

MASTER AGREEMENT

between

ALLENDALE PUBLIC SCHOOL BOARD OF EDUCATION

and

ALLENDALE EDUCATION ASSOCIATION, MEA-NEA

July 1, 2006 through June 30, 2011

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MASTER AGREEMENT

between

ALLENDALE PUBLIC SCHOOL BOARD OF EDUCATION

and

ALLENDALE EDUCATION ASSOCIATION, MEA-NEA

This Agreement, entered into by and between the BOARD OF EDUCATION (the “Board”) of the ALLENDALE PUBLIC SCHOOL, OTTAWA COUNTY, MICHIGAN (the “District”) and the ALLENDALE EDUCATION ASSOCIATION, MEA-NEA (the “Association”), covers the period hereinafter prescribed in the Duration of Agreement provisions.

ARTICLE 1
Purpose and Intent

- 1.01 The District and the Association recognize: That their joint objective is to provide a quality education to the students of the District, and that the quality of the education provided depends upon the dedication, preparation, and morale of the teaching staff and upon the effectiveness and efficiency of the School Board and Administration. The provisions of this Master Agreement set forth specific rights and obligations of the parties to this Agreement in attempting to work toward the goals stated in this section.
- 1.02 The District and the Association herein set forth their Agreement with respect to rates of pay, wages, hours, and other terms and conditions of employment of all individuals included in the Bargaining Unit as defined in Article II who are covered hereby.

**ARTICLE 2
Recognition**

2.01 Collective Bargaining Unit

- a. The Board hereby recognizes the Association as the exclusive bargaining agent, for purposes of collective bargaining with respect to rates of pay, wages, hours, and other terms and conditions of employment, for employees in the following described bargaining unit:

ALL CERTIFIED PROFESSIONAL TEACHING PERSONNEL EMPLOYED BY THE BOARD OF EDUCATION IN POSITIONS WHICH REQUIRE CERTIFICATION, INCLUDING COUNSELORS AND LIBRARIANS; but excluding all administrators and supervisors, such as principals, assistant principals, directors, assistant directors, business manager, substitute teachers, community education/adult education teachers who work less than 10 hours per week for less than 10 weeks per year, individuals employed by a consortium, leisure/enrichment class teachers, nurses, aides, paraprofessionals and all other employees of the Board. (Also excluded are community education/adult education teachers who teach only one class.)

- b. Notwithstanding the foregoing bargaining unit description, any community education/adult education teacher who works or is regularly scheduled to work less than three hundred (300) hours per semester shall be subject to and governed by the special terms and conditions contained in this Paragraph 2.01(b), including subparagraphs (1) through (5), (in lieu of the corresponding provisions of this Agreement applicable to other teachers). Teacher meetings and short term per diem subbing shall not count toward the three hundred (300) hour limit.

- (1) Such teachers may, in the Board’s discretion (to the extent legally permissible), be paid on an hourly basis in lieu of being issued an individual contract and being paid on a salaried basis. Unless a different rate is agreed upon by the Board, the Association and the employee involved, such teachers shall receive the following hourly rate(s):

		2006-2007	2007-2008*	2008-2009*	2009-2010*	2010-2011*
Step 1	(during the first full year of service)	\$20.01	\$20.11			
Step 2	(after 1 full year of service)	\$21.26	\$21.37			
Step 3	(after 2 full years of service)	\$22.51	\$22.62			
Step 4	(after 3 full years of service)	\$23.75	\$23.87			

* Hourly rates increased by final percentage applied to salary schedule.

- (2) Such teachers shall not be eligible to receive any paid insurance, or any other paid benefits, but shall receive paid sick leave for their regularly scheduled hours in accordance with the following:

Step 1:	3 sick days per year
Step 2:	4 sick days per year
Step 3:	5 sick days per year
Step 4:	6 sick days per year

Paid sick leave may not be accumulated from one year to the next.

- (3) Alternative education teachers shall receive act of God days in accordance with the provisions of the Master Agreement (Paragraph 7.09 and Schedule C). Adult education teachers shall be paid for the first two (2) act of God days per year for their regularly scheduled hours.
- (4) Such teachers may be laid off and/or recalled without regard to the layoff and recall provisions of this Agreement.
- (5) The District may place a teacher at a step higher than his/her normal step based on qualifications and experience.
- c. In addition to the foregoing bargaining unit description, school social workers who are employed by the District shall be in the bargaining unit as well; provided, however, that such school social workers shall be subject to the special terms and conditions contained in the subsequent Article of this Agreement entitled "School Social Workers."

- 2.02 **Teacher Defined.** The term "teacher," when used in this Agreement (unless otherwise stated), shall refer to all personnel represented by the Association in the bargaining unit defined above.
- 2.03 **Prohibited Bargaining.** In recognition of the Association's status as exclusive bargaining agent, the Board agrees not to recognize or negotiate with any other labor organization in contravention of the Association's rights.
- 2.04 **Legal Rights.** Nothing contained herein shall be construed to deny or restrict to any teacher the rights he/she/they may have under any state or federal laws or regulations. The rights granted to teachers hereunder shall be deemed to be in addition to those provided by law.

**ARTICLE 3
Board Rights**

- 3.01 The Board, on its own behalf and on behalf of the electors of the District, retains and reserves onto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon or vested in it by the rules, regulations, laws and/or constitution of the State of Michigan and/or United States, or which have been properly exercised by it, except where limited by the provisions of this Agreement.
- 3.02 By way of illustration, but not of limitation, the Board retains the right to establish and enforce rules, regulations and policies; to manage and control school property and facilities; to hire teachers and, subject to the provisions of law, to determine their qualifications and the conditions for their continued employment; to establish grades and courses of instruction, including special programs, and to determine the athletic, recreational or other programs to be offered; to decide upon the means and methods of instruction; and to determine class schedules, the hours of instruction, and the assignments of teachers with respect thereto.
- 3.03 As used in this Agreement, the term “Board” shall include the District’s authorized administrators.

**ARTICLE 4
Association Rights**

- 4.01 **School Facilities.** The Association shall have the right to use the District’s office and meeting facilities, and to use its audio-visual and business equipment in the school buildings, at reasonable times when such facilities and equipment are not otherwise in use. The Association shall furnish or pay for the reasonable cost of all materials and supplies incidental to such use. The Association shall be responsible for the cost of any repairs, damage or loss directly attributable to inappropriate or improper use; provided such repairs, damage or loss are not covered by insurance, warranty, and/or service agreements.
- 4.02 **Access to Records.** The Board agrees to furnish the Association Executive Board members, in response to reasonable requests, all normally available financial information which is not legally exempt from disclosure. Also, the Board agrees to furnish personnel information which is not legally classified as confidential. This information will be provided to the Association at a reasonable cost, not exceeding that allowed by the Michigan Freedom of Information Act.
- 4.03 **Association Leave.** Up to but not exceeding eight (8) paid days per school year (with each teacher being paid to be counted against the total of eight) shall be granted as Association Leave for the purpose of conducting official Association business; provided, however, that such leave shall be subject to the following terms and conditions: (a) advance notification of not less than forty-eight (48) hours must be provided; (b) not more than three (3) teachers shall be absent at any one time; and (c) not more than two (2) of these teachers shall be from any one area (e.g.

elementary, secondary or community education). Up to but not exceeding five (5) additional days per school year shall be allowed, subject to the above terms and conditions, upon the Association's payment for the substitutes.

4.04 **Association Security.**

- a. Teachers newly hired after September 5, 1989 and teachers hired on or before September 5, 1989 who voluntarily joined the Association prior to September 5, 1989 shall, upon completion of thirty (30) calendar days of employment within the bargaining unit and as a condition of continued employment, either: (a) become a member of, and pay dues to, the Association; or (b) pay a service fee to the Association, without becoming a member of it, in an amount (to be determined by the Association within applicable legal requirements) which shall not exceed the dues paid by members of the Association.
- b. Teachers hired on or before September 5, 1989, who did not voluntarily join the Association prior to September 5, 1989 may, in their discretion, comply with the foregoing provisions.
- c. In the event teachers who are obligated to pay a service fee (pursuant to Paragraph 4.04(a) above) fail or refuse to do so, the following procedures shall be followed:
 - (1) The Association shall notify the teacher of non-compliance by certified mail, return receipt requested. Said notice shall detail the non-compliance and shall provide ten (10) days for compliance, and shall further advise the recipient that a request for wage deduction may be filed with the Board in the event compliance is not effected.
 - (2) If the teacher fails to remit the service fee or authorize deduction for same, the Association may request the Board to make such deduction pursuant to the Association Security provisions of this Agreement.
 - (3) The Board, upon receipt of request for involuntary deduction, shall provide the teacher with an opportunity for a due process hearing limited to the question of whether or not the teacher has remitted the service fee to the Association or authorized payroll deduction for same.
 - (4) If the teacher was obligated to pay a service fee to the Association (pursuant to Paragraph 4.04(a) above), and if the Board determines that the teacher has refused to either pay the service fee to the Association or authorize payroll deduction for same, then the Board shall, upon the Association's request, deduct the service fee from the teacher's salary and remit same to the Association.
- d. Due to legal requirements established in applicable court decisions, the amount of the service fee payable by non-members (along with other required information) may not be available for transmission to non-members until mid-

school year (December, January or February). Consequently, the provisions of this Article relating to the payment or non-payment of service fees by non-members shall be activated thirty (30) days following the Association's notification to non-members (and the Board) of the service fee for the school year. The Association shall also notify the Board of the amount of Association dues.

- 4.05 **Check-Off.** Teachers may, by written and signed authorization, authorize the payroll deduction of Association dues or service fees.
- 4.06 **Indemnification.** The Association shall indemnify and save the Board (individually and collectively), the District and its employees harmless against and from any and all claims, demands, damages, suits, or other forms of liability that may arise out of or by reason of any action taken by it/them for the purpose of complying with the Association Security and/or Check-Off provisions of this Article. If and when an action, either administrative or judicial, is brought against the Board (individually and/or collectively) and/or the District and/or its employees, the Association shall make competent legal counsel available to all such "defendants," for defense of any such action, at the expense of the Association and the Michigan Education Association and the National Education Association. The Association may negotiate a settlement with any teacher in any such action provided it does not result in any cost, expense or liability to the Board (individually or collectively), the District or its employees.
- 4.07 **Bulletin Boards.** The Board shall provide a bulletin board in the faculty lounge at each school level (i.e. elementary, middle school, senior high, and community education). The Association may, upon prior approval (not to be unreasonably withheld) of the Superintendent, use such bulletin boards to post notices of activities and matters of Association concern.

ARTICLE 5 Teacher Rights

- 5.01 The Board and the Association further agree that they will not directly or indirectly discourage or deprive or coerce any teacher in the enjoyment of rights granted to him/her under the law.

5.02 **Complaint Against a Teacher.**

- a. Complaints and/or criticisms pertaining to a teacher which are in writing and/or considered by the administrator to merit further consideration shall be promptly brought to the teacher's attention and shall be discussed with the teacher. If they are to be placed in the teacher's personnel file, any such complaints and/or criticisms shall be in writing, with names of the complainants, date and administrative action taken. Teachers shall have an opportunity to respond to such complaints and/or criticisms, verbally and/or in writing, and any written response shall be kept with the complaint and/or criticism in the teacher's personnel file.
- b. When dealing with such complaints and/or such criticisms pertaining to a teacher, the District or its administrators shall also:
 - (1) Encourage the complainant to discuss his/her concern directly with the teacher, whenever the administrator believes it is appropriate to do so;
 - (2) Conduct, or cause to be conducted, such investigation of the complaint or criticism as the administrator determines is required to determine its accuracy;
 - (3) Refrain from placing in a teacher's personnel file any complaint or criticism which is found and determined to be inaccurate, and provide such correction or elimination of complaints or criticisms as may be required to render them accurate; and
 - (4) Consider the nature and severity of the complaint or criticism, together with the teacher's prior record of conduct and performance, when determining the disciplinary action (if any) to be taken.

5.03 Any teacher being disciplined shall be allowed to have an Association representative present at the time.

5.04 No teacher shall be disciplined without just cause. As used in this paragraph, however, the term "discipline" or "disciplined" shall not include the non-renewal of any probationary teacher. Furthermore, the term "discipline" or "disciplined," as used in this paragraph, shall not include any "demotion" or "discharge" (as these terms are interpreted by the State Tenure Commission and the courts as being subject to the Michigan Teachers' Tenure Act); provided, however, that a bargaining unit member who has completed his/her probationary period and who has no right of appeal to the State Tenure Commission will not be demoted or discharged without just cause.

- 5.05 **Teachers' Files and FOIA.** In addition to Paragraph 5.02 (above), the following provisions shall also apply:
- a. Commencing with the 1992-93 school year, the District will establish and maintain a central office (i.e. under the Superintendent's control) personnel file for each teacher, to be considered the teacher's official personnel file. Although other administrators (e.g. building principals) may also maintain supplemental personnel records, such supplemental records will not be used in any disciplinary proceeding against a teacher, or in any other action adverse to the teacher, unless such records are also contained in the teacher's central office file.
 - b. A teacher, upon request and with or without an Association representative, may review the contents of his/her personnel file, including (upon request) his/her supplemental personnel records maintained by the building administrator or other District officials. Copies of a teacher's personnel file and/or other personnel records shall be provided to the teacher upon request.
 - c. If a teacher and the Board agree that material in the teacher's personnel file is erroneous or otherwise inappropriate, such material shall be corrected or removed.
 - d. A teacher shall be notified in writing when any material which is adverse to or critical of the teacher is to be placed in his/her personnel file beginning with the 2004-05 school year.
 - e. The teacher may submit a written response to any disciplinary record or other material placed in his/her file. The response shall be attached to the disciplinary record or other material to which it applies, and if the disciplinary record or other material is released to a third party, the attached response shall be released with it.
 - f. In the event the District receives a Freedom of Information Act (FOIA) request for the personnel file(s), or any portion thereof, of any teacher(s), the District shall promptly so notify the teacher(s) (or in his/her/their absence an Association representative). The District shall provide the teacher(s) (or the Association representative as the case may be) with a copy of the FOIA request before responding to the same.
 - g. If the District determines to release any material from a teacher's personnel file in response to a FOIA request, the teacher (or Association representative) shall be so notified and shall, upon timely request, be given (1) an opportunity to review the material the District has determined to release (prior to its release); and (2) a copy of the material to be released.
 - h. When responding to FOIA requests involving a teacher's personnel records, the District shall (unless the parties otherwise agree):

- (1) Take the maximum time allowed by law to respond to the FOIA request to allow the teacher and/or Association an opportunity to take whatever legal action is available to prevent disclosure of such records; and
- (2) Divulge only such records as it determines it is legally obligated to disclose.

ARTICLE 6

Teacher Evaluations

- 6.01 Teachers in a probationary status shall have at least two (2) formal evaluations during their first probationary school year of employment (i.e. one prior to December 15th and a second prior to April 15th). Thereafter (i.e. during their second and subsequent probationary school years of employment), probationary teachers shall have at least one (1) formal evaluation on an annual year-end basis. Teachers on tenure shall have at least one (1) formal evaluation every three (3) years. All such formal evaluations (whether probationary or tenure) shall be completed not later than May 15th (unless the evaluator, the teacher and the Association otherwise agree).
- 6.02 The following procedures shall be observed with respect to the formal evaluations conducted in accordance with paragraph 6.01 (above).
- a. The primary evaluator shall be the immediate supervisor. One or more school administrators may be used to complete or enhance the evaluation at the discretion of the Superintendent. Furthermore, a teacher may request that another administrator conduct one or more classroom observations and/or participate in the evaluation process.
 - b. Prior to initiating the formal evaluation the evaluator shall hold a pre-evaluation conference with the teacher to discuss and review the teacher performance evaluation form (Schedule E) and evaluation procedures.
 - c. For probationary teachers, the following shall apply:
 - (1) A written individualized development plan (“IDP”) shall be developed by the administrator in consultation with the teacher; and a copy of the IDP shall be given to the teacher by October 15th of each year (unless a later date is mutually agreed upon). The IDP shall, to the extent reasonably possible and appropriate, be based on the factors or criteria appearing in the evaluation form.
 - (2) There shall be at least two (2) classroom observations, of at least forty-five (45) minutes each, for each of the required formal evaluations. The annual year-end evaluation shall be based on, but is not limited to, at least two (2) classroom observations held at least sixty (60) calendar days apart (unless the administrator and the teacher agree to a shorter period).

