



**PEWAMO-WESTPHALIA COMMUNITY SCHOOLS**  
**TEACHER MASTER CONTRACT**

**7/1/2025-6/30/2028**

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## WITNESSETH

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

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

### ARTICLE I, RECOGNITION

- A. The Board recognizes the Association as the exclusive bargaining representative as defined in Section II, of Act 379, Public Acts of 1965, for all certified teaching personnel, including full-time classroom teachers, part-time classroom teachers, media specialists, non-certified and/or non-endorsed teachers, and special education teachers, but excluding supervisory and executive personnel, substitute teachers, office, clerical, maintenance, operating employees, and all others employed by the Board. Non-certified, non-endorsed teachers may be hired only in emergency situations for a maximum of one (1) year.
- B. Supervisory and executive personnel who teach more than ½ time a day shall be considered teachers and shall be covered by this agreement.
- C. The term "teachers", when used hereinafter in this Agreement, shall refer to all employees represented by the Association in bargaining unit as above defined. A probationary teacher is a teacher who has not attained tenure teacher status.
- D. The board agrees to not negotiate with any teachers' organization other than the Association for the duration of this Agreement.

### ARTICLE II, BOARD RIGHTS

- A. The Board on its own behalf and on the behalf of the electors of the district hereby retains and reserves unto itself, without limitation, all the powers, rights, authority, duties, and responsibilities conferred upon and invested in it by the laws and the Constitution of the State of Michigan and of the United States, including but without limiting the generality of the foregoing, the right:
  - 1. To the executive management and administrative control of the school system and all its properties and facilities, and the activities of its employees while such employees are on duty including providing reasonable provisions for the health, safety, and first aid of employees when performing work functions.
  - 2. To discipline, hire, and dismiss all employees subject to the provisions of law.
  - 3. To establish grades and courses of instruction, including special programs, and to provide for recreational and social events for students, all as deemed necessary or advisable by the Board.
  - 4. To approve or reject the means and methods of instruction, the selection of textbooks and other teaching materials, and the use of teaching aides as recommended by the Association.
  - 5. To determine class schedules, the hours of instruction, the duties, responsibilities, and the assignment of teachers and other employees with respect thereto, and the terms and conditions of employment.
- B. The exercise of the foregoing powers, rights and authority, duties and responsibilities by the Board, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited by the specific and

express terms of this Agreement (and then only to the extent such specific and express terms of this thereof are in conformance with the Constitution and Laws of the State of Michigan and the Constitution and Laws of the United States.)

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

### **ARTICLE III, ASSOCIATION RIGHTS**

- A. The Association shall have the right to the use of school buildings for meetings of the PWEA at such hours that do not interfere with the regular program of the school or any other activities that have been previously scheduled and approved by the Board or its representatives. The Building Principal will be notified of all such meetings one week in advance, if possible.
- B. Bulletin boards and other established media of communication shall be made available to the Association and its members for official organizational materials.
- C. Teachers are encouraged to advise the Board and Administration with respect to changes in educational policy.

### **ARTICLE IV, TEACHING HOURS**

- A. The length of the teacher's day shall be seven (7) hours, 10 minutes, including no less than thirty (30) minutes duty-free lunch. Times are listed below.  
Elementary: 7:45 am-2:55 pm  
High School: 7:53 am-3:03 pm.
- B. The teaching load in the elementary, excluding full-time counselors, preschool teachers, and full-time librarians will meet requirements that each teacher within the student school day will have an average of at least one (1) preparation/consultation period per day, a minimum of 40 minutes, exclusive of lunch period. Exceptions will be made through mutual agreement with the teacher.
- C. Elementary teachers who have no students under their supervision during time when their students are receiving instruction from various teaching specialists, shall use the time for class preparation.
- D. All teachers shall be entitled to a duty free uninterrupted lunch period of a minimum of thirty (30) minutes duration. Emergency situations or problems connected with inclement weather may alter the schedule.
- E. The teaching load in the senior high school, excluding full-time counselors and full-time librarians, will meet requirements that each teacher within the student school day will have an average of at least one (1) preparation/consultation period per day exclusive of lunch period. Exceptions will be made through mutual agreement with the teacher.
- F. A teacher engaged during the school day in negotiations on behalf of the Association with any representative of the Board or participating in a local grievance with any representative of the Board shall be released from regular duties without loss of salary. Whenever possible, grievances and negotiations will be conducted outside of regular school hours.
- G. Each teacher shall be required to attend no more than two (2) hours of meetings or school functions per month beyond the regular school day. Three hours may be required in months

that include parent teacher conferences, graduations (both buildings), elementary concerts, Elementary Open House, and HS Award Night. Teachers must be given at least one week's notice in writing of any required meeting or function, unless the meeting is necessary because of an emergency. Teachers may be excused from required meetings or functions by their principal for good cause. Emergency situations, problems connected with inclement weather, administrative and/or district-level meetings, etc., may alter the schedule. If such issues arise, teachers will be entitled to their duty-free lunch with their classroom responsibilities covered by the administration or designee.

- H. When inclement weather or any Act of God causes the cancellation of classes in the entire district, teachers shall not be required to report.
- I. When schools are closed to students due to severe inclement weather, severe storms, fires, epidemics or other conditions beyond the control of school authorities, teachers will not be required to report for duty and shall suffer no loss of compensation on said days. Teachers also shall be required to report on rescheduled days of instruction with no additional compensation to meet state required days and hours according to the following procedure:
  - 1. Any negotiated Flex days.
  - 2. The remaining makeup days will be added to the calendar immediately following the previously scheduled closing date for students. In that event, the calendar shall be adjusted so that the final three (3) days of school for students are half (1/2) days).
  - 3. If at any time during the life of this Agreement, it becomes lawful to count (for the purpose of state member aid) as days of pupil instruction days when pupil instruction is not provided due to conditions not within the control of school authorities such as due to severe storms, fires, epidemics, or health conditions, it is agreed that the following provision shall become immediately in effect: When the Act of God or an Employer directive forces the closing of a school or other facility of the Employer, bargaining unit members shall be excused from reporting to duty without loss of pay. Days lost due to school closing under the foregoing circumstances shall not be rescheduled, unless otherwise required by State law.
- J. Professional teaching staff shall be provided the opportunity to obtain sufficient hours of Professional Development to meet State Professional Development hours of in- service time per year beyond that normally provided by the district, approved by the building principal. Any conference, class or workshop sponsored by an intermediate school district, RESA, Michigan Department of Education, college, university, educational organization, or special interest education group shall qualify as meeting this requirement. The district shall pay all costs and reasonable expenses incurred by teachers in meeting this requirement, provided the teacher submits a receipt for reimbursement. A log to be kept on the Association bulletin board will be placed in each building to record time spent.
- K. During the summer and outside of the agreed calendar of regularly scheduled work days, should the Board sponsor a Professional Learning Conference to provide professional development for the benefit of professional teaching staff, the Board shall provide those in attendance for the entire session a \$75 stipend per day.
- L. If additional days are required by State law, the parties will meet to determine their placement in the calendar.

## ARTICLE V, TEACHING CONDITIONS

- A. The suggested pupil — teacher ratio as set forth in Schedule -A-represents a goal of the Board.
- | <u>SCHEDULE A</u>             | <u>SUGGESTED MAXIMUMS</u> |
|-------------------------------|---------------------------|
| Elementary Classrooms Regular | 25                        |
| Secondary                     |                           |
| English }                     |                           |
| Social Studies }              |                           |
| Mathematics }                 | 32                        |
| Science }                     |                           |
| Language }                    |                           |
| Business }                    |                           |
| Computers }                   |                           |
| Health }                      |                           |
| General Electives }           |                           |
| Industrial Arts (Wood Shop)   | 20                        |
| Performing Arts               | Not Applicable            |
| Physical Education            | 40                        |
- B. If district sizes are over the listed maximums, the District will work to balance the schedule to ensure the class sizes are appropriate within the first three weeks of school (each semester for MHS).
- C. If class sizes are above the listed maximums after the third week of school (each semester for MHS), an elementary teacher will have the choice to be compensated \$200 total or elect to receive a two hour a day aide. A secondary teacher will be compensated at the rate of \$80 per student over the listed maximum per semester. Teachers who qualify for extra pay will receive it on the last pay period at the end of the semester or next possible pay period.
- D. When practicable and possible, the Board shall make available to and in each school a lounge and/or work study room and lavatory facilities exclusively for teacher use.
- E. The Board will continue its efforts to provide aides for teachers to assist in non-professional activities where the Board deems it necessary or advisable, and limited by the financial condition of the district.
- F. Under no conditions shall a teacher be required to engage in non-educational activities as part of their regular assignment. This would include activities such as bus driving, scoring or timing at athletic events, and janitorial duties.
- G. All requisitions shall be submitted on the forms provided. Within twenty (20) school days, teachers will be given written statements dealing with the disposition of their requisitions. Said disposition will indicate either approval or denial. Reasons for denial shall be given if the teacher requests the same from the administration.
- H. Teachers who travel over two (2) miles between schools as part of their regular daily schedule will be allowed 15 minutes each way for travel and set-up. This travel is exclusive of the lunch period.
- I. The administration will make reasonable attempts to provide a minimum of two hours of aide time per day to a teacher at the elementary level with more than 25 students in a class. If there are no applicants, the teacher will be compensated per the rate above.

