

**PLAINWELL  
COMMUNITY SCHOOLS**

**AND**

**PLAINWELL  
EDUCATION ASSOCIATION  
COLLECTIVE BARGAINING AGREEMENT**

**JULY 1, 2005 TO JUNE 30, 2007**

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## ARTICLE 1

### PURPOSE AND RECOGNITION

- 1.1 Purpose. The general purpose of this Agreement is to promote orderly and peaceful relations between the Board and the professional employees for the mutual benefit of the public, the Board, the Association, and the employees.
- 1.2 Recognition. The Board recognizes the Association as the sole and exclusive collective bargaining representative for all K-12 employees.
- 1.3 Definitions.
- 1.31 Association means the Plainwell Education Association.
- 1.32 Day shall mean all days except Saturday, Sunday, school holidays and scheduled employee vacations, unless the context clearly otherwise requires.
- 1.33 Emergency as used herein means a sudden or unforeseen occurrence or condition that calls for immediate action.
- 1.34 Part-Time Employee means an employee regularly employed under contract for less than a full work week or full work day, or for less than a full school year. The fringe and leave benefits of a part-time employee shall be proportionately reduced.
- 1.35 Party means the Board or the Association.
- 1.36 Employee shall mean all full-time and regularly scheduled part-time school psychologists, social workers, speech pathologists, occupational therapist(s) and certified persons employed by the Board for K-12 for the regular school term except:
- A. Temporary employees and employees' aides.
  - B. Supervisory and administrative personnel, including but not limited to, the Superintendent, Assistant Superintendent, Business Manager, Principals and Assistant Principals, Guidance Counselor Director, Athletic Director, Community Education personnel, and all other certified employees who devote more than fifty (50%) percent of their time to administrative assignments.
- 1.37 Temporary Employee means a person who is certified and qualified to serve as a replacement for a regularly employed employee on either a day-to-day basis and/or for one (1) semester or less during a school year.
- 1.4 General Interpretation.
- 1.41 Captions. Captions are included only for convenience of reference and shall not modify in any way the provisions herein.

- 1.42 Interpretation. The Board has the final responsibility for the direction and control of all aspects of the affairs of the School District and this Agreement shall be so applied and interpreted. Whenever possible each provision shall be interpreted in such manner as to be effective and valid under applicable state or federal law, but if any provision shall be prohibited by or be deemed invalid, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement.
- 1.43 Policies. Nothing in this agreement shall limit the right of the Board to adopt policies, initiate programs and enter into agreements with employees or others that are not contrary to the terms of this Agreement. The Board shall consult the Association prior to the adoption of any policy made pursuant to this agreement and shall furnish the Association a copy of any such policy thereafter adopted by it, including any amendments thereto.
- 1.44 Schedule Modification. The Board may alter the work schedule to the extent the Board determines necessary to comply with applicable local, state or federal laws or regulations; the availability of utilities; or for other circumstances beyond the control of the Board after consultation with the Association.
- 1.45 Subordination. Any individual contract or letter of agreement between the Board and an employee for the performance of duties that are subject to the terms of this Agreement shall be subject and subordinate to the provisions hereof.
- 1.46 Non Discrimination. The Employer agrees that it will in no way discriminate against or between any employee covered by this Agreement because of their race, creed, religion, color, national origin or ancestry, age, sex, sexual orientation, marital status, physical characteristics or handicap, or place of residence.

## ARTICLE 2

### ASSOCIATION RIGHTS

- 2.1 Association Rights. The Association shall have, in addition to other rights expressly set forth herein or provided by statute, the following rights:
- 2.11 The use of the school buildings at reasonable hours for meetings, provided that no such use shall interfere with the primary educational use of the facilities.
  - 2.12 The use of employee mail boxes and a designated bulletin board in each building for the purpose of giving notice of meetings, elections, the results of elections and related matters.
  - 2.13 The use of school equipment, including typewriters, duplicating equipment, adding machines and audiovisual equipment, provided that it shall pay the reasonable costs of all materials and supplies used and for damage to any equipment, and provided further that such use shall not interfere with its primary educational use.
  - 2.14 Information concerning the financial resources, budgetary requirements and such information as may be necessary for collective bargaining with respect to wages, hours and other terms and conditions of employment.
  - 2.15 The Board shall furnish the Association with the name of each new employee employed for the contract year. The information shall be furnished on or before the fifteenth (15) school day following the date of employment.
  - 2.16 The Association shall be granted, upon request, up to six (6) Association leave days for the purpose of permitting designated bargaining unit members to participate in Association Activities. The request shall be signed by the Association President and shall be submitted to the Superintendent at least five (5) days prior to the requested leave date. The Association agrees to reimburse the Board for the cost of any necessary substitute employees employed as a direct result of this provision, such cost to be based on the current non-permanent substitute employee rate and the retirement contribution for the employee's association day.
- 2.2 Association Responsibilities. The Association, having been recognized as the exclusive bargaining agent for the employees, agrees that:
- 2.21 It will give reasonable notice of all meetings, the right of free expression and the right to a secret ballot.
  - 2.22 It will make every reasonable effort not to permit or allow the employees or any state or national association to cause any slowdown, deviation from the teaching schedule, or other device, of any nature whatsoever, designed to be used as a means of coercing the Board to accept any demands or adjust any grievances relating to wages, hours or any other terms and conditions of employment.
  - 2.23 It will use its best efforts to correct breaches of professional performance or conduct, including but not limited to failure to maintain satisfactory teaching standards, willful insubordination, abuse of leave privileges and chronic tardiness or absenteeism.

2.24 It will promptly notify the Board in writing of the names of those persons who have been authorized to act on its behalf and the authority of each such person, which notice shall remain in effect until superseded by a new written notice.

### 2.3 Agency Shop.

2.31 Association Membership. Membership in the Association is not compulsory. Employees have the right to join or not join, maintain or drop their membership in the Association, as they see fit. Neither party shall exert any pressure on nor discriminate against any employee by reason of his/her joining or refusing to join the Association.

2.32 Financial Responsibility. Membership in the Association is separate and distinct from the assumption by an employee of his/her equal obligation to compensate the Association for the benefits he/she receives from representation. The Association is required under this Agreement to represent all of the employees in the bargaining unit fairly and equally without regard as to whether or not any employee is a member of the Association. The terms of this Agreement have been equally made for all of the employees in the bargaining unit and not solely for the benefit of the members of the Association. Accordingly, it is agreed that it is fair that each employee in the bargaining unit pay equally for benefits received and that each assume his/her fair share of the cost of representation.

2.33 Agency Service Fee. Each employee who is not a member of the Association shall pay to the Association an agency service fee. The fee shall be determined by the Association and shall be equivalent to each member's proportionate share of the cost of negotiating and administering the Collective Bargaining Agreement but in no event shall it be more than the dues paid by the Association member. If during the term of this Agreement, it should be determined by a court of competent jurisdiction that the foregoing amount is unlawful; the amount shall be modified to such amount as shall be lawful. This provision shall not apply to employees who were not members prior to June 30, 1970.

2.34 Deduction of Dues. An employee may pay membership dues, or the agency service fee, as the case may be, through payroll deduction or may terminate an authorization previously given by submitting a written authorization or termination request to the Board within forty-five (45) calendar days following the beginning of the school year or the date of employment, whichever is later. Employee's authorization for the deduction of Association dues, or for the payment of the agency service fee, shall identify the employee, the amount of each deduction, the period for which deductions are to be made, and be signed by such employee. The Board shall deduct the authorized amount due from each employee's pay and transmit the total deductions to the Treasurer of the Association each month together with a listing of each employee for whom deductions were made. The Board shall use its best efforts to make the aforesaid deductions in the manner set forth but assumes no responsibility for any errors in making such deductions other than to correct such errors. In the event of overpayment, the Association agrees to refund such monies within twenty (20) days.

2.35 After a service fee payer has utilized the Association's Administrative Procedures, pursuant to the Association's "Policy Regarding Objections to Political Ideological Expenditures", the procedure in all cases of non-payment of the appropriate service fee shall be as follows:

1. The Association shall notify the employee of non-compliance by certified mail, return receipt requested, explaining that he/she is delinquent in not tendering the service fee, specifying the current amount of the delinquency and warning him/her that unless the delinquent service fees are paid or a properly executed deduction form is tendered within fourteen (14) days of the Association's notification to the employee, he/she shall be reported to the Board, and a deduction of the service fee shall be made from his/her salary.

2. If the employee fails to comply, the Association shall give a copy of the letter sent to the delinquent employee and the following written notice to the Board at the end of the fourteen (14) day period.

The Association certifies that (name) has failed to tender the periodic service fee required as a condition of employment under this Agreement and demands that under the terms of this Agreement, the Board deduct the delinquent service fees from the employee's salary. The Association certifies that the amount of the service fee includes only those items authorized by law.

3. The Board, upon receipt of said notice and request for deduction, shall act pursuant to Section A above. In the event of compliance at any time prior to deduction, the request for deduction will be withdrawn. The Association, in enforcing this provision, agrees not to discriminate between employees.

2.36 The Association shall indemnify and hold harmless the school district and its employees and agents for any and all damages, costs or expenditures in applying dues deduction. The Association shall reimburse the District for the administrative costs of collecting political action contributions.

2.4 Non-Discrimination. The Association agrees that it will not discriminate against any employee in the bargaining unit by reason of sex, race, religion, marital status, age or national origin and that any employee who has paid an agency service fee shall be entitled to participate in all of the activities of the Association relating to the negotiation and administration of the Collective Bargaining Agreement.

## ARTICLE 3

### PROFESSIONAL DUTIES

- 3.1 Contract Period. The contract period shall be as provided in the School Calendar for the contract year. The term of the School Calendar may be extended by the Board in order to comply with membership day standards established by State law or regulations.
- 3.2 Professional Services. Although the parties recognize that the commitment of an employee cannot be measured merely by time, the compensation set forth on Schedule "A" for regular professional duties is based on a normal work day consisting of 7 hours and 25 minutes of pupil contact time, employee preparation time, and 30-minute duty free lunch as scheduled by the employer. It is understood and agreed that the length of the student instructional day shall not be extended during the term of this agreement.

Employee's daily hours shall consist of pupil contact time and employee preparation time. Pupil contact time shall be defined as the time the employee shall be required to instruct and/or supervise students. Employee preparation time shall include time for lesson planning, curriculum study, curriculum council, a reasonable number of employee meetings, parent conferences, student conferences, and administrator conferences.

#### 3.21 Elementary Classroom Employees.

- A. An employee regularly assigned as an elementary classroom employee (Grades K-5) shall be entitled to receive:
1. A lunch period of thirty (30) minutes, which period shall be duty free except as an employee may be required to supervise pupils as they pass to lunch and to be available to receive students upon the termination of the thirty (30) minute lunch period, and except as supervisory employees may be required on a rotational basis or in the case of reasonable unavailability of non-certified personnel, provided, however, that employees shall not be assigned to lunchroom supervision except in cases of emergency.
  2. A planning period when responsibility for a class has been assumed by another employee for special instruction such as physical education, music, art, or library, except as such other employee or a substitute employee may be reasonably unavailable. In addition, employees may elect in their discretion to provide one or more additional planning periods by means of rotating recess duty among themselves.
  3. Preparation time for all regular, specialists, special education employees in grades K-5 shall be two hundred seventy five minutes (275). The schedule shall include a minimum of forty five (45) minutes, five (5) days a week. All planning periods shall be scheduled during the student day.
  4. Recess periods shall remain at the 2002-2003 level.



- B. The Board agrees to assign at least one (1) employee's aide to each elementary building, exclusive of employee's aides assigned to special program areas such as special education, for the purpose of providing assistance to employees in that building. Any such aide(s) shall be under the direction of the building principal.

3.22 Secondary Classroom Employees. An employee regularly assigned as a Secondary Classroom Employee (Grades 6-12) shall be entitled to receive:

- A. A duty-free lunch period, except as supervisory employees may be required on a rotational basis or in the case as reasonable unavailability of non-certified personnel.
- B. Secondary employees shall have one (1) planning period each day. The period shall be defined by the building schedule. All planning periods shall be scheduled during the student day.

