

**MASTER AGREEMENT**

**BETWEEN**

**WEBBERVILLE BOARD OF EDUCATION**

**AND**

**WEBBERVILLE EDUCATION ASSOCIATION**

**JULY 1, 1997 - JUNE 30, 2000**

*Webberville Community School*



## TABLE OF CONTENTS

ARTICLE I	Recognition .....	1
ARTICLE II	Teacher Rights .....	1
ARTICLE III	Rights of the Board .....	2
ARTICLE IV	Professional Dues or Fees and Payroll Deductions .....	3
ARTICLE V	Teaching Hours .....	5
ARTICLE VI	Class Size .....	6
ARTICLE VII	Sick Leave and Worker's Compensation .....	9
ARTICLE VIII	Professional Business Days .....	11
ARTICLE IX	Webberville Education Association Leave .....	11
ARTICLE X	Leave .....	11
ARTICLE XI	Teacher Evaluation .....	15
ARTICLE XII	Mentor Teacher .....	17
ARTICLE XIII	Professional Behavior .....	19
ARTICLE XIV	Student Discipline and Teacher Protection .....	19
ARTICLE XV	Instructional Committees and Councils .....	20
ARTICLE XVI	Grievance Procedure Leading to Arbitration .....	21
ARTICLE XVII	Professional Qualifications and Assignments .....	23
ARTICLE XVIII	Vacancies, Promotions, and Transfers .....	25
ARTICLE XIX	Compensation .....	26
ARTICLE XX	Insurance .....	27
ARTICLE XXI	School Calendar .....	28
ARTICLE XXII	Negotiation Procedures .....	29
ARTICLE XXIII	Seniority .....	29
ARTICLE XXIV	Layoff Procedure .....	31
ARTICLE XXV	Miscellaneous Provisions .....	33
ARTICLE XXVI	Teaching Conditions .....	35
ARTICLE XXVII	Duration of Agreement .....	36
APPENDIX A	1997-1998 Salary Schedule .....	37
APPENDIX B	Extra Curricular Salary Schedules .....	38
APPENDIX C	1997-1998 School Calendar .....	39
APPENDIX C	1998-1999 School Calendar .....	40
APPENDIX C	1999-2000 School Calendar .....	41
APPENDIX D	Salary Lane Change Procedures .....	42
APPENDIX E	Grievance Report Form .....	45

## ARTICLE I Recognition

- A. The Webberville Board of Education, herein after referred to as the BOARD, hereby recognizes the Webberville Education Association, herein after referred to as the ASSOCIATION as the exclusive bargaining representative, as defined in Section II of Act 379 of Public Acts of 1965, for all classroom teachers, counselors and librarians.
- B. The BOARD agrees not to negotiate with any teachers' organization other than the ASSOCIATION for the duration of this Agreement.

## ARTICLE II Teacher Rights

- A. Pursuant to Act 379 of the Public Acts of 1965, the BOARD hereby agrees that every teacher, guidance counselor, 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, negotiation, 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 other 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.
- F. The BOARD shall consult the ASSOCIATION 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 so far as all teacher obligations are concerned.
- 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, so long as those matters are made known to the Superintendent's office six (6) days prior to said regular meeting, except in emergency.

### **ARTICLE III**

#### **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.
  - 5. Determine class schedules, 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 judgment and discretion in connection therewith shall be limited only by the specific and express terms of this Agreement.
- 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.

**ARTICLE IV**  
**Professional Dues or Fees and Payroll Deductions**

- A. Any teacher who is a member of the ASSOCIATION or who has applied for membership shall sign and deliver to the BOARD an assignment authorizing deduction of membership dues in the local ASSOCIATION, including the NEA and the MEA. Such authorization shall continue in effect from year to year unless revoked in writing between June 1 and September 1 of any year. Pursuant to such authorization, the BOARD shall deduct the total local dues from the first pay in October. Further, the BOARD shall deduct one-tenth (1/10) of the MEA and NEA dues from the second regular salary check of the teacher each month for ten months, beginning in September and ending in June of each year. Deductions for teachers employed after the commencement of the school year shall be appropriately prorated to complete payments by the following June.
- B. As a condition of continued employment, any teacher who is not a member of the ASSOCIATION in good standing, or who does not make application for membership within thirty (30) calendar days from the date of employment shall pay a Representation Service Fee to the ASSOCIATION in an amount as legally determined by the ASSOCIATION. The teacher may authorize payroll deduction for such fee in the same manner as provided for deduction of ASSOCIATION dues.