## ARTICLE VI, PROFESSIONAL CERTIFICATION AND QUALIFICATIONS

- A. Teachers will be assigned within the scope of their teaching certificates and their qualifications. For purposes of interpreting and applying this Agreement, the following definitions will govern:
1. "Certification" or "certified" shall be defined as the requirement to hold all certificates, endorsements and approvals required by law and/or the Michigan Department of Education Certification Code to serve in the position assigned. It is the teacher's responsibility to file such certificates, endorsements, or approvals with the District.
  2. The teacher shall provide written notice to the District of any change to their certificates, endorsements, or approvals after the original filing of it with the District. This shall include notice of any additional endorsements, certificates, renewals, approvals as well as expirations, revocations, and any limitations thereon. The teacher shall further notify the District and the Association, in writing, in the event that he/she petitions the State Board of Education for nullification or limitation of their certificate, one or more endorsements thereon, or a grade level certification appearing on the certificate.
- B. Any non-instructional, extra-curricular or extra duty assignments in addition to the normal teaching schedule during the regular school year shall not be obligatory, except as stated below, but shall be with the consent of the teacher. The Board has the right to fill open positions with persons outside the bargaining unit in the event that no qualified and experienced bargaining unit member applies for the position. Extra duty positions shall not be deemed positions with tenure. A teacher who has had no extra duty except class advisor within the last three years may be assigned one extra duty after that position has been posted but left vacant.
- C. Secondary teachers will be asked to be a class advisor and paid per the extracurricular salary schedule. If no teacher agrees to be the class advisor, then the administrator will use the following procedure:  
A randomly drawn list of all secondary teachers shall be provided for assigning class advisors. Any full-time teacher who currently has no extra duty could be assigned a class advisor position for a period of two years. After a teacher has served two years, their name will be placed at the bottom of the list. In the event that not all class advisor positions are filled, teachers will be selected from the list who have only one extra duty. This process will be continued until all class advisor positions have been filled. No teacher will be assigned more than one class advisor position concurrently. The name of any new teacher shall be added to the bottom of the list. No class advisors will be assigned to each grade except when one is mutually agreed upon. This Article refers to open positions only.

## ARTICLE VII TEACHER EVALUATION

A. The classroom teacher performance evaluation system will include the following as part of the process:

1. The mutually agreed-upon tool by both parties, ensuring compliance with statutory requirements, is 5D+. It will be used consistently among all schools operated by the District. The evaluation tool uses objective criteria, making up 80% of the year-end evaluation. The final rating categories are effective, developing, and needing support.

2. The evaluation system shall establish clear approaches to measuring student growth and provide professional staff with relevant data. Locally agreed-upon student growth assessment data and student learning objectives metrics (jointly chosen from the agreed-upon data chart: Teacher Evaluation Data) will account for 20% of the year-end evaluation.

a. Teachers are encouraged to review outliers in their data (i.e. excessive absence, partial year transfers, or other extenuating circumstances) and explain them as part of the evaluation process. How teachers respond to data is just as important as what the data is; therefore, the evaluator and teacher will work in consultation to determine which outliers exist and may need to be excluded.

3. Classroom observations shall be conducted at least twice per school year (with a range of 2-4 depending on support needed), with each observation lasting at least fifteen (15) minutes. One (1) observation may be unscheduled. Feedback shall be provided within 15 days after each observation.

a. Classroom teachers will share the lesson plan for the observed lesson, including the state curriculum standard(s) being used in that lesson.

b. The observation will include a review of pupil engagement in the lesson.

c. Feedback will be provided in writing. If either party notes concerns in writing, a post-observation meeting will be scheduled within ten school days.

d. Scheduled observations will be announced for a specific week. For probationary teachers, at least one scheduled observation will be made for a specific day.

Administrators will avoid the day before or immediately after breaks, holidays, and conference days unless invited by the teacher.

4. A mid-year progress meeting shall be provided to probationary teachers and to teachers rated “needing support” or “developing” on the most recent year-end evaluation. This meeting shall align with the teacher's Individualized Development Plan (IDP) (SEE APPENDIX A) and include specific performance goals and recommendations. At the discretion of the principal, mid-year meetings may occur with additional or all staff as needed. If there are any concerns about teacher performance, notification must occur on or prior to February 1. Mid-year meetings must occur by February 1, when reasonably practicable, so an IDP may be put in place as needed before the conclusion of the school year and end-of-year evaluation. This does not prevent a teacher from being placed on an IDP if new concerns arise beyond February 1st.

5. Professional staff members on an evaluation year cycle shall undergo an annual year-end evaluation, which will provide timely and constructive feedback on job performance.



- a. Classroom teachers who work less than 60 days in the school year and are not evaluated due to extenuating circumstances will receive a rating as unevaluated.
- b. If a teacher has worked 60 or more days, the teacher will receive a summative rating based on the data collected and available for that year.
- c. Any teacher rated (prior to 2025) as ineffective or (after 2024) as needing support for three (3) consecutive years shall be dismissed from the district.

6. Tenured teachers rated effective (or higher) on the three most recent consecutive year-end evaluations may be evaluated every third year.

- a. It is understood that high-quality teachers use data to drive instruction. In a non-evaluation school year, the only item teachers will be expected to provide in the evaluation platform is quantitative or qualitative evidence of how student growth data informs instruction.

7. Probationary teachers will work with their evaluator to determine specific performance goals, which will be discussed at a minimum at the mid-year and year-end evaluations to determine progress made toward those goals.

8. Any teacher rated “needing support” or demonstrating a need for growth in specific areas will be placed on an IDP. Any teacher with an IDP will be evaluated based on classroom observation, student growth data, and progress toward measurable IDP goals.

- a. Teachers fitting in this section will have a mentor or coach as a support measure of the IDP.
- b. Teachers fitting in this section will be provided professional learning opportunities selected by the administrator as support in growth areas identified.
- c. IDPs will include teacher responsibilities, administrator responsibilities, and reasonable, specific deadlines for improvement.
- d. The year-end evaluation shall show that any previously noted deficiency has been corrected or that the deficiency still exists.

9. Implementation and processes for the classroom teacher evaluation system will include the following:

- a. The District shall post relevant information about the evaluation system, including the evaluation tool(s), on its public website, ensuring transparency and accountability.
- b. Teachers will be trained on the evaluation system prior to September 30 of each school year or in the first 30 days of employment for teachers hired after the start of the school year.

## Teacher Evaluation Documents

Student data, including relevant student growth and assessment data, as defined by revised school code MCL 1249, will be determined in collaboration with the building administration and teacher at the beginning of each school year. The chart below collects possible data that can be used if both parties agree. Data should be rigorous, comparable across schools, meaningful, and deliberate for teacher and student growth.

<b>Data/Building Grade and Notes</b>	<b>Options</b>	<b>Additional special education</b>
K-5	Dibels, NWEA, Core Curricular Assessments( i.e. Wonders and Bridges/Big Ideas)	IEP Goals & Objectives
6-8	NWEA English and NWEA Math	IEP Goals & Objectives
9-12	SAT Composite & Local Student Learning Objectives (SLO)	IEP Goals & Objectives

The teacher and administrator need to agree on two or more data types to determine and measure goals.

The goals should be rigorous, include benchmarks, progress monitoring, and/or formative assessments, and be tied into larger, year-long building goal areas.

Student growth data should focus on at least 25-30 students (or for sp. ed. their caseloads or students serviced); student groupings could include any of the following:

- A classroom
- A subgroup based on an area (attendance, behavior, special education, “bubble” students, ethnicity, etc.)
- Other sets of students are collaboratively determined by the teacher and administrator
- Students will be counted as reaching their goals if they either reach their growth goal or reach grade-level proficiency.

Student growth language from MCL 1249: Student growth must be measured using multiple measures that may include student learning objectives, achievement of individualized education program goals, nationally normed or locally developed assessments that are aligned to state standards, research-based growth measures, or alternative assessments that are rigorous and comparable across schools within the school district, intermediate school district, or public school academy.

