

MASTER AGREEMENT

BETWEEN

**WEBBERVILLE
BOARD OF EDUCATION**

AND

**WEBBERVILLE
EDUCATION ASSOCIATION**

JULY 1, 2023 - JUNE 30, 2024

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ARTICLE 1

Recognition

- A. The Webberville Board of Education (the BOARD), hereby recognizes the Webberville Education Association (the ASSOCIATION) as the exclusive bargaining representative, as defined in Section II of the Public Employment Relations Act. 423.201 et seq. (PERA), for all classroom teachers, and librarians.
- B. The BOARD agrees not to negotiate with any teachers' organization other than the ASSOCIATION for the duration of this Agreement.

ARTICLE 2

Teacher Rights

- A. Pursuant to PERA, the BOARD agrees that every teacher and librarian employee of the BOARD shall have the right to organize, join, and support the ASSOCIATION for the purpose of engaging in collective bargaining, negotiations, or other lawful activities for mutual aid and protection.
- B. Nothing contained herein shall be construed to deny any teacher of or to restrict any teacher from rights he/she may have under the Michigan General School Laws or other applicable laws and regulations.
- C. Both the BOARD and the ASSOCIATION recognize the right of the other to invoke the assistance of the State Mediation Board.
- D. The ASSOCIATION and its members shall have the right to use school building facilities for meeting according to a schedule arranged with the Superintendent. No teacher shall be prevented from wearing insignia or identification of membership in the ASSOCIATION, within the confines of normal dress, either on or off school premises.
- E. In response to reasonable requests, the BOARD agrees to furnish to the ASSOCIATION all available information concerning the financial resources of the District, including but not limited to: annual financial reports and audits; register of certificated personnel; tentative budgetary requirements and allocations; agendas; minutes, and treasurers' reports of all BOARD meetings; membership data; names and addresses of all teachers, salaries paid thereto, degrees held, plus credits beyond, if possible, and such other information as will assist the ASSOCIATION in developing informed and constructive programs on behalf of the teachers and their students. However, in the event the estimated cost for furnishing the information exceeds fifty dollars (\$50), the BOARD reserves the right to charge the ASSOCIATION for the cost. The cost and timelines shall be calculated in accordance with the Michigan Freedom of Information Act and the Public Employment Relations Act.
- F. The BOARD shall notify the ASSOCIATION President on any major modification of fiscal, budgetary, or tax programs; construction programs; proposals for additional operational or building millage; or major revisions of educational policy which are proposed or under consideration, and the ASSOCIATION shall be given the opportunity to advise the BOARD with respect to said matters prior to their adoption and/or general publication.
- G. Membership in the ASSOCIATION shall not grant immunity to any teacher concerning teacher obligations.

- H. At each regular BOARD meeting, the BOARD shall place on the agenda, as an item of new business, any matters brought for its consideration by the ASSOCIATION President, so long as those matters are made known to the Superintendent's office seven (7) calendar days prior to said regular meeting, except in an emergency.
- I. The provisions of the Agreement and the wages, hours, terms and conditions of employment shall be applied to all employees without regard to race, creed, religion, color, national origin, sex, marital or parental status, height, weight, disability, membership in or association with the activities of any employee organization, except as may otherwise be specified in this Agreement. Discrimination complaints within the jurisdiction of a state or federal agency arising out of this provision shall not be subject to the arbitration step of the grievance procedure, unless the relief/remedy requested through the grievance procedure cannot be granted within the jurisdiction of the state or federal agency.

ARTICLE 3

Rights of the Board

- A. The ASSOCIATION recognizes that the BOARD has the responsibility and authority to manage and direct all of the operations and activities of the District to the full extent authorized by law and that, except as otherwise modified by a specific term of this Agreement, the BOARD retains all such rights. These rights, except as so modified herein, include the rights to:
 - 1. Carry out the executive management and administrative control of the District, its properties and facilities, and the activities of its employees during their working hours.
 - 2. Hire all teachers and, subject to the provisions of the law, determine their qualifications and conditions for their continued employment or their dismissal or demotion or the promotion or transfer of all such employees.
 - 3. Establish levels and courses of instruction, including special programs, and provide for the athletic, recreational, and social events for students, all as deemed necessary and advisable by the BOARD, Teachers' recommendations are to be valued by the BOARD.
 - 4. Select, approve, and purchase the textbooks to be used by the students. Monitor the use of other teaching materials, the means and methods of instruction, and the use of teaching aids of all types. Teachers' recommendations are to be valued by the BOARD.
- B. Except as otherwise provided herein, all rules, regulations, policies, procedures, and practices of the BOARD shall remain in full force and effect. They may be changed and updated from time to time, but in no way shall they conflict with any of the provisions set forth in this Agreement.
- C. The BOARD has the right to determine class schedule, hours of instruction and the duties, responsibilities, and assignments of employees with respect thereto. The exercise of the powers, duties, and responsibilities by the BOARD; the adoption of policies, rules, and regulations in furtherance thereof; and the use of judgement and discretion in connection therewith shall be limited only by the specific and express terms of this Agreement.

ARTICLE 4

Payroll Deductions

- A. The BOARD shall make payroll deduction upon written authorization for insurance, annuities, savings bonds, Capital Area School Employees Credit Union, and any other financial institution authorized for direct deposit.

ARTICLE 5

Teaching Hours

- A. The Board and the ASSOCIATION support the concept of cooperatively solving problems while meeting the needs of the parties who may be affected by the solution. Therefore, the Administration will seek input from members appointed by the ASSOCIATION by June 1st and before finalizing the daily schedule for teachers.
- B. To provide the necessary support and direction for the success of the committee in achieving its purpose the BOARD and the ASSOCIATION agree to the following:
1. State requirements for minimum days and hours of student instruction as provided in the Revised School Code, must be met.
 2. By May 1, the Superintendent will establish parameters (such as staffing, facilities, etc.).
 3. Efforts will be made to maintain a comparable workday and instructional day between the elementary and secondary buildings.
 4. The union may request a tentative daily schedule(s) from principals by the end of the school year. (moved from a different location in the contract)
 5. By mutual agreement between the ASSOCIATION and the BOARD, the Article may be re-opened during the life of this agreement. (moved from a different location in the contract)
 6. All contractually agreed to conditions shall be incorporated into any agreed upon daily schedule, including the following:
 - a. The BOARD and ASSOCIATION recognize teachers work well beyond the minimum classroom hours. With appreciation for the responsibility and work of teachers, the BOARD wishes to establish business hours of teachers. Therefore, the business day for teachers begins fifteen (15) minutes before and ends (15) minutes after the student day unless there are staff meetings or professional development sessions as prescribed in this Agreement. Teachers may have the option of leaving at the end of the school day on the last day of the week.
 - b. Courses can be scheduled before or after school hours with teacher agreement and a minimum number of students are required.
 - c. No more than twenty-seven and one-half (27.5) hours of student instruction per teacher, per week. Half days will be 3.25 hours of instruction.
 - d. A minimum of thirty (30) minutes duty free lunch per day.

- e. The average teacher daily planning/conference time will be comparable among the three (3) school levels (high school, middle school, elementary school). Comparable is defined as not greater than fifteen (15) minutes difference among the three (3) school levels. Likewise, regardless of the schedule. No school level will have less than fifty-two (52) minutes of planning time.
 - f. The hourly rate of pay shall be based on a six and one-half (6.5) hour work day.
 - g. The calendar(s) provided for in Appendix C shall govern the teachers' contract year, including breaks and holidays.
- 7. The committee will be provided with any additional information needed, such as budget, revenues, expenditures, etc.
 - 8. The daily schedule(s) will be presented to the Superintendent by the principals for approval at the June BOARD meeting. If a consensus decision has not been reached by the June BOARD meeting, the current schedule(s) shall remain in place provided the District continues to receive its full State Aid. However, if the District would suffer a loss of full State Aid as a result of continuing the current schedule, then the BOARD would determine the daily schedule.
 - 9. By mutual agreement between the ASSOCIATION and the BOARD, the Article may be re-opened during the life of this agreement.

ARTICLE 6

Class Size

- A. The parties recognize that optimum school facilities for both the student and teacher are desirable to ensure the high quality of education that is the goal of both the ASSOCIATION and the BOARD. It is also acknowledged that the primary duty and responsibility of the teacher is to teach and that the organization of the school and the school day should be directed toward ensuring that the energy of the teacher is primarily utilized to this end. Because the student-teacher ratio is an important aspect of an effective educational program, the parties agree that class size should be developmentally appropriate whenever financially possible. To achieve these goals the ASSOCIATION and the BOARD agree to the following:
 - 1. Overages for a period of more than three (3) weeks will be compensated according to the Agreement.
 - 2. Grades K-5th
 - a. Kindergarten sections will have an optimum number of twenty-two (22) students per section and a maximum number of twenty-eight (28) students per section. If the student count is between twenty-three (23) and twenty-seven (27) students per section, a paraprofessional will be assigned to that section half-time. At twenty-eight (28) students per section, a paraprofessional will be assigned to that section full-time. If the kindergarten enrollment exceeds an average of twenty-eight (28) students per section, the teacher, principal, superintendent and BOARD representative will meet to determine the board course of action.