Any non-member who makes objection pursuant to the ASSOCIATION'S "Policy Regarding Objections To Political-Ideological Expenses," and the "Objections To Political-Ideological Expenditures Administrative Procedures" (hereinafter referred to as the Association's Policy and Procedures) shall be required to pay a reduced Representation Fee to the full extent permitted by state and federal law. The Objecting non-member's exclusive remedy shall be through the ASSOCIATION'S Policy and Procedures. The non-member may authorize payroll deduction for such fees in the same manner as provided for member's dues. The ASSOCIATION shall provide to all non-members copies of the ASSOCIATION'S Policy and Procedures.

In the event a teacher shall not pay such Representation Service Fee directly to the ASSOCIATION or authorize payment thereof through payroll deduction, the BOARD shall, upon completion of the procedures contained herein, at the request of the ASSOCIATION and pursuant to MCLA 408.477; MSA 17.277(7), deduct the fee from the teacher's wages and remit same to the ASSOCIATION. Payroll deduction made pursuant to this provision shall be made in the same manner as provided for deduction of ASSOCIATION dues.

The ASSOCIATION in all cases of mandatory fee deduction pursuant to MCLA 408.477; MSA 17.277(7) shall notify the teacher of non-compliance by certified mail. Said notice shall detail the non-compliance and shall provide ten (10) calendar days for compliance, and shall further advise the teacher that a request for wage deduction may be filed with the BOARD in the event compliance is not effected. If the teacher fails to remit the fee or fails to authorize deduction for same, the ASSOCIATION may notify the BOARD to make the deduction. The BOARD, upon receipt of notification for involuntary deduction, shall provide the bargaining unit member with an opportunity for a due process hearing. This hearing shall address the question of whether the bargaining unit member has remitted the Service Fee to the ASSOCIATION or authorized payroll deduction of same. Such hearing shall be completed within five (5) calendar days of the receipt, by the District, of the "Association

Notification Of Non-compliance And Request For Involuntary Deduction". Involuntary deduction shall commence with the next pay following the due process hearing.

A teacher contesting the appropriate amount of the fee to be deducted must exhaust the internal Administrative Procedures of the ASSOCIATION. The remedies of such procedures for the bargaining unit member shall be exclusive, and unless and until such procedures, including any administrative or judicial review thereof, shall have been exhausted, no dispute, claim or complaint by an objecting teacher concerning the application and interpretation of this Article shall be subject to the grievance procedure set forth in this Agreement or to any other administrative or judicial procedure.

Should the provision for payroll deduction of the Representation Fee above be found contrary to law, the parties agree to re-institute the "Termination Of Employment" provision to the extent allowable by law.

- C. With respect to all sums deducted or collected by the BOARD pursuant to authorization of the employee, whether for membership dues or equivalent fee, the BOARD agrees to remit promptly such portions to the Michigan Education Association, 1601 E. Grand River, Lansing, MI 48906, with a transmittal, which is provided by the MEA. At the beginning of each school year, the ASSOCIATION updates the membership listing and indicates any changes in personnel from the membership list previously furnished. The ASSOCIATION agrees to advise the BOARD of all members of the ASSOCIATION in good standing and to furnish any other information needed by the BOARD to fulfill the provisions of this Article.
- D. The BOARD shall also make payroll deduction upon written authorization for MEA and NEA dues, insurance, annuities, savings bonds, and Capital Area School employees Credit Union.
- E. The ASSOCIATION agrees that if any portion of payments made on behalf of an employee, who is not a member of the ASSOCIATION, shall be held invalid by a court of competent jurisdiction, the ASSOCIATION shall hold the District, the Board of Education and individual administrators harmless therefore and shall undertake to repay such amounts to the employees involved.
- F. The parties agree to cooperatively discuss and exchange information regarding the ASSOCIATION'S service fee collection and objection procedures. The ASSOCIATION agrees, upon request from the BOARD, to provide the BOARD, for its review, a copy of the ASSOCIATION'S current "Policy And Administrative Procedures Regarding Objections To Political/Ideological Expenditures". If substantive changes are made to the policy, the ASSOCIATION shall notify the BOARD.
- G. The ASSOCIATION agrees it will indemnify and hold the BOARD harmless from any liability for damages and costs as a result of such action taken, as a direct consequence of the BOARD'S compliance with this Article, with the ASSOCIATION retaining the right to select legal counsel and make an out-of-court settlement.

## ARTICLE V Teaching Hours

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. To that end, the following approach will be implemented by which the daily schedule of the teachers will be determined.

Both parties recognize that in order for this approach to be successful an environment of openness, honesty and trust must exist. To this end the BOARD, the Administration and the ASSOCIATION are committed to creating that environment.

To implement the agreed to concept, the BOARD (through the superintendent) and the ASSOCIATION will annually establish a committee by March 1, whose purpose will be to establish the daily elementary and secondary schedule(s) for the coming year. The ASSOCIATION shall designate two (2) elementary teachers and two (2) secondary teachers to serve on a committee with two (2) administrators.

