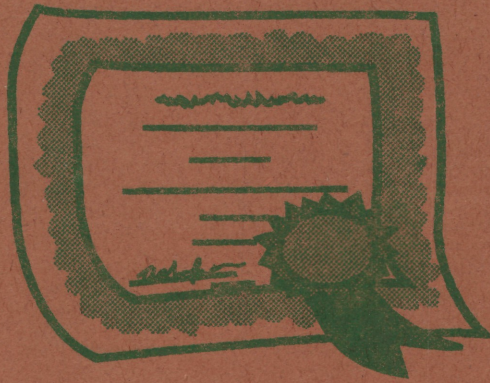


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PEWAMO- WESTPHALIA



TEACHER MASTER AGREEMENT 1996-1998

Pewamo-Westphalia Community Schools

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AGREEMENT

This Agreement is entered into (date) _____ between the school district of Pewamo-Westphalia hereinafter called the "Board" and the Pewamo-Westphalia Education Association, hereinafter called the "Association."

WITNESSETH

The Board and the Association have a statutory obligation, pursuant to Act 379, of the Michigan Public Schools act of 1965, to bargain with respect to hours, wages, terms and conditions of employment.

The parties, following negotiations, have reached certain understandings, and it is agreed as follows:

ARTICLE I
RECOGNITION

A. The Board recognizes the Association as the exclusive bargaining representative as defined in Section II, of Act 379, Public Acts of 1965, for all certified teaching personnel, including full time classroom teachers, part-time classroom teachers, librarians, and special education teachers, but excluding supervisory and executive personnel, substitute teachers, office, clerical, maintenance, operating employees, and all others employed by the Board. After 45 days substitute teachers will earn starting salary wages and become a permanent substitute.

B. Supervisory and executive personnel who teach more than 1/2 time a day shall be considered teachers and shall be covered by this agreement.

C. The term "teachers" when used hereinafter in this Agreement, shall refer to all employees represented by the Association in bargaining unit as above defined.

D. The board agrees to not negotiate with any teachers' organization other than the Association for the duration of this Agreement.

ARTICLE II

Board Rights

A. The Board on its own behalf and on the behalf of the electors of the district hereby retains and reserves unto itself, without limitation, all the powers, rights, authority, duties and responsibilities conferred upon and invested in it by the laws and the Constitution of the State of Michigan and of the United States, including but without limiting the generality of the foregoing, the right:

1. To the executive management and administrative control of the school system and all its properties and facilities, and the activities of its employees while such employees are on duty.
2. To hire and dismiss all employees subject to the provisions of law.
3. To establish grades and courses of instruction including special programs and to provide for recreational and social events for students, all as deemed necessary or advisable by the Board.
4. To approve or reject the means and methods of instruction, the selection of textbooks and other teaching materials and the use of teaching aides as recommended by the Association.
5. To determine class schedules, the hours of instruction, and the duties, responsibilities and the assignment of teachers and other employees with respect thereto and the terms and conditions of employment.

B. The exercise of the foregoing powers, rights and authority, duties and responsibilities by the Board, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited by the specific and express terms of this Agreement (and then only to the extent such specific and express terms of this thereof are in conformance with the Constitution and Laws of the State of Michigan and the Constitution and Laws of the United States.)

ARTICLE II

BOARD RIGHT CON'T

C. Nothing contained herein shall be considered to deny or restrict the Board of its rights, responsibilities and authority under the Michigan General School Laws or regulations as they pertain to Education.

Fox River Bond
25% COTTON

ARTICLE III

ASSOCIATION RIGHTS

A. Pursuant to the Michigan Public Employment Relations Act, the Board hereby agrees that every certified teacher under contract shall have the right to freely join, organize, and support the Association for the purpose of engaging in collective bargaining or any other activities for mutual aid and protection. Further, it will not discriminate against any teacher with respect to hours, wages, or any terms or conditions of employment by reason of their membership in or any other activities connected with their membership in the Association.

B. The Association shall have the right to the use of school buildings for meetings at such hours that do not interfere with the regular program of the school or any other activities that have been previously scheduled and approved by the Board or its representatives. The Building Principal will be notified of all such meetings one week in advance, if possible.

C. The Board agrees to furnish to the Association in response to written requests available, public information concerning the financial resources of the district, together with information which may be necessary for the Association to process any grievance or complaint.

D. Bulletin boards and other established media of communication shall be made available to the Association and its members for official organizational materials.

E. The Association shall not be prevented from advising the Board with respect to changes in educational policy.

Association an amount equivalent to the dues uniformly required to be paid by members of the Pewamo-Westphalia Education Association, provided however, that the teacher may authorize payroll deduction for such fee.

FOX RIVER BOND

-7-

25% COTTON

ARTICLE IV

DUES DEDUCTIONS

A. Any teacher who is a member of the Association or who has applied for membership, may sign and deliver to the Board an assignment authorizing deduction of membership dues in the Association, including the Michigan Education Association and the National Education Association. Such authorization shall continue in effect from year to year unless revoked in writing, between June 1 and September 1 of any year. The Board shall deduct one-tenth of the dues ten times during the school year, beginning in September and ending in June of each year. Deductions for teachers employed after the school year begins or joining the Association during the school year shall be appropriately prorated to complete payments by the following year.

B. The Association shall be responsible for the remission of members dues to the state and national associations.

C. It shall be the responsibility of the teacher to file, with the Board, the correct payroll deduction information. Such information shall be filed no later than September 30, or 30 days after ratification of the Master Agreement, whichever comes later.

The Board will forward all payments as soon as possible after pay period deductions.

D. Any teacher who is not a member of the Association in good standing or who does not make application for membership within thirty (30) days from the date of commencement of teaching duties shall, as a condition of employment, pay a service fee to the

ARTICLE IV - DUES DEDUCTIONS (con't)

E. In the event that a teacher shall not pay such service fee directly to the Association or authorize payment through payroll deduction as provided in this article, the Board, upon written notice from the Association, shall cause the termination of employment of such teacher effective no later than that semester break. The parties recognize the failure of any teacher to comply with the provisions of this article as just and reasonable cause for discharge from employment.

F. The Association will protect and save harmless the Board from any and all claims, demands, suits, and other forms of liability or costs by reasons of action taken by the Board in compliance with this article.

