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8/31/99

**Master
Agreement**

for the

**WEST OTTAWA
PUBLIC SCHOOLS**

and the

**WEST OTTAWA
EDUCATION
ASSOCIATION**

1997 - 1999

West Ottawa Public Schools

The first part of the document discusses the importance of maintaining accurate records of all transactions. It emphasizes that every entry, no matter how small, should be recorded to ensure the integrity of the financial statements. This includes not only sales and purchases but also expenses and income. The document provides a detailed explanation of how to categorize these transactions correctly, ensuring that they are recorded in the appropriate accounts.

The second part of the document focuses on the process of reconciling the accounts. It explains how to compare the company's records with the bank statements to identify any discrepancies. This process is crucial for detecting errors and preventing fraud. The document provides a step-by-step guide to performing a reconciliation, including how to investigate and resolve any differences.

The third part of the document discusses the preparation of financial statements. It explains how to use the recorded transactions to calculate the company's profit and loss, assets, and liabilities. The document provides a detailed explanation of how to format these statements and how to present them to management and other stakeholders. It also discusses the importance of providing a clear and concise summary of the company's financial performance.

The fourth part of the document discusses the importance of maintaining accurate records of all transactions. It emphasizes that every entry, no matter how small, should be recorded to ensure the integrity of the financial statements. This includes not only sales and purchases but also expenses and income. The document provides a detailed explanation of how to categorize these transactions correctly, ensuring that they are recorded in the appropriate accounts.

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MASTER AGREEMENT
for the
WEST OTTAWA PUBLIC SCHOOLS
1997-1999

AGREEMENT

This Agreement made and entered into this 15th day of August, 1997, by and between the WEST OTTAWA SCHOOL DISTRICT, Ottawa County, Michigan, hereinafter referred to as the District, and the WEST OTTAWA EDUCATION ASSOCIATION, hereinafter referred to as the Association.

**ARTICLE I
PURPOSE AND INTENT**

1.01 The District and the Association recognize: That their joint objective is to provide a quality education to the students of the District, and that the quality of the education provided depends upon the dedication, preparation, and morale of the teaching staff and upon the effectiveness and efficiency of the Administration. The provisions of this Master Agreement set forth the specific rights and obligations of the parties to this Agreement in attempting to work toward the goals stated in this section.

1.02 Being engaged in a mutual endeavor in the public interest, the District and the Association encourage fair and harmonious relations between their respective representatives at all levels.

1.03 In the above spirit and pursuant to the requirements of Act 336 of the Michigan Public Acts of 1947 as amended by Act 379 of the Michigan Public Acts of 1965, the District and the Association herein set forth their Agreement with respect to rates of pay, wages, hours and other terms and conditions of employment of all individuals included in the Bargaining Unit as defined in Article II who are covered hereby, insofar as such matters are not controlled by applicable Michigan Laws, such Laws superseding anything which may be contained herein.

**ARTICLE II
RECOGNITION**

2.01 **BARGAINING UNIT** Pursuant to and in accordance with applicable provisions of Act 336 of the Michigan Public Acts of 1947, as amended by Act 379 of the Michigan Public Acts of 1965, the District hereby recognizes the Association as the sole bargaining agent for purposes of collective bargaining in respect to rates of pay, wages, hours of employment or other conditions of employment for those employees of the District, described as all full-time classroom teachers, all part-time classroom teachers, substitute teachers, vocational instructors, consultants, counselors, deans of students, special education teachers, librarians, specialists, psychologists, social workers, nurses and all other professional employees of the District. It is understood that all supervisory, administrative, and executive personnel, including, but not limited to, superintendents, assistant superintendents, principals, and assistant principals, and all other employees not specifically included as part of the bargaining unit as mentioned above shall not be covered by this Agreement.

2.02 **SUPERVISORS** Supervisory personnel are employees of the District whose principal responsibility and authority as defined in the job description is to hire, assign, transfer, evaluate, reprimand, or otherwise direct the work responsibilities of employees of the District, using independent judgment.

Teachers performing these functions in relation to non-professional employees or performing any of the supervisory functions on a limited basis shall not be considered supervisors.

ARTICLE III DISTRICT RIGHTS

3.01 The District retains exclusively all of its legal customary and normal functions of management of the affairs of the District including (but not limited to) the determination of the number and types of schools and the location, schedule, curriculum and staffing thereof, the hiring, transfer, promotion and demotion of its employees, the establishment and enforcement of rules to maintain efficiency of discipline among its employees, and the suspension, discipline, and discharge of its employees for cause. The Board retains all rights except those limited by the specific terms of this Agreement.

ARTICLE IV ASSOCIATION RIGHTS

4.01 **WOEA REPRESENTATIVES** The Association shall keep the Superintendent informed of the names of its President, Chief Negotiator, Grievance Chairperson, and Association Representatives.

4.02 **BULLETIN BOARDS** Bulletin board space will be made available to the Association for posting notices of Association activities, provided that requests for posting such material will be coordinated with the administration involved as to the appropriate bulletin board to be used.

4.03 **USE OF EQUIPMENT AND FACILITIES** The Association will be allowed to use equipment and facilities for Association meetings and other business. Materials used by the Association for Association business shall be provided and paid for at cost.

4.04 **FURNISHING INFORMATION** The Board agrees to furnish the Association Executive Board members, in response to reasonable requests, all normally available information in the form kept by the District concerning finance and information, not legally classified confidential by the District, concerning personnel covered by the Agreement.

4.05 **WOEA MEETINGS** Members of the WOE Executive Board will be excused from any staff meetings to attend WOE Executive Board meetings, which shall be scheduled on the first Monday that school is in session each month. The WOE may schedule up to three membership meetings each school year, and no staff meetings will be called for that day providing advance notice is given to the administration.

**ARTICLE V
REPRESENTATION FEES**

5.01 **SERVICE FEE** Each bargaining unit member shall, as a condition of employment, on or before thirty (30) days from the date of commencement of duties or the effective date of this Agreement, whichever is later, either (1) join the Association, or (2) pay a Service Fee to the Association, pursuant to the Association's "Policy Regarding Objections to Political-Ideological Expenditures" and the Administrative Procedures adopted pursuant to that policy. The Service Fee shall not exceed the amount of association dues collected from association members. The bargaining unit member may authorize payroll deduction for such fee. In the event that the bargaining unit member shall not pay such Service Fee directly to the Association, or authorize payment through payroll deduction, the District shall, pursuant to MCLA 408.477; MSA 17.277(7) and at the request of the Association, deduct the Service Fee from the bargaining unit member's wages and remit same to the Association. Payroll deductions made pursuant to this provision shall be made in equal amounts, as nearly as may be, from the paychecks of each bargaining unit member.

5.02 **MEA POLICY** Pursuant to *Chicago Teachers Union v Hudson*, 106 S Ct 1066 (1986), the Association has established a "Policy Regarding Objections to Political-Ideological Expenditures." That Policy, and the administrative procedures (including the timetable for payment) pursuant thereto, applies only to bargaining unit members who are not members of the Association. The remedies set forth in that Policy shall be exclusive, and unless and until such procedures, including any administrative or judicial review thereof, shall have been availed of and exhausted, no dispute, claim or complaint by an objecting bargaining unit member concerning the application and interpretation of this Article shall be subject to the grievance procedure set forth in this Agreement, or any other administrative or judicial procedure.

5.03 **INDEMNIFICATION** In the event of any legal action against the District brought in a court or administrative agency because of its compliance with this Article, the Association agrees to defend such action, at its own expense and through its own counsel, provided:

- A. The District gives timely notice of such action to the Association and permits the Association intervention as a party if it so desires, and
- B. The District gives full and complete cooperation to the Association and its counsel in securing and giving evidence, obtaining witnesses, and making relevant information available at both trial and appellate levels.
- C. The Association shall have complete authority to compromise and settle all claims which it defends under this section.

- D. The damages have not resulted from the negligence, misfeasance, or malfeasance of the Board or its agents.

The Association agrees that in any action so defended, it will indemnify and hold harmless the District from any liability for damages and costs imposed by a final judgment of a court or administrative agency as direct consequence of the District's compliance with this Article V.

5.04 **PAYROLL DEDUCTION-DUES** Any bargaining unit member who is a member of the Association, or who has applied for membership, may sign and deliver to the District an assignment authorizing deduction of dues, assessments and contributions in the Association as established by the Association. Such authorization shall continue in effect from year-to-year unless revoked according to the procedures outlined in the MEA Constitution, Bylaws and Administrative Procedures. Pursuant to such authorization, the Employer shall deduct such dues, assessments and contributions from the regular salary checks of the bargaining unit members on a schedule as arranged by the Association membership chairperson and the payroll office. The District shall remit all dues and fees deducted to the Association in a timely manner.

5.05 **TIMELINES** Due to certain requirements established in recent court decisions, the parties acknowledge that the amount of the fee charged to non-members along with other required information may not be available and transmitted to non-members until mid school year (December, January, or February). Consequently, the parties agree that the procedures in this Article relating to the payment or non-payment of the representation fee by non-members shall be activated thirty (30) days following the Association's notification to non-members of the fee for that given school year.

ARTICLE VI TEACHER RIGHTS

6.01 **RECOMMENDATIONS TO BOARD** Teachers may make recommendations to the Board for the Board's consideration in establishing the goals and objectives of the District. These goals and objectives should reflect the desires and ideals of the community. The teachers may make recommendations regarding material selection and they will carry out appropriate instruction within the instructional guidelines of the District.

6.02 **TEACHER DISCIPLINE** No written reprimand shall be placed in a teacher's file nor shall more stringent discipline be taken without just cause. A teacher shall be entitled to have present a representative of the Association during any such disciplinary action and shall be so advised before any action is taken.

In the event discipline is necessary, the District agrees to follow a policy of progressive discipline unless the Board determines the teacher's action was of a nature that requires more serious measures.

6.03 **INDIVIDUAL CONTRACTS** The parties, at this time, recognize the need and validity of individual contracts of employment for migrant teachers and teachers who teach beyond the normal school year between the District and employees who are covered by the Agreement. The District agrees not to eliminate, for individual employees in said contracts, rights or benefits specifically granted hereunder.

6.04 **LUNCH PERIOD** All teachers shall be provided a duty-free lunch period of at least thirty (30) minutes.

6.05 **COMPLAINT PROCEDURES** Any report of unsatisfactory conduct or any unsatisfactory report submitted by parents, students, other teachers, or based on any other sources of information shall be discussed with the teacher before it is included in the teacher's record and the teacher will be given an opportunity to respond to the report. If the finding is affirmed by the administration on review, it shall be included in the teacher's file. If the finding is not affirmed, all references to it will be deleted from the teacher's file forever.

A complaint against a teacher may not be used as a basis for disciplinary action unless such complaint was called to the attention of the teacher within ten (10) work days from the receipt of said complaint.

When a teacher has engaged in conduct that is minor in nature and it is the first time such conduct has occurred, the administrator may issue an oral warning. Article 6.05 of the Master Agreement is not applicable in this situation. This does not, however, prohibit the administrator from keeping an anecdotal record of this action, provided that this anecdotal record will not be placed in the teacher's personnel file.

6.06 **ASSAULTS ON TEACHERS** The parties recognize their mutual responsibility to provide the maintenance of control and discipline in the classroom. In the event of an assault upon a teacher while in the performance of his/her duty, the District shall render all reasonable assistance to the teacher in connection with the handling of the incident by law enforcement and judicial authorities. Time lost, by reason of any assault, shall not be charged against the teacher. However, losses compensated for by Worker's Compensation shall not be compensated under this section.

6.07 **MAILBOXES** Each teacher shall be provided with a mail box. Teachers shall be allowed to use the Intra-school service.

6.08 **TEACHING SUPPLIES** Teachers shall be provided with the supplies, furniture and equipment necessary to teach with and sufficient workroom space in which to prepare. It is understood that the Board will not guarantee this provision at the same level as was provided last year. Any alleged violation shall be subject to the grievance procedure through the Board level.

6.09 **TEACHERS' LOUNGE** Each school building in the District shall have at least one lounge designated for teachers.

6.10 **PARKING** Each school building shall have adequate off-street parking designated for teachers.

6.11 **REIMBURSEMENT FOR DAMAGE**

- A. The District agrees to reimburse teachers for destruction clothing and/or glasses due to an assault on a teacher by pupil, provided:
 - 1. That in the opinion of the Principal or Immediate Supervisor the teacher was exercising reasonable care in dealing with the student.
 - 2. Within three (3) days of the occurrence the teacher shall file a written report with the building supervisor detailing the incident.
 - 3. The District will reimburse teachers for a reasonable amount.
 - 4. Teachers may be required to submit evidence of the amount of damage done.
- B. Teachers who have personal teaching equipment stolen, damaged, or destroyed from their classroom, shall be reimbursed the replacement cost of such equipment provided the principal has received a written list of the personal equipment that the teacher has in the building.
- C. Teachers who have insured vehicles on the District's premises which are stolen or damaged (through no fault of the teacher) shall be reimbursed for such property by the District less any insurance settlements. The damage or theft must be properly reported to the police and building administrator immediately after the discovery of the damage or loss.

6.12 **ADEQUATE CLASSROOMS** Classrooms shall be adequate for the subjects being taught.

6.13 **NON-DISCRIMINATION** The Board shall not knowingly discriminate against and/or between teachers on the basis of their race, creed, religion, color, national origin, ancestry, age, sex, marital status, and/or physical characteristics.

ARTICLE VII TEACHER EVALUATION

7.01 All monitoring or observation of a teacher's work performance relating to formal evaluation shall be conducted openly and with the full knowledge of the teacher in accordance with the policies adopted by the District. Evaluation Form AF 8-95 shall be provided to each teacher at the beginning of the school year.

7.02 These evaluations or appraisals shall be conducted and reported in accordance with the "Teacher Appraisal Form" number AF 8-95.

7.03 Each appraisal for non-tenured teachers shall be based on at least two (2) classroom observations, held at least sixty (60) days apart. Evaluation conferences shall take place no later than two (2) weeks after the time of the administrator's observations that are the basis of the evaluation. At the close of the conference, both the teacher and the evaluator shall sign the evaluation report form indicating that it has been discussed.

7.04 The teacher shall have the right and opportunity to attach a written statement to any evaluation form explaining the teacher's reaction to the evaluation.

7.05 Evaluations shall be conducted by the teacher's immediate supervisor. In the case where teachers have several supervisors, one shall be designated for all evaluations for the school year. Should the designated supervisor not be available, another supervisor may be designated by the Board. Only certified administrators OR administrators who were issued an administrator's certificate prior to the state's discontinuation of said certificate OR administrators in a planned Educational Leadership Program OR non-certified administrators who have earned both a teaching certificate and a masters degree or higher in school administration shall be permitted to evaluate.

7.06 Required appraisals shall take place by May 1 for tenured teachers, and by April 1 for probationary teachers. Any probationary or tenured teacher experiencing problems that may result in the overall performance for the year being deemed unsatisfactory shall have his/her appraisal completed and the written copy received by March 1.

7.07 Normally, if more than one observation is made in a semester, it shall be conducted at a different hour of the day than the previous observation(s).

7.08 Any performance evaluations and/or Individualized Development Plans (IDP) provided for in the Michigan Teachers Tenure Act shall be included in the terms "evaluation" or "appraisal" as used in this Article, and shall be governed by the provisions herein.

7.09 Any Individualized Development Plan (IDP) for probationary teachers (or for tenured teachers deemed unsatisfactory) developed pursuant to the Michigan Teachers Tenure Act shall include the following:

- A. An Individualized Development Plan (IDP) is a plan developed by the administrator and the teacher listing goals and objectives for the teacher's professional growth.
- B. The teacher and administrator shall meet to consult about the IDP;
- C. The IDP shall be based on the Performance Areas found in the Teacher Appraisal Form (AF 8-95), and shall be developed by the teacher and the administrator.
- D. The IDP shall be in writing, on the form found in Schedule F-3, with a copy to the teacher and the administrator.
- E. In the spring, the administrator will review the teacher's progress with the teacher, and then fill out the "progress" section of the IDP. The administrator shall describe the progress made that year in reaching the goals contained in the IDP and make suggestions for the following school year.

7.10 During their second and third years in the evaluation process, tenured teachers shall fill out their "Personal Development Goals" for professional growth and self-reflection. In the spring, the "self-reflection" section shall be completed by the teachers, and a discussion shall be held with each teacher and the administrator. The teachers retain this appraisal form for their records, it is not to be placed in their personnel files.

ARTICLE VIII GRIEVANCE PROCEDURE

8.01 The primary purpose of this procedure is to secure, at the lowest level possible, equitable solutions to the problems which are subject to this procedure. Both parties agree that these proceedings shall be kept as confidential as may be appropriate at each step of the procedure. Nothing contained herein shall be construed as limiting the right of any teacher with a grievance to discuss the matter informally with any appropriate member of the administration in an effort to resolve matters without recourse to the grievance procedure. Teachers are encouraged to discuss the matter informally with any appropriate administrator prior to filing the grievance at Step One.

8.02 A claim by a teacher or the Association that there has been a violation, misinterpretation or misapplication of any provision of this Agreement or a violation, misinterpretation or inconsistent application of any Board policy or regulation involving wages, hours, and/or conditions of employment may be processed as a grievance in accordance with the procedures contained herein.

It is recognized by the parties that the Board reserves the sole and exclusive right to change, modify or revise, in any manner the Board deems appropriate, any policy or regulation of the Board in existence or hereinafter adopted and such action by the Board shall not be subject to the grievance procedure by any teacher, or the Association, provided such change, modification or revision does not violate the express and specific terms of this Agreement.

NOTE: The term "days" when used in this article means work days, and the number of days indicated at each step are to be considered as maximum.

8.03 Step One - Immediate Supervisor

- A. A grievance may be filed in writing with the principal or appropriate administrator within twenty (20) days from the time the grievance is known or should have been known to exist.
- B. The grievance shall be identified as "individual" or as "Association."
- C. The principal or appropriate administrator will meet with the grievant and/or the Association within ten (10) days after receiving the grievance. The principal or appropriate administrator will respond in writing within ten (10) days of this grievance meeting.

8.04 Step Two - Superintendent

In the event the aggrieved person is not satisfied with the disposition of his grievance at Step One, or if no decision has been communicated within ten (10) days after presentation of his grievance at Step One, he may within ten (10) days file a copy of the grievance with the Association's Grievance Committee. If the Committee decides that there is a legitimate grievance, the grievance shall be presented to the Superintendent within ten (10) days. The Superintendent will meet with the grievance committee within ten (10) days after receiving the grievance, and shall complete his decision in writing within ten (10) days after this joint meeting.

8.05 Step Three - Board

In the event the Grievance Committee is not satisfied with the disposition of the grievance at Step Two, or if no decision has been stated in writing within ten (10) days from the date of the joint meeting, the Grievance Committee may within ten (10) days refer the grievance to a committee of the Board of Education as appointed by the Board. Within fifteen (15) days of receipt of the grievance, the committee of the Board shall meet with the Association's Grievance Committee for the purpose of arriving at a mutually satisfactory solution to the grievance. A

decision shall be arrived at and transmitted to the Association within ten (10) days after the meeting.

Only the Association may appeal a grievance beyond the board level.

8.06 Step Four - Arbitration

- A. In the event the grievance is not satisfactorily resolved at Step Three, or if no decision is reached within the ten (10) day period, the Association shall have the right to appeal to arbitration by submitting its written notice of intent to arbitrate within fifteen (15) days of the answer at Step Three.
- B. The arbitrator shall be selected jointly by the Association's Grievance Committee and the Board. The costs and expenses of the arbitrator shall be shared equally by the Board and the Association.
- C. If the two parties cannot agree on the selection of the arbitrator, then the services of the American Arbitration Association shall be used and selection shall be made in accordance with the rules of the American Arbitration Association. During all proceedings in connection with the arbitration, the rules of the A.A.A. shall be observed.
- D. The decision of the arbitrator shall be final and binding.
- E. The authority of the arbitrator shall be limited to interpretation of this Agreement and the arbitrator shall have no authority to add to, detract from, or vary the terms of the Agreement.
- F. It is further recognized that the following matters are not subject to the arbitration procedures:
 - 1. The failure to re-employ any probationary teacher. However, all matters regarding layoff and recall under Section 9.06 of this contract shall be fully arbitrable.
 - 2. Failure to re-employ any teacher to a position on Schedule B.
 - 3. Ratings and comments on teacher evaluations, except that teacher evaluations used as a basis for a written reprimand, discipline, and/or discharge shall be arbitrable.