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:

- A. State requirements for minimum days and hours of pupil instruction as provided in the School Code, as revised, must be met.
- B. By March 1, the Superintendent will establish parameters (such as staffing, facilities, etc.).
- C. Efforts will be made to maintain a comparable work day and instructional day between the elementary and secondary buildings.
- D. This committee will consult with parents and non-teaching personnel when developing the daily schedule(s).
- E. All contractually agreed to conditions shall be incorporated into any agreed upon daily schedule, including the following:
  1. A schedule work day not to exceed seven (7) hours and twenty (20) minutes,
  2. No more than twenty-seven and one-half (27½) hours of pupil instruction per teacher, per week,
  3. A minimum of thirty (30) minutes duty free lunch per day,
  4. A minimum of eighty-five (85) minutes for daily planning and conferences,
  5. Elementary planning time to include time scheduled for music, art, physical education, computer science, recess, and other special subjects as determined by the BOARD,
  6. No more than twenty (20) minutes recess will be designated as student instructional time, and



- 7. The calendar(s) provided for in Appendix C shall govern the teachers' contract year, including breaks and holidays.
- F. The committee will be provided with any additional information needed, such as budget, revenues, expenditures, etc.

The schedule(s), which has the consensus of the committee, will be presented to the Superintendent for approval by the BOARD at the regularly scheduled May meeting. If a consensus decision has not been reached by the May 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.

It is understood that this Article may be re-opened during the life of this contract by mutual agreement of the parties.

## ARTICLE VI Class Size

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 pupil-teacher ratio is an important aspect of an effective educational program, the parties agree that class size should be lowered whenever possible. To achieve these goals the ASSOCIATION and the BOARD agree to the following:

### A. Elementary

- 1. With the exception of special subjects, the optimum-maximum class sizes for the elementary classrooms are as follows:

	<u>optimum</u>	<u>maximum</u>
Kindergarten	20	24
First - Sixth	25	30
Combinations	23	25

With the exception of Kindergarten, the above provisions shall apply only if the school district has the financial resources and the physical facilities.

- 2. Class sizes and student distribution for a given grade level will be based on the enrollment as of the second Friday of the first semester, and the first Friday of the second semester.

3. With the exception of combination situations, if the agreed to optimums cannot be met in Kindergarten through grade six (6), the following provisions shall apply:
  - a. Students will be equally distributed among staff members assigned to that grade level.
  - b. A full-time Paraprofessional shall be assigned to a given grade level, and the Paraprofessional's classroom time allowed to each staff member will be determined by the teacher(s) involved and the building principal in conjunction with the Paraprofessional.
  - c. It is understood that an Paraprofessional's primary function is classroom contact. Paraprofessionals may be used in other capacities as determined by the teacher(s) and the building principal.
4. In the event that combination situations may be required, the following provisions shall apply:
  - a. A full-time Paraprofessional shall be assigned to the grade level having the highest number of students in that classroom.
  - b. The Paraprofessional's classroom time allowed to each staff member will be determined by the teacher(s) involved and the building principal in conjunction with the Paraprofessional.
  - c. It is understood that an Paraprofessional's primary function is classroom contact. Paraprofessionals may be used in other capacities as determined by the teacher(s) involved and the building principal.
5. 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, paragraph 2.
6. Once an Paraprofessional has been assigned to a grade level, such Paraprofessional will not be withdrawn for the balance of the semester.
7. In the event that the agreed to maximums for grades first (1) through six (6) cannot be met, extra compensation will be provided as follows:
  - a. Those teachers having over thirty (30) students shall be compensated at the rate of fifty-five dollars (\$55.00) per student per semester for each student in excess of thirty (30).
  - b. Those teachers having over thirty-three (33) students shall be compensated at the rate of one hundred and ten dollars (\$110.00) per student per semester for each student in excess of thirty-three (33).
  - c. Special subject teachers shall receive thirty-three dollars (\$33.00) per student per semester for each student in excess of thirty-five (35).

- d. These provisions for extra compensation will be based on the figures obtained from the enrollment count referred to in Section A, paragraph 2.
  8. By mutual agreement of those teachers directly involved, the ASSOCIATION and the elementary principal, the provisions of Article VI, Section A may be waived.
- B. Secondary.
1. At the secondary level, the normal class size shall not exceed thirty (30) students, except that:
    - a. Music classes will not be affected by this number.
    - b. Physical education classes shall be limited to thirty-five (35) students per class period per teacher.
    - c. If the physical education class size maximum of thirty-five (35) students per class is exceeded, then an Paraprofessional shall be assigned to that class.
    - d. In class periods where there are two (2) teachers present for physical education instruction and both classes exceed thirty-five (35) students, there shall still be only one Paraprofessional present.
  2. 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 thirty-three dollars (\$33) per student per semester for each student in excess of thirty (30) students,
  3. By mutual agreement of those teachers directly involved, the ASSOCIATION, and the secondary principal, the provisions of Article VI, Section B may be waived.
- C. In the assignment of students, the Administration shall take into consideration those classes that have a child identified through the Individual Education Planning Committee (I.E.P.C.) as a Special Needs Student.
- D. By mutual agreement between the ASSOCIATION and the BOARD, this Article may be re-opened during the life of this agreement.

