

**Master
Agreement**

for the

**WEST OTTAWA
PUBLIC SCHOOLS**

and the

**WEST OTTAWA
EDUCATION
ASSOCIATION**

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2007-2008

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MASTER AGREEMENT

for the

WEST OTTAWA PUBLIC SCHOOLS

2007-2008

AGREEMENT

This Agreement made and entered into this 30th day of July, 2007, by and between the WEST OTTAWA SCHOOL DISTRICT, Ottawa County, Michigan, hereinafter referred to as the District, and the WEST OTTAWA EDUCATION ASSOCIATION, hereinafter referred to as the Association

**ARTICLE 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 Administration. The provisions of this Master Agreement set forth the specific rights and obligations of the parties to this Agreement in attempting to work toward the goals stated in this section.
- 1.02 Being engaged in a mutual endeavor in the public interest, the District and the Association encourage fair and harmonious relations between their respective representatives at all levels.
- 1.03 In the above spirit and pursuant to the requirements of Act 336 of the Michigan Public Acts of 1947 as amended by Act 379 of the Michigan Public Acts of 1965, the District and the Association herein set forth their Agreement with respect to rates of pay, wages, hours and other terms and conditions of employment of all individuals included in the Bargaining Unit as defined in Article 2 who are covered hereby, insofar as such matters are not controlled by applicable Michigan Laws, such Laws superseding anything which may be contained herein.

**ARTICLE 2
RECOGNITION**

- 2.01 **BARGAINING UNIT** Pursuant to and in accordance with applicable provisions of Act 336 of the Michigan Public Acts of 1947, as amended by Act 379 of the Michigan Public Acts of 1965, the District hereby recognizes the Association as the sole bargaining agent for purposes of collective bargaining in respect to rates of pay, wages, hours of employment or other conditions of employment for those employees of the District, described as all full-time classroom teachers, all part-time classroom teachers, long term and contracted guest teachers, vocational instructors, teacher consultants, counselors, deans of students, special education teachers, librarians, specialists, psychologists, social workers, and all other professional employees of the District. It is understood that all supervisory, administrative, and executive personnel, including, but not limited to, superintendents, assistant superintendents, principals, and assistant principals, and all other employees not specifically included as part of the bargaining unit as mentioned above shall not be covered by this Agreement.
- 2.02 **SUPERVISORS** Supervisory personnel are employees of the District whose principal responsibility and authority as defined in the job description is to hire, assign, transfer, evaluate, reprimand, or otherwise direct the work responsibilities of employees of the District, using independent judgment.

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

**ARTICLE 3
DISTRICT RIGHTS**

- 3.01 The District retains exclusively all of its legal customary and normal functions of management of

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

ARTICLE 4 ASSOCIATION RIGHTS

- 4.01 **WOEA REPRESENTATIVES** The Association shall keep the Superintendent informed of the names of its President, Chief Negotiator, Grievance Chairperson, and Association Representatives.
- 4.02 **BULLETIN BOARDS** Bulletin board space will be made available to the Association for posting notices of Association activities, provided that requests for posting such material will be coordinated with the administration involved as to the appropriate bulletin board to be used.
- 4.03 **USE OF EQUIPMENT AND FACILITIES** The Association will be allowed to use equipment and facilities for Association meetings and other business. Materials used by the Association for Association business shall be provided and paid for at cost.
- 4.04 **FURNISHING INFORMATION** The Board agrees to furnish the Association, in response to reasonable requests, all normally available information in the form kept by the District concerning finance and other information, unless release of such information is expressly prohibited by law.
- 4.05 **WOEA MEETINGS** Members of the WOE Executive Board will be excused from any staff meetings to attend WOE Executive Board meetings, which shall be scheduled on the first Monday that school is in session each month. The WOE may schedule up to three membership meetings each school year, and no staff meetings will be called for that day providing advance notice is given to the administration.
- 4.06 **ASSOCIATION PRESIDENT RELEASED TIME** The Association President shall have one (1) hour of paid release time during the student day to work on District/Association business.

ARTICLE 5 REPRESENTATION FEES

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

nearly as may be, from the paychecks of each bargaining unit member.

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

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

- A. The District gives timely notice of such action to the Association and permits the Association intervention as a party if it so desires, and
- B. The District gives full and complete cooperation to the Association and its counsel in securing and giving evidence, obtaining witnesses, and making relevant information available at both trial and appellate levels.
- C. The Association shall have complete authority to compromise and settle all claims which it defends under this section.
- D. The damages have not resulted from the negligence, misfeasance, or malfeasance of the Board or its agents.

The Association agrees that in any action so defended, it will indemnify and hold harmless the District from any liability for damages and costs imposed by a final judgment of a court or administrative agency as direct consequence of the District's compliance with this Article 5.

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

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

**ARTICLE 6
TEACHER RIGHTS**

6.01 **RECOMMENDATIONS TO BOARD** Teachers may make recommendations to the Board for the Board's consideration in establishing the curriculum goals and objectives of the District. These goals and objectives should reflect the desires and ideals of the community. The teachers may make such recommendations through their representative on the West Ottawa Leadership Team. The teachers will carry out appropriate instruction within the instructional guidelines of the District.

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

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

When a teacher has engaged in conduct that is minor in nature and/or it is the first time such conduct has occurred, the administration may issue an oral warning. This does not, however, prohibit the administration from keeping an administrative record of the oral warning, provided that this administrative record must be placed into the teacher's personnel file within six (6) months if it is to be used for employment purposes.

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

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

6.05 **COMPLAINT PROCEDURES**

A. Any report of unsatisfactory conduct or any unsatisfactory report submitted by parents, students, other teachers, or based on any other sources of information shall be discussed with the teacher before it is included in the teacher's record and the teacher will be given an opportunity to respond to the report. All complaints to be placed in a teacher's file shall include the names of the complainants, date, and details of the complaint, provided that the District may withhold the names of the complainants from the teacher in extreme circumstances, and further provided that the Association may grieve the reasonableness of withholding the complainant's name in any given situation.

B. Except in extreme circumstances, the District shall ask any complainants to meet with the teacher to provide the teacher and the complainants with the opportunity to resolve the issue.

- C. Upon receipt of a complaint, the District shall investigate the complaint to determine its accuracy prior to placing it in the teacher's personnel file or taking any other action. The complaint will be placed in the teacher's personnel file only if the complaint is found to be accurate by the administration. If the complaint is found to be inaccurate by the administration, the complaint and all copies of the complaint will be destroyed.

If the completed investigation by the District does not provide sufficient evidence to determine whether the complaint is accurate or not, the complaint and all investigative documents will be maintained in an investigative file for no longer than six (6) months separate from the teacher's personnel file unless the District is otherwise required by law to destroy the complaint and investigative file. Investigative files will not be released to third parties unless required by law.

- D. If the teacher's personnel file contains information which the teacher believes is false, the teacher may utilize the contractual grievance procedure to have said material removed and destroyed.
- E. The teacher shall have the right to attach a written response to any complaint, and this written response will be attached to all copies of the complaint.
- F. A complaint against a teacher may not be used as a basis for disciplinary action unless such complaint was called to the attention of the teacher within ten (10) work days from the receipt of said complaint.

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

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

6.08 **TEACHING SUPPLIES** Teachers shall be provided with the supplies, furniture and equipment necessary to teach with and sufficient workroom space in which to prepare. Any alleged violation shall be subject to the grievance procedure through the Board level.

6.09 **STAFF CENTER** Each school building in the District shall have at least one staff center designated for teachers.

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

6.11 **REIMBURSEMENT FOR DAMAGE**

- A. The District agrees to reimburse teachers for reasonable losses related to the destruction of clothing, personal property, and/or glasses due to an assault on a teacher while performing his/her professional responsibility by a pupil, or a pupil's guardian or family member provided:

1. That in the opinion of the Principal or Immediate Supervisor the teacher was exercising reasonable care in dealing with the student.
 2. Within three (3) days of the occurrence the teacher shall file a written report with the building supervisor detailing the incident.
 3. The District will reimburse teachers for a reasonable amount.
 4. Teachers may be required to submit evidence of the amount of damage done.
- B. Teachers who have personal teaching equipment stolen, damaged, or destroyed from their classroom, shall be reimbursed the replacement cost of such equipment provided the principal has received a written list of the personal equipment that the teacher has in the building or on school property and has approved of its use.
- C. Teachers who have insured vehicles on the District's premises which are stolen or damaged (through no fault of the teacher) and as a result of the teacher's professional responsibility shall be reimbursed for such property by the District less any insurance settlements. The damage or theft must be properly reported to the police and building administrator immediately after the discovery of the damage or loss. This does not include traffic accidents between two employees.
- 6.12 **ADEQUATE CLASSROOMS** Classrooms shall be adequate for the subjects being taught.
- 6.13 **NON-DISCRIMINATION** The Board shall not knowingly discriminate against and/or between teachers on the basis of their race, creed, religion, color, national origin, ancestry, age, sex, marital status, and/or physical characteristics.
- 6.14 **PROFESSIONAL DRESS** Teachers shall be dressed in professional or business attire during their professional responsibilities. For example: Blue jeans and short shorts are not professional or business attire.

ARTICLE 7 TEACHER EVALUATION

- 7.01 All monitoring or observation of a teacher's work performance relating to formal appraisal shall be conducted openly and with the full knowledge of the teacher in accordance with the policies adopted by the District. Appraisal Form AF 8-95 shall be provided to each teacher at the beginning of the school year.
- 7.02 These evaluations or appraisals shall be conducted and reported in accordance with the "Teacher Appraisal Form" number AF 8-95.
- 7.03 Each appraisal for probationary teachers shall be based on at least two (2) classroom or worksite observations, held at least sixty (60) days apart. Post-observation conferences shall take place no later than ten (10) workdays after the time of the administrator's observations that are the basis of the appraisal. Following the last observation, the administration shall prepare a preliminary draft of the appraisal (on AF 8-95), which will be given to the teacher prior to the post-observation conference. The administrator and teacher shall discuss the preliminary draft of the appraisal at the

post-observation conference. A final, written copy of the appraisal will then be given to the teacher; a short conference may be held for this purpose. At the close of the final conference, both the teacher and the evaluator shall sign the final, written copy of the appraisal form indicating that it has been discussed.

- 7.04 The teacher shall have the right and opportunity to attach a written statement to any appraisal form explaining the teacher's reaction to the appraisal. Teachers shall be encouraged (but not required) to submit their written statement within ten (10) workdays of receipt of the final appraisal.
- 7.05 Appraisals shall be conducted by the teacher's immediate supervisor. In the case where teachers have several supervisors, one shall be designated for all appraisals for the school year. Should the designated supervisor not be available, another supervisor may be designated by the Board. Only certified administrators OR administrators who were issued an administrator's certificate prior to the state's discontinuation of said certificate OR administrators in a planned Educational Leadership Program OR non-certified administrators who have earned both a teaching certificate and a masters degree or higher in school administration shall be permitted to do teacher appraisals.
- 7.06 Required appraisals shall take place by May 15 for tenured teachers, and by April 1 for probationary teachers. Any probationary or tenured teacher experiencing problems that may result in the overall performance for the year being deemed unsatisfactory shall have his/her appraisal completed and the written copy received by April 1. For probationary teachers with hire dates after the beginning of the school year, the appraisal in the last year of probation shall be conducted and received ninety (90) calendar days before the end of the last probationary year.
- 7.07 Normally, if more than one observation is made in a semester, it shall be conducted at a different hour of the day than the previous observation(s).
- 7.08 Any performance evaluations and/or Individualized Development Plans (IDP) provided for in the Michigan Teachers Tenure Act shall be included in the terms "evaluation" or "appraisal" as used in this Article, and shall be governed by the provisions herein.
- 7.09 Any Individualized Development Plan (IDP) for probationary teachers (or for tenured teachers deemed unsatisfactory) developed pursuant to the Michigan Teachers Tenure Act shall include the following:
- A. An Individualized Development Plan (IDP) is a plan developed by the administrator and the teacher listing goals and objectives for the teacher's professional growth.
 - B. The teacher and administrator shall meet to consult about the IDP.
 - C. The IDP shall be based on the Performance Areas found in the Teacher Appraisal Form (AF 8-95), and shall be developed by the teacher and the administrator.
 - D. The IDP shall be in writing, on the form found in Schedule F-3, with a copy to the teacher and the administrator.
 - E. In the spring, the administrator will review the teacher's progress with the teacher, and then fill

out the "progress" section of the IDP. The administrator shall describe the progress made that year in reaching the goals contained in the IDP and make suggestions for the following school year.

- 7.10 During their second and third years in the appraisal process, tenured teachers shall fill out their "Personal Development Goals" for professional growth and self-reflection. In the spring, the "self-reflection" section shall be completed by the teachers, and a discussion shall be held with each teacher and the administrator. The teachers retain this appraisal form for their records; it is not to be placed in their personnel files.
- 7.11 If, during the appraisal process, a supervisor edits or modifies a teacher's appraisal in any way whatsoever, all earlier drafts of the appraisal shall be expunged from all District files. Only the final copy of a teacher's appraisal shall be included in District files.
- 7.12 Evaluation Process and Procedures shall be developed by the Appraisal Study Committee of teachers and administrators during the 2005-06 school year with a final written report and recommendations to the Association and the Superintendent for tentative agreement by May 1, 2006. (See Appraisal Letter of Agreement)

ARTICLE 8 GRIEVANCE PROCEDURE

- 8.01 The primary purpose of this procedure is to secure, at the lowest level possible, equitable solutions to the problems which are subject to this procedure. Both parties agree that these proceedings shall be kept as confidential as may be appropriate at each step of the procedure. Nothing contained herein shall be construed as limiting the right of any teacher with a grievance to discuss the matter informally with any appropriate member of the administration in an effort to resolve matters without recourse to the grievance procedure. Nothing in this agreement shall be construed to restrict or deny the District its full rights and authority to take any action it deems necessary to comply with Federal and State law.
- 8.02 A claim by a teacher or the Association that there has been a violation, misinterpretation or misapplication of any provision of this Agreement or a violation, misinterpretation or inconsistent application of any Board policy or regulation involving wages, hours, and/or conditions of employment may be processed as a grievance in accordance with the procedures contained herein.

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

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

- 8.03 Step One - Immediate Supervisor
- A. A grievance may be filed in writing with the principal or appropriate administrator within twenty (20) days from the time the grievance is known or should have been known to exist.

- B. The grievance shall be identified as "individual" or as "Association."
- C. The principal or appropriate administrator will meet with the grievant and/or the Association within ten (10) days after receiving the grievance. The principal or appropriate administrator will respond in writing within ten (10) days of this grievance meeting.

8.04 Step Two - Superintendent

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

8.05 Step Three - Board

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

Only the Association may appeal a grievance to arbitration.

