

Teachers employed less than full time shall be expected to attend such scheduled conferences in proportion to their employment.

Five and one half (5.5) equivalent record days shall be provided annually to be designated by the negotiated calendar. If the school year needs to be extended and/or schedule adjusted to allow for a minimum number of student days/hours, the Association and the Board agree to collaboratively develop a plan to meet these hours.

APPENDIX D
Grand Haven Area Public Schools
TEACHER EVALUATION FORM

Timeline and Procedures for Observation

TIMELINE

EDUCATOR: _____

Observation Dates Arranged	Pre-Observation Conference Form Returned	Pre-Observation Conference	Observation	Reflection Form	Post-Observation Conference	Summary Meeting
Pre-Conference:	2 days prior to pre-conference	Observation date and time confirmed	Administrator will complete Observer Notes	Returned the day after observation	Held within 2 days of the observation	Held within five days of the Post-Observation Conference
Observation:					Both Teacher & Administrator bring highlighted Rubrics for Feedback form	
Post Conference:						Administrator will share feedback form and summative evaluation
Summary Meeting:						

Procedures:

1. Dates for classroom observation and pre-conference will be arranged. Folder with forms will be given to educator.
2. Return completed Planning Form two days before the pre-conference.
3. Pre-observation conference conducted by administrator and educator within two (2) days of observation.
4. Classroom observation enables data to be collected for Domains 2 & 3.
5. Complete and return Reflection Form the day after the classroom observation.
6. A post-observation conference will occur within 48 hours of the lesson observation; to debrief the lesson, allow for clarifying questions, and enable the collection of additional evidence. Both Teacher & Administrator bring highlighted Rubric for Feedback Form.
7. A feedback form with district evaluation will be filled out giving summaries, suggestions and feedback. A summary meeting will occur within 5 days of observation conference.

Folder Contents:

- Pre-Conference Forms
- Post-conference Forms
- Support Materials

Pre-observation Questions

Domain 1: Planning and Preparation

Educator		Observer	
Date of Pre-Conference		Date/Time of Observation	
Grade Level/Curriculum Area Observed			

Please answer these questions concerning the lesson / class to be observed. Your responses will then serve as the basis for conversation during the Pre-observation conference.

1. Briefly describe the students in this class (e.g. students' background, skills, interests). [Component 1b]
2. What are the goals for the lesson? What do you want the students to learn? [Component 1c]
3. How do these goals support the district's curriculum, state frameworks, and the content standards? [Component 1c]
4. Where does this lesson fit in your unit plan (e.g. does this lesson build on previous lessons, and how does it lead to future learning)? [Component 1e]
5. What materials, resources and technology will you use? [Component 1d]

6. How will students be grouped for learning (e.g. individual, pairs, small groups, whole class)? [Component 1e]

7. Provide an outline of this lesson. [Component 1e]

8. What difficulties do you anticipate students experiencing in this area, and how do you plan to accommodate these difficulties? [Components 1a & 1b]

9. How do you plan to assess student achievement? What procedures will you use? [Component 1f]

10. How do you plan to use the results of the assessment? [Component 1f]

Please attach copies of any handouts, worksheets and/or assessment tools you plan to use for this lesson along with a seating chart
 If there are any changes, please use the lesson modification form

SECONDARY SCHEDULE

Schedule						
1 st Hour:						
2 nd Hour:						
3 rd Hour:						
4 th Hour:						
5 th Hour:						
6 th Hour:						
Lunch:	6 th	7 th	8 th	A	B	C