ARTICLE V
TEACHING HOURS

A. Secondary teachers shall be at their teaching stations by 7:55 a.m. Elementary teachers shall report at 8:00 a.m. Elementary teachers may leave at 3 p.m. and secondary teachers after the buses depart. Any variance from these hours and/or student contact minutes from the previous year will be mutually agree upon.

B. Elementary teachers, and full - time librarians, will be provided with two (2) fifteen minute relief periods each day as designated by the principal.

C. Elementary teachers who have no students under their supervision during time when their students are receiving instruction from various teaching specialists, shall use the time for class preparation.

D. All teachers shall be entitled to a duty free uninterrupted lunch period of a minimum of thirty (30)minutes duration. Emergency situations or problems connected with inclement weather may alter the schedule.

E. The teaching load in the senior high school, excluding full time counselors and full - time librarians, will meet requirements that each teacher within the student school day will have an average of at least one (1) preparation/consultation period per day exclusive of lunch period. Exceptions will be made through mutual agreement with the teacher.

ARTICLE V - TEACHING HOURS (Con't)

F. A teacher engaged during the school day in negotiations on behalf of the Association with any representative of the Board or participating in a local grievance with any representative of the Board shall be released from regular duties without loss of salary.

G. Each teacher shall be required to attend no more than three (3) hours of meetings or school functions per month beyond the regular school day. Teachers must be given at least one week's notice in writing of any required meeting or function. Teachers may be excused from required meetings or functions by their principal for good cause.

H. When inclement weather or any Act of God causes the cancellation of classes in the entire district, teachers shall not be required to report.

I. When schools are closed to students due to severe inclement weather, severe storms, fires, epidemics, or other conditions beyond the control of school authorities, teachers will not be required to report for duty and shall suffer no loss of compensation on said days. However, teachers shall be required to report on rescheduled days of instruction with no additional compensation according to the following procedure:

1. Any negotiated Flex days.

ARTICLE V - TEACHING HOURS (Con't)

2. The remaining makeup days will be added to the calendar immediately following the previously scheduled closing date for students. In that event, the calendar shall be adjusted so that the final three (3) days of school for students are half (1/2) days).

3. If at any time during the life of this Agreement, it becomes lawful to count (for the purpose of state member aid) as days of pupil instruction days when pupil instruction is not provided due to conditions not within the control of school authorities such as due to severe storms, fires, epidemics, or health conditons, it is agreed that the following provision shall become immediately in effect:

When the Act of God or an Employer directive forces the closing of a school or other facility of the Employer, bargaining unit members shall be excused from reporting to duty without loss of pay. Days lost due to school closing under the foregoing circumstances shall not be rescheduled, unless otherwise required by State law.

J. It is Board's intent that no secondary classroom teacher shall be expected to have more that one subject area level in a class at one time without the consent of the teacher unless scheduling does not permit otherwise.

K. The librarian is responsible for all library materials and all audio visual equipment and materials.

L. Professional teaching staff shall log a minimum of 6 clock hours of inservice time per year beyond that normally provided by the district, approved by the building principal. Any conference, class or workshop sponsored by an intermediate school district, RESA, Michigan Department of Education, college, university, educational organization, or special interest education group shall qualify as meeting this requirement. The district shall pay all

ARTICLE V - TEACHING HOURS (Con't)

costs and reasonable expenses incurred by teachers in meeting this requirement. A log to be kept on the Association bulletin board will be placed in each building to record time spent.

M. The 1996-97 and 1997-98 calendars are attached in Article XXVII. If an additional day is required by state law in the 1997-98 school year, the parties will meet to determine its placement in the calendar.

ARTICLE VI

TEACHING CONDITIONS

- A. The suggested pupil - teacher ratio as set forth in Schedule "A" represents a goal of the Board.

SCHEDULE A

SUGGESTED MAXIMUMS

1. Elementary Classrooms	Regular	25 pupils
	Split	23 pupils
2. Secondary		
English)	
Social Studies)	
Mathematics)	25 pupils
Science)	
Language)	
Business)	
Typing		30 pupils
Industrial Arts & Consumer Ed		20 pupils
Drafting		25 pupils
Music (not to include performance groups such as band and chorus		40 pupils
Physical Education & Health		40 pupils

- B. When practicable and possible, the Board shall make available to and in each school a lounge and/or work study room and lavatory facilities exclusively for teacher use.
- C. The Board will continue its efforts to provide aides for teachers to assist in non-professional activities where the Board deems it necessary or advisable, and limited by the financial condition of the district.

ARTICLE VI - TEACHING CONDITIONS (CON'T)

- D. Under no conditions shall a teacher be required to engage in non-educational activities as part of his/her regular assignment. This would include activities such as bus driving, scoring or timing at athletic events, and janitorial duties.
- E. All requisitions shall be submitted on the forms provided. Within twenty (20) school days, teachers will be given written statements dealing with the disposition of their requisitions. Said disposition will indicate either approval or denial. Reasons for denial shall be given if teacher requests same from the administration.
- F. Telephone facilities will be made available to teachers for their use. Teachers will record all long distance phone calls on the forms provided and will pay for personal calls.
- G. Teachers who travel over two (2) miles between schools as part of their regular daily schedule will be allowed 15 minutes each way for travel and set-up. This travel is exclusive of lunch period.
- H. A teacher at the elementary level with more than 25 students in a straight grade or 18 in a split class will be provided with a minimum of two hours of aide time per day.

ARTICLE VI - TEACHING CONDITIONS (CONT'D)

I. It shall be the goal of the Board to provide Art. The Board will provide Music and Physical Education in Elementary School.

J. It is the goal of the Board that no elementary teacher will teach a split class more than three consecutive years. Teachers requesting relief from a split, shall make their wishes known to administrator in charge in writing.

Teacher transfers to fulfill this section will be made with the mutual consent of the teachers involved.

K. Elementary SAP leaders will not be pulled from class without consent.

L. It shall be a goal of the Board to provide counseling services to elementary students.

ARTICLE VII
PROFESSIONAL QUALIFICATIONS AND ASSIGNMENTS

- A. New hires after 1994 must have fingerprints on file.
- B. All teaching personnel must file a copy of a birth certificate
with the Board at the time of employment or in lieu thereof,
such person shall file other reasonable proof of date of
birth.
- C. Teachers normally will be assigned within the scope of their
teaching certificates, or their major or minor field of
study.
- D. All teachers shall be given written notice of their schedules
for the coming year no later than June 30th. It is further
agreed that any changes in assignments will not be made until
such time as the administration and the teacher can meet to
discuss the modifications. After the meeting is held, the
teacher involved will be notified and shall have the
opportunity to decline the reassignment or to transfer to
another building within the next ten (10) days unless he is
the only qualified teacher available or has the shortest
period of services of those qualified in Pewamo-Westphalia
Schools.