[NOTE: The District and Association agreed that paragraph 3 is still open to negotiations as part of the teacher file issue.]

4. The filling of administrative and supervisory positions, so long as consideration is given in compliance with 9.03 of this Agreement.
5. Any procedure that is subject to the specific procedures under the Teacher Tenure Act.
6. Any claim or complaint in which the teacher has initiated remedial procedures via a forum established by law or by regulation having the force of law.

8.07 The Association and the Board may mutually agree to waive one or more of the steps in the grievance procedure in an effort to expedite the solution of the grievance. Every effort should be made to expedite the process. In the absence of the principal or superintendent, his officially designated representative shall be responsible to carry out the grievance procedure.

8.08 Failure of the Association or the aggrieved to advance a grievance through the grievance procedure within the established time limits shall result in said grievance being considered withdrawn without prejudice to future grievances of a similar nature. If the Administrator or Board fails to respond to each step according to the established time limits, the grievance shall automatically be moved to the next step in the grievance procedure.

8.09 The time limits may be extended by mutual consent.

8.10 Any grievant may have present at any meeting or hearing at any step of the grievance procedure Association Grievance Committee members, Association officers and/or an Association representative.

8.11 An Association grievance may, at the Association's option, commence in writing at either Step One or Step Two of the grievance procedure.

8.12 No reprisals of any kind shall be taken by or against any party of interest or any participant in the grievance procedure by reason of such participation.

8.13 All documents, communications and records dealing with a grievance shall be filed separately from the personnel files of all participants.

8.14 Access shall be made available to all parties of all public documents, communications and/or records upon which any party relies in the course of processing a grievance, but shall not include access to material which the District classifies as confidential information -- parts of the personnel file such as letters of recommendation, written and received, college credentials, and items of similar nature.

8.15 Meetings relating to grievances, and investigation, discussion or processing of grievances shall be done outside normal class hours unless mutually agreed otherwise.

8.16 Nothing contained herein shall be construed to prevent any teacher from presenting a grievance and having the grievance adjusted without the intervention of the Association, if the adjustment is not inconsistent with the terms of this Agreement, provided that the Association has been given opportunity to be present at such adjustment, and further provided that individual teachers may only present grievances through the Board step. Only the Association has the authority to appeal a grievance to arbitration.

ARTICLE IX VACANCIES, PROMOTIONS, AND TRANSFERS

9.01 **HIRING QUALIFIED, CERTIFICATED PERSONNEL** The District recognizes the desirability of hiring qualified personnel. In making its decision in filling vacancies the District will continue to do so with qualified, certificated personnel for teaching positions as required when practical.

Contracts will not be offered to new persons (for teaching positions requiring certification) who do not possess or are having processed a valid certificate until July 15 of any year and only then if there are no certificated personnel applying for such teaching positions who are acceptable in the District's judgment.

The Board shall notify the Association in situations where the vacancy calls for a certificated person for the teaching position, but where a person who is not certificated is being considered. The Association will be notified so that it may make suggestions regarding the decision to hire.

In the event that an appropriate certified person cannot be found to fill the position of In-school Suspension Supervisor, it is understood that a non-certified person may be hired. It is further understood that a non-certified person may be hired for the position of detention monitor.

9.02 **COMING YEAR'S ASSIGNMENT** Returning teachers will be informed of the coming year's assignment by the close of the current school year. If the assignment is uncertain, the teacher will be so notified at the close of the current school term. If the teacher has been notified that his assignment is uncertain, he will be notified of a new assignment or a new preparation by July 1, or as soon thereafter as possible. A new preparation is one which a teacher has not taught within the last three years.

9.03 **CHANGE IN ASSIGNMENT** Any change in assignment will be handled as follows: If the District determines that it is necessary to change assignments pursuant to this section, the administration will send written notification by certified mail to the teacher's last known mailing address (as provided by the teacher) of such an anticipated change in assignment. No final decision will be made by the administration unless the teacher to whom the communiqué is sent fails to respond within two weeks after having been sent the

notification of the anticipated change. If the teacher responds and wishes to discuss the change, a conference will be held.

9.04 **INVOLUNTARY TRANSFERS** If all other conditions are deemed equal by the District, then the least senior teacher who is certificated and qualified will be involuntarily transferred before more senior teacher(s).

9.05 **APPLICATION PROCESS**

- A. **POSTING** The Board shall post in each building and on voice mail, via a number designated by the Human Resources office, all openings in teaching positions, extracurricular positions, and administrative or supervisory positions for at least five (5) school days prior to making the final selection. The posting may be replaced by a notice in every teacher's mail box at least two (2) school days prior to final selection. If these openings should come up during a vacation period of more than three (3) days, postings shall be mailed to the Association president and to all teachers who've requested summer postings, and the posting period shall be lengthened to seven (7) calendar days.
- B. **STATEMENT OF INTEREST: SCHEDULE A POSITIONS** Any teacher interested in any vacancy or anticipated vacancy shall file a Statement of Interest with the Office of Human Resources. This Statement of Interest shall be renewed every three years to be deemed current and shall be considered an application.
- C. **STATEMENTS OF INTEREST: ADMINISTRATOR/ SUPERVISORY POSITIONS**. A teacher may file a statement of interest in any administrative or supervisory positions for which the teacher might wish to be considered. Such statement of interest should be in writing and should be delivered to the Superintendent of Schools. Such statement of interest shall be renewed every three years to be deemed current and shall be considered an application. Such statements of interest will be considered along with other applications from inside and outside the District in the event of an opening for administrative or supervisory positions.
- D. **STATEMENTS OF INTEREST: SCHEDULE B POSITIONS**. A teacher may file a statement of interest in any Schedule B positions for which the teacher might wish to be considered. Such statement of interest should be in writing and should be delivered to the Superintendent of Schools. Such statement of interest shall be renewed every three years to be deemed current and shall be considered an application. Such statements of interest will be considered along with other applications from inside and outside the District in the event of an opening for a Schedule B assignment.

E. SCHEDULE B POSTINGS:

1. District-wide Schedule B job openings will continue to be posted district-wide in each building, and the application shall be made directly to the Assistant Superintendent for Human Resources.
2. Schedule B job openings which apply to a particular building and can only be filled by a teacher in that building shall be posted district-wide, but the application shall be made to the building principal. This shall be stated on the posting -- "apply to building principal directly."

9.06 STAFFING PROCEDURES. The following provisions shall apply to staffing procedures.

- A. In case of openings in teaching positions covered by this Agreement, the District shall consider all qualified applicants who file a statement of interest, giving preference in filling the position to currently employed teachers in the District when in the judgment of the administration the candidate(s) from the District are equally or better qualified than outside candidates. If more than one teacher applies for a single position, preference shall be given in order of seniority.
- B. If there are no qualified applicants from within the District, any remaining vacancies shall then be posted externally, or outside the District. Internal applicants may apply or reapply during the external posting process.
- C. In the event that there is an excess of teachers at a particular grade level in one elementary building and a vacancy at that grade level in another building, an involuntary transfer may occur. The involuntary transfer shall be the teacher of lowest seniority at that grade level in that building. Grade level for purposes of this paragraph shall be either K-2 or 3-5.
- D. A vacancy resulting from a leave of one (1) year or less, to which a teacher on leave has a right to return, shall be considered a "temporary vacancy."
 1. If the leave is expected to be for less than one (1) semester, the District may fill the vacancy with a guest teacher without posting.
 2. If the leave is expected to be for one (1) semester or more, up to and including one (1) year, the vacancy will be posted. The posting shall state that the position is a temporary vacancy, and shall include the expected duration of the leave.
 3. If the teacher on leave does not return, the vacancy shall be posted as a permanent vacancy for the following school year.

4. If a guest teacher fills a temporary vacancy and is subsequently hired as the permanent teacher for the position, the guest teacher will be given seniority credit and probationary credit for the time that s/he filled the vacancy as a guest teacher.
- E. A vacancy resulting from a leave of longer than one (1) year shall be considered a "permanent vacancy" and shall be posted and filled in accordance with the normal procedure for posting vacancies.
- F. A vacancy that occurs before October 1 shall be posted and filled as a permanent vacancy for that school year. A vacancy that occurs on October 1 or later may be ~~posted and~~ filled with a guest teacher for the remainder of that school year, and shall be posted as a permanent vacancy for the following school year.
- G. It is expressly understood that the layoff/recall provisions have preference over the above staffing procedures, and that in the event of a conflict, these staffing procedures shall be waived or modified as necessary to effectuate the staff reduction provisions contained herein.

9.07 **INTER-DISTRICT PROGRAM TRANSFERS** When the District cooperates in the transfer of a teacher and a program from another district into the West Ottawa School District, the teacher moved with the program upon transfer into the District shall be treated for purposes of tenure status, placement on Schedule A, and other benefits, on the same basis as if the teacher had been conducting the program in the West Ottawa District provided, however, that in no case shall the teacher receive benefits in excess of the maximum limits set for other employees in the District with similar experience and training. When the transfer of a program and teacher is to another district, the West Ottawa District recognizes a responsibility to assist the teacher during the transitional stage of the transfer of the program and teacher.

9.08 **STAFF REDUCTION**. In the event it becomes necessary to reduce the teaching staff, the following procedures will be utilized:

- A. Certification shall be defined as follows: Possessing a Michigan certificate valid for the teaching level.
- B. Qualified.
 1. K-6 qualified shall mean possessing an elementary certificate for teaching in non-specialized areas, or a middle school certificate valid for the teaching assignment.
 2. 7-8 qualified shall mean possessing an elementary certificate for teaching in non-specialized areas or possessing a middle school or secondary certificate with a major or minor in the particular teaching assignment.

3. 9-12 qualified shall mean certification in the subject areas as defined by the State and a sufficient number of credit hours in that subject area to meet accrediting agency standards.
 4. K-12 qualified in specialists areas means possessing proper certificate endorsements or equivalent hours appropriate to the teaching assignment and sufficient credits to meet accrediting agency standards. Specialist areas are Special Education, Art, Industrial Technology, Consumer Home Economics, Music, Physical Wellness, Guidance/Counseling, Library/Media Personnel and other such positions requiring specialized endorsements for appropriate certification.
 5. Persons in specific positions as of the start of the 1982-83 school year for which they do not meet the standards described herein, shall, nevertheless, be considered qualified for as long as they occupy said specific positions.
- C. **SENIORITY** Seniority shall be defined as: the length of continuous service in the bargaining unit. Persons who were employed as administrators in the District on September 1, 1981, will retain seniority they earned under previous contract prior to September 1, 1979, so long as they remain continuously employed in this District.

If two or more persons have equal seniority and both are eligible for a given position, their seniority shall be determined by the highest last four digits of their social security numbers.

- D. Teachers with special certificates in the specific positions being reduced or eliminated will be laid off first, provided there are certified and qualified teachers remaining to replace and perform all of the teaching duties of the laid off teachers.
- E. Probationary teachers in the specific positions being reduced or eliminated will be laid off in inverse order of seniority, so long as there are more senior teachers who are certificated and qualified to replace and perform all of the teaching duties of the laid off teachers.
- F. If further reduction is required after using the steps outlined in paragraph 4 and paragraph 5 above, tenure teachers in the specific positions being reduced or eliminated will be laid off in inverse order of seniority provided there are certificated and qualified teachers remaining to replace and perform all of the teaching duties of the laid off teachers.

Teachers laid off under this procedure may displace the most junior teacher in the system in positions for which the laid off teacher is certificated and qualified.

- G. The Board shall maintain a current list of seniority. Not later than November 1 of each year, the District shall provide the Association president with a current seniority list.
- H. Written notice of layoff shall be given to affected teachers no later than July 1, prior to the school year in which the layoff is scheduled to take effect.
- I. All laid off teachers shall be recalled, when conditions so allow, in the order of their seniority provided they are certificated and qualified to teach the available positions.
1. A person being recalled shall be notified by registered mail and shall have ten (10) days from the time the notice is received to reply and/or report to work, but may state his position in writing any time before the end of the ten day period.
 2. A person being recalled to less than a full-time position may reject such a position without losing his right to recall.
 3. A person being recalled to less than a full-time position may accept such a position, and still retain the right to accept the first full-time position that he would otherwise be entitled to.
 4. A person being recalled who is under a teaching contract employment of one year or less with another employer, which is a recognized educational institution, may reject a recall which would be effective during the term of the contract with the other employer without losing his/her future right to recall. At the conclusion of the current contract with the other employer, said teacher may displace a less senior teacher in the district provided he/she is certificated and qualified for such a position.
 - a. When a teacher receives a recall notice at least sixty days before the beginning of the semester for which the teacher is being recalled, the teacher shall make a written request directed to his/her present employer to be released from that contract with a copy of the written request and reply sent to the West Ottawa Superintendent.
 - b. If the current employer timely agrees to release the teacher without penalty, the teacher shall return according to the terms of the recall notice.
 - c. In the event the teacher fails to request the release as set forth in paragraph 1 above, or if the teacher is released and fails to return to employment in West Ottawa in accordance with paragraph 2 above, the teacher thereby waives all contractual rights to recall under the terms and conditions of the Master Agreement.

5. Teachers on layoff from the employer who register to substitute will be placed in a priority position on the substitute calling list and will normally be called before other substitutes. Such teachers will so register each school year.

J. Reduction of a position from full-time to part-time shall be avoided whenever possible. Any reduction of a position from full-time to part-time shall be considered a layoff.

9.09 **DRIVER'S EDUCATION PROGRAM** Teachers will be assigned to vacancies in the Driver's Education Program on the basis of seniority on the West Ottawa Teacher Seniority list, so long as applicants are certified for such work. If there are not enough district employee applicants to fill the positions, then vacancies will be filled by the person with the most previous experience in the West Ottawa Driver Training Program.

ARTICLE X LEAVES

10.01 PAID LEAVES

A. **BEREAVEMENT LEAVE** In the event of a teacher's absence because of a funeral at which the teacher is in attendance, a leave of absence shall be granted for a period of time which is of duration appropriate to the circumstances presented, up to a maximum of three (3) work days, and the teacher shall be paid for such period of leave. This three (3) day limit may, upon request, for cause acceptable to the District, be extended for two (2) additional days, for a total maximum of five (5) days.

The District, at its discretion, may require verification of the death, relationship, and actual attendance at the funeral following the leave and may withhold payment if the employee(s) did not make immediate request for leave, prior to taking the time off, so that his/her work could be covered in his/her absence. All such leaves shall be deducted from the number of "sick leave days" accumulated by the employee except in cases when the death involves a member of the teacher's immediate family, or the immediate family of the teacher's spouse, or the death of a relative living in the same household as the teacher. Immediate family as used herein shall include only spouse, parent, grandparent, child, brother and sister.

B. **MILITARY LEAVE** It is agreed that the matter of leave of absence for an employee during the period of his military service with the Armed Forces of the United States, and of his reinstatement thereafter, shall be governed by applicable statutes as they may be interpreted by decision of the Courts.

In the event members of the National Guard or Reserves are ordered to participate in activities which result in loss of time from their teaching responsibilities, such

members will be paid the difference between the total amount paid by the government and the amount they would have otherwise received from the District. This payment shall apply only to the period not to exceed the first fifteen (15) working days after the period of being called into duty for which they would otherwise have received pay from the District.

- C. **JURY DUTY** Teachers required to serve on jury duty or subpoenaed to testify in a judicial proceeding to which they are not a party, shall be allowed a leave of absence. Teachers who secure a leave for such purpose will be compensated the difference between what they receive for such duty (excluding travel allowances) and their normal pay.
- D. **MATERNITY RELATED ILLNESS OR DISABILITY** Teachers may use sick leave and/or sick bank for maternity related illness or disability, the same as for any other illness/disability.
- E. **PERSONAL LEAVE** At the beginning of every school year each teacher shall be credited with three (3) paid personal leave days. A personal leave day may not be used for recreation, vacation, or shopping. Otherwise, a personal leave day may be used for any purpose at the discretion of the teacher. A teacher planning to use a personal leave day or days shall notify his/her principal as early as possible, and shall provide written verification upon return. A personal leave day will not normally be granted for the day preceding or the day following holidays or vacation, and the first and last days of the school year.
- F. **SICK LEAVE**
1. An employee who shall be injured, is ill, or is disabled and whose claim of injury, illness, or disability is supported by satisfactory evidence, shall be granted a sick leave of absence without loss of pay up to fifteen (15) days in the first year of employment and up to ten (10) work days in any single school year thereafter, with unused leave cumulative to a maximum of one hundred (100) days.
 2. Employees shall be allowed to use up to five (5) days per year sick leave for absence occasioned by the critical illness, injury, or disability of a member of the immediate family as defined in Article 10.01.A. An additional 15 days will be available when attending physician determines the teacher's presence is necessary.
 3. An employee granted such leave upon his verbal request shall at the first reasonable opportunity support such request with an application in writing and with such evidence as the District may reasonably require.

G. **SICK LEAVE BANK** The District shall initiate a voluntary Sick Leave Bank.

1. Each year during the month of September, bargaining unit members may contribute one (1) or more days (up to a maximum of ten (10) days per year) of accumulated sick leave for the purpose of funding a Sick Leave Bank. Those wishing to participate will enroll in September.
2. The Sick Leave Bank is established for the purpose of providing a teacher income protection in the event an illness or injury exhausts accumulated sick leave before income protection insurance begins or the teacher can return to work. Teachers may borrow days from the Bank in lieu of days for which they would have been paid had they not been disabled.
3. The first enrollment period shall commence on the first day of school and end on October 1, 1986. Subsequent enrollment periods shall be the same time each year for all members of the bargaining unit. Any days left in the Bank at the expiration of this Agreement shall be carried over for use during the next school year.
4. Upon return to work, the teacher shall repay the Bank for days owed (number of days borrowed minus number of days contributed) at the rate of three (3) days per year. If a member retires, resigns, or for other reasons leaves the District before repaying the Bank, the debt shall be waived.
5. The Bank shall be administered by a Committee of three persons appointed by the Association President and subject to confirmation by the WOECA Executive Board. Rules for the administration of the Bank shall be drawn up by the Association Negotiations Team and the Sick Leave Bank Committee. The establishing of the guidelines and procedures for administering the Sick Leave Bank shall be mutually agreed upon by the District and the Association.
6. The District shall budget for four hundred (400) sick leave bank days to be borrowed by members from the bank each year. If a member has a medical emergency, disability, or illness which requires him/her to borrow more than thirty (30) days from the bank, the budgeted total shall increase by the number of days borrowed by the teacher. [Examples: If a teacher requires 28 sick leave bank days, the budgeted total for the year shall remain at 400. If a teacher required 39 sick leave bank days, the budgeted total for the year shall increase to 439.]
7. At the end of the 1997-98 school year, the District and Association shall meet to review the year's sick bank use and make necessary adjustments in the budgeted total.

- H. **WORKERS' COMPENSATION** When it is necessary to be absent from duty due to illness or injury compensable under the Michigan Workers' Compensation Act, the teacher shall receive the difference between his/her salary (including any extra-curricular pay) and that amount received through Workers' Compensation.

Such differences in salary shall be figured on a percentage basis, and this same percentage shall be deducted from the teacher's sick leave accumulation until the teacher's sick leave is exhausted or upon the teacher's return to duty, whichever is sooner. (For example: If Workers' Comp pays 60% of the full pay, sick leave will pay only 40% and the sick leave accumulation shall be charged .4 of a day for each day used.) It is the intent of the District and Association that an employee shall continue to receive 100% of his/her salary, but not more than 100% of his/her salary, while prorated sick leave is being used. The District's obligation to pay the difference between the teacher's salary and Workers' Compensation shall end when the teacher has used thirty (30) full sick leave days.