- (3) The annual year-end evaluation shall at least include an assessment of the teacher's progress in meeting the goals of his/her IDP.
- d. For tenured teachers, the following shall apply:
- (1) There shall be at least two (2) classroom observations, of at least forty-five (45) minutes each, for the required formal evaluations. The two (2) classroom observations, or at least any two (2) of them if there are more, shall be at least sixty (60) calendar days apart (unless the administrator and the teacher agree to a shorter period).
 - (2) If the teacher has received a less than satisfactory evaluation (as stated on the evaluation form), a written individualized development plan ("IDP") shall be developed for the teacher by the administrator in consultation with the teacher; and a copy of the IDP shall be given to the teacher. The IDP shall, to the extent reasonably possible and appropriate, be based on the factors or criteria appearing in the evaluation form and shall include specific District or administrative assistance to be provided to the teacher in support of the IDP.
 - (3) If the teacher has an IDP, the formal evaluation shall include an assessment of the teacher's progress in meeting the goals of his/her IDP.
- e. A formal evaluation shall be based only on observations and events that have occurred since the last formal evaluation and/or on matters addressed in a current IDP (if any). This shall not, however, prohibit the District from referring to and relying upon earlier evaluations with respect to any ongoing or continuing concerns.
- f. When, pursuant to this Article, an IDP is to be developed by an administrator in consultation with a teacher, the administrator shall meet with the teacher to discuss the proposed IDP and to afford the teacher an opportunity for input into its development.
- g. For each classroom observation conducted as part of a formal evaluation, the teacher shall be given a copy of the observation report within five (5) school days after the observation. The evaluator will then conduct a post-observation conference with the teacher within ten (10) school days after each such observation. These time lines may be extended by mutual agreement.
- h. Prior to finalizing the formal evaluations required by this Article, the evaluator shall prepare a draft evaluation, shall give a copy of the same to the teacher, and shall allow for teacher input into the evaluation before conducting the evaluation conference. Discussion between the teacher and evaluator may result in modifications to the draft evaluation. If any such changes are made as a result of such discussions, the draft evaluation will be revised as needed. The

teacher shall then be given a copy of the revised draft evaluation prior to the final evaluation conference.

- i. In an effort to help the teacher develop professionally, specific written suggestions for improvement shall be made part of the formal evaluation report in all areas where “does not meet expectations” is indicated.
 - j. The evaluator shall hold a final evaluation conference with the teacher being evaluated for the purpose of discussing the evaluation and presenting written methods of improving areas of weakness demonstrated by the teacher. The teacher shall be given a written copy of the final evaluation report.
 - k. The teacher being evaluated shall have the right to attach to the evaluation form, a written explanation or objection to be retained with the written evaluation.
 - l. The teacher may request a conference with the Superintendent of Schools to discuss his/her evaluation in the presence of the evaluator(s).
- 6.03 Formal teacher evaluations shall be done pursuant to the Teacher Evaluation Form which is attached hereto as Schedule E and which is incorporated in and made a part of this Agreement.
- 6.04 Before acting on the proposed non-renewal of a probationary teacher, the District shall notify the teacher and the Association of the proposed non-renewal and shall afford the teacher a reasonable opportunity to resign (in lieu of non-renewal).

ARTICLE 7

Teaching Conditions

- 7.01 **Class Size.** The parties recognize that class size and pupil-teacher ratios are important considerations for instruction and efficient operation of the District. Although the following guidelines are believed to be generally desirable or appropriate, the need for reasonable flexibility (depending upon student course selection, staff availability and scheduling, financial considerations, and other relevant factors) is recognized. Subject to such flexibility, therefore, the class size guidelines are as follows:
- a. In grades K-5, twenty-five (25) pupils per teacher, per session.
 - b. In grades 7-12, thirty (30) pupils per teacher, per session.
 - c. Grade 6 shall be included in (a) above if it operates on a self-contained classroom basis as part of the elementary school program. Grade 6 shall be included in (b) above if it becomes part of a middle school program.
 - d. The above guidelines do not apply to traditional large group instruction (e.g. band, choir, physical education, adult education, etc.).

If the above guidelines are exceeded by more than three (3) pupils per teacher per session, based on official enrollments (i.e. determined on the fourth Friday count day each semester), then the teacher(s) affected by such excess shall receive either (in the Board's discretion): a part-time instructional aide or additional compensation at the rate of Two Hundred Dollars (\$200.00) per student (per semester) in excess of twenty-eight (28) in grades K-5 (or 6 if applicable), or Fifty Dollars (\$50.00) per student (per semester) in excess of thirty-three (33) in grades 7 (or 6 if applicable) - 12.

7.02 **Hours.**

- a. Normal school hours (i.e. instructional hours) shall not exceed six and one-half (6½) hours; and normal teacher hours, including both instructional hours and before/after in-school requirements, shall not exceed seven and one-half (7½) hours.
- b. Community Education teachers will be scheduled for the same amount of time per year as other teachers, including comparable before and after class time.
- c. Elementary Lunch/Team Meetings. Full-time teachers in grades DK through 5 shall be provided with a "lunch period" of 45 minutes per day. Of this period, an average of 35 minutes shall be duty free and an average of 10 minutes shall be used for preparation and planning. Full-time teachers in grades 1 through 5 shall, at least once every other week (on a day of their collective choosing), participate in grade level team meetings. Such meetings shall occur during the teachers' regularly scheduled lunch periods.
- d. Full-time teachers in grades 6-12 shall have a thirty-five (35) minute duty-free lunch period. (This is an "average" based on staggered lunch periods of 30 to 40 minutes).
- e. If a teacher's duty-free lunch period is forfeited at the request of administration, then the Schedule "B" lunch supervision rate will be paid for the time so forfeited.

7.03 **Prep Time and Teaching Schedules.**

- a. In the absence of applicable block scheduling or other special scheduling Letters of Agreement, the following provision shall apply:
 1. In the Middle School (grades 6,7,8) and Senior High, a normal full-time teaching load shall consist of five (5) classes in a six (6) period day, or six (6) classes in a seven (7) period day. One period in the teaching day shall be for planning and preparation, and working with students and parents. If, with the consent of the teacher, this period is used for teaching on a permanent basis, the teacher shall be paid one-sixth (1/6) of the B.A. base pay for the duration of such permanent assignment. If six (6) classes in a

seven (7) period day is implemented at the Senior High level, such-Senior High teachers shall not (without their consent) be assigned more than five (5) teaching preparations or more than an aggregate of one hundred fifty (150) students (exclusive of traditional large size classes [e.g. band, choir, physical education, adult education] and study halls).

- b. If and to the extent block scheduling or other special scheduling arrangements are negotiated, the same shall be reflected in a separate letter of understanding or agreement.
 - c. When elementary teachers' classes are being taught by specialists (e.g. Art, Music, P.E., etc.), they may use such time for the purposes of planning, preparation, conferences and other professional duties related to teaching that will be conducted in the building. Full-time elementary teachers shall be regularly scheduled for a minimum of two hundred (200) minutes of preparation time per week, not including recess and supervised lunch periods.
 - d. Full-time elementary Special Education, Art, Music, and Physical Education teachers shall be regularly scheduled for a minimum of two hundred (200) minutes of preparation time per week, not including recess and supervised lunch periods.
 - e. An elementary teacher (including but not limited to an elementary specialist) who consents, with the Board's written approval, to assume additional teaching responsibility in lieu of preparation time on a permanent basis shall be paid up to one-sixth (1/6) of the B.A. base pay for the duration of such permanent assignment. This amount shall be pro-rated based on the preparation time lost in relation to two hundred (200) minutes of preparation time per week. Requests for implementation of this provision may be initiated in writing by either the Board or the teacher. Upon receiving any such request, the Board or teacher (as the case may be) shall act upon the request within a reasonable period of time.
- 7.04 **Secondary Preparations.** An effort should be made to limit teaching preparations of secondary teachers to a maximum of four preparations. This shall not apply, however, to special education or community education.
- 7.05 **Unpaid Additional Duty Assignments.** Unpaid extra duty assignments (e.g. hall duty, etc.) will first be sought voluntarily, and shall be shared by and distributed among teachers as equitably as reasonably possible; provided, however, that if not enough teachers volunteer, such assignments will be made by the administrator. Teachers will not, however, be assigned recess supervision without their consent.
- 7.06 **Paid Extra Duty Assignments.** Paid extra duty assignments (pursuant to Schedule "B" attached) may be filled or left vacant at the Board's discretion. If the Board determines an extra duty assignment should be filled, and if there are no interested personnel from within the bargaining unit who have the qualifications desired by the Board to fill the assignment, then the Board may fill the position in

such manner as it may determine. Coaching positions not filled by on-staff personnel six (6) weeks prior to the beginning date of practice for the sport may be filled by off-staff personnel at that time. Staff persons may not necessarily be considered for that position thereafter for the balance of the season. Non-appointment or re-appointment of any teacher to an extra-curricular assignment (e.g. Schedule "B") shall not be deemed a violation of this Agreement. Schedule "B" vacancies (i.e. positions not being filled by persons in the position during the prior year) shall be posted and shall be filled on a voluntary basis.

- 7.07 **Faculty Meetings.** Staff meetings at which teacher attendance is required, other than committee meetings and meetings on school time, shall be held not more than twice a month and shall not extend more than one (1) hour beyond the regular work day (as defined in this Agreement). In extra-ordinary circumstances, or upon mutual agreement between the principals and the faculty involved, the frequency and/or length of the meetings may be increased.
- 7.08 **Lesson Plans.** Each teacher shall maintain written daily lesson plans, which indicate methods and assignments to be used. It is understood that these plans are subject to change. A copy of weekly written plans should be submitted to the appropriate administrator by Monday A.M. The lesson plans shall be sufficient, in both form and substance, to allow a substitute to understand and follow them. As an alternative to a substitute's use of lesson plans, a teacher may provide a special set of three day lesson plans which are related to course objectives but which could be introduced into the class curriculum at any point.
- 7.09 **Storm Day.** Teachers are not required to appear for work on days that school is closed because of a storm or other "Act of God," and shall suffer no loss of pay or benefits. It may be necessary to make up these days later in the year as required to avoid loss or reduction of full funding (e.g. state aid, etc.). Such make-up days shall be worked without additional pay or benefits.
- 7.10 **Work-Related Benefits.** The Board agrees to provide the following work-related benefits:
- a. Availability of telephones;
 - b. Teacher lounges;
 - c. Parking facilities;
 - d. Inter-school mail service; and
 - e. Classroom cleaning.
- 7.11 **Summer School.** In the event that the Board holds a Summer School Program, the following provisions shall apply:
- a. The summer school program shall be a six (6) week program;

- b. The District shall post two summer school positions: a teaching position and a coordinator/teacher position.
- c. The hours for the teaching position shall be 8:00 a.m. until 11:00 a.m. teaching, and 11:00 a.m. until 12:00 noon for planning and preparation, for a total of twenty (20) hours per week. An additional hour per day may be added to the teaching time, depending upon enrollment; in that case, the schedule will be 8:00 a.m. until 12:00 noon for teaching, and 12:00 noon until 1:00 p.m. for planning and preparation.
- d. The hours for the position of coordinator/teacher shall be 8:00 a.m. until 12:00 noon teaching, and 12:00 noon until 1:00 p.m. for planning and preparation, for a total of twenty-five (25) hours per week. An additional hour per day may be added to the teaching time, depending upon enrollment; in that case, the schedule will be 8:00 a.m. until 1:00 p.m. for teaching, and 1:00 p.m. until 2:00 p.m. for planning and preparation. These hours can be increased or decreased depending on enrollment.
- e. The teacher shall be paid at the adult education hourly rate corresponding to his/her years of experience. The coordinator/teacher shall be paid at the adult education hourly rate corresponding to his/her years of experience plus six dollars and fifty cents (\$6.50) per hour.

ARTICLE 8

Vacancies and Transfers

- 8.01 **Temporary Vacancy.** A temporary vacancy shall mean a teaching position held by a teacher on a leave of absence. The Board shall not be required to post temporary vacancies.
- 8.02 **Permanent Vacancy.** A permanent vacancy shall mean any vacancy in an existing or new professional position, full or part time. Permanent vacancies within the school system shall be posted in each building and transmitted to the professional staff in writing to those teachers on the list as provided by the teachers. No permanent vacancy shall be filled for at least ten (10) duty days after posting, except in the case of an emergency or on a temporary basis. Any teacher who is interested in the posted position may apply in writing with the Superintendent of Schools within the ten (10) day posting period. During the summer recess period, this posting requirement may be satisfied by mailing notice of the permanent vacancy to teachers.
- 8.03 **Filling Permanent Vacancy.** In filling a permanent vacancy, the Board agrees to give first consideration to present staff members and to give due consideration to the professional background, qualifications, length of service and other relevant factors of all applicants.

- 8.04 **Filling Temporary Vacancy.** The staff recognizes that when permanent vacancies occur during the school year, it may be difficult to fill the existing instructional program from applicants within the school system without undue disruption to the existing instructional program. If the Superintendent determines that the permanent vacancy should be filled on a temporary basis until the end of the current school year, he/she may do so. At the end of the school year the vacancy would become a permanent vacancy, if the position remains.
- 8.05 **Grade or Subject Assignment.** If a change in assignment from one grade level to another or from one subject area to another is anticipated, the Administration must advise and discuss the proposed change with the teacher(s) affected. The Administration shall consider the wishes of the teacher(s) involved. The final determination will be made by the Board. Teachers will be notified of their tentative grade level and subject area assignments for the following school year no later than June 1st.

ARTICLE 9

Leaves

- 9.01 **Child Care Leave.** Child care leaves shall be available, subject to and in accordance with the following terms and conditions:
- a. Child care leaves shall be without pay, without benefits, and without experience credit; provided, however, that accrued benefits shall be retained during the leave.
 - b. Child care leaves shall only be used to care for a teacher's child or children (including stepchildren), and not for any other purpose.
 - c. Child care leaves will be granted for up to one (1) year, and may be subject to renewal for not more than one (1) additional year.
 - d. Requests for child care leaves, or any renewal thereof, shall be made in writing to the Superintendent at least sixty (60) calendar days prior to commencement of the leave or renewal, and shall include proposed beginning and ending dates for the leave. In emergency situations, the sixty (60) day period may be waived by the Superintendent.
 - e. The granting or denial of any request for child care leave or renewal shall be in the Board's discretion, depending upon the availability of certified and qualified replacements, instructional considerations, etc.; provided, however, that approval of such requests shall not be unreasonably withheld.
 - f. The Board may require that return from a child care leave only occur upon commencement of a new semester; and teachers returning from a child care leave may be assigned to any position for which they are certified and qualified.

9.02 **Jury Duty and Court Witness.**

- a. A teacher called for jury duty shall be compensated for the difference between the regular teaching pay and any compensation received for the performance of such obligation.
- b. A teacher subpoenaed into court, to give testimony in a case or proceeding in which the Association is not a party and in which the teacher has no personal business or financial interest (e.g. by virtue of other employment or investment interests, etc.), shall be compensated for the difference between the regular teaching pay and any witness fees received.

9.03 **Bereavement Leave.**

- a. Each teacher will be granted a special leave of up to three (3) working days as needed due to the death of a member of the immediate family. This leave is in addition to the sick leave. Definition of “immediate family” is parent, grandparent, brother, sister, husband, wife, son, daughter, the parent of a spouse, or any person that has taken the place of the direct relative (i.e. foster parents, etc.). The teacher may request additional leave if necessary in connection with the death of an immediate family member. Any such additional leave shall be deducted from the teacher’s accumulated paid sick leave. Such requests shall be made to the Superintendent and shall be subject to the Superintendent’s sole discretion.
- b. A teacher desiring to attend the funeral or memorial service for a relative (beyond the immediate family) or for a close friend, may request a leave for such purpose of up to two (2) working days as a deduction from the teacher’s accumulated paid sick leave. Such requests shall be made to the Superintendent and shall be subject to the Superintendent’s sole discretion.
- c. Bereavement leave in excess of that allowed pursuant to subparagraphs a and b above may be requested on an unpaid basis. Such requests shall also be made to the Superintendent and shall be subject to the Superintendent’s sole discretion. Reasonable documentation may be required by the Superintendent in connection with the use of any bereavement leave, whether paid or unpaid.

9.04 **Personal Business.**

- a. Each teacher will, with prior approval based only on the reasonable availability of qualified substitutes, be granted two (2) days each year to be used for personal business. These days will not count as sick leave days. These days are not accumulative.

- b. Each teacher shall be reimbursed at the current year's sub pay rate (i.e. first year daily sub rate) for any unused personal business days for the current school year. In order to be eligible for reimbursement teachers must submit a reimbursement form to their building principal on or before June 30 of the current school year.

9.05 **Granting of Other Leaves.** Granting of other leaves shall be at the discretion of the Board. Upon return, the teacher will be assigned to the former position if available, or otherwise to a position for which the teacher is certified and qualified.

9.06 **Sick Leave.**

- a. Teachers shall be granted paid sick leave at the rate of fifteen (15) days per school year; and earned but unused sick leave may be accumulated up to but not exceeding one hundred twenty (120) days.
- b. Sick leave may be used for the following purpose(s):
 - (1) The teacher's inability to work due to his/her illness, injury or disability. (Disability resulting from pregnancy or child birth shall be treated like any other disability); and
 - (2) Up to three (3) days per school year may be used in connection with the illness, injury or disability of a member of the teacher's immediate family (defined as spouse and/or children).
- c. The Board may require verification of paid sick leave claims.

9.07 **Visitation Days.** All teachers are allowed to take one (1) day each year to visit other schools or to attend education conferences with prior approval. Additional days may be granted at the discretion of the Board.