In no event will changes in teachers' schedules be made later
than the 15th day of August preceding the commencement of the
school year except in case of an emergency.

- E. Whenever a teacher is reassigned or transferred to another
building after July 1, the Board agrees not to enforce any
provisions of the Teacher Certification Code or the Teacher
Tenure Act of Michigan should the teacher wish to leave.

ARTICLE VII - PROFESSIONAL QUALIFICATIONS & ASSIGNMENTS (Con't)

- F. Any extra-curricular or extra duty assignments in addition to the normal teaching schedule during the regular school year, shall not be obligatory, except as stated below, but shall be with the consent of the teacher. The Board has the right to fill these positions with persons outside the bargaining unit in the event that no bargaining unit member applies for the position. Extra duty positions shall not be deemed positions with tenure. A teacher who has had no extra duty except class advisor within the last three years may be assigned one extra duty after that position has been posted but left vacant.
- G. A randomly drawn list of all secondary teachers shall be provided for the purpose of assigning class advisors. Any full-time teacher who currently has no extra duty could be assigned a class advisor position for a period of two years. After a teacher has served two years, his/her name will be placed at the bottom of the list. In the event that all class advisor positions are not filled, teachers will be selected from the list who have only one extra duty. This process will be continued until all class advisor positions have been filled. No teacher will be assigned more than one class advisor position concurrently. The name of any new teacher shall be added to the bottom of the list. No class advisors will be assigned to each grade except when one is mutually agreed upon. This article refers to open positions only.
- H. The Board of Education will make available free of charge hepatitis B vaccine.

ARTICLE VIII
VACANCIES AND TRANSFER

- A. Whenever a vacancy requiring professional personnel in the system occurs, the Superintendent will notify the Association and post the vacancy on the bulletin boards in each building. A teacher may apply for any position at any time. Such application shall be in writing addressed to the Superintendent of Schools. Applications will be considered should such vacancies occur, either during the school year or during the summer. This application should be renewed annually. In filling a vacancy within the bargaining unit, the Board agrees to give full and due weight to the background and attainments of all applicants, the length of time each has been in any school system, and other relevant factors. The decision of the Board as to the filling of such vacancies shall, however, be final.
- B. The Association recognizes that when vacancies occur during the school year it may be difficult to fill them within the district without undue disruption to the existing educational program. If the Superintendent in his reasonable judgement so determines, such a vacancy may be filled on a temporary basis.
- C. Unrequested transfers of teachers are to be minimized and avoided whenever possible.

ARTICLE 1X
REDUCTION IN STAFF

- A. Seniority. New employees shall be considered as probationary employees as prescribed by the Tenure Act.

- B. The term seniority as hereinafter used shall be the length of continuous service with the Pewamo-Westphalia Board of Education **as a member of the bargaining unit**. Leaves of absence shall not constitute an interruption in continuous service. Credit given for outside teaching experience in school districts shall not be considered for the purpose of accumulating seniority, but shall serve to reduce the probationary period in accordance with the provisions of the Tenure Act.

- C. Seniority within the school system shall be determined by using the following prioritized criteria:
 - 1. Certification as approved by the Department of Education of the State of Michigan.
 - 2. Length of service in Pewamo-Westphalia Community Schools.

- D. Any teacher shall have seniority from the last date of hire.

- E. In order to promote an orderly reduction in personnel when the educational program and curriculum is curtailed, the following procedure will be used.
 - 1. Probationary employees will be laid off first when any teacher who has acquired any seniority and whose position has been curtailed is certified to perform the services of the probationary teacher.

ARTICLE IX - REDUCTION IN STAFF (con't)

2. In the event teachers must be laid off, layoff will be on the basis of seniority as established hereinbefore in Section C.
3. Teachers who are laid off during a contract year shall be considered as having completed the contract year for purposes of placement on the salary scale if employed for one semester or more of the school year. Teachers who teach for less than one semester shall be given credit for the length of time taught.
4. No teacher shall be laid off without sixty (60) days notice.

F. RECALL

Teachers shall be recalled to employment in inverse order of layoff for position openings as determined by the program offered by the Board, for which they are certified.

- G. Employees shall be notified of recall by certified mail, return receipt requested.
- H. Employees who are notified of recall and fail to respond within (5) days of receipt of letter or who fail to report for duty within fifteen (15) days of receipt of recall notice shall be considered as resigned.

ARTICLE IX REDUCTION IN STAFF (con't)

- I. No later than thirty (30) days following the start of the school year, the Board shall prepare a seniority list. All teachers shall be ranked on the list in order of their effective date of employment. The seniority list shall be posted on the bulletin boards in each building and furnished to each teacher. Revisions and updates of the seniority list shall be posted as they are made. In the circumstance of more than one individual having the same effective date of employment, all individuals so affected will participate in a drawing to determine placement on the seniority list. The Association and teacher(s) so affected will be notified in writing of the date, place and time of the drawing. The drawing shall be conducted openly and at a time and place that will reasonably allow affected teachers and association representatives to be in attendance.
- J. In the event of a discrepancy in the seniority list, the Board will consult with a representative of the Association and with the teachers affected by the discrepancy to accurately rectify the discrepancy.
- K. During a period of impending layoffs, the Board agrees to grant all requests for voluntary leaves of absence to bargaining unit members who make such requests provided that said leave prevents a lay-off.

ARTICLE X
SICK LEAVE

A. At the beginning of each school year each teacher shall be credited with eleven (11) days of sick leave, the unused portion of which shall accumulate from year to year, to a maximum of ninety (90). The teacher who uses less than four (4) sick leave days in any year shall receive one (1) sick leave day added to their accumulation. The sick leave days may be taken by a teacher for the following reasons and subject to the following exceptions:

1. Personal Illness or Disability - The teacher may use all or any portion of his sick leave to recover from his own illness or disability.
2. Death in the immediate family - The teacher may take a maximum of four (4) sick days per death at the time of death. Immediate family shall be interpreted as mother, father, wife, grandparents, child, sister, and brother of teacher and/or his spouse, or any other member of the family unit living in the same household no matter what degree of relationship.
3. Other Deaths - The teacher may take one (1) sick leave day per death to attend the funeral of any personal friend or distant relative.
4. Medical or Nursing Care - The teacher may take one (1) sick leave day to make arrangements for medical or nursing care for a member of his immediate family.
5. Emergency Leave - Teachers may use up to ten (10) of his or her sick leave days for emergency leave. This number may be increased at the discretion of the building principal. Emergency leave may be used for accidents or major illness in the teacher's immediate family.