10.02 **UNPAID LEAVES**

A. **FAMILY AND MEDICAL LEAVE ACT**

1. A leave of absence of up to twelve (12) weeks during any twelve (12) month period shall be granted to any bargaining unit member in accordance with the Family and Medical Leave Act (FMLA) for any of the following purposes:
 - a. the birth or placement for adoption or foster care of a child (up to one year from date of birth or placement);
 - b. because of a serious health condition of a bargaining unit member's spouse, child or parent;
 - c. because of the bargaining unit member's own serious health condition.
2. To be eligible for a leave of absence, the bargaining unit member must have worked at least 1250 hours during the past 12 month period.
3. A FMLA leave may be taken on an intermittent or reduced schedule at the employee's option. The District shall continue all health benefits during an FMLA leave. The employee may choose to utilize paid sick leave, personal leave, and/or vacation leave for all or part of the duration of the leave.
4. For the purposes of this provision, a child is defined as the biological, adopted, or foster child, or a stepchild, legal ward, or child for whom an employee is standing in loco parentis. The son or daughter must be under eighteen (18) years of age or incapable of self-care because of a mental or physical disability.

5. A pregnant bargaining unit member may commence the family leave before or after the birth of her child, at her option. The family leave is available to the bargaining unit member at the termination of her disability benefits, at the option of the bargaining unit member. The bargaining unit member may request to terminate the leave anytime after the birth of the child or in the event of the death of the child.
 6. Limitations found under Section 108 of the Family and Medical Leave Act of 1993 - "Special rules concerning employees of local educational agencies" - shall apply.
 7. All Family Medical Leave Act Leaves of Absence shall be subject to and administered in accordance with the Family Medical Leave Act and its regulations. The Board reserves all rights granted to school districts under the Act.
- B. **CHILD CARE LEAVE** Unpaid child care leave shall be granted for up to one full year upon the teacher's request. A second year will be considered for the purpose of caring for the employee's infant, adopted child, or child with a medical condition.
- C. **OTHER LEAVES** Leaves of absence for up to two full years may be granted by the Board at its discretion. The request for such leave shall be made in writing at least (sixty) 60 days prior to the end of the school year preceding the year for which the leave is requested or 60 days prior to the date the leave is to begin. This required 60 day notice may be waived by the Superintendent in cases where unusual circumstances justify a waiver. The request must include the purpose of the leave, and a statement by the teacher confirming that the teacher intends to return to the District at the beginning of the next semester following the end of the leave.
- D. **SHORT TERM LEAVE** Other short term leaves may be granted by the Superintendent without Schedule A pay.

10.03 **PROFESSIONAL LEAVES**

- A. **SABBATICAL LEAVE** Teachers who request leave for the purpose of advanced education relating to their professional responsibility, upon securing approval from the Superintendent, will be granted a leave without loss of seniority and upon return will be placed on the salary schedule as if they had been in service without interruption subject to the following conditions:
1. The Superintendent must be informed of the leave in sufficient time to secure a satisfactory replacement and be satisfied that the leave is for educational purposes related to the teacher's professional responsibility.

2. Further upon request of the teacher, the District will do whatever is practical to help the teacher in securing scholarship aid for which the teacher may be applying to assist in paying for such advanced education.
3. If the District determines that the advanced training will qualify the teacher for a new position and/or responsibilities in the District, the District will pay the teacher's regular teaching salary and fringe benefits; or will supplement scholarship and/or other income of the teacher to the extent that the teacher would receive the equivalent of the salary level at which he/she was at the time the leave began, and pay for the fringe benefits.

B. ASSOCIATION LEAVES At the beginning of every school year the Association shall be credited with five (5) days to be used by teachers who are officers or agents of the Association; such use to be at the discretion of the Association. The Association may purchase five (5) additional Association days per year at the cost of \$75.00 per day.

C. INSERVICE TRAINING

1. West Ottawa teachers are encouraged to attend inservice training and workshops.
2. In September of each year of this Agreement, an amount equal to \$75 (seventy-five dollars) times the number of teachers in each building (calculated on an F.T.E. basis) will be allocated to a "Building Inservice and Training Account" for each building in the District.
3. Teachers who have a balance in their individual inservice accounts remaining from 1996-97 shall use the funds in their individual accounts before applying to use funds from the Building Inservice and Training Account. All individual inservice accounts will be eliminated on August 5, 1999.
4. Expenditure of funds in the individual inservice account and in the Building Inservice and Training Account shall not be considered for approval by the Board unless such expenditures shall have first been recommended by the respective Building Inservice Committees.
5. Itinerant personnel may gain approval from the Building Inservice Committee in any of the individual's assigned buildings.
6. The Building Inservice Committee shall be composed of one (1) building administrator, one Association Representative (A.R.), and two (2) other teachers selected by the teachers in the building. One of the three teachers shall serve as chairperson, and will be responsible for maintaining the building's inservice records and for informing the teachers in the building of the

distribution of inservice funds on a monthly basis. The Building Inservice Committee shall meet once a month and shall work closely with the building's School Improvement Committee. The Building Inservice Committee shall evaluate the proposals requesting funds, and will attempt to distribute the funds as evenly as possible among the teachers in the building. The Building Inservice Committee will make its decisions after consideration of the building, department, and/or grade level focuses under the umbrella of district priorities.

7. An individual teacher may transfer up to \$200 per year from his/her individual inservice accounts to the Building Inservice and Training Account if s/he will be attending an inservice(s) paid for out of other funds, or if s/he is attending a building or department inservice and wishes to contribute to the Building Inservice and Training Account to pay for this inservice.
 8. The purpose of the "building pool" is
 - a. to bring a speaker in for a building, school improvement or department project;
 - b. to send teacher representatives from the building to a convention or workshop on building or school improvement goals;
 - c. to send grade level or department members to visit other schools to observe curriculum programs or facilities;
 - d. to fund an individual teacher's inservice request if the teacher does not have sufficient funds for the inservice s/he wishes to attend. The Building Inservice Committee may grant a maximum of \$200 to an individual teacher for a special project beneficial to a grade level, department or building goal;
 9. A member of the Building Inservice Committee shall report monthly to the building's School Improvement Committee.
 10. Teachers are encouraged to attend inservices during the staff approved option days, the and during the summer.
 11. Inservice funds shall be used for, but not limited to, curriculum, building goals, district goals, classroom management workshops, new educational issues, and the stated yearly goals from IDP plans.
- D. **PRESCHEDULED ABSENCES** The number of pre-scheduled absences from a building for conferences and inservices shall be limited to fifteen percent (15%) of the building staff unless the administration deems it advisable for additional staff members to attend a conference or inservice.

10.04 **EARLY RETURN** A teacher may make written application to the Superintendent for reinstatement prior to the expiration of the leave. The Board reserves the right in its sole discretion to approve requests for early return from leave on the basis of each individual case.

10.05 **NOTICE OF RETURN** The teacher on leave must submit written notice to the Superintendent by April 15 of the school year in which the leave expires (or in the case of leaves for less than a year, such other date as may be set by prior agreement between the Superintendent and the teacher) stating the teacher's intent to return to work the following year.

10.06 **ASSIGNMENT UPON RETURN** Leaves will be subject to the express understanding that the teacher, upon return from leave, will be assigned as follows:

- A. If the leave is for one (1) year or less, the teacher shall have the right to return to the position s/he held prior to the leave, if that position still exists.
- B. If the leave is for more than one (1) year, the teacher will be assigned to a position consistent with the teacher's qualifications and training, as the Administration in its discretion determines. If no position is available, the layoff procedure will be implemented.

10.07 **UNAUTHORIZED LEAVE** Personnel who fail to follow the above procedures will be considered to be on unauthorized leave of absence and will have their pay reduced a full pro rata share of the individual contractual salary for the time they are absent.

10.08 **DISTRICT INITIATED LEAVE** In the event the District has reason to question a teacher's physical, emotional, or mental ability to carry out some or all responsibilities of the assigned teaching position, the District reserves the right to require a teacher, by written notice, to be examined by a doctor acceptable to the District, at the District's expense.

The District may place the teacher on leave status pending receipt of the doctor's report. If placed on leave status, the teacher shall, with full assistance from the Association, have a right to a hearing in accordance with the Michigan Tenure Act (see Article V, Michigan Teacher's Tenure Act), or to grieve and arbitrate the District's actions in accordance with the grievance provisions (see Article VIII of the Master Agreement). There shall be no interruption in pay while in this status and the teacher's accumulated sick leave shall be reduced only by the number of days the doctor's report certifies as days on which the teacher was too ill to perform regular services.

If the doctor's report establishes that the teacher cannot continue in the assigned position, the administration may reassign under the following procedure or may place the teacher on sick leave.

The Superintendent may assign the teacher to suitable available work within the limits of the doctor's report. The teacher shall be required to accept the assignment.

If a teacher subject to restrictions of a doctor's report requests to be assigned work within the limits of the doctor's report, the Superintendent shall be required to provide suitable available work for at least the equivalent of fifteen (15) days of work for the teacher.

ARTICLE XI TEACHING CONDITIONS

11.01 PLAYGROUND, LUNCH & RECESS DUTY Elementary, middle school, and high school teachers will not be assigned noon playground duty, lunch duty or recess duty. One (1) elementary recess will be supervised by educational assistants, scheduled either in the morning or in the afternoon, as determined by the teachers in each building. If a teacher decides to participate in a second recess, s/he shall be responsible for the class during this time.

Teachers who are on their duty-free lunch time have no legal liability for the conduct or action of students while the teacher is on such duty-free lunch time. However, if a teacher schedules students to be in his/her room during the lunch time, the teacher shall have legal liability for the students. In case of emergency or inclement weather, however, a teacher may be assigned to this duty on a rotating basis. Nothing shall prevent a teacher from volunteering or being hired to accept playground, lunch, or recess duties.

11.02 PUPIL-TEACHER RATIO Pupil-teacher ratio is an important aspect of an effective educational program, and it is further recognized that normally it is desirable to have a lower pupil-teacher ratio in the primary elementary level than the upper elementary level.

Recognizing these considerations, it is agreed to continue the effort to keep class sizes at a level at which the teaching process can be conducted most effectively subject to the financial resources of the District, availability of building facilities and qualified personnel and the overall best interest of the District.

11.03 IMPARTIAL ADVISORY PANEL If the administration and/or the Association believe that application of the above factors is creating undue hardship on students by imbalance of class size, then either party may request a meeting, to be scheduled at a mutually agreeable time. This meeting will be between representatives of the Administration and the Association and shall be to discuss the matter in an effort to explore the problem and reach an amicable solution.

If either party believes that an amicable solution has not been realized, said party may move to convene an Impartial Advisory Panel. The Impartial Advisory Panel shall be composed as follows: (1) The President of the Board and the President of the WOEAA will

each submit one nominee to the Panel. Said nominee will neither be members of the Board of Education nor employees of the District. These two nominees will mutually select a third nominee to the Panel. (2) The three members of the Panel shall select one of the members to be chairperson who shall convene and preside over a hearing. Subsequent to the hearing, the chairperson shall issue an advisory report to the Association, the Board and the community. (3) Costs and expenses incurred by the Panel shall be borne equitably between the Board and the Association.

To facilitate the Association's use of 11.04b, the District shall provide the Association with an accurate student count classroom by classroom with the number and type of mainstreamed students in each classroom. This information shall be provided to the Association by the third (3rd) Monday of each semester.

11.04 ELEMENTARY CLASSROOM SIZE Whenever an elementary classroom population exceeds thirty (30) students, the Board shall provide that teacher with one (1) hour of aide time for each student in excess of thirty. Aide time required shall be provided as follows:

- A. Extra aide time will not be provided the first week of school. (A week shall be defined as having at least two student count days.)
- B. After the first week of school, extra aide time shall be provided within six (6) student count days, but not later than Monday of the third week of school, if a class load exceeds thirty (30) students.
- C. After the Monday of the third week of the school year, "whenever," as stated in this section, shall mean within two (2) school days if a class load exceeds thirty (30) students.
- D. When the class enrollment drops below thirty-one (31) students, the services of the aide will be withdrawn the third day or later.

11.05 SPLIT GRADES If the Board concludes that distribution of students necessitates the possibility of split grades, the teachers in the school of the classes involved, if available, shall have an opportunity to make suggestions as to whether larger classes or split grades offer the better educational setting, subject to final determination by the Board. In connection with determining the assignment of paraprofessional employees of the District, the Board, as a part of its evaluation of needs, will consider the particular conditions which exist within certain classrooms, on certain playgrounds, the number of teachers in each building, and the number of self-contained split grades within the building. In the event split grades are necessary, the teachers in the classes affected will have an opportunity to make suggestions on the need for additional paraprofessional assistance.

11.06 MULTI-AGE ELEMENTARY CLASSES Multi-age elementary classrooms containing more than a one-year age span or grade level shall include the following:

- A. The job posting shall indicate that the assignment is to a multi-age classroom.
- B. Assignment to a multi-age classroom shall be voluntary, from among teachers who have requested such assignment or been suggested for it. Teachers should have background and/or training in multi-age teaching.
- C. A teacher assigned to a multi-age classroom is encouraged to visit multi-age classrooms in other districts to observe their structure. In addition, teachers assigned to multi-age classrooms shall be given paid time during the summer to plan with other multi-age teachers in the building and/or district.
- D. The selection of students (including special education and special needs students) for multi-age classrooms shall be the same as the selection of students for single-grade elementary classrooms.
- E. Multi-age classrooms will be assigned the same number of students as the single-grade classrooms in the building. Thereafter, new students who enroll in the building will be assigned to the multi-age classrooms the same as to the single-grade classrooms in the building.

11.07 **MIDDLE AND HIGH SCHOOL CLASSROOMS**

- A. The District shall make every effort to level class numbers between sections in the same course.
- B. In no event shall the number of students assigned to a class exceed the number of student work stations available. Should the number of students assigned exceed the number of work stations, the Board will increase the work stations as necessary.
- C. Should the Board mainstream special students, the Board will attempt to mainstream them into the smaller classes.

11.08 A. **PLANNING TIME**

- 1. All members of the bargaining unit in the high school and middle school shall have one unassigned planning period in each school day.
- 2. During the 1997-98 school year, bargaining unit members in the elementary schools shall have at least one hundred seventy-five (175) minutes of planning time each week during the student day in blocks of at least thirty-minute periods. Beginning with the 1998-99 school year, bargaining unit members in the elementary schools shall have at least two hundred five (205) minutes of planning time each week during the student day in blocks of at least thirty-minute periods.

3. During the 1997-98 school year, kindergarten teachers shall have at least thirty (30) minutes of planning time during each student day, plus two (2) additional periods per week of at least fifteen (15) minutes in length, for a total of at least one hundred eighty (180) minutes of planning time each week during the student day. Beginning with the 1998-99 school year, kindergarten teachers shall have a total of at least two hundred ten (210) minutes of planning time each week during the student day.
 4. Planning time will be prorated for part-time teachers.
- B. Planning periods use shall be limited to matters such as conferences between teachers and students or parents of students, teachers' cooperative planning, teachers' preparation and planning for instruction, teacher-requested meetings with administrators, meetings with mentors or mentees, or other duties relating to teaching responsibilities.
- C. If, during the school year, the District concludes that under emergency circumstances a planning period cannot be included in the schedule of a bargaining unit member at the high school during the regular school day, the District shall inform the high school WOEА Negotiating Team Representative of such circumstances. The Negotiating Team Representative will then be provided with a written statement as to the decision and the grounds for the decision. The position will then be posted as provided for under Section 9.03. Compensation shall be pro-rated based on 14% per year of the teacher's current step on Salary Schedule A.
- D. Teachers who, at the request of the Administration voluntarily accept a teaching assignment occasionally in place of a planning period, shall be paid at the Schedule C hourly rate for each such planning period that the teacher gives up for such other assignment. The 1997-99 rates are shown below. In each such case, the teacher who accepts the assignment will be given a written record of the additional services rendered, such written record to be provided to the teacher as soon as practical after the services are rendered.

	Mins.	Multiplier	1997-98	1998-99
M.S. Traditional Period	55	1.00	\$24.41	\$25.08
H.S. Short Period	45	.82	\$20.02	\$20.57
H.S. Long Period	90	1.64	\$40.03	\$41.13

11.09 **TEACHERS' HOURS**

- A. High school teachers will be required to be in the building fifteen (15) minutes before classes are scheduled to begin and will remain after students are dismissed for ten (10) minutes.
- B. Middle school teachers will be required to be in the building twenty-five (25) minutes before student contact is scheduled and will remain ten (10) minutes after students are dismissed.
- C. Elementary teachers will be required to be in the building fifteen (15) minutes or twenty (20) minutes (depending upon the transportation schedule) before the classes are scheduled to begin and will stay ten (10) minutes after students are dismissed.
- D. Each kindergarten session will be two (2) hours and fifty-two (52) minutes in length. At the end of the morning session, kindergarten students who are waiting for parent rides shall be taken to the office to wait after the other kindergarten students are loaded on the buses. The afternoon session will be held in accordance with Schedule G.
- E. No teacher shall be required to be at school more than seven (7) consecutive hours, except in case of special events as specified herein.

11.10 **STAFF MEETINGS** Required staff meetings (as listed in Schedule E-2) scheduled at the conclusion of, or prior to, the school day shall not exceed one hour in length. After school meetings must begin within ten (10) minutes of student dismissal. Staff meetings prior to the school day must be mutually agreeable to the majority of the teachers and school administration involved. A notice of the meeting with stated purpose will be given to each teacher twenty-four (24) hours in advance of the meeting. A list of the staff development and staff meetings is incorporated as part of this Agreement and attached as Schedule D.

11.11 **EVENING ACTIVITIES** Principals may schedule a maximum of one (1) evening open house which teachers are expected to attend. Principals may schedule additional evening building activities to which teachers will be invited but not required to attend, providing that the principal will confer with Association Representative(s) before scheduling these meetings. Such activities shall not be scheduled for more than 2½ hours in length. These activities do not include parent-teacher conferences as provided in the calendar.

11.12 **VOLUNTARY "STAFF OPTION" DAYS** There shall be at least 10½ "staff option" days scheduled each year in accordance with the following:

- A. Staff option days shall be voluntary, attended at the teacher's option.

- B. Teachers who participate in staff option days shall be paid at the Schedule C hourly rate for each staff option day.
- C. Staff option days shall be used for the purposes listed in Schedule E-1. Teachers may also request staff option days for other purposes not listed in Schedule E-1. Requests for staff option days shall be made on a form available in each building, and shall be submitted to the designated building administrator for approval.

11.13 **ADDITIONAL MEETINGS** Nothing in this Article shall prohibit a teacher or group of teachers from voluntarily planning and/or participating in more than the required meetings, provided such participation is strictly voluntary.

11.14 **STUDENT DAY** The school day for pupils shall be set by the Board.

11.15 **KINDERGARTEN ORIENTATION**

- A. All kindergarten teachers shall participate in a kindergarten orientation for new kindergarten students during the two (2) weeks prior to the start of school. This orientation shall be approximately one (1) hour long for each session taught. The date(s) and time(s) for kindergarten orientation shall be set by the administration and the kindergarten teachers.
- B. Each kindergarten teacher shall be permitted to select one (1) of the following options:
 - 1. The teacher shall be allowed one (1) compensatory day off during the school year. The procedures used for personal business days shall be applied to this compensatory day;
 - 2. The teacher shall be paid at his/her regular per diem salary rate prorated for the number of hours worked. Minimum payment shall be one-half (1/2) day pay for teachers with two (2) sessions, and one-fourth (1/4) day pay for teachers with one (1) session.

11.16 **CLASSLINE** The following provisions regarding ClassLine, the District's telephone homework service for parents, shall apply

- A. The District and Association recognize that ClassLine can be a valuable tool to improve home-school communications. Therefore, all teachers shall be required to participate in ClassLine.
- B. Each participating teacher will decide what information will be included on his/her ClassLine.

- C. Each participating teacher shall be expected to update his/her announcement at least once per week.
- D. The District recognizes that students will be expected to exhibit age-appropriate responsibility for their homework, regardless of what information is provided on ClassLine. ClassLine will not replace the daily, weekly, or unit assignments for the class, nor the student's responsibilities for them.