8.06 Step Four - Arbitration

- A. In the event the grievance is not satisfactorily resolved at Step Three, or if no decision is reached within the ten (10) day period, the Association shall have the right to appeal to arbitration by submitting a written Demand to Arbitrate within fifteen (15) days of the answer at Step Three.
- B. The arbitrator shall be selected in accordance with the rules and procedures of the American Arbitration Association (A.A.A.). The costs and expenses of the arbitrator shall be shared equally by the Board and the Association.
- C. During all proceedings in connection with the arbitration, the rules of the A.A.A. shall be observed.
- D. The decision of the arbitrator shall be final and binding.
- E. The authority of the arbitrator shall be limited to interpretation of this Agreement and the arbitrator shall have no authority to add to, detract from, or vary the terms of the Agreement.
- F. It is further recognized that the following matters are not subject to the arbitration procedures:

1. The failure to re-employ any probationary teacher. However, all matters regarding layoff and recall under Section 9.06 of this contract shall be fully arbitrable.
 2. Failure to re-employ any teacher to a position on Schedule B.
 3. Ratings and comments on teacher evaluations, except that teacher evaluations used as a basis for a written reprimand, discipline, and/or discharge shall be arbitrable.
 4. The filling of administrative and supervisory positions, so long as consideration is given in compliance with 9.05-C of this Agreement.
 5. Any procedure that is subject to the specific procedures under the Teacher Tenure Act.
 6. Any claim or complaint in which the teacher has initiated remedial procedures via a forum established by law or by regulation having the force of law.
- 8.07 The Association and the Board may mutually agree in writing to waive one or more of the steps in the grievance procedure in an effort to expedite the solution of the grievance. Every effort should be made to expedite the process. In the absence of the principal or superintendent, an officially designated representative shall be responsible to carry out the grievance procedure.
- 8.08 Failure of the Association or the aggrieved to advance a grievance through the grievance procedure within the established time limits shall result in said grievance being considered withdrawn without prejudice to future grievances of a similar nature. If the Administrator or Board fails to respond to each step according to the established time limits, the grievance may be appealed to the next step in the grievance procedure.
- 8.09 The time limits may be extended by written mutual consent.
- 8.10 Any grievant may have present at any meeting or hearing at any step of the grievance procedure Association Grievance Committee members, Association officers and/or an Association representative.
- 8.11 An Association grievance may, at the Association's option, commence in writing at either Step One or Step Two of the grievance procedure.
- 8.12 No reprisals of any kind shall be taken by or against any party of interest or any participant in the grievance procedure by reason of such participation.
- 8.13 All documents, communications and records dealing with a grievance shall be filed separately from the personnel files of all participants.
- 8.14 Access shall be made available to all parties of all public documents, communications and/or records upon which any party relies in the course of processing a grievance, unless release of such information is expressly prohibited by law.
- 8.15 Meetings relating to grievances, and investigation, discussion or processing of grievances shall be done outside normal class hours unless mutually agreed otherwise.
- 8.16 Nothing contained herein shall be construed to prevent any teacher from presenting a grievance and

having the grievance adjusted without the intervention of the Association, if the adjustment is not inconsistent with the terms of this Agreement, provided that the Association has been given opportunity to be present at such adjustment, and further provided that individual teachers may only present grievances through the Board step. Only the Association has the authority to appeal a grievance to arbitration.

ARTICLE 9 VACANCIES, PROMOTIONS, AND TRANSFERS

9.01 **DEFINITION OF CERTIFIED AND QUALIFIED** For the purposes of this article, Vacancies, Promotions, Transfers, Layoffs, and Recalls, the following definitions shall be applied:

CERTIFIED: Possessing a Michigan Certificate valid for the teaching level.

QUALIFIED: Qualifications mean and include appropriate state certifications and meeting all State and Federal requirements, and having attained a sufficient number of credit hours in subject areas to meet accrediting agency standards.

9.02 **DEFINITION OF VACANCY**

A. Permanent Vacancy: A permanent vacancy is any job opening within the bargaining unit which the District intends to fill, including but not limited to, regular full-time or part-time jobs; newly created positions; any permanent opening in an existing job created by death, resignation, discharge, retirement, or permanent transfer; a position vacated by an employee on a leave (paid or unpaid) without the right to return to his/her position; or any other vacancy as determined by the District.

B. Temporary Vacancy: A temporary vacancy is defined as an opening within the bargaining unit created by an employee on a leave (paid or unpaid) with the right to return to his/her former position. A temporary vacancy also includes vacancies that occur on August 1 or later, that the District elects to post and fill as temporary vacancies.

C. Return rights for an employee on leave of absence are governed by the leave provisions in this Agreement.

9.03 **HIRING QUALIFIED, CERTIFICATED PERSONNEL** The District recognizes the need to hire qualified personnel according to the laws and standards of No Child Left Behind. In making its decision in filling vacancies, the District will continue to do so with qualified, certificated personnel for teaching positions.

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

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

- 9.04 **COMING YEAR'S ASSIGNMENT** Teachers who will be affected by a change in grade assignment at the elementary school (Grades K-5), or change in subject or grade assignment at the secondary level (Grades 6-12) will be informed by their principals by the close of the current school year. If the assignment is uncertain, the teacher will be so notified at the close of the current school term.

If the teacher has been notified that his assignment is uncertain, he will be notified of a new assignment or a new preparation by July 1, or as soon thereafter as possible. A new preparation is one which a teacher has not taught within the last three years.

- 9.05 **CHANGE IN ASSIGNMENT** Any change in assignment made in the summer when school is not in session will be handled as follows: If the District determines that it is necessary to change assignments pursuant to this section, the administration will send written notification by certified mail to the teacher's last known mailing address (as provided by the teacher) of such an anticipated change in assignment. No final decision will be made by the administration unless the teacher to whom the communiqué is sent fails to respond within two weeks after having been sent the notification of the anticipated change. If the teacher responds and wishes to discuss the change, a conference will be held.

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

9.07 **APPLICATION PROCESS**

- A. **POSTING** Openings in building teaching positions shall be offered first within the building as internal openings. The District shall post the initial opening(s) within that building and the building teachers shall respond to the principal in writing within the posting period.

The principal shall make the change in assignment(s) and notify the building teachers in writing of the subsequent openings. Transfer requests to the resulting openings shall be assigned immediately.

After changes in assignments within a building have occurred, the District shall post in each building a bulletin board hard copy; a voice mail on the internal announcement hot line, and on the Bookshelf, all vacancies in teaching positions, extracurricular positions, and administrative or supervisory positions.

Step 1: District-wide postings, posted for five (5) working days. Teachers within the building have first chance at the postings for positions in that building.

Step 2: Positions not filled at the building level will be filled with District-wide candidates.

Step 3: Positions not filled at the building or district-wide level shall be filled externally.

If these openings are posted during a vacation period of more than three (3) days, postings will be placed on the internal announcement hot line and copies of the postings shall be mailed to the Association president.

- B. **RESPOND TO POSTINGS** – To the Human Resources Office

1. Teachers may apply to (multiple) postings by written letter, or e-mail and follow with a signed letter or a signed copy of the e-mail. In the event the teacher applies for more than one (1) posting, the teacher shall prioritize his/her choices.
2. Teachers will be notified within three (3) workdays after the posting has expired of the assignment(s) for which they are qualified and are the most senior applicant.
3. The teacher must accept or reject the assignment within two (2) work days. If the teacher accepts a new position, he/she will be sent a signed letter verifying the new assignment which will commit the teacher to the assignment for the coming school year.
4. If the teacher fails to accept or reject the assignment within the two (2) work days, it will be offered to the next most senior person who is qualified. If there are no qualified internal candidates, external candidates will be considered.

C. **STATEMENTS OF INTEREST: ADMINISTRATOR/ SUPERVISORY POSITIONS** A teacher may file a statement of interest in any administrative or supervisory positions for which the teacher might wish to be considered. Such statement of interest should be in writing and should be delivered to the Office of Human Resources. Such statement of interest shall be renewed every year to be deemed current and shall be considered an application. Such statements of interest will be considered along with other applications from inside and outside the District in the event of an opening for administrative or supervisory positions.

D. **STATEMENTS OF INTEREST: SCHEDULE B POSITIONS** A teacher may file a statement of interest in any Schedule B positions for which the teacher might wish to be considered. Such statement of interest should be in writing and should be delivered to the Office of Human Resources. Such statement of interest shall be renewed every year to be deemed current and shall be considered an application. Such statements of interest will be considered along with other applications from inside and outside the District in the event of an opening for a Schedule B assignment.

E. **SCHEDULE B POSTINGS**

1. District-wide Schedule B job openings will continue to be posted district-wide in each building, and the application shall be made directly to the Assistant Superintendent for Human Resources.
2. Schedule B job openings which apply to a particular building or buildings and can only be filled by a teacher in that building or buildings shall still be posted district-wide for information purposes, and the application shall be made directly to the Assistant Superintendent for Human Resources.

9.08 **STAFFING PROCEDURES** The following provisions shall apply to staffing procedures:

- A. In case of vacancies in teaching positions covered by this Agreement, the District shall consider all qualified applicants who apply, giving preference in filling the position to currently employed teachers in the District. If more than one teacher applies for a single position, preference shall be given in order of seniority.

Exception to the above paragraph: A teacher who has received an overall rating of "unsatisfactory" in his/her most recent formal appraisal shall be allowed to transfer to a vacant teaching position once. If the teacher continues to receive an overall rating of "unsatisfactory" in his/her new assignment, the teacher will not be allowed to transfer to subsequent teaching vacancies until such time as his/her overall rating is not unsatisfactory.

- B. If there are no qualified applicants from within the District, any remaining vacancies shall then be posted externally, or outside the District. Internal applicants may apply during the external posting process.
- C. In the event that there is an excess of teachers at a particular grade level in one elementary building and a vacancy at that grade level in another building, an involuntary transfer may occur. The involuntary transfer shall be the teacher of lowest seniority at that grade level in that building. Grade level for purposes of this paragraph shall be either K-2 or 3-5.
- D. A vacancy resulting from a leave of one (1) year or less, to which a teacher on leave has a right to return, shall be considered a "temporary vacancy."
 - 1. If the leave is expected to be for less than one (1) semester, the District may fill the vacancy with a guest teacher without posting.
 - 2. If the leave is expected to be for one (1) semester or more, up to and including one (1) year, the vacancy will be posted. The posting shall state that the position is a temporary vacancy, and shall include the expected duration of the leave.
 - 3. If the teacher on leave does not return, the vacancy shall be posted as a permanent vacancy for the following school year.
 - 4. If a contracted guest teacher fills a temporary vacancy and is subsequently hired as the permanent teacher for the position, the guest teacher will be given seniority credit and probationary credit for the time that he/she filled the vacancy as a guest teacher.

LATE SUMMER VACANCIES

- 1. All vacancies that occur before August 1 shall be posted and filled as permanent vacancies.
- 2. A vacancy that occurs on August 1 or later shall be posted and filled using one (1) of the options below, as determined by the District:
 - a. The District may elect to post and fill the vacancy as a permanent vacancy.
 - b. Alternatively, the District may elect to post and fill the vacancy as a temporary vacancy for that school year.
 - c. In the event the vacancy is posted and filled as a temporary vacancy, that temporary vacancy shall be re-posted and filled as a permanent vacancy for the following school year.

- F. It is expressly understood that the layoff/recall provisions have preference over the above staffing procedures, and that in the event of a conflict, these staffing procedures shall be waived or modified as necessary to effectuate the staff reduction provisions contained herein.
1. A displaced teacher shall be defined as a teacher without a position due to:
 - a. teacher returning from a one (1) year leave of absence
 - b. elimination of an elementary class section, or
 - c. elimination of a position in grades 6 – 12
 2. Displaced teachers shall be given priority of assignment to vacancies over voluntary transfer requests provided the displaced teacher is certified and qualified.
 3. A displaced teacher may reapply for posted vacancies until they receive their first choice.
 4. If an eliminated class section or position is reinstated during the summer, the District will offer the position to the teacher who held it. The Association will be notified the position is available. The teacher may accept or reject this reinstated position.
 5. If a position opens in the building the displaced teacher was in, the teacher(s) may apply for the position provided that the position is in the same grade level (K-2) or (3-5) or subject area.
 6. If more than one displaced teacher requests the same position, the position will be awarded based on seniority provided they are certified and qualified.

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

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

- A. Persons in specific positions as of the start of the 1982-83 school year for which they do not meet the standards described herein, shall, nevertheless, be considered qualified for as long as they occupy said specific positions.
- B. **SENIORITY** Seniority for all purposes under this Agreement shall be defined as the length of unbroken service within the bargaining unit since the last date of hire or transfer into the bargaining unit. Accumulation of seniority shall begin with the employee's first working day in the bargaining unit (since last date of hire / transfer into the bargaining unit).

All bargaining unit seniority shall be lost by an employee upon resignation, retirement, transfer to a non-bargaining unit position, and/or discharge for cause. Neither layoff nor the taking of a

leave as provided under this Agreement shall constitute a break in service. Seniority shall continue to accumulate during a leave as provided under this Agreement. During a period of layoff, seniority shall continue to accumulate up to the total amount of time that the teacher was employed by the district at the time of the layoff, and then shall be frozen. [Example: A teacher who is laid off at the end of the third year of employment shall continue to accumulate seniority while on layoff for up to three years, and will then be frozen at six years.]

An employee who terminates employment in the bargaining unit and is later rehired or transfers back into the bargaining unit shall begin as a new hire from the most recent date of hire and shall not retain any seniority from previous bargaining unit employment.

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

- C. Non-Certificated teachers with permits or approvals in the specific positions being reduced or eliminated will be laid off first, provided there are certified and qualified teachers remaining to replace and perform all of the teaching duties of the laid off teachers.
- D. Probationary teachers in the specific positions being reduced or eliminated will be laid off in inverse order of seniority, so long as there are more senior teachers who are certificated and qualified to replace and perform all of the teaching duties of the laid off teachers.
- E. If further reduction is required after using the steps outlined in paragraphs 9.10 C and 9.10 D, tenure teachers in the specific positions being reduced or eliminated will be laid off in inverse order of seniority provided there are certificated and qualified teachers remaining to replace and perform all of the teaching duties of the laid-off teachers.

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

- F. The Board shall maintain a current list of seniority. Not later than November 1 of each year, the District shall provide the Association president with a current seniority list.
- G. Written notice of layoff shall be given to affected teachers no later than July 1, prior to the school year in which the layoff is scheduled to take effect.
- H. All laid-off teachers shall be recalled, when conditions so allow, in the order of their seniority provided they are certificated and qualified to teach the available positions.
 - 1. A person being recalled shall be notified by registered mail and shall have ten (10) days from the time the notice is received to reply and/or report to work, but may state his/her position in writing any time before the end of the ten day period. It shall be the responsibility of the teacher to keep the District informed of his/her current address.
 - 2. A person being recalled to less than a full-time position may reject such a position without losing his/her right to recall.
 - 3. A person being recalled to less than a full-time position may accept such a position and still retain the right to accept the first full-time position that he/she would otherwise be entitled to.

4. A person being recalled who is under a teaching contract of one year or less with another employer, which is a recognized educational institution (excluding home schooling), may reject a recall which would be effective during the term of the contract with the other employer without losing his/her future right to recall. At the conclusion of the current contract with the other employer, said teacher may displace a less senior teacher in the district provided he/she is certificated and qualified for such a position.
 - a. When a teacher receives a recall notice at least sixty days before the beginning of the semester for which the teacher is being recalled, the teacher shall make a written request directed to his/her present employer to be released from that contract with a copy of the written request and reply sent to the West Ottawa Superintendent.
 - b. If the current employer timely agrees to release the teacher without penalty, the teacher shall return according to the terms of the recall notice at the beginning of the next semester.
 - c. In the event the teacher fails to request the release as set forth in paragraph 4-a above, or if the teacher is released and fails to return to employment in West Ottawa in accordance with paragraph 4-b above, the teacher thereby waives all contractual rights to recall under the terms and conditions of the Master Agreement.
5. The District shall not be permitted to implement the provisions of Section 9.10 H 1-4 above unless all of the following have been done:
 - a. The recall notice shall include a statement – in clear, unambiguous language – explaining:
 - 1) that the teacher is required to make a written request to be released from his/her contract with the teacher's present employer, and
 - 2) that the teacher is required to send a copy of this written request to the WOPS Superintendent, and
 - 3) that the teacher is required to send a copy of the reply to the WOPS Superintendent.
 - b. The recall notice shall also include a statement – in clear, unambiguous language – explaining that if the teacher fails to request the release as set forth in paragraph 4a above, the teacher waives all contractual rights to recall.
 - c. The recall notice shall also include a statement – in clear, unambiguous language – explaining that if the teacher fails to return to employment in West Ottawa in accordance with paragraph 4b above, the teacher waives all contractual rights to recall.
 - d. If a teacher fails to comply with these requirements, the District shall notify the teacher by registered mail of this failure, and shall notify the teacher that if he/she does not comply with these requirements within two (2) week days (excluding holidays) after receipt of the letter, the teacher's employment will be terminated.