B. The board shall furnish each teacher with a written statement at the beginning of each school year setting forth the total of sick leave days credit.

ARTICLE X - SICK LEAVE (con't)

- C. A teacher who is unable to teach because of personal illness or disability and who has exhausted all sick leave available shall be granted a leave of absence without pay for the duration of such illness or disability, up to one year upon written request by the teacher.
- D. Any teacher may contribute from his/her accumulated sick days up to two (2) days per year to a teacher who has exhausted all his/her accumulated sick days. The total number of days contributed shall not exceed the number of days needed to go to LTD.

The bank will exist only for the individual employee's duration of illness and there shall be no accumulated sick day bank.

A committee consisting of one administrator and one teacher will be responsible for collecting and distributing the proper number of sick days.

- E. A teacher absent from work with mumps, scarlet fever, measles, scabies, lice, or chickenpox shall suffer no diminution of compensation and shall not be charged with sick leave for a period not to exceed three (3) weeks, provided said teacher incurs said disease within the incubation period of the occurrence of a like disease incurred by a student within the realm of said teacher's responsibility. The diagnosis of the disease may be requested by the board by a doctor of medicine or osteopathy.

ARTICLE XI
PERSONAL BUSINESS LEAVE

- A. Personal business leave days not to exceed two (2) days in any one (1) contractual year shall be granted upon written application when it is not possible to arrange such business for non-duty hours. Requests for such leave must be made with the administration as far in advance as possible and at least twenty-four (24) hours in advance. In emergency cases the teacher will notify his principal as soon as possible and shall have the leave granted.
- B. Any time less than 1/2 day will count as 1/2 day personal business leave. Any time between 1/2 and a full day will count as one personal business leave. Personal business leave is nonaccumulative. A personal business leave day shall not be granted for the day preceding or the day following holidays or vacations and the first and last day of the school year, except in cases of emergency.

ARTICLE XII

LEAVE OF ABSENCE

A. Leaves of absence without pay may be granted by the Board upon written request and application for the following:

1. A teacher may be granted a leave of absence up to one year without pay for educational improvement.

Applications will be made directly to the Superintendent.

2. A parental leave of absence shall be granted for the purpose of child bearing and/or for child care at the teacher's request for up to two (2) years. The leave may commence thirty days (30) after written request for such leave is made. In the event of an emergency, leave may commence immediately upon written request. A teacher returning from parental leave shall be returned to the same or substantially equivalent position.

The initial leave period request shall indicate the expected date of the start of the leave and shall state the anticipated date of return. As nearly as possible the return date of the leave should conform to the beginning or ending of a semester.

Upon written request the teachers initial leave request shall be extended up to two years from the date of the commencement of the leave. A teacher requesting an extension must indicate the culmination date of said leave and this date will coincide with the semester break. A member of the bargaining unit adopting a child shall receive parental leave under the same terms and conditions as provided herein.

ARTICLE XII - LEAVE OF ABSENCE (CON'T)

3. A leave of absence may be granted upon request for any teacher to campaign for and/or serve in a public office. The leave shall be for the duration of the campaign and for the duration of the office, if elected.
 4. A leave of absence may be granted to any teacher whose election to a state association position necessitated such a leave. The leave shall be granted for the duration of the term of office.
 5. A leave of absence may be granted for any other special consideration. The purpose and length of time shall be specified in the written request.
- B. Leaves of absence with pay not chargeable against the teacher's sick leave shall be granted for court appearances of a witness in any case connected with the teacher's employment or the school.
- C. Leaves of absence, with pay upon written request may be granted for the following professional purposes:
1. Visitation to view other instructional techniques or programs, conferences, workshops, seminars conducted by colleges and universities, or other recognized educational conferences, but excluding those related to labor relations.
 2. The teacher shall file with the administration a report on the activities of the conference or meeting with recommendations, if any, for use by the teacher and by the Board.

ARTICLE XII - LEAVE OF ABSENCE (CON'T)

3. Expenses may be allowed for attending professional meetings and conferences.
4. Requests for permission to attend professional activities shall be approved by the Superintendent or his designee.

In case that the request is not approved, the Superintendent or his designee will submit to the applicant written reasons for the denial.

- D. The Association shall be granted seven (7) days to be distributed among its members for the purpose of attending Association conferences.
- E. Any teacher called for jury duty during the school hours or who is subpoenaed to testify during school hours in any judicial or administrative matter, or who shall be asked to testify in any Pewamo-Westphalia arbitration or Pewamo-Westphalia fact finding case, shall be paid his full salary without loss of sick leave or business days for such time spent on jury or giving testimony. Any remuneration from the courts shall be turned over to the employer.
- F. A professional courtesy, not to exceed one hour a day per teacher, may be exchanged between teachers, providing that no money changes hands, and providing that normal school routine is not disrupted by said courtesy, which includes such things as "covering" a class, extra curricular activities, duties and coaching. The

ARTICLE XII - LEAVE OF ABSENCE CON'T

principal will be informed 24 hours in advance of the courtesy, and will be provided with the name of the teacher covering the aforementioned activities.

- G. If a teacher uses up his/her sick leave, that teacher will be granted an unpaid leave of absence for illness, disability or death in the immediate family, other deaths, medical or nursing care, an emergency leave, as covered by Article X of this contract.

- H. A teacher beginning a leave after September 1, 1983 shall not accumulate more than two years seniority while on leave. The association will protect and save harmless the Board of Education from any and all claims, demands, suits and other forms of liability or costs by reason of actions taken by the Board in compliance with this paragraph.

ARTICLE XII - LEAVE OF ABSENCE (CON'T)

3. Expenses may be allowed for attending professional meetings and conferences.
4. Requests for permission to attend professional activities shall be approved by the Superintendent or his designee.

In case that the request is not approved, the Superintendent or his designee will submit to the applicant written reasons for the denial.