9.08 **Part-Time Proration.** The paid leave benefits prescribed in Sections 9.03, 9.04, 9.06 and 9.07 (pertaining to bereavement leave, personal business, sick leave, and visitation days respectively) shall apply to full-time teachers. If a part-time teacher works one-half (1/2) time or more, these paid leave benefits shall be pro-rated (based on the teacher's status in relation to full-time status). A part-time teacher working less than one-half (1/2) time shall only be eligible for pro-rated bereavement leave and sick leave benefits.

9.09 **Family and Medical Leave.**

- a. A leave of absence of up to twelve (12) weeks during any twelve (12) month period shall be granted to eligible teachers in accordance with the Family and

Medical Leave Act (“FMLA”) for the purposes permitted by the FMLA. Such purposes include:

- (1) The birth or placement for adoption or foster care of a child (up to one year from the date of birth or placement);
 - (2) Because of a serious health condition of a teacher’s spouse, child or parent;
 - (3) Because of a teacher’s own serious health condition.
- b. For FMLA leave purposes, the terms “child” and “parent” shall be as defined in the FMLA and/or its applicable regulations. As currently defined, the term “child” means a biological, adopted, or foster child, a stepchild, a legal ward, or a child of a teacher standing *in loco parentis*, who is under 18 years of age or 18 years of age or older and incapable of self-care because of a mental or physical disability; and the term “parent” means a biological parent or an individual who stood *in loco parentis* to the teacher when the teacher was a child. (“Parent” does not include “in-laws.”)
- c. To be eligible for a FMLA leave, a teacher must have worked for the District: (1) for at least twelve (12) months, and (2) for at least 1250 hours during the past twelve (12) month period.
- d. Teachers seeking to use FMLA leave shall provide 30-day advance notice of the need to take FMLA leave when the need is foreseeable.
- e. Teachers seeking to use (and/or using) FMLA leave may be required to provide:
- (1) Medical certifications supporting the need for leave due to a serious health condition affecting the teacher or an immediate family member;
 - (2) Periodic reports during FMLA leave on the teacher’s status and intent to return to work; and/or
 - (3) Such further medical opinions and/or fitness certification as may be permitted by the FMLA (in accordance with the FMLA).
- f. An FMLA leave may be taken on an intermittent or reduced schedule basis, to the extent permitted and in the manner prescribed by the FMLA, when medically necessary.
- g. Paid sick leave time shall be counted as part of the FMLA leave time when the FMLA leave is used for purposes for which paid sick leave is available and applicable. All other FMLA leave time shall, however, be unpaid.

- h. Limitations found under Section 108 of the FMLA (pertaining to “special rules concerning employees of local educational agencies”) shall apply; and the Board reserves all rights conferred upon school districts under the FMLA.
- i. All FMLA leaves shall be subject to and administered in accordance with the FMLA and its applicable regulations; and, in the event of conflict between the provisions of the FMLA and its regulations and the provisions of this Agreement, the provisions of the FMLA and its regulations shall control.

ARTICLE 10
Seniority, Layoff and Recall

10.01 **Seniority.** Seniority shall be defined as the length of continuous and uninterrupted employment by the District since the employee’s last date of hire. The following provisions shall apply:

- a. Should more than one employee have the same last date of hire, ties in seniority shall be broken based on the last four Social Security number digits. The person with the highest number shall have the greatest seniority.
- b. Employees on layoff (with recall rights) or leave of absence shall maintain their seniority, during such layoffs or leaves, at the level in effect at the time the layoff or leave of absence commenced.
- c. Employment as an administrator in the District shall be counted toward the accumulation of seniority, but only to the extent such administrative employment occurred prior to September 1, 1989 (i.e. administrative employment thereafter shall not be counted toward the accumulation of seniority).
- d. On or about November 1 of each year, the District shall provide the Association with a current seniority list.

10.02 **Definitions.** As used in this Article, the following definitions shall apply:

- a. **Certification** (or certified) shall mean: Possessing a current and valid “provisional” or “continuing” or “permanent” or “professional” teaching certificate appropriate to the teaching level, subject area(s) and assignment.
- b. **Qualifications** (or qualified) shall mean:
 - (1) For K-6 non-specialized assignments: Possessing an elementary certificate for teaching in non-specialized areas at the elementary level.

- (2) For 7-8 non-specialized assignments: Possessing either: (a) an elementary certificate valid and appropriate for teaching in non-specialized areas at the 7th and 8th grade level, or (b) a secondary certificate valid and appropriate for teaching at the 7th and 8th grade level, with a major or minor in the particular teaching assignment.
- (3) For 9-12 non-specialized assignments: Possessing a secondary certificate, with a major or minor in the particular teaching assignment; and possessing a sufficient number of credit hours in the subject area(s) to meet applicable accrediting agency standards.
- (4) For K-12 specialized assignments: Possessing an elementary and/or secondary certificate valid and appropriate for the particular teaching assignment, including certificate endorsements and/or equivalent hours necessary to meet State requirements; and possessing a sufficient number of credit hours in the subject area(s) to meet applicable accrediting agency standards. K-12 specialized assignments shall include: Special Education, Art, Music, Physical Education, Guidance and Counseling, Industrial Arts, Home Economics, and any other such positions requiring specialized endorsements for appropriate certification.
- (5) For Community Education specialized assignments: Possessing a certificate valid and appropriate for the particular teaching assignment, including certificate endorsements and/or equivalent hours necessary to meet State requirements; and possessing a sufficient number of credit hours in the subject area(s) to meet applicable accrediting agency standards. Community Education specialized assignments shall include: Adult Basic Education (ABE) and Adult Basic Education/English as a Second Language (ABE/ESL).

10.03 **Layoff.** When the Board determines it is necessary to reduce the bargaining unit staff, the following procedures will be followed:

- a. The Board will determine the educational program(s) to be offered, the number of persons to be laid off, and the specific position(s) to be reduced or eliminated.

The Association shall be notified of any proposed layoffs through its President, and shall be advised in writing by the Board concerning which positions and/or teachers would be affected including transfers and reassignments.

- b. Teachers with special (e.g. temporary) certificates in the specific position(s) being reduced or eliminated will be laid off first, provided there are sufficient teachers remaining who are certified and qualified to replace them and to perform all of their teaching duties.
- c. Probationary teachers in the specific position(s) being reduced or eliminated will be laid off next, in the inverse order of their seniority, provided there are

sufficient more senior teachers remaining who are certified and qualified to replace them and to perform all of their teaching duties.

- d. If further layoffs are to occur, after following the procedures prescribed in paragraphs b and c above, then tenured teachers in the specific positions being reduced or eliminated will be laid off in the inverse order of their seniority, provided there are sufficient more senior teachers remaining who are certified and qualified to replace them and to perform all of their teaching duties.
- e. For purposes of this layoff and recall policy, the term “specific position(s)” shall be interpreted to include any K-6 non-specialized assignment, regardless of grade level. (For example, a 3rd grade general education position shall not be considered a different “specific position” than a 5th grade general education position).
- f. A teacher being laid off pursuant to the foregoing procedure shall be offered an opportunity to displace (i.e. “bump”) the least senior teacher in the District in a specific position (if any) for which the laid off teacher is certified and qualified. The teacher shall be advised of the specific position into which he/she may “bump”; and, if he/she elects to “bump,” the teacher being “bumped” will be laid off instead; provided, however, that the “bumped” teacher shall also be afforded the same “bumping” rights. A teacher who elects not to exercise his/her “bumping” rights may not, following layoff, choose to do so.
- g. For the purposes of bumping, a part-time teacher may bump the least senior full or part time teacher in a specific position (if any) for which the laid off part time teacher is certified and qualified. A part-time teacher may decline a full time bump and retain rights to recall when available.
- h. A reduction in hours shall constitute a partial layoff; a teacher whose hours are reduced may elect to accept partial employment or be laid off. Rejection or acceptance of partial employment will not affect the teacher’s right to recall when available.
- i. Teachers being laid off shall be notified in writing not less than thirty (30) calendar days before their work is to be curtailed.
- j. Teachers who have not completed their period of probation with the District at the time of their layoff shall retain recall rights (unless abandoned or forfeited) with the District for a period not exceeding two (2) years following their layoff.

10.04 **Recall.** Whenever a vacancy in the bargaining unit shall occur, if it occurs at a time when there are teachers on layoff who are entitled to recall, it shall be filled according to the following procedure:

- a. The term “vacancy” shall mean a bargaining unit position which the Board has determined to fill, and for which there is no teacher on leave of absence (of 90 school days or less) who is entitled to the position upon return.

- b. Laid off teachers shall be recalled in the order of their seniority (i.e. most senior first), provided they are certified and qualified for the specific position(s) available.
- c. Teachers being recalled shall receive written notice of recall, by certified mail (return receipt requested) sent to their last known address, at least ten (10) calendar days before the recall is to become effective. A copy of the notice shall be sent or given to the Association. Notice shall be deemed to have been given upon such mailing to the teacher and notice to the Association. Failure to timely acknowledge and accept such recall will be deemed an abandonment or forfeiture of the teacher's recall rights; provided, however, that if the recalled teacher is unable to accept the recall by virtue of being under a conflicting teaching contract (for a period of one [1] year or less) with another school district, and if such teacher notifies the Superintendent (in writing) of the conflict within ten (10) calendar days following receipt of the recall notice, then such teacher may reject the recall opportunity without losing his/her future recall rights.

10.05 **Priority as Substitutes.** Laid off teachers who possess recall rights with the District may register with the District to be given priority consideration for appropriate substitute teaching assignments as and when they become available. Such teachers must so register for each school year.

ARTICLE 11

Professional Participation

- 11.01 **Curriculum Development.** Teacher participation in curriculum development is an important function and a professional responsibility. The teachers and the administration shall work cooperatively on curriculum development.
- 11.02 **Teacher Participation.** Attendance at school programs is expected to reflect the individual teacher's acceptance of professional responsibilities. Administrators may require attendance at special programs, such as musicals, elementary programs, etc.
- 11.03 **In-Service Days.** Teachers are required to attend all in-service days as required by the Board of Education or administration. A minimum of two (2) half (1/2) days per semester will be provided for the purpose of in-service and/or records.

ARTICLE 12

Insurance Benefits

12.01 **Group Health Insurance.**

- a. Regular full-time employees, and regular part-time employees working one-half (1/2) time or more, shall be eligible to participate in a group health insurance program (MESSA Super Care 1, 2003 Revisions, with the MESSA Preventive Care Rider and with the \$5 {generic}/\$10{name brand} prescription co-pay and with a \$100/\$200 deductible) provided through the Employer.

Effective with the 2007-2008 school year, regular full-time employees and regular part-time employees working one-half (1/2) time or more, shall be eligible to participate in a group health insurance program (MESSA Choices II, with the \$5 {generic}/\$10{name brand} prescription co-pay and with a \$250/\$500 deductible) provided through the Employer.

Effective September 1, 2009, regular full-time employees and regular part-time employees working one-half (1/2) time or more, shall be eligible to participate in a group health insurance program (MESSA Choices II, with the \$10 {generic}/\$20{name brand} prescription co-pay and with a \$250/\$500 deductible) provided through the Employer.

During the 2007-2008 school year (and each subsequent year covered by this agreement), eligible employees may (if and to the extent allowed by MESSA) substitute Super Care I upon employee payment of all excess costs.

- (1) Regular full-time employees may include their eligible dependents (including an eligible spouse), and the Employer will pay the full premium for such coverage.
 - (2) For regular part-time employees (working one half [1/2] time or more), the Employer will pay the full premium for the eligible employee only (i.e. single subscriber rate); provided, however, that eligible dependents (including an eligible spouse) may be added at the employee's expense.
- b. Upon attainment of Medicare eligibility, or when Medicare Part B is elected while receiving Social Security disability benefits, the Employer shall pay its share (i.e. depending upon full-time or part-time status) of the Medicare Part B premiums.

12.02 **Group Dental Insurance.**

- a. Regular full-time employees shall be eligible to participate in a group dental insurance program (MESSA Delta Dental) provided through the Employer with the following coverage:

Class I 100% and Class II 90% with annual maximum of \$1,000
Class III 90% with annual maximum of \$2,000
Class IV 80% with lifetime maximum of \$1,500
Internal and External Coordination of Benefits

- b. Regular full-time employees may include their eligible dependents (including an eligible spouse), and the Employer will pay the full premium for such coverage.

12.03 **Group Vision Insurance.**

- a. Regular full-time employees shall be eligible to participate in a group vision insurance program (MESSA Vision Service Plan 3) provided through the Employer.
- b. Regular full-time employees may include their eligible dependents (including an eligible spouse), and the Employer will pay the full premium for such coverage.

12.04 **PAK/Non-PAK**

The District may, on an annual basis, determine whether to offer the above group health, group dental, and group vision insurance programs separately or on a "MESSA PAK" basis. Such determination shall be made and announced by the latter of: (a) June 30 or (b) thirty (30) calendar days following the District's receipt of all applicable premium rates (both PAK and Non PAK) for the following insurance year.

12.05 **Long Term Disability Insurance.**

- a. Regular full-time employees, and regular part-time employees working one-half (1/2) time or more, shall be eligible to participate in a group long term disability insurance program (MESSA Long Term Disability) provided through the Employer. The group long term disability insurance program shall be available to such employees only (and not their spouses or other eligible dependents), and shall (to the extent commercially available) include the following features or components:
- (1) 66-2/3% of salary up to a monthly maximum of \$5,000;
 - (2) Ninety (90) calendar day modified fill;
 - (3) Social Security freeze;
 - (4) Mental/nervous/alcohol/drug waiver;

- (5) Old retirement benefit;
- (6) 10% minimum benefit; and
- (7) Primary Social Security offset only.

b. The Employer will pay the full premium for such coverage.

12.06 Group Term Life Insurance.

a. Regular full-time employees, and regular part-time employees working one-half (1/2) time or more, shall be eligible to participate in a group term life insurance program (MESSA Negotiated Term Life) provided through the Employer. The group term life insurance program shall be available to such employees only (and not their spouses or other eligible dependents), and shall (to the extent commercially available) include the following features or components: (1) coverage in the amount of \$45,000 for death by natural cause; (2) accidental death and dismemberment (AD&D); and (3) waiver of premium (WOP).

b. The Employer will pay the full premium for such coverage.

12.07 Continuation/Termination of Group Insurance Benefits/Payments.

- a. Group insurance coverage pursuant to this Article shall be provided, and the Employer's contributions toward its cost shall be continued, as follows:
- (1) For eligible employees who work the full school year, such coverage and contributions shall continue during the full twelve (12) month insurance year (commencing September 1 and ending August 31).
 - (2) For eligible employees who fail to work the full school year due to termination, resignation or layoff, such coverage and contributions shall continue until the employee has received the pro-rata portion of the twelve (12) month insurance year earned at the time of termination, resignation or layoff; provided, however, that group long term disability insurance coverage and contributions shall not be continued following termination, resignation or layoff.
 - (3) For eligible employees who are unable to work due to illness or injury, such coverage and contributions shall continue during the paid sick leave and through the calendar month in which the employee's paid sick leave benefits are exhausted.
 - (4) For eligible employees who are on an unpaid leave of absence, such coverage and contributions shall continue through the calendar month in which the unpaid leave of absence commenced.
 - (5) In the event of a covered employee's death, the Employer shall continue payment of the applicable contributions for group health insurance for the employee's eligible and covered dependents (including an eligible spouse)

for the balance of the twelve (12) month insurance year (ending August 31).

- b. If an eligible employee desires to continue group insurance coverage during any period with respect to which the Employer's payment obligation does not exist or apply (e.g. during an unpaid leave of absence, etc.), the eligible employee shall have sole responsibility for making all arrangements and payments necessary for the continuation of such coverage at the employee's own expense. (This provision shall not, however, preclude an eligible employee from arranging and continuing group insurance coverage, at the employee's own expense, through the Employer's group billing process provided the employee remains eligible for such group coverage.)
- c. Furthermore, notwithstanding the fact that the Employer's contributions toward the cost of any group insurance program may be discontinued as provided above, eligible employees and/or their eligible dependents shall have such rights (if any) to extended group health insurance coverage, at their own expense, as are prescribed by the Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA-Pub. Law 99-272), as amended.

12.08 **Carriers and Benefits.**

- a. The insurance carrier(s) providing the various group insurance benefits prescribed in this Article may be changed at any time upon mutual agreement of the parties.
- b. In addition to any terms and conditions prescribed herein, all group insurance benefits provided pursuant to this Article shall be further subject to any and all terms, conditions and/or limitations (e.g. regarding eligibility, enrollment, benefits, etc.) prescribed by the particular group insurance policies and/or programs involved.

12.09 **Respective Responsibilities.**

- a. The Employer's responsibility with respect to the above group insurance benefits shall be limited to the prompt payment of its premium obligations on behalf of eligible employees. In addition, the Employer shall make group insurance information available to eligible employees, including applications and claim materials as furnished by the insurance carriers.
- b. Employees who are eligible for and/or participating in group insurance programs provided through the Employer shall be responsible for keeping the Employer informed, in writing, of any and all changes in their personal status (e.g. marital status, eligible dependents, etc.) which may affect their group insurance benefits.