6. Teachers on layoff from the employer who register to substitute will be placed in a priority position on the guest teacher calling list and will normally be called before other guest teachers. Such teachers will so register each school year and will be paid at the guest teacher rate.

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

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

ARTICLE 10 LEAVES

10.01 PAID LEAVES

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

The District, at its discretion, may require verification of the death, relationship, and actual attendance at the funeral following the leave and may withhold payment if the employee(s) did not make immediate request for leave, prior to taking the time off, so that his/her work could be covered in his/her absence.

1. If the leave is for the death of an extended family member, all such leaves shall be deducted from the number of "PAID sick leave days" accumulated by the teacher.
2. In cases when the death involves a member of the teacher's immediate family, or the immediate family of the teacher's spouse, or the death of a relative living in the same household as the teacher, the teacher shall be paid for such leave time. Immediate family as used herein shall include only spouse, parent, grandparent, child, brother and sister, those who stood *in loco parentis*, and others as approved by the administration.

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

In the event members of the National Guard or Reserves are ordered to participate in activities which result in loss of time from their teaching responsibilities, such members will be paid the difference between the total amount paid by the government and the amount they would have otherwise received from the District. This payment shall apply only to the period not to exceed the first fifteen (15) working days after the period of being called into duty for which they would otherwise have received pay from the District.

- C. **JURY DUTY** Teachers required to serve on jury duty or subpoenaed to testify in a judicial proceeding to which they are not a party, shall be allowed a leave of absence. Teachers who secure a leave for such purpose will be compensated the difference between what they receive for such duty (excluding travel allowances) and their normal pay.
- D. **MATERNITY RELATED ILLNESS OR DISABILITY** Teachers may use sick leave and/or sick bank for maternity related illness or disability, the same as for any other illness/disability.
- E. **PERSONAL LEAVE** At the beginning of every school year each teacher shall be credited with three (3) paid personal leave days. The purpose of the personal leave is to allow a teacher days to schedule activities which cannot be completed on the weekend. Personal leave may be used for doctor's appointments and for illness. A personal leave day may not be used for recreation, vacation, or shopping. This includes hunting, shopping trips to the mall, and any other activity which would fall under these three categories. An unpaid leave day may be taken for this type of activity. A teacher planning to use a personal leave day or days shall notify his/her principal as early as possible, and shall provide written verification upon return. A personal leave day will not normally be granted for the day preceding or the day following holidays or vacation, and the first and last days of the school year.

Only one (1) personal leave day may be used after May 1st each year. In special circumstances, requests to use additional personal days after May 1st should be made to the Assistant Superintendent for Human Resources.

Unused personal leave days at the end of the school year will be rolled over into a teacher's accumulated sick leave.

- F. **SICK LEAVE**
1. An employee who is injured, ill, or disabled and whose claim of injury, illness, or disability is supported by satisfactory evidence, shall be granted a sick leave of absence without loss of pay up to fifteen (15) days in the first year of employment and up to ten (10) work days in any single school year thereafter, with unused leave cumulative to a maximum of one hundred (100) days.
 2. Employees shall be allowed to use up to five (5) days per year sick leave for absence occasioned by the critical illness, injury, or disability of a member of the immediate family as defined in Article 10.01.A. An additional 15 days will be available when attending physician determines the teacher's presence is necessary.
 3. An employee granted such leave upon his/her verbal request shall at the first reasonable opportunity support such request with an application in writing and with such evidence as the District may reasonably require.
- G. **SICK LEAVE BANK** The District shall initiate a voluntary Sick Leave Bank.
1. Each year during the month of September, bargaining unit members may contribute one (1) or more days (up to a maximum of ten (10) days per year) of accumulated sick leave for the purpose of funding a Sick Leave Bank. Those wishing to participate will enroll in September.

2. The Sick Leave Bank is established for the purpose of providing a teacher income protection in the event an illness or injury exhausts accumulated sick leave before income protection insurance begins or the teacher recovers and can return to work.
 - a. The bank is not available for day-to-day occasional absence. (Except for Catastrophic/Serious Illness follow-up treatments or tests.)
 - b. Teacher may apply if they have been absent for at least five consecutive work days for an illness/disability.
3. Upon return to work, the teacher shall repay the Bank for the days owed (number of days borrowed minus number of days contributed) at the rate of three (3) days per year. When a teacher's accumulated sick leave days reach twenty (20) or more days she/he shall pay back at the rate of 5 days per year.

If a member retires, resigns or for other reasons plans to leave the district before repaying the Bank, the teacher will repay the district, prior to departure, for the number of days still owed at the daily rate of the BA Base Step 0 of the current year. (This payback requirement takes effect with the 2005-2006 contract. All days owed prior to the 2005-2006 Contract Extension shall not be affected by this pay back requirement if a teacher leaves the district.)
4. The Bank shall be administered by the Assistant Superintendent for Human Resources. All applications and any additional requested paperwork will be sent to the Office of Human Resources. Bank applications shall be reviewed and eligibility decisions made jointly by the Asst. Superintendent of Human Resources and the WOEPA President/designee. The applicant shall receive notification from the Office of Human Resources as to approval or non-approval of his/her request and, if approved, the number of days approved.
5. All applications shall be submitted at least thirty (30) days in advance. In an emergency situation, the application should be submitted as soon as possible for approval.
6. **Bank Use with one day in bank** – a teacher may apply for sick leave days from the bank when he/she has exhausted his/her own personal accumulated paid sick leave days and they are a member of the bank with one day in the bank. If the application is approved:
 - a. The teacher shall have a waiting period of five (5) unpaid days which will be subtracted from their total eligible days.
 - b. The payroll deduction for these unpaid five (5) days shall be prorated over the remaining pay periods unless the teacher requests other approved payroll deduction arrangements.
 - c. The number of bank days available shall be computed as follows:

Years in the district (Completed years) times three (3) days – minus the five (5) Waiting period days.

Total eligible days. (___ yrs x 3) = ___ - 5 unpaid days = ___ Eligible days.

- d. The days are to be used for the teacher's illness/disability only. These days may not be used for family sick leave or child care.
- e. The days are used for medically necessary surgery during the school year, not for elective surgery. The district reserves the right to request a second medical opinion as to the need of surgery during the school year.

7. Days available for use for teachers with more than one (1) day banked:

- a. Teachers may borrow from the bank their own banked days in addition to the number of general Bank days they are eligible for under the formula when their application is approved.
- b. The number of general bank days available to a teacher (not their own banked days) shall be equal to the number of completed years in the District minus five (5) waiting period days.
Eligible days = (___ yrs. x 3) = ___ - 5 unpaid days = Eligible days + banked days.
- c. Teachers with days in the bank may use their days for illness/injury until their total days are down to one (1) day.
- d. The total number of days that a teacher with days banked may use shall be 8b. and 8c.

8. For Catastrophic/Serious Illness or Injury (could qualify for Long Term Disability) that requires more than thirty (30) days absence.

- a. The waiting period shall be waived by the Asst. Superintendent of Human Resources.
- b. A doctor's verification shall be required every thirty (30) days of absence.
- c. Continued treatments required for an illness which necessitates absences on an intermittent basis and the teacher has exhausted all of his/her personal sick leave s/he shall be granted additional days to cover these absences. This would apply to the following school year(s) as needed.
- d. For catastrophic illness/disability the teacher may borrow enough days to satisfy the Long Term Disability waiting period regardless of the number of days banked or the number of days in 8b. granted to the teacher. The approval process is explained in 10.01 G.5.
- e. After 90 calendar days (3 months) absence from work and using the sick leave bank, the teacher shall initiate the LTD application process. The application shall be made available to the teacher through the business office.
- f. If a member retires, resigns, or goes on LTD after borrowing these days for a catastrophic/serious illness or injury, the payback shall be waived.

9. The Sick Bank Guidelines

- a. The member will provide a statement from the attending physician if requested by the Asst. Superintendent of Human Resources describing the nature of the disability, treatment rendered, and prognosis for return to work.

- b. In the event the initial application is not approved, the member shall be entitled to submit additional evidence and/or meet with the Asst. Superintendent of Human Resources and the WOEPA President/designee to review the request.
- c. The decision on the Sick Leave Bank application shall be final.
- d. A new disability period shall begin after a member has returned to work for ninety (90) calendar days. A member can draw up to the maximum for a new disability or subsequent disability providing the waiting period has been satisfied.
- e. A member using the sick leave bank days shall submit a written medical update to the Office of Human Resources every thirty (30) days.
- f. The Bank shall be administered in a manner that is not arbitrary or capricious.
- g. No member shall receive days from the Sick Leave Bank for which they are compensated from other sources, including but not limited to worker's compensation, Long-Term Disability, Social Security Disability, or retirement disability, excluding Short Term Disability. Any funds received via the bank which constitutes a double payment under the terms of this Article shall be immediately repaid to the District.
- h. HIPPA guidelines and policies shall be followed.

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

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

10.02 **UNPAID LEAVES**

- A. **FAMILY AND MEDICAL LEAVE ACT** All Family Medical Leave Act Leaves of Absence shall be subject to and administered in accordance with the Family Medical Leave Act and its regulations. The Board reserves all rights granted to school districts under the Act. See FMLA Fact Sheet in Appendix A.
- B. **CHILD CARE LEAVE** Unpaid child care leave shall be granted for up to one full year upon the teacher's request. A second year will be considered for the purpose of caring for the employee's infant, adopted child, or child with a medical condition. Request for leave shall be

made within thirty (30) days in advance of such leave. Any employee on a child care leave shall not be employed elsewhere during the period covered by such leave. If the employee takes a job elsewhere, the leave is cancelled.

- C. **OTHER LEAVES** Leaves of absence may be granted by the administration at its discretion. The request for such leave shall be made in writing at least (sixty) 60 days prior to the end of the school year preceding the year for which the leave is requested or 60 days prior to the date the leave is to begin. This required 60 day notice may be waived by the Superintendent in cases where unusual circumstances justify a waiver. The request must include the purpose of the leave, and a statement by the teacher confirming that the teacher intends to return to the District at the beginning of the next semester following the end of the leave.

Teachers may request a sabbatical leave for the purpose of advanced education. If it is approved by the Superintendent, the terms of the leave shall be worked out with the Association and the teacher regarding salary and fringe benefits. The teacher will be granted a leave without loss of seniority and upon return will be placed on the salary schedule as if he/she had been working the year(s) he/she was out of the district.

- D. **SHORT-TERM LEAVE** Other short-term leaves may be granted by the Superintendent without Schedule A pay.

10.03 **PROFESSIONAL LEAVES**

- A. **ASSOCIATION LEAVES** At the beginning of every school year the Association shall be credited with five (5) days to be used by teachers who are officers or agents of the Association; such use to be at the discretion of the Association. The Association may purchase five (5) additional Association days per year at the cost of \$95.00 per day.
- B. **PRESCHEDULED ABSENCES** The number of pre-scheduled absences from a building for conferences, professional development, and personal leave shall be limited to twelve percent (12%) of the building staff unless the administration deems it advisable for additional staff members to attend a conference or inservice, or in special circumstances an additional personal leave day is required.

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

- 10.05 **NOTICE OF RETURN** The teacher on leave must submit written notice to the Superintendent by April 1 of the school year in which the leave expires (or in the case of leaves for less than a year, such other date as may be set by prior agreement between the Superintendent and the teacher) stating the teacher's intent to return to work the following year.

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

- A. If the leave is for one (1) year or less, the teacher shall have the right to return to the position he/she held prior to the leave, if that position still exists.

B. If the leave is for more than one (1) year, the teacher will be assigned to a position consistent with the teacher's qualifications and training, as the Administration in its discretion determines. If no position is available, the layoff procedure will be implemented.

10.07 **UNAUTHORIZED LEAVE** Personnel who fail to follow the above procedures will be notified by the District and given a deadline to respond to the notification. If the teacher fails to respond by the deadline, he/she will be considered to have terminated employment and will be considered to have resigned.

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

The District may place the teacher on leave status pending receipt of the doctor's report. If placed on leave status, the teacher shall have a right to a hearing in accordance with the Michigan Tenure Act (see Article V, Michigan Teacher's Tenure Act), or to grieve and arbitrate the District's actions in accordance with the grievance provisions (see Article 8 of the Master Agreement). There shall be no interruption in pay while in this status and the teacher's accumulated sick leave shall be reduced only by the number of days the doctor's report certifies as days on which the teacher was too ill to perform regular services.

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

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

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

ARTICLE 11 TEACHING CONDITIONS

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

Teachers who are on their duty-free lunch time are free of student supervisory responsibility. However, if a teacher schedules students to be in his/her room during the lunch time, the teacher shall have responsibility for the students. In case of emergency or inclement weather, however, a teacher may be assigned to this duty on a rotating basis. Nothing shall prevent a teacher from volunteering or being hired to accept playground, lunch, or recess duties.

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

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

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

If either party believes that an amicable solution has not been realized, said party may move to convene an Impartial Advisory Panel. The Impartial Advisory Panel shall be composed as follows: (1) The President of the Board and the President of the WOECA will each submit one nominee to the Panel. Said nominee will neither be members of the Board of Education nor employees of the District. These two nominees will mutually select a third nominee to the Panel. (2) The three members of the Panel shall select one of the members to be chairperson who shall convene and preside over a hearing. Subsequent to the hearing, the chairperson shall issue an advisory report to the Association, the Board and the community. (3) Costs and expenses incurred by the Panel shall be borne equitably between the Board and the Association.

To facilitate the Association's use of 11.03, the District shall provide the Association with an accurate student count classroom by classroom, including the number and category of the inclusion students in each classroom. This information shall be provided to the Association within two (2) weeks of the scheduled student count days.

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

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

- 11.05 **SPLIT GRADES** If the administration concludes that distribution of students necessitates the possibility of split grades, the teachers in the school of the classes involved, if available, shall have an opportunity to make suggestions as to whether larger classes or split grades offer the better

educational setting, subject to final determination by the administration. In connection with determining the assignment of paraprofessional employees of the District, the administration, as a part of its evaluation of needs, will consider the particular conditions which exist within certain classrooms, on certain playgrounds, the number of teachers in each building, and the number of self-contained split grades within the building. In the event split grades are necessary, the teachers in the classes affected will have an opportunity to make suggestions on the need for additional paraprofessional assistance.