- b. First (1st) through fifth (5th) grade classes will have an optimum number of twenty-five (25) students per class and a maximum number of thirty (30) students per class. If the agreed to optimums cannot be met in grades one (1) through five (5), the following provisions shall apply:
 - i. To the extent possible, administration will attempt to keep classes evenly distributed.
 - ii. When financially feasible, and as determined by the classroom teacher and building principal, a Paraprofessional will be assigned to a classroom that is above the optimum size.
 - iii. It is understood that a Paraprofessional's primary function is classroom contact. Paraprofessional may be used in other capacities as determined by the teacher(s) and the building principal.
- c. Every attempt will be made to avoid a combination classroom. In the event a combination class is necessary there will be an optimum number of twenty-three (23) students per class and a maximum number of twenty-eight (28) students per class. If the agreed to optimums cannot be met in a combination classroom, the following provisions shall apply:
 - i. Every attempt will be made to assign a paraprofessional to the combination classroom. If hiring a paraprofessional is not economically feasible, the District will pursue other options to provide the needed support to the combination classroom teacher.
 - ii. The paraprofessional's time will be determined by the combination teacher and the building principal.
 - iii. It is understood that a Paraprofessional's primary function is classroom contact. Paraprofessionals may be used in other capacities as determined by the teacher(s) and the building principal.
- d. If there is a decision to have a classroom paraprofessional, the Administration will make every reasonable effort to have the Paraprofessional assigned no later than one (1) week from the enrollment count days referred to in Section A.
- e. Once a Paraprofessional has been assigned to a grade level, such Paraprofessional will not be withdrawn for the balance of the trimester/semester.
- f. In the event that the agreed to maximums in grades one (1) through five (5) cannot be met, extra compensation will be provided as follows:
 - i. Those teachers having over thirty (30) students shall be compensated at the rate of \$37 per student per trimester for each student in excess of thirty (30) students.
 - ii. Those teachers having over thirty-three (33) students shall be compensated at the rate of \$110 per student per trimester for each student in excess of thirty-

three (33) students.

- iii. Special subject teachers shall receive \$33 per students per semester for each student in excess of thirty-five (35) students.
- iv. These provisions for extra compensation will be based on the figures obtained from the enrollment count referred to in Section A.

3. Grades 6th-12th

- a. At the secondary level, the normal class size shall not exceed thirty (30) students, except that:
 - i. Music classes will not be affected by this number.
 - ii. Physical education classes shall be limited to thirty-five (35) students per class period per teacher. If the class size exceeds thirty-five (35) students, the principal and physical education teacher will meet to determine a course of action.
 - b. With the exception of music and physical education, extra compensation will be provided when a teacher may be required to provide instruction for more than thirty (30) students per class at the rate of \$33 per student per semester for each student in excess of thirty (30) students.
4. In the assignment of student to a class, the Administration shall take into consideration children that have been identified as special needs, through the SST, READ, IEP or any other process when considering class size.
5. By mutual agreement between the ASSOCIATION and the BOARD, this Article may be re-opened during the life of this Agreement.

ARTICLE 7

Professional Development

- A. Professional development shall be defined as:
1. Visitation to view other instructional techniques for programs.
 2. Conferences, workshops, on-line/virtual learning classes, or seminars conducted by colleges, universities, the MEA or NEA and/or affiliate departments, or other meetings of mutually agreed value.
- B. Professional development must support the goals established by the teacher's Individual Development Plan, Teacher Leaders, Department Chairs, School Improvement Plan, and/or the District's improvement plan. Professional development may also be used for instructional improvement or content expertise improvement for individual teachers. District-supported professional development must be approved in advance by administration.
- C. Reimbursement for expense of mileage, meals, housing, registration, and materials for approved conferences, workshops, and seminars shall be aligned with the financial resources available each year for professional development. Professional development resources will be used equitably between the

elementary and secondary levels. Conferences required by the administration will be funded by the District. A teacher will be apprised in advance if any cost associated with the professional improvement is to be paid by the teacher.

- D. District-wide professional development – Thirty (30) professional development hours shall be conducted on the days and hours designated for that purpose on the school calendar. If the state-mandated number of professional development hours should change, then the parties agree to meet and bargain a modification to the Agreement to comply with the required number of hours.
- E. Professional Business Days:
 - 1. A teacher may use two (2) days per year as professional business days. Professional business days may be used for any educational purpose, upon mutual agreement.
 - 2. A teacher planning to use a professional business day shall make a request of his/her principal at least one (1) week in advance of his/her absence.
 - 3. A teacher may be requested to file a written report within one week of his/her attendance at such visitation, conferences, workshops, or seminars. If a written report is requested, it shall be shared with the BOARD.
 - 4. A teacher will be apprised in advance if any cost associated with the professional business day is to be paid by the teacher.
 - 5. Professional development hours will not be counted as an absence.

ARTICLE 8

Webberville Education Association Leave

- A. At the beginning of every school year, the ASSOCIATION shall be credited with seven (7) days to be used by teachers who are officers or agents of the ASSOCIATION, such use to be at the discretion of the ASSOCIATION. These days may be used at a minimum rate of one-half (1/2) day at a time. The ASSOCIATION agrees to notify the Administration no less than forty-eight (48) hours prior to the date for intended use of said leave. Upon written request by the ASSOCIATION, the Superintendent may grant additional leave at his/her discretion.

ARTICLE 9

Sick Leave and Associated Leaves, Workers' Compensation

- A. For purposes of this Article, immediate family will be defined as spouse, parent or step-parent, parent-in-law, brother, sister, children, or step-children, ward, grandchildren, grandparents or other household dependent. Upon approval of the Superintendent, sick days may be used for others when the closeness of the relationship justifies it.
- B. On an annual basis, fifteen (15) sick leave days will be available for teachers with accumulation unlimited. For teachers employed after July 1, 1997, accumulation is limited to one (1) teacher work year, based on contractual obligations for a given year.
 - 1. Personal Illness or disability – A teacher may use sick leave to recover from his/her own illness or disability. Pregnancy related disability shall be treated, on written confirmation by the physician, as any other physical disability for which sick leave may be used.
 - 2. Illness in the Immediate Family – A teacher may use sick leave for illness of immediate family members.

3. After five (5) days of consecutive sick leave, or if there is reasonable suspicion of sick leave abuse, the BOARD, may require a doctor's statement of verification. If a fee is charged that is not covered by insurance, one-half (1/2) will be paid by the teacher and one-half (1/2) by the BOARD.
4. The substitute system will be notified before 6:30AM on the day of a teacher taking a sick leave day.

C. Sick Leave Payout Upon Retirement – Upon termination of service from Webberville Schools, teachers retiring from the teaching profession will receive 50% of their unused sick days up to 50 days (Example: If a teacher had accumulated sick days at time of retirement equaling 300, the teacher would be paid for 50% of 50 days. In other words, the teacher would be paid for 25 days.) The pay will be computed on the teacher's current hourly pay at the time of retirement. By mutual agreement between the retiree and the BOARD payment may be made in one lump sum. Retirement means:

1. Attaining the age sixty (60) and having ten (10) or more years of service credit.
2. Attaining age fifty-five (55) and having thirty (30) or more years of service credit.
3. Attaining age fifty-five (55) while still working and having accumulated fifteen (15) or more years of service, but less than thirty (30), of which the last five (5) consecutive years are immediately preceding the teacher's retirement allowance effective date (however, the allowance under three (3) is permanently reduced one-half of one percent (1/2 of 1%) for each month from the date of retirement to the date the teacher would attain age sixty (60) and shall thereafter continue at the reduced rate.
4. Any other combination of age and service that would make the retiring (under the retirement system) teacher eligible for retirement under the Michigan Public School Employees Retirement System.

Upon death of a retired teacher, receiving benefits under this provision, the balance of any amount owed will be paid to the teacher's designated beneficiary or in the absence of same, the estate of the teacher.

- D. Four (4) of the sick leave days will be available for personal business on an annual basis.
1. A teacher choosing to use this time will notify his/her building principal at least three (3) days ahead of the days to be taken off, except in an emergency.
 2. A personal business leave day will not be granted for the day preceding or the day following holidays or vacations and the first and last days of the school year, unless approved by the administration. No more than two (2) teachers per building may be granted such leave for any one of the above defined days.
 3. Personal business days shall not be schedule during parent-teacher conferences. If an exception is sought, then an explanation must be provided and the Administration may grant approval.
- E. On an annual basis a teacher may use up to five (5) sick days, per occurrence, for bereavement in the event of the death of an immediate family member. The Superintendent may grant additional time in the event there are extenuating circumstance.
- F. Bereavement Other Than Immediate Family – A teacher may use up to one (1) sick day, per occurrence, for the attendance at the funeral of a person outside the immediate family. Additional time may be granted by the Superintendent for extenuating circumstances such as long-distance travel, etc. Days for bereavement will not be counted as an absence on a teacher's evaluation.