**ARTICLE VII**  
**Sick Leave and Worker's 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 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 consecutive sick leave, the BOARD may require a doctor's statement to be paid for one-half (1/2) by the teacher and one-half (1/2) by the BOARD.
  4. The building principal is to be notified by 7:00 a.m. of the day any teacher is taking a sick leave day.
- C. Three (3) 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 or her building principal at least three (3) days ahead of the days to be taken off, except in an emergency.
  2. Personal business days are to be used to transact business that cannot be done at any other time.
  3. 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.
- D. 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 circumstances.

**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.

- E. Use of Sick Leave and Personal Business Days.** Sick and Personal Business 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.
- F. Worker's Compensation.** As soon as possible, a teacher who is absent because of an injury or disease compensable under the Michigan Worker's Disability Compensation Act shall make a written election of one of the following options at the time he/she becomes eligible for Worker's 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. (For 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 X, Section F, of this Agreement. The application deadlines of Article X, Section F, shall be waived and any requested extension of the leave shall be granted. District-paid fringe benefits shall not be in force during the 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 Worker's 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.

If it is determined in the future that wage loss benefits paid under Michigan Worker's Disability Compensation Act are creditable for service credit with the School Employees Retirement System, the District will take the necessary appropriate action to report such disability so that retirement service credit may be obtained.

**ARTICLE VIII**  
**Professional Business Days**

- A. 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. The teacher planning to use a professional business day shall notify his/her principal at least one (1) week in advance of his/her absence.

Professional business shall be defined as:

1. Visitation to view other instructional techniques for programs.
2. Conferences, workshops, or seminars conducted by colleges, universities, the MEA and NEA and/or affiliate departments thereof or other workshops of mutually agreed value.

Reimbursement for expenses of mileage, meals, housing, registration, and materials for such mutually agreed conferences, workshops, and seminars shall be limited to \$2,500.00 at the high school level and \$2,500.00 at the elementary level for the school year.

The District shall have the right to go beyond these limits at its discretion.

- B. The teacher may be requested to file a written report within one week of his/her attendance at such visitation, conferences, workshops, or seminars.

**ARTICLE IX**  
**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 BOARD 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 time at his/her discretion.

**ARTICLE X**  
**Leave**

- A. 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 his/her former position unless such position no longer exists, in which case he/she shall be returned to a position of like nature and status and shall be placed at the same position 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. 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. A teacher may return from such leave at the beginning of a marking period. It is expected that the teacher will notify the Board, in writing, of their intent to return to the Webberville Community Schools sixty (60) calendar days prior to the completion of the leave.
1. 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.
  2. The teacher shall return to his/her former position unless such position no longer exists, in which case he/she shall be returned to a position of like nature and status. The teacher shall not advance on the salary schedule during the time spent on child care leave.
- C. 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 XX 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 May 1.
  4. The teacher shall notify the BOARD, in writing, of their intention to return to the Webberville Community Schools by May 1.
  5. The teacher shall return to his/her former position unless such position no longer exists, in which case he/she shall be returned to a position of like nature and status. The teacher shall not advance on the salary schedule during the time spent on leave.
  6. No more than one (1) teacher K-6 and one (1) teacher 7-12 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 by meeting the qualifications as contained above. The accumulation of service time (ten (10) years) would be service accumulated following completion of his/her General Leave.
- D. 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. It is expected that the teacher will notify the BOARD, in writing, of their intent to return to the Webberville Community Schools 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 his/her former position unless such position no longer exists, in which case he/she shall be returned to a position of like nature and status. 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 46 teacher calendar workdays no salary schedule credit shall be lost for the period of the leave.
    - b. If the leave is for 46 teacher calendar workdays or more, but less than 137 teacher calendar workdays, one-half (1/2) year's salary schedule credit shall be credited to the teacher.
    - c. If the leave is for 137 teacher calendar workdays or more, no salary schedule credit shall be credited to the teacher for the year.
    - d. The above proration is based on the current 183 teacher day calendar.
  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 Leave - Teachers are required to notify their respective building principals as soon as possible after receiving notice of possible jury duty from the court. Upon receipt of the notice of actual jury duty, teachers shall follow the usual call for substitute procedures. Such time spent in jury duty will not be charged against Personal Business or Sick Leave. No loss of pay shall occur as the result of the 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 to the



payroll clerk proof of service and written documentation as to the amount of jury duty pay received. The teacher shall reimburse the BOARD the amount of jury duty pay received.