- 11.06 **MULTI-AGE ELEMENTARY CLASSES** Multi-age elementary classrooms containing more than a one-year age span or grade level shall include the following:
- A. The job posting shall indicate that the assignment is to a multi-age classroom.
 - B. Assignment to a multi-age classroom shall be voluntary, from among teachers who have requested such assignment or been suggested for it. Teachers should have background and/or training in multi-age teaching.
 - C. Should additional multi-age programs be implemented, the District will provide inservice training.
 - D. The selection of students (including special education and special needs students) for multi-age classrooms shall be the same as the selection of students for single-grade elementary classrooms.
 - E. Multi-age classrooms will be assigned the same number of students as the single-grade classrooms in the building. Thereafter, new students who enroll in the building will be assigned to the multi-age classrooms the same as to the single-grade classrooms in the building.
- 11.07 **LOOPING** Looping is completely voluntary. Only teachers with two (2) or more years of teaching experience shall be considered for looping. A teacher who wishes to loop shall pair with another teacher in the other looping grade. Teachers who volunteer to loop shall return to the grade level where they started looping for the purpose of downsizing or staff reduction.
- 11.08 **MIDDLE AND HIGH SCHOOL CLASSROOMS**
- A. The Administration shall make a reasonable effort to level class numbers between sections in the same course.
 - B. In no event shall the number of students assigned to a class exceed the number of student work stations available. Should the number of students assigned exceed the number of work stations, the Board will increase the work stations as necessary.
 - C. Should the Board mainstream special students, the Board will attempt to mainstream them into the smaller classes.
 - D. The District shall continue the class size practices currently in effect in the high school including the number of students per class and balancing classes within departments. The maximum teacher load per trimester shall be 120 students per teacher-with the exception of performing music.
- 11.09 A. **PLANNING TIME**

1. All teachers in grades 6 through 12 shall have one scheduled planning period in each school day.
 2. Bargaining unit members in the elementary schools shall have at least two hundred forty (240) minutes of planning time each week during the student day in blocks of at least thirty-minute periods.
 3. Each kindergarten teacher shall have a morning and afternoon break either in the form of planning time, a duty-free recess period (covered by certified personnel), or a break given by the principal or educational assistant.
 4. Teachers in Grades 6-8 will have 55 minutes of planning time daily = 275 minutes per week.
 5. Teachers in Grade 9 will have 320 minutes per week of individual planning time.
 6. Teachers in Grades 10-12 will have 320 minutes per week of individual planning time.
 7. Planning time will be prorated for part-time teachers.
- B. Planning periods use shall be limited to matters such as conferences between teachers and students or parents of students, teachers' cooperative planning, teachers' preparation and planning for instruction, teacher-requested meetings with administrators, meetings with mentors or mentees, or other duties relating to teaching responsibilities.
- C. If, during the school year, the District concludes that under emergency circumstances a planning period cannot be included in the schedule of a bargaining unit member at the high school during the regular school day, the District shall inform the high school WOEI Negotiating Team Representative of such circumstances. The Negotiating Team Representative will then be provided with a written statement as to the decision and the grounds for the decision. The position will then be posted as provided for under Section 9.05. Compensation shall be prorated based on 14% per year of the teacher's current step on Salary Schedule A.
- D. Teachers who, at the request of the Administration voluntarily accept a teaching assignment occasionally in place of a planning period, shall be paid at the Schedule C hourly rate for each such planning period that the teacher gives up for such other assignment. The rates are shown below. In each such case, the teacher who accepts the assignment will be given a written record of the additional services rendered, such written record to be provided to the teacher as soon as practical after the services are rendered.

	Minutes	Multiplier	2005-2006
Grades 6-8 Traditional Period	56	1.00	\$29.50
H.S. Short Period	58-60	1.00	\$29.50
H.S. Long Period	70-76	1.24	\$36.58

11.10 **TEACHERS' HOURS**

- A. The teachers' hours shall be in accordance with Schedule G.
- B. Teachers shall remain ten (10) minutes after students are dismissed.
- C. Each kindergarten session shall be in accordance with Schedule G. At the end of the morning session, kindergarten students who are waiting for parent rides shall be taken to the office to wait after the other kindergarten students are loaded on the buses.
- D. No teacher shall be required to be at school more than seven (7) hours and eighteen (18) minutes (consecutive), except in case of special events as specified herein or in emergency situations.

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

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

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

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

11.15 **KINDERGARTEN EXTRA COMPENSATION**

A. PRE-ASSESSMENTS

- 1. Kindergarten teachers shall administer pre-assessment to incoming kindergarten students prior to the start of the school year. The pre-assessments shall last approximately four (4) to six (6) hours per class session. The date(s) and time(s) for kindergarten pre-assessments shall be set by the administration and the kindergarten teachers of each elementary building.
- 2. Each kindergarten teacher shall be permitted to select one (1) of the following options:
 - a. The teacher shall be allowed one (1) compensatory day off during the school year. The procedures used for personal business days shall be applied to this compensatory day, or

- b. The teacher shall be paid at his/her regular per diem salary rate prorated for the number of hours worked. Minimum payment shall be one-half (1/2) day pay for teachers with two (2) sessions, and one-fourth (1/4) day pay for teachers with one (1) session.

B. COMPENSATION FOR EXTRA CONFERENCES

1. Full time kindergarten teachers shall be compensated at the Schedule C hourly rate for the extra (above the twelve scheduled hours) parent conferences in the fall. Hours shall be submitted on the time sheets and rounded to the nearest half hour of time.
2. Full-time kindergarten teachers shall be compensated at the Schedule C hourly rate for any extra (above the six scheduled hours) hours spent in parent conferences in the spring.

11.16 **COMMUNICATIONS WITH PARENTS** Teachers are expected to communicate with the parents of their students on a weekly basis, using one or more of the following:

- A. Classroom or grade level newsletters
- B. Flyers
- C. Progress updates
- D. E-Mail
- E. Websites
- F. ClassLine
- G. Telephone

Each teacher shall notify his/her building principal of the method(s) of communications that he/she will use.

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

11.18 **CURRICULUM CHANGES** Curriculum changes and changes in related procedures will not be made after June 1st of the school year. Guidelines will be established.

11.19 **LESSON PLANS** Teachers will be expected to have weekly lesson plans. The lesson plans will include the following components: objective, instruction, assessment, and assignment.

11.20 **PARENT-TEACHER CONFERENCES** The expectation for Schedule A Parent-Teacher conferences is that all teachers shall meet with parents during the scheduled conference time. In the instance where a teacher is unable to meet with parents during the scheduled conference time, an alternate scheduled time to meet with parents must be set up with approval by the building principal. In the event that a teacher does not meet with parents during scheduled conference time or during an approved alternate time, the Schedule A time will be unpaid.

ARTICLE 12
MENTOR TEACHER

- 12.01 The Teacher Mentoring process is a cooperative arrangement between peers in which new teachers are provided ongoing assistance and support by skilled and experienced teachers. This relationship should be collegial in nature, and should be directed toward the development and refinement of effective teaching skills.
- 12.02 A Mentor Teacher shall be defined as a Master Teacher as identified in section 1526 of the School Code and shall perform the duties of a Master Teacher as specified in the code. The Mentor Teacher shall be a member of the bargaining unit.
- 12.03 As used in the context of this article:
- A. NEW TEACHER: a beginning teacher within her/his initial three years of employment in teaching. (MENTEE)
 - B. MENTOR: a master teacher who voluntarily agrees to assist and support a new teacher within the context of an ongoing, caring relationship.
- 12.04 A new teacher in her/his first three (3) years of employment shall be assigned a Mentor Teacher. The purpose of the mentor assignment is to provide a peer who can offer assistance, resources and information in a non-threatening collegial fashion.
- 12.05 A Mentor Teacher shall be assigned in accordance with the following:
- A. The Mentor teacher shall be a tenured member of the bargaining unit and shall have worked in a similar grade level or discipline within the last five years.
 - B. Participation as a Mentor Teacher shall be voluntary. Assignments are made by the administration. Administrators will not participate as Mentor Teachers.
 - C. The Association President shall be notified of all those bargaining unit members requiring a mentor assignment. The notification shall include the Mentee's teaching assignment.
 - D. Every effort will be made to match Mentor Teachers and Mentees who work in the same building and have the same area of certification or work assignment (school social worker, etc.).
 - E. Mentee shall only be assigned to one (1) Mentor Teacher at a time.
 - F. Subject to renewal each year, the Mentor Teacher assignment shall be for one (1) year and shall be reviewed by the Mentor Teacher and Mentee at the end of the year with the approval of the administration.
 - G. Because of the nature of the Mentor/Mentee program the relationship shall be confidential, neither one shall be permitted to participate in any matter related to the formal evaluation of the other.

- 12.06 The administration shall make available half days of released time so the Mentor may work with the Mentee in her/his assignment during the regular work day. Where possible the Mentor and Mentee shall be assigned common preparation time.
- 12.07 Mentees shall be provided with a minimum of fifteen (15) days of professional development induction during their first three (3) years of classroom teaching. Professional development shall be scheduled prior to and throughout the school year.
- 12.08 No later than the end of the first year that a bargaining unit member serves as a Mentor, she/he shall attend a workshop or conference approved by the Administration for the purpose of training. All expenses shall be paid by the school district.
- 12.09 Compensation for the Mentor Teacher - per twelve month assignment - 1% of the BA Base. Beginning on the last day of the 2002-2003 Agreement, compensation for the Mentor Teacher shall be increased to 2% of the BA Base for first and second year mentees, and 1% of the BA Base for third year mentees.

ARTICLE 13 MISCELLANEOUS

- 13.01 **CONTRACT SUPERSEDES/WAIVER** This Agreement supersedes any practice or understanding, verbal or written, which is in conflict with this Agreement. It is recognized that innovation is essential, but could be restricted by a specific term of this agreement. Therefore, it is agreed that any part of this Agreement may be waived temporarily as mutually agreed by the Association and the Board. Any proposed waiver shall specify the persons affected by it, and the specific term of the Agreement to be affected by it. If the term of the proposed waiver cannot be resolved within ten (10) hours of negotiation time, or such additional time as may be mutually agreed upon, and ratified by both the Association and the Board, the proposed waiver shall be null and void and contract provisions as written shall continue to apply. Any waiver shall have no other effect on the other portions of the Agreement.
- 13.02 **PROVISIONS CONTRARY TO LAW** If any provision(s) of this Agreement shall be found contrary to state or federal law, then such provisions shall not be deemed valid, but all other provisions shall continue in full force and effect.
- 13.03 **BARGAINING REPRESENTATIVES** Neither party to the Agreement shall have any control over the selection of the bargaining representatives of the other party.
- 13.04 **REFERENCES** Whenever herein reference is made to the male pronoun – he, him, his, etc. – is intended and it shall be deemed to include reference to the equivalent female – she, her, hers, etc. Whenever herein reference is made to the word teacher, it is intended and it shall be deemed to include reference to any member of the bargaining unit as defined in Article 2.01.
- 13.05 **SCHOOL CALENDAR** The calendar for 2007-2008 school year is attached.
- 13.06 **INCLEMENT WEATHER** Nothing in this article shall require the Administration to keep school open in the event of inclement weather or other uncontrollable circumstances. When the schools are closed to students due to the above conditions, teachers shall not be required to report for duty. When school openings are delayed due to the above conditions, teachers shall be required to report for duty in a timely, safe manner.

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

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

- A. The Committee shall adopt its own rules and procedures for operation.
- B. The Committee shall be composed of six (6) members to be chosen by the Association and five (5) members to be chosen by the District.
- C. The Committee will meet as necessary to carry out its purpose. It will, as a minimum, annually review all existing Schedule B, Section I and II, positions, job descriptions, and assigned points. Copies of its finding will be sent to both the Superintendent and the Association President.
- D. The purpose of the Committee shall be limited to making recommendations regarding the points assigned each Schedule B, Section I and II, position. Points as recommended shall be established by the Committee on the basis of as near uniform criteria and good judgment as possible so as to create a reasonable basis for compensation for the various positions.
- E. It is further agreed that existing positions, new positions, and any significant modifications of positions, proposed by the Administration or by the Association, will be submitted to this Committee and that the Committee's recommendations will be considered by the Board and the Association. If agreed to by the negotiation committees of both the Board and the Association and ratified by both the Board and the Association, these points shall be the basis for compensation for that position.
- F. All Schedule B positions and point total values as finalized shall be directly tied to an accepted job description for that position. Copies of each job description will be filed each with the Administration, the Association, and the Committee members. A change in the total point value from that time on shall come about only through a change in the corresponding job description.

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

Elementary specialists will be provided additional prorated per diem compensation for teaching and travel time which exceeds the instructional time of a regular elementary classroom teacher.

- 13.09 **T.B. TESTS** Teachers shall acquire T.B. tests as required by law. Teachers shall be reimbursed for said test when provided by the Ottawa County Health Department.
- 13.10 **SUMMER SICK LEAVE** Teachers working beyond the regular school year in summer programs for one (1) month or more shall receive one (1) sick leave day without loss of pay. This day is not cumulative.
- 13.11 **CORPORAL PUNISHMENT** A teacher, within the scope of his/her responsibilities, may use reasonable physical force upon a pupil as necessary to maintain order and control in a school or school-related setting for the purpose of providing an environment conducive to safety and learning. In maintaining that order and control, the person may use physical force upon a pupil as may be necessary:
- A. To restrain or remove a pupil whose behavior is interfering with the orderly exercise and performance of school district functions within a school or at a school-related activity, if that pupil has refused to comply with a request to refrain from further disruptive acts.
 - B. For self-defense or the defense of another.
 - C. To prevent a pupil from inflicting harm on himself or herself.
 - D. To quell a disturbance that threatens physical injury to any person.
 - E. To obtain possession of a weapon or other dangerous object upon or within the control of a pupil.
 - F. To protect property.

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

- 13.12 **JOB SHARING** Job Sharing shall refer to two (2) tenured bargaining unit members sharing one (1) full-time position.
- A. **PURPOSE:** Two or more tenured bargaining unit members may apply for a job share by April 1 of the current year. This voluntary pairing shall not occur if the pairing results in the involuntary layoff or involuntary transfer of a full-time teacher. It shall not occur if it prevents the recall of a laid off teacher. The application for Job Sharing shall be reviewed and approved or disapproved by the building principal. The final recommendation will be approved or disapproved by the Superintendent or designee. In the event a request is denied, the reasons shall be set forth in writing.
 - B. **APPLICATION:** The teachers shall resubmit their request to the District and the Association by April 1 of each year explaining their desired job share assignment. Teachers shall, in cooperation with and approval of the principal, establish an acceptable schedule. Once the teachers have submitted their plan, they may not deviate from the agreed upon plan.
 - C. **PAIRING:** The teachers who have jointly agreed to work together must be experienced at the requested level (K-2, 3-5, 6-8, 9-12) and certified and qualified for the job they are requesting. The job sharing arrangement shall be for one year, renewable at the option of both teachers,

subject to approval by the Superintendent and the 6-year limit contained in Paragraph K below.

- D. **RESPONSIBILITIES:** Responsibilities of an assignment by two job sharers may be divided and/or allocated according to a plan designed by the job sharers, with the agreement of the District. This shall include, but not be limited to, attendance at regular staff meetings, District meetings, parent conferences, etc. The teachers are required to attend full-day district inservice or special training days such as testing training, curriculum workshops, and grade level meetings which are required of regular full-time teachers.
- E. **COMPENSATION:** Compensation shall be determined by each teacher's step and column of the salary schedule, prorated. Each teacher will gain one full year of seniority and will move up one full step on the salary schedule, for each year worked at the job sharing position. Also, all other provisions under the contract shall continue as if the teacher had worked a regular full-time position.
- F. **BENEFITS:** A planning period shall be prorated and made available as specified in Article 11.09. Sick leave and personal business leave will be granted on a prorated basis. For the one full-time job sharing position there shall be one full fringe benefit share. The job sharers will select the reduced fringe benefits as provided in Section 15.11.
- G. **RETURN FROM JOB SHARING POSITION BACK TO FULL-TIME:** If the teachers choose to terminate the arrangement after the school year has ended:
1. The most senior teacher in the job sharing pair shall have the following rights:
 - a. The more senior teacher shall remain in the job sharing position which will become a full-time position.
 - b. If the more senior teacher wishes to job share again, s/he may apply before April 1 to job share with another partner.
 2. The less senior teacher in the job sharing pair shall be guaranteed a position in the District for which s/he is certified and qualified, in accordance with the staffing, staff reduction, and seniority provisions contained in the Agreement.
- H. **SUBSTITUTING:** In the event one of the teachers is absent and is covered by one of the paid leave of absence provisions in Article 10, the other teacher will have first opportunity to substitute for the absent teacher. The partner who is substituting shall be paid at his/her *per diem* rate of pay, prorated for the period of time that s/he substitutes for the absent partner.
- I. **APPROVAL:** The District, job sharing teachers, and the Association shall sign the approved job sharing agreement.
- J. **SENIORITY:** Job sharing pairings will not harm a more senior full-time teacher. Seniority is the determining factor for job sharing partners when they return to full-time status or continue in job sharing for the following school year.
- K. **MAXIMUM JOB SHARING TERM:** Job share participation shall be limited to no more than six (6) years total per person, consecutively or on an intermittent basis. For the purposes of this paragraph, the 1999-2000 school year shall be considered year number one (1) for all job

sharing teachers who began job sharing in 1999-2000 or earlier.