- D. The Association shall be granted seven (7) days to be distributed among its members for the purpose of attending Association conferences.
- E. Any teacher called for jury duty during the school hours or who is subpoenaed to testify during school hours in any judicial or administrative matter, or who shall be asked to testify in any Pewamo-Westphalia arbitration or Pewamo-Westphalia fact finding case, shall be paid his full salary without loss of sick leave or business days for such time spent on jury or giving testimony. Any remuneration from the courts shall be turned over to the employer.
- F. A professional courtesy, not to exceed one hour a day per teacher, may be exchanged between teachers, providing that no money changes hands, and providing that normal school routine is not disrupted by said courtesy, which includes such things as "covering" a class, extra curricular activities, duties and coaching. The

ARTICLE XIII
TEACHER EVALUATION

A. Observation by the Administration of the work performance of a teacher shall be conducted with full knowledge of the teacher. The use of eavesdropping, public address or audio systems, and similar surveillance or monitoring devices shall be strictly prohibited. The Performance of all teachers shall be evaluated in writing.

B. Probationary teachers shall be observed and evaluated in writing at least once each semester. Tenured teachers who have not been evaluated within the past two years shall receive 24 hours notice prior to a written evaluation. All evaluations will be conducted by the First of May.

C. The administration shall prepare and submit a written report and recommendations to the teacher within five (5) days of the observation and shall hold a post-observation conference with the teacher for the purpose of clarifying the written report and recommendations within five (5) days of the submission of the written report to the teacher.

1. If an administrator believes a teacher is doing unacceptable work the reasons therefor shall be set forth in specific terms. These shall identify the specific ways in which the teacher is to improve and state the assistance to be given by the administrator and other staff members.
2. Any tenure teacher may request a second evaluation.
3. Three (3) copies of the written evaluation shall be submitted to the teacher. Two (2) to be signed and returned to the administration and one (1) to be retained by the teacher. In the event that the teacher feels that his evaluation was incomplete or unjust, he may put his objections in writing and have them attached to the evaluation report to be placed in his evaluation file.

FOX RIVER BOND
25% COTTON

ARTICLE XIII - TEACHER EVALUATION (CON'T)

- D. A teacher coach shall be assigned to every probationary teacher upon entrance of the teacher into the system. The "teaching coach" insofar as possible, shall be a tenure teacher with a minimum of five (5) years teaching experience and shall be engaged in teaching within the same grade, building or district as the probationary teacher. It shall be the duty of the teaching coach to assist and counsel the probationary teacher in acclimating to the teaching profession and the school system. It shall be the responsibility of the administrator to assist and counsel the probationary teacher in meeting the expectations of the school district.
- E. Each teacher, upon request, shall have the right to review the contents of his own personal file maintained by the school system. The review will be made in the presence of the Administrator responsible for the safe-keeping of the file. Privileged information such as confidential credentials, letters or references from colleges and universities, individuals or previous employers are specifically exempt from such review.
- F. Test results of academic progress of students shall not be used in any way as evaluative of the quality of a teacher's service or fitness for retention.

G. If discharge of a teacher (**including denial of tenure**) is to be considered because of inadequacies observed in the teacher's professional work with students, such action must minimally be preceded by:

1. Repeated observation of the inadequacies by the building administrator through the observation process described.
2. Clear direction that the teacher must improve and the consequences of failure to do so.
3. Opportunity for the teacher to make improvements.
4. Assistance from administrators and school district resources to help the teacher improve.

ARTICLE XIV

PROTECTION OF TEACHERS

- A. The Board will give reasonable support and assistance to teachers with respect to the maintenance of control and discipline in the classroom. Whenever it has been established by specialized authority that a student requires the assistance of special counselors, social workers, law enforcement personnel, physicians or other persons, the Administration will take steps to relieve the teacher's responsibilities with such pupil (s).
- B. Any case of assault upon a teacher which had its inception in a school situation shall be promptly reported in writing to the Board or its designated representative. The Board will provide legal counsel, upon request, to advise the teacher of his/her rights and obligations with regards to such assault, and shall render all reasonable assistance.
- C. If any teacher is complained against or sued by reason of disciplinary actions taken by the teacher against a student, the Board will provide legal counsel and render assistance to the teacher in his defense, provided there is no gross negligence on the part of the teacher as defined by the courts.
- D. Time lost by a teacher in connection with any incident mentioned in this article shall not be charged against the teacher's pay unless he/she is adjudged (guilty by a court of

ARTICLE XIV - PROTECTION OF TEACHERS (CON'T)

competent jurisdiction).

- E. If a teacher is injured while in the line of duty, all medical, surgical, or hospital care will be furnished by the Board in accordance with the provisions of the Workers' Compensation Law.
- F. Complaints by a parent of a student directed toward a teacher shall be called to the teacher's attention if considered serious enough, to the appropriate administrator, to be written into the teacher's file. or used as a basis for reprimanding the teacher.
- G. Teachers are required to exercise care with respect to safety of pupils and property, but shall not be individually liable, except in the case of gross negligence of duty, for any damages or loss to person or property.
- H. A teacher shall, upon request, be entitled to have present a representative of the Association when he is being reprimanded, warned or disciplined for any infraction of discipline or delinquency in professional performance. When a request for such representation is made, no action shall be taken with respect to the teacher until such representative of the Association is present.
- I. Each teacher shall be assigned only one (1) supervisor.
- J. No teacher shall be disciplined (including warnings, reprimands, suspensions, reductions in rank, discharges or other actions of a disciplinary nature) without just or reasonable cause and due process. -33-

ARTICLE XIV - PROTECTION OF TEACHERS (CON'T)

- K. Any complaint directed toward a teacher from which a disciplinary action or reprimand may result, shall be promptly called to the teacher's attention by the Administration. Teachers are entitled to know the identity or source and the details of all such complaints.
- L. No warning shall remain in any teacher's file longer than two years.
- M. No teacher is required to meet with a parent for a conference during any regularly scheduled class. An administrator must be present upon request of said teacher.

**ARTICLE XV
GRIEVANCE PROCEDURE**

- A. A grievance shall be defined as an alleged violation of the expressed written terms of this Agreement.

- B. The term "days" as used herein shall mean days in which school is in session, except at the end of the school year when days shall refer to week days.

- C. Step 1 - A grievant shall within five (5) days of its alleged occurrence orally discuss the problem with the principal.

If no resolution is obtained within three (3) days of the discussion, the grievant shall reduce the grievance to writing and proceed within three (3) days to Step 2.