Rubric for Feedback Form

Name

Date

DOMAIN 1: PLANNING AND PREPARATION

Component

1a: Demonstrating Knowledge of Content and Pedagogy	Teacher displays little understanding of the subject or structure of the discipline, or of content-related pedagogy	Teacher's content and pedagogical knowledge represents basic understanding but does not extend to connections with other disciplines or to possible student misconceptions	Teacher demonstrates solid understanding of the content and its prerequisite relationships and connections with other disciplines. Teacher's instructional practices reflect current pedagogical knowledge.	Teacher's knowledge of the content and pedagogy are extensive, showing evidence of a continuing search for improved practice. Teacher actively builds on knowledge of prerequisites and misconceptions when describing instruction or seeking causes for student misunderstanding.
1b: Demonstrating Knowledge of Students	Teacher makes little or no attempt to acquire knowledge of students' backgrounds, skills, or interests, and does not use such information in planning.	Teacher demonstrates partial knowledge of students' backgrounds, skills, and interests, and attempts to use this knowledge in planning for the class as a whole	Teacher demonstrates thorough knowledge of students' backgrounds, skills, and interests, and uses this knowledge to plan for groups of students.	Teacher demonstrates thorough knowledge of students' backgrounds, skills, and interests, and uses this knowledge to plan for individual student learning.
1c: Selecting Instructional Goals	Teacher's goals represent trivial learning, are unsuitable for students, or are stated only as instructional activities, and they do not permit viable methods of assessment.	Teacher's goals are of moderate value, or suitability for students in the class, consisting of a combination of goals and activities, some of which permit viable methods of assessment	Teacher's goals represent valuable learning and are suitable for most students in the class; they reflect opportunities for integration and permit viable methods of assessment.	Teacher's goals reflect high-level learning relating to curriculum frameworks and standards; they are adapted, where necessary, to the needs of individual students, and permit viable methods of assessment.
1d: Demonstrating Knowledge of Resources	Teacher is unaware of school or district resources available either for teaching or for students who need them.	Teacher displays limited knowledge of school or district resources available either for teaching or for students who need them.	Teacher is fully aware of school and district resources available for teaching, and knows how to gain access to school and district resources for students who need them.	Teacher seeks out resources for teaching in professional organizations and in the community, and is aware of resources available for student who need them, in the school, the district, and the larger community.
1e: Designing Coherent Instruction	The various elements of the instructional design do not support the stated instructional goals or engage students in meaningful learning, and the lesson or unit has no defined structure.	Some of the elements of the instructional design support the stated instructional goals and engage students in meaningful learning, while others do not. Teacher's lesson or unit has a recognizable structure.	Most of the elements of the instructional design support the stated instructional goals and engage students in meaningful learning, and the lesson or unit has a clearly defined structure.	All of the elements of the instructional design support the stated instructional goals, engage students in meaningful learning, and show evidence of student input. Teacher's lesson or unit is highly coherent and has a clear structure.
1f: Assessing Student Learning	Teacher's approach to assessing student learning contains no clear criteria or standards, and lacks congruence with the instructional goals. Teacher has no plans to use assessment results in designing future instruction.	Teacher's plan for student assessment is partially aligned with the instructional goals and includes criteria and standards that are not entirely clear or understood by students. Teacher uses the assessment to plan for future instruction for the class as a whole.	Teacher's plan for student assessment is aligned with the instructional goals at least nominally, with clear assessment criteria and standards that have been communicated to students. Teacher uses the assessment to plan for groups of students or individuals.	Teacher's plan for student assessment is fully aligned with the instructional goals, containing clear assessment criteria and standards that are not only understood by students but also show evidence of student participation in their development. Teacher's students monitor their own progress in achieving the goals.

2a: Creating an Environment of Respect and Rapport	Classroom interactions, both between the teacher and students and among students, are negative or inappropriate and characterized by sarcasm, put-downs, or conflict.	Classroom interactions are generally appropriate and free from conflict but may be characterized by occasional displays of insensitivity.	Classroom interactions reflect general warmth and caring, and are respectful of the cultural and developmental differences among groups of students.	Classroom interactions are highly respectful, reflecting genuine warmth and caring toward individuals. Students themselves ensure maintenance of high levels of civility among members of the class.
2b: Establishing a Culture for Learning	The classroom does not represent a culture for learning and is characterized by low teacher commitment to the subject, low expectations for student achievement, and little student pride in work.	The classroom environment reflects only a minimal culture for learning, with only modest or inconsistent expectations for student achievement, little teacher commitment to the subject, and little student pride in work. Both teacher and students are performing at the minimal level to "get by."	The classroom environment represents a genuine culture for learning, with commitment to the subject on the part of both teacher and students, high expectations for student achievement, and student pride in work.	Students assume much of the responsibility for establishing a culture for learning in the classroom by taking pride in their work, initiating improvements to their products, and holding the work to the highest standard. Teacher demonstrates a passionate commitment to the subject.
2c: Managing Classroom Procedures	Classroom routines and procedures are either nonexistent or inefficient, resulting in the loss of much instruction time.	Classroom routines and procedures have been established but function unevenly or inconsistently, with some loss of instruction time.	Classroom routines and procedures have been established and function smoothly for the most part, with little loss of instruction time.	Classroom routines and procedures are seamless in their operation, and students assume considerable responsibility for their smooth functioning.
2d: Managing Student Behavior	Student behavior is poor, with no clear expectations, no monitoring of student behavior, and inappropriate response to student misbehavior.	Teacher makes an effort to establish standards of conduct for students, monitor student behavior, and respond to student misbehavior, but these efforts are not always successful.	Teacher is aware of student behavior, has established clear standards of conduct, and responds to student misbehavior in ways that are appropriate and respectful of the students.	Student behavior is entirely appropriate, with evidence of student participation in setting expectations and monitoring behavior. Teacher's monitoring of student behavior is subtle and preventive, and teacher's response to student misbehavior is sensitive to individual student needs.
2e: Organizing Physical Space	Teacher makes poor use of the physical environment, resulting in unsafe or inaccessible conditions for some students or a serious mismatch between the furniture arrangement and the lesson activities.	Teacher's classroom is safe, and essential learning is accessible to all students, but the furniture arrangement only partially supports the learning activities.	Teacher's classroom is safe, and learning is accessible to all students; teacher uses physical resources well and ensures that the arrangement of furniture supports the learning activities.	Teacher's classroom is safe, and students contribute to ensuring that the physical environment supports the learning of all students.