Other things to consider:

- If a teacher teaches core classes, this will be the area of focus rather than electives.
- If a teacher teaches multiple cores, data will be chosen that corresponds with district and building-level goals
- Data should be disaggregated (to understand subgroups and outliers can be examined)

	<b>Performance Evaluation = 80% of Overall Rating</b>				
<b>Student Growth = 20% of Overall Rating</b>		Not Proficient	Basic	Proficient	Distinguished
	Not Met	Needing Support	Developing	Effective	Effective
	Nearly Met	Needing Support	Developing	Effective	Effective
	Met	Needing Support	Developing	Effective	Effective
	Exceeds	Developing	Developing	Effective	Effective
		<b>Overall Rating</b>			

Two mutually agreed upon data sources will be used at 50% each. Self-contained classroom teachers will choose one source for math and one for reading.

<b>Effectiveness Rating</b>	<b>Scale</b>
Effective	3.5-4.0
	2.5-3.49
Developing	1.5-2.49
Needing Support	0.0-1.49

## **ARTICLE VIII MENTEE/MENTOR TEACHER**

### **A. Definition and Purpose**

In accordance with MCL 380.1526, For the first 3 years of his or her employment in classroom teaching, a teacher must be assigned by the school in which he or she teaches to 1 or more master teachers, or college professors or retired master teachers, who shall act as a mentor or mentors to the teacher. The building principal shall make the assignment(s). The mentor teacher shall be available to provide professional support, instruction, and guidance to the mentee. The purpose of the mentor assignment is to provide a peer who can offer assistance, resources, and information in a non-threatening collegial fashion.

Teachers who are hired and have three or more years of teaching experience in a public school will be assigned a Mentor Teacher for one year.

### **B. Mentor Teacher Assignment**

A Mentor Teacher shall be assigned by the building principal in accordance with the following:

1. Primary consideration for Mentor Teacher positions will be given to tenured members of the bargaining unit with at least five (5) years of classroom experience.
2. Participation as a Mentor Teacher is voluntary.
3. Every effort will be made to match Mentor Teachers and mentees who work in the same building.
4. A Mentor Teacher may not have more than two (2) mentees at any one time, unless agreed to by the teacher.

5. The Mentor Teacher assignment shall be subject to review by the Mentor Teacher and the mentee after each semester. Either the Mentor Teacher or the mentee may terminate the relationship at that time.

C. Relationship of Mentor and Mentee

The purpose of the mentor/mentee relationship is to assist the mentee to: gain an understanding of the best practices for quality instruction; provide a one-to-one relationship with a peer as the mentee becomes acclimated to his/her role as a teacher; and ensure that the District's educational philosophy is being imparted to the mentee. To foster this important relationship among peers, the Board agrees that if the Mentor Teacher is a member of the bargaining unit, the Mentor Teacher shall not be involved in evaluating the mentee. Provided, however, the Mentor Teacher may assist the administrator, where needed, with the mentee's Individualized Development Plan and/or in helping to clarify the evaluation. In addition, the mentee shall not be involved in the evaluation process of the Mentor Teacher.

D. Release Time

Release time will be provided if needed to both the mentor and mentee in coordination with the building principal. It is also understood that time between the Mentor Teacher and the mentee will necessarily take place weekly beyond the normal working day to establish this collaborative relationship.

The mentor and mentee will meet at least two hours a month to enhance their relationship and accomplish the goals of the Mentor program. A record of these meetings will be provided to the principal on a monthly basis.

E. Compensation

Bargaining unit members will receive a stipend of 1000 dollars (\$1000) per mentee per year to be paid at the end of each school year.

## ARTICLE IX, SENIORITY

A. Seniority

1. New employees shall be considered as probationary employees as prescribed by the Tenure Act.
2. The term "seniority" as hereinafter used shall be the length of continuous service with the Pewamo-Westphalia Board of Education as a member of the bargaining unit covered by this Agreement.
3. By October 15 annually the District shall prepare a seniority list showing the name of each teacher and their seniority date. The seniority list shall be presented to the Association President and posted in each building until November 15. If no written objections from the Association or bargaining unit members are received by November 15, the seniority list shall be conclusively regarded as accurate. If there are timely objections to the content of the seniority list, the Association and the District shall meet to resolve those discrepancies by December 15. If resolution is not achieved by that date, the matter shall be submitted through the Grievance Procedure at Step 3.
  - a. A teacher's seniority date shall start with the first day of work, which is the first teacher workday as determined by the master agreement. Days worked in any extracurricular position shall not accrue seniority, establish a date of hire or entitle the teacher to accrued

seniority by virtue of that service.

- b. In the circumstance of more than one individual having the same seniority date, all individuals so affected will have their ranking on the seniority list determined by the last four (4) digits of their social security numbers beginning with the thousands place. Whoever has the lowest last four (4) numbers of their social security number shall be ranked highest on the list and so on. The final ranked names will be placed on the list along with the month, day and year of their first workday. The Association President and the Superintendent will jointly certify, in writing, that the seniority ties have been resolved correctly according to the above standards.
- c. Leaves of absence and periods of layoff shall not constitute an interruption in continuous employment and seniority shall continue to accrue. Separation from the District and subsequent reemployment shall constitute an interruption in continuous employment and seniority shall not continue to accrue, nor shall any previous seniority be granted upon reemployment. Seniority shall be lost when a teacher has been laid off for two (2) years from the effective date of the layoff.
- d. A teacher who works less than full time shall accrue seniority as if they were employed full time.
- e. Credit given for teaching experience in other school districts shall not be considered for the purposes of accumulating seniority, but shall serve to reduce the probationary period in accordance with the provisions of the Tenure Act.
- f. Acceptance of an administrative position shall be considered a break in service and result in a loss of seniority.
- g. A teacher who is hired after the drawing described in part b has occurred shall be placed at the bottom of the seniority list at the time of their hire.
- h. Teachers who are laid off during a contract year shall be considered as having completed the contract year for purposes of placement on the salary scale if employed for one semester or more of the school year. Teachers who teach for less than one semester shall be given credit for a complete semester.
- i. A teacher shall not accumulate more than two years seniority while on leave. The association will protect and save harmless the Board of Education from any and all claims, demands, suits and other forms of liability or costs by reason of actions taken by the Board in compliance with this paragraph.

B. Updated Personal Information and Failure to Respond to Recalls

- 1. It shall be the responsibility of each teacher to notify the District of any change in address.
- 2. Employees who are notified of recall and fail to respond within five (5) days of receipt of the notice of recall or who fail to report by the date specified on the notice of recall shall be considered as resigned.

## **ARTICLE X, VACANCIES, PROMOTIONS, AND TRANSFERS**

- A. For purposes of this Article, a vacancy shall be defined as a professional position within the bargaining unit which the Board intends to fill and which is unfilled either because it is newly created or because the teacher holding that position has permanently severed employment in the bargaining unit or accepted a permanent transfer to a non-bargaining unit position.
- B. Requests by a teacher for transfer to a different class, building, or position shall be made in writing, one (1) copy of which shall be filed with the superintendent and one (1) copy shall be filed with the Association. The application shall set forth the reasons for the transfer, the school, grade, or position sought, and the applicant's academic qualifications. Such a request shall be renewed once each year to assure active consideration by the board.
- C. When the Board determines to fill a vacancy, it shall notify the Association and email the vacancy announcement to all staff. Any teacher may apply for a vacancy. Unsuccessful bargaining unit applicants shall be notified, upon request, of the reasons that they did not receive the vacant position.

## **ARTICLE XI, PLACEMENT, LAYOFF, AND RECALL OF TEACHERS**

### **Placement of Teachers**

The Superintendent shall be responsible for the proper assignment and transfer of all professional staff members and shall attempt to effect the optimum assignment of the professional staff in conformance with any applicable contractual or legal requirements, State certification requirements, and Federal requirements. S/He shall establish an audit procedure to ensure that each instructional staff member's teaching certificate is currently in compliance with appropriate State certification criteria and has not been nullified or, if applicable, that the professional staff member is otherwise qualified to teach as allowed by law.

### **Teacher Reduction/Recall**

It is the policy of this Board that all personnel decisions shall be based on retaining effective teachers in situations involving a staffing or program reduction or any other personnel decision resulting in the elimination of a position, as well as for hiring after such reductions /position eliminations or recall to vacant positions. "If the Superintendent determines that insufficient funds are budgeted for existing teaching staff or that a reduction in teaching staff is necessary due to program, curricular, or other operational considerations, the Superintendent will recommend to the Board the teaching positions to be reduced. The District shall not utilize length of service as the sole factor in personnel decisions.

This policy shall not operate or be applied to retain or recall a teacher whose most recent performance evaluation contains an overall rating of minimally effective or ineffective or needing support in preference to any properly certified and qualified teacher with a higher effectiveness rating as reflected in that teacher's most recent performance evaluation. This policy also shall not operate or be applied to retain or recall a probationary teacher who has received a rating of either minimally effective or ineffective in preference to any properly certified and qualified teacher with a higher effectiveness rating. A probationary teacher who is rated as effective or, prior to July 1, 2024, as highly effective on the most recent annual performance evaluation is not subject to displacement under a tenured teacher solely because the other teacher has attained tenure under the Teacher's Tenure Act.