Step 2 - A copy of the written grievance shall be filed with the Superintendent. Within five (5) days of receipt of the grievance, the Superintendent shall arrange a meeting with the grievant to discuss the grievance. Within five (5) days of the discussion the Superintendent shall render his decision in writing.

If no decision is rendered within five (5) days of the discussion, or the decision is unsatisfactory to the grievant, the grievant shall within five (5) days appeal same to the Board of Education.

Step 3 - Upon written application the Board shall allow the teacher an opportunity to be heard. Within one month from the hearing of the grievance, the Board shall render its decision in writing.

ARTICLE XV - GRIEVANCE PROCEDURE (CON'T)

Step 4 - Individual teachers shall not have the right to process a grievance at Level Four.

1. If the Association is not satisfied with the disposition of the grievance at Level Three, it may within ten (10) days after the decision of the Board refer the matter for arbitration to the American Arbitration Association, in writing, and request the appointment of an arbitrator to hear the grievance. If the parties cannot agree upon an arbitrator, he shall be selected in accordance with the rules of the American Arbitration Association, except each party shall have the right to **peremptorily** strike not more than three from the list of arbitrators.
2. Neither party may raise a new defense or ground at Level Four not previously raised or disclosed at other written levels.
3. The decision of the arbitrator shall be final and conclusive and binding upon the Board and the Association.
4. The arbitrator shall have no power to alter, modify, add to or subtract from the provisions of this Agreement. His authority shall be limited to deciding whether a specific article and section of this Agreement has been violated and shall be subject in all cases to the rights, responsibilities, and authority of the parties under the Michigan General School laws or any other national, state, county, district, or local Laws. The arbitrator shall not usurp the function of the Board of Education and/or the Pewamo-Westphalia Education Association or the proper exercise of their **judgment** and discretion under law and this Agreement.

ARTICLE XV - GRIEVANCE PROCEDURE (CON'T)

5. The arbitrator shall have no power to:
 - A. Add to, subtract from, disregard, alter or modify any of the terms of this Agreement.
 - B. Rule on the termination of services or failure to re-employ any probationary teacher.
 - C. Decide any question which, under this Agreement is within the responsibility of the management to decide.
 - D. Change any policy of the Board which does not conflict with the terms of the Agreement.
 - E. If an arbitrator rules a grievance is not arbitrable under the terms of this agreement, it shall be referred back to the parties without decision or recommendation on its merits.

- D. The fees and expenses of the arbitrator shall be shared at the rate of 50% for the Association and 50% for the Board.

- E. Should a teacher fail to institute a grievance within the time limits specified, the grievance will not be processed. The parties may mutually agree to extend the time limits at any step of the grievance procedure.

- F. Any grievance filed by the Association shall be posted in each building on the Association bulletin board.

- G. By mutual consent the Association and the Board may decide that a grievance can go through expedited arbitration as defined by the American Arbitration Association.

ARTICLE XVI

ACADEMIC FREEDOM

- A. The parties seek to educate young people in the democratic tradition, to foster a recognition of individual freedom and social responsibility, to inspire meaningful awareness of and respect for the Constitution and the Bill of Rights, and to instill appreciation of the values of individual personality. It is recognized that these democratic values can best be transmitted in an atmosphere which is free from censorship and artificial restraints upon free inquiry and learning, and in which academic freedom for teacher and students is encouraged, except that:
1. The teacher must be acting within accepted and/or adopted curriculum and courses of study:
 2. The teacher must submit an outline and/or request to his building principal or immediate supervisor prior to using materials or resource speaker in any "controversial" areas. The teacher must have approval from the building principal or immediate supervisor prior to the implementation of such instructional materials or speaker.
 3. The teacher must exercise responsibility and prudence, and must realize that teaching in elementary or secondary school places special responsibility upon the teacher to carefully consider the maturity level of the student and the special circumstances that surround the teacher/learning relationship.
 4. If a controversial issue is presented, it shall be the responsibility of the teacher to have both sides presented.

ARTICLE XVI - ACADEMIC FREEDOM (CON'T)

- B. To protect the Board, the Association agrees to indemnify and save harmless the Board against any and all claims, suits, damages, or costs, for actions involving this provision.

FOX RIVER BOND

ARTICLE XVII

BUILDING & DISTRICT SCHOOL IMPROVEMENT COMMITTEES

- A. There is established District and building School improvement Committees composed of community members, students, teachers and ancillary staff.

- B. The School Improvement Committees shall meet regularly to discuss and study curriculum development and revision, student discipline, special student problems, or any other issues related to the education of students. The first meeting will be called by the Association or administration at a mutually acceptable date, but prior to October 31 of the school year.

- C. The parties agree that the District and Building School Improvement Committee shall serve in an advisory capacity only.

ARTICLE XVIII

NEGOTIATION PROCEDURES

- A. This agreement incorporates the entire understanding of the parties on all issues which were or could have been the subject of negotiation. During the term of this Agreement neither party will be required to negotiate with respect to any such matter, whether or not within the knowledge or contemplation of either party, or both of the parties at the time they negotiated or signed this Agreement.

- B. Not earlier than April 1st, nor later than June 1st, of the calendar year in which this Agreement expires, the Association and the Board agree to begin negotiations of a successor Agreement.

□

**ARTICLE XIX
MISCELLANEOUS PROVISIONS**

- A. Teachers are required to report unavailability for work before 7:00 AM on the teacher's work day, except in cases of emergency.
- B. **Eighteen dollars (\$18.00)** shall be paid to teachers teaching a class for one class period during their conference hour, except when the teacher has an extra free period due to class not meeting. Teaching an extra class will be on a voluntary basis. If no teacher accepts a substitute request, the teacher with the least seniority may be assigned to teach the extra class. No teachers are to be used as relief or substitute teachers as part of their regular responsibilities unless the teacher agrees in writing with such an assignment. **Beginning in the 1997-98 school year, teachers will be paid \$20.00 for teaching a class under the above conditions.**
- C. It is intended that adequate parking facilities shall be made available to all teachers when space is available, and when the Board is financially able to do so. Where such parking facilities are provided, teachers are expected to use same.
- D. This agreement shall supersede any rules, regulations of practices of the Board which shall be contrary or inconsistent with its terms. It shall likewise supersede any contrary or inconsistent terms contained in any individual teacher's contracts heretofore in effect. All future individual teacher contracts shall be make expressly subject to the terms of this Agreement.