RUBRIC FOR FEEDBACK FORM

DOMAIN 3: INSTRUCTION

Component				
3a: Communicating Clearly and Accurately	Teacher's oral and written communication contains errors or is unclear or inappropriate to students.	Teacher's oral and written communication contains no errors, but may not be completely appropriate or may require further explanations to avoid confusion.	Teacher communicates clearly and accurately to students, both orally and in writing.	Teacher's oral and written communication is clear and expressive, anticipating possible student misconceptions.
3b: Using Questioning and Discussion Techniques	Teacher makes poor use of questioning and discussion techniques, with low-level questions, limited student participation, and little true discussion.	Teacher's use of questioning and discussion techniques is uneven, with some high-level questions, attempts at true discussion, and moderate student participation.	Teacher's use of questioning and discussion techniques reflects high-level questions, true discussion, and full participation by all students.	Students formulate many of the high-level questions and assume responsibility for the participation of all students in the discussion.
3c: Engaging Students in Learning	Students are not at all intellectually engaged in significant learning, as a result of inappropriate activities or materials, poor representations of content, or lack of lesson structure.	Students are intellectually engaged only partially, resulting from activities or materials of uneven quality, inconsistent representations of content, or uneven structure or pacing.	Students are intellectually engaged throughout the lesson, with appropriate activities and materials, instructive representations of content, and suitable structure and pacing of the lesson.	Students are highly engaged throughout the lesson and make material contributions to the representation of content, the activities, and the materials. The structure and pacing of the lesson allow for student reflection and closure.
3d: Providing Feedback to Students	Teacher's feedback to students is of poor quality and is not given in a timely manner.	Teacher's feedback to students is uneven, and its timeliness is inconsistent.	Teacher's feedback to students is timely and of consistently high quality.	Teacher's feedback to students is timely and of consistently high quality, and students make use of the feedback in their learning.
3e: Demonstrating Flexibility and Responsiveness	Teacher adheres to the instruction plan in spite of evidence of poor student understanding or students' lack of interest, and fails to respond to students' questions; teacher assumes no responsibility for students' failure to understand.	Teacher demonstrates moderate flexibility and responsiveness to students' needs and interests during a lesson, and seeks to ensure the success of all students.	Teacher seeks ways to ensure successful learning for all students, making adjustments as needed to instruction plans and responding to student interests and questions.	Teacher is highly responsive to students' interests and questions, making major lesson adjustments if necessary, and persists in ensuring the success of all students.