If there are no other applicants in a building for a job sharing position, the current job sharers may reapply beyond the six years total, subject to the approval of the building principal.

J. DOWNSIZING:

1. The seniority of the least senior of the job sharing teachers shall determine if the teachers may continue to job share in the same grade for the following year, or if they need to move to another grade due to downsizing in their present grade level.
2. In the event that building-level downsizing is necessary due to changes in building enrollment or attendance areas, then a teacher's district seniority will determine involuntary transfers within a grade level.
3. Job sharers who transfer to full-time positions in order to remain in their present grade level due to downsizing must remain in the full-time position for at least one (1) year if the move to full-time resulted in the involuntary transfer of a less senior teacher (other than the job sharing partner).

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

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

A. **SCHOOL IMPROVEMENT PLAN (SIP)**

1. It is hereby agreed by and between the parties that with respect to the responsibility contained in P.A. 25 of 1990 (MCL 380.1277) to adopt and implement a three to five year school improvement plan and continuing school improvement process for each school within the school district, they acknowledge and recognize that the terms of the collective bargaining agreement between them govern as to the wages, hours, and terms and conditions of employment of teachers addressed therein and that those terms shall not be altered or modified through the school improvement process except by mutual agreement of the undersigned Board of Education and Association, executed in writing.
2. In the event that any provision(s) of a SIP or application thereof violates, contradicts, or is inconsistent with the collective bargaining agreement, the collective bargaining agreement shall prevail. Any provision(s) of a SIP or applications thereof affecting wages, hours, and/or other terms and conditions of employment of any bargaining unit members must have the written approval of the Board of Education and the Association prior to being adopted and/or implemented.

3. Staff input and involvement on the SIP committee(s) and various planning subcommittees and projects is encouraged. This allows the teachers in the buildings the opportunity to provide educational input and expertise to improve the quality of education. Employee participation on the various SIP committees is voluntary, and non-participation shall not be used as a criterion for evaluation, discipline, or discharge.

B. SITE-BASED DECISION MAKING (SBD)

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

**ARTICLE 14
PROFESSIONAL COMPENSATION**

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

14.02 **CONTRACTS**

- A. **SCHEDULE A** Individuals included in the bargaining unit shall be placed on the salary schedule as appropriate in accordance with Schedule A of this Agreement. A contract is for a school year and for a normal school day.
- B. **SCHEDULE B** Individuals performing services identified on Schedule B shall receive a "Special Services" Contract indicating the rate of pay for said service. No teacher will be expected to provide special services without a "Special Services" Contract. Before a Special Services Contract can be offered, a job description for that position must be on file and accepted, according to the provisions of Section 13.07 (the Schedule B Committee provisions contained herein). A list of the current Schedule B job descriptions and Schedule B point totals is contained in the current Schedule B book, which is incorporated herein by reference. Schedule B positions shall be paid in accordance with the Schedule B pay rate, which is attached to this Agreement and incorporated herein.
- C. **SCHEDULE B LONGEVITY PAYMENTS** Bargaining unit members in the same Schedule B job for five (5) years or more shall receive an increase of 5% per point. Service performed need not be consecutive years of service. Teachers who move to different jobs within the same sport or activity shall gain service credit as if they held one job the entire time (i.e., this applies

to class sponsors, theater advisors, and others not normally considered to be "coaches").

D. **SCHEDULE B PAY OPTIONS** Teachers in Schedule B positions may elect one of the following pay options on their Schedule B contract for yearly or seasonal positions:

1. The teacher may elect to be paid the full amount on the first payroll date following the last scheduled match of the season, provided all job responsibilities have been completed. Notification of job completion by the supervisor must be received by the payroll office the Friday previous to the scheduled pay day; or
2. The teacher may elect to be paid a prorated amount each pay day in his/her regular paycheck for the duration of the Schedule B activity. The last paycheck will be issued following the last scheduled activity of the season, provided all job responsibilities have been completed. Notification of job completion by the supervisor must be received by the payroll office the Friday previous to the scheduled pay day; or
3. If the position is for the entire school year, the teacher may elect to be paid in separate paychecks on the first pay day in December, March, and June.

14.03 **PRO-RATED CONTRACTS**

- A. A "teaching contract" is normally for a full school year and school day. Shorter contracts may be issued if necessary and shall be prorated.
- B. In cases where the District sets the hours per day in a full-year position, a teacher working:
 1. Half-time or more receives one year of credit in the position.
 2. Less than half-time receives one-half year of credit in the position.
- C. In cases where the District determines the teacher will teach a portion of each week in a full-year position, a teacher working:
 1. 2½ days or more per week receives one year of credit in the position.
 2. Less than 2½ days per week receives one-half year of credit in the position.
- D. In cases where a teacher works less than the entire year, a teacher working:
 1. 138 or more days receives one year of credit.
 2. 46 - 137 days receives one-half year of credit.
 3. Less than 46 days receives no credit.
- E. As in previous years, both time worked and time on leave count, except that time on unpaid leaves under 10.02 A, B, C, and D do not count toward salary increment credit.

- 14.04 **TRANSFER TIME** Placement on Schedule A shall be as follows: Ten (10) years of experience outside the District will be accepted at full credit. A teacher returning to the District will be given full credit for prior years experience in the District.
- 14.05 **COLUMN ADVANCEMENT ON SCHEDULE A** Upon receipt of a written notice, prior to the third (3rd) day school is in session of the contract year, that requirements for column advancement on Schedule A have been completed, an individual's contract shall be amended to reflect the additional compensation. If the teacher does not establish the validity of this notice within thirty (30) calendar days, or by a mutually agreed later date, the Board may, upon notice to the teacher, adjust the salary to the previous level.
- 14.06 **PART-TIME SALARY PRORATION** A part-time teacher shall be paid pro rata salary as compared with the regular school day for a full-time teacher.
- 14.07 **SALARY OPTIONS** The salary of bargaining unit members shall be paid in equal installments. The equal installments will be paid in accordance with the teacher's choice of payment under Option 1 or Option 2 as set forth in this section.
- A. **OPTION 1** - A member of the bargaining unit may request his pay to be computed and paid in twenty-one (21) equal installments. In case of teachers who select this option, the first installment will be paid on the first scheduled payday of the school year.
- B. **OPTION 2** - A member of the bargaining unit may request his pay to be computed and paid in twenty-six (26) equal installments. These pays will start on the first scheduled payday of the school year and continue thereafter on every other Friday until paid in full except that a teacher on this plan shall receive the balance of his salary for the school year on the first regularly scheduled payday on or after the close of the school year in June.
- For teachers on the 26-pay plan Option, the District will compute deductions for insurance and other programs through the summer on the basis of information available as of May 15 of the school year and will assume no obligation nor have any responsibility to make adjustments in case of changes in any premiums or costs for such benefits that may take place after May 15 of the school year.
- C. **OPTION 3** - A member of the bargaining unit may request his/her pay to be computed and paid in twenty-six (26) equal installments. These pays will start on the first scheduled payday of the school year and continue on every other Friday until paid in full. For 2002-2003, teachers on Option 2 above may switch to Option 3 by written election not later than May 1, 2003.

14.08 **PAYROLL DEDUCTIONS**

- A. The District shall make such payroll deductions as required by law and other deductions as authorized by the individual for those purposes now available and any other as authorized by the Superintendent. A list of all available payroll deductions shall be available from the office of Central Administration.
- B. In case of payroll deductions for any teacher for insurance, the District will deduct such amounts as are authorized by the individuals in writing on appropriate forms and in such amounts as the insurance carrier notifies the District in writing are due from the individual.

- C. Upon appropriate written authorization from the bargaining unit member, the District shall deduct from the salary of any such bargaining unit member and make appropriate remittance for programs jointly approved by the Association and District.
1. Any program for deductions must have a minimum of five participants to be established and remain in effect.
 2. The initial deduction or change in deduction must be delivered to the payroll office seven days prior to the effective payroll date.
 3. Amendments to annuity programs shall be effectuated on the first payday of each month, but not later than the first payday in June.
 4. The 1996-97 list of deductions shall remain in effect as long as the terms of number (1) and (2) are met.
 5. Employees may make voluntary payroll deductions to the extent allowed under Internal Revenue Service (IRS) guidelines. Employees will be responsible for all employee taxes, including any penalties arising out of deductions that exceed the limits allowed by law, that are assessed against the employee.

14.09 **CERTIFICATION APPLICATION FEE** The District will pay for the renewal or reinstatement application fee for teacher certificates for all teachers who need to renew certification every five (5) years. This will begin in the 2001-2002 school year.

14.10 **PROFESSIONAL REIMBURSEMENT** The District shall reimburse a teacher for all costs for the first ESEA test to obtain highly qualified status necessary to meet federal and state laws. Reimbursement shall be made in a timely fashion upon the teacher submitting a receipt for the costs to the Office of Human Resources upon completing the initial test.

14.11 **STUDENT ASSESSMENTS** Elementary (K-5) classroom teachers shall, upon request, be furnished with two (2) half-day guest teachers to complete their Student Assessments/Running Records in the very best positive testing situation to provide the students a testing environment free from class distraction.

ARTICLE 15 FRINGE BENEFITS

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

- A. **OPTION A** -- Full coverage as desired by the teacher under the basic MESSA Super Care I Program as it currently is defined in the policy with no additional options as may be usually selected under Super Care I. This coverage shall include the MESSA Preventive Care Rider. The change to MESSA Super Care I and the addition of the Preventive Care Rider shall begin October 1, 2000.

- B. **OPTION B** -- For teachers who do not elect health insurance coverage, any of the option programs provided by MESSA for which the teacher is eligible under MESSA Policy. Any teacher selecting only Option B will have the cost of such option paid by the Board up to an amount equivalent to the costs of a single subscriber under Option A. A teacher may select Option B or a Board-paid annuity equal to one-half (1/2) of the single subscriber premium rate of Option A.
- C. Any teacher selecting A in addition may select Option B, the cost of such Option B to be paid by the teacher. The Board, through payroll deduction procedures, will handle payment by teachers of any costs beyond the District's contribution for the insurance coverage selected by teachers under the above choices.
- 15.02 **DENTAL INSURANCE** Beginning October 1, 1997, the District shall provide without cost to all bargaining unit members and their eligible dependents (as defined by MESSA/Delta) the following MESSA/Delta Dental Plan:
- A. Class I and Class II Co-pays of 90% and 90%, with \$1,500 maximum;
 - B. Class III Orthodontic Rider with Co-pay of 90%, with \$3,200 maximum;
 - C. Internal and external coordination of benefits (COB);
 - D. Sealants.
- 15.03 **LIFE INSURANCE** The District shall provide without cost to the bargaining unit member MESSA Negotiated Term Life Insurance protection in the amount of \$40,000, which shall be paid to the bargaining unit member's designated beneficiary. In the event of accidental death, the insurance will pay double the specified amount. The plan shall include Accidental Death and Dismemberment (AD&D) and Waiver of Premium (WOP).
- 15.04 **LONG TERM DISABILITY INSURANCE** The Board of Education shall provide, without cost, MESSA Long Term Disability Insurance for each member of the bargaining unit beginning October 1, 1997. The following benefits shall be included:
- A. Benefit percentage - 66 2/3 %
 - B. Maximum monthly income benefit - \$4,000
 - C. Maximum eligible monthly salary - \$6,000
 - D. Qualifying period - 180 calendar days modified fill
 - E. Maternity coverage
 - F. Pre-existing condition waiver
 - G. Social Security freeze
 - H. Alcoholism/Drug Abuse waiver
 - I. Mental/Nervous Conditions waiver

J. Cost of Living benefit

- 15.05 **VISION INSURANCE** Beginning October 1, 2000, the District shall provide without cost to the bargaining unit member, MESSA Vision Service Plan 3 for all bargaining unit members and their eligible dependents as defined by MESSA.
- 15.06 **MESSA PAK** The health, dental, life, long-term disability and vision insurance coverage described above in Sections 15.01 through 15.05 shall be put into a "MESSA PAK" for all full-time teachers. The health, dental, life, long-term disability and vision coverage described above in Sections 15.01 through 15.05 shall be purchased "ala carte" (as individual insurance plans, rather than in a MESSA PAK) for all teachers who are less than full time.
- 15.07 **LONG-TERM CARE INSURANCE** Teachers shall be allowed to participate in the MEA Sponsored Long-Term Care Insurance program on an individual basis and at no cost to the District. The District shall provide payroll deduction, to enable the bargaining unit member to participate in the MEA Sponsored Long-Term Care Insurance Program.
- 15.08 **ENROLLMENT PERIOD** The above option elections must be made by the teacher in writing annually during the enrollment period during the month of September, or in the case of teachers hired after the enrollment period, within thirty (30) calendar days of the beginning of employment. Insurance coverage for such employees who enroll and otherwise qualify will become effective as the terms of the insurance policies and the regulations of the insurance carrier permit.
- 15.09 **FULL YEAR'S BENEFITS** Any teacher working the full school year will receive the full year's benefits. For health, the insurance year is September 1 (or the first day worked for new hires) through August 31. For dental, life, LTD and vision, the insurance year is September 1 through August 31.
- 15.10 **PRORATION OF HEALTH BENEFITS: LESS THAN FULL-TIME** Any teacher working less than full time (except job sharers) shall be covered by the following (unless the FMLA required additional coverage):
- A. The District shall provide 100% of the single subscriber health coverage as described in Article 15.01-A; OR
 - B. The teacher may elect to receive cash equal to one half (½) the single subscriber rate, pursuant to a Section 125 Plan; OR
 - C. At the teacher's option, the District shall provide a prorated amount of the full family health coverage as described in Article 15.01. This prorated amount shall be equal to the percentage of time a teacher works times the full family rate. [Example: A teacher with a 60% assignment will have District-paid health insurance equal to 60% of the full family rate.]
 - D. This proration shall commence at the beginning of the 2003-2004 school year. The parties agree to cooperate in the implementation of this plan.
 - E. In the event that the cost of the teacher's health coverage exceeds the amount paid by the District, the teacher's share of the cost will be deducted by payroll deduction, through a Section 125 Plan.

- 15.11 **PRORATION OF HEALTH BENEFITS – JOB SHARERS** Two teachers who are job sharing in a full time position shall be covered by the following:
- A. The intent of this section is that job sharing teachers will share one (1) fringe benefit package for jointly filling a full-time assignment.
 - B. The job sharing teachers shall elect, in writing, one (1) of the following:
 - 1. One teacher shall elect the health insurance coverage (or cash in lieu of health) and the other shall elect the dental, vision, and life insurance coverage. Both teachers shall be provided District-paid long term disability; OR
 - 2. Both teachers shall elect health (or cash in lieu of health), dental, vision and life insurance coverage. The District shall pay a prorated amount of the premium for each teacher, equal to the percentage of time each teacher works. Each teacher's share of the cost will be deducted by payroll deduction, through a Section 125 Plan. Both teachers shall be provided District-paid long-term disability; OR
 - 3. Both teachers shall elect dental, vision, life, and long-term disability insurance coverage. The District shall pay the full cost of the premiums for each teacher and shall provide cash in lieu of health insurance for both teachers; OR
 - 4. Both teachers shall elect cash in lieu of health insurance.
 - 5. One teacher shall elect the Health Coverage and the Dental and Vision coverage. The other teacher shall furnish proof of Dental and Vision coverage from another source.
 - C. These provisions shall be subject to MESSA's rules.
 - D. This proration shall commence at the beginning of the 2003-2004 school year. The parties agree to cooperate in the implementation of this plan.
 - E. In the event that the cost of the teacher's health coverage exceeds the amount paid by the District, the teacher's share of the cost will be deducted by payroll deduction, through a Section 125 Plan.
- 15.12 **PRORATION OF BENEFITS** Any teacher working less than the full school year shall be covered by the following provisions:
- A. When a teacher begins employment after the beginning of the school year, resigns before the end of the school year, and/or requests and is granted a leave of absence without pay during the school year, the District will provide two (2) days of fringe benefits for each day worked or on paid leave.
 - 1. Example #1: A teacher who resigns at the end of the first semester has completed approximately 92 days and thus will receive 184 days of benefits.
 - 2. Example #2: A teacher who requests and is granted 20 days of unpaid leave during the year would work 164 days and, therefore, would receive 328 days of benefits.