- G. Use of Sick Leave and Personal Business Days – Sick and personal days will be used at a minimum rate of one-half (1/2) day; any deviation from this will be at the discretion of the building principal.
- H. Workers' Compensation – As soon as possible, a teacher who is absent because of an injury or disease compensable under the Michigan Workers' Disability Compensation Act shall make a written election of one of the following options at the time he/she becomes eligible for Workers' Compensation wage benefits, such election can be changed during the period of disability by providing appropriate notification to the District.
1. The teacher may elect to receive the difference between his/her regular salary and the amount received as Workers' Compensation wage benefits. Such difference in salary shall be computed on a percentage basis, and this same percentage shall be deducted from the teacher's sick leave accumulation. [Example: If Workers' Compensation pays 60% of full pay, sick leave will pay only 40% and the sick leave accumulation shall be charged .4 of a day for each day so used.] Under this alternative, the teacher's District-paid contractual fringe benefits shall be maintained so long as accumulated sick leave is being proportionately drawn.
 2. The teacher may elect to receive Workers' Compensation benefits only and shall be granted an unpaid Miscellaneous Leave of Absence under Article 10, Section D, of this Agreement. The application deadlines of Article 10, Section D, shall be waived and any requested extension of the leave shall be granted. District-paid fringe benefits shall not be in force during unpaid leave.
 3. The teacher may utilize his/her accumulated sick leave for each day absent provided that he/she reimburses the BOARD for the amount of Workers' Compensation wage benefits received for the corresponding pay period. If a teacher elects to utilize sick leave benefits as described in this subparagraph, he/she shall continue to be eligible for District-paid fringe benefits while accumulated sick leave is being drawn.

The District will take the necessary appropriate action to report such disability so that retirement service credit may be obtained.

ARTICLE 10

Leaves of Absence

- A. Educational Sabbatical Leave – Teachers who have been employed for seven (7) years may be granted an educational sabbatical leave for one (1) year. During said sabbatical leave, the teacher shall be considered to be in the employ of the BOARD and shall be paid the difference between his/her salary and the hiring of a teacher to replace him/her.
1. A teacher, upon return from a sabbatical leave, shall be restored to a position for which the teacher is certified and qualified and shall advance on the salary schedule as he/she would have been had he/she taught in the District during such period.
 2. A teacher taking a sabbatical leave shall agree to remain in the employ of the school District for a period of two (2) school years commencing with the return year. Should a teacher desire not to continue with the District after a sabbatical, he/she may do so by returning the salary differential he/she was paid during his/her leave. The salary differential must be paid back previous to the beginning of the new school year.
- B. Child Care Leave – Immediately following pregnancy, disability, sick leave, or adoption, an unpaid child care leave shall be granted for a period of no more than twelve (12) months. At the time of application for such leave, the teacher shall, in writing, notify the district of the beginning and ending dates of such leave. It is expected that the teacher will notify the BOARD, in writing, of his/her intent to return to the Webberville Community Schools sixty (60) Calendar days prior to the completion of the leave.

1. Such leave shall be with insurance as stipulated in Article 20 of this Agreement.
2. The District may grant an extension of such leave under the same conditions as above for a second period of no more than twelve (12) months.
3. The teacher shall return to a position for which he/she is certified and qualified. The teacher shall not advance on the salary schedule during the time spent on child care leave.
4. Days for child care will not be counted as an absence on a teacher's evaluation.

C. General Leave of Absence – After ten (10) years of teaching, seven (7) of which must be in the Webberville Community Schools, a general leave of absence of up to one (1) year shall be granted to a teacher upon application under the following conditions.

1. Such leave shall be with insurance as stipulated in Article 20 of this Agreement. No other benefits, including salary, will be provided for the duration of the general leave of absence.
2. Such leave shall correspond with the beginning and ending of the next school year.
3. Application for a general leave of absence must be submitted prior to April 1.
4. The teacher shall notify the BOARD, in writing, of his/her intention to return to the Webberville Community Schools by April 1.
5. The teacher shall return to a position for which he/she is certified and qualified. The teacher shall not advance on the salary schedule during the time spent on leave.
6. No more than one (1) teacher K-5 and one (1) teacher 6-12 may be on a general leave of absence at any one time. If there are more applicants than leaves available, the teacher(s) with the most seniority shall be granted the leave(s).
7. At the BOARD'S sole discretion, additional general leaves of absence may be granted.
8. Once a teacher has completed a general leave of absence he/she will once again become eligible for another general leave of absence by meeting the qualifications as contained above, including an additional ten (10) years of service.

D. Miscellaneous Leave of Absence – A miscellaneous leave of absence of up to one (1) year may be granted to a teacher upon application under the following conditions:

1. Such leave shall be without salary or fringe benefits; however, for such leave of short duration, not to exceed thirty (30) days, the fringe benefits shall continue to be paid by the BOARD.
2. Application for a miscellaneous leave must be submitted no less than thirty (30) calendar days prior to the requested effective date of the leave. Such application must state the requested beginning and ending dates for the leave. In a case of extenuating -circumstances, the Superintendent may waive the thirty (30) day requirement.
3. The teacher will notify the BOARD, in writing, of intent to return to the Webberville Community Schools by April 1 or sixty (60) calendar days prior to the completion of the leave (but in no case less than thirty (30) calendar days).
4. The teacher shall return to a position for which he/she is certified and qualified. The teacher shall not advance on the salary schedule during the time spent on leave except as follows:
 - a. If the leave is for less than 25% of teacher calendar workdays, no salary schedule credit shall be lost for the period of the leave.

- b. If the leave is for 25% or more of teacher calendar workdays, but less than 75% of teacher calendar workdays, one-half (1/2) year's salary schedule credit shall be granted to the teacher.
 - c. If the leave is for 75% or more teacher calendar workdays or more, no salary schedule credit shall be granted to the teacher.
- 5 The District may grant an extension of such leave, under the same conditions as set forth herein, for a period of up to one (1) year.
- E. Jury Duty – No loss of pay shall occur as the result of jury duty. Any mileage fees or meal allowances paid by the court to the teacher belong to the teacher as reimbursement for expenses with no effect on regular salary. A teacher called for jury duty will submit proof of service to the Superintendent and written documentation as to the amount of jury duty pay received. The teacher may be required to reimburse the BOARD the amount of jury duty pay received. Jury Duty will not be counted as an absence.
- F. Family and Medical Leave – Child includes any individual under 18 for whom the employee serves in loco parentis; a child over 18 who is incapable of self-care because of physical or mental disability; or a biological, adopted, or foster child.

The maximum accumulated leave time granted pursuant to this section shall be limited to twelve (12) full work weeks (60 working days) during the school District's normal fiscal year (July 1 - June 30).

- 1. Upon request, the employer shall grant a leave of absence to any bargaining unit employee, pursuant to the Family and Medical Leave Act (FMLA) for the following reasons:
 - a. The serious health condition of the employee; or
 - b. The serious health condition of the employee's immediate family member as outlined in the law; or
 - c. The birth of a child; or
 - d. The placement of a child for adoption or foster care.
- 2. Upon return from the leave, the employee shall be returned to the position held immediately before the leave began. If the position no longer exists, the employee shall return to a position equivalent to pay, benefits, hours and other terms and conditions of employment.
- 3. The employer shall have the option of first requiring the use of accumulated paid sick leave, vacation, and/or personal leave during the leave. The remainder of any leave time will be unpaid. However, the employee has the option of retaining up to five (5) sick days for use during the remainder of the leave year.
- 4. Insurance benefits will be continued during the leave under the same conditions and at the same level as if the employee were still at work.
- 5. Seniority shall continue to accrue during the leave.
- 6. The employee shall have the right to take the leave on a reduced or intermittent schedule as outlined in the law.
- 7. The employee shall provide the employer at least thirty (30) calendar days written notice of the request for the leave when the need is foreseeable. It will include the reason for the request, the expected beginning date, and the expected ending date.

8. Leaves taken under Article 9 shall be charged against FMLA limits beginning with the 31st day of paid sick leave. The FMLA leave shall then run concurrently with the paid sick leave until the FMLA leave limit is exhausted or the teacher returns to work. If the teacher does not have sufficient paid sick leave to reach thirty (30) days of paid leave, the FMLA leave shall begin at the point the teacher no longer has any paid sick leave and it shall run until the FMLA limit is exhausted or the teacher returns to work. Leaves requested pursuant to Section A through E above shall not be charged against the FMLA limits.
9. Days for FMLA will not be counted as an absence.

ARTICLE 11

Teacher Evaluation

- A. The parties recognize the importance and value of developing a procedure for assisting and evaluating the progress and success for both newly employed and experienced personnel. The performance of all teachers, including guidance counselors, social workers, speech pathologists and librarians, shall be evaluated in writing. All evaluations will be conducted in accordance with the Teacher Tenure Act.
- B. Teachers will be notified each year which administrator will be their evaluator. It is understood that there may be circumstances where the evaluator may ask another district administrator to be present in an observation. It is further understood that the evaluator will have sole responsibility for writing the evaluation.
- C. At the end of the current school year, all teacher evaluations shall be shared with teacher and President of the Association in its entirety, including cover page and data entered.
 1. Evaluation of probationary and tenure teachers
 - a. Probationary Teachers: Probationary teachers shall be evaluated a minimum of two (2) times during the school year. Each probationary teacher shall be provided with an individualized development plan. Evaluations of probationary teachers shall reflect the goals of the IDP.
 - b. Tenured Teachers: Tenured teachers shall be evaluated at least once a year or in accordance with the Teacher Tenure Act.
 2. A mid-year progress report or first evaluation must be provided to all first year probationary teachers and any other teacher who received a rating of “minimally effective” or “ineffective” on his or her most recent year-end reevaluation. It is best practice is for this to occur before the winter holiday break.