The effectiveness of teachers as measured under the District's performance evaluation system, developed under Section 1249 of the School Code or as otherwise collectively bargained, must be used as a factor for personnel decisions.

The following shall also be used for personnel decisions made under this policy:

- A. Teacher Effectiveness Rating score as determined by the agreed-upon evaluation tool as outlined within this contract
- B. The teacher's length of service in a grade level or subject area.
- C. The teacher's disciplinary record.
- D. Relevant special training. This factor may be based on completion of relevant training, other than the professional development or continuing education, which is required by the employer or by State law, and the integration of that training into instruction in a meaningful way.
- E. Evidence of student growth which shall be a factor in assessing an employee's individual performance.
- F. The teacher's demonstrated pedagogical skills, including at least a special determination concerning the teacher's knowledge of the teacher's subject area and the ability to impart that knowledge through planning, delivering rigorous content, checking for and building higher-level understanding, differentiating, and managing a classroom; and consistent preparation to maximize instructional time.
- G. The teacher's management of the classroom, manner, and efficacy of disciplining students, rapport with parents and other teachers, and ability to withstand the strain of teaching.
- H. The teacher's attendance record.
- I. Significant, relevant accomplishments and contributions. This factor shall be based on whether the individual contributes to the overall performance of the school by making clear, significant, relevant contributions above the normal expectations for an individual in the teacher's peer group and having demonstrated a record of exceptional performance.

Teacher reduction and recall decisions are made formal by Board action.

#### **Recall Process**

- A. A teacher is eligible for recall for 12 months from the date the District implemented the reduction in teaching staff.
- B. The Superintendent will first identify the grade level(s), academic level(s), or department with a teaching vacancy.
- C. Before, or in lieu of, initiating the recall of a laid-off Teacher, the Superintendent may reassign a teacher to fill vacancies in accordance with this Article.
- D. An eligible teacher will be given the choice of being recalled if they are qualified for an open position in accordance with this Article.
  - a. Posting the vacancy will occur if the Superintendent determines that the District's educational interest would be served and no laid-off teacher meets the certification and qualification requirement for the position.
  - b. The Superintendent or designee will provide written notice of the Board's recall decision to any recalled Teachers and will establish the time at which a teaching must accept recall to preserve the Teacher's employment rights.
- E. A laid-off Teacher who is recalled and does not accept recall by the time specified in the recall notice, or who does not report for work by the deadline specified in the recall notice after filing a written acceptance of recall with the Superintendent, will forfeit all rights to recall and continued employment, unless the Superintendent, in the Superintendent's sole discretion, has extended the time limit in writing.

## ARTICLE XII, SICK LEAVE/PERSONAL BUSINESS DAYS

- A. At the beginning of each school year, each teacher shall be credited with thirteen (13) days of sick leave and personal business days, designated as nine (9) sick leave and four (4) personal business. The first four (4) days will be designated as personal business days and the remainder will be designated as sick leave days. The unused portion shall accumulate from year to year, to a maximum of one hundred-twenty (120) sick days and a maximum of four (4) personal business days.
1. Sick leave may be used in the case of employee illness, well care, required quarantines, medical, dental, or vision appointments or in the event of illness, well care, require quarantining, medical, dental, or vision appointments for the employee's immediate family. Immediate family is to include child, spouse, parent, grandparent, sister, brother, or any of the preceding named individuals on an in-law or step basis. Supervisor may require the employee to provide a physician's note or return to work slip.
  2. Sick leave may be used for a death in the immediate family. The teacher may take a maximum for four (4) sick days per death at the time of death.
  3. Sick leave may be used for other deaths. The teacher may take one (1) sick days per death to attend the funeral of any personal friend or distant relative.
  4. Sick leave may be used for medical or nursing care. The teacher may take one (1) sick day to make arrangements for medical or nursing care for a member of their immediate family.
  5. Sick leave may be used for emergency leave. Teachers may use up to ten (10) sick days for emergency leave. This number may be increased at the discretion of the building principal. Emergency leave may be used for accidents or major illness in the teacher's immediate family.
  6. Personal Business days may be used by the teacher to conduct personal business that cannot otherwise be done after working hours and will be granted on a "first applied for" basis. Approval is subject to supervisor discretion. Requests for personal business days must be made with the appropriate supervisor as far in advance as possible and at least seventy-two (72) hours in advance. A personal business day shall not be granted for the day preceding or the day following holidays or vacations, and the first and last day of the school year, except in cases of emergency and approved by the superintendent.
- B. A teacher who is unable to teach because of personal illness or disability and has exhausted all sick leave available shall be granted a leave of absence without pay for the duration of such illness or disability, up to one (1) year, upon written request by the teacher. The Board reserves the right to request a second doctor's opinion at Board expense.
- C. Any teacher may contribute from their accumulated sick days up to two (2) days per year to a teacher who has exhausted all their accumulated sick days. The total number of days contributed shall not exceed the number of days needed to go to LTD. The bank will exist only for the individual employee's duration of illness/injury/event, including follow-up visits/rehab with documentation that may occur as a result of the specific illness/injury/event, and there shall be no accumulated sick day bank. The association officers shall determine the need and post a list for teachers to contribute sick days. The association will then forward the list to the administration for proper distribution of sick days and communicate with the member.
- D. A teacher diagnosed with a communicable disease as defined in Executive Order 13295 which can cause a health risk to themselves or others shall not be charged with sick leave for a period not to exceed ten days and shall suffer no diminution of compensation. This is provided the teacher incurs said disease within the incubation period of the occurrence by a student within



the realm of said teacher's responsibility.

### **ARTICLE XIII, LEAVES OF ABSENCE**

- A. The District fully complies with the Family and Medical Leave Act. Eligible employees will be allowed FMLA, including intermittent leave, consistent with the Act. The leave shall be concurrent with other leaves. The leave year shall be calculated on a rolling backward basis, except for military caregiving FMLA leave which will be calculated on a rolling forward basis as required by law.
- B. Leaves of absence without pay may be granted by the Board upon written request and application for the following:
  - 1. A teacher may be granted a leave of absence up to one year without pay for educational improvement. Applications will be made directly to the Superintendent.
  - 2. A parental leave of absence shall be granted for the purpose of childcare or child illness at the teacher's request for up to two (2) years. The leave may commence immediately upon written request. The initial leave period request shall indicate the expected date of the start of the leave and shall state the anticipated date of return. As nearly as possible, the return date of the leave should conform to the beginning or ending of a semester. Upon written request, the teacher's initial leave request shall be extended up to two years from the date of the commencement of the leave. A teacher requesting an extension must indicate the culmination date of said leave, and this date will coincide with the semester break. A member of the bargaining unit adopting a child shall receive parental leave under the same terms and conditions as provided herein.
  - 3. A leave of absence may be granted upon request for any teacher to campaign for and/or serve in a public office. The leave shall be for the duration of the campaign and for the duration of the office, if elected.
  - 4. A leave of absence may be granted to any teacher whose election to a state association position necessitated such a leave. The leave shall be granted for the duration of the term of office.
  - 5. A leave of absence may be granted for any other special consideration. The purpose and length of time shall be specified in the written request.
- C. Leaves of absence with pay not chargeable against the teacher's sick leave shall be granted for court appearances of a witness in any case connected with the teacher's employment or the school.
- D. Leaves of absence, with pay upon written request, may be granted for the following professional purposes:
  - 1. Visitation to view other instructional techniques or programs, conferences, workshops, seminars conducted by colleges and universities, or other recognized educational conferences, but excluding those related to labor relations.
  - 2. The teacher shall file with the administration a report on the activities of the conference or meeting with recommendations, if any, for use by the teacher and by the Board.
  - 3. Reasonable Expenses may be allowed for attending professional meetings and conferences, provided appropriate receipts for expenses are submitted.
  - 4. Requests for permission to attend professional activities shall be approved by the Superintendent or their designee. In case that the request is not approved, the Superintendent or their designee will submit to the applicant written reasons for the denial.

- E. The Association shall be granted seven (7) days to be distributed among its members for attending Association conferences.
- F. Any teacher called for jury duty during the school hours or who is subpoenaed to testify during school hours in any judicial or administrative matter, except when the teacher is a litigant against the school, or who shall be asked to testify in any Pewamo-Westphalia arbitration or Pewamo-Westphalia fact finding case shall be paid their full salary without loss of sick leave or business days for such time spent on jury or giving testimony. Any monies paid by the court for jury duty shall be turned over to the Employer.
- G. A professional courtesy, not to exceed one hour a day per teacher, may be exchanged between teachers, providing that no money changes hands, and providing that normal school routine is not disrupted by said courtesy, which includes such things as "covering" a class, extracurricular activities, duties, and coaching. The principal will be informed 24 hours in advance of the courtesy, and will be provided with the name of the teacher covering the aforementioned activities.
- H. If a teacher uses up their sick and FMLA leaves, that teacher will be granted an unpaid leave of absence for illness, disability or death in the immediate family, other deaths, medical or nursing care, an emergency leave, as covered by Article VIII of this contract, for up to one (1) year.