RUBRIC FOR FEEDBACK FORM

Domain 4: Professional Responsibility

Component				
4a: Reflecting on Teaching	Teacher does not reflect accurately on the lesson or propose ideas as to how it might be improved.	Teacher's reflection on the lesson is generally accurate, and teacher makes global suggestions as to how it might be improved.	Teacher reflects accurately on the lesson, citing general characteristics. Teacher makes some specific suggestions about how it might be improved.	Teacher's reflection on the lesson is highly accurate and perceptive, citing specific examples. Teacher draws on an extensive repertoire to suggest alternative strategies.
4b: Maintaining Accurate Records	Teacher has no system for maintaining accurate records, resulting in errors and confusion.	Teacher's system for maintaining accurate records is rudimentary and only partially effective.	Teacher's system for maintaining accurate records is efficient and effective.	Teacher's system for maintaining accurate records is efficient and effective, and students contribute to its maintenance.
4c: Communicating with Families	Teacher provides little or no information to families and makes no attempt to engage them in the instructional program.	Teacher complies with school procedures for communicating with families and makes an effort to engage families in the instructional program.	Teacher communicates frequently with families and successfully engages them in the instructional program.	Teacher communicates frequently and sensitively with families and successfully engages them in the instructional programs; students participate in communicating with families.
4d: Contributing to the School and District	Teacher's relationships with colleagues are negative or self-serving, and teacher avoids being involved in school and district projects.	Teacher's relationships with colleagues are cordial, and teacher participates in school and district events and projects when specifically requested.	Teacher participates actively in school and district projects, and maintains positive relationships with colleagues.	Teacher makes a substantial contribution to school and district events and projects, assuming leadership with colleagues.
4e: Growing and Developing Professionally	Teacher does not participate in professional development activities, even when such activities are clearly needed for the development of teaching skills.	Teacher's participation in professional development activities is limited to those that are convenient.	Teacher participates actively in professional development activities and contributes to the profession.	Teacher makes a substantial contribution to the profession through such activities as action research and mentoring new teachers, and actively pursues professional development.
4f: Showing Professionalism	Teacher's sense of professionalism is low, and teacher contributes to practices that are self-serving or harmful to students.	Teacher's attempts to serve students based on the best information are genuine but inconsistent.	Teacher makes genuine and successful efforts to ensure that all students are well served by the school	Teacher assumes a leadership position in ensuring that school practices and procedures ensure that all students, particularly those traditionally underserved, are honored in the school.

Reflection Questions

Domain 4: Professional Responsibilities

Educator		Observer	
Date/Time of Observation		Grade Level/Curriculum Area Observed	

Please answer these questions concerning the lesson / class that was observed. Your responses will then serve as the basis for your conversation during the Post-observation conference.

- Please comment on the different aspects of your instructional delivery. To what extent were they effective? What would you do differently to improve the lesson?

	Were the following aspects of your instructional delivery effective? Why or why not?	What would you do differently to improve the lesson?
Instructional Strategies		
Student Grouping		
Student Activities		
Materials, Resources, and Technology		

2. Please attach student work samples.
3. In general, how successful was the lesson? Did the students learn what you intended them to learn?
4. To what extent were the lesson's goals and objectives appropriate for your students?
5. To what extent were your assessment strategies effective? Would you make any changes in your approach to assessment? If so, what changes would you make, and why?
6. Please comment on your classroom procedures, your use of physical space, and the students' conduct. To what extent did the classroom environment contribute to student learning?
7. Did you make any modifications/adjustments to your plan during the lesson? If so, what were they and what motivated these changes?
8. To what extent was your feedback to students accurate, substantive, constructive, specific, and/or timely? How might you have responded differently?

Feedback Form

Summary/Recommendations for future Practice

Educator _____ Observer(s) _____

Grade Level(s) _____ Subject(s) _____ Date _____

Summary/Recommendations

Teacher Input Form

Educator		Observer(s)			
Grade Level(s)		Subject(s)		Date	

(Items a teacher would like to be part of his/her personnel file; could include teaching techniques used, performance objectives, professional growth, strengths and weaknesses, community and professional service, etc.)

Forms available on the District server under Microsoft Word and also Employee Intranet.

Days of Instruction

OAISD 10/08

Elementary

School Year: 2010-11

July 2010				
M	T	W	T	F
			1	2
5	6	7	8	9
12	13	14	15	16
19	20	21	22	23
26	27	28	29	30

Regular	
Sched A	
Sched B	
Sched C	
Sched D	
Other	
Total	0

August 2010				
M	T	W	T	F
2	3	4	5	6
9	10	11	12	13
16	17	18	19	20
23	NT	NT	NT	27
PD	PD			

Regular	
Sched A	
Sched B	2
Sched C	
Sched D	
Other	
Total	2

September 2010				
M	T	W	T	F
		PD	R	HB
HB	7	8	9	10
13	14	15	16	17
20	21	22	23	24
27	28	29	30	

Regular	18
Sched A	
Sched B	1
Sched C	
Sched D	
Staff	1
Total	20

October 2010				
M	T	W	T	F
				1
4	5	6	7	8
11	12	13	14	15
18	19	20	21	22
25	26	27	28	29

Regular	21
Sched A	
Sched B	
Sched C	
Sched D	
Staff	
Total	21

November 2010				
M	T	W	T	F
1	2	3/c	R/c	R/c
8	9	10	11	12
15	16	17	18	19
22	23	R	HB	HB
PD	30			