3.23 General Duties. The professional duties of each employee shall include non-instructional duties including homeroom and club assignments, faculty, departmental and curriculum meetings and in-service training.

3.24 Class Loads. The parties recognize that the pupil-employee ratio is an important aspect of an effective educational program. Therefore, the Board agrees to:

- A. Assure that class size is appropriate to the room assigned and the equipment and materials available; and
- B. Continue to make every effort to balance class sizes in Grades 1 through 5.

Reporting of Employees. If school shall be closed because of adverse weather on isolated days, employees shall not be required to report; however, when school is closed for three (3) or more successive days, employees may be required to report at the discretion of the Superintendent beginning on the third day unless such days are required to be made up in which case employees shall not be required to report.

3.4 Professional Assignments. Both parties recognize the desirability of placing each employee, to the extent practicable, in a position that will most effectively use the employee's skills and experience while providing for the present and future staff needs of the District.

3.41 Assignment Requests.

Any employee requesting a change in assignment for the next school year shall do so in writing to the Superintendent prior to March 1 of the current school year.

3.42 Assignment Criteria. Assignments shall be made by the Board on the basis of the following criteria, namely:

- A. The contribution that the employee could make to students in the new position.
- B. The preference of the employee for the assignment.

- C. The certification, applicable academic preparation (including majors and minors,) teaching experience and performance evaluation records of the employee compared to the certification, applicable academic preparation (including majors and minors), teaching experience and performance evaluation records of outside candidates, both the position to be vacated and the position to be filled.
- D. The opportunity for the professional growth of the employee.
- E. The length of service of the employee in the District and in that assignment.
- F. The No Child Left Behind/Highly Qualified Teacher Guidelines.

3.43 General Provisions.

- A. The tentative teaching assignment of an employee for the fall semester shall be made prior to the end of the spring semester if an employee has stated his/her intention in writing to return for the next school year prior to March 1. An employee who will be affected by a change in grade or subject shall be consulted as soon as possible and prior to sixty (60) days before the opening of the ensuing school year, if possible.
- B. A high school employee (grades 9-12) shall not be required to accept more than three (3) different course preparations for each trimester except by mutual consent. For the purpose of this provision, "course" shall mean subjects offered by the Board to students for credit with different titles and requiring daily preparation.
- C. A professional assignment shall ordinarily be within the scope of an employee's certificate or his/her major or minor field(s) of study.

3.5 Vacancies. A vacancy shall be defined as a position that will be filled occurring because of a newly created opening, a retirement or a resignation and after all employees, including those returning from leaves, have an assignment.

3.51 Notice of Vacancy.

- A. If a vacancy occurs in the bargaining unit during the regular work year, the Board may temporarily fill the position for the remainder of such year in order to minimize any disruption in the educational program provided, however, that if the Board determines that the position is to be filled on a permanent basis for the ensuing work year, it shall be posted in accordance with 3.51B.
- B. Any vacancy occurring shall be posted for 10 (ten) days, except vacancies occurring after August 1<sup>st</sup>, but prior to the beginning of school, shall be posted for five (5) days. All notices shall be posted in each building on the appropriate bulletin boards and with the building representative of each building. Postings occurring during the summer recess shall be mailed to any employee making a request and supplying the Central Office with pre-addressed stamped envelopes and the Association President.
- C. Any properly certified employee responding to the notice of a vacancy, as described, shall be interviewed for the postings. The Employer shall consider these factors in filling the position.

1. Certification.
2. North Central Guidelines.
3. Input from the interviewing team.
4. Other qualifications as established by the job description.
5. No Child Left Behind qualifications

No employees with less experience in the District shall be awarded the position unless his/her qualifications as outlined are determined by the District to be greater than the employee with more experience in the District.

3.6 Shared Position.

- A. Two (2) employees may agree to share one (1) full-time position with the approval of the Superintendent or his/her designee.
- B. Salary and fringe insurance shall be pro-rated to equal the percentage of the contract worked.
- C. Employees for shared positions must agree to accept full-time employment in the event the other employee in the shared time positions terminates employment. This provision may be waived in the event an acceptable alternative is available.
- D. The participating employees must agree to share the position for the entire school year.
- E. An unpaid leave of absence shall not be available by one employee without the consent of the partner assuming the full-time position.
- F. The position shall be reviewed by all parties in the Spring for the continuation for the following school year.
- G. If the partnership is dissolved by any party, both partners shall be given full-time positions in accordance with the seniority provision of the Master Agreement provided that it does not result in layoff of an on-staff teacher.
- H. The Employer shall have sole discretion not subject to grievance procedure, to accept or reject proposed shared time.

## ARTICLE 4

### CLASS SIZE

The parties agree in principle that the student/teacher ratio is a factor that can influence the education result. However, there also appears to be an implicit recognition that a variety of other elements are part of the students' education, including, but not limited to, the training and experience of the classroom teacher, the physical plant, the characteristics of the students, the curriculum and society forces.

Considering the above, the Board shall maintain class sizes at the following levels:

#### ELEMENTARY

Kindergarten, 1 <sup>st</sup> Grade	24 students per teacher
2 <sup>nd</sup> Grade, 3 <sup>rd</sup> Grade	25 students per teacher
4 <sup>th</sup> Grade, 5 <sup>th</sup> Grade	27 students per teacher
3 <sup>rd</sup> , 4 <sup>th</sup> , and 5 <sup>th</sup> Grade Multi-age classrooms	27 students per teacher

#### MIDDLE SCHOOL (6-8)

Middle School class limits (29) will apply to all classes, including Unified Arts except in the areas of band, vocal music, and physical education in the 2006-2007 school year. The administration will make efforts to adjust the 2005-2006 class schedule to achieve a maximum of 29 students in the Unified Arts classes with the exclusion of those listed above during the second semester. Payment for overages will begin with the 2006-2007 school year.

#### HIGH SCHOOL (9-12)

The Board shall maintain no more than 30 students per teacher per class period, except in the areas of band, vocal music, and physical education.

#### IMPLEMENTATION

These maximum class sizes may be exceeded with the following provision:

Starting with the 11<sup>th</sup> day of instruction, an elementary teacher with a class overage will be compensated at the rate of \$12 per day per student for each day enrollment is over the maximum. Starting with the 11<sup>th</sup> day of instruction, K-5 specials teacher with a class overage will be compensated at the rate of \$3 per period per student for each day the teacher has an enrollment over the maximum listed above. Starting with the 11<sup>th</sup> day of instruction of the school year, a teacher having a class size overage will be compensated at the rate of \$3.00 per period per middle school or high school student for each day enrollment is over the maximums listed above. Teachers shall submit in writing to the building principal the beginning and ending date of any class overage on a district provided form. Payment for a class overage shall be made at the end of the semester or trimester.

## ARTICLE 5

### STUDENT DISCIPLINE

- 1
- A. All district building behavior management and procedures must incorporate the Plainwell Community Schools Student Code of Conduct. The Student Code of Conduct then becomes the guideline for each building to clearly define their own behavior policy in their respective building handbooks. The behavior policies and the effectiveness of their implementation will be reviewed annually by each building committee consisting of faculty and administration.
- B. An employee who is subjected to physical assault or severe verbal abuse by a student will be relieved of responsibility for that student until completion of a formal conference that may involve the student, the student's parent(s) or guardian(s), the employee and building administrator. If a student has been suspended for a violation of the Plainwell Community Schools Student Code of Conduct, that student's teacher(s) will be informed of the student's violation and the consequences before the student is returned to the classroom, provided such disclosure would not violate the student's legal rights to privacy.

## ARTICLE 6

### CONTRACT RESOLUTION

6.1 Objectives. It is the intention of the parties to provide a peaceful and orderly procedure to resolve any disagreement concerning the interpretation of this Agreement that has not been resolved through the use of normal administrative procedures. Any tenured employee who believes that he/she has been subject to an unjust disciplinary action based on or arising out of the application of this Agreement may file a claim in accordance with the procedure herein set forth except where the Tenure Act applies.

6.2 Review Levels.

6.21 Informal Level. Prior to filing a written claim, the claimant shall meet with the Supervisor against whom such claim is to be asserted for the purpose of attempting to adjust such alleged claim without further proceedings. The request for the meeting must be made within ten (10) days from the time of the event or the time the claimant reasonably should have known of the event.

6.22 Principal's Level. If the claim is not satisfactorily resolved at the informal conference, the claimant shall have ten (10) days within which to file a written claim with the Building Principal, which claim shall include:

- A. An identification of the claimant(s);
- B. The facts upon which the claim is based;
- C. The applicable portion(s) of the Agreement allegedly violated;
- D. The specific relief requested;
- E. The date of the claim; and
- F. The signature of the claimant.

The principal shall file a reply, which shall be filed within ten (10) days from the receipt of the written claim.

6.23 Superintendent Level. If the reply is not satisfactory and a request is made within ten (10) days from the receipt of the reply, a formal conference shall be held within ten (10) days from their receipt of such request with the Superintendent or his/her designee. The purpose of the formal conference shall be to seek a positive and constructive disposition of the claim and to avoid the necessity for further proceedings. Any mutual agreement as to the disposition of the claim shall be in writing. If the parties are unable to reach agreement, the party against whom the claim is filed shall reply within twenty (20) days after the completion of the formal conference unless both parties shall request that the conference be adjourned and reconvened with a state mediator.

6.24 Arbitration. If the claim is not satisfactorily resolved at the formal conference or before a state mediator, the claim may be submitted to arbitration by the Association in accordance with the following provisions:

- A. The request for arbitration shall be made within thirty (30) days from the receipt of the formal conference reply or from the termination of the mediation conference, whichever shall first occur.
- B. The arbitrator shall be selected and the hearing conducted in accordance with the rules and regulations of the American Arbitration Association provided, however, that:
  1. The arbitrator shall not have the authority to vary the terms of the Agreement or to determine that any provision is unconstitutional or contrary to any federal or state law, it being expressly agreed that any such determination shall be made by a court of law.
  2. The arbitrator shall render his/her written decision within thirty (30) days from the conclusion of the hearing.
  3. The arbitrator's decision shall be binding upon the parties.

### 6.3 General Provisions.

#### 6.31 Definitions. As used in this Article the word:

- A. "Claimant" means the Association or employee filing the claim. If a claimant is an employee, the employee shall have the right to personally attend each conference or hearing and/or have an authorized representative present.
- B. "Event" means the act or omission that the claimant alleges violates one or more provisions of this Agreement.
- C. "Day" means a scheduled work day during the regular school year. During the summer recess, however, day means a calendar day exclusive of Saturdays, Sundays or holidays.

#### 6.32 Form of Action. All claims, replies and requests shall be in writing and shall be filed with each party.

#### 6.33 Exclusions. The claim procedure shall not apply to:

- A. The failure to re-employ a probationary employee on the expiration of the employee's individual contract of employment.
- B. The content of performance evaluation of the employee.
- C. Any claim in which proceedings are pending before any state or federal administrative tribunal, agency or court, it being the intention of the parties that a claimant shall have one (1) remedy only.
- D. Any provision of this Agreement that contains an express exclusion from this procedure.

- 6.34 Withdrawals and Denials. Any claim or request for advancement to the next claim level that is not made within the time prescribed, shall be deemed to have been withdrawn and shall automatically terminate any further proceedings. Any claim that is not answered within the time specified shall be deemed to have been denied and the claim shall automatically advance to the next claim level unless withdrawn.
- 6.35 Place of Proceedings. All proceedings shall be held in the School District unless the parties agree otherwise.
- 6.36 Costs. Any fee paid for the services of an arbitrator shall be shared equally by the parties, except as the arbitrator for cause shall otherwise decide. Each party shall be responsible for its own costs, including the cost of witnesses.
- 6.37 Contract Expiration. The provisions of this Article shall be automatically extended beyond the contract expiration date to the extent required to complete the processing of a claim filed prior to such expiration date.