F. Family and Medical Leave

1. Upon request, the employer shall grant a leave of absence to any bargaining unit member, pursuant to the Family Medical Leave Act (F.M.L.A.) 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.

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 weeks (60 working days) during the school district's normal fiscal year (July 1 - June 30).

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 in 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 requested pursuant to Sections A through E above, and those taken pursuant to Article VII, shall not be charged against the F.M.L.A. limits.

## ARTICLE XI Teacher Evaluation

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 and librarians, shall be evaluated in writing. Teachers will be evaluated by the respective building principal, hereinafter called the evaluator, in conjunction with the WEA Observer. It is understood that there may be circumstances where the building administrator may ask another district administrator to be present in an observation. It is further understood that the building administrator will have sole responsibility for writing the evaluation.

### A. Evaluation of probationary and tenure teachers.

#### 1. Probationary teachers.

Probationary teachers shall be evaluated three (3) times during the school year: The first evaluation prior to November 15; the second following November 15 and prior to February 1; and, the third following February 1 and prior to April 1. Each probationary teacher shall be provided with an individualized development plan. Evaluations of probationary teachers shall determine the teacher's achievement of the plan.

No later than April 15 of each probationary year, the final written evaluation will be furnished to the Superintendent covering each probationary teacher. A copy shall be furnished to the teacher and the ASSOCIATION. If the report contains any information not previously made known to and discussed with the probationary teacher, the teacher shall have an opportunity to submit additional information to the Superintendent. In the event a probationary teacher is not continued in employment, he/she shall receive a registered letter of notification. The BOARD will advise the teacher of the reasons in writing, submit a copy to the ASSOCIATION, and provide for a hearing where requested.

#### 2. Tenured teachers.

Tenured teachers shall be evaluated at least once every three (3) years.

Tenured teachers whose services are being considered for termination under provision of the Tenure Act shall receive a registered letter of notification and statement of charges from the Superintendent and be advised of their rights under the Tenure Act for a hearing and appeal. The ASSOCIATION shall receive a copy of such notification. Teachers who are so notified may be suspended with pay, pending a final determination by the BOARD after completing a hearing as provided in the Tenure Act.

B. Evaluation Process.

1. Pre-evaluation conference.

The evaluator shall meet with all first-year probationary teachers prior to each evaluation observation for a pre-evaluation conference. For second, third, and fourth year probationary teachers, only one (1) pre-evaluation conference will be scheduled before the first evaluation observation. However, if in the opinion of the building administrator additional pre-evaluation conferences are needed, then additional conferences may be scheduled for second, third, and fourth year probationary teachers. The WEA Observer will be included in the pre-evaluation conference(s) of probationary teachers.

Pre-evaluation conferences for tenure teachers may be held at the request of the teacher.

Pre-evaluation conferences shall include discussion relating to explanation of the evaluation process, the written form, what specific things the evaluator will be looking for, scheduling any methods of observations, and any concerns the teacher may have.

2. Observation.

Each observation shall be made by the evaluator and the WEA Observer for a minimum of thirty (30) consecutive minutes. All monitoring or observations of the performance of the teacher shall be conducted openly and with full knowledge of the teacher. Teachers will be notified that they are to be observed within a given two-week period.

3. Post-evaluation conference.

Following each evaluation of a teacher, the evaluator, the WEA Observer, and the teacher shall meet to review the evaluation. The meeting shall take place within five (5) school days of the evaluation. The teacher evaluated shall receive the written evaluation at least one day prior to the meeting. In the event of an absence, the timelines will be extended to equal the days lost as a result of the absence. The written evaluation shall include identification of the specific ways in which the teacher is to improve and recommendations for assistance to be given by the administrator. In subsequent written evaluations, failure to again note a specific deficiency shall be interpreted to mean that adequate improvement has taken place. One copy of each written evaluation is to be signed and returned to the administration, one to the Association, and one is to be retained by the teacher.

In the event that the teacher feels his/her evaluation was incomplete or unjust, he/she may put his/her objections in writing and have them attached to the written evaluation to be placed in his/her personnel file. All evaluations shall be based upon valid criteria for evaluating professional growth. Determination of the criteria and development of the evaluation instrument shall be done jointly by the administration and the ASSOCIATION.

C. Conclusion of Evaluation Process: Personnel File.

Each teacher shall have the right, upon request, to review the contents of his/her own personnel file. A representative of the ASSOCIATION may, at the teacher's request, accompany the teacher in this review. Each teacher's file shall contain the following minimum items of information:

1. All teacher evaluation reports
2. Copies of annual contracts
3. Teaching certification
4. Tenure recommendation

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 or any nature and said response shall become a part of said file.