Regular	15
Sched A	1
Sched B	1
Sched C	2
Sched D	
Staff	1
Total	20

December 2010				
M	T	W	T	F
		1	2	3
6	7	8	9	10
13	14	15	16	17
HB	HB	HB	HB	HB
HB	HB	HB	HB	HB

Regular	13
Sched A	
Sched B	
Sched C	
Sched D	
Staff	
Total	13

January 2011				
M	T	W	T	F
3	4	5	6	7
10	11	12	13	14
17	18	19	20	21
24	25	26	27	28
31				

Regular	21
Sched A	
Sched B	
Sched C	
Sched D	
Staff	
Total	21

February 2011				
M	T	W	T	F
	1	2	3	4
7	8	9	10	11
14	15	16	17	18
21	22	23	24	25
28				

Regular	20
Sched A	
Sched B	
Sched C	
Sched D	
Staff	
Total	20

March 2011				
M	T	W	T	F
	1	2	3	R
7	8	9/c	R/c	R/c
14	15	16	17	18
21	22	23	24	25
28	29	30	31	

Regular	19
Sched A	1
Sched B	
Sched C	2
Sched D	
Staff	1
Total	23

April 2011				
M	T	W	T	F
				HB
HB	HB	HB	HB	HB
11	12	13	14	15
18	19	20	21	22
25	26	27	28	29

Regular	15
Sched A	
Sched B	
Sched C	
Sched D	
Staff	
Total	15

May 2011				
M	T	W	T	F
2	3	PD	5	6
9	10	11	12	13
16	17	18	19	20
23	24	25	26	27
HB	31			

Regular	20
Sched A	
Sched B	1
Sched C	
Sched D	
Staff	
Total	21

June 2011				
M	T	W	T	F
		1	2	3
6	7	8/R	9/R	HB
14	15	16	17	18
21	22	23	24	25
28	29	30		

Regular	5
Sched A	2
Sched B	
Sched C	
Sched D	
Staff	
Total	7

Color Key (Identify "Other Schedules" entered in blank boxes)

They should match the "Other Schedules" on Page 2-Hours of Instr

	No Instruction	
HB	Holidays/No School	
CD	Count Days	
	Regular Day Schedule	
A	Partial Days	
B	Prof Dev/No Instr	
C	R/c Half Records/Half Conf	
R	Records Day/Staff Day	

District operates on: (check one)

District Wide Calendar

Individual Building Calendars

Directions: (This is in Excel format that may be modified as needed)

- Use color key to complete calendar - may modify colors but keep "no color" for the "Regular Day Schedule"
- Use "Other Schedule A thru D" for schedule variations. Identify the variation in Color Key block, i.e. "half-day", "MME Testing", etc.
- Manually total the days for each schedule in each month. Each month and Summary block will automatically total.

Summary-Total Scheduled Days	
Regular Daily Schedule	167
Partial Days	4
Total Days of Instr	171
Prof Dev	5
Rec/Conf	4
Staff	3
Total Scheduled Days	183

Transfer to Page 2 - Hours of Instruction

July 2010					Regular	August 2010					Regular	September 2010					Regular	October 2010					Regular
M	T	W	T	F	Sched A	M	T	W	T	F	Sched A	M	T	W	T	F	Sched A	M	T	W	T	F	Sched A
			1	2	Sched B	2	3	4	5	6	Sched B			PD	R	HB	Sched B					1	Sched B
5	6	7	8	9	Sched C	9	10	11	12	13	Sched C	HB	7	8	9	10	Sched C	4	5	6	7	8	Sched C
12	13	14	15	16	Sched D	16	17	18	19	20	Sched D	13	14	15	16	17	Sched D	11	12	13	14	15	Sched D
19	20	21	22	23	Other	23	NT	NT	NT	27	Other	20	21	22	23	24	Staff	18	19	20	21	22	Staff
26	27	28	29	30	Total	0	PD	PD			Total	27	28	29	30	Total	25	26	27	28	29	Total	

November 2010					Regular	December 2010					Regular	January 2011					Regular	February 2011					Regular
M	T	W	T	F	Sched A	M	T	W	T	F	Sched A	M	T	W	T	F	Sched A	M	T	W	T	F	Sched A
1	2	3/c	R/c	R/c	Sched B			1	2	3	Sched B	3	4	5	6	7	Sched B		1	2	3	4	Sched B
8	9	10	11	12	Sched C	6	7	8	9	10	Sched C	10	11	12	13	14	Sched C	7	8	9	10	11	Sched C
15	16	17	18	19	Sched D	13	14	15	16	17	Sched D	17	18	19	20	21	Sched D	14	15	16	17	18	Sched D
22	23	R	HB	HB	Staff	HB	HB	HB	HB	HB	Staff	24	25	26	27	28	Staff	21	22	23	24	25	Staff
PD	30				Total	HB	HB	HB	HB	HB	Total	31					Total	28					Total