Article XIX - Cont'd.

E. The Board shall deduct all federal, state and local taxes from payroll.

F. The high school building principal shall designate, with the consent of the teacher selected, a 7-12 department head for each of the following departments: English/Fine Arts, Math/Science, Social Studies/Business, and Health/Physical Education/Practical Arts. Each department head shall be responsible for coordinating the curriculum in his/her department, conducting regular department meetings, informing the administration and board of concerns and needs, consulting with the administration on matters of hiring, budget, and scheduling. The elementary principal shall designate or ask the association to designate a representative to sit in and consult on hiring of staff or aides at the elementary level.

ARTICLE XX

COMPENSATION

- A. The board shall establish a fund of \$150.00 from which teachers may be reimbursed on a first come, first serve basis for books used for graduate courses. These books shall become the property of the school district and be added to the professional library upon termination of the course and may be used by other staff members who may need the books for similar courses or research.
- B. Teachers with outside experience may be credited with up to **ten (10)** years in the salary schedule.
- C. Teachers voluntarily going without a conference period will receive 1/7 of that teacher's base salary.
- D. Teachers will be entitled to 90% of IRS rate per mile reimbursement when driving their own vehicle in execution of their teaching duties. This does not include driving to or from home to school. Such driving and reimbursement shall be approved by the superintendent or his authorized agent, and proper verification shall be submitted to the administrative office.
- E. Teachers shall be paid according to current base bus driver's rate when driving a school bus for a school related activity. Coaches driving in their related sport will be paid driving time only.

ARTICLE XX - COMPENSATION (CON'T)

F. Teachers will be credited with one year of experience on the pay schedule for each year employed by the district. Teachers employed ½ time or more, but less than full time will earn one year of credit on the pay schedule beginning 1996-97 school year.

G. Teachers who are under contract less than full-time will be granted insurance benefits, sick days and business days prorated as to the terms of their employment. Any exceptions will be made by mutual agreement between the teacher and the board.

H. Teachers who notify the district in writing by April 1st of the year of their retirement will be paid a terminal leave payment, representing a percentage of his/her salary during the teacher's last year of service to the district as follows:

YEARS OF DISTRICT SERVICE	PERCENTAGE
10	5%
20	10%
25	15%
30	20%

Payment will be paid by October 15th of the year of retirement.

I. Teachers will be paid on the 21st pay period of the year for any sick days accumulated above 90 at the rate of \$25.00/sick day. After ten years of service to the Pewamo-Westphalia School system teachers will be compensated at the rate of \$25.00 for each accumulated unused sick day upon termination of their services.

ARTICLE XXI

SEVERABILITY

If any provisions of the Agreement or any application of the Agreement to any employee shall be found contrary to law, than such provision or application shall be deemed null and void, but all other provisions or applications shall continue in full force and effect; furthermore, the provisions of such law shall supersede, to the extent of the conflict, the provisions of this Agreement and govern the relation of the parties hereunder.

FOX RIVER BOND
25% COTTON

ARTICLE XXII

WAIVER

The parties acknowledge that during the negotiations which resulted in this Agreement each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the District and the Association, for the life of this Agreement each voluntarily and unqualifiedly waives the right and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

ARTICLE XXIII

NO STRIKE

The Association and Board recognize that strikes and other forms of work stoppages by teachers are contrary to law and public policy. The Association and the Board subscribe to the principle that differences shall be resolved by peaceful and appropriate means without interruption of the school program. The Association, nor its officers, shall not authorize, instigate, cause, aid, encourage, ratify or condone, a slowdown or stoppage of work, in the school system during the life of this Agreement.

**ARTICLE XXIV
FRINGE BENEFITS**

- A. Teachers electing health care protection shall be provided with MESSA Super Care 1.
- B. The Board will make payment of insurance premiums for each teacher to assure coverage for the full twelve month period commencing October 1, and ending September 30, for all teachers who complete their contractual obligations.
- C. Teachers not electing health care protection may apply the single subscriber subsidy for MESSA Super Care 1 less employer FICA rate as additional compensation. The single subscriber subsidy will be frozen at \$75.00 per month for teachers hired after July 1, 1983.
- D. The Board shall provide, without cost to the teacher, a Long Term Disability benefit at 66 2/3% of salary. Benefits will commence Ninety (90) calendar days after disability occurs and will continue as long as the teacher meets the criteria of the MESSA Insurance rider.
- E. Additional programs, if authorized by the Board, will be available at the teacher's expense through payroll deductions.
- F. The Board will provide full paid dental insurance plan 501 from SET Inc.
- G. The Board will provide vision insurance-MESSA VSP 3.

1996-97 salary schedule for teachers			
Run date 4/16/97			
STEP	B A	M A	MA + 30
96-97	2.125% on schedule		
1-4	\$ 27,177	\$ 29,936	\$ 31,399
5	\$28,536	\$31,433	\$32,969
6	\$29,895	\$32,930	\$34,539
7	\$31,254	\$34,426	\$36,109
8	\$33,292	\$36,672	\$38,464
9	\$34,787	\$38,318	\$40,191
10	\$36,553	\$40,264	\$42,232
11	\$38,727	\$42,659	\$44,744
12	\$40,766	\$44,904	\$47,099
Long 1 14yr	\$42,124	\$46,401	\$48,668
Long 2 16y	\$42,804	\$47,149	\$49,453
Long 3 21y	\$43,483	\$47,898	\$50,238
Long 4 26y	\$44,163	\$48,646	\$51,023

FOX RIVER BOND
25% COTTON

1997-98 salary schedule for teachers			
STEP	B A	M A	MA + 30
97-98	2.50% on schedule		
1-4	\$ 27,856	\$ 30,684	\$ 32,184
5	\$29,249	\$32,218	\$33,793
6	\$30,642	\$33,752	\$35,402
7	\$32,034	\$35,287	\$37,012
8	\$34,124	\$37,588	\$39,425
9	\$35,656	\$39,276	\$41,196
10	\$37,466	\$41,270	\$43,287
11	\$39,695	\$43,725	\$45,862
12	\$41,784	\$46,026	\$48,276
Long 1 14yr	\$43,177	\$47,560	\$49,885
Long 2 16y	\$43,873	\$48,327	\$50,690
Long 3 21y	\$44,570	\$49,094	\$51,494
Long 4 26y	\$45,266	\$49,862	\$52,299