11.17 SUMMER CLASSROOM USE The teachers in buildings housing the Migrant Summer Program and/or the At Risk Program, and teachers in buildings that are undergoing remodeling or District reorganization that requires the teachers to move into new classrooms and/or buildings shall receive time to pack, move and unpack. If a teacher needs to prepare his/her classroom because of District-related summer programs, or move to a new classroom/building because of District reorganization, the teacher shall be paid \$75.00 during non-scheduled work time. If a teacher needs to prepare his/her classroom because of District-related construction, the teacher shall be paid \$150.00 to compensate for packing and unpacking during non-scheduled work time.

ARTICLE XII MENTOR TEACHER

12.01 THE TEACHER MENTORING process is a cooperative arrangement between peers in which new teachers are provided ongoing assistance and support by skilled and experienced teachers. This relationship should be collegial in nature, and should be directed toward the development and refinement of effective teaching skills.

12.02 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.

12.03 As used in the context of this article:

- A. **NEW TEACHER:** a beginning teacher within her/his initial three years of employment in teaching. (MENTEE)
- B. **MENTOR:** a master teacher who voluntarily agrees to assist and support a new teacher within the context of an ongoing, caring relationship.

12.04 A new teacher in her/his first three (3) years of employment shall be assigned a Mentor Teacher. The purpose of the mentor assignment is to provide a peer who can offer assistance, resources and information in a non-threatening collegial fashion.

- 12.05 A Mentor Teacher shall be assigned in accordance with the following:
- A. The Mentor teacher shall be a tenured member of the bargaining unit and shall have worked in a similar grade level or discipline within the last five years.
 - B. Participation as a Mentor Teacher shall be voluntary. Assignments are made by the administration. Administrators will not participate as Mentor Teachers.
 - C. The Association President shall be notified of all those bargaining unit members requiring a mentor assignment. The notification shall include the Mentee's teaching assignment.
 - D. 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.).
 - E. Mentee shall only be assigned to one (1) Mentor Teacher at a time.
 - F. Subject to renewal each year, the Mentor Teacher assignment shall be for one (1) year and shall be reviewed by the Mentor Teacher and Mentee at the end of the year with the approval of the administration.
 - G. Because of the nature of the Mentor/Mentee program the relationship shall be confidential, neither one shall be permitted to participate in any matter related to the formal evaluation of the other.
- 12.06 The administration shall make available half days of released time so the Mentor may work with the Mentee in her/his assignment during the regular work day. Where possible the Mentor and Mentee shall be assigned common preparation time.
- 12.07 Mentees shall be provided with a minimum of fifteen (15) days of professional development induction during their first three (3) years of classroom teaching. Professional development shall be scheduled prior to and throughout the school year.
- 12.08 No later than the end of the first year that a bargaining unit member serves as a Mentor, she/he shall attend a workshop or conference approved by the Administration for the purpose of training. All expenses shall be paid by the school district.
- 12.09 Compensation for the Mentor Teacher - per twelve month assignment - 1% of the BA Base.

**ARTICLE XIII
MISCELLANEOUS**

13.01 CONTRACT SUPERSEDES/WAIVER This Agreement supersedes any practice or understanding, verbal or written, which is in conflict with this Agreement. It is recognized that innovation is essential, but could be restricted by a specific term of this agreement. Therefore, it is agreed that any part of this Agreement may be waived temporarily as mutually agreed by the Association and the Board. Any proposed waiver shall specify the persons affected by it, and the specific term of the Agreement to be affected by it. If the term of the proposed waiver cannot be resolved within ten (10) hours of negotiation time, or such additional time as may be mutually agreed upon, and ratified by both the Association and the Board, the proposed waiver shall be null and void and contract provisions as written shall continue to apply. Any waiver shall have no other effect on the other portions of the Agreement.

13.02 PROVISIONS CONTRARY TO LAW If any provision(s) of this Agreement shall be found contrary to state or federal law, then such provisions shall not be deemed valid, but all other provisions shall continue in full force and effect.

13.03 BARGAINING REPRESENTATIVES Neither party to the Agreement shall have any control over the selection of the bargaining representatives of the other party.

13.04 REFERENCES Whenever herein reference is made to the male pronoun -- he, him, his, etc. -- it is intended and it shall be deemed to include reference to the equivalent female -- she, her, hers, etc. Whenever herein reference is made to the word teacher, it is intended and it shall be deemed to include reference to any member of the bargaining unit as defined in Article 2.01.

13.05 SCHOOL CALENDAR The school calendar is attached.

13.06 INCLEMENT WEATHER Nothing in this article shall require the Board to keep school open in the event of inclement weather or other uncontrollable circumstances. When the schools are closed to students due to the above conditions, teachers shall not be required to report for duty. When school openings are delayed due to the above conditions, teachers shall be required to report for duty in a timely, safe manner.

In the event that school is closed due to inclement weather on a scheduled exam or records day, the existing schedule, including the report card due date, will be moved back one (1) school day. If circumstances cause school to be closed longer than one (1) day, the existing schedule, including the records day, will be moved back the same number of days as school was closed, with report cards being due seven (7) days after the last rescheduled exam day. If the provisions in this paragraph would put the district below the minimum number of hours of student instruction required by the state, then the Board and Association shall meet to mutually agree to an alternative.

13.07 **SCHEDULE B COMMITTEE** A Schedule B Committee shall be established whose make-up and responsibilities shall be as follows:

- A. The Committee shall adopt its own rules and procedures for operation.
- B. The Committee shall be composed of four (4) members to be chosen by the Association and three (3) members to be chosen by the District.
- C. The Committee will meet as necessary to carry out its purpose. It will, as a minimum, annually review all existing Schedule B, Section I and II, positions and assigned points. Copies of its finding will be sent to both the Superintendent and the Association President.
- D. The purpose of the Committee shall be limited to making recommendations regarding the points assigned each Schedule B, Section I and II, position. Points as recommended shall be established by the Committee on the basis of as near uniform criteria and good judgment as possible so as to create a reasonable basis for compensation for the various positions.
- E. It is further agreed that existing positions, new positions, and any significant modifications of positions, proposed by the Administration or by the Association, will be submitted to this Committee and that the Committee's recommendations will be considered by the Board and the Association. If agreed to by the negotiation committees of both the Board and the Association and ratified by both the Board and the Association, these points shall be the basis for compensation for that position.
- F. All Schedule B positions and point total values as finalized shall be directly tied to an accepted job description for that position. These job descriptions shall be written by the Committee and accepted by the Committee after receiving appropriate input from the person(s) last holding the position and the administrator for that position. These job descriptions shall be written in light of the established points in cases when that has already taken place. Copies of each job description will be filed each with the Administration, the Association, and the Committee. A change in the total point value from that time on shall come about only through a change in the corresponding job description.

13.08 **SPECIALIST TEACHERS** The Board, in exercising its right to determine program and curriculum will endeavor to employ, within the limits of finances and personnel acceptable to the District, specialist teachers, such as, but not limited to physical wellness, art and music. During the regular school day when specialist teachers, such as music, art and physical wellness teachers, are present and assuming prime responsibility for a class, teachers in the elementary grades will be permitted to use their time for planning and other duties related to their teaching.

13.09 **T.B. TESTS** Teachers shall acquire T.B. Tests as required by law. Teachers shall be reimbursed for said test when provided by the Ottawa County Health Department.

13.10 **SUMMER SICK LEAVE** Teachers working beyond the regular school year in summer programs for one (1) month or more shall receive one (1) sick leave day without loss of pay. This day is not cumulative.

13.11 **CORPORAL PUNISHMENT** A teacher, within the scope of his/her responsibilities, may use reasonable physical force upon a pupil as necessary to maintain order and control in a school or school-related setting for the purpose of providing an environment conducive to safety and learning. In maintaining that order and control, the person may use physical force upon a pupil as may be necessary:

- A. To restrain or remove a pupil whose behavior is interfering with the orderly exercise and performance of school district functions within a school or at a school-related activity, if that pupil has refused to comply with a request to refrain from further disruptive acts.
- B. For self-defense or the defense of another.
- C. To prevent a pupil from inflicting harm on himself or herself.
- D. To quell a disturbance that threatens physical injury to any person.
- E. To obtain possession of a weapon or other dangerous object upon or within the control of a pupil.
- F. To protect property.

In determining whether a teacher has acted in accordance with this provision, deference shall be given to reasonable good-faith judgments made by that person.

13.12 **JOB SHARING** Job Sharing shall refer to two (2) tenured bargaining unit members sharing one (1) full-time position.

- A. **PURPOSE:** Two or more tenured bargaining unit members may, at their request, pair up for the purpose of sharing common teaching assignments. This voluntary pairing shall not occur if the pairing results in the involuntary layoff or involuntary transfer of a full-time teacher. It shall not occur if it prevents the recall of a laid off teacher. The application for Job Sharing shall be approved or disapproved in writing by the Superintendent within thirty (30) days of the application. In the event a request is denied the reasons shall be set forth in writing.

- B. APPLICATION:** The teachers shall notify the District and the Association by June 1 of each year explaining their working arrangement and indicate their desire to job share. Teachers may choose to each work full days, part of the day, or any other logical arrangement. Once the teachers have submitted their plan, they may not deviate from it unless the teachers and the District agree.
- C. PAIRING:** The teachers who have jointly agreed to work together must be certified and qualified for the job they will share. The job sharing arrangement shall be for one year, renewable at the option of both teachers, subject to approval by the Superintendent.
- D. RESPONSIBILITIES:** Responsibilities of an assignment by two job sharers may be divided and/or allocated according to a plan designed by the job sharers, with the agreement of the District. This shall include but not be limited to attendance at regular staff meetings, District meetings, parent conferences, etc. The teachers are required to attend full-day district inservice or special training days such as testing training, curriculum workshops, and grade level meetings which are required of regular full-time teachers.
- At the high school a position to be job shared may be composed of two - three/fifths (3/5) jobs with a sixth hour assignment added to the job. Each teacher will be paid 3/5 of their step and column. The sixth hour assignment does not have to be posted for this situation.
- E. COMPENSATION:** Compensation shall be determined by each teacher's step and column of the salary schedule, prorated. Each teacher will gain one full year of seniority and will move up one full step on the salary schedule, under the terms of 13.02, for each year worked at the job sharing position. Also, all other provisions under the contract shall continue as if the teacher had worked a regular full-time position.
- F. BENEFITS:** A planning period shall be made available as specified in Article 11.05a. Sick leave and personal business leave will be granted on a prorated basis. For the one full-time job sharing position there shall be one full fringe benefit share. The job sharers shall decide how they wish to prorate the fringe benefits between them. The teachers may contribute any additional amounts necessary to pay the premium cost if they wish additional coverage.
- G. RETURN TO FULL-TIME:** If the teachers choose to terminate the arrangement after the year has ended, each teacher shall be returned to full-time status as provided in Article 9.06.
- H. SUBSTITUTING:** In the event one of the teachers is absent and is covered by one of the paid leave of absence provisions in Article X, the other teacher will have first opportunity to substitute for the absent teacher. The partner who is

substituting shall be paid at his/her *per diem* rate of pay, prorated for the period of time that s/he substitutes for the absent partner.

- I. The District, Job Sharing teachers, and the Association shall sign the approved job sharing agreement.

13.13 EDUCATION FOR THE 21ST CENTURY In an information age, when the volume of knowledge is literally doubling every few years, both lifelong learning and lifelong training are necessary. To relate then to the challenges of the 90's and the new century beyond, West Ottawa teaching staff may apply to work during summer institute and for any continuation work resulting from "Staff Option" days done during vacation days or on Saturdays. Teachers will be paid at the Schedule C hourly rate for each hour worked. The administration will determine which teachers will be allowed to work. The work shall consist of matters related to curriculum review, articulation, and development. The administration shall determine whether and when to conduct such a summer work program and continuation work for staff.

13.14 SCHOOL IMPROVEMENT PLAN (SIP) AND SITE-BASED DECISION MAKING (SBD)

A. SCHOOL IMPROVEMENT PLAN (SIP)

1. 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 undersigned Board of Education and Association, executed in writing.
2. In the event that any provision(s) of a SIP or application thereof violates, contradicts, or is inconsistent with the collective bargaining agreement, the collective bargaining agreement shall prevail. Any provision(s) of a SIP or applications thereof affecting wages, hours, and/or other terms and conditions of employment of any bargaining unit members must have the written approval of the Board of Education and the Association prior to being adopted and/or implemented.
3. Staff input and involvement on the SIP committee(s) and various planning subcommittees and projects is encouraged. This allows the teachers in the buildings the opportunity to provide educational input and expertise to improve the quality of education. Employee participation on the various SIP

committees is voluntary, and non-participation shall not be used as a criterion for evaluation, discipline, or discharge.

B. SITE-BASED DECISION MAKING (SBD)

1. Site-based decision making is the process by which administration and teachers at the work site jointly make decisions affecting school improvement. Decisions made by the SBD committee shall not violate the Master Agreement.
2. Decisions made by the SBD committee which affect wages, hours, and/or other terms and conditions of employment of any bargaining unit member will be approved by the Board of Education and the Association prior to implementation of the decisions.
3. Staff involvement in the planning process is encouraged as decisions made may affect the total staff in a building. Participation on a SBD committee is voluntary, and non-participation on a committee shall not be part of a teacher's evaluation, or otherwise be used to discipline the teacher.

**ARTICLE XIV
PROFESSIONAL COMPENSATION**

14.01 **SALARIES** The salaries of all individuals included in the bargaining unit covered by this Agreement are set forth in Schedule A, Schedule B, and Schedule C, which are all attached to and incorporated in this Agreement.

14.02 **CONTRACTS**

- A. **SCHEDULE A** Individuals included in the bargaining unit shall be placed on the salary schedule as appropriate in accordance with Schedule A of this Agreement. A contract is for a school year of 185.5 days, and for a normal school day.
- B. **SCHEDULE B** Individuals performing services identified on Schedule B shall receive a "Special Services" Contract indicating the rate of pay for said service. No teacher will be expected to provide special services without a "Special Services" Contract. Before a Special Services Contract can be offered, a job description for that position must be on file and accepted, according to the provisions of Section 12.07. A list of the current Schedule B job descriptions and Schedule B point totals is contained in the current Schedule B book, which is incorporated herein by reference. Schedule B positions shall be paid in accordance with the Schedule B pay rate, which is attached to this Agreement and incorporated herein

- C. **SCHEDULE B LONGEVITY PAYMENTS** Bargaining unit members in the same Schedule B job for five (5) years or more shall receive an increase of 5% per point. Service performed need not be consecutive years of service. Teachers who move to different jobs within the same sport or activity shall gain service credit as if they held one job the entire time (i.e., this applies to class sponsors, theater advisors, and others not normally considered to be "coaches.")
- D. **SCHEDULE B PAY OPTIONS** Teachers in Schedule B positions may elect one of the following pay options on their Schedule B contract for yearly or seasonal positions:
1. The teacher may elect to be paid the full amount on the first payroll date following the last scheduled match of the season, provided all job responsibilities have been completed. Notification of job completion by the supervisor must be received by the payroll office the Friday previous to the scheduled pay day; or
 2. The teacher may elect to be paid a prorated amount each pay day in his/her regular paycheck for the duration of the Schedule B activity. The last paycheck will be issued following the last scheduled activity of the season, provided all job responsibilities have been completed. Notification of job completion by the supervisor must be received by the payroll office the Friday previous to the scheduled pay day; or
 3. If the position is for the entire school year, the teacher may elect to be paid in separate paychecks on the first pay day in December, March, and June.

14.03 **PRO-RATED CONTRACTS**

- A. A "teaching contract" is normally for a full school year and school day. Shorter contracts may be issued if necessary and shall be prorated.
- B. In cases where the District sets the hours per day in a full-year position, a teacher working:
1. Half-time or more receives one year of credit in the position.
 2. Less than half-time receives one-half year of credit in the position.
- C. In cases where the District determines the teacher will teach a portion of each week in a full-year position, a teacher working:
1. 2½ days or more per week receives one year of credit in the position.
 2. Less than 2½ days per week receives one-half year of credit in the position.

D. In cases where a teacher works less than the entire year, a teacher working:

1. 138 or more days receives one year of credit.
2. 46 - 137 days receives one-half year of credit.
3. Less than 46 days receives no credit.

E. As in previous years, both time worked and time on leave count, except that time on unpaid leaves under 10.02 A, B, C, and D do not count toward salary increment credit.

14.04 **TRANSFER TIME** Placement on Schedule A shall be as follows: Ten (10) years of experience outside the District will be accepted at full credit. This provision shall apply only to persons hired beginning with the 1996-97 school year. A teacher returning to the District will be given full credit for prior years experience in the District.

14.05 **COLUMN ADVANCEMENT ON SCHEDULE A** Upon receipt of a written notice, prior to the third (3rd) day school is in session of the contract year, that requirements for column advancement on Schedule A have been completed, an individual's contract shall be amended to reflect the additional compensation. If the teacher does not establish the validity of this notice within thirty (30) calendar days, or by a mutually agreed later date, the Board may, upon notice to the teacher, adjust the salary to the previous level.

14.06 **PART-TIME SALARY PRORATION** A part-time teacher shall be paid pro rata salary as compared with the regular school day for a full-time teacher.

14.07 **SALARY OPTIONS** The salary of bargaining unit members shall be paid in equal installments. The equal installments will be paid in accordance with the teacher's choice of payment under Option 1 or Option 2 as set forth in this section.

- A. **OPTION 1** - A member of the bargaining unit may request his pay to be computed and paid in twenty-one (21) equal installments. In case of teachers who select this option, the first installment will be paid on the first normal payday.
- B. **OPTION 2** - A member of the bargaining unit may request his pay to be computed and paid in twenty-six (26) equal installments. These pays will start on the first normal payday of the normal school year and continue thereafter on every other Friday until paid in full except that a teacher on this plan shall receive the balance of his salary for the school year on the first regularly scheduled payday on or after the close of the school year in June.

For teachers on the 26-pay plan Option, the District will compute deductions for insurance and other programs through the summer on the basis of information available as of May 15 of the school year and will assume no obligation nor have

any responsibility to make adjustments in case of changes in any premiums or costs for such benefits that may take place after May 15 of the school year.

14.08 **PAYROLL DEDUCTIONS**

- A. The District shall make such payroll deductions as required by law and other deductions as authorized by the individual for those purposes now available and any other as authorized by the Superintendent. A list of all available payroll deductions shall be available from the office of Central Administration.

- B. In case of payroll deductions for any teacher for insurance, the District will deduct such amounts as are authorized by the individuals in writing on appropriate forms and in such amounts as the insurance carrier notifies the District in writing are due from the individual.

- C. Upon appropriate written authorization from the bargaining unit member, the District shall deduct from the salary of any such bargaining unit member and make appropriate remittance for programs jointly approved by the Association and District.
 - 1. Any program for deductions must have a minimum of five participants to be established and remain in effect.
 - 2. The initial deduction or change in deduction must be delivered to the payroll office seven days prior to the effective payroll date.
 - 3. Amendments to annuity programs may be effectuated during the months of September, January, and May.
 - 4. The 1996-97 list of deductions shall remain in effect as long as the terms of number (1) and (2) are met.
 - 5. Employees may make voluntary payroll deductions to the extent allowed under Internal Revenue Service (IRS) guidelines. Employees will be responsible for all employee taxes, including any penalties arising out of deductions that exceed the limits allowed by law, that are assessed against the employee.

**ARTICLE XV
FRINGE BENEFITS**

15.01 **HEALTH INSURANCE** Each teacher (other than substitutes), full or regular part-time working fifty percent (50%) or more of a regular school week, may elect in writing Option A and/or B subject to the conditions listed below. The cost of Option A or B will be paid by the Board so long as the teacher remains under its employ.

- A. **OPTION A** -- Full coverage as desired by the teacher under the basic MESSA Super Med I Program as it currently is defined in the policy with no additional options as may be usually selected under Super Med I. The District shall reimburse each teacher for \$50 of the deductible under this plan in a separate check on the first paydate each December.
- B. **OPTION B** -- For teachers who do not elect health insurance coverage, any of the option programs provided by MESSA for which the teacher is eligible under MESSA Policy. Any teacher selecting only Option B will have the cost of such option paid by the Board up to an amount equivalent to the costs of a single subscriber under Option A. A teacher may select Option B or a Board-paid annuity equal to one-half (1/2) of the single subscriber premium rate of Option A.
- C. Any teacher selecting A in addition may select Option B, the cost of such Option B to be paid by the teacher. The Board, through payroll deduction procedures, will handle payment by teachers of any costs beyond the District's contribution for the insurance coverage selected by teachers under the above choices.