March 2011					Regular	April 2011					Regular	May 2011					Regular	June 2011					Regular
M	T	W	T	F	Sched A	M	T	W	T	F	Sched A	M	T	W	T	F	Sched A	M	T	W	T	F	Sched A
	1	2	3	R	Sched B					HB	Sched B	2	3	PD	5	6	Sched B			1	2	3	Sched B
7	8	9/c	R/c	R/c	Sched C	HB	HB	HB	HB	HB	Sched C	9	10	11	12	13	Sched C	6	7	R	NI	HB	Sched C
14	15	16	17	18	Sched D	11	12	13	14	15	Sched D	16	17	18	19	20	Sched D	14	15	16	17	18	Sched D
21	22	23	24	25	Staff	18	19	20	21	22	Staff	23	24	25	26	27	Staff	21	22	23	24	25	Staff
28	29	30	31		Total	25	26	27	28	29	Total	HB	31				Total	28	29	30			Total

Color Key (Identify "Other Schedules" entered in blank boxes)

They should match the "Other Schedules" on Page 2-Hours of Instr

	No Instruction		No Instr/Moving/Staff
	Holidays/No School		
	Count Days		
	Regular Day Schedule		
	Partial Days		
	Prof Dev/No Instr		
	Half Records/Half Conf		
	Records Day/Staff		

District operates on: (check one)

District Wide Calendar

Individual Building Calendars

- Directions: (This is in Excel format that may be modified as needed)
1. Use color key to complete calendar - may modify colors but keep "no color" for the "Regular Day Schedule"
 2. Use "Other Schedule A thru D" for schedule variations. Identify the variation in Color Key block, i.e. "half-day", "MME Testing", etc.
 3. Manually total the days for each schedule in each month. Each month and Summary block will automatically total.

Summary-Total Scheduled Days

Regular Daily Schedule	167
Partial Days	2
Total Days of Instr	169
Prof Dev	5
Rec/Conf	4
Staff	5
Total Scheduled Days	183

Transfer to Page 2 - Hours of Instruction

Days of Instruction

OAISD 10/08

Grade(s): 6-8

School Year: 2010-11

July 2010				
M	T	W	T	F
			1	2
5	6	7	8	9
12	13	14	15	16
19	20	21	22	23
26	27	28	29	30

Regular _____
 Sched A _____
 Sched B _____
 Sched C _____
 Sched D _____
 Other _____
 Total 0

August 2010				
M	T	W	T	F
2	3	4	5	6
9	10	11	12	13
16	17	18	19	20
23	NT	NT	NT	27
PD	PD			

Regular _____
 Sched A _____
 Sched B 2
 Sched C _____
 Sched D _____
 Other _____
 Total 2

September 2010				
M	T	W	T	F
		PD	R	HB
HB	7	8	9	10
13	14	15	16	17
20	21	22	23	24
27	28	29	30	

Regular 18
 Sched A _____
 Sched B 1
 Sched C _____
 Sched D _____
 Staff 1
 Total 20

October 2010				
M	T	W	T	F
				1
4	5	6	7	8
11	12	13	14	15
18	19	20	21	22
25	26	27	28	29

Regular 21
 Sched A _____
 Sched B _____
 Sched C _____
 Sched D _____
 Staff _____
 Total 21

November 2010				
M	T	W	T	F
1	2	3/c	R/c	R/c
8	9	10	11	12
15	16	17	18	19
22	23	R	HB	HB
PD	30			

Regular 15
 Sched A 1
 Sched B 1
 Sched C 2
 Sched D _____
 Staff 1
 Total 20

December 2010				
M	T	W	T	F
		1	2	3
6	7	8	9	10
13	14	15	16	17
HB	HB	HB	HB	HB
HB	HB	HB	HB	HB

Regular 13
 Sched A _____
 Sched B _____
 Sched C _____
 Sched D _____
 Staff _____
 Total 13

January 2011				
M	T	W	T	F
3	4	5	6	7
10	11	12	13	14
17	18	19	20	21
R	25	26	27	28
31				