#### **ARTICLE XIV, PROTECTION OF TEACHERS**

- A. The Board will give reasonable support and assistance to teachers with respect to the maintenance of control and discipline in the classroom. The Administration will take steps to assist in the resolution of the teacher's responsibilities with such pupil(s), to the extent allowable by law.
- B. Any case of assault upon a teacher which had its inception in a school situation shall be promptly reported in writing to the Board or its designated representative.
- C. If any teacher is complained against or sued due to disciplinary actions taken by the teacher against a student, the Board will render reasonable assistance to the teacher in their defense, provided there is no gross negligence on the part of the teacher as defined by the courts.
- D. If a teacher is injured while in the line of duty, medical, surgical, or hospital care will be furnished by the Board in accordance with the provisions of the Workers' Compensation Law.
- E. Teachers are required to exercise care with respect to safety of pupils and property, but shall not be individually liable, except in the case of gross negligence of duty, for any damages or loss to person or property.
- F. No teacher is required to meet with a parent for a conference during any regularly scheduled class. An administrator must be present upon request of said teacher.

## ARTICLE XV, GRIEVANCE PROCEDURE

- A. A grievance shall be defined as an alleged violation of the express terms of this contract. It is expressly understood that the grievance procedure shall not apply to those areas in which the Tenure Act prescribes a procedure or authorizes a remedy (discharge and/or demotion), or to initial placement in the salary schedule.
- B. The term “days” as used herein shall mean working days in which school is in session.
- C. Written grievances as required herein shall contain the following:
  - 1. It shall be signed by the grievant or grievant;
  - 2. It shall be specific;
  - 3. It shall contain a synopsis of the facts giving rise to the alleged violation;
  - 4. It shall cite the section or subsection of this contract alleged to have been violated;
  - 5. It shall contain the date of the alleged violation;
  - 6. It shall specify the relief requested;
  - 7. It shall be submitted on the grievance form (Appendix E).

Any written grievance not substantially in accordance with the above requirements may be rejected as improper. Such a rejection shall not extend the limitations hereinafter set forth.

- D. Level One – Teachers believing themselves wronged by an alleged violation of the expressed provisions of this contract shall within five (5) days of its alleged occurrence orally discuss the grievance with their immediate supervisor in an attempt to resolve it.

If no resolution is obtained within three (3) days of the discussion, the teacher shall reduce the grievance to writing and proceed within five (5) days of said discussion to Level Two.

Level Two – A copy of the written grievance shall be filed with the Superintendent or their designated agent as specified in Level One with the endorsement thereon of the approval or disapproval of the Association. Within five (5) days of receipt of the grievance, the Superintendent or their designated agent shall arrange a meeting with the grievant and/or the designated Association representative at the option of the grievant to discuss the grievance. Within five (5) days of the discussion, the Superintendent or their designated agent shall render their decision in writing, transmitting a copy of the same to the grievant, the Association Secretary, the immediate supervisor, and place a copy of it in a permanent file in their office.

### Level Three – Mediation

If no decision is rendered within five (5) days of the discussion, or the decision is unsatisfactory to the grievant and the Association, the Association may request mediation by contacting MERC to retain a state mediator to hold a mediated grievance conference on the first business day convenient to the parties. If a resolution is reached at mediation, it shall be written as a concise statement outlining the nature of the grievance, the provision(s) of the contract in dispute, and the relief requested.

Level Four – Individual Employees shall not have the right to process a grievance at Level Four.

The following matters shall not be arbitrable:

The termination of services of or failure to re-employ any teacher. Any matter involving teacher evaluation, or any other prohibited subject of bargaining.

1. If the Association is not satisfied with the disposition of the grievance at Level Three Mediation, within ten (10) days after the Mediation conference, refer the matter for arbitration to the American Arbitration Association, in writing, and request the appointment of an arbitrator to hear the grievance. If the parties cannot agree upon an arbitrator, the American Arbitration Association in accordance with its rules shall select them.
  2. Party may either raise a new defense or ground at Level Four not previously raised or disclosed at other written levels. Each party shall submit to the other party not less than five (5) days prior to the hearing, pre-hearing statement listing witnesses, and alleging facts, grounds and defense, which will be proven at the hearing and hold a conference at that time in an attempt to settle the grievance.
  3. The decision of the arbitrator shall be final, conclusive and binding employees, the Board and the Association: subject to the right of the Board or the Association to judicial review. All arbitration proceedings are subject to the procedures and requirements contained in the Michigan Uniform Arbitration Act, MCL 621.1681 et seq.
  4. Powers of the arbitrator are subject to the following limitations:
    - a. They shall have no power to add to, subtract from, disregard, alter or modify any of the terms of this Agreement.
    - b. They shall have no power to establish salary scales or to change any salary schedule.
    - c. They shall have no power to interpret state or federal law.
    - d. They shall not hear any grievance previously barred from the scope of the grievance procedure.
  5. After a case on which the arbitrator is empowered to rule hereunder has been referred to their, it may not be withdrawn by either party except by mutual consent.
  6. If either party disputes the procedural arbitrability of any grievance under the terms of this Agreement, the arbitrator shall rule upon arbitrability prior to hearing the case on the merits. In the event that a case is appealed to the arbitrator on which they have no power to rule, it shall be referred back to the parties without decision or recommendation on its merits.
  7. More than one grievance may not be considered by the arbitrator at the same time except upon expressed written mutual consent and then only if they are of similar nature.
  8. The cost of the arbitrator shall be borne equally by the parties except each party shall assume its own cost for representation including any expense of witnesses.
- E. Should an employee fail to institute a grievance within the time limits specified, the grievance would not be processed. Should an employee fail to appeal a decision within the limits specified, or leave the employ of the Board, (except a claim involving a remedy directly benefiting the Grievant regardless of their employment), all further proceedings on a previously instituted grievance shall be barred. Time limits specified herein may be extended upon mutual consent.
- F. The Association shall have no right to initiate a grievance involving the right of an employee or group of employees without their express approval in writing.
- G. All preparation, filing, presentation or consideration of grievances shall be held at a time other than where an employee or a participating Association representative are to be at their assigned duty stations.
- H. Where no monetary loss has been caused by the action of the Board complained of, the Board shall be under no obligation to make monetary adjustments and the arbitrator shall have no power to order one.
- I. Arbitration awards or grievance settlements will not be made retroactive beyond the date of the occurrence or non-occurrence of the event upon which the grievance is based. In no event, however, shall the settlement be earlier than thirty (30) days prior to the date of which the grievance is filed.

## **ARTICLE XVI, ACADEMIC FREEDOM**

- A. The parties seek to educate young people in the democratic tradition, to foster recognition of individual freedom and social responsibility, to inspire meaningful awareness of and respect for the Constitution and the Bill of Rights, and to instill appreciation of the values of individual personality. It is recognized that these democratic values can best be transmitted in an atmosphere which is free from censorship and artificial restraints upon free inquiry and learning, and in which academic freedom for teacher and students is encouraged, except that:
  - 1. The teacher must be acting within accepted and/or adopted curriculum and courses of study, consistent with Board Policy.
  - 2. The teacher must receive pre-approval by submitting an outline and/or request to their building principal prior to classroom discussion or using materials or a resource speaker in any "controversial" areas. The teacher must have approval from the building principal prior to the discussion or use of such instructional materials or speaker.
  - 3. The teacher must exercise responsibility and prudence, and must realize that teaching in elementary or secondary school places special responsibility upon the teacher to carefully consider the maturity level of the student and the special circumstances that surround the teacher/learning relationship.
  - 4. If a controversial issue is presented, it shall be the responsibility of the teacher to have both sides presented, and to remain objective.
- B. To protect the Board, the Association agrees to indemnify and save harmless the Board against any claims, suits, damages, or costs, for actions involving this provision.

## **ARTICLE XVII, BUILDING & DISTRICT SCHOOL IMPROVEMENT COMMITTEES**

- A. The School Improvement Committees shall meet regularly to discuss and study curriculum development and revision, student discipline, special student problems, or any other issues related to the education of students. The first meeting will be called by the Association or administration at a mutually acceptable date, but prior to October 31 of the school year.
- B. The parties agree that the District and Building School Improvement Committee shall serve in an advisory capacity only.

## **ARTICLE XVIII, NEGOTIATION PROCEDURES**

- A. This agreement incorporates the entire understanding of the parties on all issues which were or could have been the subject of negotiation. During the term of this Agreement, neither party will be required to negotiate with respect to any such matter, whether or not within the knowledge or contemplation of either party, or both of the parties at the time they negotiated or signed this Agreement.
- B. Not earlier than March 1st, nor later than June 1st, of the calendar year in which this Agreement expires, the Association and the Board agree to begin negotiations of a successor Agreement.