## ARTICLE 7

### EVALUATION

The Board has delegated to the administrative staff the responsibility for evaluating the performance of employees on a continuing basis. The primary purpose of performance evaluation is to identify specific ways a professional employee may increase effectiveness in the classroom and as a member of the school community. The goal of performance evaluation is to strengthen and promote the effectiveness of the total educational program of the District. To achieve the purposes and attain the goals of performance evaluation, particularly with respect to classroom teaching, it is agreed that the evaluation of employees in the discharge of their professional assignments in the classroom shall conform to the following guidelines, namely:

#### 7.1 General Procedure.

- 7.11 All monitoring or observation of the classroom performance of the employee shall be conducted openly and with the full knowledge of the employee.
- 7.12 If an employee has been assigned involuntarily to teaching assignments outside the scope of such employee's certificate or major or minor field(s) of study, such fact shall be affirmatively shown on any formal evaluation.
- 7.13 A. In order for each employee to understand the basis on which his/her professional performance will be evaluated, a copy of the evaluation form to be used shall be furnished to the employee before the observation (see Appendix 1-A). The employee may, at his or her discretion, complete the optional self-evaluation for the evaluator (see Appendix 1-B). The evaluator shall provide verbal notice to the employee before conducting an observation. The first observation shall be preceded by a pre-observation conference.
- B. In completing the Teacher Evaluation (Appendix 1-A), these guidelines will be followed:
- 1) In the five marked sections, in giving a rating of *Exceeds Expectations* (E), the evaluator will provide a written explanation in the comment section and will indicate at least two statements as a *Specific Area of Excellence* (+).
  - 2) In the five marked sections, in giving a rating of *Improvement Needed* (I) or *Unsatisfactory* (U), the evaluator will provide a written explanation in the comment section and will indicate at least two statements as a *Specific Area to Improve* (-) for a rating of (I) and at least three statements for a rating of (U).
  - 3) Not all statements need a marking of (+), (-), or (NA). A statement left blank is defined as a satisfactory performance.
  - 4) In giving an Overall Rating of *Exceeds Expectations* (E), the evaluator will provide a written explanation in the comment section.
  - 5) In giving an Overall Rating of *Improvement Needed* (I) or *Unsatisfactory* (U), the evaluator will provide a written explanation in the comment section and confer with the employee to develop an Individual Development Plan (per section 7.14).

7.14 All classroom observations conducted for the purpose of preparing a written evaluation shall be completed within (4) weeks from the date of the first observation. The evaluator shall then prepare a written evaluation. Upon completion of the written evaluation, the evaluator and the employee shall confer for the purpose of reviewing the results of the written evaluation and, if applicable, an Individual Development Plan (IDP) (see Appendix 1-C). The conference shall be held within ten (10) work days of the last observation on which the evaluation is based. If the conference is not held within such a time period, the evaluator shall attach a written statement to the evaluation stating the reasons why the conference was not held, a copy of which shall be given to the employee. In any event, the conference shall be rescheduled at the mutual convenience of the evaluator and the employee but not later than twenty (20) work days from the date of the last observation. Upon completion of the conference, the employee shall sign the completed evaluation form. Upon receipt of the evaluation, the Administrator and employees shall confer to develop an Individual Development Plan as defined by the Tenure Act for all probationary employees and for all tenure employees whose performance is rated "Improvement Needed" or "Unsatisfactory."

7.15 Following the post-evaluation conference, an employee may file a written statement concerning the evaluation and/or the conference. If an employee does not agree with the evaluation and so indicated by checking the "disagree" box on the evaluation form, a written statement setting forth the grounds for such disagreement shall be filed.

Such statements shall be filed within ten (10) working days following the post-evaluation conference. A copy of the evaluation and, if applicable, the IDP and any written statement by the teacher pertaining to the evaluation or the conference, or both, shall be filed in the employee's personnel file

7.2 Probationary Employees.

7.21 The teaching effectiveness of each probationary employee shall be formally evaluated by direct classroom observation at least twice during the school year, the first of such evaluations to occur no later than ninety (90) days after the beginning of the school year or the employee's commencement of service, if such service begins before the end of the first semester. At least one additional evaluation shall be made no later than April 1, but at least sixty (60) calendar days after the first evaluation, except in the case of emergency. In the case of the employee who commences service at the beginning of the second semester, there shall be an evaluation including at least two (2) observations with a minimum of thirty (30) days between observing prior to the end of the school year.

7.22 The evaluator making a formal evaluation shall endeavor to be present in the classroom for a period of time sufficient to provide a reasonable basis for evaluating an employee's performance. One observation time period shall be at least thirty (30) minutes.

7.23 Any formal classroom evaluation of a probationary employee shall conform to the guidelines set forth in Sections 7.11 – 7.15 above.

7.3 Tenure Employees.

- 7.31 The teaching effectiveness of each tenure employee shall be formally evaluated by direct classroom observation at least once during each three-year period beginning with the school year after the year in which an employee is placed on continuing contract. The evaluation procedure shall be completed no later than May 1, except in the case of emergency.
- 7.32 The performance evaluation shall be based on at least two (2) classroom observations, one of which must be at least thirty (30) minutes in duration. The 30 minute observation will be during a mutually agreed upon time. The other observation will be during a time announced by the evaluator.
- 7.33 Any formal classroom evaluation of a tenure employee shall conform to the guidelines set forth in 7.11 – 7.15 above.
- 7.34 If, after completing at least two observations, a tenure employee's performance is rated "Improvement Needed" or "Unsatisfactory", then at the post-evaluation conference, the school district shall provide the employee with an Individualized Development Plan (IDP) developed by appropriate administrative personnel in consultation with the individual employee.

7.4 Mentors.

- 7.41 A Mentor 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.
- 7.42 Each employee in his/her first three (3) years in the classroom shall be assigned a Mentor by the Administration with the recommendation of the Association. The Mentor shall be available to provide professional support, instruction and guidance. The purpose of the mentor assignment is to provide a peer who offers assistance, resources and information in a non-threatening collegial fashion.
- 7.43 A Mentor shall be assigned in accordance with the following:
- A. Participation of bargaining unit members as a Mentor shall be voluntary.
  - B. Every effort will be made to match the employee with the Mentor who works in the same building/department.
  - C. Probationary teachers may be assigned one (1) or more Mentor Teachers. Where possible, at least one (1) shall be a member of the bargaining unit.
  - D. The Mentor selected from the staff shall be compensated at the rate of pay identified in Schedule B, per probationary teachers with no Mentor being assigned more than two (2) probationary teachers. Any Mentor sharing the responsibility of a probationary teacher may request time during the probationary teacher's planning time. This release time, if granted, shall be limited to no more than three (3) times per quarter.
  - E. Each Mentor shall receive a job description and training, which will be developed jointly by the Board and the Association.
- 7.44 The purpose of the Mentor/employee match is to acclimate the employee and to provide necessary assistance toward the end of quality instruction. Mentors shall not be required to provide evaluative information to an administrator regarding a probationary teacher.

## ARTICLE 8

### COMPENSATION

- 8.1 Professional Experience. The Board shall place new professional employees on such step as the Board shall determine as professionally indicated by reason of education, experience (including military service and vocational experience), and past professional performance.
- 8.2 Basic Compensation. The basic salary shall be as set forth on Schedule "A". An employee shall advance to the next step upon the completion of a satisfactory school year, except herein otherwise provided. Recognition on the salary schedule for academic or certification advancement shall be made at the beginning of the first semester following such advancement, subject to the following guidelines:
- 8.21 The employee shall, not later than sixty (60) calendar days after the beginning of the semester, submit proof of such advancement unless extenuating circumstances effectively prevent an employee from filing such proof within the specified time period.
- 8.22 If proof of advancement is not provided pursuant to 8.21, recognition on the salary schedule shall in any event take effect at the beginning of the semester following submission of such proof.
- 8.3 Compensation Adjustment.
- 8.31 Column Advancement Requirements:
- A. Credits used to qualify an employee for level "B" must be earned after completion of the BA or BS and the issuance of the provisional teaching certificate. These credits must be in a graduate program or be in fields related to the employee's assigned work.
  - B. To qualify for level "C" (MA Degree), an employee must submit a request with an official university transcript showing that the Masters Degree has been earned, or submit a request with an official transcript showing the credits completed and a letter from a university official on university letterhead stating that all requirements for a Masters Degree have been met, and by what date they were met.
  - C. Graduate credits taken to qualify for levels "D", "E", and "F" must be earned after earning the MA degree and be in fields related to the employee's major or minor. Prior approval must be secured from the Board of Education for courses that are not in the employee's field of concentration.
  - D. A non-degree employee holding a valid vocational teaching certificate shall be compensated at the rate of pay provided in Column A of Schedule "A". A degree employee holding a valid vocational teaching certificate shall receive in addition to any experience credit for teaching, an additional credit for actual work experience to the extent required for vocational certification.

An employee who, on or before September 1, 1981, earned sufficient hours to advance to Column "B" pursuant to the requirements set forth in the 1980 - 1981 Salary Schedule (BA + 15) shall be compensated in accordance with revised Column "B" (BA + 18).

8.32 Longevity Adjustments. Subject to the following guidelines, an employee shall not advance to the next step on the salary schedule or be granted an increase in basic compensation pursuant to this Agreement if, prior to providing professional services for which the increased compensation is due, the Board shall determine that the professional services of an employee are unsatisfactory.

The Superintendent shall give a written Notice of Unsatisfactory Service to an employee not less than sixty (60) days prior to the end of the school year, except for events that may have occurred subsequently, together with a definite written statement setting forth the reasons for such action, copies of which shall be furnished to the Board.

The employee shall be given an opportunity to:

- A. File a written reply to the written statement of unsatisfactory service with the Superintendent, a copy of which shall also be furnished to the Board;
- B. Request that a copy of the statement and the reply be filed with the Association; and
- C. Request an open or closed hearing before the Board, provided that such request is made in writing within ten (10) days following the receipt of the written notice.

Advancement to the next salary step or increase in basic compensation shall not be withheld except by prior Board action.

For purposes of this provision, the professional services of an employee shall be deemed to be unsatisfactory if the employee received two (2) consecutive unsatisfactory formal classroom evaluations, provided that the employee has been:

- A. Advised of corrective actions to be taken;
- B. Given a reasonable time period within which to take corrective action(s); and
- C. Involved in a systematic review of such corrective action(s).

8.4 Additional Compensation. An employee shall be entitled to receive additional compensation as follows:

8.41 Student Activities. Student activities described on Schedule "B" shall be compensated as therein provided. The Board may add or delete activities during the contract period. An activity not included on Schedule "B" shall receive such compensation as may be agreed upon by the Board and the Association.

8.42 Extended Contract Period. Except for the reasons set forth in Section 3.1, an employee required to work in excess of the contract period herein set forth shall be entitled to a proportionate increase in compensation.

8.43 Professional Assignments. The Board may provide additional compensation of professional assignments requiring additional professional responsibility, effort or skill. The amount of such compensation shall be determined by the Board and the additional compensation shall terminate upon the completion of the assignment.