1996-97 EXTRA CURRICULAR SCHEDULE

ARTICLE XXVI

Group 1	Head Varsity Football, Varsity Basketball (boys & girls) & Band Varsity Volleyball				
A.	B.	C.	D.	E.	
3,067	3,406	3,786	4,196	4,658	
Group 2	Ass't Football, JV Basketball (boys & girls), Varsity Baseball, Varsity Softball, JV Volleyball , Track, Varsity Cheerleading				
A.	B.	C.	D.	E.	
1,878	2,082	2,311	2,563	2,845	
Group 3	Golf, JV Baseball, JV Softball, Freshman Basketball, High School Play, Quiz Bowl, Cross Country				
A.	B.	C.	D.	E.	
1,185	1,232	1,368	1,520	1,687	
Group 4	Yearbook, Jr. High Basketball, Sr. High Student Council, JV Cheerleading				
A.	B.	C.	D.	E.	
861	956	1,060	1,178	1,307	
Group 5	Jr. Class Advisor(s), Sr. Class Advisor(s), Jr. High Student Council, National Honor Society Advisor if not provided release time				
A.	B.	C.	D.	E.	
612	679	755	839	931	
Group 6	Freshman Cheerleading, Sophomore Class Advisor, Freshman Class Advisor, Ass't Play Director				
A.	B.	C.	D.	E.	
460	510	569	714	791	
Group 7	SADD Advisor, Science Olympiad Advisor, Math, Musical Accompanist , Count/MCTM Advisor, Jr. High Cheerleading, Elementary Student Council				
A.	B.	C.	D.	E.	
283	346	404	463	514	
Group 8	Driver Education and Athletic Director \$17.59				
Group 9	Lunch Duty, Saturday Session, Pre-School Screening \$16.46/Hr				

All positions on the schedule are non-tenure.

All positions may be dropped by the Board of Education due to financial conditions.

All football coaches other than the head varsity are considered assistant football.

*A.	1st Year	B:	2nd & 3rd Years
C.	4th - 7th Years	D.	8th & 9th Years
E.	10th or more		

The Board may grant up to 4 years credit on the extracurricular salary schedule for coaches or advisors with 10 or more years service at a lower level or at another school district in the same sport."

mw/artXXVI

1997-98 EXTRA CURRICULAR SCHEDULE

ARTICLE XXVI

Group 1	Head Varsity Football, Varsity Basketball (boys & girls) & Band Varsity Volleyball				
A.	B.	C.	D.	E.	
3,144	3,491	3,881	4,301	4,774	
Group 2	Ass't Football, JV Basketball (boys & girls), Varsity Baseball, Varsity Softball, JV Volleyball, Track, Varsity Cheerleading				
A.	B.	C.	D.	E.	
1,925	2,134	2,369	2,627	2,916	
Group 3	Golf, JV Baseball, JV Softball, Freshman Basketball, High School Play, Quiz Bowl, Cross Country				
A.	B.	C.	D.	E.	
1,215	1,263	1,402	1,558	1,729	
Group 4	Yearbook, Jr. High Basketball, Sr. High Student Council, JV Cheerleading				
A.	B.	C.	D.	E.	
883	980	1,086	1,207	1,340	
Group 5	Jr. Class Advisor(s), Sr. Class Advisor(s), Jr. High Student Council, National Honor Society Advisor if not provided release time				
A.	B.	C.	D.	E.	
627	696	774	860	954	
Group 6	Freshman Cheerleading, Sophomore Class Advisor, Freshman Class Advisor, Ass't Play Director				
A.	B.	C.	D.	E.	
471	523	583	732	811	
Group 7	SADD Advisor, Science Olympiad Advisor, Math, Musical Accompanist, Count/MCTM Advisor, Jr. High Cheerleading, Elementary Student Council				
A.	B.	C.	D.	E.	
290	355	414	474	526	
Group 8	Driver Education and Athletic Director \$18.03				
Group 9	Lunch Duty, Saturday Session, Pre-School Screening \$16.87/Hr				

All positions on the schedule are non-tenure.

All positions may be dropped by the Board of Education due to financial conditions.

All football coaches other than the head varsity are considered assistant football.

- | | | | |
|-----|-----------------|----|-----------------|
| *A. | 1st Year | B. | 2nd & 3rd Years |
| C. | 4th - 7th Years | D. | 8th & 9th Years |
| E. | 10th or more | | |

The Board may grant up to 4 years credit on the extracurricular salary schedule for coaches or advisors with 10 or more years service at a lower level or at another school district in the same sport."

mw/artXXVI

PEWAMO-WESTPHALIA SCHOOLS

1997-1998 CALENDAR

AUG. 25	AM INSERVICE-PM WORKDAY
AUG. 26	FIRST DAY FOR STUDENTS
AUG. 29-SEPT. 1	NO SCHOOL -LABOR DAY
OCT. 31	END OF FIRST MARKING PERIOD (47 DAYS)
NOV. 6-7	1/2 DAYS-CONFERENCES
NOV. 27-30	NO SCHOOL-THANKSGIVING
DEC. 20-JAN. 4	NO SCHOOL-CHRISTMAS VACATION
JAN. 14-16	1/2 DAYS-EXAMS
JAN. 16	END OF SECOND MARKING PERIOD (43 DAYS)
FEB. 13	1/2 DAY-PM INSERVICE
FEB. 16	NO SCHOOL-PRESIDENTS DAY
MARCH 20	END OF THIRD MARKING PERIOD (44 DAYS)
MARCH 27	NO SCHOOL-FLEX DAY
MARCH 28-APRIL 5	NO SCHOOL-SPRING BREAK
APRIL 10	NO SCHOOL-GOOD FRIDAY
MAY 25	NO SCHOOL-MEMORIAL DAY
JUNE 2-4	1/2 DAYS-EXAMS
JUNE 4	END OF FOURTH MARKING PERIOD (46 DAYS)

ARTICLE XXVII

DURATION

All articles of this Agreement shall be effective upon ratification by both parties Two years: July 1, 1996 through June 30, 1998.

Pewamo-Westphalia Community
Schools

Pewamo-Westphalia Education
Association

Richard L. Federa 4-21-97
President

Wayne Severn 4-22-97
President

Christine E. Piggott 4/21/97
Secretary

Lori L. Fundermatter
Secretary 4/22/97