## **ARTICLE XIX, MISCELLANEOUS PROVISIONS**

- A. Teachers are required to report unavailability for work before 7:00 AM on the teacher's work day, except in cases of emergency.
- B. Thirty dollars (\$30.00) shall be paid to teachers teaching a class for one class period during their conference hour, except when the teacher has an extra free period due to class not

meeting. Teaching an extra class will be on a voluntary basis. Should a teacher be required to attend an IEP/IST during lunch, they shall be compensated at a lunch duty rate.

- C. Teachers will be compensated at a rate of thirty dollars (\$30.00) per hour for work performed outside of regular contract hours, including but not limited to: Kindergarten Readiness screenings, Summer school instruction, and After-school tutoring. Additional duties eligible for compensation must be pre-approved by administration.

## **ARTICLE XX, COMPENSATION**

- A. Year three, 2027/2028, will be a financial re-opener only. Wages, lanes and longevity will remain the same until changes in financial wages are agreed upon and ratified by both parties.
- B. For the 2025/26 school year and 2026/27 school year the following off schedule parameters are in place:
  - If the fund balance is between 22-23% at the January Amended Budget Board Presentation a 1% off scheduled payment will be provided to certified staff at the next possible payroll.
  - If the fund balance is between 24-26% at the January Amended Budget Board Presentation a 2% off scheduled payment will be provided to certified staff at the next possible payroll.
  - If the fund balance is between 27-29% at the January Amended Budget Board Presentation a 3% off scheduled payment will be provided to certified staff at the next possible payroll.
  - If the fund balance is above 30% at the January Amended Budget Board Presentation a 4% off scheduled payment will be provided to certified staff at the next possible payroll.The general fund monies cannot be moved into improvement funds except at the June Board meeting. Reimbursable funds to the improvement fund are exempt from this.
- C. The board shall establish a fund of \$10,000.00 from which teachers may be reimbursed on a first come, first serve basis for tuition going towards graduate courses in the field of education. Teachers may request reimbursement for \$200.00 per credit with a maximum of \$1200.00 per teacher per school year. Courses must be pre-approved by the supervisor and earn a passing mark. Paperwork must be turned into the Central Office with supervisor's approval by January 31, October 31, or the last day of school.
- D. Teachers with outside experience may be credited with up to ten (10) in the salary schedule. This shall include any present teacher who is granted a Graduate Teaching Assistantship by a higher education institution to teach at the university level in completion of an advanced degree in their present teaching assignment. At the discretion of the Superintendent, a newly hired teacher with a current teaching certificate may be placed above step 10 if the potential employee has more teaching experience or related experiences to justify the exception. The Association President and the Chief Negotiator shall be informed each time that the District chooses to hire a teacher at a step above step 10.
- E. Teachers voluntarily going without a conference period will receive an additional 1/7 of that teacher's base salary.
- F. Teachers, when required to drive their own vehicle in execution of teaching duties or when requested to do so by their appropriate supervisor, shall be reimbursed 90% of the IRS rate per mile for miles driven from the shortest distance, whether from home or school. This does not include driving to or from home or school. The superintendent or their authorized agent shall approve such driving and reimbursement, and proper verification shall be submitted to the administrative office.

- G. Teachers shall be paid according to the current base bus driver's rate when driving a school bus for a school related activity. Coaches driving in their related sport will be paid driving time only.
- H. Teachers will be credited with one year of experience on the pay schedule for each year employed by the district. Teachers employed ½ time or more, but less than full time will earn one year of credit every other year.
- I. Teachers who are under contract less than full-time will be granted insurance benefits, sick days, and business days prorated as to the terms of their employment. Any exceptions will be made by mutual agreement between the teacher and the board.
- J. Teachers hired before September 1, 1999, who notify the district in writing by April 1<sup>st</sup> of the year of their retirement will be paid a terminal leave payment, representing a percentage of their salary during the teacher's last year of service to the district as follows: 5% for 10 years of service, 10% for 20 years of service, 15% for 25 years of service, and 20% for 30 years of service. Payment to the district specified special pay plan will be made by October 15<sup>th</sup> of the year of retirement.
- K. Teachers will be paid no later than 30 days following the end of the school year for any sick days accumulated above 120 at the rate of \$50.00/sick day. Each teacher who has worked for Pewamo Westphalia Community School for at least 10 years and who meets the eligibility requirements for retirement of the Michigan Public School Employee Retirement System shall receive compensation at the rate of \$50.00 for each accumulated unused sick day to a maximum of 120 days at the time of separation.
- L. The Board may reimburse teachers for any loss, damage, or destruction of clothing or personal property, excluding money, not covered by the teacher's personal insurance, while on assigned duty, the loss not being the fault of the teacher. The Board's responsibility shall not exceed two hundred fifty dollars (\$250) to any individual for any one (1) incident.
- M. Teachers shall not receive compensatory time.
- N. All teachers receiving a performance evaluation of effective will receive a one-time lump sum merit pay of \$150 less normal withholdings. Teachers who are exempt from receiving an evaluation due to Public Acts 224 and 225 of 2023, with three evaluations that are effective (or highly effective prior to July 1, 2024), still qualify for merit pay.

#### **ARTICLE XXI, SEVERABILITY**

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

#### **ARTICLE XXII, WAIVER**

The parties acknowledge that during the negotiations which resulted in this Agreement each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the District and the Association, for the life of this Agreement each voluntarily and unqualifiedly waives the right and each agrees that the other shall not be obligated to bargain

collectively with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

#### **ARTICLE XXIII NO STRIKE**

The Association and Board recognize that strikes and other forms of work stoppages by teachers are contrary to law and public policy. The Association and the Board subscribe to the principle that differences shall be resolved by peaceful and appropriate means without interruption of the school program. The Association, including its officers, shall not authorize, instigate, cause, aid, encourage, ratify or condone a slowdown or stoppage of work, in the school system during the life of this Agreement.

#### **ARTICLE XXIV, FRINGE BENEFITS**

- A. For an employee's medical benefit plan costs, the Board shall contribute an amount up to, but not more than the "hard cap" amount for coverage category, as determined annually by the Michigan Department of Treasury. If the state-mandated hard caps are eliminated, the Board shall contribute an amount that equals the premiums of the previous year's hard cap, plus 80% of the increased premium amount for the medical insurance benefit plan. Also, for ancillary insurance (Dental, Vision, and LTD), the Board shall contribute an amount of not more than 80% of the premium costs.
- B. The Board will make payment of insurance premiums for each teacher to assure coverage for the full twelve-month period commencing August 1 and ending July 31 for all teachers who complete their contractual obligations.
- C. All teachers not electing health care protection shall receive four hundred dollars (\$400) per month, provided they first submit documentation that they otherwise have health insurance meeting the affordability and coverage requirements of the Affordable Care Act.
- D. The Board shall pay the premium of a Long Term Disability benefit at sixty-six and two-thirds percent (66 2/3%) of salary. Benefits will commence ninety (90) calendar days after disability occurs and will continue as long as the teacher meets the criteria of the MESSA Insurance rider.
- E. The board will prefund \$1650 or \$3300, respective to their selected category, of the HSA deductible amount for the member who will then contribute toward the cost of their health care benefits the amount in excess of the above outlined amounts respectively. Deposits will occur in January. Except as otherwise arranged, employee contributions shall be withheld via payroll deduction in equal installments. Members electing not to have the deductible amount pre-funded must notify the business office in writing of their election by September 30, 2025 and each thereafter for the life of this contract.

If a member of the Association is no longer employed by the District after the deductible is funded for the year, the employee will be required to repay the District 1/12 of the funded deductible for each month of the calendar year the employee no longer works for the District. For example, if an employee is employed by the District until October then 2/12 of the funded deductible is due back to the District. Repayment will be through payroll deduction if sufficient funds are available. If sufficient funds are not available through payroll deduction repayment of any balance due will be by check issued to the District by the employee. If a member is retiring and has to repay the district back for prefunding the HSA, the member can choose to turn in 4 sick days for each 1/12 prefunded amount for the \$3300 prefund or 2 sick days for each 1/12 prefunded amount for the \$1650 prefund amount. If the member chooses this option they need to include this in their resignation/retirement letter.



F. Additional programs, if authorized by the Board, will be available at the teacher's expense through payroll deductions.

If an Emergency Financial Manager is appointed by the state under the Fiscal Accountability Act, the Emergency Manager may reject, modify, or terminate the collective bargaining agreement in their sole discretion. This authority is a prohibited subject of bargaining under the Public Employment Relations Act (PERA).