ARTICLE 12

Mentor Teacher

- A. Definition and Purpose – 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.
- B. Each bargaining unit employee in his/her first three (3) years in the classroom shall be assigned a mentor teacher by the Superintendent of designee. However, a fourth or fifth (4th or 5th) year of mentorship may be assigned at the request of the teacher or at the discretion of the administration. 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.

C. Mentor Teacher Assignment – All bargaining unit employees shall be notified of the available position of the mentor teacher(s). A mentor teacher shall be assigned by the Superintendent in accordance with the following:

1. Primary consideration for mentor teacher positions will be given to tenured bargaining unit employees with at least five (5) years of classroom teaching experience. When possible, mentor teacher positions will be given to teachers whose classroom teaching experience has been at Webberville Community Schools.
2. Participation as a mentor teacher shall be voluntary. If no volunteer is available, the Superintendent or designee will assign a mentor teacher.
3. The District shall immediately notify the ASSOCIATION president when a mentor teacher is matched with a bargaining unit employee (mentee). The assignment of the mentor teacher shall be finalized by the administrator within twenty (20) workdays of the knowledge that a mentor teacher is needed.
4. Every effort will be made to match mentor teachers and mentees who work in the same building and have the same area of certification.
5. A mentee shall be assigned only one (1) mentor teacher at a time. A mentor teacher may not be assigned more than two (2) mentees at any one time unless mutually agreed upon.
6. The mentor teacher assignment shall be for one (1) year. The appointment may be renewed in succeeding years provided both parties agree.
7. Should either the mentor teacher or the mentee present cause to dissolve the relationship, the Superintendent or designee and a representative of the ASSOCIATION will meet with the mentor teacher and the mentee to determine an appropriate course of action.

Relationship of Mentor and Mentee – The purpose of the mentor/mentee relationship is to assist the mentee to: gain an understanding of 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.

D. Release Time – Both the mentor and the mentee will be provided release time as needed, with the approval of the building principal.

1. 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. Where possible, the mentor teacher and mentee shall be assigned common preparation time.
2. Mentees shall be provided with a minimum of fifteen (15) days of professional development during their first three (3) years of classroom teaching.

E. Compensation – A mentor teacher shall receive additional annual compensation in accordance with Schedule B.

ARTICLE 13

Professional Behavior

A. Professional Behavior/Professional Practices Committee

1. The Professional Practices Committee shall be composed of three (3) elementary and three (3) secondary teachers. Their responsibility shall be to investigate concerns raised about teaching practices and/or professional behavior, and, where warranted, to meet and counsel with the

teacher, and to assist the teacher in reaching his/her potential. A list of committee members shall be given to the administration ten (10) working days after the commencement of school.

2. The BOARD recognizes that the Code of Ethics as adopted by the National Education Association (NEA) is considered by the ASSOCIATION and its membership to define acceptable criteria of professional behavior. The ASSOCIATION shall accept responsibility to deal with ethical problems in accordance with the terms of the Code of Ethics by establishing a Professional Practices Committee.
3. Both the BOARD and the ASSOCIATION agree that inclusive in the Code of Ethics is the importance of having a positive attitude and outlook and that the lack of such an attitude can affect the performance of both teachers and students. It shall be the responsibility of the BOARD to work with the Professional Practices Committee in taking all steps necessary to develop positive teaching practices.
4. Alleged breaches of discipline or the Code of Ethics shall be promptly reported to the offending teacher and to the ASSOCIATION President and will be referred to the Professional Practices Committee. The Committee shall hear both parties and will make recommendations and shall provide mentoring as needed. The ASSOCIATION will do its best effort to correct breaches of professional behavior by any teacher.

ARTICLE 14

Student Discipline and Teacher Protection

- A. The BOARD recognizes its responsibility to give all reasonable support and assistance to teachers with respect to the maintenance of control and discipline in the classroom, and teachers recognize their responsibility to give reasonable support and assistance to the BOARD. A committee of teacher and administration will meet yearly to evaluate the student handbooks in preparation for the BOARD'S annual review.
- B. It is recognized that discipline problems are less likely to occur in classes which are well taught, where a high level of student interest is maintained and where administrative backing is readily observable. It is likewise recognized that when discipline problems occur, they may most constructively be dealt with by encouragement, praise and emphasis upon the child's desirable characteristics.
- C. A teacher shall not inflict or cause to be inflicted corporal punishment upon any student under any circumstances. However, a teacher may use reasonable force upon a student 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 accordance with the Michigan Revised School Code. In maintaining that order and control, the teacher may use reasonable force upon a student as may be necessary for one (1) or more of the following reasons:
 1. To restrain or remove a student whose behavior is interfering with the orderly exercise and performance of the school district or functions within a school or at a school-related activity, if that student has refused to comply with a request to refrain from further disruptive acts.
 2. For self-defense or the defense of another.
 3. To quell a disturbance that threatens physical injury to any person.
 4. To obtain possession of a weapon or other dangerous object upon or within the control of the student.
 5. To protect property.

- D. A teacher may exclude a student from a class, subject, or activity and follow the SNAP suspension procedure when the grossness of the offense, the persistence of the misbehavior, or the disruptive effect of the violation makes the continued presence of the student in the classroom or activity intolerable. The teacher will furnish the principal or designee, as promptly as his/her teaching obligation will allow, full particulars of the incident on the designated form and send the student to the office. Even if the principal/designee is not in his/her office, the student will be kept under appropriate supervision. The teacher will follow the law and District policy with regard to parent contact. This procedure may be revised by mutual agreement of both parties.
- E. It is understood that the authority to implement a suspension or invoke other disciplinary measures in accordance with the student handbook rests with the building administrator or BOARD.
- F. Expulsion of students from school may be imposed only by the BOARD. School authorities, after consultation with the teacher or teachers involved, will endeavor to achieve correction of student misbehavior through counseling and interviews with the child and his/her parents/guardians when warranted. Transfer of the student to another teacher may be considered only after all options have been exhausted.
- G. All policies with regard to student discipline shall be applied in a manner consistent with the rights secured under federal and state law to students who are determined to be eligible for special education programs and services. Teachers shall be afforded all rights and protections consistent with these laws.
- H. Reporting and Investigating – Any school employee who believes they have been assaulted by a student in connection with their employment shall report the incident to their administrator or immediate supervisor in writing. The district shall promptly investigate the incident and make a full written report to the superintendent within ten (10) days of the date the incident is initially reported by the employee. The report shall be provided to the ASSOCIATION and the impacted employee(s) at the same time it is provided to the Superintendent.
- I. Law Enforcement Notification – If requested by the school employee, the District shall promptly notify local law enforcement officials of any alleged assault by a student against a school employee and ask law enforcement to conduct an investigation into the potential criminal conduct of the student. This provision applies to any student in any grade level, including special education students, regardless of the level of impairment of disability.
- J. Legal Counsel – The BOARD shall reimburse the teacher up to \$1000 for the teacher to obtain legal counsel to advise the teacher of his/her rights and obligations with respect to such assault. The BOARD shall provide other reasonable assistance to the teacher in connection with handling of the incident by the law enforcement and judicial authorities, including paid leave time for the purpose of meeting with law enforcement and judicial authorities and attending court proceedings related to the assault.

ARTICLE 15

Curriculum Council

- A. Curriculum Council is an effective means of providing leadership, coordination, and quality control of curriculum and instructional improvement efforts. The Council helps to develop ownership and support for curriculum study and development. It is a decision-making body that reviews and recommends curriculum changes, instructional programs, and assessment practices. The Curriculum Council provides recommendations to the Superintendent, and ultimately to the Board of Education.
- B. The Curriculum Council voting memberships consists of building principals, curriculum director, and two WEA elected representatives from each building. The Superintendent will serve in an advisory capacity.

1. Meetings of the Curriculum Council will be determined by the Curriculum Director or Superintendent held at a time and place which will be set during the August meeting and agreed upon by a majority of members present. Consideration will be given to a time and place that is conducive to attendance by a majority of members.
2. Minutes of Curriculum Council meetings will be distributed to all staff employees, and posted on the District website.
3. The subjects of study shall include, but not limited to:
 - a. Curriculum development
 - b. Professional development
 - c. Selection and use of textbooks
4. Voluntary subcommittees may be established as necessary.
5. The Superintendent shall present recommendations to the BOARD from the Council.
6. Any recommendation approved by the BOARD shall be communicated to the Committee.