12.10 **Alternate Insurance or Cash in Lieu of Health Insurance.**

- a. Employees hired prior to the 2007-2008 school year who are eligible for but do not elect group health insurance benefits provided by the Employer pursuant to this Article, may instead elect to receive a cash benefit, under the Employer's Section 125 Plan, in the amount of \$5,053.00. Employees hired for the 2007-2008 school year and thereafter, who are eligible for but do not elect group health insurance benefits provided by the Employer pursuant to this Article, may instead elect to receive a cash benefit under the Employer's Section 125 Plan, in the amount of \$3,950.00. The employee shall be responsible for his/her share of FICA taxes in accordance with the requirements of the IRS, but shall not be responsible for the Employer's share of FICA taxes.
- b. Eligible employees may purchase additional group insurance coverage at their own expense.
- c. Subject to applicable rules and regulations, employees may participate, on a salary reduction basis, in a tax deferred annuity program from a list of Board-approved annuity programs.

12.11 **Payroll Deductions.**

- a. An eligible employee's contribution toward the cost of any group insurance benefits provided pursuant to this Article shall be paid by the employee by payroll deduction; provided, however, that if an employee's pay on any occasion is not sufficient to do so, then and in such event the employee shall timely remit the required contribution to the Employer.

12.12 **Section 125 Plan.** The Allendale Public Schools Section 125 Plan (i.e. within the meaning of Section 125 of the Internal Revenue Code), effective as of April 1, 1999, shall apply to employees in accordance with the terms and conditions of said Plan. The benefit provisions of the Plan, as they pertain to bargaining unit members, shall not be altered or amended without Association approval.

ARTICLE 13
Pay Schedule and Other Benefits

13.01 **Pay Schedule Placement.** The placement of teachers on the salary schedule (Schedule "A") shall be as follows:

- a. When employing new teachers with previous teaching experience, their initial placement on the salary schedule will be determined by the Superintendent.
- b. To be eligible for the "BA+" column, a teacher must have earned 18 credit hours (from an accredited institution of higher education) after attaining the BA degree. To be eligible for this, however, a teacher must either: (i) possess a "continuing" or "professional" certificate or (ii) have at least 18 credit hours

beyond the BA degree which qualify toward a “continuing” or “professional” certificate.

- c. To be eligible for the “MA+15” column, a teacher must have earned 15 graduate level credit hours (from an accredited institution of higher education) after attaining the MA degree.
- d. Notwithstanding paragraphs (b) and (c) above, a teacher having been placed in the “BA+” or “MA+15” column prior to October 1, 1991 shall not be deprived of such placement because of paragraphs (b) and (c).
- e. To be eligible for the “MA+30” column, a teacher must have earned 30 graduate level credit hours (from an accredited institution of higher education) after attaining the MA degree.
- f. Lateral movement on the Salary Schedule (e.g. from “BA+” to “MA,” etc.) will not be made retroactively, but will instead commence effective with the first pay period following the District’s receipt of proper written verification of the teacher’s eligibility for such movement.

13.02 **Pay Schedule Advancement.** Commencing with the 2004-05 school year (i.e. based on 2003-04 work schedules), teachers shall be given full year credit advancement on the salary schedule at the beginning of each school year if they teach 50% or more the previous year. Teachers working less than 50% shall advance one-half (1/2) step on the salary schedule.

13.03 **Retirement.** Member Investment Plan (MIP) participants will have a payroll deduction in accordance with the terms of the plan as defined by M.P.S.E.R.S.

13.04 **Early Retirement Incentive.**

- a. An early retirement incentive is calculated as follows: Years of Allendale Public School service x .005 x salary base (i.e. BA base). In addition the Employer shall pay an amount equal to the M.P.S.E.R.S. health insurance retiree cost, provided however that this benefit shall not exceed \$1,000.00 per year. (This provision [M.P.S.E.R.S. health insurance maximum] shall not apply to persons having retired prior to September 1, 2004.) The employee must be receiving a M.P.S.E.R.S. regular pension and be at least age 52 to be eligible for this incentive. The incentive is recalculated each year on the current salary and health insurance cost schedules. The incentive shall be paid as part of the regular bi-weekly payroll, until the employee reaches age 62.
- b. For teachers who are eligible for a yearly payment pursuant to paragraph 13.04(a) above, the employer shall, during the first five (5) years following retirement and to the extent permitted by law, make the entire payment as an

employer contribution directly into the employee's 403 (b) account established by the employee from the Board approved list of companies as per this Agreement. Employees shall not have an option to receive cash. These payments by the District are intended to constitute employer contributions under 403(b) of the Internal Revenue Code (IRC). Any yearly payments remaining due the employee beyond five (5) years following retirement shall then be made to the employee and shall be subject to appropriate deductions and withholdings (e.g. for taxes, etc.).

- 13.05 **Retirement Service Credit (In Lieu of 13.04).** A teacher with fifteen (15) or more years of teaching service in the Allendale Public Schools who is eligible to retire under the Michigan Public School Employees Retirement System and who, at the time of retirement, has twenty-seven (27) or more but less than thirty (30) years of credited service, shall (upon retirement from the Allendale Public Schools) be eligible to have the District purchase up to three (3) years of retirement service credit according to the following schedule:

27 years of service credit - 3 years
28 years of service credit - 2 years
29 years of service credit - 1 year

The District will purchase portions of years where needed to reach 30 years of service credit. (For example, if a teacher had 27.2 years of service credit, the District would purchase 2.8 years.) The District shall not, however, purchase any service credit which would result in the teacher acquiring more than thirty (30) years of service credit; and no teacher will be reimbursed for any years of service credit already purchased by the teacher.

The retirement service credit to be purchased by the District shall be at the lowest cost available. (For example, if the teacher is eligible for prior out-of-state service credit, military service credit, etc., then the same shall be purchased to fulfill the District's obligation. If the teacher is not eligible for reduced price service credit, then the District shall fulfill its obligation by purchasing generic or universal service credit.)

Eligible teachers who elect to retire under the provisions of this section (13.05), must, as a condition of receiving any purchased service credit under section 13.05, provide the Superintendent with written notice of their retirement date and of their desire to receive such purchased service credit at least six (6) months prior to the date of their retirement. Teachers who retire and receive the purchased service credit benefits available under this section (13.05) shall not be eligible for retirement incentive benefits under Section 13.04.

Any payments made under this section will be made in accordance with applicable provisions of the Michigan Public School Employees Retirement Act and of the M.P.S.E.R.S. guidelines. The teacher shall be responsible for his/her tax liability.

- 13.06 **Tuition Reimbursement.** The Employer shall reimburse a teacher for tuition up to six semester hours per year after a permanent or continuing or professional education certificate. These hours must be approved by the administration. Payment will be made within four weeks after a grade report (evidencing successful completion) and a receipt are received. The actual cost shall not exceed the highest dollar amount per credit hour at Western Michigan University, Michigan State University or Grand Valley State University. Effective with the start of the 2007-2008 school year, the limit will be \$2,000 per employee per year.
- 13.07 **Pay Installments.** Payday shall generally be every other Friday; and teachers may annually elect, in advance of the first pay period of each school year, one of the following payment options:
- a. Twenty-one (21) bi-weekly installments; or
 - b. Twenty-six (26) bi-weekly installments (except for certain years when it will be 27).
- The payment option elected shall be irrevocable for the balance of the school year. Paychecks shall be distributed to teachers in sealed envelopes.
- 13.08 **Pay Dates During Vacation.** In the event a scheduled pay date occurs during vacation (i.e. Thanksgiving, Christmas, spring break or summer recess), the District shall, on or before the scheduled pay date, mail the paychecks and/or direct deposit stubs to teachers who make written request for such mailing to the Business Manager.
- 13.09 **Curriculum Work.** Service on a District curriculum committee shall be voluntary. Teachers working on such committee(s) shall be designated (in writing) by the Curriculum Director and shall be paid, at the hourly rate contained in Schedule B, for all documented hours of committee service (up to such limits as may be imposed by the District) occurring when school is not in session (e.g. during the summer), during duty-free lunch periods or preparation periods, and before/after the teacher's regularly scheduled work day. Curriculum committee work shall occur at such times as are determined or approved by the Curriculum Director.
- 13.10 **Certification Costs.** The District shall reimburse teachers for the fees assessed by the Michigan Department of Education for the initial professional education teaching certificate, and for subsequent renewals (required every five [5] years) of the professional education teaching certificate. This provision does not apply to the application, renewal or reinstatement of continuing, permanent, life or provisional certificates.

ARTICLE 14
Individual Contracts and Master Agreement

- 14.01 **Individual Contracts.** The individual contracts executed between teachers and the Board are subject to the terms and conditions of this Agreement and, in the event of conflict, the provisions of this Agreement shall supersede the provisions of said individual contracts.
- 14.02 **Master Agreement.** The Board shall provide each teacher with a copy of this Master Agreement.

ARTICLE 15
Miscellaneous Provisions

- 15.01 **Job Sharing.** Two tenured teachers may, subject to prior written approval by and between the Board, the teachers involved and the Association, participate in a job sharing arrangement pursuant to written terms and conditions which do not result in any extra cost or expense to the District.
- 15.02 **School Reform Plans.** If and to the extent any school reform or improvement plans, whether developed pursuant to Public Act 25 of the Michigan Public Acts of 1990 (MSA 15.4627 *et. seq.*) or otherwise, conflict with the provisions of this Agreement with respect to teachers' wages, hours and/or other terms and conditions of employment, then and in such event this Agreement shall prevail.
- 15.03 **Special Education/Least Restrictive Environment.** The following special education/least restrictive environment provisions shall apply:
- a. **Placement Information.** Any teacher who, as a result of an IEPT placement, will be providing instructional or other services for a student with a disability in a special or regular education classroom setting shall be provided with all relevant information pertaining to the student's placement in such setting as soon as reasonably possible after the IEPT at which the placement was determined.
 - b. **Problems.** If any teacher advises the District, in writing, of any reasonable basis to believe that problems exist in the implementation of a student's current IEP which negatively impact the student's educational progress and/or impede the learning progress of non-disabled students in the same classroom setting, the teacher shall have the right to call a meeting of appropriate staff to discuss the problems and possible solutions.
 - c. **Training.** The District will provide in-service (and/or other) training to teachers regarding the instruction and behavioral management of students with disabilities in general education classroom settings, and the IEPT process. All special education teachers shall (unless previously trained) be provided with training in the use of such testing materials and/or testing procedures as may be required by the District.
 - d. **IEPT Attendance.** When an IEPT is reasonably expected to result in initial placement (or continued placement) of a student in a general education

classroom, the Special Education Director will determine which teachers should be invited to participate in the IEPT. Such participation shall, however, be permitted only to the extent legally appropriate and then only to the extent appropriate classroom coverage is reasonably available.

- e. Medical Procedures. Teachers will not be required to perform clean intermittent catheterization, suctioning (nasal, oral, or deep), tracheotomy care (clean, suction, etc.), tube feeding, medication (oral, topical) related to the procedures enumerated herein, medication by gastrostomy tube, oxygen regulation or care, or similar procedures in order to maintain a student in the classroom.

15.04 **Special Education Inclusion Programs.**

To the extent a special education inclusion delivery system is used by the District in grades 2 through 5, the District and the Association shall bargain over all mandatory subjects of bargaining pertaining to the system.

15.05 **Mentor Teachers.** For purposes of complying with Section 1526 of the School Code (as amended), the following mentor teacher (“Mentor”) provisions shall apply:

- a. Mentors shall be selected and assigned by the District (i.e. administration) as follows:
 - (1) A Mentor shall be a member of the bargaining unit with tenure or with at least four (4) years of seniority.
 - (2) If, however, there are not enough qualified bargaining unit members available who agree to serve as Mentors, then a Mentor may be selected and assigned from outside the bargaining unit. As used in this Paragraph 15.05a, the term “qualified” shall mean having the training and experience (e.g. grade level and subject matter) and other characteristics (e.g. demonstrated success in teaching skills and strategies) appropriate to a mentoring assignment.

If a Mentor is selected from outside the bargaining unit, and if the Mentor has no actual instructional (i.e. student classes) responsibility in addition to his/her responsibility as a Mentor, then and in such event the Mentor shall not be a bargaining unit member.

- b. No teacher (i.e. bargaining unit member) shall be assigned or required to serve as a Mentor except on a voluntary and consensual basis.
- c. Mentors shall not be asked or required to perform teacher evaluations and shall not be required to participate in disciplinary proceedings involving the mentee.

- d. The Mentor shall serve as a master teacher for the purposes contemplated by Section 1526 of the School Code. As such, the Mentor shall provide confidential professional support, instruction and guidance to the beginning classroom teacher.
- e. The District shall, at its expense and without cost to the Mentor, provide training to a teacher who agrees to serve as a Mentor.
- f. Upon request, the administration may make available release time so the Mentor may work with the mentee in his/her assignment during the regular work day.
- g. Mentor/mentee assignments shall be made on an annual basis, and shall be subject to periodic review at the request of the Mentor, mentee, and/or the District.
- h. When a teacher is assigned and agrees to serve as a Mentor, he/she shall be paid five hundred dollars (\$500.00) per mentee assignment per school year when mentoring a first year teacher, and four hundred dollars (\$400.00) per mentee assignment per school year when mentoring a second or third year teacher.

15.06 **Bloodborne Pathogens.** The District shall in all regards, including (without limitation) the initial training of new teachers, the retraining of existing teachers, and the provision of appropriate equipment, devices and supplies (e.g. gloves, disinfectant, etc.), comply with all applicable OSHA standards pertaining to occupational exposure to bloodborne pathogens in an educational setting. The full cost of such compliance shall be borne by the District.

Furthermore, Hepatitis B vaccine shall be made available, through a provider selected by the District (e.g. County Health Department) and without cost to the teacher, for any teacher whose assignment includes rendering first aid or who has an occupational exposure to blood or other potentially infectious materials (“OPIM”), and for any teacher who renders assistance in an occupational situation involving the presence of blood or OPIM.

15.07 **Student Discipline and Administrative Support.** Recognizing that the establishment and maintenance of positive learning environments requires effective student control and discipline by classroom teachers, and that this requires support by the administration and the Board, the District will provide teachers with administrative support and assistance including (but not limited to) the following:

- a. The District shall establish rules and regulations setting forth the procedures to be utilized in disciplining, suspending, or expelling students for misbehavior. Such rules and regulations shall be distributed by the District to students, teachers and parents at the commencement of each school year.

- b. Teachers will be provided administrative support and assistance in enforcing the code of student conduct; and continued efforts will be made to assure teachers that they can teach with a minimum of disruption and abuse.

15.08 **After School Reading Program.** If the District determines, in its discretion, to offer an after school remedial reading program (reading program) in which students from Grand Valley State University (GVSU) act as volunteer tutors to District students, the following provisions shall apply:

- a. Organization and supervision of the reading program shall be provided by District teachers who shall supervise the GVSU tutors, oversee the lessons being taught, and supervise the students in the reading program.
- b. Teacher participation in the reading program shall be voluntary; and the supervising teachers shall be paid for all hours spent working on the reading program outside their regular work day.
- c. Supervising teachers shall keep a log listing the dates and times spent in the reading program outside their regular work day. These logs shall be turned in to the District's Business Office at the end of each semester (or more frequently if requested by the District) to determine the amounts to be paid. As a condition of such payment, the time spent must be approved in writing by the building administrator within limits set by the administration. Pay shall be at the hourly rate established in Schedule B. Payment shall occur as soon as reasonably possible following submission of the logs.

15.09 **Shared Time Teachers.** In the event the District determines, in its discretion, to enter into any agreements with the Allendale Christian School or other schools to provide instruction for the students of those schools, the following shall apply:

- a. Teachers hired as "shared time teachers" shall be provided with a specific schedule showing the percent of time the teacher will work in the District, and the percent of time the teacher will work in the sharing school.
- b. [Example: The District may hire a shared time art teacher to teach two-fifths (0.4) of a position. The teacher may be scheduled to provide the equivalent of one and one-half (1½) days of instruction for Allendale Christian School and one-half (½) day of instruction for the District. The specific days and hours will be determined by the District in consultation with the art teacher and Allendale Christian School.]
- c. Shared time teachers shall be considered to be in the Association's bargaining unit for all of the hours they are scheduled to work as "shared time teachers," whether in the District or in the sharing school. They shall be covered by all of the provisions of the Master Agreement between the District and the Association except as provided below.