**ARTICLE XXV SALARY SCHEDULE  
2025/2026**

<b>Steps</b>	<b>BA</b>	<b>Masters</b>	<b>Masters + 30</b>
<b>1</b>	\$42,922	\$46,703	\$51,745
<b>2</b>	\$44,627	\$48,546	\$53,719
<b>3</b>	\$46,368	\$50,628	\$55,732
<b>4</b>	\$48,147	\$52,785	\$57,786
<b>5</b>	\$50,223	\$55,305	\$59,232
<b>6</b>	\$52,164	\$57,624	\$62,594
<b>7</b>	\$53,628	\$60,031	\$64,790
<b>8</b>	\$55,131	\$62,528	\$67,035
<b>9</b>	\$56,682	\$65,123	\$69,336
<b>10</b>	\$58,466	\$67,896	\$72,254
<b>11</b>	\$60,000	\$70,103	\$74,668
<b>12</b>	\$61,084	\$70,962	\$75,958
<b>13</b>	\$61,362	\$71,678	\$77,249
<b>14</b>	\$63,104	\$72,728	\$78,405
<b>15</b>	\$63,471	\$73,960	\$80,665
<b>16</b>	\$64,322	\$75,323	\$81,821
<b>17</b>	\$64,665	\$76,717	\$82,055
<b>18</b>	\$64,966	\$76,717	\$82,055
<b>19</b>	\$65,377	\$76,858	\$82,290
<b>20</b>	\$67,112	\$77,515	\$82,841

Longevity starting on step 21 for employees hired after Sept 1, 1999

Step 21: 1%, 22: 1.5%, 23: 2%, 24: 2.5% 25: 3% 26/27: 3.5% 28/29 : 4%, 30+: 5% paid in June of that school year.

Any request for a reclassification of a teacher's salary (ie: BA to MA, MA to MA + 30) must be submitted in writing to the Central Office by submitting a Request for Teacher Salary Classification form, along with copies of transcripts and other applicable documentation. The new salary classification will become effective at the beginning of the next school year or at the beginning of the next semester, whichever is sooner.

### 2026/27 Salary Schedule

Steps	BA	Masters	Masters + 30
1	\$43,780	\$47,637	\$52,779
2	\$45,520	\$49,517	\$54,794
3	\$47,296	\$51,640	\$56,846
4	\$49,110	\$53,841	\$58,942
5	\$51,227	\$56,412	\$60,417
6	\$53,207	\$58,776	\$63,846
7	\$54,700	\$61,232	\$66,086
8	\$56,234	\$63,779	\$68,376
9	\$57,816	\$66,425	\$70,722
10	\$59,636	\$69,254	\$73,699
11	\$61,200	\$71,505	\$76,161
12	\$62,305	\$72,382	\$77,478
13	\$62,589	\$73,112	\$78,794
14	\$64,366	\$74,183	\$79,973
15	\$64,740	\$75,439	\$82,278
16	\$65,609	\$76,829	\$83,458
17	\$65,958	\$78,252	\$83,696
18	\$66,265	\$78,252	\$83,696
19	\$66,684	\$78,395	\$83,935
20	\$68,454	\$79,065	\$84,498

Longevity starting on step 21 for employees hired after Sept 1, 1999

Step 21: 1%, 22: 1.5%, 23: 2%, 24: 2.5% 25: 3% 26/27: 3.5% 28/29 : 4%, 30+: 5% paid in June of that school year.

Any request for a reclassification of a teacher's salary (ie: BA to MA, MA to MA + 30) must be submitted in writing to the Central Office by submitting a Request for Teacher Salary Classification form, along with copies of transcripts and other applicable documentation. The new salary classification will become effective at the beginning of the next school year or at the beginning of the next semester, whichever is sooner.

## ARTICLE XXVI, EXTRA CURRICULAR SALARY SCHEDULE

	Percentage based on Bachelor's Step 1
MHS Band Director *	13%
- Pep Band (2 girls and 2 boys basketball games)	3%
- Marching Band (4 Marching Band Shows excl. Football)	3%
MHS Play/Musical Productions	7%
Stage Arts Concerts/Productions (3 evening events)	3%
Quiz Bowl	7%
Yearbook	5%
High School Student Council	6%
National Honor Society Advisor	5%
PWSTC Advisor	4%
Pirate Pride Production Advisor	4%
Robotics	4%
Sr Class Advisor	4%
Junior Class Advisor	3%
Sophomore Class Advisor	2%
Freshman Class Advisor	2%
MS Student Council	2%
Assistant Play Director	2%
	<b>Stipend per year</b>
MHS Department Chair	\$1,500
Elementary Student Council (2)	\$800
Elementary Music Director **	\$750
School Improvement Members Elementary (max of 8)	\$800
*** Robotics Assistant	\$600
Sex Education Advisor	\$600
Middle School Yearbook	\$400
Pirates on the Move (Overnight Trip) Advisor ****	\$200
	<b>Hourly</b>
Event Manager*****	\$33
S&A Coordinator*****	\$33

All positions on this schedule are non-tenure and may be dropped by the Board of Education due to financial conditions. The board may grant up to 4 years of credit on the extracurricular salary schedule for coaches or advisors

with 10 or more years of service at a lower level or at another school district in the same sport. \* Regular Season Home Football Games (weather permitting by Director discretion), \*\* Organizes and runs Holiday Concert and Grandparents Day, \*\*\* Up to 7 meetings/school year, \*\*\*\* Organization of field trip and rate is per night not including International Trips, \*\*\*\*\* Manager for Athletic / Community / Fine Arts Events in our Stadium / Gym / Auditorium / Cafeteria, \*\*\*\*\* Up to three hours per week

<b>Years of experience</b>	<b>1</b>	<b>2-3</b>	<b>4-7</b>	<b>8-10</b>	<b>11-12</b>	<b>13+</b>
<b>% of Base</b>	<b>11</b>	<b>12</b>	<b>13</b>	<b>14</b>	<b>16</b>	<b>18</b>
Varsity Football, Varsity Basketball (Boys and Girls), Varsity Volleyball, Varsity Baseball, Varsity Softball, Varsity Competitive Cheer, and Track						
<b>Years of experience</b>	<b>1</b>	<b>2-3</b>	<b>4-7</b>	<b>8-10</b>	<b>11-12</b>	<b>13+</b>
<b>% of Base</b>	<b>7</b>	<b>8</b>	<b>9</b>	<b>10</b>	<b>11</b>	<b>12</b>
Varsity Golf, Varsity Bowling, Varsity Cross Country, (3) Assistant Football Coaches, JV Basketball (boys and girls), JV Volleyball, JV Football, JV Baseball, JV Softball, JV Cheerleading						
<b>Years of experience</b>	<b>1</b>	<b>2-3</b>	<b>4-7</b>	<b>8-10</b>	<b>11-12</b>	<b>13+</b>
<b>% of Base</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>5.5</b>	<b>6</b>	<b>7</b>
* Freshman Boys Basketball, * Freshman Boys Football or Assistant Coach Football, * Freshman Girls Basketball, * Freshman Girls Volleyball, (4) Track Assistants, Varsity Basketball Assistant, Varsity Wrestling Assistant						
<b>Years of experience</b>	<b>1</b>	<b>2-3</b>	<b>4-7</b>	<b>8-10</b>	<b>11-12</b>	<b>13+</b>
<b>% of Base</b>	<b>2</b>	<b>3</b>	<b>3.5</b>	<b>4</b>	<b>4.5</b>	<b>5</b>
**(2) Middle School Boys Basketball, **(2) Middle School Girls Basketball, MS Cross Country, (2) Middle School Track, **(2) Middle School Volleyball, MS Cheer, Esports						

Percentage based on Bachelors Step 1. All positions on the schedule are non-tenure and may be dropped by the Board of Education due to financial conditions. The board may grant up to 4 years of credit on the extracurricular salary schedule for coaches or advisors with 10 or more years of service at a lower level or at another school district in the same sport. \* Provided there is a minimum of eight (8) players on the team yearly. \*\* Up to 15 on a roster per team-if more than 15 than an additional coach will be added.

## **ARTICLE XXVII, CALENDAR**

Calendar has two PD days to be counted as student instruction days if approved by the State of Michigan.