15.02 **DENTAL INSURANCE** Beginning October 1, 1997, the District shall provide without cost to all bargaining unit members and their eligible dependents (as defined by MESSA/Delta) the following MESSA/Delta Dental Plan:

- A. Class I and Class II Co-pays of 90% and 90%, with \$1,500 maximum;
- B. Class III Orthodontic Rider with Co-pay of 90%, with \$3,200 maximum;
- C. Internal and external coordination of benefits (COB);
- D. Sealants;

15.03 **LIFE INSURANCE** The District shall provide without cost to the bargaining unit member MESSA Negotiated Term Life Insurance protection in the amount of \$40,000, which shall be paid to the bargaining unit member's designated beneficiary. In the event of accidental death, the insurance will pay double the specified amount. The plan shall include Accidental Death and Dismemberment (AD&D) and Waiver of Premium (WOP).

15.04 LONG TERM DISABILITY INSURANCE The Board of Education shall provide, without cost, MESSA Long Term Disability Insurance for each member of the bargaining unit, beginning October 1, 1997. The following benefits shall be included:

- A. Benefit percentage - 66 2/3 %
- B. Maximum monthly income benefit - \$4,000
- C. Maximum eligible monthly salary - \$6,000
- D. Qualifying period - 180 calendar days modified fill
- E. Maternity coverage
- F. Pre-existing condition waiver
- G. Social Security freeze
- H. Alcoholism/Drug Abuse waiver
- I. Mental/Nervous Conditions waiver
- J. Cost of Living benefit

15.05 VISION INSURANCE Beginning October 1, 1994, the District shall provide without cost to the bargaining unit member, MESSA Vision Service Plan II for all bargaining unit members and their eligible dependents as defined by MESSA..

15.06 LONG TERM CARE INSURANCE Teachers shall be allowed to participate in the MEA Sponsored Long Term Care Insurance program on an individual basis, and at no cost to the District. The District shall provide payroll deduction, to enable the bargaining unit member to participate in the MEA Sponsored Long-Term Care Insurance Program.

15.07 ENROLLMENT PERIOD The above option elections must be made by the teacher in writing annually during the enrollment period during the month of September, or in the case of teachers hired after the enrollment period, within thirty (30) calendar days of the beginning of employment. Insurance coverage for such employees who enroll and otherwise qualify will become effective as the terms of the insurance policies and the regulations of the insurance carrier permit.

15.08 AMENDMENTS TO ANNUITY PROGRAMS Amendments to annuity programs as provided in Article 14 or 15 may be effectuated during the months of September, January, and May.

15.09 FULL YEAR'S BENEFITS Any teacher working the full school year will receive the full year's benefits. For health, the insurance year is September 1 (or the first day worked for new hires) through August 31. For dental, life, LTD and vision, the insurance year is September 1 through August 31. For any employee who retired and/or terminated employment prior to the 1997-98 school year, the insurance year for health insurance is September 1 through August 31, and the insurance year for dental and vision is October 1 through September 30.

15.10 PRORATION OF BENEFITS Any teacher working less than the full school year shall be covered by the following provisions:

- A. When a teacher begins employment after the beginning of the school year, resigns before the end of the school year, and/or requests and is granted a leave of absence without pay during the school year, the District will provide two (2) days of fringe benefits for each day worked or on paid leave.
1. Example #1: A teacher who resigns at the end of the first semester has completed approximately 92 days and thus will receive 184 days of benefits.
 2. Example #2: A teacher who requests and is granted 20 days of unpaid leave during the year would work 164 days and, therefore, would receive 328 days of benefits.
- B. In implementing the foregoing, it is recognized that insurance premiums are paid by the month and, consequently, coverage will be provided through the end of the month during which the formula would otherwise expire.
- C. In the event a teacher's prorated share of the annual cost of the coverage paid by the District is not sufficient to cover the costs of premiums for the balance of the year until the beginning of the school year in the following fall, the teacher may continue coverage by contributing any additional amounts necessary to pay the full premium cost.
- D. In the event another employer provides equivalent benefits, the foregoing benefits will be terminated at the end of the next month.
- E. If a teacher breaks his contract, his insurance benefits will terminate at the end of the last month worked.

15.11 **TEACHER BECOMES DISABLED** When a teacher becomes disabled during any school year and is unable to work, the District will continue insurance benefits through the year when paid sick leave expires and until the teacher's benefits for the following year would resume. The District has no responsibility to provide such benefits during a school year in which no work is performed or sick leave is drawn by the teacher under the terms of this Agreement.

15.12 **SURVIVOR'S INSURANCE COVERAGE** In the event that a teacher dies, and the family is not eligible for state retirement survivor's health insurance, the District shall continue District-paid group insurance benefits for the surviving spouse and/or dependent children of the deceased teacher through the end of the current insurance year. This continuation shall be subject to the rules of the carrier.

15.13 **MISCELLANEOUS PROVISIONS**

- A. The liability of the District, and its agents, is limited to timely payment of the applicable premium.

- B. Changes in family status shall be reported by the employee to the personnel office within thirty (30) days of such change. The employee shall be responsible for any overpayment of premiums made by the Board in his/her behalf for failure to comply with this paragraph.
- C. The Board agrees to provide the above mentioned benefit programs within the Underwriting Rules and Regulations as set forth by the carrier(s) in the master contract held by the policyholder.

ARTICLE XVI RETIREMENT PLANS

16.01 **RETIREMENT INCENTIVE PLAN** All retirees who retired under the provisions of Section 13.14 of the 1986-93 Master Agreements (i.e. Retirement Incentive Plans) or Article XVI of the 1993-97 Master Agreement shall continue to receive the payments and benefits thereof. The District shall continue their obligation for the retirees through the end of their respective retirement contracts.

16.02 **GENERIC/UNIVERSAL RETIREMENT CREDIT** Any teacher who has fifteen (15) years of service in the West Ottawa School District (unless waived by the Board) and is eligible to retire under the Michigan Public School Employees Retirement Plan and who resigns his/her position with the West Ottawa School District shall receive the following benefit in lieu of any benefits in 16.03. The District will purchase up to five (5) years of generic service credit according to the following schedule:

25 years of service credit = 5 years
26 years of service credit = 4 years
27 years of service credit = 3 years
28 years of service credit = 2 years
29 years of service credit = 1 year

Persons electing to retire under this plan shall notify the District by September 1 if they wish to retire at the end of the 1st Semester. Persons electing to retire at the end of the school year shall follow the procedures set forth in Article 16.03.

Any tax liability will be borne by the teacher.

16.03 **LUMP SUM TERMINATION BONUS** The District shall provide a lump sum termination bonus under the following conditions effective with the 1993-94 school year:

- A. **QUALIFICATION** - the teacher must be at the top of their individual salary column.

B. **INCENTIVE PAY-OUT** - the lump sum termination bonus is equal to sixty percent (60%) of their current salary.

C. **PAY-OUT OPTION:**

Lump sum payment on the last scheduled payday in June of the current school year or a payment plan will be set up with the business office.

The employee is responsible for all taxes.

D. A payment contract shall be worked out with the business office.

E. Any teacher who elects this lump sum termination bonus payment shall not be eligible for the Generic/Universal Retirement Credit plan (16.02) of the Master Agreement.

16.04 **RETIREMENT PROCEDURES**

A. **NUMBER OF PARTICIPANTS** - the maximum number of participants for the two termination/retirement plans-- 16.02 Generic/Universal Retirement Credit and 16.03 Lump Sum Termination Bonus in a given year shall be as follows:

1997-98 school year: 3

1998-99 school year: 3 + any left over from preceding year.

B. **FORMS** - All school buildings will provide sign-up forms for the plan by January 10 of the current year.

C. Applications may be turned in beginning February 1 and held in the Office of Human Resource on file for the February 10 opening date.

D. **PROGRAM DATES** - The sign-up period for the program will start at 4:00 p.m. on February 10 of the current year, and will end at 4:00 p.m. on April 15 of that year. If either of these dates falls on a non-school day, the deadline date will be moved to the next day school is in session. Applications for the plan must be turned in to the Human Resources Office at 294 W. Lakewood Blvd.

E. **TIES** - The plan is offered on a first come, first serve basis. Any applications received prior to or on February 10 at any time until the closing of the office at 5:00 p.m. shall be deemed to have been received on February 10 at 5:00 p.m. and eligible for "ties" as stated below. After February 10, all applications received on a given day shall be considered to have arrived at 4:00 p.m. Any application received after 4:00 p.m. shall be considered to have arrived the following day. Ties in the same time shall be broken by earliest date of hire, (reference: Seniority List).

- F. Teachers electing to retire under the plans (16.02 and 16.03) may make application only for the current year, the school year in which they plan to retire.
- G. Articles 16.02, 16.03, and 16.04 shall remain in effect until the expiration date of this Agreement which is August 31, 1997, unless the parties agree to extend these articles.

16.05 **HOLD HARMLESS** The Association agrees to defend, indemnify and hold harmless the District, including the Board of Education, individual Board of Education members, both past and present, and District administrative employees and agents, of and from any demands, claims, causes of action and liability, including costs, expenses and attorney fees, in the event of any claim that sections 16.02 and/or 16.03 of this Article or the application of those sections are discriminatory on the basis of age.

The District and the Association may agree that an attorney provided by the Association and agreed upon by the District, will defend against the above referenced demands, claims, causes of action and liability.

ARTICLE XVII GUEST TEACHERS

17.01 **RESPONSIBILITIES** Guest teachers shall have the same responsibilities as the person(s) for whom they are substituting. They will be expected to carry the same workload and put in the same hours as the person(s) they are replacing.

17.02 **GUEST TEACHER PAY RATES**

- A. Base pay (without required training): \$55.00 per day
- B. Pay for guest teachers who have completed training: \$75.00 or \$95.00, depending on the amount of training completed, as described below.
- C. When a guest teacher works consecutive days, replacing one teacher or many, his/her pay shall be according to Schedule A, excluding insurance benefits, beginning with the sixteenth (16th) consecutive day and for each consecutive day thereafter.

17.03 **TRAINING**

- A. A training program will be offered to all people who serve as guest teachers to provide training in Chicago Math, K-5 Reading Program, etc.
- B. Required elementary courses include 2.5 hours of Everyday Math orientation and 2.5 hours of K-5 Invitations to Literacy orientation. Required secondary courses include 5 hours of Chicago Math training - grades 6-12.
- C. Additional training in core academic areas includes math, English, language arts, science, world studies, etc. This additional training must be done after completion of the required courses described in paragraph B above.
- D. "Hours" of coursework or training refers to clock hours.
- E. A record of completed training must be verified by the Department of Instruction before an increase in pay will occur. The increase will take effect during the next pay period following verification. To begin the school year at the higher pay rate, training must be completed and verified between May 1 and August 31.

17.04 **SALARY INCREASES BASED ON COMPLETION OF TRAINING**

- A. Guest teachers who have completed and verified 5 hours of training in required courses and/or core academics (see paragraph 17.03 above) each year will be paid \$75 per day.
- B. Guest teachers who have completed and verified the five (5) hours of required training plus fifteen (15) hours of approved additional training each year will be paid \$95 per day.
- C. Guest teachers who have not completed at least five (5) hours of required training each year will be paid at the \$55 rate.

17.05 **LEAVE DAYS FOR GUEST TEACHERS**

- A. After thirty (30) consecutive days of subbing, a guest teacher will be eligible for one (1) paid sick leave day.
- B. After each sixty (60) consecutive days of subbing, a guest teacher will be eligible for one (1) paid personal business day.
- C. If a guest teacher is being paid according to Paragraph 2-C above (i.e. Schedule A), his/her salary shall revert to the per diem salary established in Paragraphs 2-A and/or B above if (1) s/he has more than one (1) unpaid leave day for sickness prior to subbing thirty (30) consecutive days, or (2) s/he does not work for reasons

other than closing of school due to inclement weather, inservice day, conferences, jury duty, court subpoena or a special emergency circumstance approved by the Personnel Director. The guest teacher's pay shall remain at the level in Paragraphs 2-A and/or B above until s/he again qualifies for pay based Paragraph 2-C.

17.06 SUMMER PROGRAMS

A. Teachers on staff who work for other teachers in a summer program shall be paid the Schedule C hourly rate.

B. Guest teachers who perform a guest teacher duty in a summer program will be paid at the guest teacher rate of \$75.00 per day prorated for the amount of time worked. The guest teachers are expected to work the regular teacher day, including planning time, and will be paid for this time at the rate of \$10.71 per hour [$\$75.00 \div 7$ hours].

17.07 All staff, present teachers, support staff, and administrators, are encouraged to participate in training sessions that will be held after school, Saturdays, and during the summer.

17.08 Present staff members are encouraged to share this information with friends, professional contacts, retired teachers, etc.

17.09 Certified teachers who are employed in support staff roles (e.g., educational assistant, musical assistant in the middle school, pool director, etc.) may be asked to substitute for absent teachers. Individuals in this circumstance shall be paid \$75 per day, and according to Schedule A beginning with the sixteenth (16th) consecutive day.

17.10 The determination to no longer utilize the services of a guest teacher shall not constitute a violation of this Agreement and shall not be the subject of a grievance.

**ARTICLE XVIII
SPECIAL EDUCATION/LEAST RESTRICTIVE
ENVIRONMENT/MEDICAL PROCEDURES**

18.01 **PLACEMENT INFORMATION** Any teacher who, as a result of an IEPC placement, will be providing instruction or other services for a handicapped student in a special or regular education classroom setting will be advised of the identity of the handicapped student and provided with access to information pertaining to the student's placement available from the special education teacher and education records containing information of legitimate educational interest to the teacher.

18.02 **IEPC ATTENDANCE** The District shall provide written notice to any teacher who will be providing instructional or other services to a handicapped student to participate in the IEPC which may initially place (or continue the placement) of the student in a regular education classroom.

18.03 **PROBLEMS** If any teacher to whom a handicapped student is assigned advises the District, in writing, of a reasonable basis to believe that problems exist in the implementation of the student's current IEPC which negatively impact the student's educational progress and/or impede the learning progress of non-handicapped students in the same classroom setting, the teacher shall have the right to request a meeting of appropriate staff to discuss the problems and possible solutions or to request the convening of another IEPC meeting.

18.04 **TRAINING** If requested by the teacher, the District will provide in-service and/or other training to teachers regarding the instruction and behavioral management of handicapped students in regular education classroom settings.

18.05 **MEDICAL PROCEDURES** Where clean intermittent catheterization, suctioning (nasal, oral, or deep), tracheotomy care (clean, suction, etc.), tube feeding, medication (oral, topical) related to the procedures enumerated herein, medication by gastrostomy tube, oxygen regulation or care, or similar procedures, are necessary to maintain a student in the classroom, these procedures will be performed by school support personnel or county nurse(s) who will be provided with appropriate training. Teachers will not be required to perform these procedures.

ARTICLE XIX PROBATION AND CONTINUING STATUS FOR NON-CERTIFIED TEACHERS

19.01 The provisions of this Article shall apply to all bargaining unit members who are not eligible for tenure under the Michigan Teachers' Tenure Act (MCLA 38.71 *et. seq.*; MSA 15.1971 *et. seq.*).

19.02 A bargaining unit member may, upon initial employment with the District, be required to serve a probationary period not to exceed two (2) calendar years from his/her anniversary date of employment. If an employee works a partial school year, such periods shall be aggregated for purposes of computing the two year probationary period if the experience has occurred within four (4) calendar years of the time when continuing status is claimed.

19.03 At least sixty (60) days before conclusion of the probationary period described in paragraph 98.02 above, the District shall determine whether the employee's performance is satisfactory or unsatisfactory, and shall notify the employee in writing. The determination of unsatisfactory performance shall be based on the employee's Teachers'

Appraisal Form (AF 8-95). If the District determines unsatisfactory performance, it shall provide the employee with the specific reasons for the determination.

19.04 If the District determines that the probationary employee's performance is unsatisfactory in accordance with the above paragraphs, the employee's contract shall not be renewed.

19.05 For purposes of non-renewal, the employee shall be considered "probationary" under the terms of this Agreement.

19.06 If the District does not determine unsatisfactory performance in accordance with the above paragraphs, the employee shall be considered to be on "continuing status." The term "continuing status" shall be equated to the term "tenure" under the terms of this Agreement for bargaining unit members who are not eligible for tenure under the Michigan Teachers' Tenure Act, MCLA 38.71 *et. seq.*

ARTICLE XX TEACHERS' FILES

20.01 Before any written document is placed in a teacher's personnel file, the following shall be done:

- A. Any document about a teacher or teachers that is to be placed in a file shall be put in writing and dated. The teacher shall be given a copy of any such document when it is put in the file. In addition, disciplinary actions and/or complaints shall conform to the requirements contained in Article VI. Documents that do not contain all of this information shall not be included in the teacher's file;
- B. The teacher shall receive a copy of the written document(s) before they are placed in his/her file;
- C. The District shall correct or expunge from all District files any information determined by the District and/or an arbitrator to be inaccurate.

20.02 The teacher shall have the right to submit a written response to any material placed in his/her file, and this response shall be attached to all copies of the written document, including but not limited to all copies provided to all third parties.

20.03 In the event that any material from a teacher's personnel files is provided to any third party, the teacher shall be notified of the name(s) of the parties that received the information, and shall, upon request, be given a copy of all information provided to the third parties.

20.04 If the District releases any material from a teacher's personnel file, the District shall simultaneously release the corresponding teacher's response(s) to the material.

20.05 In the event that the District receives a FOIA request for the personnel file(s) of any teacher(s), or any portion thereof, the District shall immediately mail the following to the affected teacher(s) and to the Association:

- A. A copy of the FOIA request;
- B. The name(s) of the requesting parties, and all documents and communications received by the District; and
- C. The District shall take the maximum time allowable by law to respond to a FOIA request to allow the teachers and/or Association the opportunity to take whatever legal action is available to bar disclosure of any or all of the requested document(s).
- D. Copies of all communications and documentation sent to the requesting parties by District administrators or other District agents or attorneys.

20.06 The District shall not release the following "exempt" items to third parties:

- A. Social security numbers
- B. Medical, psychological or counseling information with respect to a teacher or a teacher's family.

20.07 The District and Association shall establish a joint committee to further study the issue of files and FOIA, in accordance with the Letter of Agreement attached to this Agreement.

**ARTICLE XXI
TERMINATION**

21.01 This Agreement shall be effective as of August 15, 1997, and will remain in effect through August 31, 1999.

IN WITNESS WHEREOF, the parties hereby have hereunto set their hands and seals this date, August 15, 1997, in Holland, Michigan.