- B. In implementing the foregoing, it is recognized that insurance premiums are paid by the month and, consequently, coverage will be provided through the end of the month during which the formula would otherwise expire.
- C. In the event a teacher's prorated share of the annual cost of the coverage paid by the District is not sufficient to cover the costs of premiums for the balance of the year until the beginning of the school year in the following fall, the teacher may continue coverage by contributing any additional amounts necessary to pay the full premium cost.
- D. In the event another employer provides equivalent benefits, the foregoing benefits will be terminated at the end of the next month.
- E. If a teacher breaks his contract, his insurance benefits will terminate at the end of the last month worked.

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

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

15.15 **MISCELLANEOUS PROVISIONS**

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

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

SECTION 125 - BEST FLEX PLAN

The District shall amend its existing dependent care and Best Flex plans to allow participation by WOE bargaining unit members, to be effective 9/01/05 or as soon thereafter as administratively feasible.

**ARTICLE 16
GUEST TEACHERS**

- 16.01 **GUEST TEACHERS** This article shall apply to long-term guest teachers and to contracted guest teachers. The term "guest teacher(s)" as used herein shall refer to both categories of guest teachers.
- 16.02 **RESPONSIBILITIES** Guest teachers shall have the same responsibilities as the person(s) for whom they are substituting. They will be expected to carry the same workload and put in the same hours as the person(s) they are replacing.
- 16.03 **LONG-TERM GUEST TEACHERS** A long-term guest teacher is one who is going into a long-term subbing position of at least five (5) weeks in length. The following provisions shall apply to long-term guest teachers:
- A. Long-term guest teachers shall start on Schedule A beginning with the first day in the long-term position. If possible, the guest teacher shall work in the classroom at least one (1) day with the regular teacher before the leave begins.
 - B. Long-term guest teachers shall not receive fringe benefits except as required by law.
- 16.04 **CONTRACTED GUEST TEACHERS** A contracted guest teacher is one who has served for sixty (60) days in one (1) specific teaching position. The following provisions shall apply to contracted guest teachers:
- A. A contracted guest teacher is a member of the bargaining unit with all of the rights, duties and privileges of bargaining unit members during the term of his/her assignment, except as set forth herein.
 - B. Contracted guest teachers do not earn or accumulate seniority.
 - C. A contracted guest teacher's employment shall end when the teacher he/she is replacing returns, or when the temporary vacancy becomes a permanent vacancy, whichever occurs first.
 - D. In the event that a contracted guest teacher is hired for a permanent vacancy within twelve (12) months of the time he/she served as a contracted guest teacher, he/she shall be given seniority and salary schedule credit for the time served as a contracted guest teacher.
- 16.05 **LEAVE DAYS FOR GUEST TEACHERS**
- A. For every thirty (30) calendar days of subbing, a guest teacher will be eligible for one (1) paid sick leave day. A guest teacher will not be paid for sick leave exceeding the amount available.
 - B. After each sixty (60) work days of subbing, a guest teacher will be eligible for one (1) paid personal business day.
- 16.06 **SUMMER PROGRAMS**

- A. Teachers on staff who work for other teachers in a summer program shall be paid the Schedule C hourly rate.
- 16.07 The determination to no longer utilize the services of a guest teacher shall not constitute a violation of this Agreement and shall not be the subject of a grievance.
- 16.08 A long-term guest teacher or contracted guest teacher shall be placed on Step 0, Column 1 of Salary Schedule A. If the guest teacher has an advanced degree, he/she shall be placed on the appropriate column on Step 0.

ARTICLE 17
SPECIAL EDUCATION/LEAST RESTRICTIVE
ENVIRONMENT/MEDICAL PROCEDURES

- 17.01 **PLACEMENT INFORMATION** Any teacher who, as a result of an IEPC placement, will be providing instruction or other services for a handicapped student in a special or regular education classroom setting will be advised of the identity of the handicapped student and provided with access to information pertaining to the student's placement available from the special education teacher and education records containing information of legitimate educational interest to the teacher.
- 17.02 **IEPC ATTENDANCE** The District shall provide written notice to any teacher who will be providing instructional or other services to a handicapped student to participate in the IEPC which may initially place (or continue the placement) of the student in a regular education classroom.
- 17.03 **PROBLEMS** If any teacher to whom a handicapped student is assigned advises the District, in writing, of a reasonable basis to believe that problems exist in the implementation of the student's current IEPC which negatively impact the student's educational progress and/or impede the learning progress of non-handicapped students in the same classroom setting, the teacher shall have the right to request a meeting of appropriate staff to discuss the problems and possible solutions or to request the convening of another IEPC meeting.
- 17.04 **TRAINING** If requested by the teacher, the District will provide in-service and/or other training to teachers regarding the instruction and behavioral management of handicapped students in regular education classroom settings.
- 17.05 **MEDICAL PROCEDURES** Where clean intermittent catheterization, suctioning (nasal, oral, or deep), tracheotomy care (clean, suction, etc.), tube feeding, medication (oral, topical) related to the procedures enumerated herein, medication by gastrostomy tube, oxygen regulation or care, or similar procedures, are necessary to maintain a student in the classroom, these procedures will be performed by school support personnel or county nurse(s) who will be provided with appropriate training. Teachers will not be required to perform these procedures.

**ARTICLE 18
PROBATION AND CONTINUING STATUS
FOR NON-CERTIFIED TEACHERS**

- 18.01 The provisions of this Article shall apply to all bargaining unit members who are not eligible for tenure under the Michigan Teachers' Tenure Act (MCLA 38.71 *et. seq.*; MSA 15.1971 *et. seq.*).
- 18.02 A bargaining unit member may, upon initial employment with the District, be required to serve a probationary period not to exceed two (2) calendar years from his/her anniversary date of employment. If an employee works a partial school year, such periods shall be aggregated for purposes of computing the two year probationary period if the experience has occurred within four (4) calendar years of the time when continuing status is claimed.
- 18.03 At least sixty (60) days before conclusion of the probationary period described in paragraph 18.02 above, the District shall determine whether the employee's performance is satisfactory or unsatisfactory, and shall notify the employee in writing. The determination of unsatisfactory performance shall be based on the employee's Teachers' Appraisal Form (AF 8-95). If the District determines unsatisfactory performance, it shall provide the employee with the specific reasons for the determination.
- 18.04 If the District determines that the probationary employee's performance is unsatisfactory in accordance with the above paragraphs, the employee's contract shall not be renewed.
- 18.05 For purposes of non-renewal, the employee shall be considered "probationary" under the terms of this Agreement.
- 18.06 If the District does not determine unsatisfactory performance in accordance with the above paragraphs, the employee shall be considered to be on "continuing status." The term "continuing status" shall be equated to the term "tenure" under the terms of this Agreement for bargaining unit members who are not eligible for tenure under the Michigan Teachers' Tenure Act, MCLA 38.71 *et. seq.*

**ARTICLE 19
TEACHERS' FILES**

- 19.01 Before any written document is placed in a teacher's personnel file, the following shall be done:
- A. Any document about a teacher or teachers that is to be placed in a file shall be put in writing and dated. The teacher shall be given a copy of any such document when it is put in the file. In addition, disciplinary actions and/or complaints shall conform to the requirements contained in Article 6. Documents that do not contain all of this information shall not be included in the teacher's file;
 - B. The teacher shall receive a copy of the written document(s) before they are placed in his/her file;
 - C. The District shall correct or expunge from all District files any information determined by the District and/or an arbitrator to be inaccurate.

- 19.02 The teacher shall have the right to submit a written response to any material placed in his/her file, and this response shall be attached to all copies of the written document, including but not limited to all copies provided to all third parties.
- 19.03 In the event that any material from a teacher's personnel files is provided to any third party, the teacher shall be notified of the name(s) of the parties that received the information, and shall, upon request, be given a copy of all information provided to the third parties.
- 19.04 If the District releases any material from a teacher's personnel file, the District shall simultaneously release the corresponding teacher's response(s) to the material.
- 19.05 In the event that the District receives a Freedom of Information Act (FOIA) request for the personnel file(s) of any teacher(s), or any portion thereof, the District shall immediately notify the teacher by telephone or FAX (or if the teacher is unavailable, by mail), and shall provide the following to the affected teacher(s) and to the Association:
- A. A copy of the FOIA request;
 - B. The name(s) of the requesting parties, and all documents and communications received by the District;
 - C. The District shall take the maximum time allowable by law to respond to a FOIA request to allow the teachers and/or Association the opportunity to take whatever legal action is available to bar disclosure of any or all of the requested document(s).
 - D. The teacher will be provided an opportunity to review the contents before the release of the information, and will, upon request, be provided with copies of all communications and documentation sent to the requesting parties by District administrators or other District agents or attorneys.
- 19.06 Upon receiving a FOIA request, the District will only divulge those items it is compelled by law to disclose, and will withhold all information it is permitted by law to withhold.
- 19.07 Records of disciplinary action which are more than four (4) years old shall not be released to any third party except as required by law, court order, or subpoena.
- 19.08 Each teacher shall have only one (1) "personnel file," to be kept in the District's central office.
- 19.09 Individual administrators may maintain separate "administrative files" regarding teachers if they are kept in the sole possession of the administrator and are not shared with or accessible to others. A record regarding an occurrence or fact about a teacher kept in an administrative file should be entered into the teacher's personnel file within six (6) months of the date of the occurrence or the date the fact becomes known if it is to be used relative to the teacher's qualifications for employment, promotion, transfer, additional compensation, or disciplinary action.
- 19.10 The parties recognize that this Article is based on their best mutual understanding of the current law in this area; they agree to meet to discuss changes should further judicial proceedings or legislative action so require. The parties understand a binding interpretation by the courts supersedes this Agreement.

**ARTICLE 20
TERMINATION**

20.01 This Agreement shall be effective as of July 30, 2007, and will remain in effect through the last day before the first teacher day of the 2008-2009 school year.

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

For the Association:

For the District:

/s/ Sharon Klaasen

/s/ Randy Schipper

Sharon Klaasen, President
West Ottawa Education Association

Randy Schipper, President
Board of Education
West Ottawa Public Schools

/s/ Donna Gmys

/s/ Patricia Koeze

Donna Gmys, Secretary
West Ottawa Education Association

Patricia Koeze, Superintendent
West Ottawa Public Schools

MASTER AGREEMENT

for the

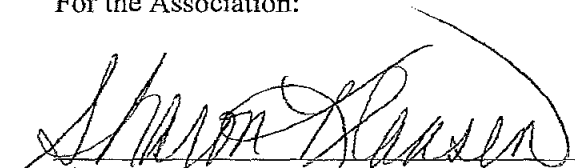
WEST OTTAWA PUBLIC SCHOOLS

2007-2008

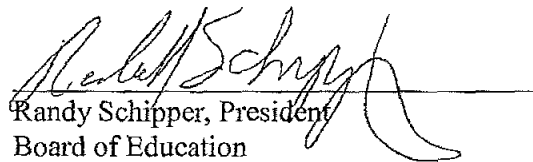
AGREEMENT

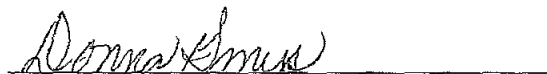
This Agreement made and entered into this 30th day of July, 2007, by and between WEST OTTAWA SCHOOL DISTRICT, Ottawa County, Michigan, hereinafter referred to as the District, and the WEST OTTAWA EDUCATION ASSOCIATION, hereinafter referred to as the Association.


For the Association:


Sharon Klaasen, President
West Ottawa Education Association

For the District:


Randy Schipper, President
Board of Education
West Ottawa Public Schools


Donna Gmys, Secretary
West Ottawa Education Association


Dr. Patricia Koeze, Superintendent
West Ottawa Public Schools

Schedule A
West Ottawa 2007-2008 Annual Salary Schedule ***

Years of Exper.	1 BA/BS/ Prov.	2 BA + 10	3 BA + 20 w/ Perm.*	4 BA + 30 w/ Perm.*	5 MA w/ Prov. or Perm. Cert.	6 Col. 5 + 10 Hrs. Grad. Credit**	7 Col. 6 + 10 Hrs. Grad. Credit**	8 Col 7 + 10 Hrs. Grad. Credit**	9 Spec. De- gree or Ph.D.
0	1.000 37,723	1.020 38,477	1.040 39,232	1.060 39,986	1.080 40,741	1.100 41,495	1.120 42,250	1.140 43,004	1.160 43,759
1	1.040 39,232	1.060 39,986	1.080 40,741	1.100 41,495	1.120 42,250	1.140 43,004	1.160 43,759	1.190 44,890	1.210 45,645
2	1.080 40,741	1.100 41,495	1.120 42,250	1.140 43,004	1.170 44,136	1.190 44,890	1.210 45,645	1.230 46,399	1.250 47,154
3	1.130 42,627	1.150 43,381	1.180 44,513	1.200 45,268	1.220 46,022	1.240 46,777	1.270 47,908	1.290 48,663	1.310 49,417
4	1.180 44,513	1.200 45,268	1.230 46,399	1.250 47,154	1.270 47,908	1.300 49,040	1.320 49,794	1.350 50,926	1.370 51,681
5	1.232 46,475	1.252 47,229	1.282 48,361	1.302 49,115	1.332 50,247	1.352 51,001	1.382 52,133	1.402 52,888	1.432 54,019
6	1.292 48,738	1.322 49,870	1.342 50,624	1.372 51,756	1.392 52,510	1.422 53,642	1.442 54,397	1.472 55,528	1.492 56,283
7	1.342 50,624	1.372 51,756	1.392 52,510	1.422 53,642	1.452 54,774	1.472 55,528	1.502 56,660	1.532 57,792	1.552 58,546
8	1.392 52,510	1.422 53,642	1.452 54,774	1.472 55,528	1.502 56,660	1.532 57,792	1.562 58,923	1.582 59,678	1.612 60,809
9	1.442 54,397	1.472 55,528	1.502 56,660	1.532 57,792	1.552 58,546	1.582 59,678	1.612 60,809	1.642 61,941	1.672 63,073
10	1.494 56,358	1.524 57,490	1.554 58,622	1.584 59,753	1.614 60,885	1.644 62,017	1.674 63,148	1.704 64,280	1.734 65,412
11	1.544 58,244	1.574 59,376	1.604 60,508	1.634 61,639	1.664 62,771	1.694 63,903	1.724 65,034	1.754 66,166	1.784 67,298
12	1.624 61,262	1.654 62,394	1.684 63,526	1.714 64,657	1.754 66,166	1.784 67,298	1.814 68,430	1.844 69,561	1.874 70,693
15	1.704 64,280	1.734 65,412	1.764 66,543	1.794 67,675	1.834 69,184	1.864 70,316	1.894 71,447	1.924 72,579	1.954 73,711
18	1.788 67,449	1.818 68,580	1.848 69,712	1.879 70,882	1.919 72,390	1.949 73,522	1.979 74,654	2.008 75,748	2.036 76,804