ARTICLE 16

Grievance Procedure

- A. A claim by a teacher or the ASSOCIATION that there has been a violation, misinterpretation, or misapplication of any provision of the Agreement may be processed as a grievance as hereinafter provided. The term "work day" shall be defined as days when teachers are scheduled to work during the academic year and days that the central office is open for business during the summer break period between academic years.
- B. In the event that a teacher believes there is a basis for a grievance, he/she shall first discuss the alleged grievance with his/her building principal, accompanied by his/her ASSOCIATION representative. The discussion shall take place within ten (10) work days of the date of the occurrence or first knowledge of the occurrence upon which the alleged grievance is based.
- C. If, as a result of the informal discussion with the building principal and the ASSOCIATION representative in Section B, a grievance still exists, the teacher may invoke the formal grievance procedure through the ASSOCIATION no later than ten (10) work days after the meeting with the building principal and the ASSOCIATION representative, on the form set forth in Appendix E, signed by the grievant and the ASSOCIATION representative. A copy of the grievance form shall be delivered to the principal. If the grievance involves more than one school building, it may be filed with the Superintendent or designee.
- D. Within five (5) work days of receipt of the grievance, the principal shall meet with the ASSOCIATION representative in an effort to resolve the grievance. The principal shall indicate his/her disposition of the grievance in writing within five (5) work days of such meeting and shall furnish a copy thereof to the ASSOCIATION president.
- E. If the ASSOCIATION is not satisfied with the disposition of the grievance or if no disposition has been made within five (5) work days of such meeting (or ten (10) work days from the date of filing, whichever shall be later), the grievance shall be transmitted within five (5) work days to the Superintendent. Within seven (7) work days of receiving the grievance, the Superintendent or his/her designee shall meet with the ASSOCIATION president about the grievance and shall indicate his/her disposition of the grievance in writing within five (5) work days of such meeting and shall furnish a copy thereof to the ASSOCIATION president.

- F. If the ASSOCIATION is not satisfied with the disposition of the grievance by the Superintendent or his/her designee or if no disposition has been made within five (5) work days of such meeting (or twelve (12) work days from the date of filing, whichever shall be later), the grievance shall be transmitted to the BOARD within five (5) work days by filing a written copy thereof with the Secretary or other designee of the BOARD. The BOARD, no later than its next regular meeting or ten (10) work days, whichever shall be later, shall meet with the ASSOCIATION on the grievance. Disposition of the grievance in writing by the BOARD shall be made no later than seven (7) work days thereafter. A copy of such disposition shall be furnished to the ASSOCIATION president.
- G. If the grievance is still not settled at this point and the ASSOCIATION is not satisfied with the disposition by the BOARD, the grievance may be submitted to arbitration. The ASSOCIATION president shall notify the BOARD of the ASSOCIATION's intent to arbitrate the grievance within thirty (30) calendar days after disposition by the BOARD. If within five (5) work days of notification, the parties have been unable to mutually agree upon an arbitrator, he/she shall be selected by the American Arbitration Association in accordance with its rules. The demand for arbitration must be filed with the American Arbitration Association within fifteen (15) work days of the date the ASSOCIATION notified the BOARD of its intent to arbitrate the grievance. The BOARD and the ASSOCIATION shall not be permitted to assert in such arbitration proceedings any grounds or to rely on any evidence not previously disclosed to either party.
- H. Powers of the Arbitrator – It shall be the function of the arbitrator and he/she shall be empowered, except as his/her powers are limited below, after due investigation, to make a decision in cases of alleged violation of the specific Articles and Sections of the Agreement.
1. He/she shall have no power to add to, subtract from, disregard, alter or modify any of the terms of the Agreement.
 2. He/she shall have no power to establish salary scales or change any salary rate.
 3. He/she shall have no power to rule on any of the following:
 - a. The termination of services of or failure to re-employ any probationary teacher.
 - b. The failure to award a vacant non-bargaining unit administrative position to a bargaining unit employee.
 - c. The termination of services or failure to re-employ any teacher to a position on the extra-curricular schedule.
 - d. Any claim or complaint subject to the procedures specified in the Teachers' Tenure Act (Act IV Public Acts, extra session, of 1937 of Michigan as amended).
 - e. The subject matter of any prohibited or illegal bargaining subject under PERA.
 4. He/she shall have no power to change any practice, policy, or rule of the BOARD nor to substitute his/her judgement for that of the BOARD as to the reasonableness of any such practice, policy, rule, or any action taken by the BOARD.
 5. His/her powers shall be limited to deciding whether the BOARD has violated the express Articles or Sections of this Agreement. He/she shall not imply obligations and conditions binding upon the BOARD from this Agreement, it being understood that any matter not specifically set forth herein remains within the reserved rights of the BOARD.

6. In rendering decisions, an arbitrator shall give due regard to the responsibility of management and shall so construe the Agreement that there will be no interference with such responsibilities, except as they may be specifically conditioned by this Agreement.
 7. In the event that a case is appealed to an arbitrator on which he/she has no power to rule, it shall be referred back to parties without decision or recommendation on its merits.
 8. The fees and expenses of the arbitrator shall be paid by the initiating party.
 9. Both parties agree that the decision of the panel is final and binding and that judgement thereon may be entered in any court of competent jurisdiction.
- I. The time limits provided in the Article shall be strictly observed but may be extended by written agreement of the parties. In the event a grievance is filed after May 15 of any years, the strict adherence to the time limits may result in hardship to any party. The BOARD shall use its best efforts to process such grievance prior to the end of the school term or as soon thereafter as possible.
 - J. If an individual teacher has a personal complaint which he/she desires to discuss with a supervisor, he/she is free to do so without recourse to the grievance procedure. However, no grievance shall be adjusted without prior notification to the ASSOCIATION president and an opportunity for an ASSOCIATION representative to be present, nor shall any adjustment of a grievance be inconsistent with the terms of this Agreement.
 - K. If a tenured teacher through the grievance procedure shall have been found to have been improperly deprived of any professional compensation or advantage, the same or its equivalent in money shall be paid to her/him.

ARTICLE 17

Professional Qualifications

- A. "Qualification" or "qualified" shall mean that the teacher:
 - a. Possesses a major or minor appropriate to his/her assignment; and
 - b. Meets all applicable standards for a "highly qualified" teacher under the No Child Left Behind Act, including NCLB Final Regulations, 34 CFR 200-55-200.56, and the Michigan Definition for identifying Highly Qualified teachers, as approved by the State Board of Education; and
 - c. Meets the qualifications approved by the Board of Education as written in the job posting and in the job description.
- B. Each teacher must record a current teacher's certificate or appropriate credential with the Superintendent, to be returned personally, by his/her designated representative, or by registered mail when the employee leaves the system. Non-certified teachers employed in accordance with the School Code, Section 380.1233b, shall furnish to the Superintendent all credentials and documents so specified under Section 380.1233b.
- C. Persons with less than a Bachelor's Degree who are eligible only for the Michigan Substitute Teacher permit shall be employed by the BOARD on a day-to-day substitute basis and for no more than ninety (90) workdays per school year, except in cases of emergency.
- D. Newly hired teachers may be granted credit for all previous experience on Appendix A (Salary Schedule) for prior teaching or comparable experience. If a new hire is granted credit on Appendix A, all current staff members must be granted credit for any time (steps) worked in the district that was not previously credited (missed steps) up to the amount granted to the new hire. For example: if a new hire

is placed on step 8 for previous experience and a current employee with 8 years of experience is on step 5, the current employee must also be moved to step 8.

ARTICLE 18

Vacancies, Promotions, Assignments, and Transfers

- A. Vacancy definition – A vacancy shall be defined as a position which is unfilled because it is either newly created or because the person who held the position terminated his/her employment as a bargaining unit member (e.g., by retirement, resignation, transfer to a non-bargaining unit position, or death). A vacancy shall be considered to occur at the time at which the teacher terminates his/her employment or a position is newly created.
- B. To further promulgate the value of hiring capable individuals to fill vacancies that occur in the teaching staff, all teachers shall notify the Superintendent of Schools of their desire to return the following year by completing Appendix F. This notification by a teacher planning to return shall be made by June 1. This procedure shall enable the BOARD to hire new teachers at a time when prospective teachers are seeking new positions.
- C. Requests by a teacher for a voluntary reassignment or transfer to a different grade level within the school setting, course, department, or change in school setting shall be made by completing Appendix F, a copy to be filed with the ASSOCIATION president and with the Superintendent. The application shall set forth the reasons for reassignment or transfer, the applicant's qualifications, and grade level, department, or school setting sought. Such requests shall be renewed once each year to assure active consideration by the administration.

ARTICLE 19

Compensation

- A. The basic salaries of teachers covered by this Agreement are set forth in Appendix A, which is attached to and incorporated in this Agreement. Such salary schedule shall remain in effect during the designated periods.
- B. A teacher's hourly rate is to be determined by dividing his/her annual regular salary by the product of six and one half (6 1/2) hours per day times the number of calendar days in the Master Agreement.
- C. Payment for voluntary extra duty assignments shall be set forth in Appendix B, or elsewhere in this Agreement, and shall be compensated in accordance with the provision of this Agreement without deviation unless mutually agreed upon.
- D. Teachers required to substitute on their planning time shall be paid thirty dollars (\$30.00) per hour or should receive compensatory time equivalent to the time substituted.
- E. Classes taught before or after the regular school day shall be compensated at the Appendix A salary schedule hourly rate, when the class is in addition to a full day schedule.
- F. All part-time teachers shall receive the following:
 - 1. Salary pro-rated according to scale
 - 2. Pro-rated benefits
 - 3. All other contractual benefits, including sick days earned at their current rate of pro-ration

ARTICLE 20 **Insurance**

The BOARD agrees to furnish to all employees covered by this Agreement the following insurance benefits.