- 8.44 Administrative Assignment. The Board may contract for the professional services of an employee for the performance of non-classroom professional assignments on such terms as the Board and employee may mutually agree. The additional compensation shall terminate upon the completion of the assignment. The employee shall not have tenure rights as to such assignment.
- 8.45 Certification by the National Board for Professional Teaching Standards. Tenured teachers who have achieved certification by the National Board for Professional Teaching Standards shall be paid \$1,000 per year in addition to their regular compensation for each year that they retain certification.
- 8.5 Fringe Benefits. The Board shall provide fringe benefits as set forth in Schedule "A-1".
- 8.6 Pay Periods. The basic compensation of an employee shall normally be paid in twenty-six (26) or twenty-seven (27) substantially equal installments, plus additional compensation, if any, provided, however, that an employee on or before August 1 may elect in writing to receive his/her basic compensation for the ensuing school year in twenty-one (21) substantially equal installments. No change in pay periods shall be permitted after the above date.
- 8.7 Reimbursed Expenses. An employee required to use his/her motor vehicle in the discharge of his/her duties shall be reimbursed in accordance with policies adopted by the Board.
- 8.8 General Provisions For Schedule B.
- 8.81 All positions listed in Schedule "B" may not necessarily be filled.
- 8.82 All positions listed in Schedule "B" shall first be offered to qualified members of the teaching faculty if they are to be filled. Qualified members shall be defined as those who meet a previously published job description. The description shall be included on the job posting. If no members of the teaching faculty wish to fill (or qualify for) any open additional duty assignment, the Board may offer such assignment to a non-bargaining unit member at a rate on the individual's qualification and experience, which rate shall be applied to Column A of Schedule "A".
- 8.83 Schedule "B" assignments that are open shall be posted in all buildings for a period of one (1) week (5 days).
- 8.84 Athletic Schedule B Pay  
The coaching salaries will be based on the B.A. column of the salary starting with Step 1 with increases at Step 4, Step 8, and Step 12. These steps correspond with the coach's years of coaching experience.
- Extra Curricular Schedule B Pay  
The extra curricular salaries will be based on the B.A. column of the salary schedule starting with Step 1 with increases at Step 2, Step 3, and Step 4. These steps correspond with the years of experience in a particular position/activity.  
Additional provisions as stated in Schedule B.
- 8.85 An employee shall not have tenure in any additional duty assignment, and assignments may be made or terminated for reasons satisfactory to the Board.

## ARTICLE 9

### LEAVES OF ABSENCE

Unnecessary tardiness or absence decreases teaching effectiveness, lowers the quality of the educational program and increases scheduling difficulties and costs. Unexcused absence or tardiness shall constitute grounds for discipline, or, if repeated, discharge.

9.1 Sick Leave. Each employee shall be credited at the beginning of the school year with ten (10) days sick leave with pay. Sick leave shall be administered in accordance with the following guidelines, namely:

A. Sick leave may be used for:

1. Any physical or mental condition that disables an employee from rendering professional services, excluding any condition compensable by Worker's Compensation or resulting from other employment.
2. Any communicable disease that would be hazardous to the health of students or other employees.
3. Serious illness in the employee's immediate family. This leave shall not normally exceed five (5) days per illness except that the Superintendent, or his/her designee, in his/her discretion and for good cause shown, may grant the use of additional days for such purpose.
4. In the case of death of a member of the employee's immediate family, the use of such leave shall normally not exceed ten (10) days per occurrence.  
  
The term "immediate family" shall mean the employee's spouse; the grandparents, parents, siblings and children of the employee and the employee's spouse; and any other person who is a regular member of the employee's household.
5. Physical examinations or required medical treatment, exclusive of non-emergency surgery, which cannot reasonably be scheduled outside of the regular work day.
6. Non-emergency surgery, including the resultant disability period, which cannot reasonably be scheduled outside of the regular work day or while school is not in session.

B. Sick leave may accumulate without limits. It shall not be paid in addition to Worker's Compensation benefits. The amount of unused leave shall be certified at least each twelve (12) months.

C. Verification by competent medical authority may be required.

D. Upon an employee's retirement, unused sick days shall be purchased at the rate of \$50.00 for all days up to a maximum of 200 days provided that the teacher has at least 50 sick days accumulated at the time of retirement. To be eligible for this payment, an employee must have at least 10 years of service to the Plainwell Community Schools and must satisfy the requirements to obtain benefits under the provisions of the Michigan Public School Employee Retirement System (MPERS). To be eligible, the employee must submit retirement by March 1 each year. The employer shall not publicly announce the retirement of said employee until May 1<sup>st</sup>.

- E. If an employee shall not complete the contract period, the Board shall be reimbursed for any days, or fractions of days, used in excess of the proportionate leave days earned as of the termination date. It is understood and agreed that sick days are earned at the rate of one (1) day per month beginning with the first day of September and thereafter on the first day of each month of the school year.
- F. Leave shall be allocated in one-half (½) day increments unless the Board shall otherwise agree, shall be charged against duty days and shall cease to accumulate and shall not be used by an employee during such periods as the employee is on a leave of absence, laid off, or otherwise not regularly providing services to the District.
- G. Sick Leave Bank - A teacher has the option of transferring no more than one (1) day per year of his/her accumulated personal leave to a designated fellow employee who has exhausted his/her sick leave due to a period of prolonged illness or disability. The donor involved shall send written notification to the Superintendent at the time of transfer.

9.2 Personal Leave. An employee shall be allowed two (2) days with pay for personal leave days in accordance with the following guidelines, namely:

- A. A request for personal leave shall be made at the earliest practicable time but in no event on less than twenty-four (24) hours prior written notice except in the case of an emergency. Employees shall be notified of either approval or denial as soon as practicable but in no event later than 12:00 o'clock noon on the day preceding the requested leave period, provided, however, that if no notification is given to the employee, leave shall automatically be granted.
- B. No specific description of the intended use of the leave shall be required on the request form except for a leave requested for an emergency. Personal leave days may accumulate to a maximum of five (5); however, any personal leave day(s) beyond the five (5) not used by an employee during a given contract year shall be added to such employee's accumulated sick leave.
- C. The Board shall not be required to grant leave on any one day to more than a maximum of ten percent (10%) of a building staff on any given day. If leaves are to be denied because more than 10% of the building staff requested leave on the same day, these denials shall be in inverse order of receipt.
- D. A request for leave may be denied if:
  - 1. The employee has failed to make adequate provision for the discharge of his/her professional responsibilities during his/her absence.
  - 2. The Board is reasonably unable to obtain an adequate substitute for the employee.
  - 3. The number of employees applying is in excess of the number provided.

If a leave is denied, the reasons for the denial shall be given to the employee in writing with copies thereof to be sent to the Superintendent and to the President of the Association.



9.3 Court Leave. An employee shall be entitled to leave for jury service and for court appearances when subpoenaed as a witness in connection with the employee's employment. The employee shall be entitled to receive regular compensation, without deduction of leave days, less any fees paid. The employee shall return to his/her duties whenever his/her attendance in court is not actually required.

9.4 Disability Leaves. An employee who is or will be physically or mentally disabled for more than ten (10) days shall be granted a leave of absence in accordance with the following guidelines:

9.41 Foreseeable Disability. If the employee knows, or reasonably should know, that he/she has a physical or mental condition, which will result in disability the employee shall:

- A. Notify the Board as to the nature and extent of the expected disability in accordance with Section 9.71.
- B. Furnish the Board a statement from the attending physical specifying in the physician's opinion:
  - 1. Any limitations on the performance of duties;
  - 2. The probable date when the employee will be significantly impaired in the performance of his/her duties; and
  - 3. The probable length of time, if any, during which the employee will be disabled from performing his/her work assignments.
- C. Furnish the Board such other information as the Board shall determine, including the attending physician's release, to assure the safety and welfare of the employee, students and other employees.

9.42 Unforeseeable Disability. If an employee is disabled by unforeseen circumstances, and the employee desires to be granted a disability leave, the employee shall, as soon as practicable, furnish the Board the information, to the extent applicable, required for a foreseeable disability.

9.43 Duration of Leave. An employee shall be granted a leave of absence for the period of disability except that the Board shall not be required to grant a leave for more than one (1) year. It is understood and agreed that an employee shall normally return to work upon the termination of his/her disability unless other leave provisions in Section 8.5 of this Article are approved.

9.44 Compensation Benefits. An employee who has been granted a disability leave shall have the right to use accumulated sick leave in accordance with the provisions set forth in Section 9.1 above, provided, however, that if the employee is eligible to receive disability insurance benefits pursuant to an employer-paid insurance plan, then fractional sick leave days may be deducted to the extent necessary to equal the employee's daily rate of compensation.

9.5 Other Leaves. The Board may grant a leave of absence without pay upon the request of an employee. This discretionary leave shall be granted for no less than one (1) semester and no longer than the school year.

The length of the leave shall include any period of a paid leave that occurs prior to the unpaid leave, *i.e.* A six (6) week sick leave in addition to a twelve (12) week unpaid leave to equal one (1) semester.

The employee shall notify the Board by November 1 for leave ending the first semester and April 1 for semester leaves at the end of the school year, if the employee intends to return from such leave. If the Board does not receive notice of the employee's intent to return within dates set forth in the previous sentence, the employee shall be terminated.

9.6 Family Leave. The provisions of this Article 8 are understood to be subject to the terms of the Family Medical Leave Act of 1993 in accordance with the procedures adopted by the Board consistent with the Act.

9.7 Leave Administration.

9.71 Notice. An employee shall give the Board notice of his/her desire to be granted a leave as soon as the employee is aware of his/her need to be granted a leave so that the Board will have the maximum time to provide for the employee's absence. The minimum notice time in any event for personal leave, court leave, a foreseeable disability leave, or other leaves shall be at least seven (7) work days prior to the requested leave date unless the request required Board action in which case the request shall be made at least seven (7) calendar days prior to the meeting at which the Board is to consider the request, except that a shorter notice may be permitted in an emergency. The Board representative shall notify the employee of his/her determination within three (3) work days following receipt of the leave request unless the request requires Board action.

9.72 Verification. The employee shall have the responsibility of verifying his/her eligibility for leave and any benefits due. If the Board determines that an employee knowingly withheld or misrepresented material information concerning the purpose or the employee's eligibility for leave or for any benefits, the employee may be disciplined, in addition to any other discipline, by the loss of all or any portion of the employee's leave benefits due or to be due under this Agreement.

9.73 Reinstatement Rights. On the termination of a leave, the employee shall be placed in the position that he/she held prior to such leave or in a similar position in accordance with the provisions of Section 3.4, subject to the rights of other employees pursuant to Article 9 of this Agreement.

9.74 For the exclusive purpose of layoff/recall and assignment, seniority will be prorated for all unpaid leave of absences, except those that occur during an employee's Family Medical Leave Act.

**ARTICLE 10**  
**LAYOFF AND RECALL**

10.1 Determination. If the Board determines that it is necessary to decrease the number of employees or otherwise reduce the number of employees in a given subject area, field or program, or eliminate or consolidate positions, the Board shall notify the Association in writing of its intention to do so and the reasons therefore.

10.2 Layoff Procedure. Layoffs shall conform to the following guidelines:

A. Employees shall be laid off in the order of seniority starting with the least senior employee, provided that:

1. The remaining employees are eligible employees as defined hereafter.

2. The Board may offer an employee part-time employment in lieu of layoff, provided that if such offer of employment is refused, the employee shall retain his/her position on the recall list subject to the rights of other employees pursuant to this Article.

B. The Board shall give not less than twenty (20) calendar days notice of layoff if such layoff is scheduled to take effect during a school year or not later than July 1 if such layoff is to take effect at the opening of a new school year, except in the case of unforeseen circumstances.

C. Any layoff shall suspend, for the duration of the layoff, the Board's obligation to pay salary or fringe benefits under any individual contract of employment or under this Agreement; however, an employee shall be eligible to receive any benefits that were earned but not yet paid prior to the layoff.

10.3 Recall Procedure. Recalls shall be subject to the following conditions:

A. Employees shall be recalled in the order of seniority starting with the most senior eligible employee on layoff.

B. If no recall date is set forth in the notice of layoff, the Board shall give written notice of recall from layoff by sending a certified letter to the employee at the employee's last known address as it appears on Board records, which address shall be conclusive for purposes of this Article. It shall be the responsibility of each employee to notify the Board of any change in address.

C. Except as hereinafter provided, an employee who fails to report to work at the specified time, which time shall not be less than ten (10) calendar days from the date of the mailing of the recall notice if no time was specified in the notice of layoff, unless an extension is granted in writing by the Board, shall be considered a voluntary quit and shall thereby terminate his/her individual employment contract and any other employment relationship with the Board. An extension shall be granted provided that:

1. Prior to the issuance of a recall notice, the employee has executed a written contract of employment for a teaching position in another school district; and

2. The employee has, within the ten (10) day reporting period, requesting in writing an extension and also indicated his/her intention to accept the position to which recalled upon the termination of the contract in the other school district.