Regular 20
 Sched A _____
 Sched B _____
 Sched C _____
 Sched D _____
 Staff 1
 Total 21

February 2011				
M	T	W	T	F
	1	2	3	4
7	8	9	10	11
14	15	16	17	18
21	22	23	24	25
28				

Regular 20
 Sched A _____
 Sched B _____
 Sched C _____
 Sched D _____
 Staff _____
 Total 20

March 2011				
M	T	W	T	F
	1	2	3	PD
7	8	9/c	R/c	R/c
14	15	16	17	18
21	22	23	24	25
28	29	30	31	

Regular 19
 Sched A 1
 Sched B 1
 Sched C 2
 Sched D _____
 Staff _____
 Total 23

April 2011				
M	T	W	T	F
				HB
HB	HB	HB	HB	HB
11	12	13	14	15
18	19	20	21	22
25	26	27	28	29

Regular 15
 Sched A _____
 Sched B _____
 Sched C _____
 Sched D _____
 Staff _____
 Total 15

May 2011				
M	T	W	T	F
2	3	PD	5	6
9	10	11	12	13
16	17	18	19	20
23	24	25	26	27
HB	31			

Regular 20
 Sched A _____
 Sched B 1
 Sched C _____
 Sched D _____
 Staff _____
 Total 21

June 2011				
M	T	W	T	F
		1	2	3
6	7	8/R	9/R	HB
14	15	16	17	18
21	22	23	24	25
28	29	30		

Regular 5
 Sched A 2
 Sched B _____
 Sched C _____
 Sched D _____
 Staff _____
 Total 7

Color Key (Identify "Other Schedules" entered in blank boxes)
 They should match the "Other Schedules" on Page 2-Hours of Instr

	No Instruction	/R	Half Rec Day (PM)
HB	Holidays/No School	/C	Half Conf Day (PM)
CD	Count Days		
	Regular Day Schedule		
A	Partial Days		
B	Prof Dev/No Instr		
C	R/c Half Records/Half Conf		
	R Records Day/Staff		

District operates on: (check one)
 District Wide Calendar
 Individual Building Calendars

Directions: (This is in Excel format that may be modified as needed)

1. Use color key to complete calendar - may modify colors but keep "no color" for the "Regular Day Schedule"
2. Use "Other Schedule A thru D" for schedule variations. Identify the variation in Color Key block, i.e. "half-day", "MME Testing", etc.
3. Manually total the days for each schedule in each month. Each month and Summary block will automatically total.

Summary-Total Scheduled Days

Regular Daily Schedule	<u>166</u>
Partial Day	<u>4</u>
Total Days of Instr	<u>170</u>
Prof Dev	<u>6</u>
Rec/Conf	<u>4</u>
Staff	<u>3</u>
Total Scheduled Days	<u>183</u>

Middle School

Days of Instruction

OAISD 10/08

Grade(s): 9-12

School Year: 2010-11

July 2010				
M	T	W	T	F
			1	2
5	6	7	8	9
12	13	14	15	16
19	20	21	22	23
26	27	28	29	30

Regular _____
 Sched A _____
 Sched B _____
 Sched C _____
 Sched D _____
 Other _____
 Total 0

August 2010				
M	T	W	T	F
2	3	4	5	6
9	10	11	12	13
16	17	18	19	20
23	NT	NT	NT	27
PD	PD			

Regular _____
 Sched A _____
 Sched B 2
 Sched C _____
 Sched D _____
 Other _____
 Total 2

September 2010				
M	T	W	T	F
		PD	R	HB
HB	7	8	9	10
13	14	15	16	17
20	21	22	23	24
27	28	29	30	

Regular 18
 Sched A _____
 Sched B 1
 Sched C _____
 Sched D _____
 Staff 1
 Total 20

October 2010				
M	T	W	T	F
				1
4	5	6	7	8
11	12	R/c	14	15
18	19	20	21	22
25	26	27	28	29

Regular 20
 Sched A _____
 Sched B _____
 Sched C 1
 Sched D _____
 Staff _____
 Total 21

November 2010				
M	T	W	T	F
1	2	3	4	5
8	9	10	11	12
15	16	17	18	19
E	E/R	R	HB	HB
PD	30			

Regular 16
 Sched A 1
 Sched B 1
 Sched C _____
 Sched D 1
 Staff 1
 Total 20

December 2010				
M	T	W	T	F
		1	2	3
6	7	8	9	10
13	14	15	16	17
HB	HB	HB	HB	HB
HB	HB	HB	HB	HB