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

** Graduate hours earned after completion of MA Degree

*** Calculated by multiplying the daily rate at each step x 184 days

**Schedule A
West Ottawa 2007-2008 Daily Salary Schedule *****

Years of Exper.	1 BA/BS/ Prov.	2 BA + 10	3 BA + 20 w/ Perm.*	4 BA + 30 w/ Perm.*	5 MA w/ Prov. or Perm. Cert.	6 Col. 5 + 10 Hrs. Grad. Credit**	7 Col. 6 + 10 Hrs. Grad. Credit**	8 Col 7 + 10 Hrs. Grad. Credit**	9 Spec. De- gree or Ph.D.
0	1.000 205.02	1.020 209.12	1.040 213.22	1.060 217.32	1.080 221.42	1.100 225.52	1.120 229.62	1.140 233.72	1.160 237.82
1	1.040 213.22	1.060 217.32	1.080 221.42	1.100 225.52	1.120 229.62	1.140 233.72	1.160 237.82	1.190 243.97	1.210 248.07
2	1.080 221.42	1.100 225.52	1.120 229.62	1.140 233.72	1.170 239.87	1.190 243.97	1.210 248.07	1.230 252.17	1.250 256.27
3	1.130 231.67	1.150 235.77	1.180 241.92	1.200 246.02	1.220 250.12	1.240 254.22	1.270 260.37	1.290 264.47	1.310 268.57
4	1.180 241.92	1.200 246.02	1.230 252.17	1.250 256.27	1.270 260.37	1.300 266.52	1.320 270.62	1.350 276.77	1.370 280.88
5	1.232 252.58	1.252 256.68	1.282 262.83	1.302 266.93	1.332 273.08	1.352 277.18	1.382 283.33	1.402 287.43	1.432 293.58
6	1.292 264.88	1.322 271.03	1.342 275.13	1.372 281.28	1.392 285.38	1.422 291.53	1.442 295.64	1.472 301.78	1.492 305.88
7	1.342 275.13	1.372 281.28	1.392 285.38	1.422 291.53	1.452 297.68	1.472 301.78	1.502 307.93	1.532 314.09	1.552 318.18
8	1.392 285.38	1.422 291.53	1.452 297.68	1.472 301.78	1.502 307.93	1.532 314.09	1.562 320.23	1.582 324.33	1.612 330.49
9	1.442 295.64	1.472 301.78	1.502 307.93	1.532 314.09	1.552 318.18	1.582 324.33	1.612 330.49	1.642 336.64	1.672 342.79
10	1.494 306.29	1.524 312.44	1.554 318.60	1.584 324.74	1.614 330.90	1.644 337.05	1.674 343.20	1.704 349.35	1.734 355.50
11	1.544 316.54	1.574 322.69	1.604 328.85	1.634 335.00	1.664 341.15	1.694 347.30	1.724 353.45	1.754 359.60	1.784 365.75
12	1.624 332.95	1.654 339.10	1.684 345.25	1.714 351.40	1.754 359.60	1.784 365.75	1.814 371.90	1.844 378.05	1.874 384.20
15	1.704 349.35	1.734 355.50	1.764 361.65	1.794 367.80	1.834 376.00	1.864 382.15	1.894 388.30	1.924 394.45	1.954 400.60
18	1.788 366.57	1.818 372.72	1.848 378.87	1.879 385.23	1.919 393.43	1.949 399.58	1.979 405.73	2.008 411.67	2.036 417.41

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

** Graduate hours earned after completion of MA Degree

*** Calculated by multiplying the daily rate at each step x 184 days

SCHEDULE B

- A. The list of current Schedule B positions, job descriptions and point totals is found in the current Schedule B book, which is incorporated herein by reference.
- B. The value for each Schedule B point shall be $.00423 \times$ the annual pay rate of Schedule A (Step 0, Column 1). In 2007-2008, each point shall be \$159.57.
- C. Schedule B Longevity payments are as described in Article 14.02 C herein.

SCHEDULE C

- A. The Schedule C hourly rate shall be used for programs paid on an hourly basis, including but not limited to driver's education, adult education (non-recreation), special services, summer institute, in-service training, teacher option days, etc. The Schedule C hourly rate shall be $.0008 \times$ the annual pay rate of Schedule A (Step 0, Column 1). In 2007-2008, the Schedule C hourly rate shall be \$30.18.

SCHEDULE D
2007-2008 - REGULAR CALENDARS

K-8 Calendar		Teacher Days	Student Days
Aug. 27	Opening Day for Staff	1	0
Aug. 28-30	Professional Development	3	0
Sept. 4-Oct. 12	Full Days of School	29	29
Oct. 12	1 hour * Schedule C grades 6-8 Report cards due Oct 17 at 4:30 p.m.	0	0
Oct. 15-17	Full Days of School	3	3
Oct. 18	Half Day of School, P/T Conf. 1-4 & 5-8 p.m., AM K in AM	1.5	1
Oct. 19 & 22	Full Days of School	2	2
Oct. 23	Full Day of School, P/T Conf. 5-8 p.m.	1.5	1
Oct. 24 – Nov. 1	Full Days of School	7	7
Nov. 2	No School K-8 (2 hours* Schedule C grades 1-5) Report cards due Nov 7 at 4:30 p.m.	0	0
	Quarterly Totals	48	43
Nov. 5-20	Full Days of School	12	12
Nov. 21-23	No School – Thanksgiving Recess	0	0
Nov. 26-29	Full Days of School	4	4
Nov. 30	1 hour* Schedule C grades 6-8 Report cards due Dec 5 at 4:30 p.m.	0	0
Dec. 3-21	Full Days of School	15	15
Dec. 24 – Jan. 2	No School – Holiday Recess	0	0
Jan. 3-17	Full Days of School	11	11
Jan. 18	No School K-8 (3 hours* Schedule C grades K-8) Report cards due Jan 23 at 4:30 p.m.	0	0
	Quarterly Totals	42	42
	Semester Totals	90	85
Jan. 21-Feb. 20	Full Days of School	23	23
Feb. 21	Half Day of School, P/T Conf. 1-4 & 5-8, AM K in AM	1.5	1
Feb. 22	Full Day of School	1	1
Feb. 25	Full Day of School, P/T Conf. 5-8	1.5	1
Feb. 26 – Mar. 3	Full Days of School	5	5
Mar. 4	1 hour* Schedule C grades 6-8 Report cards due Mar 10 at 4:30 p.m.	0	0
Mar. 4-20	Full Days of School	13	13
Mar. 21	No School K-8 (2 hours* Schedule C grades 1-5) Report cards due Mar 26 at 4:30 p.m.	0	0
	Quarterly Totals	45	44
Mar. 24-Apr. 3	Full Days of School	9	9
Apr. 4 – April 11	No School – Spring Recess	0	0
Apr. 14-24	Full Days of School	9	9
Apr. 24	1 hour* Schedule C grades 6-8 Report cards due Apr 29 at 4:30 p.m.	0	0
Apr. 25-May 7	Full Days of School	9	9
May 8	Half Day of School, Tulip Time AM K in AM	.5	1
May 9	Full Day of School, rain day makeup for May 8	1	1
May 12-23	Full Days of School	10	10
May 26	No School – Memorial Day	0	0
May 27-June 5	Full Days of School	8	8
June 6	Half Day of School AM K in AM (2 hours* Schedule C grades K-8) Report cards due June 11 at 4:30 p.m.	.5	1
	Quarterly Totals	47	48
	Semester Totals	92	92
2 Schedule A Days	Staff Development added to staff meetings, i.e. weekly or extended day	2	0
	Yearly Totals	184	177

- * Classroom teachers responsible for report cards.
- Additional staff development opportunities will be conducted during the school day (substitutes may be needed).
- The expectation for conferences is that all teachers will meet with parents. For teachers not meeting with parents during conferences or scheduled makeup time, this time will be unpaid.

SCHEDULE D
2007-2008 - REGULAR CALENDARS

9-12 Calendar		Teacher Days	Student Days
Aug. 27	Opening Day for Staff	1	0
Aug. 28-30	Professional Development	3	0
Aug. 29	Ninth Grade Orientation	0	0
Sept. 4-Oct. 17	Full Days of School	32	32
Oct. 18	Full Day of School, P/T Conf. 5-8 p.m.	1.5	1
Oct. 19 & 22	Full Days of School	2	2
Oct. 23	Full Day of School, P/T Conf. 5-8 p.m.	1.5	1
Oct. 24 - Nov. 1	Full Days of School	7	7
Nov. 2	No School	0	0
Nov. 5-19	Full Days of School	11	11
Nov. 20	Half Day – Exams (3 hours* p.m. – Schedule C grades 9-12)	.5	1
Nov. 21-23	No School – Thanksgiving Recess	0	0
	Trimester Totals **Report Cards due Nov 28 at 4:30 p.m.	59.5	55
Nov. 26- Dec. 21	Full Days of School	20	20
Dec. 24 – Jan. 2	No School – Holiday Recess	0	0
Jan. 3-16	Full Days of School	10	10
Jan. 17	Full Day of School, P/T Conf. 5-8 p.m.	1.5	1
Jan. 18	No School	0	0
Jan. 21	Full Day of School, P/T Conf. 5-8 p.m.	1.5	1
Jan. 22-Feb. 28	Full Days of School	28	28
Feb. 29	Half Day of School (3 hours* p.m. – Schedule C grades 9-12)	.5	1
	Trimester Totals **Report Cards due Mar 5 at 4:30 p.m.	61.5	61
Mar. 3	No School	0	0
Mar. 4 - 20	Full Days of School (MME 11, 12, 13)	13	13
Mar. 21	No School	0	0
Mar. 24- Apr. 3	Full Days of School (MME Make Up 25, 26, 27)	9	9
Apr. 4-11	No School Spring Break	0	0
Apr. 14-23	Full Days of School	8	8
Apr. 24	Full Day of School, P/T Conf. 5-8 p.m.	1.5	1
Apr. 25	Full Day of School	1	1
Apr. 28	Full Day of School, P/T Conf. 5-8 p.m.	1.5	1
Apr. 29-May 7	Full Days of School	7	7
May 8	Half Day of School, Tulip Time	.5	1
May 9	Full Day of School, rain day makeup for May 8	1	1
May 12-23	Full Days of School	10	10
May 26	No School – Memorial Day	0	0
May 27-June 5	Full Days of School	8	8
June 6	Half Day of School, Exams (3 hours* p.m. – Schedule C grades 9-12)	.5	1
	Trimester Totals **Report Cards due June 11 at 4:30 p.m.	61	61
2 Schedule A Days	Staff Development added to staff meetings, i.e. weekly or extended day	2	
	Yearly Totals	184	177

- * Classroom teachers responsible for report cards.
- Additional staff development opportunities will be conducted during the school day (substitutes may be needed).
- The expectation for conferences is that all teachers will meet with parents. For teachers not meeting with parents during conferences or scheduled makeup time, this time will be unpaid.

SCHEDULE D
2007-2008
REGULAR CALENDARS

- A. Inclement weather days will be made up only if make-up days are needed to meet the state-required minimum number of days and/or hours, and if the District will lose state funding if the days are not made up.
- B. Only the days and/or hours necessary to meet the minimum number of days and hours required by the state will be made up.
- C. Make up days will be scheduled for regular week days at the end of the school calendar. For each day or fraction of a day made up under this subsection, each teacher will receive one (1) day of pay at the guest teacher rate of \$95.00 per day.
- D. If the state law is amended or appealed so that no loss of state aid occurs for Act of God days, the District and Association will meet to revise the calendar as needed.

**SCHEDULE E
LIST OF STAFF MEETINGS
for 2007-2008**

Unpaid (Required) Days:

1. August or September: 1 evening open house – maximum 2½ hours
2. Eight (8) 1-hour staff meetings may be called by principals. Five additional hours may be added by the principals in half (1/2) hour to one (1) hour segments. They may be added to the scheduled meetings or added as additional meetings. Dates shall be set at the start of the year whenever possible, or at least one (1) week if feasible prior to the meeting date to allow teachers to plan ahead for day care and medical appointments.

The meetings may be held during the months of:

September
October
November
January
February
March
April
May

3. A one (1) hour meeting shall be added at the District Level by Central Administration.
4. Attendance at the “Celebration of Learning” 1-hour program shall be required of all building teachers – classroom and specialists.
5. In addition to the time and dates above, there shall be two Schedule A days, fourteen (14) hours and thirty-six (36) minutes, which are currently being utilized for staff development.

SCHEDULE F
Calendar for Half Days and Exams

2007-08

Half Days of School

- K-5 10/18, 2/21, 5/8, 6/6
- 6-8 10/18, 2/21, 5/8, 6/6
- 9-12 11/20, 2/29, 5/8, 6/6

Half Day Starting and Ending Times

Grades K - 5 = 3 hours 17 minutes

- Glerum, Woodside - 8:20 - 11:37 a.m. Teacher Day 8:15 – 11:50 a.m.
- Pine Creek - 8:25 - 11:42 a.m. Teacher Day 8:20 – 11:55 a.m.
- All Others - 8:50 - 12:07 a.m. Teacher Day 8:45 – 12:20 a.m.

Grades 6-8 = 3 hours 17 minutes

- Harbor Lights - 7:50 – 11:07 a.m. Teacher Day 7:35 – 11:15 a.m.
- Macatawa Bay - 7:50 – 11:07 a.m. Teacher Day 7:35 – 11:15 a.m.

Grades 9-12 = 3 hours 20 minutes

- - 7:45 – 11:05 a.m. Teacher Day 7:35 – 11:15 a.m.

Required Progress Reports Due 2007-08

Grades 9-12

- Sunday October 14 11:59 p.m.
- Sunday January 20 11:59 p.m.
- Sunday April 27 11:59 p.m.

Report Cards Due 2007-08

Grades 1-5

- Quarter 1 Wednesday November 7 4:30 p.m.
- Quarter 2 Wednesday January 23 4:30 p.m.
- Quarter 3 Wednesday March 26 4:30 p.m.
- Quarter 4 Wednesday June 11 4:30 p.m.

Grades 6-8

- Period 1 Wednesday October 17 4:30 p.m.
- Period 2 Wednesday December 5 4:30 p.m.
- Period 3 Wednesday January 23 4:30 p.m.
- Period 4 Monday March 10 4:30 p.m.
- Period 5 Tuesday April 29 4:30 p.m.
- Period 6 Wednesday June 11 4:30 p.m.

Grades 9-12

- Trimester 1 Wednesday November 28 4:30 p.m.
- Trimester 2 Wednesday March 5 4:30 p.m.
- Trimester 3 Wednesday June 11 4:30 p.m.

SCHEDULE G
School Day Starting and Ending Times 2007-08

Building	Student Day	Hour Count	Teacher Day
Kindergarten Glerum, Woodside	8:20 – 11:29 a.m. 12:14 – 3:23 p.m. 1 st bell 8:20 a.m. *	3 hours 9 minutes 3 hours 9 minutes	8:15 – 3:33 p.m.
Pine Creek	8:25 – 11:34 a.m. 12:19 – 3:28 p.m. 1 st bell 8:25 a.m. *	3 hours 9 minutes 3 hours 9 minutes	8:20 – 3:38 p.m.
Kindergarten - All Others	8:50 – 11:59 a.m. 12:44 – 3:53 p.m. 1 st bell 8:50 a.m. *	3 hours 9 minutes 3 hours 9 minutes	8:45 – 4:03 p.m.
First – Fifth Grades Glerum, Woodside	8:20 – 3:23 p.m. 1 st bell 8:20 a.m. *	6 hours 18 minutes	8:15 – 3:33 p.m.
Pine Creek	8:25 – 3:28 p.m. 1 st bell 8:25 a.m. *	6 hours 18 minutes	8:20 – 3:38 p.m.
First – Fifth Grades All Others	8:50 – 3:53 p.m. 1 st bell 8:50 a.m. *	6 hours 18 minutes	8:45 – 4:03 p.m.
Harbor Lights	7:50 – 2:43 p.m. 30 minute lunch	6 hours 18 minutes	7:35 – 2:53 p.m.
Macatawa Bay	7:50 – 2:43 p.m. 30 minute lunch	6 hours 18 minutes	7:35 – 2:53 p.m.
High School	7:45 – 2:43 p.m. 30 minute lunch	6 hours 23 minutes	7:35 – 2:53 p.m.