D. The obligation of the Board to rehire a tenured employee shall terminate thirty-six (36) months following the effective date of layoff.

10.4 Seniority. The Board shall maintain an up-to-date seniority list, a copy of which shall be furnished to the Association at least once each contract year on or before December 1. The seniority list shall be conclusively deemed to be correct unless the Association notifies the Board of any error within thirty (30) days after notification. Except as hereinafter provided in 10.5D, the names of all employees in the bargaining unit at the time of the preparation of the seniority list shall be listed in order of their service dates, starting with the employee with the greatest amount of seniority at the top of the list. If two (2) or more employees have the same service date, their social security numbers shall be used in determining their respective positions on the seniority list, with the employee having the lowest number being assigned first to the seniority list.

10.5 Interpretation. For the purpose of this Article:

A. An "eligible employee" means an employee who the Board determines is certified and complies with the recommendations of North Central Accreditation for teacher qualifications where applicable, to perform the duties of the position to be filled.

B. "Service Date" means the date when the employee first provided professional services for the Board since any break in service. Termination of service as an employee shall constitute a break in service, except that an employee employed by the Board in a non-bargaining unit position shall neither accrue nor lose seniority during the period of such employment.

If a long term substitute (i.e. at least 60 consecutive days in the same position) is permanently hired into the position which he/she held as a long term substitute in the subsequent school year, the teacher's seniority date shall begin from the first day of work as a long term substitute.

C. An employee on layoff or on a leave of absence shall neither accrue nor lose seniority.

D. Part-time employees under contract shall accrue seniority as follows:

1. Less than one-half ( $\frac{1}{2}$ ) time: one-half ( $\frac{1}{2}$ ) for each one (1) year of such employment.

2. One-half ( $\frac{1}{2}$ ) time or more: one (1) year for each of such employment.

E. The procedures set forth in this Article shall not apply to any reduction in the teaching staff by virtue of the failure to re-employ a probationary employee at the end of his/her individual contract of employment, the involuntary termination of the employee for unsatisfactory service or breach of contract, or the voluntary termination of an employee.

F. Employees on layoff will be given priority on the substitute list.

## ARTICLE 11

### NEGOTIATIONS

11.1 Rules.

Negotiations shall be conducted in accordance with such rules and procedures as the parties may from time to time agree upon, except that all proceedings shall be closed to the public.

11.2 Negotiators. Neither party shall have any control over the selection of the negotiating representatives of the other party and each party may select its representatives from within or outside the School District; however, the parties mutually agree that their representatives will be clothed with all necessary power and authority to make and consider proposals. No agreement between the negotiators shall be effective until the same shall be approved by the parties.

11.3 Renegotiation. The parties agree to commence the negotiation of a new agreement upon written request made not more than ninety (90) calendar days prior to the expiration of this Agreement, except by mutual agreement of the parties.

## ARTICLE 12

### MISCELLANEOUS PROVISIONS

#### 12.1 Curriculum Council.

12.11 Purpose and Objectives. It is the objective of the parties to achieve a quality educational program and the parties recognize the need:

- A. To establish a representative K-12 coordinating group of employees and administrators.
- B. To determine curriculum study needs.
- C. To evaluate current curriculum practices.
- D. To set priorities for study.
- E. To appoint study committees.
- F. To provide the Board of Education recommendations for curriculum change.

12.12 Council Composition. There is hereby established an advisory committee to be known as the "Curriculum Council." Membership on the Council shall be as set forth from time to time in a policy adopted by the Board of Education provided that such membership shall provide for overlapping terms and shall include representatives from the elementary, middle and high school facilities. Participation on the Council shall be voluntary.

12.13 Rules and Procedures. The Council shall establish its own rules and procedures.

#### 12.2 Complaints and Employee Discipline.

12.21 Complaints. Any complaint made against an employee by a parent, student or other person that will be used in any evaluation, disciplinary action or added to the employee's personnel file, shall be promptly called to the attention of the employee provided, however, that the employee shall be given notice in writing of any derogatory item(s) placed in the employee's file and an opportunity to file a response thereto within ten (10) school days of receipt of the written notice, which response shall be attached to the original material.

12.22 Disciplinary Action. Any disciplinary action against an employee shall be taken in accordance with the following guidelines, namely:

- A. The employee shall be advised as to the specific violation for which disciplinary action is to be taken.
- B. The Board shall affirmatively advise an employee that the employee has the right to have a representative of the Association present at a formal conference at which the employee is to be disciplined, provided that the conference need not be delayed for an unreasonable time until such representative can be present. In no event shall the Board be restricted from taking such protective action as the Board may determine necessary to protect the rights of students and others pending the holding of the formal conference.

- C. If the violation concerns the professional services of the employee, the employee shall be advised as to the corrective action to be taken and be given a reasonable time within which to take such corrective action, unless the nature of the misconduct would materially prejudice the rights of students or create an unreasonable safety hazard.
- D. Discipline shall include, but not confined to, an oral or written reprimand, the forfeiture of compensation or benefits, suspension, demotion or discharge. Except as the seriousness of an offense shall otherwise require, discipline shall be progressively applied.
- E. No disciplinary action shall be taken against an employee except for reasonable and just cause.

12.3 Scope.

This Agreement shall constitute the full and complete agreement between the parties and may not be modified without the mutual consent of the parties in a written agreement.

12.4 Distribution.

The Board shall pay for the cost of furnishing a copy of this Agreement to each employee who is employed in the bargaining unit during the term of this Agreement.

12.5 Term.

This Agreement shall commence as of July 1, 2005, and shall continue in full force and effect until June 30, 2007.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of 20 February, 2006.

PLAINWELL EDUCATION ASSOCIATION  
ALLEGAN, BARRY AND KALAMAZOO  
COUNTIES, MICHIGAN

PLAINWELL COMMUNITY SCHOOLS  
BOARD OF EDUCATION

By: *Barbara M. Kohn*  
Its: \_\_\_\_\_

By: *G. Philip Roberts*  
Its: President

By: \_\_\_\_\_  
Its: \_\_\_\_\_

By: \_\_\_\_\_  
Its: \_\_\_\_\_

PLAINWELL COMMUNITY SCHOOLS  
SCHEDULE "A"

Section 2. BASIC COMPENSATION SCHEDULE: 2005-2006

Step	BA	BA + 18	MA	MA + 10	MA + 20	MA + 30
1	31581	32953	34328	34742	35152	35563
2	33159	34602	36045	36478	36914	37339
3	34738	36250	37759	38215	38666	39117
4	36317	37895	39478	39953	40421	40896
5	37895	39545	41193	41690	42180	42676
6	39475	41193	42911	43426	43937	44454
7	41052	42842	44625	45162	45696	46233
8	42633	44486	46343	46899	47455	48011
9	44211	46135	48058	48637	49211	49789
10	45790	47783	49776	50374	50971	51568
11	47370	49429	51491	52111	52726	53344
12	48949	51077	53208	53847	54481	55122
13	50630	52756	54895	55477	56163	57118

THE SCALE BELOW INCLUDES THE LONGEVITY CALCULATION:

14-16	54104	56230	58368	58951	59637	60591
17-19	54736	56862	59001	59583	60269	61224
20-24	55999	58125	60263	60846	61532	62486
25+	56946	59072	61211	61793	62479	63434

Longevity Adjustment. Teachers who have reached Step 13 on the Basic Compensation Schedule and attained the applicable step level, as set forth hereafter shall receive, in addition to Step 13 compensation, an annual longevity adjustment in accordance with the following schedule.

<u>Step Level</u>	<u>Longevity Adjustment</u>
14-16 years	11% of the new base (\$3,474)
17-19 years	13% of the new base (\$4,106)
20-24 years	17% of the new base (\$5,369)
25+ years	20% of the new base (\$6,316)

Example: A teacher with 10 years of experience in another district is hired by Plainwell Community Schools and is given credit for 5 of the 10 years. The teacher is placed on Step 5 of the Basic Compensation Schedule. In 8 years, the teacher will have reached Step 13. In the 9<sup>th</sup> year of employment, the teacher shall receive Step 13 and the longevity adjustment for 14 years. The following year the teacher will receive Step 13 and the longevity adjustment for 15 years. This will continue until reaching the top of the longevity adjustments.



## SCHEDULE "A-1"

### FRINGE BENEFITS

#### Section 1. Hospital and Medical Insurance. 2005-2006

Subject to the conditions set forth in this Schedule, each employee shall have the right to select either Plan "A" or "B", and all employees shall receive Plan "C" benefits.

PLAN A: The Board agrees to contribute the insurance premiums for MESSA Super-Care I Revised Insurance with \$5/\$10 prescription co-pay and \$50/\$100 deductible or MESSA Choices II. Employees choosing MESSA Super-Care I Revised shall pay 7% of the total premium cost for such coverage and employees choosing MESSA Choices II shall pay 2% of the total premium. Employee's contributions may be made through payroll deductions under a § 125 plan.

PLAN B: The Board will contribute to each employee not electing Plan "A"\* \$400 per month.

\*If an employee and said employee's spouse are both members of the bargaining unit, one may elect Plan A or the other Plan B, but both may not elect Plan A.

PLAN C: Other Insurance. The Board agrees to provide other insurance as follows:

1. Dental Insurance. The Board agrees to pay the full cost of the self-funded dental insurance program administered by MEBS, including:

Class I Benefits: 100% of preventive, diagnostic (except x-rays), emergency palliative;  
all other Class I Benefits at 70%

Class II Benefits: 70%

2. Vision Insurance. The Board agrees to pay the full cost of the self-funded vision insurance program administered by MEBS.

#### Section 2. Basic Flex.

The Board shall establish an IRS Section 125 Plan (Basic Flex) for all employees eligible under the law.

**SCHEDULE B – 2005-2006  
ADDITIONAL DUTIES**

PLAINWELL COMMUNITY SCHOOLS  
SCHEDULE B  
**2005-2006**

NUMBER	INDEX	STEP 1	STEP 4	STEP 8	STEP 12
		31,581	36,317	42,633	48,949

**LEVEL A**

HEAD COACHES

FOOTBALL	1	13.0%	4,106	4,721	5,542	6,363
BOYS BASKETBALL	1	13.0%	4,106	4,721	5,542	6,363
GIRLS BASKETBALL	1	13.0%	4,106	4,721	5,542	6,363
VOLLEYBALL	1	13.0%	4,106	4,721	5,542	6,363
WRESTLING	1	13.0%	4,106	4,721	5,542	6,363
GIRLS TRACK	1	13.0%	4,106	4,721	5,542	6,363
BOYS TRACK	1	13.0%	4,106	4,721	5,542	6,363
BOYS SWIMMING	1	13.0%	4,106	4,721	5,542	6,363
GIRLS SWIMMING	1	13.0%	4,106	4,721	5,542	6,363

ASSISTANT COACHES

FOOTBALL	6	9.0%	2,842	3,269	3,837	4,405
BOYS BASKETBALL	2	9.0%	2,842	3,269	3,837	4,405
GIRLS BASKETBALL	2	9.0%	2,842	3,269	3,837	4,405
VOLLEYBALL	2	9.0%	2,842	3,269	3,837	4,405
WRESTLING	2	9.0%	2,842	3,269	3,837	4,405
GIRLS TRACK	1	9.0%	2,842	3,269	3,837	4,405
BOYS TRACK	1	9.0%	2,842	3,269	3,837	4,405
BOYS SWIMMING	1	9.0%	2,842	3,269	3,837	4,405
GIRLS SWIMMING	1	9.0%	2,842	3,269	3,837	4,405