For the Association:



President, WOEА




Secretary, WOEА

For the District:



President, Board of Education



Superintendent, West Ottawa Public
Schools

SCHEDULE A
WEST OTTAWA 1997-98 DAILY SALARY RATE ***

Years of Exper.	1 BA/BS/ Prov.	2 BA + 10 w/ Perm.*	3 BA + 20 w/ Perm.*	4 BA + 30 w/ Perm.*	5 MA w/ Prov. or Perm. Cert.	6 Col. 5 + 10 Hrs. Grad. Credit**	7 Col. 6 + 10 Hrs. Grad. Credit**	8 Col 7 + 10 Hrs. Grad. Credit**	9 Spec. Degree or Ph.D.
0	1.00 164.52	1.02 167.81	1.04 171.10	1.06 174.39	1.08 177.68	1.10 180.97	1.12 184.26	1.14 187.55	1.16 190.84
1	1.04 171.10	1.06 174.39	1.08 177.68	1.10 180.97	1.12 184.26	1.14 187.55	1.16 190.84	1.19 195.78	1.21 199.07
2	1.08 177.68	1.10 180.97	1.12 184.26	1.14 187.55	1.17 192.49	1.19 195.78	1.21 199.07	1.23 202.36	1.25 205.65
3	1.13 185.91	1.15 189.20	1.18 194.13	1.20 197.42	1.22 200.71	1.24 204.00	1.27 208.94	1.29 212.23	1.31 215.52
4	1.18 194.13	1.20 197.42	1.23 202.36	1.25 205.65	1.27 208.94	1.30 213.88	1.32 217.17	1.35 222.10	1.37 225.39
5	1.23 202.36	1.25 205.65	1.28 210.59	1.30 213.88	1.33 218.81	1.35 222.10	1.38 227.04	1.40 230.33	1.43 235.26
6	1.28 210.59	1.31 215.52	1.33 218.81	1.36 223.75	1.38 227.04	1.41 231.97	1.43 235.26	1.46 240.20	1.48 243.49
7	1.33 218.81	1.36 223.75	1.38 227.04	1.41 231.97	1.44 236.91	1.46 240.20	1.49 245.13	1.52 250.07	1.54 253.36
8	1.38 227.04	1.41 231.97	1.44 236.91	1.46 240.20	1.49 245.13	1.52 250.07	1.55 255.01	1.57 258.30	1.6 263.23
9	1.43 235.26	1.46 240.20	1.49 245.13	1.52 250.07	1.54 253.36	1.57 258.30	1.60 263.23	1.63 268.17	1.66 273.10
10	1.48 243.49	1.51 248.43	1.54 253.36	1.57 258.30	1.60 263.23	1.63 268.17	1.66 273.10	1.69 278.04	1.72 282.97
11	1.53 251.72	1.56 256.65	1.59 261.59	1.62 266.52	1.65 271.46	1.68 276.39	1.71 281.33	1.74 286.26	1.77 291.20
12	1.61 264.88	1.64 269.81	1.67 274.75	1.70 279.68	1.74 286.26	1.77 291.20	1.80 296.14	1.83 301.07	1.86 306.01
15	1.68 276.39	1.71 281.33	1.74 286.26	1.77 291.20	1.81 297.78	1.84 302.72	1.87 307.65	1.9 312.59	1.93 317.52
18	1.755 288.73	1.785 293.67	1.815 298.60	1.845 303.54	1.885 310.12	1.915 315.06	1.945 319.99	1.975 324.93	2.005 329.86

* Perm. means Life, Permanent, Continuing, or Professional Education Certificate

** Graduate hours earned after completion of MA Degree

*** To calculate annual salary, multiply daily rate x 185.5 days.

SCHEDULE A
WEST OTTAWA 1997-98: Calculation of Annual Salary ***

Years of Exper.	1 BA/BS/ Prov.	2 BA + 10 w/ Perm.*	3 BA + 20 w/ Perm.*	4 BA + 30 w/ Perm.*	5 MA w/ Prov. or Perm. Cert.	6 Col. 5 + 10 Hrs. Grad. Credit**	7 Col. 6 + 10 Hrs. Grad. Credit**	8 Col 7 + 10 Hrs. Grad. Credit**	9 Spec. Degree or Ph.D.
0	1.00 30,518	1.02 31,128	1.04 31,739	1.06 32,349	1.08 32,959	1.10 33,570	1.12 34,180	1.14 34,791	1.16 35,401
1	1.04 31,739	1.06 32,349	1.08 32,959	1.10 33,570	1.12 34,180	1.14 34,791	1.16 35,401	1.19 36,316	1.21 36,927
2	1.08 32,959	1.10 33,570	1.12 34,180	1.14 34,791	1.17 35,706	1.19 36,316	1.21 36,927	1.23 37,537	1.25 38,148
3	1.13 34,485	1.15 35,096	1.18 36,011	1.20 36,622	1.22 37,232	1.24 37,842	1.27 38,758	1.29 39,368	1.31 39,979
4	1.18 36,011	1.20 36,622	1.23 37,537	1.25 38,148	1.27 38,758	1.30 39,673	1.32 40,284	1.35 41,199	1.37 41,810
5	1.23 37,537	1.25 38,148	1.28 39,063	1.30 39,673	1.33 40,589	1.35 41,199	1.38 42,115	1.40 42,725	1.43 43,641
6	1.28 39,063	1.31 39,979	1.33 40,589	1.36 41,504	1.38 42,115	1.41 43,030	1.43 43,641	1.46 44,556	1.48 45,167
7	1.33 40,589	1.36 41,504	1.38 42,115	1.41 43,030	1.44 43,946	1.46 44,556	1.49 45,472	1.52 46,387	1.54 46,998
8	1.38 42,115	1.41 43,030	1.44 43,946	1.46 44,556	1.49 45,472	1.52 46,387	1.55 47,303	1.57 47,913	1.6 48,829
9	1.43 43,641	1.46 44,556	1.49 45,472	1.52 46,387	1.54 46,998	1.57 47,913	1.60 48,829	1.63 49,744	1.66 50,660
10	1.48 45,167	1.51 46,082	1.54 46,998	1.57 47,913	1.60 48,829	1.63 49,744	1.66 50,660	1.69 51,575	1.72 52,491
11	1.53 46,693	1.56 47,608	1.59 48,524	1.62 49,439	1.65 50,355	1.68 51,270	1.71 52,186	1.74 53,101	1.77 54,017
12	1.61 49,134	1.64 50,050	1.67 50,965	1.70 51,881	1.74 53,101	1.77 54,017	1.80 54,932	1.83 55,848	1.86 56,763
15	1.68 51,270	1.71 52,186	1.74 53,101	1.77 54,017	1.81 55,238	1.84 56,153	1.87 57,069	1.9 57,984	1.93 58,900
18	1.755 53,559	1.785 54,475	1.815 55,390	1.845 56,306	1.885 57,526	1.915 58,442	1.945 59,358	1.975 60,273	2.005 61,189

* Perm. means Life, Permanent, Continuing, or Professional Education Certificate

** Graduate hours earned after completion of MA Degree

*** Calculated by multiplying the daily rate at each step x 185.5 days.

APPENDIX A
WEST OTTAWA 1998-99 DAILY SALARY RATE***

Years of Exper.	1	2	3	4	5	6	7	8	9
	BA/BS/ Prov.	BA + 10 w/ Perm.*	BA + 20 w/ Perm.*	BA + 30 w/ Perm.*	MA w/ Prov. or Perm. Cert.	Col. 5 + 10 Hrs. Grad. Credit**	Col. 6 + 10 Hrs. Grad. Credit**	Col 7 + 10 Hrs. Grad. Credit**	Spec. Degree or Ph.D.
0	1.00 169.04	1.02 172.42	1.04 175.80	1.06 179.18	1.08 182.56	1.10 185.94	1.12 189.32	1.14 192.71	1.16 196.09
1	1.04 175.80	1.06 179.18	1.08 182.56	1.10 185.94	1.12 189.32	1.14 192.71	1.16 196.09	1.19 201.16	1.21 204.54
2	1.08 182.56	1.10 185.94	1.12 189.32	1.14 192.71	1.17 197.78	1.19 201.16	1.21 204.54	1.23 207.92	1.25 211.30
3	1.13 191.02	1.15 194.40	1.18 199.47	1.20 202.85	1.22 206.23	1.24 209.61	1.27 214.68	1.29 218.06	1.31 221.44
4	1.18 199.47	1.20 202.85	1.23 207.92	1.25 211.30	1.27 214.68	1.30 219.75	1.32 223.13	1.35 228.20	1.37 231.58
5	1.23 207.92	1.25 211.30	1.28 216.37	1.30 219.75	1.33 224.82	1.35 228.20	1.38 233.28	1.40 236.66	1.43 241.73
6	1.28 216.37	1.31 221.44	1.33 224.82	1.36 229.89	1.38 233.28	1.41 238.35	1.43 241.73	1.46 246.80	1.48 250.18
7	1.33 224.82	1.36 229.89	1.38 233.28	1.41 238.35	1.44 243.42	1.46 246.80	1.49 251.87	1.52 256.94	1.54 260.32
8	1.38 233.28	1.41 238.35	1.44 243.42	1.46 246.80	1.49 251.87	1.52 256.94	1.55 262.01	1.57 265.39	1.6 270.46
9	1.43 241.73	1.46 246.80	1.49 251.87	1.52 256.94	1.54 260.32	1.57 265.39	1.60 270.46	1.63 275.54	1.66 280.61
10	1.48 250.18	1.51 255.25	1.54 260.32	1.57 265.39	1.60 270.46	1.63 275.54	1.66 280.61	1.69 285.68	1.72 290.75
11	1.53 258.63	1.56 263.70	1.59 268.77	1.62 273.84	1.65 278.92	1.68 283.99	1.71 289.06	1.74 294.13	1.77 299.20
12	1.61 272.15	1.64 277.23	1.67 282.30	1.70 287.37	1.74 294.13	1.77 299.20	1.80 304.27	1.83 309.34	1.86 314.41
15	1.68 283.99	1.71 289.06	1.74 294.13	1.77 299.20	1.81 305.96	1.84 311.03	1.87 316.10	1.9 321.18	1.93 326.25
18	1.755 296.67	1.785 301.74	1.815 306.81	1.845 311.88	1.885 318.64	1.915 323.71	1.945 328.78	1.975 333.85	2.005 338.93

* Perm. means Life, Permanent, Continuing, or Professional Education Certificate

** Graduate hours earned after completion of MA Degree

*** To calculate annual salary, multiply daily rate x 185.5 days.

APPENDIX A
WEST OTTAWA 1998-99: Calculation of Annual Salary***

Years of Exper.	1	2	3	4	5	6	7	8	9
	BA/BS/ Prov.	BA + 10 w/ Perm.*	BA + 20 w/ Perm.*	BA + 30 w/ Perm.*	MA w/ Prov. or Perm. Cert.	Col. 5 + 10 Hrs. Grad. Credit**	Col. 6 + 10 Hrs. Grad. Credit**	Col 7 + 10 Hrs. Grad. Credit**	Spec. Degree or Ph.D.
0	1.00 31,357	1.02 31,984	1.04 32,611	1.06 33,238	1.08 33,866	1.10 34,493	1.12 35,120	1.14 35,747	1.16 36,374
1	1.04 32,611	1.06 33,238	1.08 33,866	1.10 34,493	1.12 35,120	1.14 35,747	1.16 36,374	1.19 37,315	1.21 37,942
2	1.08 33,866	1.10 34,493	1.12 35,120	1.14 35,747	1.17 36,688	1.19 37,315	1.21 37,942	1.23 38,569	1.25 39,196
3	1.13 35,433	1.15 36,061	1.18 37,001	1.20 37,628	1.22 38,256	1.24 38,883	1.27 39,823	1.29 40,451	1.31 41,078
4	1.18 37,001	1.20 37,628	1.23 38,569	1.25 39,196	1.27 39,823	1.30 40,764	1.32 41,391	1.35 42,332	1.37 42,959
5	1.23 38,569	1.25 39,196	1.28 40,137	1.30 40,764	1.33 41,705	1.35 42,332	1.38 43,273	1.40 43,900	1.43 44,841
6	1.28 40,137	1.31 41,078	1.33 41,705	1.36 42,646	1.38 43,273	1.41 44,213	1.43 44,841	1.46 45,781	1.48 46,408
7	1.33 41,705	1.36 42,646	1.38 43,273	1.41 44,213	1.44 45,154	1.46 45,781	1.49 46,722	1.52 47,663	1.54 48,290
8	1.38 43,273	1.41 44,213	1.44 45,154	1.46 45,781	1.49 46,722	1.52 47,663	1.55 48,603	1.57 49,230	1.6 50,171
9	1.43 44,841	1.46 45,781	1.49 46,722	1.52 47,663	1.54 48,290	1.57 49,230	1.60 50,171	1.63 51,112	1.66 52,053
10	1.48 46,408	1.51 47,349	1.54 48,290	1.57 49,230	1.60 50,171	1.63 51,112	1.66 52,053	1.69 52,993	1.72 53,934
11	1.53 47,976	1.56 48,917	1.59 49,858	1.62 50,798	1.65 51,739	1.68 52,680	1.71 53,620	1.74 54,561	1.77 55,502
12	1.61 50,485	1.64 51,425	1.67 52,366	1.70 53,307	1.74 54,561	1.77 55,502	1.80 56,443	1.83 57,383	1.86 58,324
15	1.68 52,680	1.71 53,620	1.74 54,561	1.77 55,502	1.81 56,756	1.84 57,697	1.87 58,638	1.9 59,578	1.93 60,519
18	1.755 55,032	1.785 55,972	1.815 56,913	1.845 57,854	1.885 59,108	1.915 60,049	1.945 60,989	1.975 61,930	2.005 62,871

* Perm. means Life, Permanent, Continuing, or Professional Education Certificate

** Graduate hours earned after completion of MA Degree

*** Calculated by multiplying the daily rate at each step x 185.5 days.

SCHEDULE B

- A. The list of current Schedule B positions, job descriptions and point totals is found in the current Schedule B book, which is incorporated herein by reference.
- B. The value for each Schedule B point shall be $.00423 \times$ the daily pay rate of Schedule A (Step 0, Column 1) \times 185.5 days. In 1997-98, each point shall be \$129.09, and in 1998-99 each point shall be \$132.64.
- C. Schedule B Longevity payments are as described in Article 14.02 C herein.

SCHEDULE C

- A. The Schedule C hourly rate shall be used for programs paid on an hourly basis, including but not limited to driver's education, adult education (non-recreation), special services, summer institute, in-service training, teacher option days, etc. The Schedule C hourly rate shall be $.0008 \times$ the daily pay rate of Schedule A (Step 0, Column 1) \times 185.5 days. In 1997-98, the Schedule C hourly rate shall be \$24.41, and in 1998-99 the Schedule C hourly rate shall be \$25.08.

SCHEDULE D 1997-98 Extended Year

		Student Count Days	Teacher Count Days	Sched. C Days	Total Student Count	Total Teacher Count	Total Sched. C Days
Aug. 18, 19	New Teacher Staff Development						
Aug. 20	District Opening Mtgs - a.m.		0.5				
	ILC K-12 Meetings - p.m.			0.5			
Aug. 21	Curr./Grade/Team plan - a.m.			1.0			
	Teacher's Classroom prep - p.m.						
Aug. 22	Grade/Team/Plan - Approved Activity			1.0			
Aug. 25	First Student Day - Full day	1	1				
Aug. 26 - 28	Regular Days	3	3				
Aug. 29, Sept. 1	Labor Day -- No school						
Sept. 2-Oct. 28	Regular Days	41	41				
Oct. 29	9-12 Regular day	1	1				
	K-8 Half day for students						
	PTC-K-8: 1-4; K-12: 5-8 p.m.		0.5				
Oct. 30	ILC K-12 Meetings, 8-11 a.m.			0.5			
	PTC - K-12: 12-3 & 4-7 p.m.		1				
Oct. 31	Staff Approved Option			1	46	48	4
Nov. 3 - 26	Regular Days	18	18				
Nov. 27, 28	Thanksgiving Recess						
Dec. 1 - 19	Regular Days	15	15				
Dec. 22 - Jan. 2	Holiday Recess						
Jan. 5 - Jan. 22	Regular Days	14	14				
	Jan. 20 - 22: 9-12 Exams - a.m.						
Jan. 23	Records Day			1	47	47	1
Jan. 26 - Mar. 4	Regular Days	28	28				
Mar. 3, 4	PTC - 9-12: 4-7 p.m.		1				
Mar. 4, 5	PTC - K-8: 4-7 p.m.						
Mar. 5	ILC K-12 Meetings, 8-11 a.m.			1			
	Curriculum 12-3 p.m.						
Mar. 6	Staff Approved Option Day			1			
Mar. 9 - April 3	Regular Days	20	20		48	49	2
April 6 - 10	Spring Break						
Apr. 13-May 13	Regular Days	23	23				
May 14	Tulip Time-No School-Approved Option			1			
May 15 - 22	Regular Days	6	6				
May 25	Memorial Day -- No school						
May 26-June 10	Regular Days	12	12				
	June 9-11: 9-12 Exams - a.m.						
June 11	K-12 - Half student day - a.m.	1	0.5				
	Records Day - p.m.			0.5			
June 12	Curriculum - a.m.			0.5			
	Staff Approved Option			0.5			
June 15	Staff Approved Option			1			
June 16, 17	Staff Packing and Moving Days				42	41.5	3.5
	TOTALS				183	185.5	10.5

**SCHEDULE D
1997-1998
School Calendar**

	AUGUST						SEPTEMBER						OCTOBER				
	M	T	W	T	F		M	T	W	T	F		M	T	W	T	F
(Teacher Days) 4.5							1	2	3	4	5				1	2	3
(Student Days) 4	18	19	20	21	22	T-21	8	9	10	11	12	T-	6	7	8	9	10
	25	26	27	28	29	S-21	15	16	17	18	19	22½	13	14	15	16	17
							22	23	24	25	26	S-21	20	21	22	23	24
							29	30					27	28	29	30	31
	NOVEMBER						DECEMBER						JANUARY				
	M	T	W	T	F		M	T	W	T	F		M	T	W	T	F
(Teacher Days) 18	3	4	5	6	7		1	2	3	4	5					1	2
(Student Days) 18	10	11	12	13	14	T-15	8	9	10	11	12	T-19	5	6	7	8	9
	17	18	19	20	21	S-15	15	16	17	18	19	S-19	12	13	14	15	16
	24	25	26	27	28		22	23	24	25	26		19	20	21	22	23
							29	30	31				26	27	28	29	30
	FEBRUARY						MARCH						APRIL				
	M	T	W	T	F		M	T	W	T	F		M	T	W	T	F
(Teacher Days) 20	2	3	4	5	6		2	3	4	5	6				1	2	3
(Student Days) 20	9	10	11	12	13	T-21	9	10	11	12	13	T-17	6	7	8	9	10
	16	17	18	19	20	S-20	16	17	18	19	20	S-17	13	14	15	16	17
	23	24	25	26	27		23	24	25	26	27		20	21	22	23	24
							30	31					27	28	29	30	
	MAY						JUNE										
	M	T	W	T	F		M	T	W	T	F	September 1	Labor Day				
(Teacher Days) 19					1		1	2	3	4	5	November 27	Thanksgiving				
(Student Days) 19	4	5	6	7	8	T-9	8	9	10	11	12	December 25	Christmas				
	11	12	13	14	15	S-	15	16	17	18	19	January 1	New Year's Day				
(Days) 19	18	19	20	21	22	-8.5						April 10	Good Friday				
	25	26	27	28	29							May 25	Memorial Day				

	Students	Teachers
First Day	8/25/97	8/20/97
Last Day	6/11/98	6/12/98

Total student days: 183 (including 2 half days)
Total teacher days: 185.5 (including 2 half days)

SCHEDULE D 1998-99 Extended Year

		Student Count Days	Teacher Count Days	Schedule C Days	Total Student Count	Total Teacher Count	Total Sched. C Days
Aug. 17, 18	New Teacher Staff Development						
Aug. 19	District Opening Mtgs - a.m.		0.5				
	ILC K-12 Meetings - p.m.			0.5			
Aug. 20	Curr./Grade/Team plan - a.m.			1.0			
	Teacher's Classroom prep - p.m.						
Aug. 21	Grade/Team/Plan - Approved Activity			1.0			
Aug. 24	First Student Day - Full day	1	1				
Aug. 25-Sept. 3	Regular Days	8	8				
Sept. 4, 7	Labor Day -- No school						
Sept. 8 -Oct. 27	Regulara Days	36	36				
Oct. 28	9-12 Regular day	1	1				
	K-8 Half day for students						
	PTC -K-8: 1-4 & 5-8 p.m.; 9-12: 5-8 p.m		0.5				
Oct. 29	ILC K-12 Meetings, 8-11 a.m.			0.5			
	PTC - K-12: 12-3 & 4-7 p.m.		1				
Oct. 30	Staff Approved Option			1	46	48	4
Nov. 2 - 25	Regular Days	18	18				
Nov. 26, 27	Thanksgiving Recess						
Nov. 30-Dec.18	Regular Days	15	15				
Dec. 21 - Jan. 1	Holiday Recess						
Jan. 4 - Jan. 21	Regular Days	14	14				
	Jan. 19 - 21: 9-12 Exams - a.m.						
Jan. 22	Records Day			1	47	47	1
Jan. 25 - Mar. 3	Regular Days	28	28				
Mar. 2, 3	PTC - 9-12: 4-7 p.m.		1				
Mar. 3, 4	PTC - K-8: 4-7 p.m.						
Mar. 4	ILC K-12 Meetings, 8-11 a.m.			1			
	Curriculum 12-3 p.m.						
Mar. 5	Staff Approved Option Day			1			
Mar. 8 - April 2	Regular Days	20	20		48	49	2
April 5 - 9	Spring Break						
Apr. 12-May 12	Regular Days	23	23				
May 13	Tulip Time - No School -Approved Option			1			
May 14 - 28	Regular Days	11	11				
May 31	Memorial Day -- No school						
June 1 - 9	Regular Days	7	7				
	June 8-10: 9-12 Exams - a.m.						
June 10	K-12 - Half student day - a.m.	1	0.5				
	Records Day - p.m.			0.5			
June 11	Curriculum - a.m.			0.5			
	Staff Approved Option - p.m.			0.5			
June 14 - 16	Staff Approved Option			1			
	Staff Packing and Moving Days				42	41.5	3.5
	TOTALS				183	185.5	10.5