\*subject to change based on State Requirements/Test Days



## 2025-26 Staff Calendar

### August

Su	Mo	Tu	We	Th	Fr	Sa
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18			21	22	23
24	25	26	27	28		30
31						

Teachers = 4 + 3 PD Days  
Students = 4 Full + 0 Half + 1 PD

### September

Su	Mo	Tu	We	Th	Fr	Sa
		2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

Teachers = 21 Full  
Students = 21 Full + 0 Half

### October

Su	Mo	Tu	We	Th	Fr	Sa
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27					

Teachers = 22 Full + 1 Half  
Students = 21 Full + 2 Half

### November

Su	Mo	Tu	We	Th	Fr	Sa
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25				29
30						

Teachers = 17 Full  
Students = 17 Full + 0 Half

### December

Su	Mo	Tu	We	Th	Fr	Sa
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18		20
21						27
28						

Teachers = 14 Full + 1 Half  
Students = 12 Full + 3 Half

### January

Su	Mo	Tu	We	Th	Fr	Sa
						3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

Teachers = 19 Full + 1 PD Day  
Students = 19 Full + 0 Half + 1 PD

### February

Su	Mo	Tu	We	Th	Fr	Sa
1	2	3	4	5	6	7
8	9	10	11	12		14
15		17	18	19	20	21
22	23	24	25	26	27	28

Teachers = 18 Full  
Students = 18 Full + 0 Half

### March

Su	Mo	Tu	We	Th	Fr	Sa
1	2	3	4	5		7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26		28
29						

Teachers = 18 Full + 1 Half  
Students = 18 Full + 1 Half

### April

Su	Mo	Tu	We	Th	Fr	Sa
						4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

Teachers = 19 Full  
Students = 18 Full + 1 Half

### May

Su	Mo	Tu	We	Th	Fr	Sa
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24		26	27	28	29	30
31						

Teachers = 20 Full  
Students = 20 Full + 0 Half

### June

Su	Mo	Tu	We	Th	Fr	Sa
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

Teachers = 3 Full  
Students = 3 Half

Full day= 6.37 hrs x 170 = 1082.9 hrs  
Half day: 3.25 hours x 10 = 32.5  
Total Hours: 1,115.4 (min= 1,098 hrs)

1st Q.: 44 3rd Q.: 43  
2nd Q.: 47 4th Q.: 46  
1st Sem.: 91 2nd Sem.: 89

180 Student Days (170 full/ 10 half/2 PD)  
181 Full Teacher Days/3 Half Days

○ End of Quarter

Students Full Day of School  
 Students 1/2 Day & Teacher PD in afternoon  
 Students and Teachers 1/2 Day  
 Students 1/2 Day & Teacher Full Day  
 No School for Students and Staff  
 Teacher PD (5 days required)  
 Teacher PD Counted as a Student Day  
 Teacher and Student Full Day; Parent/Teacher Conferences Held (2 days each building)

Pending Board approval June 2025

Subject to Change



## 2026-27 Staff Calendar - Proposed May 27 2025

### August

Su	Mo	Tu	We	Th	Fr	Sa
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17			20	21	22
23	24	25	26	27		29
30	31					

Teachers =  
5 Full + 3 PD

Students =  
5 Full + 0 Half + 1 PD

### September

Su	Mo	Tu	We	Th	Fr	Sa
		1	2	3		5
6		8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

Teachers =  
20 Full

Students =  
20 Full + 0 Half

### October

Su	Mo	Tu	We	Th	Fr	Sa
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26					31

Teachers =  
21 Full + 1 Half

Students =  
20 Full + 2 Half

### November

Su	Mo	Tu	We	Th	Fr	Sa
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24				28
29	30					

Teachers =  
18 Full

Students =  
18 Full

### December

Su	Mo	Tu	We	Th	Fr	Sa
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17		19
20						26
27						

Teachers =  
13 Full + 1 Half

Students =  
11 Full + 3 Half

### January

Su	Mo	Tu	We	Th	Fr	Sa
						2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

Teachers =  
19 Full + 1 PD Day

Students =  
19 Full + 0 Half + 1 PD

### February

Su	Mo	Tu	We	Th	Fr	Sa
	1	2	3	4	5	6
7	8	9	10	11		13
14		16	17	18	19	20
21	22	23	24	25		27
28						

Teachers =  
17 Full + 1 Half

Students =  
17 Full and 1 Half

### March

Su	Mo	Tu	We	Th	Fr	Sa
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25		27
28						

Teachers =  
19 Full

Students =  
19 Full

### April

Su	Mo	Tu	We	Th	Fr	Sa
						3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	

Teachers =  
20 Full

Students =  
19 Full + 1 Half

### May

Su	Mo	Tu	We	Th	Fr	Sa
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

Teachers =  
20 Full

Students =  
20 Full + 0 Half

### June

Su	Mo	Tu	We	Th	Fr	Sa
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

Teachers =  
3 Full

Students =  
3 Half

Full day= 6.37 hrs x 170 = 1082.9 hrs  
Half day: 3.25 hours x 10 = 32.5  
Total Hours: 1,115.4 (min= 1,098 hrs)

1st Q.: 43 3rd Q.: 47  
2nd Q.: 47 4th Q.: 43  
1st Sem.: 90 2nd Sem.: 90

180 Student Days (168 full/ 10 half/2 PD)  
181 Full Teacher Days/3 Half Days

○ End of Quarter

Pending BOE Approval June 2025

- Students Full Day of School
- Students 1/2 Day & Teacher PD in afternoon
- Students and Teachers 1/2 Day
- Students 1/2 Day & Teacher Full Day
- No School for Students and Staff
- Teacher PD (5 days required)
- Teacher PD Counted as a Student Day
- Teacher and Student Full Day; Parent/Teacher Conferences Held (2 days each building)



## DURATION

ALL ARTICLES OF THIS AGREEMENT SHALL BE EFFECTIVE UPON RATIFICATION AND  
WILL EXPIRE JUNE 30, 2028.



President of School Board

6/23/2025  
Date



President of Association

6/28/25  
Date



Secretary of School Board

06/24/2025  
Date



Superintendent

4/23/25  
Date

## APPENDIX A

### INDIVIDUALIZED DEVELOPMENT PLAN (IDP)

		<b>Pewamo-Westphalia Community Schools Individualized Development Plan (IDP)</b>	
Teacher:		Building:	
Administrator:		School Year:	
Date of IDP:		Status: Probationary or Tenured	

  

<b>Goal 1</b>					
Goal #1 (Define):	This goal addresses the following domains (check all that apply) <table border="1" style="width: 100%; border-collapse: collapse; margin-top: 5px;"> <tr><td style="text-align: center; padding: 2px;">Planning and Preparation</td></tr> <tr><td style="text-align: center; padding: 2px;">Classroom Environment</td></tr> <tr><td style="text-align: center; padding: 2px;">Instruction</td></tr> <tr><td style="text-align: center; padding: 2px;">Professional Responsibilities</td></tr> </table>	Planning and Preparation	Classroom Environment	Instruction	Professional Responsibilities
Planning and Preparation					
Classroom Environment					
Instruction					
Professional Responsibilities					
Purpose of the Goal (Explain):					
Teacher Responsibilities (List the expectations, strategies, and activities that will assist toward achieving the goal - include timelines where applicable):					
Administrator Responsibilities (List the type(s) of support and activities that can be expected from the administrator to support your work toward achieving the goal):					

  

<b>Goal 2</b>					
Goal #2 (Define):	This goal addresses the following domains (check all that apply) <table border="1" style="width: 100%; border-collapse: collapse; margin-top: 5px;"> <tr><td style="text-align: center; padding: 2px;">Planning and Preparation</td></tr> <tr><td style="text-align: center; padding: 2px;">Classroom Environment</td></tr> <tr><td style="text-align: center; padding: 2px;">Instruction</td></tr> <tr><td style="text-align: center; padding: 2px;">Professional Responsibilities</td></tr> </table>	Planning and Preparation	Classroom Environment	Instruction	Professional Responsibilities
Planning and Preparation					
Classroom Environment					
Instruction					
Professional Responsibilities					
Purpose of the Goal (Explain):					
Teacher Responsibilities (List the expectations, strategies, and activities that will assist toward achieving the goal - include timelines where applicable):					
Administrator Responsibilities (List the type(s) of support and activities that can be expected from the administrator to support your work toward achieving the goal):					

  

<b>Goal 3</b>					
Goal #3 (Define):	This goal addresses the following domains (check all that apply) <table border="1" style="width: 100%; border-collapse: collapse; margin-top: 5px;"> <tr><td style="text-align: center; padding: 2px;">Planning and Preparation</td></tr> <tr><td style="text-align: center; padding: 2px;">Classroom Environment</td></tr> <tr><td style="text-align: center; padding: 2px;">Instruction</td></tr> <tr><td style="text-align: center; padding: 2px;">Professional Responsibilities</td></tr> </table>	Planning and Preparation	Classroom Environment	Instruction	Professional Responsibilities
Planning and Preparation					
Classroom Environment					
Instruction					
Professional Responsibilities					

		Planning and Preparation	
		Classroom Environment	
		Instruction	
		Professional Responsibilities	
Purpose of the Goal (Explain):			
Teacher Responsibilities (List the expectations, strategies, and activities that will assist toward achieving the goal - include timelines where applicable):			
Administrator Responsibilities (List the type(s) of support and activities that can be expected from the administrator to support your work toward achieving the goal):			
Mutually developed by:			
Teacher:		Date:	
Administrator:		Date:	
End of Year Progress Update:			
FALSE	All IDP Goals Have Been Met		
FALSE	All IDP Goals Have Not Been Met		
Notes:			
Teacher:		Date:	
Administrator:		Date:	
cc:	Personnel file		
	Teacher		
	Administrator		