**LEVEL B**

HEAD COACHES

BASEBALL	1	11.0%	3,474	3,995	4,690	5,384
SOFTBALL	1	11.0%	3,474	3,995	4,690	5,384
GIRLS TENNIS	1	11.0%	3,474	3,995	4,690	5,384

Step 1 Step 2 Step 3 Step 4

BOYS TENNIS	1	11.0%	3,474	3,995	4,690	5,384
GIRLS CROSS COUNTRY	1	11.0%	3,474	3,995	4,690	5,384
BOYS CROSS COUNTRY	1	11.0%	3,474	3,995	4,690	5,384
BOYS GOLF	1	11.0%	3,474	3,995	4,690	5,384
GIRLS GOLF	1	11.0%	3,474	3,995	4,690	5,384
CHEERLEADING - FALL	1	7.0%	2,211	2,542	2,984	3,426
CHEERLEADING - WINTER/SIDELINE	1	11.0%	3,474	3,995	4,690	5,384
BOYS SOCCER	1	11.0%	3,474	3,995	4,690	5,384
GIRLS SOCCER	1	11.0%	3,474	3,995	4,690	5,384

ASSISTANT COACHES

BASEBALL	1	7.0%	2,211	2,542	2,984	3,426
SOFTBALL		7.0%	2,211	2,542	2,984	3,426
GIRLS TENNIS	1	7.0%	2,211	2,542	2,984	3,426
BOYS TENNIS	1	7.0%	2,211	2,542	2,984	3,426
GIRLS CROSS COUNTRY	0	7.0%	2,211	2,542	2,984	3,426
BOYS CROSS COUNTRY	0	7.0%	2,211	2,542	2,984	3,426
BOYS GOLF	0	7.0%	2,211	2,542	2,984	3,426
GIRLS GOLF	0	7.0%	2,211	2,542	2,984	3,426
CHEERLEADING - FALL	2	6.0%	1,895	2,179	2,558	2,937
CHEERLEADING - WINTER/SIDELINE	2	7.0%	2,211	2,542	2,984	3,426
BOYS SOCCER	1	7.0%	2,211	2,542	2,984	3,426
GIRLS SOCCER	1	7.0%	2,211	2,542	2,984	3,426

ACTIVITY

INDEX      STEP 1      STEP 2      STEP 3      STEP 4  
 31,581      33,159      34,738      36,317

SCHOOL PAPER	1	4.0%	1,263	1,326	1,390	1,453
SCHOOL ANNUAL	1	7.0%	2,211	2,321	2,432	2,542
ALL-SCHOOL PLAY	1	5.0%	1,579	1,658	1,737	1,816
MUSICAL-DIRECTOR/ALL-SCHOOL MUSICAL PLAY	1	5.0%	1,579	1,658	1,737	1,816
BAND - HIGH SCHOOL	1	8.0%	2,526	2,653	2,779	2,905
BAND - MIDDLE SCHOOL	1	4.0%	1,263	1,326	1,390	1,453
DEBATE	1	4.5%	1,421	1,492	1,563	1,634
FORENSICS	1	4.5%	1,421	1,492	1,563	1,634
VOCAL MUSIC	1	5.0%	1,579	1,658	1,737	1,816
HEAD CLASS SPONSOR - GRADE 9	1	2.5%	790	829	868	908
HEAD CLASS SPONSOR - GRADE 10	1	2.5%	790	829	868	908
HEAD CLASS SPONSOR - GRADE 11	1	3.5%	1,105	1,161	1,216	1,271
HEAD CLASS SPONSOR - GRADE 12	1	3.5%	1,105	1,161	1,216	1,271
HIGH SCHOOL STUDENT COUNCIL	1	2.0%	632	663	695	726
N.C.A. BUILDING CHAIR		2.0%	632	663	695	726
N.C.A. GOAL CHAIR		1.0%	316	332	347	363
HIGH SCHOOL DEPARTMENT CHAIRS		1.5%	474	497	521	545
HIGH SCHOOL NATIONAL HONOR SOCIETY	1	1.0%	316	332	347	363
MIDDLE SCHOOL STUDENT COUNCIL	1	1.5%	474	497	521	545
MIDDLE SCHOOL DEPARTMENT CHAIRS		1.5%	474	497	521	545

MIDDLE SCHOOL INTRAMURALS		\$ 9.00	\$ 9.00	\$ 9.00	\$ 9.00	\$ 9.00
MENTOR		1.0%	316	332	347	363
CURRICULUM COUNCIL COMMITTEE CHAIRPERSON	1	1.0%	316	332	347	363
CURRICULUM COUNCIL CHAIR - YEAR OF REVIEW		2.0%	632	663	695	726
CURRICULUM COUNCIL CHAIR - OTHER YEARS		1.0%	316	332	347	363

BUILDING SCH IMPR TEAMS/BUILDING COUNCILS

HIGH SCHOOL	ALL	3.62%	1,003	N/A	N/A	N/A
MIDDLE SCHOOL	ALL	3.00%	831	N/A	N/A	N/A
STARR ELEMENTARY	ALL	2.50%	693	N/A	N/A	N/A
GILKEY ELEMENTARY	ALL	1.70%	471	N/A	N/A	N/A
COOPER ELEMENTARY	ALL	1.35%	374	N/A	N/A	N/A

OTHER ADDED POSITIONS

ELEMENTARY STUDENT COUNCIL	3	1.0%	316	332	347	363
STUDENT TEACHER SUPERVISORS	EST 4	0.5%	158	166	174	182
K-12 ART POSITIONS	5	1.0%	316	332	347	363
MIDDLE SCHOOL VOCAL MUSIC	1	2.0%	632	663	695	726
ELEMENTARY MUSIC	3	1.5%	474	497	521	545
GILKEY ENVIRONMENTAL CLUS	1	1.0%	316	332	347	363
HIGH SCHOOL SCHOOL STORE	1	7.0%	2,211	2,321	2,432	2,542

PLAINWELL COMMUNITY SCHOOLS  
SCHEDULE "A"

Section 2.

BASIC COMPENSATION SCHEDULE: 2006-2007

2006-2007 PEA SCALE

Step	BA	BA + 18	MA	MA + 10	MA + 20	MA + 30
1	32213	33612	35014	35437	35855	36274
2	33823	35294	36766	37208	37653	38085
3	35433	36975	38514	38980	39439	39900
4	37043	38653	40267	40752	41230	41714
5	38653	40335	42017	42524	43023	43529
6	40264	42017	43769	44294	44816	45343
7	41874	43699	45517	46065	46610	47157
8	43486	45376	47270	47837	48404	48972
9	45095	47057	49019	49609	50195	50785
10	46706	48739	50771	51381	51990	52599
11	48317	50418	52521	53153	53781	54411
12	49928	52098	54272	54924	55571	56224
13	51643	53811	55992	56587	57286	58260

THE SCALE BELOW INCLUDES THE LONGEVITY CALCULATION:

14-16	55186	57354	59535	60130	60829	61803
17-19	55831	57999	60180	60775	61474	62448
20-24	57119	59287	61468	62063	62762	63736
25+	58086	60254	62435	63030	63729	64703

LONGEVITY CALCULATION:

14-16	11%	3543
17-19	13%	4188
20-24	17%	5476
25 +	20%	6443

0.5% additional salary increase on 2005-2006 base if fall pupil FTE is 2,950 or greater. Paid retroactive in first pay after fall pupil count is validated by Intermediate School District.

Longevity Adjustment. Teachers who have reached Step 13 on the Basic Compensation Schedule and attained the applicable step level, as set forth hereafter shall receive, in addition to Step 13 compensation, an annual longevity adjustment in accordance with the following schedule.

Example: A teacher with 10 years of experience in another district is hired by Plainwell Community Schools and is given credit for 5 of the 10 years. The teacher is placed on Step 5 of the Basic Compensation Schedule. In 8 years, the teacher will have reached Step 13. In the 9<sup>th</sup> year of employment, the teacher shall receive Step 13 and the longevity adjustment for 14 years. The following year the teacher will receive Step 13 and the longevity adjustment for 15 years. This will continue until reaching the top of the longevity adjustments.

SCHEDULE "A-1"

FRINGE BENEFITS

**Section 1. Hospital and Medical Insurance – 2006-2007.**

Subject to the conditions set forth in this Schedule, each employee shall have the right to select either Plan "A" or "B", and all employees shall receive Plan "C" benefits.

PLAN A: The Board agrees to contribute the insurance premiums for MESSA Super-Care I Revised Insurance with \$5/\$10 prescription co-pay and \$50/\$100 deductible or MESSA Choices II. Employees choosing MESSA Super-Care I Revised shall pay 10% of the total premium cost for such coverage and employees choosing MESSA Choices II shall pay 2% of the total premium. Employee's contributions may be made through payroll deductions under a § 125 plan.

PLAN B: The Board will contribute to each employee not electing Plan "A"\* \$400 per month effective January 1, 2005.

\*If an employee and said employee's spouse are both members of the bargaining unit, one may elect Plan A or the other Plan B, but both may not elect Plan A.

PLAN C: Other Insurance. The Board agrees to provide other insurance as follows:

1. Dental Insurance. The Board agrees to pay the full cost of the self-funded dental insurance program administered by MEBS, including:

Class I Benefits: 100% of preventive, diagnostic (except x-rays), emergency palliative; all other Class I Benefits at 70%

Class II Benefits: 70%

2. Vision Insurance. The Board agrees to pay the full cost of the self-funded vision insurance program administered by MEBS.

**Section 2. Basic Flex.**

The Board shall establish an IRS Section 125 Plan (Basic Flex) for all employees eligible under the law.

Duration of Coverage.

- A. The Board and employee shall make contributions of insurance premiums on behalf of each employee to provide insurance coverage for a full twelve (12) month period commencing with the first work day of each school year, provided that each such employee completes the full work year.
- B. An employee who does not complete the full work year shall receive insurance benefits through the end of the month in which services were last provided.
- C. An employee employed for ninety (90) work days or more but less than a full work year who resigns or is terminated at the close of the school year shall receive insurance benefits through the end of the month in which services were last provided.

**SCHEDULE B – 2006-2007  
ADDITIONAL DUTIES**

**PLAINWELL COMMUNITY SCHOOLS  
SCHEDULE B  
2006-2007**

NUMBER	INDEX	STEP 1	STEP 4	STEP 8	STEP 12
		32,213	37,043	43,486	49,928

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<b>LEVEL A</b>
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HEAD COACHES

FOOTBALL	1	13.0%	4,188	4,816	5,653	6,491
BOYS BASKETBALL	1	13.0%	4,188	4,816	5,653	6,491
GIRLS BASKETBALL	1	13.0%	4,188	4,816	5,653	6,491
VOLLEYBALL	1	13.0%	4,188	4,816	5,653	6,491
WRESTLING	1	13.0%	4,188	4,816	5,653	6,491
GIRLS TRACK	1	13.0%	4,188	4,816	5,653	6,491
BOYS TRACK	1	13.0%	4,188	4,816	5,653	6,491
BOYS SWIMMING	1	13.0%	4,188	4,816	5,653	6,491
GIRLS SWIMMING	1	13.0%	4,188	4,816	5,653	6,491

ASSISTANT COACHES

FOOTBALL	6	9.0%	2,899	3,334	3,914	4,494
BOYS BASKETBALL	2	9.0%	2,899	3,334	3,914	4,494
GIRLS BASKETBALL	2	9.0%	2,899	3,334	3,914	4,494
VOLLEYBALL	2	9.0%	2,899	3,334	3,914	4,494
WRESTLING	2	9.0%	2,899	3,334	3,914	4,494
GIRLS TRACK	1	9.0%	2,899	3,334	3,914	4,494
BOYS TRACK	1	9.0%	2,899	3,334	3,914	4,494
BOYS SWIMMING	1	9.0%	2,899	3,334	3,914	4,494
GIRLS SWIMMING	1	9.0%	2,899	3,334	3,914	4,494