**SCHEDULE D
1998-1999
School Calendar**

	AUGUST						SEPTEMBER						OCTOBER					
	M	T	W	T	F		M	T	W	T	F		M	T	W	T	F	
								1	2	3	4						1	2
(Teacher Days) 6.5							7	8	9	10	11	T-	5	6	7	8	9	
(Student Days) 6	17	18	19	20	21	T-20	14	15	16	17	18	21½	12	13	14	15	16	
	24	25	26	27	28	S-20	21	22	23	24	25	S-20	19	20	21	22	23	
							28	29					26	27	28	29	30	
	NOVEMBER						DECEMBER						JANUARY					
	M	T	W	T	F		M	T	W	T	F		M	T	W	T	F	
(Teacher Days) 19	2	3	4	5	6			1	2	3	4							1
(Student Days) 19	9	10	11	12	13	T-14	7	8	9	10	11	T-19	4	5	6	7	8	
(Student Days) 19	16	17	18	19	20	S-14	14	15	16	17	18	S-19	11	12	13	14	15	
	23	24	25	26	27		21	22	23	24	25		18	19	20	21	22	
							28	29	30	31			25	26	27	28	29	
	FEBRUARY						MARCH						APRIL					
	M	T	W	T	F		M	T	W	T	F		M	T	W	T	F	
(Teacher Days) 20	1	2	3	4	5		1	2	3	4	5							1
(Student Days) 20	8	9	10	11	12	T-21	8	9	10	11	12	T-17	5	6	7	8	9	
(Student Days) 20	15	16	17	18	19	S-21	15	16	17	18	19	S-17	12	13	14	15	16	
	22	23	24	25	26		22	23	24	25	26		19	20	21	22	23	
							29	30	31				26	27	28	29	30	
	MAY						JUNE											
	M	T	W	T	F		M	T	W	T	F		September 1	Labor Day				
(Teacher Days) 19	3	4	5	6	7			1	2	3	4		November 27	Thanksgiving				
(Student Days) 19	10	11	12	13	14	T-8	7	8	9	10	11		December 25	Christmas				
(Student Days) 19	17	18	19	20	21	S-	14	15	16	17	18		January 1	New Year's Day				
(Student Days) 19	24	25	26	27	28	-7.5							April 10	Good Friday				
	31												May 25	Memorial Day				

First Day	Students	8/24/98	Teachers	8/19/98
Last Day	Students	6/10/99	Teachers	6/10/99

Total student days: 183 (including 2 half days)
Total teacher days: 185.5 (including 2 half days)

SCHEDULE D
1997-99 REGULAR CALENDARS

- A. Inclement weather days will be made up only if make-up days are needed to meet the state-required minimum number of days and/or hours, AND if the District will lose state funding if the days are not made up.
- B. Only the days and/or hours necessary to meet the minimum number of days and hours required by the state will be made up.
- C. Make up days will be scheduled for regular week days at the end of the school calendar. For each day or fraction of a day made up under this subsection, each teacher will receive one (1) day of pay at the guest teacher rate of \$75.00 per day.
- D. If the state law is amended or appealed so that no loss of state aid occurs for Act of God days, the District and Association will meet to revise the calendar as needed.
- E. Report cards are due into the computer by 1:00 p.m. on the following dates:

	1997-98	1998-99
1 st Marking Period	Thursday, Nov. 6, 1997	Thursday, Nov. 5, 1998
2 nd Marking Period	Thursday, Jan. 29, 1998	Thursday, Jan. 28, 1999
3 rd Marking Period	Thursday, April 16, 1998	Thursday, April 14, 1999
4 th Marking Period	Thursday, June 16, 1998	Thursday, June 15, 1999

**SCHEDULE E-1
STAFF OPTION DAYS**

ACTIVITY	RESPONSIBLE	PAY SCHEDULE
August 20, 1997 - A.M. Opening Day for total staff, REQUIRED MEETING (Schedule A Pay) - P.M. ILC (chairs meet with committees to share Summer Institute curriculum updates) EL - Woodside EI, MS - W.O.M.S., HS - W.O.H.S.	District District	Schedule C
August 21 - A.M. Building meetings - P.M. Teachers prepare in buildings	Building Building	Schedule C Schedule C
August 22 - teachers may choose one or more workshops <u>District Choices</u> - Writing process - Learning styles - Technology workshops - ILC chairs/committees (includes K-12 data/assessment analysis on student learning) <u>Building/Individual - approval needed</u> - Building proposals related to building district goals - Teacher proposals (building & curriculum goals) - School Improvement (includes K-12 data analysis on student learning)	District & Building, Teacher/Group	Schedule C
October 30 (a.m.) - Building proposals - Curriculum/building proposal - ILC curriculum groups - K-12 special education	Building, District, Teacher/Group	Schedule C
October 31 <u>District Choices</u> - Writing process - Content specific workshops - Assessment strategies - Learning styles - Technology workshops - ILC chairs/committee (includes K-12 data/assessment analysis on student learning) <u>Building/Individual - approval needed</u> - Building proposals related to building district goals - Teacher proposals (building & curriculum goals) - School Improvement (includes K-12 data analysis on student learning) - Strategies for bilingual students (selected elementaries)	District, Building, Teacher/Groups	Schedule C
January 23, 1998 - Records Day	Staff	Schedule C

<p>March 5 <u>District Choices</u> - Diversity training - Writing process - Content specific workshops - Assessment strategies - Learning styles - Technology/workshops - ILC chairs/committee (includes K-12 data/assessment analysis on student learning) - K-12 Special Education a.m. <u>Building/Individual - approval needed</u> - Building proposals related to building district goals - Teacher proposals (building & curriculum goals) - School improvement (includes K-12 data analysis on student learning) - Strategies for bilingual students (selected elementaries)</p>	<p>District, Building, Teacher/Group</p>	<p>Schedule C</p>
<p>March 6 <u>District Choices</u> - Diversity training - Writing process - Content specific workshops - Assessment strategies - Learning styles - Technology workshops - ILC chairs/committee (includes K-12 data/assessment analysis on student learning) - K-12 Special Education a.m. <u>Building/Individual - approval needed</u> - Building proposals related to building district goals - Teacher proposals (building & curriculum goals) - School Improvement (includes K-12 data analysis on student learning) - Strategies for bilingual students (selected elementaries)</p>	<p>District, Building, Teacher/Group</p>	<p>Schedule C</p>
<p>May 14 - Secondary: building proposals - Elementary teachers: Tulip Time and/or group proposals - ILC chairs</p>	<p>District, Building, Teacher/Group</p>	<p>Schedule C</p>
<p>June 11 - p.m. Records Day</p>		<p>Schedule C</p>
<p>June 12 - Summer Institute Planning (Includes ILC chairs) a.m. - Summer School Planning - Building/district proposals</p>	<p>District, Building, Teacher/Group</p>	<p>Schedule C</p>
<p>June 15 - Summer Institute Planning (Includes ILC chairs) a.m. - Summer School Planning - Building/district proposals</p>	<p>District, Building, Teacher/Group</p>	<p>Schedule C</p>
<p style="text-align: center;">OPTION DAY PAY</p> <p>Schedule C: For participation and/or presentation on an option day.</p> <p>Schedule B: If you are involved in planning or organizing an option day activity and already receive Schedule B pay, then you will also receive Schedule C pay.</p>		

**SCHEDULE E-2
LIST OF STAFF MEETINGS
for 1997-98**

Unpaid (Required) Days:

1. Aug./Sept. 1 evening open house, max 2½ hours

2. 5 1-hour staff meetings may be called by principals as follows:
September: Held during 2nd week

November: Held during 2nd week

February: Held during 2nd week

March: Held during 2nd week

April: Held during 3rd week

3. 3 1-hour required building meetings on school improvement, accreditation, or related topics. (Teachers can still attend -- on a volunteer basis -- any professional development sessions offered by the District.)

Total Unpaid Time = 10.5 hours

SCHEDULE F-1

PERSONAL DEVELOPMENT GOALS

Year ____ - ____

TENURED TEACHER

WEST OTTAWA PUBLIC SCHOOLS

Professional growth and self-reflection for tenure teachers
for the second and third years in the evaluation process.

TEACHER _____ POSITION _____

BUILDING _____

1. **OBJECTIVE:** Any area(s) I wish to work on this year?

2. **PLAN OF ACTION:** Steps I will use to work in this area(s).

3. **SELF-REFLECTION:** How did it work out?

Teacher retains this appraisal form for their records - not to be placed in Personnel File.

SCHEDULE F-2

PROFESSIONAL SHARING - TEACHER SECTION YEAR _____ - _____

PROFESSIONAL PORTFOLIO

Items attached I wish to share:

Reports from educational classes
Course descriptions or workshops I attended and wish to recommend
Educational readings worth sharing
Etc.

Any additional comments about the past year:

Factors in the present school environment which tend to reduce teacher effectiveness:

Teacher Comments:

Teacher's Signature

Date

Building

To be turned in to supervisor for Personnel File at teacher's option.

SCHEDULE F-3

**West Ottawa Public Schools
Individualized Development Plan
Probationary Teachers and Tenured Teachers
Requiring I.D.P.'s**

Teacher _____ Position _____

I. Objective: What area do you want to strengthen?

II. Rationale: Why do you want to strengthen this area?

III. What is your Plan of Action?

IV. What are the Criteria for Evaluation?

V. Progress Report:

Evaluator's Signature

Position

Date

Teacher's Signature

Date

**SCHEDULE F-4
APPRAISER'S TEACHER IMPROVEMENT PLAN**

I. AREA(S) OF CONCERN

II. PROCEDURES AND/OR RESOURCES TO BE USED FOR IMPROVEMENT

III. EXPECTED RESULTS

Date to be achieved

IV. APPRAISAL METHOD

REVIEW DATES _____

TEACHER _____ APPRAISER _____
(Signature) (Signature)

Date of Observation _____

Date of Conference _____

AF8-86

SCHEDULE F-5

TEACHER _____

BUILDING _____ SCHOOL YEAR _____

**TEACHER APPRAISAL -
LETTER OF SATISFACTION**

WEST OTTAWA PUBLIC SCHOOLS

In accordance with the teacher appraisal form (TPA-96) agreed upon in the Master Agreement, tenure teachers need only be evaluated every three years.

_____ was given a satisfactory or better rating on his/her last written appraisal. His/her performance continues to be satisfactory this year.

Supervisor

Date

Copies: Teacher
 Supervisor
 Personnel Office

This letter shall be placed in the file by May 1.

SCHEDULE G**ELEMENTARY HOURS FOR THE 1997-98 SCHOOL YEAR**

GLERUM/WOODSIDE	Teachers Arrive	8:10 a.m.
	First Bell Rings**	8:30 a.m.
	End Student Day	3:00 p.m.
	End Teacher Day	3:10 p.m.
	Kindergarten A.M.	8:30 - 11:22 a.m.
	P.M.	12:08 - 3:00 p.m.
	Half Day Times A.M.	8:30 - 11:35 a.m.
WAUKAZOO/LAKEWOOD	Teachers Arrive	8:40 a.m.
	First Bell Rings**	9:00 a.m.
	End Student Day	3:30 p.m.
	End Teacher Day	3:40 p.m.
	Kindergarten AM	9:00 - 11:52 a.m.
	PM	12:38 - 3:30 p.m.
	Half Day Times AM	9:00 - 11:55 a.m.
LAKESHORE/PINE CREEK (Teachers have guaranteed 35-minute lunch.)	Teachers Arrive	8:40 a.m.
	First Bell Rings**	8:55 a.m.
	End Student Day	3:30 p.m.
	End Teacher Day	3:40 p.m.
	Kindergarten AM	8:55 - 11:47 a.m.
	PM	12:38 - 3:30 p.m.
	Half Day Times AM	8:55 - 11:50 a.m.
NORTH HOLLAND/ SHELDON WOODS	Teachers Arrive	8:40 a.m.
	First Bell Rings**	9:00 a.m.
	End Student Day	3:30 p.m.
	End Teacher Day	3:40 p.m.
	Kindergarten AM	9:00 - 11:52 a.m.
	PM	12:38 - 3:30 p.m.
	Half Day Times AM	9:00 - 11:55 a.m.

** Instructional day begins when first bell rings.

LETTER OF AGREEMENT
MIDDLE SCHOOL SCHEDULE

The undersigned representatives of the West Ottawa Public Schools and the West Ottawa Education Association hereby agree to the following Middle School Schedule:

The West Ottawa Middle School schedule to be implemented shall include:

1. Four academic classes daily for each student.
2. Unified Technology or Physical Wellness classes daily.
3. Performing music daily or music lab and extra academic reinforcement daily for the non-performing music students.
4. The staff organized into grade level teams.
5. An individual, team, or curriculum planning period prior to the student day.
6. An individual teacher planning period of at least fifty-three (53) minutes during the student school day.
7. Six (6) class periods of at least fifty-three (53) minutes in length not including passing time.
8. At the minimum the same number of teachers' educational assistants as in the 1995-96 school year.

Each middle school teacher teaching an academic subject, Unified Technology, and Physical Wellness shall be responsible for five (5) classes daily (with report cards).

DAILY SCHEDULE:

7:30 - 7:55 a.m. Teaching Planning *
7:55 - 8:05 a.m. Student Essentials
Remainder of Daily Schedule Attached

- * During the Cooperative Teacher Planning Period, Teachers' attendance shall be required at not more than two (2) scheduled meetings per week = 2 team or 1 team and 1 curriculum or house meeting.

The following topics are explained on pages 3, 4, and 5 of this agreement:

1. Team organization
2. Unified and Physical Wellness
3. Students
4. Traveling Teams
5. Planning Time
6. Music
7. Class Size
8. Building Use
9. Music Schedule
10. Lunch Schedule
11. Team Schedules

This Letter of Agreement shall take effect on the first day of the 1996-97 school year.

The maximum teacher load shall be 145 students. The number of students in classes/ sections each hour will be organized by the four or five person teams.

This Letter of Agreement shall be in effect for the 1996-97 school year. If either party wishes to continue this Letter, they shall provide written notification of their desire to renegotiate.

/s/ Charles Muncatchy
For the District

/s/ Nancy Gasper
For the Association

5/13/96
Date

5/6/96
Date

WEST OTTAWA MIDDLE SCHOOL SCHEDULE

This schedule increases the 6th and 7th grade sections to 20 per grade and organizes four teams of five teachers per 6th and 7th grade. The 8th grade will have 18 sections with two teams of five teachers and two teams of four teachers.

1. Team Organization

The five-teacher teams will have a math, English, world studies and science teacher. The four-teacher teams will have three academic teachers and it will be necessary for these teachers to teach two subjects in order to have their students receive math, science, world studies and English classes.

2. Unified and Physical Wellness

Each of two teams of each grade will have a unified teacher as part of the team. Each student will have two consecutive (nine week) offerings of unified each year. Each of two teams of each grade will have a physical wellness teacher as part of the team. Each student will receive a semester of physical wellness. Unified and physical wellness staff will switch houses at semester time.

3. Students

Each house and team of 6th and 7th grades will be organized into two teams of five sections of approximately 28 students per section. Each house of 8th grade will have a team of five sections and a team of four sections. The sections again will have approximately 28 students. Each student will have a six period day consisting of math, English, world studies, science, music and either physical wellness or unified. These six periods may not be of equal length in order to accommodate music, lunch and staggered passing times.

4. Traveling Teams

Each four section eighth grade team will need to use the classrooms available during planning time to hold their math, English and world studies classes. In most cases two teachers of each of the two teams will need to travel hour by hour. It will also be necessary for the physical wellness and unified teacher team members to teach or assist in the delivery of one of the academic classes.

5. Planning Time

The teams will have a common planning time each day when their students go to music.

6. Music

Each grade and house should have their own choir, band, academic support, music lab and orchestra. If the orchestras are combined for a grade, it will necessitate the assigning of a few students to the other team for a period. The current middle school music staff is unable to handle this new music schedule.

7. **Class Size**

The teams will have students that, if organized into equal sections, will result in sections of approximately 26 and 29 students. The teachers then will have five classes for a total load of 130 to 145 students.

8. **Building Use**

The two traveling eighth grade teachers will need to move to the rooms vacated by students in music. The academic support for each team will need also to use a room. The pod areas can be used by the sixth and seventh grade teams. The eighth grade stationary teams can use the center (core) rooms. The specialists in the core rooms may need to move to the unified or foyer areas. The physical wellness classrooms will need to become 8th grade science rooms. To provide space for teachers who have to give up their rooms during planning, Conference Room B may become a teacher work area equipped with computers and a telephone.

9. **Music Schedule**

1st Period	East 7th	8:05 - 8:58	53 Minutes
2nd Period	West 7th	9:03 - 9:56	53 Minutes
3rd Period	East 8th	10:01 - 10:55	54 Minutes
4th Period	West 8th	11:30 - 12:24	54 Minutes
5th Period	West 6th	12:29 - 1:22	53 Minutes
6th Period	East 6th	1:27 - 2:20	53 Minutes

10. **Lunch Schedule**

7th Grade	10:24 - 10:50
8th Grade	10:55 - 11:25
6th Grade	11:54 - 12:24

11. Team Schedules

East 6th - 2 Teams

8:05 - 11:54 = 229 minutes = 4 periods
11:54 - 12:24 = LUNCH
12:29 - 1:22 = 53 minutes = 1 period
1:27 - 2:20 = 53 minutes = Music

West 6th - 2 Teams

8:05 - 11:54 = 229 minutes = 4 periods
11:54 - 12:24 = LUNCH
12:29 - 1:22 = 53 minutes = Music
1:27 - 2:20 = 53 minutes = 1 period

East 7th - 2 Teams

8:05 - 8:58 = 53 minutes = Music
9:03 - 10:30 = 77 minutes = 1 period
10:20 - 10:50 = LUNCH
10:55 - 2:20 = 205 minutes = 4 periods

West 7th - 2 Teams

8:05 - 8:58 = 53 minutes = 1 period
9:03 - 9:56 = 53 minutes = Music
10:01 - 10:20 = 19 minutes = Homeroom
10:20 - 10:50 = LUNCH
10:55 - 2:20 = 205 minutes = 4 periods

East 8th Stationary Team

8:05 - 9:56 = 111 minutes = 2 periods
10:01 - 10:55 = 54 minutes = Music
10:55 - 11:25 = LUNCH
11:30 - 2:20 = 170 minutes = 3 periods

West 8th Stationary Team

8:05 - 10:55 = 170 minutes = 3 periods
10:55 - 11:25 = LUNCH
11:30 - 12:24 = 54 minutes = Music
12:29 - 2:20 = 111 minutes = 2 periods

East 8th Traveling Team

Location

West 8th Traveling Team

8:05 - 8:58 = 53 minutes = 1 period	East - 7	8:05 - 8:58 = 53 minutes = 1 period
9:03 - 9:56 = 53 minutes = 1 period	West - 7	9:03 - 9:56 = 53 minutes = 1 period
10:01 - 10:55 = 54 minutes = Music	East - 8	10:01 - 10:55 = 54 minutes = 1 period
10:55 - 11:25 = LUNCH		10:55 - 11:25 = LUNCH
11:30 - 12:24 = 54 minutes = 1 period	West - 8	11:30 - 12:24 = 54 minutes = Music
12:29 - 1:22 = 53 minutes = 1 period	West - 6	12:29 - 1:22 = 53 minutes = 1 period
1:27 - 2:20 = 53 minutes = 1 period	East - 6	1:27 - 2:20 = 53 minutes = 1 period

Letter of Agreement
Re: High School Block Schedule

The undersigned representatives of the West Ottawa Public School District (District) and the West Ottawa Education Association (Association) hereby agree to the following procedures and provisions regarding the high school schedule:

1. Beginning with the 1995-96 school year, the high school will utilize a "block schedule" rather than the traditional 55-minute per class schedule. The "block schedule" is attached hereto and made a part hereof.
2. The 1995-96 school year shall be considered a "transitional year." During the 1995-96 school year only, the District may ask teachers to teach an additional class during their respective preparation periods in order to facilitate staffing of the "block schedule" during this transition year, and in order to limit the new hires necessary to implement the block schedule. The following provisions shall apply:
 3. The District shall have total discretion either to hire new teacher(s) to teach the additional class(es) or to post the class(es) as "6th assignments" available to current bargaining unit members. If the District elects to post the additional class(es) as 6th assignments available to current bargaining unit members, then the provisions herein shall apply.
 - A. The District shall complete a proposed master schedule for the 1995-96 school year, including the classes that each current teacher will teach, identified by hour -and teacher; the normal vacancies to be filled by assignment of full-time replacement teachers; and any unassigned classes added as a result of the block schedule.
 - B. The District shall identify the classes that are available to be taught by current bargaining unit members during their preparation periods, and shall distribute a complete list of all of these classes to all high school teachers by June 1, 1995.
 - C. Tenured teachers (or probationary teachers with at least two (2) years of experience) in the specific department shall first be offered the opportunity to teach an additional class in the department during their preparation periods, and shall have the right of first refusal of such classes.
 - D. If more than one tenured teacher (or probationary teacher with at least two (2) years of experience) in the same department volunteers to teach a class during his/her preparation period, the available classes will be assigned on the basis of seniority, provided that the most senior applicants are certified and qualified for the available classes, and further provided that the most senior

applicants have taught the specific classes within the last three (3) school years.