Regular 13
 Sched A _____
 Sched B _____
 Sched C _____
 Sched D _____
 Staff _____
 Total 13

January 2011				
M	T	W	T	F
3	4	5	6	7
10	11	12	13	14
17	18	19	20	21
24	25	R/c	27	28
31				

Regular 20
 Sched A _____
 Sched B _____
 Sched C 1
 Sched D _____
 Staff _____
 Total 21

February 2011				
M	T	W	T	F
	1	2	3	4
7	8	9	10	11
14	15	16	17	18
21	22	23	24	25
28				

Regular 20
 Sched A _____
 Sched B _____
 Sched C _____
 Sched D _____
 Staff _____
 Total 20

March 2011				
M	T	W	T	F
	MME	MME	MME	4
7	E	E/R	E/R	PD
14	15	16	17	18
21	22	23	24	25
28	29	30	31	

Regular 19
 Sched A 2
 Sched B 1
 Sched C _____
 Sched D _____
 Staff 1
 Total 23

April 2011				
M	T	W	T	F
				HB
HB	HB	HB	HB	HB
11	12	13	14	15
18	19	EC	21	22
25	26	27	28	29

Regular 15
 Sched A _____
 Sched B _____
 Sched C _____
 Sched D _____
 Staff _____
 Total 15

May 2011				
M	T	W	T	F
2	3	PD	5	6
9	10	11	12	13
16	17	18	19	20
23	24	25	26	27
HB	31			

Regular 20
 Sched A _____
 Sched B 1
 Sched C _____
 Sched D _____
 Staff _____
 Total 21

June 2011				
M	T	W	T	F
		1	GR	3
6	E	E/R	E/R	HB
14	15	16	17	18
21	22	23	24	25
28	29	30		

Regular 4
 Sched A 2
 Sched B _____
 Sched C _____
 Sched D 1
 Staff _____
 Total 7

Color Key (Identify "Other Schedules" entered in blank boxes)

They should match the "Other Schedules" on Page 2 - Hours of Instr

	No Instruction	MME	MME /Full Day Instr
HB	Holidays/No School	R	Records Day/Staff
CD	Count Days/Day of Instr	EC	Evening Conf/Full Day Instr
	Regular Day Schedule	GR	Evening Graduation
E/R	Exam/Records Day-Half Day Half Day Instr.		
PD	Prof Dev/No Inst		
R/c	Records/Conferences		
E	Exam/Full Day Instr.		

District operates on: (check one)

- District Wide Calendar
 Individual Building Calendars

Directions: (This is in Excel format that may be modified as needed)

- Use color key to complete calendar - may modify colors but keep "no color" for the "Regular Day Schedule"
- Use "Other Schedule A thru D" for schedule variations. Identify the variation in Color Key block, i.e. "half-day", "MME Testing", etc.
- Manually total the days for each schedule in each month. Each month and Summary block will automatically total.

Summary-Total Scheduled Days

Regular Daily Schedule	<u>165</u>
Partial Day	<u>5</u>
Prof Dev	<u>6</u>
Rec/Conf	<u>2</u>
Exam/MME	<u>5</u>
Total Days of Instr	<u>175</u>
Records/Staff	<u>3</u>
Total Scheduled Days	<u>183</u>

Transfer to Page 2 - Hours of Instruction

ARTICLE XXVIII
Duration of Agreement

This agreement shall be effective as of the 23rd day of August, 2009, and shall continue in effect until the 22nd day of August, 2011. This Agreement shall not be extended orally, and it is expressly understood that it shall expire on the date above indicated. Any changes in any provisions of this Agreement shall be applied only prospectively from the date of ratification unless expressly stated otherwise in the provision.

EDUCATION ASSOCIATION

By *Amy Cahalan*
Its President

By *[Signature]*
Its Secretary

By *Andy Mousseau*
Negotiating Committee Chairperson

By *Brandon Weig*
Negotiating Committee Person

By *Valerie A. Watson*
Negotiating Committee Person

By *[Signature]*
Negotiating Committee Person

By *Kathie Oakes*
Executive Director

BOARD OF EDUCATION

By *Carolee Dietering*
Its President

By *Chris A. Glatz*
Its Vice President

By *Jocanne Perry*
Its Secretary

By *John Semin*
Its Treasurer

By *David M. Davis*
Member

By *Carl W. Truttler*
Member

By *Barb Huck*
Member

By *[Signature]*
Superintendent of Schools