<b>LEVEL B</b>
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HEAD COACHES

BASEBALL	1	11.0%	3,543	4,075	4,783	5,492
SOFTBALL	1	11.0%	3,543	4,075	4,783	5,492
GIRLS TENNIS	1	11.0%	3,543	4,075	4,783	5,492
BOYS TENNIS	1	11.0%	3,543	4,075	4,783	5,492
GIRLS CROSS COUNTRY	1	11.0%	3,543	4,075	4,783	5,492
BOYS CROSS COUNTRY	1	11.0%	3,543	4,075	4,783	5,492
BOYS GOLF	1	11.0%	3,543	4,075	4,783	5,492
GIRLS GOLF	1	11.0%	3,543	4,075	4,783	5,492
CHEERLEADING - FALL	1	7.0%	2,255	2,593	3,044	3,495
CHEERLEADING - WINTER/SIDELINE	1	11.0%	3,543	4,075	4,783	5,492
BOYS SOCCER	1	11.0%	3,543	4,075	4,783	5,492
GIRLS SOCCER	1	11.0%	3,543	4,075	4,783	5,492



ASSISTANT COACHES

BASEBALL	1	7.0%	2,255	2,593	3,044	3,495
SOFTBALL		7.0%	2,255	2,593	3,044	3,495
GIRLS TENNIS	1	7.0%	2,255	2,593	3,044	3,495
BOYS TENNIS	1	7.0%	2,255	2,593	3,044	3,495
GIRLS CROSS COUNTRY	0	7.0%	2,255	2,593	3,044	3,495
BOYS CROSS COUNTRY	0	7.0%	2,255	2,593	3,044	3,495
BOYS GOLF	0	7.0%	2,255	2,593	3,044	3,495
GIRLS GOLF	0	7.0%	2,255	2,593	3,044	3,495
CHEERLEADING - FALL	2	6.0%	1,933	2,223	2,609	2,996
CHEERLEADING - WINTER/SIDELINE	2	7.0%	2,255	2,593	3,044	3,495
BOYS SOCCER	1	7.0%	2,255	2,593	3,044	3,495
GIRLS SOCCER	1	7.0%	2,255	2,593	3,044	3,495

ACTIVITY

		INDEX	STEP 1	STEP 2	STEP 3	STEP 4
			32,213	33,823	35,433	37,043
SCHOOL PAPER	1	4.0%	1,289	1,353	1,417	1,482
SCHOOL ANNUAL	1	7.0%	2,255	2,368	2,480	2,593
ALL-SCHOOL PLAY	1	5.0%	1,611	1,691	1,772	1,852
MUSICAL-DIRECTOR/ALL-SCHOOL MUSICAL PLAY	1	5.0%	1,611	1,691	1,772	1,852
BAND - HIGH SCHOOL	1	8.0%	2,577	2,706	2,835	2,963
BAND - MIDDLE SCHOOL	1	4.0%	1,289	1,353	1,417	1,482
DEBATE	1	4.5%	1,450	1,522	1,594	1,667
FORENSICS	1	4.5%	1,450	1,522	1,594	1,667
LOCAL MUSIC	1	5.0%	1,611	1,691	1,772	1,852
HEAD CLASS SPONSOR - GRADE 9	1	2.5%	805	846	886	926
HEAD CLASS SPONSOR - GRADE 10	1	2.5%	805	846	886	926
HEAD CLASS SPONSOR - GRADE 11	1	3.5%	1,127	1,184	1,240	1,297
HEAD CLASS SPONSOR - GRADE 12	1	3.5%	1,127	1,184	1,240	1,297
HIGH SCHOOL STUDENT COUNCIL	1	2.0%	644	676	709	741
N.C.A. BUILDING CHAIR		2.0%	644	676	709	741
N.C.A. GOAL CHAIR		1.0%	322	338	354	370
HIGH SCHOOL DEPARTMENT CHAIRS		1.5%	483	507	531	556
HIGH SCHOOL NATIONAL HONOR SOCIETY	1	1.0%	322	338	354	370
MIDDLE SCHOOL STUDENT COUNCIL	1	1.5%	483	507	531	556
MIDDLE SCHOOL DEPARTMENT CHAIRS		1.5%	483	507	531	556
MIDDLE SCHOOL INTRAMURALS						
MENTOR		\$ 9.00	\$ 9.00	\$ 9.00	\$ 9.00	\$ 9.00
CURRICULUM COUNCIL COMMITTEE CHAIRPERSON		1.0%	322	338	354	370
CURRICULUM COUNCIL CHAIR - YEAR OF REVIEW	1	1.0%	322	338	354	370
CURRICULUM COUNCIL CHAIR - OTHER YEARS		2.0%	644	676	709	741
		1.0%	322	338	354	370
BUILDING SCH IMPR TEAMS/BUILDING COUNCILS						
HIGH SCHOOL	ALL	3.62%	1,003	N/A	N/A	N/A
MIDDLE SCHOOL	ALL	3.00%	831	N/A	N/A	N/A
STARR ELEMENTARY	ALL	2.50%	693	N/A	N/A	N/A
GILKEY ELEMENTARY	ALL	1.70%	471	N/A	N/A	N/A
COOPER ELEMENTARY	ALL	1.35%	374	N/A	N/A	N/A

OTHER ADDED POSITIONS

ELEMENTARY STUDENT COUNCIL	3	1.0%	322	338	354	370
STUDENT TEACHER SUPERVISORS	EST 4	0.5%	161	169	177	185
K-12 ART POSITIONS	5	1.0%	322	338	354	370
MIDDLE SCHOOL VOCAL MUSIC	1	2.0%	644	676	709	741
ELEMENTARY MUSIC	3	1.5%	483	507	531	556
GILKEY ENVIRONMENTAL CLUS	1	1.0%	322	338	354	370
HIGH SCHOOL SCHOOL STORE	1	7.0%	2,255	2,368	2,480	2,593



PLAINWELL COMMUNITY SCHOOLS  
 SCHEDULE B  
 2006-2007

NUMBER	INDEX	STEP 1 32,213	STEP 4 37,043	STEP 8 43,486	STEP 12 49,928
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**LEVEL A**

HEAD COACHES

FOOTBALL	1	13.0%	4,188	4,816	5,653	6,491
BOYS BASKETBALL	1	13.0%	4,188	4,816	5,653	6,491
GIRLS BASKETBALL	1	13.0%	4,188	4,816	5,653	6,491
VOLLEYBALL	1	13.0%	4,188	4,816	5,653	6,491
WRESTLING	1	13.0%	4,188	4,816	5,653	6,491
GIRLS TRACK	1	13.0%	4,188	4,816	5,653	6,491
BOYS TRACK	1	13.0%	4,188	4,816	5,653	6,491
BOYS SWIMMING	1	13.0%	4,188	4,816	5,653	6,491
GIRLS SWIMMING	1	13.0%	4,188	4,816	5,653	6,491

ASSISTANT COACHES

FOOTBALL	6	9.0%	2,899	3,334	3,914	4,494
BOYS BASKETBALL	2	9.0%	2,899	3,334	3,914	4,494
GIRLS BASKETBALL	2	9.0%	2,899	3,334	3,914	4,494
VOLLEYBALL	2	9.0%	2,899	3,334	3,914	4,494
WRESTLING	2	9.0%	2,899	3,334	3,914	4,494
GIRLS TRACK	1	9.0%	2,899	3,334	3,914	4,494
BOYS TRACK	1	9.0%	2,899	3,334	3,914	4,494
BOYS SWIMMING	1	9.0%	2,899	3,334	3,914	4,494
GIRLS SWIMMING	1	9.0%	2,899	3,334	3,914	4,494

**LEVEL B**

HEAD COACHES

BASEBALL	1	11.0%	3,543	4,075	4,783	5,492
SOFTBALL	1	11.0%	3,543	4,075	4,783	5,492
GIRLS TENNIS	1	11.0%	3,543	4,075	4,783	5,492
BOYS TENNIS	1	11.0%	3,543	4,075	4,783	5,492
GIRLS CROSS COUNTRY	1	11.0%	3,543	4,075	4,783	5,492
BOYS CROSS COUNTRY	1	11.0%	3,543	4,075	4,783	5,492
BOYS GOLF	1	11.0%	3,543	4,075	4,783	5,492
GIRLS GOLF	1	11.0%	3,543	4,075	4,783	5,492
CHEERLEADING - FALL	1	7.0%	2,255	2,593	3,044	3,495
CHEERLEADING - WINTER/SIDELINE	1	11.0%	3,543	4,075	4,783	5,492
BOYS SOCCER	1	11.0%	3,543	4,075	4,783	5,492



GIRLS SOCCER

1	11.0%	3,543	4,075	4,783	5,492
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ASSISTANT COACHES

BASEBALL						
SOFTBALL	1	7.0%	2,255	2,593	3,044	3,495
GIRLS TENNIS		7.0%	2,255	2,593	3,044	3,495
BOYS TENNIS	1	7.0%	2,255	2,593	3,044	3,495
GIRLS CROSS COUNTRY	1	7.0%	2,255	2,593	3,044	3,495
BOYS CROSS COUNTRY	0	7.0%	2,255	2,593	3,044	3,495
BOYS GOLF	0	7.0%	2,255	2,593	3,044	3,495
GIRLS GOLF	0	7.0%	2,255	2,593	3,044	3,495
CHEERLEADING - FALL	0	7.0%	2,255	2,593	3,044	3,495
CHEERLEADING - WINTER/SIDELINE	2	6.0%	1,933	2,223	2,609	2,996
BOYS SOCCER	2	7.0%	2,255	2,593	3,044	3,495
GIRLS SOCCER	1	7.0%	2,255	2,593	3,044	3,495
	1	7.0%	2,255	2,593	3,044	3,495

ACTIVITY

		INDEX	STEP 1 32,213	STEP 2 33,823	STEP 3 35,433	STEP 4 37,043
SCHOOL PAPER	1	4.0%	1,289	1,353	1,417	1,482
SCHOOL ANNUAL	1	7.0%	2,255	2,368	2,480	2,593
ALL-SCHOOL PLAY	1	5.0%	1,611	1,691	1,772	1,852
MUSICAL-DIRECTOR/ALL-SCHOOL MUSICA	1	5.0%	1,611	1,691	1,772	1,852
BAND - HIGH SCHOOL	1	8.0%	2,577	2,706	2,835	2,963
BAND - MIDDLE SCHOOL	1	4.0%	1,289	1,353	1,417	1,482
DEBATE	1	4.5%	1,450	1,522	1,594	1,667
FORENSICS	1	4.5%	1,450	1,522	1,594	1,667
VOCAL MUSIC	1	5.0%	1,611	1,691	1,772	1,852
HEAD CLASS SPONSOR - GRADE 9	1	2.5%	805	846	886	926
HEAD CLASS SPONSOR - GRADE 10	1	2.5%	805	846	886	926
HEAD CLASS SPONSOR - GRADE 11	1	3.5%	1,127	1,184	1,240	1,297
HEAD CLASS SPONSOR - GRADE 12	1	3.5%	1,127	1,184	1,240	1,297
HIGH SCHOOL STUDENT COUNCIL	1	2.0%	644	676	709	741
N.C.A. BUILDING CHAIR		2.0%	644	676	709	741
N.C.A. GOAL CHAIR		1.0%	322	338	354	370
HIGH SCHOOL DEPARTMENT CHAIRS		1.5%	483	507	531	556
HIGH SCHOOL NATIONAL HONOR SOCIETY	1	1.0%	322	338	354	370
MIDDLE SCHOOL STUDENT COUNCIL	1	1.5%	483	507	531	556
MIDDLE SCHOOL DEPARTMENT CHAIRS		1.5%	483	507	531	556
MIDDLE SCHOOL INTRAMURALS		\$ 9.00	\$ 9.00	\$ 9.00	\$ 9.00	\$ 9.00
MENTOR		1.0%	322	338	354	370
CURRICULUM COUNCIL COMMITTEE CHAIF	1	1.0%	322	338	354	370
CURRICULUM COUNCIL CHAIR - YEAR OF REVIEW		2.0%	644	676	709	741
CURRICULUM COUNCIL CHAIR - OTHER YEARS		1.0%	322	338	354	370
BUILDING SCH IMPR TEAMS/BUILDING COUNCILS						
HIGH SCHOOL	ALL	3.62%	1,166	N/A	N/A	N/A
MIDDLE SCHOOL	ALL	3.00%	966	N/A	N/A	N/A
STARR ELEMENTARY	ALL	2.50%	805	N/A	N/A	N/A
GILKEY ELEMENTARY	ALL	1.70%	548	N/A	N/A	N/A