- A. The BOARD agrees to provide health insurance to all full-time employees (insurance for part-time employees is prorated) with the WEA choosing the health insurance plan(s) to be used.

The monthly health care insurance cost includes the premium paid to the carrier, the monthly HSA amount and any applicable taxes and fees.

Insurance costs will be split 80% district and 20% employee. Health insurance costs paid by the employee shall be paid via payroll deduction.

- B. The pro-ration for insurance benefits will be based on the percentage of time worked applied to the Board contribution (Example: if an employee works 65%, then he/she shall receive 65% of the Board's insurance contribution.)
- C. Benefits for staff working through the end of the school year and retiring/resigning or being placed on layoff status will have benefits through August 31st provided staff pay their monthly premium share.

Plan A:

Medical Plan Options:

Blue Care Network HMO

BCN HSA HMO 1350/2700 0%

Deductible \$1350 Single \$2700 Family

Rx: \$10/\$30/\$60/\$80/20% (max \$200) Generic/20% (max \$300)

Coinsurance: None

Maximum Out-Of-Pocket: \$2,350/\$4,700

WCS HSA contribution: \$1,350 single/\$2,700 two-person or family (included as part of district monthly contribution)

Or

Blue Cross Blue Shield of Michigan PPO

BCBSM Simply Blue HSA PPO 1300/2600 0%

Deductible \$1300 Single \$2600 Family

Coinsurance: None

Maximum Out-Of-Pocket: \$2,300/\$4,600

Rx: \$10 Generic/\$40 Brand/\$80 Non-Formulary Brand (after deductible)

WCS HSA Contribution: \$1,300 Single/\$2,600 two-person or family (included as part of district monthly contribution)

Other Benefits:

Delta Dental Plan: 100/90/90/90: \$1,500

Vision: VSP-3

LTD Plan: 66 2/3%

60 calendar day

\$6,000 maximum

Freeze on Offset

Alcohol/drug addiction and Mental/nervous same as any other illness

Life: \$35,000 with AD&D if enrolled in District Medical Plan
\$40,000 with AD&D if not enrolled in District Medical Plan

Plan B:

Staff shall have a cash option in lieu of health insurance in an amount equal to \$400 per month (pro-rated for part time employees) in addition to the other benefits listed above. Employees may invest these funds in any of the District's approved 403 or 457 approved providers. Any additional compensation shall be paid in equal installments with each paycheck. The additional compensation shall be subject to all required tax withholdings.

Should a bargaining unit employee choose to invest the additional compensation in a tax deferred annuity, a salary reduction agreement will be signed by the employee and filed with the payroll department. Bargaining unit employees who choose to invest beyond the additional compensation will also file a salary reduction agreement with the payroll department. An open enrollment period shall be provided whenever contribution subsidy amounts change for the group.

HSA payments will be made according to the following schedule based upon employee elections.

July – 1 month installment (first payroll)

August – 1 month installment (first payroll)

September – 1 month installment (first payroll)

October – 3 months installment (first payroll)

January – 6 months installment (first business day of January)

If employment is terminated or voluntarily ended at any time, the district has the right to withhold any overpayment from outstanding payroll and/or require the employee to repay any pro-rated overpayment amount that has been distributed for HSA.

ARTICLE 21
School Calendar

- A. The school calendar will be negotiated each year as part of the contract. It will be the goal of the BOARD and the ASSOCIATION to have the school calendar agreed upon prior to May 1. The ASSOCIATION recognizes that the BOARD has the right under PERA to establish the starting day for the school year.
- B. As long as state law requires that school make up snow days in order to receive full state aid payments, the following shall apply:
 - 1. Necessary make-up days to meet the state requirement for providing hours of student instruction as set forth in Section 380.1284 of the Revised School Code and the State School Aid Act shall be scheduled in whole and partial days according to the following:

<u>Time Required to Be Made UP</u>	<u>Make-Up Days</u>
1-3 Hours	½ Day
Over 3 Hours	Full Day

- C. In the event that it becomes necessary for the Superintendent to cancel school because of Acts of God or other conditions not within the control of school authorities such as fire, epidemics, mechanical breakdowns or health conditions, as defined by the city, county, or state health authorities, the teachers will not be required to report for duty nor shall the

calendar be adjusted to make up for the lost hours unless such adjustment in the calendar is required by state law for the District to receive state aid. Such required make-up hours shall be added to the end of the school calendar unless otherwise mutually agreed by the BOARD and the ASSOCIATION with no additional pay.

D. The calendar(s) for the school year(s) shall be set forth in Appendix C.

ARTICLE 22

Negotiation Procedures

- A. The ASSOCIATION shall designate a teacher in each school building as ASSOCIATION Representative (A.R.). The principal and ASSOCIATION Representative may, upon request, meet at least once a month for the purpose of reviewing the administration of the Agreement and of resolving problems which may arise. These meetings are not intended to bypass the grievance procedure.
- B. Between March 1 and March 15, the parties shall initiate negotiating for the purpose of entering into a successor Agreement for the forthcoming year. Release time shall be provided to the ASSOCIATION'S negotiating committee to permit the parties to alternately meet both during and after regular school hours for the purpose of reaching a successor Agreement as rapidly as possible.
- C. Neither party in any negotiations shall have any control over the selection of the negotiating or bargaining representatives of the other party. The parties mutually pledge that their representatives will have all necessary power and authority to make proposals, consider proposals, and make concessions in the course of negotiations.
- D. There shall be three (3) signed copies of the final Agreement for the purpose of the record, one (1) retained by the BOARD, one (1) by the ASSOCIATION, and one (1) by the Superintendent.

ARTICLE 23

Seniority

- A. No later than thirty (30) days following ratification of this Agreement and by every September 30 thereafter, a seniority list shall be prepared.
 - 1. Duly elected ASSOCIATION officers whose presence is necessary to ensure that the collective bargaining agreement is followed and enforced shall be placed at the top of the seniority list and shall remain at the top of the list during their terms of office. The ASSOCIATION will notify the BOARD, no later than March 30th of each year, of the officers for the following school year.
 - 2. All teachers shall be ranked on the list in order of their beginning date of employment in this school district. The beginning date of employment shall be the first contract day worked according to the school calendar for that year.
 - 3. If two (2) or more teachers are found to have equal status in two (2) above, the teacher possessing the most teaching experience shall be placed higher on the seniority list.
 - 4. If two (2) or more teachers are found to have equal status in two (2) and three (3) above, the teacher possessing the higher degree shall receive the higher ranking on the seniority list.
 - 5. If two (2) or more teachers are found to have equal status in two (2), three (3), and four (4) above, the teacher possessing the greater number of hours beyond his/her degree shall receive the higher ranking on the seniority list.

6. If two or more teachers are found to have equal status in two (2), three (3), four (4), and five (5) above, the teachers so affected will participate in a drawing, by lot, to determine position on the seniority list. The ASSOCIATION and teachers so affected shall be notified in writing of the date, place, and time of the drawing conducted by the Superintendent and ASSOCIATION President. The drawing shall be conducted openly and at a time and place which will reasonably allow affected teachers and ASSOCIATION Representatives to be in attendance.
 7. The seniority list shall be published and posted conspicuously in all buildings of the district. Periodic revisions shall be derived, published, and posted in the same manner as described above.
 8. All seniority is lost when there is a break in service. However, seniority is retained if the break in service is due to layoff or leave of absence.
- B. Seniority Verification Form (Appendix G) - Following individual consultation with each teacher, a Seniority Verification Form shall be completed and signed by the Superintendent and the respective teacher. The Seniority Verification Form shall be placed in the teacher's personnel file with a copy given to the teacher. If interruptions of service necessitate modifications or adjustments in the seniority date, a new Verification Form shall be completed following the same procedure as provided herein. The signed Seniority Verification Form shall become the governing document for the identification of a teacher's seniority date. A copy of any new or changed form will be immediately provided to the ASSOCIATION President.

ARTICLE 24

Reduction in Personnel

- A. The parties agree a displacement has occurred whenever a position is eliminated, but there are enough remaining positions for all bargaining unit members to continue to be employed at the same number of hours they previously held. The parties agree that the intent of this staffing process is to retain all currently employed bargaining unit members whenever possible.

ARTICLE 25

Teaching Conditions

- A. All employees shall receive a pass to all school sponsored activities such as athletic and fine arts events. When teachers do attend athletic events, they will accept, indirectly, professional responsibility for the discipline of the students.

All bargaining unit employees and their immediate family members will receive an annual pass for the Spartan Center. When teachers are in the Spartan Center, they will accept, indirectly, professional responsibility for the discipline of the students.

- B. The BOARD recognizes that appropriate texts, instructional technology, educational software, library reference facilities, maps and globes, laboratory equipment, audio-visual equipment, art supplies, athletic equipment, current periodicals, standard tests and questionnaires, and similar materials are the tools of the teaching profession. Therefore, the BOARD will make every attempt to ensure teachers have the resources they need in order to be more effective in the classroom.
- C. The BOARD agrees to procure a substitute for an absent teacher rather than use a regular employee of the school except in an emergency. The BOARD agrees that every effort will be made not to remove a teacher from his/her regular classroom assignment. By mutual agreement, the building representative and the building principal shall resolve emergency situations.