- d. In the event that it is legally permitted, a shared time teacher may be required to provide instruction on the premises of the sharing school. In the event that on-site instruction is not legally permitted, instruction will be provided on the premises of the District. If instruction is provided on the premises of the sharing school, the teacher shall be reimbursed for mileage at the maximum rate allowable (without taxation) by the Internal Revenue Service for the miles driven between the District and the sharing school in connection with the shared time program.
- e. The shared time teacher shall follow the hours of the District when s/he is teaching in the District, and the hours of the sharing school when s/he is teaching in the sharing school.
- f. The shared time teacher shall be evaluated by the District's principal, who may request input from the administrator at the sharing school.
- g. The shared time teacher shall be scheduled for preparation time in accordance with the provisions of the Master Agreement, as if s/he were teaching his/her entire assignment in the District.
- h. The shared time teacher shall be expected to attend parent-teacher conferences in both school districts.
- i. In the event a shared time program is discontinued at the end of the school year, the layoff provisions contained in Article 10 of the Master Agreement shall apply.
- j. In the event a shared time program is discontinued during the school year, the provisions contained in Article 10 of the Master Agreement shall apply, except as follows:
 - (1) The provision for a 30-day layoff notice may be shortened to fifteen (15) days;
 - (2) If the program is discontinued after the school year has begun, the shared time teacher may be laid off. In that event, in order to avoid disruption to other classes, the shared time teacher will not be offered an opportunity to bump during that school year. Instead, the opportunity to bump will be deferred, to be exercised by the shared time teacher at the end of that school year for the following school year.
 - (3) In the event the shared time teacher is laid off, s/he will be assigned to the first vacancy for which s/he is certified and qualified, in accordance with the provisions of the Master Agreement.

15.10 ESEA (No Child Left Behind Act)

- a. The District shall notify each teacher in writing by October 1 of each year of their “highly qualified” status under the No Child Left Behind Act (“NCLB”) for his /her current school year teaching assignment. The Association shall be provided a copy of each notice. It is the responsibility of each teacher to properly and timely fill out any forms the District may require and submit to the District verification of any tests or courses passed which are relevant to his/her “highly qualified” status.
- b. The District and the Association share a common interest in seeing that all members of the teaching staff who must obtain “highly qualified” status under the NCLB do so. In achieving that goal, teachers shall become “highly qualified” based on the “highly qualified” model or models selected by the District (that includes the high objective uniform state standards of evaluation [HOUSSE] process) from among those approved by both the United States Department of Education and the Michigan Department of Education.
- c. If any actions required by the Board or District under NCLB result in a duty to bargain under the Public Employment Relations Act, bargaining shall be initiated by the parties in a time frame sufficient to allow a reasonable opportunity for bargaining prior to the deadlines specified in the NCLB.
- d. A teacher who is required as of the end of the 2005-06 school year to be “highly qualified” (as defined by the NCLB and the Michigan Department of Education) for his/her teaching assignment under the NCLB and is not “highly qualified” for his/her teaching assignment shall be granted the first vacancy he/she applies for if he/she is fully qualified and fully certificated for the vacancy. If there is no vacancy for which said teacher is fully qualified and fully certificated and the district determines not to continue the teacher’s current assignment, said teacher shall be placed on layoff and is subject to recall to a vacancy said teacher is fully qualified and fully certificated to fill. As used in the Section, the terms “fully qualified” and “fully certificated” include being “highly qualified.” In the event of conflict between the provisions of this Section and the vacancy, layoff, and/or recall provisions of this Agreement, the provisions of this Section shall supercede and take precedence over such other vacancy, layoff and/or recall provisions.
- e. For the purposes of this Section, reference to “NCLB” shall include the state companion legislation together with all applicable regulations promulgated under either the federal or state statutes.

ARTICLE 16
School Social Workers

- 16.01 School social workers who are employed by the District and are in the bargaining unit (and therefore subject to this Agreement), pursuant to the “Recognition” clause of this Agreement (e.g. ¶2.01(c)) shall be subject to the special terms and conditions contained in this Article.

- 16.02 School social workers shall satisfy all applicable certification and/or licensure requirements.
- 16.03 School social workers shall be covered by the provisions of the Master Agreement except as follows:
- a. Article 6 (Teacher Evaluations): The District may modify the evaluation provisions and form to provide for reasonable evaluation of the school social workers.
 - b. Paragraph 7.01 (Class Size) shall not apply.
 - c. Paragraph 7.02 (Hours) shall not apply; provided, however, that school social workers shall not be regularly scheduled for more than an average of seventy-five (75) hours per two week pay period.
 - d. Paragraph 7.03 (Prep Time) shall not apply.
 - e. Paragraph 7.04 (Secondary Preparations) shall not apply.
 - f. Paragraph 7.08 (Lesson Plans) shall not apply.
 - g. Paragraph 8.05 (Grade or Subject Assignment) shall not apply.
 - h. Paragraph 10.02 (Definitions) shall not apply.
 - i. Paragraph 10.05 (Priority as Substitutes) shall not apply; provided, however, that said Paragraph shall apply to a laid off school social worker only if the school social worker is also certified and qualified to substitute.
 - j. Other provisions of the Master Agreement shall not apply to school social workers if the terms of such other provisions expressly exclude school social workers. If the District and the Association agree to additional contract provisions that are clearly and obviously inapplicable to school social workers, such provisions shall not apply to the school social workers.
- 16.04 The normal working schedule for school social workers will be determined by the District and may differ from the working schedule of its certified teachers; provided, however, that school social workers shall not (in any school year) be required to commence work sooner than the teacher starting date or to continue working beyond the teacher ending date.
- 16.05 School social workers shall be deemed probationary employees during the first four (4) full school years of their employment with the District.
- 16.06 School social workers shall not acquire tenure with the District in the position of school social worker.

ARTICLE 17
Grievance Procedure

- 17.01 **Definition:** A grievance shall be defined as a written complaint filed by a teacher, group of teachers, or the Association based on an alleged violation of the provisions of this Agreement. The term “grievant” shall mean the teacher(s) and/or Association filing the grievance.
- 17.02 **Exclusions:** Notwithstanding the foregoing definition, it is understood and agreed that the following matters are not subject to and may not be processed under the grievance procedure contained in this Agreement:
- a. Teacher evaluations, except with respect to procedural violations.
 - b. The non-renewal of any probationary teacher.
 - c. Non-appointment or non-reappointment of any teacher on extra-curricular assignment (e.g. Schedule “B”).
 - d. The discharge or demotion of any tenured teacher, or any other matter appealable to the State Tenure Commission, where the teacher has filed an appeal with, or continues to have a right of appeal to, the State Tenure Commission. A teacher who does not elect to exercise his/her rights under the Teacher Tenure Act shall have the right to grieve (provided the matter is otherwise grievable).
- 17.03 **General Provisions:**
- a. All documents, communications, and records dealing with a grievance shall be filed separately from the personnel files of the participants.
 - b. Nothing contained herein shall be construed as limiting the right of a grievant to discuss a matter informally with any appropriate member of the administration or Board in an effort to resolve the matter without recourse to the grievance procedure.
 - c. No reprisals of any kind will be taken by or against any party or participant in the grievance procedure by reason of his/her good faith participation.
 - d. The term “days,” as used in this grievance procedure shall mean and refer to school days (i.e. days when students are scheduled to be in attendance).
 - e. The number of days indicated at each level of the grievance procedure shall be considered a maximum, and the parties shall attempt to expedite the process when reasonably possible. The time limits contained in the grievance procedure may be compressed or extended, in writing, by mutual consent.

- f. A grievance which is not timely filed or appealed shall be considered as dropped or abandoned, and may not thereafter be processed. In the event the administration fails or neglects to issue a timely answer or response, the grievance will be deemed to have been denied and may be appealed to the next level.

17.04 **Specific Procedures:** In addition to the foregoing, the following specific procedures shall be followed:

Level One - Immediate Supervisor:

- a. A grievance must be in writing, and must be filed with the principal or appropriate administrator and the Association within thirty (30) days following occurrence of the grievable event, or within thirty (30) days following the time when it was detected, but in no event later than sixty (60) days following occurrence of the grievable event.

The written grievance shall be written on the grievance form attached hereto as Schedule "D" and must:

- (1) Be identified as "individual" or "Association," and shall be signed by the grievant;
 - (2) Identify the specific provision(s) of this Agreement which have been allegedly violated;
 - (3) State the facts supporting the alleged violation; and
 - (4) Specify the relief requested.
- b. Within ten (10) days following receipt of the grievance, the principal or appropriate administrator shall meet with the grievant and/or the Association to hear and discuss the grievance.
 - c. Within ten (10) days following the meeting at Level One, the principal or appropriate administrator shall issue a written response to the grievance and provide a copy of the same to the grievant and the Association.

Level Two - Superintendent:

- a. If a grievance is not satisfactorily resolved at Level One, the grievant may appeal it to the Superintendent, in writing, within ten (10) days following receipt of the Level One written answer (or following the time when it should have been received if it was not timely received).
- b. Within ten (10) days following receipt of the grievance, the Superintendent shall meet with the grievant and/or the Association to hear and discuss the grievance.

- c. Within ten (10) days following the meeting at Level Two, the Superintendent shall render a written decision on the grievance and provide a copy of the same to the grievant and the Association.

Level Three - Board:

- a. If a grievance is not satisfactorily resolved at Level Two, the grievant may appeal it to the Board, in writing, within ten (10) days following receipt of the Level Two written answer (or following the time when it should have been received if it was not timely received). The written appeal to Level Three (Board) shall, however, be filed with the Superintendent.
- b. Within thirty (30) days of the receipt of the grievance, the Board shall meet with the grievant and/or the Association to hear and discuss the grievance. The meeting shall be open or closed, at the option of the grievant (but only to the extent permitted by the Open Meetings Act).
- c. Within twenty (20) days following the meeting at Level Three, the Board shall render a written decision on the grievance and provide a copy of the same to the grievant and the Association.
- d. Individual grievant(s) shall not have the right to process a grievance beyond this level. Only the Association may appeal grievances beyond Level Three.

Level Four - Arbitration Panel:

- a. If a grievance is not satisfactorily resolved at Level Three, the Association (but not an individual grievant) may appeal it to a three (3) member Arbitration Panel, in writing, within thirty (30) days following receipt of the Level Three written answer (or following the time when it should have been received if it was not timely received). The written appeal to Level Four (Arbitration Panel) shall be filed with the Superintendent and with the American Arbitration Association (AAA). The rules and procedures of the AAA shall (to the extent consistent with the provisions of this Agreement) apply to the arbitration proceedings under this Agreement.
- b. All arbitration proceedings at Level Four (Arbitration Panel) shall be subject to all of the following terms and conditions:
 - (1) The Board and the Association shall each appoint one (1) member to the Arbitration Panel. Such appointees shall be residents of the District, shall be eighteen (18) years of age or older, shall not be or have been employed by either the Board or the MEA, and shall not be either a present or past member of the Board or the MEA. No such appointee shall be compelled to serve against his/her will; and all such appointees shall serve without fee or remuneration, except that an appointee may be reimbursed (by the

party having made the appointment) for expenses reasonably incurred by the appointee in serving on the Arbitration Panel.

- (2) The third member of the Arbitration Panel shall be selected and appointed in accordance with the rules and procedures of the American Arbitration Association (AAA). The person appointed by the AAA shall chair or preside over the Level Four hearing before the Arbitration Panel. The cost or expense of the person appointed by the AAA shall be shared equally by the District and the Association, but any costs or expenses individually incurred by the parties shall be borne by the party incurring the cost or expense.
- (3) The Arbitration Panel shall issue a written decision and provide a copy of the same to the Board and the Association. A majority decision by the three (3) member Arbitration Panel, if within its scope of authority (as herein prescribed and limited), shall be final and binding and judgment thereon may be entered in any court of competent jurisdiction.
- (4) Not more than one (1) grievance shall be heard by the Arbitration Panel at any one time, except by mutual agreement of the parties.
- (5) The Arbitration Panel shall have no authority to add to, subtract from, disregard, alter or modify any provision(s) of this Agreement.
- (6) The Arbitration Panel shall not change or alter any policies, rules and/or actions of the District which are not specifically in violation of this Agreement, it being understood that any matter not specifically set forth herein remains within the reserved rights of the District.
- (7) The Arbitration Panel shall not hear any grievance previously barred from the scope of the grievance procedure.
- (8) The Arbitration Panel shall not make any adjustment or settlement of a grievance retroactive beyond the date of the grievable occurrence. No decision in any one case shall require retroactive adjustment in any other case.
- (9) The Arbitration Panel shall not award any punitive damages.
- (10) Any compensation award shall be subject to the retroactivity limitations prescribed herein.
- (11) The Arbitration Panel shall have no authority to award new salary schedules or to otherwise modify established salary schedules.

ARTICLE 18
Duration of Agreement

- 18.01 This Agreement shall take effect on July 16, 2007, and shall thereafter remain in full force and effect, without change, addition or amendment (except by mutual agreement), from said date to June 30, 2011 at 11:59 p.m.
- 18.02 Notwithstanding the effective date prescribed in Paragraph 18.01 above, Schedule "A" (Salary Schedule) and Schedule "B" (Extra Curricular Pay) and the Community Ed./Adult Ed. hourly rates in Paragraph 2.01,b.,(1), shall be paid retroactively for the 2006-2007 school year to all bargaining unit members employed on the date of ratification (i.e. July 11, 2007) and to all 2006-2007 retirees; provided, however, that Schedule "B" retroactivity will only be paid to employees who were paid on Schedule "B" in 2006-2007 and who remain in the District's employment on the effective date of this Agreement (unless such employees retired with MPSERS benefit eligibility during or after the 2006-2007 school year).

ALLENDALE EDUCATION
ASSOCIATION, MEA-NEA

BOARD OF EDUCATION
(ALLENDALE PUBLIC SCHOOL)

By _____
Its President

By _____
Its President

By _____
Its Secretary

By _____
Its Secretary

By _____
Negotiating Committee Member

By _____
Superintendent of Schools

By _____
Negotiating Committee Member

By _____
Negotiating Committee Member

By _____
Negotiating Committee Member

By _____
MEA UniServ Director

Schedule A*
Allendale Public School District
2006-2007 Teacher Salary Schedule

Step	BA SALARY	BA+ SALARY	MA SALARY	MA+15 SALARY	MA+30 SALARY
1	\$35,642	\$36,294	\$38,242	\$39,507	\$40,296
2	\$37,445	\$38,038	\$40,152	\$41,481	\$42,338
3	\$39,247	\$39,783	\$42,062	\$43,457	\$44,379
4	\$41,049	\$41,528	\$43,972	\$45,432	\$46,420
5	\$42,851	\$43,272	\$45,880	\$47,408	\$48,460
6	\$44,632	\$45,016	\$47,924	\$49,530	\$50,546
7	\$46,413	\$46,760	\$49,969	\$51,654	\$52,633
8	\$48,193	\$48,503	\$52,013	\$53,777	\$54,719
9	\$49,974	\$50,247	\$54,057	\$55,900	\$56,805
10	\$51,754	\$51,990	\$56,099	\$58,022	\$58,890
11	\$52,538	\$53,222	\$57,568	\$59,424	\$60,486
12	\$53,322	\$54,454	\$59,039	\$60,827	\$62,082
13	\$54,107	\$55,686	\$60,509	\$62,229	\$63,678
14	\$54,891	\$56,919	\$61,978	\$63,631	\$65,275
15	\$55,677	\$58,153	\$63,449	\$65,032	\$66,870
16	\$56,025	\$58,574	\$63,931	\$65,420	\$67,436
17	\$56,372	\$58,996	\$64,414	\$65,809	\$68,001
18	\$56,720	\$59,417	\$64,897	\$66,198	\$68,567
19	\$57,067	\$59,838	\$65,380	\$66,586	\$69,133
20	\$57,416	\$60,260	\$65,863	\$66,974	\$69,699
21	\$57,679	\$60,596	\$66,458	\$67,613	\$70,873
22	\$57,942	\$60,934	\$67,052	\$68,254	\$72,046
23	\$58,207	\$61,271	\$67,647	\$68,893	\$73,220
24	\$58,470	\$61,609	\$68,241	\$69,533	\$74,393
25	\$58,732	\$61,946	\$68,833	\$70,174	\$75,568

* See Article 13.01 of Master Agreement

Schedule A-1*
Allendale Public School District
Initial 2007-2008 Teacher Salary Schedule**

	BA	BA+	MA	MA+15	MA+30
Step	SALARY	SALARY	SALARY	SALARY	SALARY
1	\$35,820	\$36,475	\$38,433	\$39,705	\$40,497
2	\$37,632	\$38,228	\$40,353	\$41,688	\$42,550
3	\$39,443	\$39,982	\$42,272	\$43,674	\$44,601
4	\$41,254	\$41,736	\$44,192	\$45,659	\$46,652
5	\$43,065	\$43,488	\$46,109	\$47,645	\$48,702
6	\$44,855	\$45,241	\$48,164	\$49,778	\$50,799
7	\$46,645	\$46,994	\$50,219	\$51,912	\$52,896
8	\$48,434	\$48,746	\$52,273	\$54,046	\$54,993
9	\$50,224	\$50,498	\$54,327	\$56,180	\$57,089
10	\$52,013	\$52,250	\$56,379	\$58,312	\$59,184
11	\$52,801	\$53,488	\$57,856	\$59,721	\$60,788
12	\$53,589	\$54,726	\$59,334	\$61,131	\$62,392
13	\$54,378	\$55,964	\$60,812	\$62,540	\$63,996
14	\$55,165	\$57,204	\$62,288	\$63,949	\$65,601
15	\$55,955	\$58,444	\$63,766	\$65,358	\$67,204
16	\$56,305	\$58,867	\$64,251	\$65,747	\$67,773
17	\$56,654	\$59,291	\$64,736	\$66,138	\$68,341
18	\$57,004	\$59,714	\$65,221	\$66,529	\$68,910
19	\$57,352	\$60,137	\$65,707	\$66,919	\$69,479
20	\$57,703	\$60,561	\$66,192	\$67,309	\$70,047
21	\$57,967	\$60,899	\$66,790	\$67,951	\$71,227
22	\$58,232	\$61,239	\$67,387	\$68,595	\$72,406
23	\$58,498	\$61,577	\$67,985	\$69,237	\$73,586
24	\$58,762	\$61,917	\$68,582	\$69,881	\$74,765
25	\$59,026	\$62,256	\$69,177	\$70,525	\$75,946

* See Article 13.01 of Master Agreement

** Adjustments may be required based on the following 2007-2008 Contingent Wage Adjustment Formula

1. Initial 2007-2008 Salary Schedule

Each step of each column of the 2006-2007 Salary Schedule shall be increased by no less than 0.5%, which shall be the initial increase calculated, and (subject to the following formula) by no more than 2.5%.