- E. If teachers with tenure or at least two (2) years of experience in the same department are not available, then at the discretion of the District, teachers with less than two (2) years of experience in the same department may be offered the opportunity to voluntarily teach these classes.
 - F. If not enough teachers in the same department are available to teach during their preparation periods, the additional classes shall then be offered to certified and qualified tenured teachers in the other departments, and the available classes will be assigned on the basis of seniority, provided that the most senior applicants from other departments are certified and qualified for the available classes.
4. The provisions contained herein shall apply only to any additional assignments or positions created as a result of the block schedule. The parties expressly agree that this Letter of Agreement does not apply to normal vacancies, including but not limited to vacancies caused by retirement, resignation, death, transfer, etc., and that all such vacancies will be posted and filled with regular, full-time, replacement teachers in accordance with the provisions of the Master Agreement.
 5. No teacher shall be required to teach during his/her preparation period; teaching during a preparation period shall be strictly voluntary.
 6. To the extent possible, teachers shall be assigned to teach the additional class in their regularly assigned classrooms.
 7. Teachers who teach during their preparation periods shall be paid in accordance with Article 11.05-C of the Master Agreement.
 8. The District shall not change the class size practices currently in effect in the high school, including the numbers of students per class and balancing classes within departments.
 9. This Letter of Agreement shall continue in effect for the 1995-96 school year only, and shall automatically terminate on the last work day of the school year. If either party wishes to continue this Agreement, they shall notify the other party by May 1, 1996, and the two parties shall meet to renegotiate this Agreement.

FOR THE DISTRICT:

/s/ Charles Muncatchy

Dated: June 30, 1995

FOR THE ASSOCIATION:

/s/ Nancy Gasper

Dated: May 31, 1995

WEST OTTAWA HIGH SCHOOL BLOCK SCHEDULE

"A" LUNCH SCHEDULE

MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY
1st Hour 7:55 - 8:50 (55 min) 2nd Hour 8:55 - 9:40 (45 min.)	1st Hour Block 7:55 - 9:24 (89 min)	2nd Hour Block 7:55 - 9:24 (89 min)	1st Hour Block 7:55 - 9:24 (89 min)	2nd Hour Block 7:55 - 9:24 (89 min)
3rd Hour 9:45 - 10:30 (45 min) 5th Hour 10:35 - 11:30 (45 min)	3rd Hour Block 9:31 - 10:55 (84 min)	4th Hour Block SEMINAR 9:31 - 10:55 (84 min)	3rd Hour Block 9:31 - 10:55 (84 min)	4th Hour Block SEMINAR 9:31 - 10:55 (84 min)
"A" LUNCH 11:20 - 12:00 (40 min)	"A" LUNCH 10:55 - 11:35 (40 min)	"A" LUNCH 10:55 - 11:35 (40 min)	"A" LUNCH 10:55 - 11:35 (40 min)	"A LUNCH 10:55 - 11:35 (40 min)
6th Hour 12:00 - 12:45 (45 min)	5th Hour Block 11:35 - 12:59 (84 min)	6th Hour Block 11:35 - 12:59 (84 min)	5th Hour Block 11:35 - 12:59 (84 min)	6th Hour Block 11:35 - 12:59 (84 min)
7th Hour 12:50 - 1:35 (45 min) 8th Hour 1:40 - 2:30 (50 min)	7th Hour Block 1:06 - 2:30 (84 min)	8th Hour Block 1:06 - 2:30 (84 min)	7th Hour Block 1:06 - 2:30 (84 min)	8th Hour Block 1:06 - 2:30 (84 min)

"B" LUNCH SCHEDULE

MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY
1st Hour 7:55 - 8:50 (55 min) 2nd Hour 8:55 - 9:40 (45 min.)	1st Hour Block 7:55 - 9:24 (89 min)	2nd Hour Block 7:55 - 9:24 (89 min)	1st Hour Block 7:55 - 9:24 (89 min)	2nd Hour Block 7:55 - 9:24 (89 min)
3rd Hour 9:45 - 10:30 (45 min) 5th Hour 10:35 - 11:20 (45 min)	3rd Hour Block 9:31 - 10:55 (84 min)	4th Hour Block SEMINAR 9:31 - 10:55 (84 min)	3rd Hour Block 9:31 - 10:55 (84 min)	4th Hour Block SEMINAR 9:31 - 10:55 (84 min)
6th Hour 11:25 - 12:10 (45 min)	5th Hour Block 11:02 - 12:26 (84 min)	6th Hour Block 11:02 - 12:26 (84 min)	5th Hour Block 11:02 - 12:26 (84 min)	6th Hour Block 11:02 - 12:26 (84 min)
"B" LUNCH 12:10 - 12:50 (40 min)	"B" LUNCH 12:26 - 1:06 (40 min)	"B" LUNCH 12:26 - 1:06 (40 min)	"B" LUNCH 12:26 - 1:06 (40 min)	"B" LUNCH 12:26 - 1:06 (40 min)
7th Hour 12:50 - 1:35 (45 min) 8th Hour 1:40 - 2:30 (50 min)	7th Hour Block 1:06 - 2:30 (84 min)	8th Hour Block 1:06 - 2:30 (84 min)	7th Hour Block 1:06 - 2:30 (84 min)	8th Hour Block 1:06 - 2:30 (84 min)

LETTER OF AGREEMENT

**West Ottawa High School
September, 1996**

It is agreed that we extend the current 8-Block Schedule at West Ottawa High School until further notice.

/s/ David Farabee
West Ottawa Board Representative

11/1/96
Date

/s/ Nancy Gasper
WOEA Representative

11/1/96
Date

**LETTER OF AGREEMENT
EXTRA ACADEMIC PERIODS
Revised July 17, 1996**

11.40f EXTRA ACADEMIC PERIODS OUTSIDE THE TRADITIONAL SCHOOL DAY

As the number of required courses for graduation becomes greater, there is less time for the student to take those courses that are considered enrichment and high interest courses. Students would like to have those courses available to them but lack the number of class periods in the traditional school day to enroll in those courses.

With the idea in mind of making more class periods available to those students whose regular schedules are already full, there may be a special extra class period before the traditional student day begins, and another like period at the conclusion of the traditional student day devoted to the purpose of enriching the education of those students.

Teachers shall be allowed to participate in both before school and after school extra class periods, if so desired by a teacher.

Courses may be offered for one semester or a full year. In any event, the course will be posted on a semester or yearly basis based on the course description.

A. PROPOSALS FOR COURSE OFFERINGS

1. Proposals for course offerings may be made to the high school administrator by any high school faculty member or administrator.
2. Proposals shall state the following:
 - a. The course to be offered and that the course is described in the current Course Description Catalog. A copy of the course description should be attached to the proposal.
 - b. Whether it is to be a before school or an after school offering.
 - c. If available, the projected student enrollment.
 - d. For the high school,
 - (1) The proposal shall contain administrative or counselor certification that all students who will be enrolled in an extra course will:
 - (a) be enrolled in at least six traditional student day classes.
 - (b) not be enrolled in more than one study hall.

(c) not be participating in work release during the traditional student day.

(d) not receive "released time" from study hall.

(2) Any student during the semester in violation of sections a-d above, shall be dropped from the extra hour course without credit.

3. Proposed courses shall be taught by a willing, qualified (minimally meeting North Central Accrediting Agency Standards in the subject area) West Ottawa teacher. These extra period openings shall be posted according to Section 9.03 of the Master Agreement. If more than one teacher applies for a single position, then the provision of Article 9.04 shall apply. If such a teacher is not available, the administration reserves the right to hire qualified applicants from outside the bargaining unit.
4. The administration shall include reasons for the rejection of a proposal in the transmittal to the proposer.

B. DURATION OF CLASSES

1. Compensation options:

a. Additional Compensation Option (Effective 1994-95 school year)

Teachers who are performing their teaching duties and responsibilities for this extra academic period shall be compensated at the rate of 10% per semester of the teacher's current step on Salary Schedule A.

b. Flex-time (Effective 1994-95 school year)

Teachers may, with the approval from the administration and the Association, elect to alter their teaching day by one hour to accommodate the before school or after school class to be offered. For example:

Regular Teacher Schedule - 7:40 a.m. to 2:40 p.m.

Before School Extra Academic Period Teacher Schedule - 6:40 a.m. to 1:40 p.m.

After School Extra Academic Period Teacher Schedule - 8:40 a.m. to 3:40 p.m.

2. Individual additional teacher contracts for extra courses taught shall be written for those teachers.

- a. If the teacher so desires, payment of this extra compensation may be deferred until the end of the semester in which the extra academic class(es) was/were taught.
- b. If payment of the compensation for the extra class(es) is not deferred, that compensation shall be evenly paid over the pay periods during the semester the class(es) is/are being taught.

D. LENGTH OF TEACHER DAY

1. Before School Extra Class Period

- a. The teaching day for the teacher participating in the before school academic period shall begin sixty-five (65) minutes prior to the start of the traditional school day.
- b. If the Additional Compensation Option is selected, this teacher's teaching day shall conclude ten (10) minutes after the end of the last period of the traditional student day, subject to the after school meeting requirements allowed by the Master Agreement.
- c. If the Flex-Time Option is selected, this teacher's teaching day shall conclude sixty (60) minutes prior to the conclusion of the traditional student day, or sixty (60) minutes prior to that teacher's normal teaching day if the teacher is part-time, subject to the after school meeting requirements allowed by the Master Agreement.
- d. In the absence of the teacher, the substitute shall work the scheduled teacher day including the before school extra class period. If this is in addition to the traditional day of five classes, then the substitutes shall be paid an additional 20 percent of the daily substitute teacher rate as listed under Schedule A, Section IV.

2. After School Extra Class Period

- a. If the Additional Compensation Option is selected, this teacher's teaching day shall begin as is defined in the Master Agreement, or at this teacher's normal starting time if the teacher is part-time.
- b. If the Flex-Time Option is selected, this teacher's day shall begin sixty (60) minutes after the traditional student day begins, or sixty (60) minutes after the teacher's normal starting time if the teacher is part-time.
- c. This teacher's teaching day shall conclude sixty (60) minutes after the conclusion of the traditional student day.
- d. The teacher who is teaching the after school extra period is specifically exempted from after school meeting activities allowed by the Master Agreement that conflict with the time the extra class period is taught.
- e. In the absence of the teacher, the substitutes shall work the scheduled teacher day including the after school extra class period at the rate listed in Section D.1d above.

E. DURATION OF AGREEMENT

1. This agreement shall continue to be in effect until either side wishes to discontinue this agreement. They then shall notify the other party by May 1 of the current school year and the two parties shall meet to renegotiate.
2. Discussion shall continue during the current school year regarding sections of this agreement which arise as problem areas during the program.

/s/ Dave Farabee
For the District

/s/ Nancy Gasper
For the Association

7/17/96
Date

7/17/96
Date

**LETTER OF AGREEMENT
LIBRARY COVERAGE DURING ZERO HOUR
WEST OTTAWA HIGH SCHOOL**

1996-97 School Year

1. West Ottawa High School Administration will provide teacher-librarian supervision during the zero hour class time scheduled for the school year. Staffing arrangements coincide with the Zero Hour Agreement.
2. It is understood that the library time provided during zero hour is not limited to use by high school students. It is available district wide during this time period.

DURATION OF AGREEMENT

1. This agreement shall be in effect for the school year. If either side wishes to discontinue this agreement, they shall notify the other party by May 1 of the current school year and the two parties shall meet to renegotiate.
2. Discussion shall continue regarding sections of this agreement which arise as problem areas.

/s/ Dave Farabee
For the District

7/17/96
Date

/s/ Nancy Gasper
For the W.O.E.A.

7/17/96
Date

LETTER OF UNDERSTANDING

The W.O.E.A. and West Ottawa Public Schools hereby agree concerning the CPR and Life Saving recertification of coaches and teachers:

1. Physical education teachers and teachers employed by the District as coaches whose assignment requires annual CPR and Life Saving certification will be given release time to attend certification classes. The fee(s) for the class(es) will be paid by the District so long as the teacher attends the class sessions arranged by the District.
2. Payment to coaches for taking classes or release time afforded teachers to take classes by the District shall not be considered precedent setting in any way regarding future State teacher certification requirements. The District does not accept by fact nor implication any future responsibility to grant other teachers release time or payment for certification purposes.

/s/ Robert DeVries
For the District

/s/ Nancy N. Gasper
For the W.O.E.A.

9/13/90
Date

9/11/90
Date

LETTER OF AGREEMENT

RE: JOINT COMMITTEE TO STUDY THE ISSUE OF TEACHERS' FILES

1. The District and Association shall establish a joint committee to study the issues of teachers' files and the Freedom of Information Act (FOIA). The committee shall consider and develop any potential amendments to the Master Agreement regarding teacher files, Freedom of Information Act, and other related issues.
2. The committee shall be composed of up to three (3) representatives to be named by the Association, and up to three (3) District representatives to be named by the District.
3. The committee shall begin its work as soon as possible and shall submit its report and recommendations to the Board and Association no later than the end of the first semester of the 1997-98 school year. In the event that the committee is unable to reach consensus on a report, individual members of the committee may submit dissenting or minority reports.
4. To become effective, any recommendations made by the committee must be mutually agreed to by the Board and Association. The Board and Association shall meet to negotiate the recommendations of the committee beginning in February, 1998.

FOR THE DISTRICT:

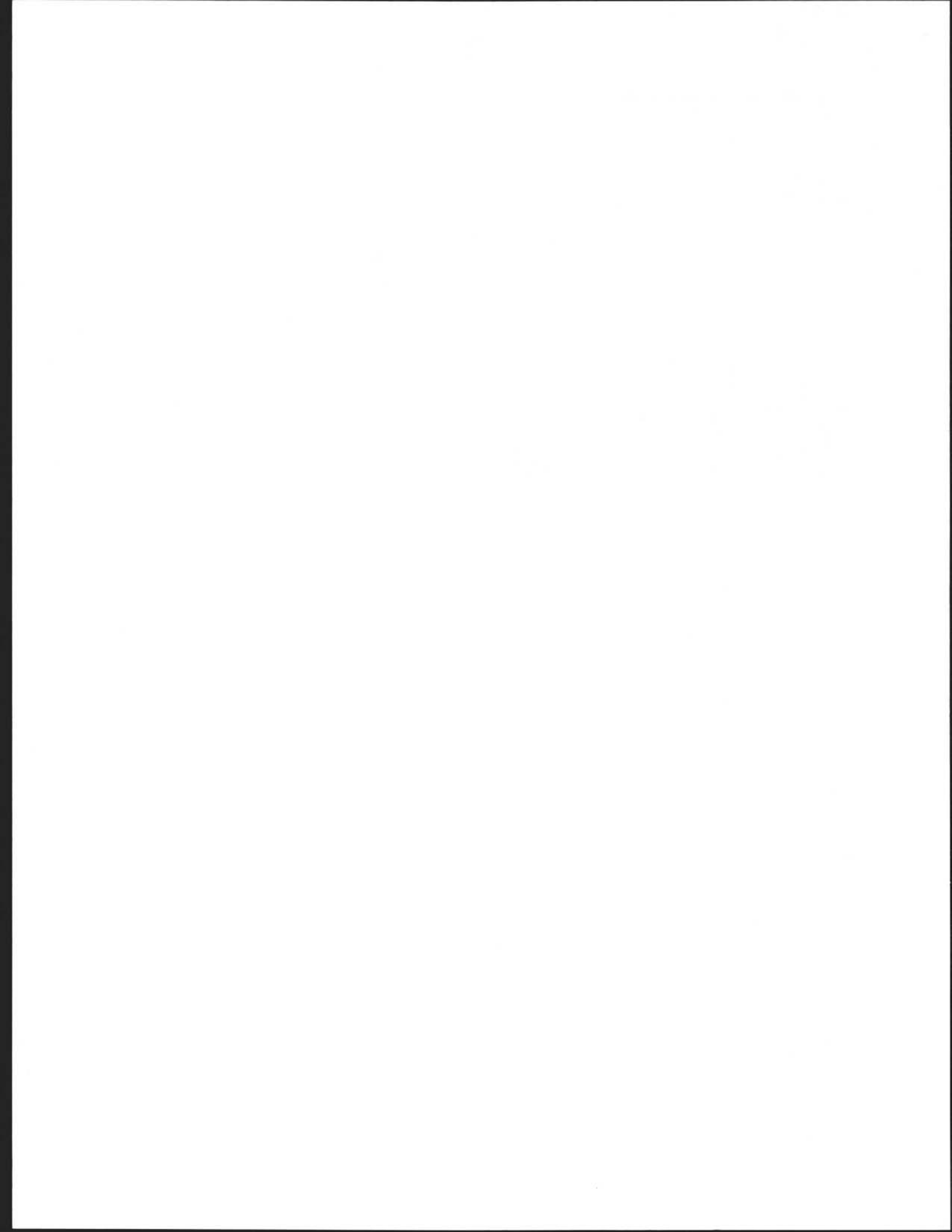
FOR THE ASSOCIATION:

/s/ David Farabee

/s/ Nancy Gasper

Dated: 9/30/98

Dated: 9/30/97



The first part of the document discusses the importance of maintaining accurate records of all transactions. It emphasizes that every entry should be supported by a valid receipt or invoice. This not only helps in tracking expenses but also ensures compliance with tax regulations.

In the second section, the author provides a detailed breakdown of the company's revenue streams. This includes sales from various product lines and services. The data shows a steady increase in revenue over the past year, primarily driven by the launch of new products and improved marketing strategies.

The third section focuses on the company's operational costs. It details the expenses related to manufacturing, distribution, and administrative functions. The analysis highlights areas where costs can be reduced without compromising the quality of products or services.

Finally, the document concludes with a summary of the overall financial performance. It notes that while there have been challenges, the company has managed to maintain a healthy profit margin and a strong position in the market. The author expresses confidence in the company's future growth and success.