COOPER ELEMENTARY

ALL

1.35%

435

N/A

N/A

N/A

OTHER ADDED POSITIONS

ELEMENTARY STUDENT COUNCIL	3	1.0%	322	338	354	370
STUDENT TEACHER SUPERVISORS	EST 4	0.5%	161	169	177	185
K-12 ART POSITIONS	5	1.0%	322	338	354	370
MIDDLE SCHOOL VOCAL MUSIC	1	2.0%	644	676	709	741
ELEMENTARY MUSIC	3	1.5%	483	507	531	556
GILKEY ENVIRONMENTAL CLUS	1	1.0%	322	338	354	370
HIGH SCHOOL SCHOOL STORE	1	7.0%	2,255	2,368	2,480	2,593

SCHEDULE "C"

PAYROLL DEDUCTIONS

Section 1. Schedule. The deduction shall be as follows:

EACH PAY PERIOD

Federal Withholding  
State Withholding  
Retirement  
T.S.A.  
Direct Deposit

LIMITED

MEA, PEA, NEA dues	Ten paychecks beginning second pay in October
United Way	10 checks - \$1.00 minimum per check
Insurance (Any MESSA options)	1 <sup>st</sup> and 2 <sup>nd</sup> check each month.

\*If an employee shall be employed after the first deduction for dues, the dues for such employee shall be deducted in substantially equal installments over the balance of the deduction period.

Section 2. Deduction Changes. Deductions may be changed subject to the following limitations:

- A. Financial Institution Changes must be processed through the employee's financial institution as required and reported to the Business Office in writing by the 10th of the month for the first check in the next month. Forms provided by business office.
- B. T.S.A. Changes may be made only on the basis of an official form provided by the insurer and signed by the insurer's agent and the employee.
- C. Insurance After expiration of open enrollment period, changes shall be limited to changes for reasons permitted by the insurance carrier.

APPENDIX I-A  
PLAINWELL COMMUNITY SCHOOLS  
TEACHER EVALUATION

Teacher \_\_\_\_\_  
Last Name First

Class \_\_\_\_\_  
M.

School \_\_\_\_\_

Date of Evaluation \_\_\_\_\_

**EDUCATIONAL PRACTICES**

**& PROCEDURES**

- \_\_\_ Demonstrates sufficient mastery of content
- \_\_\_ Makes effective use of a variety of methods/materials
- \_\_\_ Makes clear, practical demonstrations and/or explanation.
- \_\_\_ Provides for active student participation in lessons
- \_\_\_ Provides interesting and adequate modeling, examples, and reinforcement
- \_\_\_ Varies procedures and modifies curriculum when working with pupils of varying abilities
- \_\_\_ Teaches toward the prescribed objectives and benchmarks
- \_\_\_ Collaborates with colleagues toward improving student achievement and learning

**CLASSROOM MANAGEMENT**

**& ENVIRONMENT**

- \_\_\_ Classroom arrangement and displays are neat, attractive, and conducive to learning
- \_\_\_ Establishes procedures and routines for a well structured classroom
- \_\_\_ Maintains pupil interest and attention
- \_\_\_ Maintains consistent and responsible control
- \_\_\_ Handles problems of discipline effectively – a discipline plan is evident
- \_\_\_ Keeps students actively involved and on task

**PERSONAL ATTRIBUTES**

- \_\_\_ Accepts constructive criticism
- \_\_\_ Exhibits poise, voice control, and tact
- \_\_\_ Consistently well-groomed and neat in appearance
- \_\_\_ Uses good oral and written language
- \_\_\_ Is industrious and shows initiative
- \_\_\_ Seeks advice and help
- \_\_\_ Demonstrates acceptance to change
- \_\_\_ Assumes responsibility for professional growth

**STUDENT-TEACHER relationship**

- \_\_\_ Creates a friendly and respectful teacher-pupil relationship
- \_\_\_ Has positive expectations that all students will be successful
- \_\_\_ Uses positive statements to students in the learning situation
- \_\_\_ Acknowledges efforts of students of varying abilities while guiding them to the “right” response
- \_\_\_ Provides support to students as needed
- \_\_\_ Consistently fair and impartial
- \_\_\_ Demonstrates commitment to students’ well-being and their learning

**RELATIONSHIP TO SCHOOL**

**& PARENTS**

- \_\_\_ Discrete and professional in communication
- \_\_\_ Willingness to perform on committees and other extracurricular functions
- \_\_\_ Prompt and accurate with reports
- \_\_\_ Demonstrates commitment to established programs, policies, and procedures
- \_\_\_ Effective relationships with staff, administration and all other personnel
- \_\_\_ Follows proper procedures in making suggestions, complaints, and requests
- \_\_\_ Communicates and works well with parents

**OVERALL RATING**

- Rating Code: E – Exceeds Expectations\*  
M – Meets Expectations  
I – Improvement Needed\*  
U – Unsatisfactory\*

- (+) Specific area of excellence
- (-) Specific area to improve\*
- (NA) Not applicable or not observed
- (\* Needs explanation in comment section)

Comments by the Evaluator (as appropriate):

---



Collaborative goals, if indicated, to work on during next evaluation period (up to three):

---



I Agree \_\_\_ Disagree \_\_\_ with this evaluation.

Date: \_\_\_\_\_

\_\_\_\_\_  
Signature of Teacher Receiving Copy of Report

\_\_\_\_\_  
Signature of Person Making Evaluation





**APPENDIX 1-B**  
**PLAINWELL COMMUNITY SCHOOLS**  
**TEACHER SELF-EVALUATION (OPTIONAL)**

Teacher \_\_\_\_\_ Class \_\_\_\_\_  
Last Name First M.

School \_\_\_\_\_ Date of Evaluation \_\_\_\_\_

**EDUCATIONAL PRACTICES**

**& PROCEDURES**

- Demonstrates sufficient mastery of content
- Makes effective use of a variety of methods/materials
- Makes clear, practical demonstrations and/or explanation.
- Provides for active student participation in lessons
- Provides interesting and adequate modeling, examples, and reinforcement
- Varies procedures and modifies curriculum when working with pupils of varying abilities
- Teaches toward the prescribed objectives and benchmarks
- Collaborates with colleagues toward improving student achievement and learning

**CLASSROOM MANAGEMENT**

**& ENVIRONMENT**

- Classroom arrangement and displays are neat, attractive, and conducive to learning
- Establishes procedures and routines for a well structured classroom
- Maintains pupil interest and attention
- Maintains consistent and responsible control
- Handles problems of discipline effectively – a discipline plan is evident
- Keeps students actively involved and on task

**PERSONAL ATTRIBUTES**

- Accepts constructive criticism
- Exhibits poise, voice control, and tact
- Consistently well-groomed and neat in appearance
- Uses good oral and written language
- Is industrious and shows initiative
- Seeks advice and help
- Demonstrates acceptance to change
- Assumes responsibility for professional growth

**STUDENT-TEACHER**

**RELATIONSHIP**

- Creates a friendly and respectful teacher-pupil relationship
- Has positive expectations that all students will be successful
- Uses positive statements to students in the learning

situation

- Acknowledges efforts of students of varying abilities while guiding them to the "right" response
- Provides support to students as needed
- Consistently fair and impartial
- Demonstrates commitment to students' well-being and their learning

**RELATIONSHIP TO SCHOOL**

**& PARENTS**

- Discrete and professional in communication
- Willingness to perform on committees and other extracurricular functions
- Prompt and accurate with reports
- Demonstrates commitment to established programs, policies, and procedures
- Effective relationships with staff, administration and all other personnel
- Follows proper procedures in making suggestions, complaints, and requests
- Communicates and works well with parents

**OVERALL RATING**

**Rating Code:** E – Exceeds Expectations\*  
M – Meets Expectations  
I – Improvement Needed\*  
U – Unsatisfactory\*

(+) Specific area of excellence  
(-) Specific area to improve\*  
(NA) Not applicable or not observed

(\* Needs explanation in comment section)

Comments by Teacher (as appropriate):

---

Personal Goals to work on during next evaluation period (as appropriate):

---

\_\_\_\_\_  
Signature of Teacher Making Self-Evaluation

\_\_\_\_\_  
Date

PLAINWELL COMMUNITY SCHOOLS  
INDIVIDUAL DEVELOPMENT PLAN

Appendix 1-C

Name: \_\_\_\_\_

Teacher Status: \_\_\_\_\_ Probationary \_\_\_\_\_ Tenure

\_\_\_\_\_  
(Teacher's Signature) \_\_\_\_\_ Date

\_\_\_\_\_  
(Principal's Signature) \_\_\_\_\_ Date

GOAL 1:

Purpose of Goal: \_\_\_\_\_

Teacher Plan: \_\_\_\_\_

Administrative Support: \_\_\_\_\_

GOAL 2:

Purpose of Goal: \_\_\_\_\_

Teacher Plan: \_\_\_\_\_

Administrative Support: \_\_\_\_\_

GOAL 3:

Purpose of Goal: \_\_\_\_\_

Teacher Plan: \_\_\_\_\_

Administrative Support: \_\_\_\_\_

**CONTRACT RESOLUTION PROCEDURE REPORT**

Plainwell Community Schools

Building: \_\_\_\_\_ Assignment: \_\_\_\_\_

Name of Claimant: \_\_\_\_\_

Date: \_\_\_\_\_

**WRITTEN CLAIM**

1. Date of event on which claim is based: \_\_\_\_\_

2. Facts upon which claim is based:  
(Attach additional page(s) if necessary)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

3. Section(s) of the Agreement allegedly violated:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

4. Specific relief requested:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Date Received by Employer: \_\_\_\_\_

Date Response Filed by Employer: \_\_\_\_\_

**FORMAL CONFERENCE REQUEST**

- 1. Date request filed: \_\_\_\_\_
- 2. Date request received: \_\_\_\_\_
- 3. Additional factual information (if any) \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

- 4. Claimant information:
  - A. I (do) (do not) wish to personally attend the conference.
  - B. I wish to have a representative present: Yes \_\_\_\_\_ No \_\_\_\_\_ If yes, then name representative: \_\_\_\_\_

- 5. Date(s) conference (and mediation, if applicable) held: \_\_\_\_\_

\_\_\_\_\_

- 6. Disposition: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

- 7. Date conference reply filed: \_\_\_\_\_

**ARBITRATION**

- 1. Date request filed: \_\_\_\_\_
- 2. Date received: \_\_\_\_\_

APPENDIX 1-D

LETTER OF AGREEMENT  
between

Plainwell Community Schools  
and  
Plainwell Education Association

RE: HEALTH INSURANCE COMMITTEE

This Letter of Agreement is entered into between Plainwell Community Schools Board of Education (the "District") and the Plainwell Education Association (the "Association"). The District and the Association desire to set forth their understanding and agreements regarding health insurance committee.

The parties agree that a Health Insurance Committee shall be established consisting of three members of the Education Association and three Board representatives. The charge of the committee is to review and consider alternative carriers and/or coverage. The committee shall provide its finding to the respective parties by February 28, 2007. The parties shall work together in good faith.

The provision of this Letter of Agreement are not intended to bind the District or the Association beyond June 30, 2007, but may be perpetuated or extended by them through subsequent written agreement.

  
PLAINWELL COMMUNITY SCHOOLS

  
PLAINWELL EDUCATION ASSOCIATION

Dated: Feb 20, 2006.

Dated: February 20, 2006.