Possible Adjustment to 2007-2008 Salary Schedule :

2. Contingent Wage Adjustment Formula:

Wage Adjustment Formula

$$\frac{\text{Net Total State School Aid Received for 2007-2008 School Year Under the State School Aid Act}}{\text{Net Total State School Aid Received for 2006-2007 School Year Under the State School Aid Act}} = \% \text{ Change}$$

3. Definitions:

- a. “Net Total State School Aid” shall consist of the Foundation Grant multiplied by the blended student count (currently 75% of the fall student count plus 25% of the previous February student count) as shown on the State Aid Status Report published by the Michigan Department of Education for the applicable school year. Categorical aid or other state aid that has restricted use shall not be included as Net Total State School Aid. Any proration or reduction of state funding shall be a reduction of Net Total State School Aid under this calculation for the school year for which the proration is attributed.
- b. “% Change” shall be the percentage resulting from the above formula which may be applied to each step of each column of the teacher salary schedule, subject to any minimum and/or maximum percentage otherwise specified in this Agreement.

4. Implementation of Wage Adjustment Formula

If the percentage change from the formula is greater than the minimum percent increase made on the 2007-2008 Salary Schedule as specified in paragraph 1 above:

- a. The 2007-2008 Salary Schedule shall be recalculated prior to June 30, 2008 to reflect that each step of each column from the 2006-2007 Salary Schedule is increased by the percentage change calculated from the Wage Adjustment Formula, subject to the maximum increase specified in paragraph 1 above.

- b. Any recalculation applied to the 2007-2008 Salary Schedule shall be fully retroactive for the 2007-2008 school year.
 - c. If a proration or reduction of state funding shall occur after any recalculation of the 2007-2008 Salary Schedule under this formula, where such proration or reduction is attributed to the 2007-2008 school year, the 2007-2008 Salary Schedule shall be recalculated once again and any resulting reduction shall be recouped by the District by reducing the salary increase for the next succeeding year.
5. If the percentage change from the formula or from any recalculation due to proration or reduction of state funding (as provided for hereunder), whichever is lower, is less than the minimum percent increase made on the 2007-2008 Salary Schedule as specified in paragraph 1 above, there shall be no adjustment to the 2007-2008 Salary Schedule pursuant to the formula.
6. If the State of Michigan changes the per pupil funding structure for Michigan's K-12 Public Schools in such a way as to render the calculation or application of the Wage Adjustment Formula to be materially different from that intended under this Agreement, the parties agree to bargain over changes needed in the Wage Adjustment Formula in paragraph 2 above.

SCHEDULE A-2
Allendale Public School District
2008-2009 Teacher Salary Schedule

1. Initial 2008-2009 Salary Schedule

Each step of each column of the final 2007-2008 Salary Schedule shall be increased by no less than 0.5%, which shall be the initial increase calculated, and (subject to the following formula) by no more than 2.5%.

Possible Adjustment to 2008-2009 Salary Schedule :

2. Contingent Wage Adjustment Formula:

Wage Adjustment Formula

$$\frac{\text{Net Total State School Aid Received for 2008-2009 School Year Under the State School Aid Act}}{\text{Net Total State School Aid Received for 2007-2008 School Year Under the State School Aid Act}} = \% \text{ Change}$$

3. Definitions:

- a. "Net Total State School Aid" shall consist of the Foundation Grant multiplied by the blended student count (currently 75% of the fall student count plus 25% of the previous February student count) as shown on the State Aid Status Report published by the Michigan Department of Education for the applicable school year. Categorical aid or other state aid that has restricted use shall not be included as Net Total State School Aid. Any proration or reduction of state funding shall be a reduction of Net Total State School Aid under this calculation for the school year for which the proration is attributed.
- b. "% Change" shall be the percentage resulting from the above formula which may be applied to each step of each column of the teacher salary schedule, subject to any minimum and/or maximum percentage otherwise specified in this Agreement.

4. Implementation of Wage Adjustment Formula

If the percentage change from the formula is greater than the minimum percent increase made on the 2008-2009 Salary Schedule as specified in paragraph 1 above:

- a. The 2008-2009 Salary Schedule shall be recalculated prior to June 30, 2009 to reflect that each step of each column from the 2007-2008 Salary

Schedule is increased by the percentage change calculated from the Wage Adjustment Formula, subject to the maximum increase specified in paragraph 1 above.

- b. Any recalculation applied to the 2008-2009 Salary Schedule shall be fully retroactive for the 2008-2009 school year.
 - c. If a proration or reduction of state funding shall occur after any recalculation of the 2008-2009 Salary Schedule under this formula, where such proration or reduction is attributed to the 2008-2009 school year, the 2008-2009 Salary Schedule shall be recalculated once again and any resulting reduction shall be recouped by the District by reducing the salary increase for the next succeeding year.
5. If the percentage change from the formula or from any recalculation due to proration or reduction of state funding (as provided for hereunder), whichever is lower, is less than the minimum percent increase made on the 2008-2009 Salary Schedule as specified in paragraph 1 above, there shall be no adjustment to the 2008-2009 Salary Schedule pursuant to the formula.
6. If the State of Michigan changes the per pupil funding structure for Michigan's K-12 Public Schools in such a way as to render the calculation or application of the Wage Adjustment Formula to be materially different from that intended under this Agreement, the parties agree to bargain over changes needed in the Wage Adjustment Formula in paragraph 2 above.

SCHEDULE A-3
Allendale Public School District
2009-2010 Teacher Salary Schedule

1. Initial 2009-2010 Salary Schedule

Each step of each column of the final 2008-2009 Salary Schedule shall be increased by no less than 1.0%, which shall be the initial increase calculated, and (subject to the following formula) by no more than 2.5%.

Possible Adjustment to 2009-2010 Salary Schedule :

2. Contingent Wage Adjustment Formula:

Wage Adjustment Formula

Net Total State School Aid Received for 2009-2010 School Year
Under the State School Aid Act
----- = % Change
Net Total State School Aid Received for 2008-2009 School Year
Under the State School Aid Act

3. Definitions:

- a. "Net Total State School Aid" shall consist of the Foundation Grant multiplied by the blended student count (currently 75% of the fall student count plus 25% of the previous February student count) as shown on the State Aid Status Report published by the Michigan Department of Education for the applicable school year. Categorical aid or other state aid that has restricted use shall not be included as Net Total State School Aid. Any proration or reduction of state funding shall be a reduction of Net Total State School Aid under this calculation for the school year for which the proration is attributed.
- b. "% Change" shall be the percentage resulting from the above formula which may be applied to each step of each column of the teacher salary schedule, subject to any minimum and/or maximum percentage otherwise specified in this Agreement.

4. Implementation of Wage Adjustment Formula

If the percentage change from the formula is greater than the minimum percent increase made on the 2009-2010 Salary Schedule as specified in paragraph 1 above:

- a. The 2009-2010 Salary Schedule shall be recalculated prior to June 30, 2010 to reflect that each step of each column from the 2008-2009 Salary

Schedule is increased by the percentage change calculated from the Wage Adjustment Formula, subject to the maximum increase specified in paragraph 1 above.

- b. Any recalculation applied to the 2009-2010 Salary Schedule shall be fully retroactive for the 2009-2010 school year.
 - c. If a proration or reduction of state funding shall occur after any recalculation of the 2009-2010 Salary Schedule under this formula, where such proration or reduction is attributed to the 2009-2010 school year, the 2009-2010 Salary Schedule shall be recalculated once again and any resulting reduction shall be recouped by the District by reducing the salary increase for the next succeeding year.
5. If the percentage change from the formula or from any recalculation due to proration or reduction of state funding (as provided for hereunder), whichever is lower, is less than the minimum percent increase made on the 2009-2010 Salary Schedule as specified in paragraph 1 above, there shall be no adjustment to the 2009-2010 Salary Schedule pursuant to the formula.
 6. If the State of Michigan changes the per pupil funding structure for Michigan's K-12 Public Schools in such a way as to render the calculation or application of the Wage Adjustment Formula to be materially different from that intended under this Agreement, the parties agree to bargain over changes needed in the Wage Adjustment Formula in paragraph 2 above.

SCHEDULE A-4
Allendale Public School District
2010-2011 Teacher Salary Schedule

1. Initial 2010-2011 Salary Schedule

Each step of each column of the final 2009-2010 Salary Schedule shall be increased by no less than 1.0%, which shall be the initial increase calculated, and (subject to the following formula) by no more than 2.5%.

Possible Adjustment to 2010-2011 Salary Schedule :

2. Contingent Wage Adjustment Formula:

Wage Adjustment Formula

$$\frac{\text{Net Total State School Aid Received for 2010-2011 School Year Under the State School Aid Act}}{\text{Net Total State School Aid Received for 2009-2010 School Year Under the State School Aid Act}} = \% \text{ Change}$$

3. Definitions:

- a. "Net Total State School Aid" shall consist of the Foundation Grant multiplied by the blended student count (currently 75% of the fall student count plus 25% of the previous February student count) as shown on the State Aid Status Report published by the Michigan Department of Education for the applicable school year. Categorical aid or other state aid that has restricted use shall not be included as Net Total State School Aid. Any proration or reduction of state funding shall be a reduction of Net Total State School Aid under this calculation for the school year for which the proration is attributed.
- b. "% Change" shall be the percentage resulting from the above formula which may be applied to each step of each column of the teacher salary schedule, subject to any minimum and/or maximum percentage otherwise specified in this Agreement.

4. Implementation of Wage Adjustment Formula

If the percentage change from the formula is greater than the minimum percent increase made on the 2010-2011 Salary Schedule as specified in paragraph 1 above:

- a. The 2010-2011 Salary Schedule shall be recalculated prior to June 30, 2011 to reflect that each step of each column from the 2009-2010 Salary Schedule is increased by the percentage change calculated from the Wage Adjustment Formula, subject to the maximum increase specified in paragraph 1 above.
- b. Any recalculation applied to the 2010-2011 Salary Schedule shall be fully retroactive for the 2010-2011 school year.

- c. If a proration or reduction of state funding shall occur after any recalculation of the 2010-2011 Salary Schedule under this formula, where such proration or reduction is attributed to the 2010-2011 school year, the 2010-2011 Salary Schedule shall be recalculated once again and any resulting reduction shall be recouped by the District by reducing the salary increase for the next succeeding year.
5. If the percentage change from the formula or from any recalculation due to proration or reduction of state funding (as provided for hereunder), whichever is lower, is less than the minimum percent increase made on the 2010-2011 Salary Schedule as specified in paragraph 1 above, there shall be no adjustment to the 2010-2011 Salary Schedule pursuant to the formula.
6. If the State of Michigan changes the per pupil funding structure for Michigan's K-12 Public Schools in such a way as to render the calculation or application of the Wage Adjustment Formula to be materially different from that intended under this Agreement, the parties agree to bargain over changes needed in the Wage Adjustment Formula in paragraph 2 above.

SCHEDULE B
Allendale Public School
Extra-Curricular Pay Schedule

ASSIGNMENT	PERCENTAGE RANGES
Football	
Varsity	12 – 16
Junior Varsity.....	6 – 10
Assistant (2).....	5 – 7
Cross Country.....	5 – 7
Middle School Cross Country	1 – 2
Golf.....	5 – 7
JV Golf	1 - 2
Soccer (Junior High).....	3 – 5
Soccer (JV)	3 - 5
Soccer (Varsity) (effective 2007-2008).....	5 - 7
Basketball	
Varsity	12 – 16
Junior Varsity.....	6 – 10
Freshmen	4 – 6
8th Grade	3 – 5
7th Grade	3 – 5
With 2 “Split Teams” in Middle School.....	1 added coach
Wrestling	
Varsity	12 – 16
Assistant Varsity	3 – 5
Junior High.....	3 – 5
Assistant Middle School	2 - 4%
Volleyball	
Varsity	6 – 10
Junior Varsity	3 – 5
Freshman	3 – 4
8th Grade	2 – 4
7th Grade	2 – 4
With 2 “Split Teams” in Middle School.....	1 added coach
Baseball/Softball	
Varsity	6 – 10
Junior Varsity	3 – 5

ASSIGNMENT	PERCENTAGE RANGES
Freshman Softball	2 – 4
Track	
Boys Varsity	6 – 10
Girls Varsity.....	6 – 10
Boy's Middle School Track	2 – 4
Girl's Middle School Track	2 – 4
Tennis	5 – 7
Cheerleading	
Varsity Fall.....	3 – 5
Varsity Winter	6 – 8
Junior Varsity Fall.....	2 – 4
Junior Varsity Winter.....	3 – 5
Junior High	2 – 3
Band	6 – 10
Color Guard Sponsor – Marching Band.....	2 – 3
Band Camp	Hourly Rate
Audio Visual Maintenance Coordinator	6 – 10
High School Annual	3 – 5
Middle School Annual	*2, 3
Secondary (6-12) Vocal Music	6 – 10
Elementary Vocal	*3, 4
Elementary Art Fair Coordinator	2
Drama Club Sponsor	2
High School Student Congress.....	*3, 4
Middle School Student Congress.....	*2, 3
National Honor Society	2
Youth in Government	2
High School Science Olympiad	6
High School Science Olympiad Assistant.....	3
Middle School Science Olympiad	6
Middle School Science Olympiad Assistant.....	3

ASSIGNMENT	PERCENTAGE RANGES
Middle School Homework Center	Hourly Rate
High School Success Center (effective 2007-08)	Hourly Rate
Gifted and Talented	Hourly Rate
High School Quiz Bowl (in school competition) (w/regional competition)	2 + .5
Plays (one per year)	5 (2% Ass't)
Musicals (one per year)	6 (2% Ass't)
Class Advisors	
Seniors (2 positions)	2 (each)
Juniors (2 positions)	2 (each)
Sophomores (1)	2
Freshmen (1)	2
Drivers Training	\$25.80/hr (2006-07) fully retro. \$25.93/hr (2007-08)** (2008-09)** (2009-2010)** (2010-2011)**
Lunch Supervision	\$17.64/hr (2006-2007) fully retro. \$17.73/hr (2007-2008)** (2008-2009)** (2009-2010)** (2010-2011)**
Intramurals (High School)**	\$17.64/hr (2006-2007) fully retro.
Intramurals (Middle School and Elem. School) effective 2007-2008	\$17.73/hr (2007-2008)** (2008-2009)** (2009-2010)** (2010-2011)**

** Increase to match final formula for each year.

FOOTNOTES:

1. All percentages are of the BA Base Salary. Increments (within ranges) are as follows:
 - (a) Progression within 2% ranges is at ½% per year of assignment.
 - (b) Progression within 4% ranges is at 1% per year of assignment.
 - (c) Ranges designated (*) are at the first figure for the first year of assignment and the second figure for each of the succeeding years in the assignment.
 - (d) Progression within 1% ranges is at ½% per year of assignment.

2. Any teacher in a single Allendale coaching position for ten (10) years or more shall receive an additional 1% of the BA Base, added to the above stipends. Thereafter, an additional 1% shall be added after 15, 20, and 25 years, and every five (5) years more.

3. An additional \$400.00 shall be paid to the driver training administrator.
4. The term “hourly rate” as used above shall be:
 - 2006-2007: \$23.74 (fully retro)
 - 2007-2008: \$23.86 **
 - 2008-2009: \$**
 - 2009-2010: \$**
 - 2010-2011: \$**
5. Decisions regarding whether or not to have “split teams,” and the number (if any) of “split teams” at the Middle School shall be made by the Athletic Director.
6. The Intramural rates, at all levels (Elementary through High School), are payable only for assignments which are before or after the regular school day and which are not part of the employee’s regular schedule.

[All Schedule B is fully retro for 2006-2007 only as provided in Paragraph 18.02 of this Agreement.]