## **ARTICLE XII** **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.

Each member of the bargaining unit in his/her first four (4) years in the classroom shall be assigned a Mentor Teacher by the Superintendent or his/her designee. 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.

B. Mentor Teacher Assignment.

All members of the bargaining unit 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 members of the bargaining unit with at least five (5) years of classroom teaching experience.
2. Participation as a Mentor Teacher shall be voluntary. If no volunteer is available, the Superintendent will assign a Mentor Teacher.
3. The District shall immediately notify the ASSOCIATION when a Mentor Teacher is matched with a bargaining unit member (mentee). The assignment of the Mentor Teacher shall be finalized by the administrator within twenty (20) workdays of the knowledge that 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 only be assigned one (1) Mentor Teacher at a time. A Mentor Teacher may not be assigned more than two (2) mentees at any one time.
6. The Mentor Teacher assignment shall be for one (1) year. The appointment may be renewed in succeeding years provided the 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.

C. 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. To foster this important relationship among peers, the Board agrees that the mentor shall not be involved in the evaluation process of the mentee other than to assist the administrator, where needed, with the mentee's individualized development plan. In addition, the mentee shall not be involved in the evaluation process of the Mentor Teacher.

D. Release Time.

Both the mentor and mentee will be allowed to take the following release time, upon approval of the building principal, as follows:

4	Half days	First Year
3	Half days	Second Year
2	Half days	Third Year
1	Half day	Fourth Year

If the mentor believes that additional release time is needed, such request should be directed to the building administrator. 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.

Mentees shall be provided with a minimum of fifteen (15) half (1/2) days of professional development induction during their first three (3) years of classroom teaching.

E. Compensation.

A Mentor Teacher shall receive additional annual compensation of three hundred dollars (\$300) per mentee. Such additional annual compensation shall be equally divided among his/her regular paychecks or paid in a lump sum if requested by the mentor teacher.

## ARTICLE XIII Professional Behavior

- A. The BOARD recognizes that the Code of Ethics of the education profession 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 such Code of Ethics of the education profession. Both the BOARD and the educational profession 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 dull the performance of both teachers and students. It shall be the responsibility of the BOARD to work with the Professional Practices Committee (listed in Section C of this Article) in taking all steps necessary to eliminate the developing of negative attitudes.
- B. The ASSOCIATION recognizes that abuses of sick leave or other leave, chronic tardiness or unnecessary absence, willful deficiencies in professional performance, or other violations of discipline by a teacher reflect adversely upon the teaching profession and create undesirable conditions in the school system. The BOARD, in recognition of the concept of progressive correction, shall notify the teacher in writing of alleged delinquencies, indicate expected correction, and indicate a reasonable period of correction. Alleged breaches of discipline or the Code of Ethics of the Education Profession shall be promptly reported to the offending teacher and to the ASSOCIATION and will be referred to the Professional Practices Committee. The ASSOCIATION will use its best efforts to correct breaches of professional behavior by any teacher.
- C. Professional Practices Committee - This committee shall be composed of three (3) elementary and three (3) secondary teachers. Their responsibility shall be to investigate the complaint and, where warranted, to meet and counsel with the teacher and assist in correcting the unprofessional conduct. A list of committee members shall be given to the administration thirty (30) days after the commencement of school.
- D. Public, administrative, or ASSOCIATION charges about a member of the ASSOCIATION shall first be presented to the Professional Practices Committee, which will hear both parties and will make recommendations to the parties as to the course of further action.
- E. A teacher shall at all times be entitled to have present a representative of the ASSOCIATION when he/she is being formally reprimanded, warned, or disciplined for any infraction of rules or delinquency in professional performance. When a request for such representation is made, no action shall be taken with respect to the teacher until such representative of the ASSOCIATION is present.

## ARTICLE XIV 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 teachers 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. A teacher may use such force as is necessary to protect himself/herself from attack or to prevent injury to another student.
- C. A teacher may exclude a pupil from one class 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 intolerable. In such cases, the teacher will furnish the principal, as promptly as his/her teaching obligation will allow, full particulars of the incident in writing and make personal assurance that the pupil is taken to the principal's office. If the principal is not in his/her office, the student will be kept under custody until the period is ended. This procedure may be revised by mutual agreement of both parties.
- D. Suspension of students from school may be imposed only by the BOARD or its designated representative. 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 or other measures short of suspension will be exhausted, whenever possible.
- E. Any case of assault upon a teacher shall be promptly reported to the BOARD or its designated representative. The BOARD will provide legal counsel to advise the teacher of his/her rights and obligations with respect to such assault and shall promptly render all reasonable assistance to the teacher in connection with handling of the incident by law enforcement and judicial authorities.