- D. The parties recognize the need for parental involvement as part of the educational process. Parents/guardians who wish to visit a classroom shall stop in the office to register and get a visitor pass before proceeding to classroom areas or visiting classrooms. As provided by law, parents/guardians will not be allowed to visit the classroom when testing is taking place.
1. Administrators or administrative assistant will call the teacher's classroom to give them advance notice and input about the visit.
 2. Administrators will not allow visitors in the teacher's classroom when in the judgment of the administrator and teacher the visitor will be detrimental to the educational process or safety of teacher and/or student(s).
 3. Parents or visitors who wish to participate in the educational process need to make arrangements with the teacher and principal at least 24 hours in advance.
 4. Any prospective families or visitor(s) must contact the building principal who will consult with the classroom teacher to determine the appropriateness and timing of the visit.

E. Personnel File:

1. Each teacher shall have the right, upon request, to review the contents of his/her personnel file. Personnel file information shall not be stored on any computer with unsecured access. A representative of the ASSOCIATION may, at the teacher's request, accompany the teacher in this review.
2. In the event that a court order is presented for information from the personnel file, the teacher shall be promptly provided with a copy of the court order. Information from the teacher personnel file may not be released to third parties who are not representatives or agents of the District without prior written permission of the teacher, unless such release is required by law.
3. Each teacher's file shall contain the following minimum items of information:
 - a. All teacher evaluation reports
 - b. Copies of annual contracts
 - c. Teaching certification
 - d. Tenure recommendation
4. When information is placed in a teacher's personnel file, he/she shall be notified in writing. The teacher may place in his/her file, at any time, a rebuttal to any material of any nature and said response shall become a part of said file.
5. Freedom of Information Act (FOIA) Requests:

To the extent permitted by law, the Board of Education shall require that any request for information from a teacher's personnel file shall be placed in writing, and shall be specific regarding the information requested. A copy of the request shall be furnished to the ASSOCIATION President and the affected teacher. The administration shall provide the list of documents to be released. If the individual teacher wishes to write a response to any discipline or evaluative records which are to be released, they shall do so within five (5) days. The individual teacher's written response shall accompany the released documents. Only to the extent permitted by law is requested information to be released. The individual teacher shall receive copies of all released information.

- a. All documents, communications or records dealing with a grievance shall be filed separately from the personnel files of participants.
 - b. All medical records and references to any medical condition shall be kept separate from the personnel file.
- F. Teachers may be excused from their duties ahead of time by the building principal.
- G. Building administrators and their staff will select a day for staff meetings and professional development. Administrators cannot schedule more than four (4) meetings per month and only as necessary.
- At least eighteen (18) days shall be set aside for staff meetings devoted to professional development. Professional development meetings will begin at the end of the school day and will be one hour in length and conclude no later than 4:15 pm. Notice of meetings shall be given one (1) week in advance by the administrator. The parties further agree that due to certain circumstances, such notice may not be afforded.
- A tentative schedule of after school meetings will be distributed to teachers at the beginning of the school year.
- H. Every effort will be made to limit secondary teachers to no more than four (4) preparations per year.
- I. Teachers shall be required to attend up to six (6) evening meetings per year as negotiated in the calendar. Required meetings scheduled to start later than one (1) hour after the end of the work day or run later than one (1) hour after the end of the work day shall be considered an evening meeting and shall be announced in advance. Any function or activity beyond the six (6) evening meetings shall be compensated at the rate of \$30.00 per event, unless covered elsewhere in the Agreement.
- J. Attending graduation ceremonies is required for all teaching staff.
- K. Part-time teachers shall have a pro-rated planning time based either on the number of instructional periods taught per day at the secondary level or hours of instruction per day at the elementary level.
- L. A teacher engaged during the school day in negotiating on behalf of the ASSOCIATION with any representative of the BOARD or participating in any professional grievance negotiation shall be released from regular duties without loss of salary, paid leave day, or Association day.

ARTICLE 26

Miscellaneous Provisions

- A. This Agreement shall constitute the full and complete commitments between both parties and may be altered, changed, added to, deleted from, or modified only through the voluntary, mutual consent of the parties in written signed amendment to this Agreement.
- B. Copies of this Agreement shall be printed at the expense of the BOARD within thirty (30) days after the Agreement is signed and presented to all teachers now employed or hereafter employed by the BOARD. Further, the BOARD shall furnish an electronic copy of the MASTER AGREEMENT to the ASSOCIATION for its use.
- C. Any individual contract between the BOARD and an individual teacher, heretofore executed, shall be subject to and consistent with the terms and conditions of this Agreement. Any individual contract hereafter executed shall be expressly made subject to and consistent with the terms of this or subsequent Agreements to be executed by the parties. If an individual contract contains any language inconsistent with this Agreement, during its duration, shall be controlling.

- D. If any provision of this Agreement or any application of the Agreement to any employee or group of employees shall be found contrary to Michigan Law, then such provision or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.
- E. The terms and conditions of this contract shall remain in force until a successor agreement is entered into by the parties concerned.
- F. An emergency manager appointment under the Local and Government and School District Fiscal Accountability Act may reject, modify, or terminate the Agreement as provided in that Act. MCL 141.1501 et seq.

ARTICLE 27
Duration of Agreement

This agreement shall be effective as of July 1, 2023, and shall continue in effect until June 30, 2024.

WEBBERVILLE EDUCATION ASSOCIATION

WEBBERVILLE BOARD OF EDUCATION

By: _____
President

By: _____
President

By: _____
Secretary

By: _____
Secretary

Date: _____

Date: _____

APPENDIX A

**2023 - 2024 Salary Schedule
Effective July 1, 2023**

STEP	BA	BA+18	MA	MA+20
Step 1	\$34,662	\$35,511	\$36,353	\$37,006
Step 2	\$35,799	\$37,314	\$38,100	\$38,835
Step 3	\$38,650	\$40,109	\$41,939	\$42,673
Step 4	\$40,699	\$42,523	\$44,353	\$45,090
Step 5	\$42,159	\$44,353	\$46,543	\$47,281
Step 6	\$43,828	\$46,208	\$48,596	\$49,336
Step 7	\$45,289	\$48,043	\$50,799	\$51,538
Step 8	\$47,131	\$50,242	\$52,634	\$53,370
Step 9	\$49,336	\$51,905	\$54,467	\$55,205
Step 10	\$51,169	\$53,923	\$56,673	\$57,411
Step 11	\$52,577	\$55,699	\$58,823	\$59,562
Step 12	\$54,342	\$57,688	\$61,037	\$61,784
Longevity (#2 below)				
	13-14 yrs	\$4,902		
	15-17 yrs	\$5,824		
	18-20 yrs	\$6,452		
	21-23 yrs	\$6,918		
	24-26 yrs	\$7,388		
	27-29 yrs	\$7,944		
	30+ yrs	\$9,721		

1. Each longevity increase applies only once in each period indicated.
2. Longevity is defined as years served in-district as a contractual employee at least ½ time per year.
3. Upon providing written confirmation of additional hours' salary schedule track advancement shall occur at the next regular pay period. Refer to Appendix D.
4. Term hours shall be equated as 2/3 of a semester hour. Ten (10) SB-CEU hours (State Board Continuing Education Units), acquired within a five-year period of the application date for salary lane change (Appendix D), shall be credited as one (1) semester hour.
5. If a negotiated increase or decrease occurs, the Appendix A Salary Schedule shall have all amounts rounded up to the next whole dollar amount.
6. If steps are negotiated, contractual employees who worked more than 50% of the previous year's scheduled school days are eligible for advancement.

APPENDIX B

Extra-Curricular Assignments

- A. Schedule B positions that are calculated by percentage will be paid based on the appropriate step of the BA schedule.
- B. Coaches and sponsors who are new to the system may be given up to five (5) years credit for comparable previous experience in an activity.
- C. Teachers currently in the system retain all previous experience credit, and if new to an activity, may transfer up to five (5) years credit.
- D. The BOARD supports a philosophy of filling coaching positions from within its own teaching staff. Varsity coaching position shall be posted within and outside of the bargaining unit. All bargaining unit employees applying for a position shall be granted an interview. If there is an outside applicant who has substantially superior qualifications, the BOARD may hire the outside applicant.
- E. Coaches and sponsors who split duties will split the compensation amount or percentage evenly unless designated otherwise on schedule B.
- F. Schedule B compensation is intended for time outside of the normal school day.
- G. Administration has the right to utilize schedule B payment for an equivalent program should a program cease to exist or undergo a name change. (ex. Roots/LINKs)
- H. WEA will be provided the projected schedule B positions and amounts prior to schedule B contracts being finalized each school year.
- I. Schedule B contracts will contain the duties and responsibilities of the position.
- J. Administration may pro-rate pay for athletic coaching if the season ends prematurely or if the team participation numbers are not that of a typical full team.
- K. A bargaining unit employee who accepts a regular class assignment, which has an Appendix B position directly connected to it, has an inherent obligation to conduct the Appendix B position duties. The BOARD will identify in the job posting and in the job description the classroom assignments, which has an Appendix B position associated with the assignment.
- L. Except for those Appendix B positions directly connected with an assigned class, e.g., band, choir, yearbook, theater, and musical productions, any assignment(s) in addition to the normal teaching schedule during the regular school year, including adult education courses, driver education, extra duties enumerated in Appendix B, and summer school courses, shall not be obligatory, but shall be with the consent of the bargaining unit

employee. With the exception of varsity coaching, preference in making such assignments will be given to those teachers best qualified for the position.