Letter of Agreement
West Ottawa Education Association
And
West Ottawa Public Schools
Re: Master Agreement Changes to for a Five Period
Trimester Schedule

- 11.09 A.5. Teachers in Grade 9 will have at least 320 minutes per week of individual planning time. Delete Plus 159 minutes of team planning time.
- 11.09 A.6. Teachers in Grades 10-12 will have at least 320 minutes per week of individual planning time. Delete plus 150 minutes per week of TAP Time.

11.09	Schedule C rate shall be:	Minutes	Multiplier	2005-2006
	Grades 6-8 Traditional Period	56	1.00	\$29.50
	High School Short Period	58-60	1.00	\$29.50
	High School Long Period	70-76	1.24	\$36.58

(Class minutes adjusted 9/01/04 to match schedule in place)

11.09 E Delete Entire Section – 9th Grade Team Planning Time.

11.09 F Delete Entire Section – Teacher Assistance Program (TAP) including all Sub-Sections #1 through #8.

THE FOLLOWING ITEMS ARE NEW SECTIONS AND #1 SHALL BE ADDED TO THE MASTER AGREEMENT. ITEMS 2, 3, AND 4 APPLY FOR SCHOOL YEAR 2004-2005.

1. Working Conditions – Article 11.08 D – the District shall continue the class size practices currently in effect in the high school including the numbers of students per class and balancing classes within the departments. The maximum teacher load per trimester shall be 120 students per teacher – with the exception of performing music.
2. Teachers shall be allowed at least six (6) hours of paid Professional Development time during the summer of 2004 to facilitate moving to the Trimester Schedule.
3. 2004-2005 Proposed Calendar is attached.
4. The Trimester schedule shall be completed and approved by Faculty Council and the building Association Representative.

FOR THE DISTRICT:
/s/ Rosemary Ervine

FOR THE ASSOCIATION:
/s/ Nancy Gasper

Dated: June 04, 2004

Dated: June 04, 2004

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

11.40f EXTRA ACADEMIC PERIODS OUTSIDE THE TRADITIONAL SCHOOL DAY

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

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

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

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

A. PROPOSALS FOR COURSE OFFERINGS

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

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

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

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

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

B. DURATION OF CLASSES

1. Compensation options:

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

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

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

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

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

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

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

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

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

taught.

D. LENGTH OF TEACHER DAY

1. Before School Extra Class Period

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

2. After School Extra Class Period

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

E. DURATION OF AGREEMENT

1. This agreement shall continue to be in effect until either side wishes to discontinue this agreement. They then shall notify the other party by May 1 of the current school year and the two parties shall meet to renegotiate.

2. Discussion shall continue during the current school year regarding sections of this agreement which arise as problem areas during the program.

/s/ Dave Farabee
For the District

/s/ Nancy Gasper
For the Association

7/17/96
Date

7/17/96
Date

LETTER OF UNDERSTANDING

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

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

/s/ Robert DeVries
For the District

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

9/13/90
Date

9/11/90
Date

**Letter of Agreement
between
West Ottawa Public School District
and
West Ottawa Education Association, MEA/NEA**

Re: Appraisal Study Committee

The undersigned representatives of the West Ottawa Public Schools (district) and the West Ottawa Education Association, MEA/NEA (association) hereby agree to the following provisions regarding an appraisal study committee:

1. **Purpose** The district and the association recognize that the Teacher Appraisal Form (AF 8-95) has been in use since 1995. The parties agree to review this form and process to determine whether or not they should be modified.
2. **Composition of Appraisal Study Committee** The district and association agree to create an "Appraisal Study Committee" (committee). The committee shall be composed of four (4) persons named by the district and four (4) persons named by the association (which includes the two co-chairs.) Each team shall include representation from elementary, middle and secondary levels. The committee will be co-chaired by representatives named by the association and the district. The committee shall be created within one (1) month of ratification of the 2002-2003 Master Agreement.
3. **Duties of Committee** The committee shall be authorized to:
 - b. Review the current Teacher Appraisal Form (AF 8-95) and process.
 - c. Conduct any research that the committee determines necessary.
 - d. Prepare written recommendations regarding any proposed changes to the appraisal form and process.
4. **Committee Report** The committee shall submit a written report and recommendations to the Superintendent and the President of the Association no later than May 1, 2006.
5. **Dissenting Reports** Any member(s) of the committee who disagrees with the committee report and recommendations (in whole or in part) shall have the right to submit a "dissenting report," which shall be attached to all copies of the committee report.
6. **Dissolution of Committee** The committee shall be dissolved after submitting its report and recommendations to the district and association.
7. **Consideration of Committee Report by District and Association** Within one (1) month after receipt of the committee report, the negotiating teams for the district and association shall meet to negotiate the recommendations contained in the committee report. The negotiating teams may agree to the recommendations; reject the recommendations; or negotiate modifications in the recommendations. Any change in the Teacher Appraisal Form shall be tentatively agreed to in writing by the negotiating teams for the district and association.

8. **Ratification of Changes** In the event that the negotiating teams reach tentative agreement on changes to the current Teacher Appraisal Form (AF 8-95) and process, this tentative agreement will be submitted to the board of education and the association's board of directors for ratification.
9. **Failure to Agree to Changes** In the event that the negotiating teams are unable to reach agreement on changes to the current Teacher Appraisal Form (AF 8-95) and process, or in the event that tentative changes are not ratified by both the district and the association, the current form and process shall continue in effect.
10. **Copies to Teachers** The district shall provide copies of the revised appraisal form and process to all members of the association's bargaining unit following ratification by both parties.
11. **Effective Date of Changes to Appraisal Form** Any changes in the appraisal form and process that are ratified by both parties shall take effect as soon as practicable, but not sooner than the start of the next school year.
12. **Effective Date of Letter of Agreement** This Letter of Agreement shall take effect immediately upon ratification of the successor agreement to the 2000-2002 Master Agreement between the district and association, and shall continue in effect until the committee submits its written report and recommendations to the district and association.
13. **Non-Precedent** This Letter of Agreement shall not constitute a past practice or precedent, nor a waiver of any rights.

FOR THE DISTRICT:

FOR THE ASSOCIATION:

/s/ Rosemary Ervine _____

/s/ Nancy Gasper _____

Date: August 22, 2002 _____

Date: August 22, 2002 _____

LETTER OF AGREEMENT

The Board of Education of the West Ottawa Public Schools (WOPS) and the West Ottawa Education Association (WOEA) agree:

1. The shared time teachers employed by the WOPS as a result of the dissolution of the consortium shall be excluded from the WOEA bargaining unit during the 2005-2006 school year.

Date: 10/5/ 2005

Date: 10/5/ 2005

Rosemary Couper
WOPS
Sharon G. Fraser
WOEA

LETTER OF AGREEMENT

Between

West Ottawa Public Schools

And the

West Ottawa Education Association

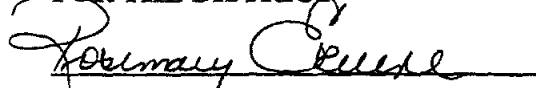
The West Ottawa Public Schools and the West Ottawa Public Schools Education Association hereby agree to extend the date found in Article 11.19 Curriculum Changes from June 1 of the current school year to August 1, 2005.

This change shall be made for the Kindergarten proposed new textbook in English, Language Arts to be selected by June 16, 2005. A copy of the teacher's edition and any handbooks shall be made available to the Kindergarten teachers by August 1, 2005.

Any teachers' materials received after August 1, 2005 shall be considered optional for the 2005-2006 school year. The teacher may use his/her current materials and/or integrate units from the new textbook series chosen.

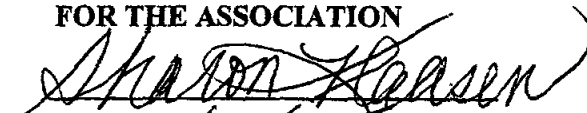
If the materials are received after August 1, their use shall be required for the 2006-2007 school year.

FOR THE DISTRICT



Date 5/5/05

FOR THE ASSOCIATION



Date 5/5/05

Letter of Agreement
between the
West Ottawa Public Schools
and the
West Ottawa Education Association

The West Ottawa Public Schools and the West Ottawa Education Association hereby agree to the following regarding portfolios to fulfill the “highly qualified” requirement of the “No Child Left Behind Act”:

1. The teacher will create a portfolio following the guidelines and requirements established by the “No Child Left Behind Act” and the Michigan Department of Education.
2. The teacher will submit the portfolio to the Human Resources Department of the West Ottawa School District by March 1, 2006. The Assistant Superintendent of Human Resources will determine if the Portfolio is completed correctly and sufficiently for consideration by The West Ottawa Leadership Team (WOLT).
3. The West Ottawa Leadership Team (WOLT) will review each portfolio and will notify the Assistant Superintendent of Human Resources of their decision.
4. The Assistant Superintendent of Human Resources will notify each teacher of the decision of WOLT. Acceptance of a portfolio by WOLT will mean that the teacher is “highly qualified .”

For the District

Rosemary Ervine

Date: May 20, 2005

For the Association

Sharon Klaasen

Date: May 20, 2005

**Letter of Agreement
Between
West Ottawa Public Schools
and
West Ottawa Education Association, MEA/NEA**

Re: Six-period Schedule for Grades 9-12

The Board may, following consultation with the WOEa, determine and establish a six-period schedule at the secondary level (grades 9-12) for the 2008-09 school year, during the term of this agreement. Any such schedule shall provide a daily 30 minute duty-free lunch period, an average of 275 weekly minutes of planning time, and shall comply with Section 11.10D of this agreement.

In the event the District moves to a schedule change and there is no successor agreement for the 2008-09 school year, we shall follow the 2007-08 K-8 calendar for the K-12 students and staff.

In the event the District moves to a schedule change, the following contract items will be reviewed, adjusted, and/or deleted by mutual agreement with the Board and the WOEa:

The following articles have been resolved:

- Article 11.09 #4 – combine 4-6, teacher grades 6-12, #7 becomes #5
- Article 11.09 D – Drop short and long periods, change or drop year
- Article 13.05 – delete
- Schedule F – calendar for half days and exams (progress reports at 4-1/2 weeks, report cards at quarter marking periods, exams and final grades at semester)
- Schedule G – maintain high school student contact time similar to 2006-07 school year

The following articles are as written:

- Article 6.04 - lunch
- Article 9 – vacancies, promotions, and transfers
- Article 11.02 – pupil/teacher ratio
- Article 11.10A – adjust schedule

The following articles need to be addressed:

- Article 11.08D – middle and high school classrooms
- Article 11.09 C – revisit percentage
- LOA trimester – caseload language
- LOA extra academic periods

For the District

For the Association

Sharon Klaasen

Patricia Koeze

Sharon Klaasen

Date: 8-10-07

Date: 8/10/07

LETTER OF AGREEMENT

Between

West Ottawa Public Schools

And the

West Ottawa Education Association

Re: Extensions to Required Timelines for Curriculum Changes.

Article 11.18 of the current Master Agreement requires "Curriculum changes and changes in related procedures" to be made prior to "June 1 of the school year."

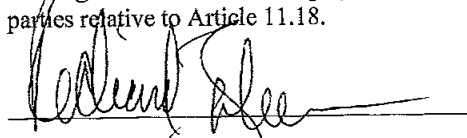
The curriculum approval for the following textbooks and courses was not done within the specified timelines of the Master Agreement for the upcoming 2007-2008 school year:

1. Calculus: Graphical, Numerical, Algebraic (2007 Edition), for AP Calculus,
2. Psychology: An Introduction (2005 Edition), for AP Psychology,
3. The Language of Composition (2008 Edition), for AP and English Language and Composition,
4. Tu Mundo and Nuestro Mundo (2002 Edition), for a new course entitled "Spanish for the Native Speakers",
5. Beginning Spanish, levels 1 & 2 and Beginning Grammar, levels 1 & 2 from Sing and Speak Spanish (grades 1-5)
6. and two additional new courses placed on a 30 day review entitled "School-to-Work Career Program Courses: Cooperative Career Education and Career Intern" and "Spanish for the Native Speakers."

In order to resolve this contract violation, the parties do hereby agree to the following:

1. The contractual required date will be extended from June 1 of the current school year to August 21, 2007.
2. This extension shall be made for the above stated textbooks and curriculum changes only.
3. Any teachers'/curriculum materials received after August 1, 2007 by the teachers assigned to this new curriculum will be considered optional for the 2007-2008 school year. The teacher may use his/her current materials and/or integrate units from the new textbook series chosen.
4. If new curriculum materials for these courses are received after August 1, 2007 but before June 1, 2008, their use shall be required for the 2008-2009 school year.
5. In the future, the board shall agree to take no board action for approval of new curriculum that violates Article 11.18 of the current Master Agreement.

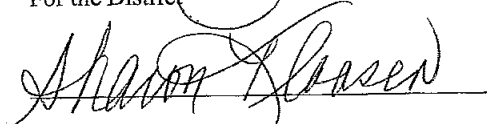
This Agreement is made with prejudice and is intended to clarify the practice between the parties relative to Article 11.18.



For the District

8/1/07

Date



For the Association

8/10/07

Date

A "key" employee is a salaried "eligible" employee who is among the highest paid ten percent of employees within 75 miles of the work site.

NOTICE AND CERTIFICATION

Employees seeking to use FMLA leave are required to provide 30-day advance notice of the need to take FMLA leave when the need is foreseeable and such notice is practicable.

Employers may also require employees to provide:

- medical certification supporting the need for leave due to a serious health condition affecting the employee or an immediate family member;
- second or third medical opinions (at the employer's expense) and periodic recertification; and
- periodic reports during FMLA leave regarding the employee's status and intent to return to work.

When intermittent leave is needed to care for an immediate family member or the employee's own illness, and is for planned medical treatment, the employee must try to schedule treatment so as not to unduly disrupt the employer's operation.

Covered employers must post a notice approved by the Secretary of Labor explaining rights and responsibilities under FMLA. As an employer that willfully violates this posting requirement may be subject to a fine of up to \$100 for each separate offense.

Also, covered employers must inform employees of their rights and responsibilities under FMLA, including given specific written information on what is required of the employee and what might happen in certain circumstances, such as if the employee fails to return to work after FMLA leave.

UNLAWFUL ACTS

It is unlawful for any employer to interfere with, restrain, or deny the exercise of any right provided by FMLA. It is also unlawful for an employer to discharge or discriminate against any individual for opposing any practice, or because of involvement in an proceeding related to FMLA

ENFORCEMENT

The Wage and Hour Division investigates complaints. If violations cannot be satisfactorily resolved, the U.S. Department of Labor may bring action in court to compel compliance. Individuals may also bring a private civil action against an employer for violations.

OTHER PROVISIONS

Special rules apply to employees of local education agencies. Generally, these rules provide for FMLA leave to be taken in blocks of time when intermittent

leave is needed or the leave is required near the end of a school term.

Salaried executive, administrative, and professional employees of covered employers who meet the Fair Labor Standards Act (FLSA) criteria for exemption from minimum wage and overtime under Regulations 29 CFR Part 541, do not lose their FLSA-exempt status by using any unpaid FMLA leave. This special exception to the "salary basis" requirements for FLSA's exemption extends only to "eligible" employee's use of leave required by FMLA.

The FMLA does not affect any other federal or state law which prohibits discrimination, nor supersede any state or local law which provides greater family or medical leave protection. Nor does it affect an employer's obligation to provide greater leave rights under a collective bargaining agreement or employment benefit plan. The FMLA also encourages employers to provide more generous leave rights.

FURTHER INFORMATION

The final rule implementing FMLA is contained in the January 6, 1995, *Federal Register*. (An interim final rule was published in the *Federal Register* on June 4, 1993.) For more information, please contact the nearest office of the Wage and Hour Division, listed in most telephone directories under U.S. Government, Department of Labor, Employment Standards Administration.