## ARTICLE XV Instructional Committees and Councils

- A. A Professional Study Committee is hereby established composed of two (2) teachers from the K-6 staff, two (2) teachers from the 7-12 staff, one (1) guidance counselor and the building principals. The building principals will serve as co-chairpersons, the Superintendent will serve in an advisory capacity.
- B. The Professional Study Committee shall meet at least two (2) times per year to study subjects mutually agreed upon relating to the school system.
- C. All reports shall be submitted in writing to the President of the Webberville Education Association and the Superintendent of Schools.

- D. The subjects of study shall include, but not be limited to:
  - 1. Selection and use of textbooks
  - 2. Innovations in teaching methods and techniques
  - 3. Curriculum strategic planning
  - 4. Staff development
  - 5. Accreditation
- E. Voluntary subcommittees may be established as necessary.
- F. The Superintendent shall present recommendations to the BOARD from the Professional Study Committee.
- G. Any recommendation approved by the BOARD shall be communicated to the Committee.

## ARTICLE XVI Grievance Procedure Leading to Arbitration

- A. A claim by a teacher or the ASSOCIATION that there has been a violation, misinterpretation, or misapplication of any provision of this Agreement or any rule, order, or regulation of the BOARD may be processed as a grievance as hereinafter provided.
- 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, either personally or accompanied by his/her ASSOCIATION representative.
- C. If, as a result of the informal discussion with the building principal, a grievance still exists, he/she may invoke the formal grievance procedure through the ASSOCIATION on the form set forth in annexed Appendix E, signed by the grievant and a representative of the ASSOCIATION, which form shall be available from the ASSOCIATION representative in each building. 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 a representative designated by him/her.
- D. Within five (5) calendar days of receipt of the grievance, the principal shall meet with the ASSOCIATION in an effort to resolve the grievance. The principal shall indicate his/her disposition of the grievance in writing within five (5) calendar days of such meeting and shall furnish a copy thereof to the ASSOCIATION.
- E. If the ASSOCIATION is not satisfied with the disposition of the grievance or if no disposition has been made within five (5) calendar days of such meeting (or ten (10) calendar days from the date of filing, whichever shall be later), the grievance shall be transmitted to the Superintendent. Within seven (7) calendar days the Superintendent or his/her designee shall meet with the ASSOCIATION about the grievance and shall indicate his/her disposition of the grievance in writing within five (5) calendar days of such meeting and shall furnish a copy thereof to the ASSOCIATION.



- 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) calendar days of such meeting (or ten (10) calendar days from the date of filing, whichever shall be later), the grievance shall be transmitted to the BOARD 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 two (2) calendar weeks, 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) calendar days thereafter. A copy of such disposition shall be furnished to the ASSOCIATION.
- 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 shall notify the BOARD of its intent to arbitrate the grievance within thirty (30) days after disposition by the BOARD. If within five (5) 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 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 this 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 member.
    - 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 Teacher Tenure Act (Act IV Public Acts, extra session, of 1937 of Michigan as amended).
    - e. Matters involving teacher evaluation.
  4. He/she shall have no power to change any practice, policy, or rule of the BOARD nor to substitute his/her judgment 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.

Both parties agree that the decision of the panel is final and binding and that judgment thereon may be entered in any court of competent jurisdiction.

- I. The time limits provided in this 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 year, 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 and 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 XVII**

### **Professional Qualifications and Assignments**

- A. The BOARD shall make every effort to employ certified teachers and shall endeavor to procure the best qualified person for any vacancy that exists.
- B. The employment of teachers whose certification is based on the Michigan full year permit is to be permitted only in cases of absolute necessity or where the teacher has outstanding credentials. The ASSOCIATION shall be so notified in each instance. The BOARD shall indicate the extent to which it has endeavored to fill the position with a fully certified person. No person whose certification is based on the Michigan full year permit shall be employed in a regular full-time position for more than two (2) consecutive years, except under extreme emergency.

- C. A person with a bachelor's degree who is eligible for the Michigan substitute permit shall be employed only in cases of absolute necessity or where the teacher has outstanding credentials. The ASSOCIATION shall be so notified in each instance. The BOARD shall indicate the extent to which it has endeavored to fill the position with a fully certified person.
- D. Any assignments 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 teacher. Preference in making such assignments will be given to those teachers best qualified for the position. In the event there is an assignment that the BOARD is not able to receive a teacher volunteer, the District may hire from outside the bargaining unit.
- E. The BOARD shall follow, without exception, the State of Michigan Teacher Certification Laws.
- F. To further promulgate the value of hiring capable individuals to fill vacancies that occur in the teaching staff, all teachers shall notify, in writing, the Superintendent of Schools of their desire to return the following year. 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.
- G. Each teacher must record a current teacher's certificate 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.
- H. Persons with less than a Bachelor's Degree who are eligible only for the Michigan Substitute permit shall be employed by the BOARD on a day to day substitute basis and for no more than ninety (90) days per school year, except in cases of extreme emergency.
- I. Teachers shall not be assigned outside the scope of their teaching certificates and their major or minor field of study, except temporarily and for good cause, and the ASSOCIATION shall be so notified in each instance, along with written statement of reasons for such misassignment. Non-certified teachers employed in accordance with School Code Section 380.1233b shall not be assigned outside the position for which they were hired.
- J. Teachers shall be given up to five (5) years of credit for years taught in other school districts.