** (Increase to match final formula for each year).

SCHEDULE C**Elementary and Middle School Calendar
2007-2008**

Aug. 27,28,29	Mon-Wed	Professional Development- All Staff Report
Aug. 28	Tuesday	Evergreen and Springview Open House and Orientation 6:30-8 PM
Sept. 4	Tuesday	First day of School- 5th-8 th Orientation- 6:30- 8 PM
Oct. 23	Tuesday	Parent/Teacher Conferences- 5th-8th- 5:30-8 PM- Full Day of School
Oct. 25	Thursday	Parent/Teacher Conferences- 5th- 1- 3 PM & 5- 8 PM 6th-8th- 12:30- 3 PM & 5:30- 8 PM- Half Day AM
Nov. 6	Tuesday	Parent/Teacher Conferences- DK-4- 1- 3:30 PM & 5:30-8 PM Half Day for Students AM
Nov. 8	Thursday	Parent/Teacher Conferences- DK-4- 5:30- 8 PM- Full Day of School
Nov. 9	Friday	DK-4 No School
Nov. 21, 22, 23	Wed- Fri.	Thanksgiving Vacation- No School-DK-8
Dec. 24- Jan.4	Mon.- Fri.	Christmas Break- No School- DK-8
Jan. 7	Monday	School Resumes-DK-8
Jan. 18	Friday	Records Day- DK-8 Staff Report- No School for Students
Feb. 7	Thursday	Parent/Teacher Conferences- 5th- 1-3 PM & 5- 8 PM 6th-8th- 12:30- 3 PM & 5:30- 8 PM- Half Day AM
Feb. 15,18	Fri. & Mon.	Mid-Winter Break- No School- DK-8
Feb. 19	Tuesday	DK-4, Professional Development Day- Staff Reports-DK-4 No School
March 11	Tuesday	Parent/Teacher Conferences- DK-4- 1- 3:30 PM & 5:30- 8 PM Half Day for Students in AM
April 4-11	Fri.- Fri.	Spring Break- No School- DK-8
April 14	Monday	School Resumes- DK-8
May 26	Monday	Memorial Day- No School
June 5 & 6	Thur.- Fri.	Records days- DK-8- Students Half Days AM
June 6	Friday	Last day of School- DK-8

Professional Development- DK- 8th- Aug. 27, 28, 29 /
DK- 4th Feb. 19th

one day outside of the District & at least 6 staff meetings

The calendar is contingent upon the District's ability to count professional development time to satisfy instructional requirements. If and to the extent professional development time is not allowed to be counted for this purpose, then the additional time required will be made up without additional compensation.

High School Calendar 2007-2008

Aug. 27, 28, 29	Mon.- Wed.	Professional Development- All Staff Report
Sept. 4	Tuesday	First Day of School
Sept. 5	Wednesday	High School Orientation- 6:30-8 PM
Oct.22 & 25	Mon. & Thur.	Parent/Teacher Conferences- 5:30-8 PM- Full Day(s) of School
Nov. 19 & 20	Mon. & Tues.	Student Half Days AM- Exams
Nov. 21-23	Wed.- Fri.	Thanksgiving Vacation- No School
Dec. 24- Jan. 4	Mon.- Fri.	Christmas Break- No School
Jan. 7	Monday	School Resumes
Feb. 4 &7	Mon. & Thur	Parent/Teacher Conferences- 5:30- 8 PM- Full Day(s) of School
Feb. 15, 18	Fri. & Mon.	Mid-Winter Break- No School
March 6 & 7	Thur. & Fri.	Student Half Days in AM- Exams
March 11	Tuesday	Junior Class to take ACT/ No School for grades 9, 10, & 12 Professional Development Day for Staff
April 4-11	Fri.- Fri.	Spring Break- No School
April 14	Monday	School Resumes
April 17	Thursday	Parent/Teacher Conferences- 5:30- 8 PM- Full Day of School
May 26	Monday	Memorial Day- No School
June 5 & 6	Thur. & Fri.	Student Half Days AM- Exams
June 6	Friday	Last Day of School

Professional Development- Aug. 27, 28, 29/ one day outside of the District/ March 11.
& at least 3 staff meetings.

The calendar is contingent upon the District's ability to count professional development time to satisfy instructional requirements. If and to the extent professional development time is not allowed to be counted for this purpose, then the additional time required will be made up without additional compensation.

New Options Calendar 2007-2008

Aug. 27,28,29	Mon-Wed	Professional Development Days – All Staff Report
Sept. 4	Tuesday	First Day of School
Sept. 6	Thursday	New Options Parent Orientation – 5:30-7:00 PM
Oct. 25 School	Thursday	Parent/Teacher Conferences - 5:30–8:00 PM - Full Day of School
Nov. 21-23	Wed - Fri	Thanksgiving Vacation – No School
Dec. 24-Jan 4	Mon - Fri	Christmas Vacation – No School
Jan. 7	Monday	School Resumes
Feb.7	Thursday	Parent/Teacher Conferences - 5:30-8:00 PM – Full Day of School
Feb. 15 & 18	Fri & Mon	Mid-Winter Break – No School
April 4-11	Fri - Fri	Spring Break – No School
April 14	Monday	School Resumes
April 17	Thursday	Parent/Teacher Conferences –5:30-8:00 PM – Full Day of School
May 26	Monday	Memorial Day – No School
June 5 & 6	Thur - Fri	Student Half Day AM
June 6	Friday	Last Day of School

Professional Development- Aug. 27, 28, 29
One day outside of the District & at least 6 staff meetings

The calendar is contingent upon the District’s ability to count professional development time to satisfy instructional requirements. If and to the extent professional development time is not allowed to be counted for this purpose, then the additional time required will be made up without additional compensation.

This shortened calendar is further contingent upon the District’s ability to receive a State “waiver.”
In the absence of a “waiver”, then the additional time required will be without additional compensation.

Elementary and Middle School Calendar 2008-2009

Aug. 25, 26, 27	Mon.- Wed.	Professional Development- All Staff Report
Aug. 27	Wednesday	Evergreen and Springview Open House and Orientation 6:30- 8 PM
Sept. 2	Tuesday	First day of School- 5th- 8 th Orientation- 6:30- 8 PM
Oct. 21	Tuesday	Parent/Teacher Conferences- 5th- 8th- 5:30- 8 PM Full Day of School
Oct. 23	Thursday	Parent/Teacher Conferences-5th- 1- 3 PM & 5- 8 PM 6th-8th- 12:30- 3 PM & 5:30- 8 PM- Half Day AM
Nov. 4	Tuesday	Parent/Teacher Conferences- DK-4- 1- 3:30 PM & 5:30 -8 PM Half Day for Students AM
Nov. 6	Thursday	Parent/Teacher Conferences- DK-4- 5:30- 8 PM- Full Day of School
Nov. 7	Friday DK-4	No School
Nov. 26, 27, 28	Wed.- Fri.	Thanksgiving Vacation- No School- DK-8
Dec.22- Jan. 2	Mon.- Fri.	Christmas Break- No School- DK-8
Jan. 5	Monday	School Resumes- DK-8
Jan. 16	Friday	Records Day- DK-8- Staff Reports- No School for Students
Feb. 5	Thursday	Parent /Teacher Conferences- 5th- 1-3 PM & 5- 8 PM 6th-8th- 12:30- 3 PM & 5:30- 8 PM- Half Day AM
Feb.13, 16	Fri. & Mon.	Mid-Winter Break- No School- DK-8
Feb. 17	Tuesday	DK-4, Professional Development Day- Staff Reports-DK-4 No School
March 10	Tuesday	Parent/ Teacher Conferences- DK-4- 1-3:30 PM & 5:30- 8 PM Half Day for Students in AM
April 3-10	Fri.- Fri.	Spring Break- No School- DK-8
April 13	Monday	School Resumes- DK-8
May 25	Monday	Memorial Day- No School
June 4&5	Thur.- Fri.	Records Days- Students Half Days AM
June 5	Friday	Last Day of School- DK-8

Professional Development- DK-8- Aug 25, 26, 27
DK-4- Feb. 17th
one day outside of the District & at least 6 staff meetings.

The calendar is contingent upon the District's ability to count professional development time to satisfy instructional requirements. If and to the extent professional development time is not allowed to be counted for this purpose, then the additional time required will be made up without additional compensation.

High School Calendar 2008-2009

Aug. 25, 26, 27	Mon.- Wed.	Professional Development- All Staff Report
Sept. 2	Tuesday	First day of School
Sept. 3	Wednesday	High School Orientation- 6:30- 8 PM
Oct. 20 & 23	Mon. & Thur.	Parent/ Teacher Conferences- 5:30- 8 PM- Full Day(s) of School
Nov. 24 & 25	Mon. & Tues.	Student Half Days AM- Exams
Nov. 26, 27, 28	Wed.- Fri.	Thanksgiving Vacation- No School
Dec. 22-Jan. 2	Mon.- Fri.	Christmas Break- No School
Jan. 5	Monday	School Resumes
Feb. 2 & 5	Mon. & Thur.	Parent / Teacher Conferences- 5:30- 8 PM- Full Days of School
Feb. 13 & 16	Fri. & Mon.	Mid-Winter Break- No School
March 5 & 6	Thur. & Fri.	Student Half Days in AM- Exams
March 10	Tuesday	Junior Class to take ACT/ No School for grades 9, 10, & 12 Professional Development Day for Staff
April 3- 10	Fri.- Fri.	Spring Break- No School
April 13	Monday	School Resumes
April 16	Thursday	Parent/Teacher Conferences- 5:30- 8 PM-Full Day of School
May 25	Monday	Memorial Day- No School
June 4 & 5	Thur. & Fri.	Student Half Days AM- Exams
June 5	Friday	Last Day of School

Professional Development- Aug. 25, 26, 27/ one day outside of the District/ March 10.
& at least 3 staff meetings.

The calendar is contingent upon the District's ability to count professional development time to satisfy instructional requirements. If and to the extent professional development time is not allowed to be counted for this purpose, then the additional time required will be made up without additional compensation.

New Options Calendar 2008-2009

Aug. 25,26,27	Mon-Wed	Professional Development Days – All Staff Report
Sept. 2	Tuesday	First Day of School
Sept. 4	Thursday	New Options Parent Orientation – 5:30-7:00 PM
Oct. 23	Thursday	Parent/Teacher Conferences - 5:30–8:00 PM - Full Day of School
Nov. 26,27,28	Wed - Fri	Thanksgiving Vacation – No School
Dec. 22-Jan 2	Mon - Fri	Christmas Vacation – No School
Jan. 5	Monday	School Resumes
Feb.5	Thursday	Parent/Teacher Conferences - 5:30-8:00 PM – Full Day of School
Feb. 13 & 16	Fri & Mon	Mid-Winter Break – No School
April 3-10	Fri - Fri	Spring Break – No School
April 13	Monday	School Resumes
April 16 School	Thursday	Parent/Teacher Conferences –5:30-8:00 PM – Full Day of
May 25	Monday	Memorial Day – No School
June 4 & 5	Thur - Fri	Student Half Day AM
June 5	Friday	Last Day of School

Professional Development- Aug. 25, 26, 27
One day outside of the District & at least 6 staff meetings

The calendar is contingent upon the District’s ability to count professional development time to satisfy instructional requirements. If and to the extent professional development time is not allowed to be counted for this purpose, then the additional time required will be made up without additional compensation.

This shortened calendar is further contingent upon the District’s ability to receive a State “waiver.” In the absence of a “waiver”, then the additional time required will be without additional compensation.

Elementary and Middle School Calendar 2009-2010

Aug.31 & Sept.1, 2 Mon.- Wed. Professional Development- All Staff Report		
Sept. 2	Wednesday	Evergreen and Springview Open House and Orientation 6:30- 8 PM (DK- 5)
Sept. 8	Tuesday	First day of School- 6th- 8 th Orientation- 6:30- 8 PM
Oct. 27	Tuesday	Parent/Teacher Conferences- 6th- 8th- 5:30- 8 PM Full Day of School
Oct. 29	Thursday	Parent/Teacher Conferences 6th-8th- 12:30- 3 PM & 5:30- 8 PM- Half Day AM
Nov. 10	Tuesday	Parent/Teacher Conferences- DK-5- 1- 3:30 PM & 5:30 -8 PM Half Day for Students AM
Nov. 12	Thursday	Parent/Teacher Conferences- DK-5- 5:30- 8 PM- Full Day of School
Nov. 13	Friday	DK-5 No School
Nov. 25, 26, 27	Wed.- Fri.	Thanksgiving Vacation- No School- DK-8
Dec.21- Jan. 1	Mon.- Fri.	Christmas Break- No School- DK-8
Jan. 4	Monday	School Resumes- DK-8
Jan. 22	Friday	Records Day- DK-8- Staff Reports- No School for Students
Feb. 9	Tuesday	Parent /Teacher Conferences 6th-8th- 12:30- 3 PM & 5:30- 8 PM- Half Day AM
Feb.19, 22	Fri. & Mon.	Mid-Winter Break- No School- DK-8
Feb. 23	Tuesday	DK-5, Professional Development Day- Staff Reports-DK-5 No School
March 9	Tuesday	Parent/ Teacher Conferences- DK-5- 1-3:30 PM & 5:30- 8 PM Half Day for Students in AM
April 2-9	Fri.- Fri.	Spring Break- No School- DK-8
April 12	Monday	School Resumes- DK-8
May 31	Monday	Memorial Day- No School
June 10&11	Thur.- Fri.	Records Days- DK-8, Students Half Days AM
June 11	Friday	Last Day of School- DK-8

Professional Development- DK-8- Aug 31, Sept. 1 & 2

DK-5- Feb. 23rd

one day outside of the District & at least 6 staff meetings.

The calendar is contingent upon the District's ability to count professional development time to satisfy instructional requirements. If and to the extent professional development time is not allowed to be counted for this purpose, then the additional time required will be made up without additional compensation.

High School Calendar 2009-2010

Aug.31,&Sept.1&2	Mon.- Wed.	Professional Development- All Staff Report
Sept. 8	Tuesday	First day of School
Sept. 9	Wednesday	High School Orientation- 6:30- 8 PM
Oct. 26 & 29	Mon. & Thur.	Parent/ Teacher Conferences- 5:30- 8 PM- Full Day(s) of School
Nov. 23 & 24	Mon. & Tues.	Student Half Days AM- Exams
Nov. 25, 26, 27	Wed.- Fri.	Thanksgiving Vacation- No School
Dec. 21-Jan.1	Mon.- Fri.	Christmas Break- No School
Jan. 4	Monday	School Resumes
Feb. 1 & 4	Mon. & Thur.	Parent / Teacher Conferences- 5:30- 8 PM- Full Days of School
Feb. 19 & 22	Fri. & Mon.	Mid-Winter Break- No School
March 4 & 5	Thur. & Fri.	Student Half Days in AM- Exams
March 9	Tuesday	Junior Class to take ACT/ No School for grades 9, 10, & 12 Professional Development Day for Staff (Date may change)
April 2- 9	Fri.- Fri.	Spring Break- No School
April 12	Monday	School Resumes
April 15	Thursday	Parent/Teacher Conferences- 5:30- 8 PM-Full Day of School
May 31	Monday	Memorial Day- No School
June 10 & 11	Thur. & Fri	Student Half Days AM- Exams
June 11	Friday	Last Day of School

Professional Development- Aug. 31, Sept. 1 & 2/ one day outside of the District/ March 9
& at least 3 staff meetings.

The calendar is contingent upon the District's ability to count professional development time to satisfy instructional requirements. If and to the extent professional development time is not allowed to be counted for this purpose, then the additional time required will be made up without additional compensation.

New Options Calendar 2009-2010

Aug. 3, Sept 1,2	Mon-Wed	Professional Development Days – All Staff Report
Sept. 8	Tuesday	First Day of School
Sept. 10	Thursday	New Options Parent Orientation – 5:30-7:00 PM
Oct. 29 School	Thursday	Parent/Teacher Conferences - 5:30–8:00 PM - Full Day of School
Nov. 25,26,27	Wed - Fri	Thanksgiving Vacation – No School
Dec. 21-Jan 1	Mon - Fri	Christmas Vacation – No School
Jan. 4	Monday	School Resumes
Feb.4 School	Thursday	Parent/Teacher Conferences - 5:30-8:00 PM – Full Day of School
Feb. 19 & 22	Fri & Mon	Mid-Winter Break – No School
April 2-9	Fri - Fri	Spring Break – No School
April 12	Monday	School Resumes
April 15 School	Thursday	Parent/Teacher Conferences –5:30-8:00 PM – Full Day of School
May 31	Monday	Memorial Day – No School
June 10,11	Thur - Fri	Student Half Day AM
June 11	Friday	Last Day of School

Professional Development- Aug. 31, Sept 1,2
One day outside of the District & at least 6 staff meetings

The calendar is contingent upon the District’s ability to count professional development time to satisfy instructional requirements. If and to the extent professional development time is not allowed to be counted for this purpose, then the additional time required will be made up without additional compensation.

This shortened calendar is further contingent upon the District’s ability to receive a State “waiver.” In the absence of a “waiver”, then the additional time required will be without additional compensation.