M. In the event there is an assignment that the BOARD is not able to recruit a teacher volunteer, the District may hire from outside the bargaining unit.

APPENDIX B

Extra-Curricular Salary Schedule

<u>ATHLETICS</u>	<u>SALARY</u>	<u>CLASS SPONSORS</u>	<u>SALARY</u>
Varsity Football	\$4,000	Seniors (2)	6%
JV Football	\$1,500	Juniors (2)	4%
Sideline Cheer Fall	\$500	Sophomores (2)	3%
JV Sideline Cheer Fall	\$500	Freshman (2)	2%
Varsity Cross Country	\$4,000	8 th Grade	.75%
Varsity Volleyball	\$4,000	7 th Grade	.75%
JV Volleyball	\$1,500	6 th Grade	.50%
8 th Volleyball	\$1,100		
7 th Volleyball	\$1,100	<u>ACTIVITIES</u>	<u>SALARY</u>
Varsity Competitive Cheer	\$4,000	HS Yearbook	3%
JV Competitive Cheer	\$1,500	Elem. Yearbook	2%
MS Competitive Cheer	\$1,100	HS Student Council	3.75%
Varsity Wrestling	\$4,000	MS Student Council	.75%
MS Wrestling	\$1,100	Elem. Student Council	.5%
Varsity Boys Basketball	\$4,000	Summer Ag Program	10%
JV Boys Basketball	\$1,500	HS FFA Program(2)	4.5% (each)
8 th Boys Basketball	\$1,100	MS FFA Program	2%
7 th Boys Basketball	\$1,100	LINKs	1%
Varsity Girls Basketball	\$4,000	National Honor Society (2)	1.5% (each)
JV Girls Basketball	\$1,500	Robotics Competitions	1.5% per
8 th Girls Basketball	\$1,100	Safety Patrol	.5%
7 th Girls Basketball	\$1,100	Mentor Teacher per Mentee	2%
Varsity Baseball	\$4,000	Secondary Teacher Leaders (5)	3% each
JV Baseball	\$1,500	Elementary Teacher Leaders (5)	3% each
MS Baseball	\$1,100	Elementary MTSS/Data/Benchmark Coord.	2%
Varsity Golf	\$4,000	High School MTSS/Data/Benchmark Coord.	2%
Varsity Softball	\$4,000		
JV Softball	\$1,500	<u>FINE ARTS</u>	<u>SALARY</u>
MS Softball	\$1,100	High School Plays	3% per
Varsity Girls Track	\$4,000	Set Construction (play/musical)	1.5% per
Varsity Boys Track	\$4,000	Musical Director	2.5%
MS Girls Track	\$1,100	Musical Producer	2.5%
MS Boys Track	\$1,100	Musical Asst.	1.5%
High School Assistant Coaches	\$750	Choir Director	5%
Middle School Assistant Coaches	\$500	K-5 Music Performance	1% per
Summer Weight Training Coach	\$2,000	Band Director	10.5%

APPENDIX C
School Calendar – see attached

APPENDIX D
Salary Lane Change Guidelines

- A. Credit for hours earned after the BA will begin after the date of the teacher's certificate. Beginning with the 2006-07 school year, first year teacher who have completed an approved teacher preparation program requiring an internship of actual student teaching experience equaling 28 or more weeks of classroom teaching shall be placed on Step 2 of appropriate salary lane.
- B. The bargaining unit employees shall submit an application for Credit Approval for Track Advancement to the Superintendent (Appendix D-1). Any course work taken for track advancement must be approved by the Superintendent prior to the start of a class.
- C. When undergraduate courses are taken with the expectation of qualifying for advancement on the salary schedule, such as in the case of computer courses or employer-required courses or other courses directly related to the bargaining unit employee's employment with the District, the bargaining unit employee shall seek advance approval in writing from the Superintendent whose decision shall be final.
- D. It shall be the bargaining unit employee's responsibility to provide proof of the graduate status of the hours earned through appropriate college or university catalogs or other indicators. It is understood that if graduate or undergraduate hours are part of a masters or doctoral program, they will be accepted.
- E. The bargaining unit employee shall be responsible for submitting the Salary Lane Change Request form (Appendix D-2). Upon providing written confirmation of additional hours, salary schedule track advancement shall occur at the next regular pay period.
- F. An ongoing Joint Committee shall be established to review and make modifications of the criteria utilized to determine eligible credited hours for track advancement on the Salary Schedule. The committee shall consist of two (2) teachers appointed by the ASSOCIATION and two (2) Administrators appointed by the Superintendent. The committee shall meet as needed. Either the Administration representatives or the ASSOCIATION Representatives may call for a meeting of the Joint Committee.

APPENDIX D-2
Salary Lane Change Request Form

Please be advised that according to the Master Agreement, I _____
am entitled to a salary increase by virtue of continued education.

Change Requested (circle one):

BA +18 semester hours

Masters

Masters +20 semester hours

This form must be submitted to the Superintendent's Office for any salary adjustment. The form will be held for processing and no adjustments will be made until a transcript is received from the university; however, a letter of verification from the university will serve as a temporary transcript. Lane changes will not be adjusted until the current year contract is ratified.

Faculty Member: _____

Date: _____

For Office Use Only

Previous: Lane _____ Step _____ Salary _____

New: Lane _____ Step _____ Salary _____

Approved _____ Disapproved _____ _____
Superintendent of Schools

APPENDIX E
Grievance Report Form

Grievance # _____ **School Year** _____

Distribution of Form:

Principal	Teacher
Superintendent	Building Representative
Board of Education (level 3)	Association President

LEVEL ONE/FIRST STEP – INFORMAL DISCUSSION WITH BUILDING PRINCIPAL

Date of Meeting: _____

Issue: _____

Resolution: _____

Signatures: Principal _____ Teacher _____

Building Representative _____

LEVEL ONE/SECOND STEP – FORMAL GRIEVANCE FORM FILED WITH PRINCIPAL

(The grievance must be filed no later than 10 work days after the informal discussion with the principal)

Date of Meeting: _____ (Meeting must occur within 5 works days of receipt of grievance)

Date alleged grievance occurred _____

Statement of grievance:

Sections or subsections of contract alleged to be violated:

Relief requested:

Signature of Grievant: _____ Date: _____

Grievance Report Form, page two

Decision of building principal (within 5 work days of meeting):

Signature of Principal: _____ Date: _____

LEVEL TWO – SUPERINTENDENT

(Grievance hand delivered to Superintendent within 5 work days of the principal's decision)

Date of discussion with the Superintendent: _____
(Meeting to occur within 7 work days of receipt of grievance)

Decision of Superintendent (within 5 work days of meeting):

Signature of Superintendent: _____ Date: _____

LEVEL THREE – BOARD OF EDUCATION

(Grievance submitted to Board of Education within 5 work days of the Superintendent's decision)

Date of discussion with Board of Education: _____
(Next regular meeting or 10 work days, whichever is later)

Decision of Board of Education (within 7 work days of meeting):

Signature of Board President: _____ Date: _____

LEVEL FOUR – ARBITRATION

Date submitted to arbitration (within 30 calendar days of BOARD decision) _____

APPENDIX F

Statement of Intent to Return and Assignment Preference

Please be advised that according to the Master Agreement, I _____ intend to return to my current teaching position in the fall of the _____ school year.

In addition, if the following position(s) were to become vacant, I request reassignment/transfer to the position(s) of:

Preference One

Reasons _____

Qualifications _____

Preference Two

Reasons _____

Qualifications _____

_____ I fully intend to return for the next school year.

_____ My intent to return for the next school year is uncertain at this time.

Please consider the above request(s) as an application for the position(s).

Teacher's Signature _____

Date: _____

Copies to Association President and Superintendent by May 15th.

APPENDIX G
Seniority Verification Form

Teachers Name: _____

Official Start Date: _____

Certifications: _____

Degrees: _____

Credits Beyond Degree: _____

Majors/Minors: _____

Endorsements: _____

Previous Service: _____

Areas of Highly Qualified: _____

If a teacher's official start date is on the same date as other teachers and all other contractual qualifications in Article 23 are equal, then a drawing will take place to determine the order of seniority. If a drawing is necessary, the results will be listed below:

- | | |
|----------|----------|
| 1. _____ | 4. _____ |
| 2. _____ | 5. _____ |
| 3. _____ | 6. _____ |

To be filled out in the District Administration Office

Leaves of Absences:

Reasons: _____

Dates: _____

This form will be kept in the teacher's personnel file, to be updated yearly by the District Office and used to develop the seniority list.