Elementary and Middle School Calendar 2010-2011

Aug. 30,31 & Sept.1	Mon.- Wed.	Professional Development- All Staff Report
Sept. 1	Wednesday	Evergreen and Springview Open House and Orientation 6:30- 8 PM (DK-5)
Sept. 7	Tuesday	First day of School- 6th- 8 th Orientation- 6:30- 8 PM
Oct. 26	Tuesday	Parent/Teacher Conferences- 6th- 8th- 5:30- 8 PM
		Full Day of School
Oct. 28	Thursday	Parent/Teacher Conferences 6th-8th- 12:30- 3 PM & 5:30- 8 PM- Half Day AM
Nov. 9	Tuesday	Parent/Teacher Conferences- DK-5- 1- 3:30 PM & 5:30 -8 PM Half Day for Students AM
Nov. 11	Thursday	Parent/Teacher Conferences- DK-5- 5:30- 8 PM- Full Day of School
Nov. 12	Friday	DK-5 No School
Nov. 24, 25, 26	Wed.- Fri.	Thanksgiving Vacation- No School- DK-8
Dec.20- 31	Mon.- Fri.	Christmas Break- No School- DK-8
Jan. 3	Monday	School Resumes- DK-8
Jan. 21	Friday	Records Day- DK-8- Staff Reports- No School for Students
Feb. 8	Tuesday	Parent /Teacher Conferences 6th-8th- 12:30- 3 PM & 5:30- 8 PM- Half Day AM
Feb.18, 21	Fri. & Mon.	Mid-Winter Break- No School- DK-8
Feb. 22	Tuesday	DK-5, Professional Development Day- Staff Reports-DK-5 No School
March 8	Tuesday	Parent/ Teacher Conferences- DK-5- 1-3:30 PM & 5:30- 8 PM Half Day for Students in AM
April 1-8	Fri.- Fri.	Spring Break- No School- DK-8
April 11	Monday	School Resumes- DK-8
May 30	Monday	Memorial Day- No School
June 9&10	Thur.- Fri.	Records Days- DK-8, Students Half Days AM
June 10	Friday	Last Day of School- DK-8

Professional Development- DK-8- Aug 30, 31, & Sept.1
DK-5- Feb. 22nd

one day outside of the District & at least 6 staff meetings.

The calendar is contingent upon the District's ability to count professional development time to satisfy instructional requirements. If and to the extent professional development time is not allowed to be counted for this purpose, then the additional time required will be made up without additional compensation.

**High School Calendar
2010-2011**

Aug.30,31,&Sept.1	Mon.- Wed.	Professional Development- All Staff Report
Sept. 7	Tuesday	First day of School

Sept. 8	Wednesday	High School Orientation- 6:30- 8 PM
Oct. 25 & 28	Mon. & Thur	Parent/ Teacher Conferences- 5:30- 8 PM- Full Day(s) of school
Nov. 22 & 23	Mon. & Tues.	Student Half Days AM- Exams
Nov. 24, 25 26	Wed.- Fri.	Thanksgiving Vacation- No School
Dec. 20-31	Mon.- Fri.	Christmas Break- No School
Jan. 3	Monday	School Resumes
Jan. 31&Feb.3	Mon. & Thur.	Parent / Teacher Conferences- 5:30- 8 PM- Full Days of School
Feb. 18 &21	Fri. & Mon	Mid-Winter Break- No School
March 3 & 4	Thur. & Fri.	Student Half Days in AM- Exams
March 8	Tuesday	Junior Class to take ACT/ No School for grades 9, 10, & 12 Professional Development Day for Staff (Date may change)
April 1- 8	Fri.- Fri.	Spring Break- No School
April 11	Monday	School Resumes
April 14	Thursday	Parent/Teacher Conferences- 5:30- 8 PM-Full Day of School
May 30	Monday	Memorial Day- No School
June 9 & 10	Thur. & Fri.	Student Half Days AM- Exams
June 10	Friday	Last Day of School

Professional Development- Aug.30, 31,&Sept. 1 / one day outside of the District/ March 8
& at least 3 staff meetings.

The calendar is contingent upon the District's ability to count professional development time to satisfy instructional requirements. If and to the extent professional development time is not allowed to be counted for this purpose, then the additional time required will be made up without additional compensation.

New Options Calendar 2010-2011

Aug. 30,31, Sept 1	Mon-Wed	Professional Development Days – All Staff Report
Sept. 7	Tuesday	First Day of School

Sept. 9	Thursday	New Options Parent Orientation – 5:30-7:00 PM
Oct. 28	Thursday	Parent/Teacher Conferences - 5:30–8:00 PM - Full Day of School
Nov. 24,25,26	Wed - Fri	Thanksgiving Vacation – No School
Dec. 20-31	Mon - Fri	Christmas Vacation – No School
Jan. 3	Monday	School Resumes
Feb.3	Thursday	Parent/Teacher Conferences - 5:30-8:00 PM – Full Day of School
Feb. 18 & 21	Fri & Mon	Mid-Winter Break – No School
April 1-8	Fri - Fri	Spring Break – No School
April 11	Monday	School Resumes
April 14	Thursday	Parent/Teacher Conferences –5:30-8:00 PM – Full Day of School
May 30	Monday	Memorial Day – No School
June 9&10	Thur - Fri	Student Half Day AM
June 10	Friday	Last Day of School

Professional Development- Aug. 30, 31, Sept 1
 One day outside of the District & at least 6 staff meetings

The calendar is contingent upon the District’s ability to count professional development time to satisfy instructional requirements. If and to the extent professional development time is not allowed to be counted for this purpose, then the additional time required will be made up without additional compensation.

This shortened calendar is further contingent upon the District’s ability to receive a State “waiver.” In the absence of a “waiver”, then the additional time required will be without additional compensation.

SCHEDULE D
Allendale Education Association
GRIEVANCE REPORT FORM

Grievance # _____ **Date Filed:** _____

Building: _____ **Assignment:** _____

Name of Grievant: _____ **Individual** ____ **AEA** ____ **Both** ____

LEVEL 1: SUPERVISOR LEVEL

A. **Date Cause of Grievance Occurred:** _____

B. **Statement of Grievance (Facts Supporting Alleged Violation):**

C. **Specific Contract Provisions Violated:**

D. **Relief Sought:**

Signature of Grievant/AEA *Date*

E. **Disposition of Supervisor:** _____

Signature of Principal/Supervisor *Date*

Allendale Education Association
GRIEVANCE REPORT FORM (cont.)

F. **Position of Grievant and/or AEA:** _____

Signature of Grievant/AEA *Date*

LEVEL 2: SUPERINTENDENT LEVEL

A. **Date Received by Superintendent:** _____

B. **Disposition of Superintendent:** _____

Signature of Superintendent *Date*

C. **Position of Grievant and/or AEA:** _____

Signature of Grievant/AEA *Date*

LEVEL 3: BOARD OF EDUCATION LEVEL

A. **Date Received by Board of Education:** _____

B. **Disposition of Board of Education:** _____

Signature for Board of Education *Date*

C. **Position of Grievant and/or AEA:** _____

Signature of Grievant/AEA *Date*

LEVEL 4: ARBITRATION

A. **Demand to Arbitrate Filed:** _____

**Schedule E:
Allendale Public Schools
Teacher Performance Evaluation**

Teacher's Name: _____ School: _____ Date: _____

Administrator's Name: _____ Period Evaluated: From _____ To: _____

Dates of Classroom Observations: _____ Dates of Post-Observation Conference: _____

PURPOSE OF PERFORMANCE EVALUATION

Teachers are only effective if they understand their responsibilities and how their performance will be evaluated. This evaluation is designed for the teacher and administrator to identify and agree on two specific performance objectives* and to measure the teacher's performance with respect to four areas of teacher responsibilities. The performance evaluation is designed to:

- Improve individual job performance
- Improve the flow of information regarding performance
- Improve the working relationship between the administrator and teacher
- Provide an objective performance evaluation based on job responsibilities.
- Promote the mission of Allendale Public Schools

SETTING THE PERFORMANCE OBJECTIVES:

With the teacher, select two individual performance objectives.

INTERIM REVIEW:

The individual performance objectives and four areas of responsibilities will be discussed at designated time intervals. During this discussion, the continuing validity of goals and progress toward these goals will be reviewed.

FINAL EVALUATION:

The overall performance evaluation of the teacher was completed with the teacher on: _____ (date).

Teacher's Signature** _____ Date: _____

Administrator's Signature _____ Date: _____

* In the absence of mutual agreement, the evaluation will be conducted without specific performance objectives.

** Teacher's Signature indicates that he/she has received a copy of this evaluation, not that he/she agrees with its content.

**ALLENDALE PUBLIC SCHOOLS
Teacher Performance Evaluation**

Check One

FOUR AREAS OF TEACHING RESPONSIBILITIES

Exemplary Performance	Proficient	Does Not Meet Expectations	Not Observed But Discussed
-----------------------	------------	----------------------------	----------------------------

AREA 1: PLANNING AND PREPARATION

- | | | | | |
|---------------------------------------------------------------------------------------------------------------------------------|-------|-------|-------|-------|
| A. Demonstrates knowledge of content. | _____ | _____ | _____ | _____ |
| B. Demonstrates teaching methods and strategies. | _____ | _____ | _____ | _____ |
| C. Demonstrates knowledge of individual student's needs and ability. | _____ | _____ | _____ | _____ |
| D. Selects instructional goals from established curriculum. | _____ | _____ | _____ | _____ |
| E. Demonstrates knowledge of resources. | _____ | _____ | _____ | _____ |
| F. Designs lessons with a structure (purpose, content, summation). | _____ | _____ | _____ | _____ |
| G. Shows method of assessment (test, essay, oral summary, skill demonstration, drawing, discussion, type writing, verbal, etc.) | _____ | _____ | _____ | _____ |

AREA 2: CLASSROOM ENVIRONMENT

- | | | | | |
|-------------------------------------------------------------------------------------|-------|-------|-------|-------|
| A. Creates an environment of respect and rapport. | _____ | _____ | _____ | _____ |
| B. Establishes a community of learners (a group working toward a common goal.) | _____ | _____ | _____ | _____ |
| C. Facilitates classroom procedures. | _____ | _____ | _____ | _____ |
| D. Uses instructional groups (cooperative learning, reading, peer partners, etc.) | _____ | _____ | _____ | _____ |
| 1. Monitors time on task and ease of transitions. | _____ | _____ | _____ | _____ |
| 2. Completes non-instructional duties (attendance, collecting/passing papers, etc.) | _____ | _____ | _____ | _____ |
| E. Builds student self-discipline. | _____ | _____ | _____ | _____ |
| 1. Establishes standards of student behavior. | _____ | _____ | _____ | _____ |
| 2. Responds appropriately to student behavior. | _____ | _____ | _____ | _____ |
| F. Organizes physical space conducive to teaching/learning. | _____ | _____ | _____ | _____ |

AREA 3: INSTRUCTION

- | | | | | |
|----------------------------------------------------------------------------------------------------------------------|-------|-------|-------|-------|
| A. Communicates clearly and accurately. | _____ | _____ | _____ | _____ |
| B. Uses appropriate teaching methods and strategies (inquiry, contextual learning, lecture, demonstration, etc.). | _____ | _____ | _____ | _____ |
| C. Engages students in learning. | _____ | _____ | _____ | _____ |
| 1. Displays enthusiasm for lesson content. | _____ | _____ | _____ | _____ |
| 2. Demonstrates a structured lesson (purpose, content, summation). | _____ | _____ | _____ | _____ |
| 3. Uses appropriate pacing. | _____ | _____ | _____ | _____ |
| D. Provides constructive feedback to students | _____ | _____ | _____ | _____ |
| E. Demonstrates flexibility and responsiveness. | _____ | _____ | _____ | _____ |
| F. Integrates technology into lessons (audio visual, distance learning, computer, Internet, etc.) where appropriate. | _____ | _____ | _____ | _____ |

Teacher's initials _____

Date: _____

Administrator's initials _____

Exemplary Performance	Proficient	Does Not Meet Expectations	Not Observed But Discussed
-----------------------	------------	----------------------------	----------------------------

AREA 4: PROFESSIONAL RESPONSIBILITIES

A. Evaluates progress of professional goals.	_____	_____	_____	_____
B. Maintains accurate records.	_____	_____	_____	_____
C. Communicates with families	_____	_____	_____	_____
1. Relates information about curriculum content.	_____	_____	_____	_____
2. Provides information about student progress.	_____	_____	_____	_____
3. Encourages parental involvement.	_____	_____	_____	_____
D. Contributes to the school and district.	_____	_____	_____	_____
1. Participates in school events and district projects.	_____	_____	_____	_____
E. Assumes professional responsibilities.	_____	_____	_____	_____
1. Develops a professional relationship with colleagues.	_____	_____	_____	_____
2. Pursues professional development opportunities (classes, workshops, conferences).	_____	_____	_____	_____
3. Serves the profession (committee work, tutoring, Schedule B activities, AEA, etc.)	_____	_____	_____	_____
F. Models teamwork.	_____	_____	_____	_____
1. Participates in teamwork (listen, share, engage).	_____	_____	_____	_____
2. Treats others with respect.	_____	_____	_____	_____
3. Willing to be flexible when working in teams.	_____	_____	_____	_____
4. Promotes problem solving and team decision making.	_____	_____	_____	_____

OVERALL PERFORMANCE

____ Exemplary _____ Satisfactory _____ Less than Satisfactory

LEVELS OF PERFORMANCE

EXEMPLARY PERFORMANCE:

Teachers at this level exceed expectations.

PROFICIENT:

The teacher meets expectations.

DOES NOT MEET EXPECTATIONS:

The teacher does not demonstrate an understanding of the concepts underlying the component.

NOT OBSERVED, BUT INQUIRED:

This component is not observed, but the administrator inquires of its use by the teacher.

Teacher's initials _____ Date: _____

Administrator's initials _____

INDIVIDUAL PERFORMANCE OBJECTIVES

Considering your job description and your school's/district's mission statements, identify two key performance objectives to address this school year. These outcomes should be specific, measurable, and results oriented. The individual performance objectives to be used in the evaluation should be determined by mutual agreement of the teacher and administrator.

Performance objective: _____
Measurable and expected result: _____
Mid-year discussion and comments:
Final review and comments:

Teacher's Signature: _____	Date: _____
Administrator's Signature: _____	Date: _____

INDIVIDUAL PERFORMANCE OBJECTIVES

Considering your job description and your school's/district's mission statements, identify two key performance objectives to address this school year. These outcomes should be specific, measurable, and results oriented. The individual performance objectives to be used in the evaluation should be determined by mutual agreement of the teacher and administrator.

Performance objective: _____
Measurable and expected result: _____
Mid-year discussion and comments:
Final review and comments:

Teacher's Signature: _____	Date: _____
Administrator's Signature: _____	Date: _____

**Allendale Public Schools
TEACHER EVALUATION FORM
ADMINISTRATOR INPUT SHEET**

- **To be used in the absence of mutual agreement on specific performance objectives.**
- **To be used for administrative comments related to the four areas of teaching responsibilities.**

Date: _____

Name of Teacher: _____

School: _____

Teacher's Signature: _____	Date: _____
Administrator's Signature: _____	Date: _____

TEACHER EVALUATION FORM

TEACHER INPUT SHEET

(Items a teacher would like to be part of his/her personnel file – could include teaching techniques used, professional growth, strengths, coursework and degrees earned, accomplishments, workshops and seminars, community and professional service, etc.)

Date: _____

Name of Teacher: _____

School: _____

Teacher's Signature: _____	Date: _____
Administrator's Signature: _____	Date: _____

**Letter of Agreement
Re: Elementary Recess**

Teachers in all elementary grades (DK-4) will supervise morning recess in accordance with the following provisions:

Paid elementary recess duty may be required and assigned for morning recess, but only to the extent necessary to satisfy state requirements for hours of student instruction. Such elementary recess duty assignments will first be sought voluntarily (from the DK-4 elementary teaching staff), and shall be shared by and distributed among such teachers as equitably as reasonably possible; provided, however, that if not enough teachers volunteer, such assignment will be made (to the DK-4 elementary teaching staff) by the administrator. Teachers assigned (voluntarily or involuntarily) to such DK-4 elementary recess duty shall be paid at the lunch supervision rate.

Note: The coverage of morning recess is in addition to the coverage of afternoon recess for lower elementary teachers that is described in section 3 below.

Teachers in the lower elementary grades (DK-2) will also supervise afternoon recess in accordance with the following provisions:

Paid elementary recess duty may be required and assigned for afternoon recess, but only to the extent necessary to satisfy state requirements for hours of student instruction. Such elementary recess duty assignments will first be sought voluntarily (from the DK-2 elementary teaching staff), and shall be shared by and distributed among such teachers as equitably as reasonably possible; provided, however, that if not enough teachers volunteer, such assignment will be made (to the DK-2 elementary teaching staff) by the administrator. Teachers assigned (voluntarily or involuntarily) to such DK-2 elementary recess duty shall be paid at the lunch supervision rate.

Note: The coverage of afternoon recess for lower elementary teachers is in addition to the coverage of morning recess for all elementary teachers that is described in section 2 above.

FOR THE DISTRICT:

FOR THE ASSOCIATION:

DATED: _____

DATED: _____