## ARTICLE XVIII Vacancies, Promotions, and Transfers

### A. Vacancy Definition

A vacancy shall be defined as any opening, either newly created or vacated by a bargaining unit member. A vacancy shall be considered to occur at the time at which the teacher retires, quits, or is terminated, even if other bargaining unit members are on layoff at the time. It is expressly understood that this provision supersedes any other relevant contract terms, particularly the layoff and recall provisions.

- B. All half-time teachers shall be given the option, according to seniority, to fill any full-time vacancy at the beginning of the school year for which he/she is certified.
- C. Philosophically, the BOARD recognizes that it is desirable in making assignments to consider the interests and aspirations of its teachers. Transfers shall only occur when a vacancy exists. Requests by a teacher for transfer to a different class, building, or position shall be made in writing on forms furnished by the Board, one copy of which shall be filed with the ASSOCIATION. The application shall set forth the reasons for transfer, the school, grade, or position sought, and the applicant's academic qualifications. Such requests shall be renewed once each year to assure active consideration by the BOARD.
- D. The ASSOCIATION recognizes that when a vacancy occurs during the school year, it may be difficult to fill it from within the district without undue disruption to the existing instructional program. If the Superintendent in his/her reasonable judgment so determines, such a vacancy may be filled on a temporary or tentative basis until the end of the current semester at which time the position will be considered vacant.
- E. The BOARD supports a philosophy of filling vacancies from within its own teaching staff. Whenever a vacancy arises or is anticipated, the Superintendent shall promptly post notice of same on a bulletin board in each school building for no less than seven (7) calendar days before the position is filled and notify the ASSOCIATION. If the vacancy arises in the summer, prior to August 15, teachers shall be notified in writing no less than fourteen (14) calendar days before the position is filled, and the ASSOCIATION will be notified. If the vacancy arises on or after August 15 but prior to the opening day of school for teachers, teachers shall be notified in writing no less than seven (7) calendar days before the position is filled, and the ASSOCIATION will be notified. Vacancies shall be filled on the basis of the experience, competency, and qualification of the applicant, length of service in the district, and other relevant factors. Any new positions shall be posted with accompanying job descriptions. If the new position is created during the summer, the Superintendent shall promptly notify all staff members in writing. An applicant with less service in the district shall not be awarded such position unless his/her qualifications shall be substantially superior. An involuntary transfer will be made only in case of emergency or to prevent undue disruption of the current instructional program. The Superintendent shall notify the affected teacher and the ASSOCIATION of the reasons for such transfer. The ASSOCIATION and the Superintendent shall work together to minimize involuntary transfers.

- F. The BOARD also supports a philosophy of filling vacancies in supervisory positions from within its own teaching staff. Whenever a vacancy arises or is anticipated, the Superintendent shall promptly post notice of same on a bulletin board in each school building for no less than seven (7) calendar days before the position is filled and notify the ASSOCIATION. If the vacancy arises in the summer, prior to August 15, teachers shall be notified in writing no less than fourteen (14) calendar days before the position is filled, and the ASSOCIATION will be notified. If the vacancy arises on or after August 15 but prior to the opening day of school for teachers, teachers shall be notified in writing no less than seven (7) calendar days before the position is filled, and the ASSOCIATION will be notified. Vacancies shall be filled on the basis of the experience, competency, and qualification of the applicant, length of service in the district, and other relevant factors. Any new supervisory position shall be posted with accompanying job description. If the new position is created during the summer, the Superintendent shall promptly notify all staff members in writing. Webberville teachers who submit applications for supervisory positions within the system will be interviewed and receive consideration with other applicants.
- G. Any teacher who shall be transferred to an administrative or executive position and shall later return to a teacher status shall be entitled to retain such rights as he/she may have had under this Agreement prior to such transfer to supervisory or executive status.

## ARTICLE XIX Compensation

- A. The basic salaries of teachers, guidance counselors, and librarians 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 (6) 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.
- D. Teachers required to substitute on their planning time shall be paid thirty dollars (\$30.00) per hour or shall receive compensatory time equivalent to the time substituted.
- E. The Appendix A salary schedule for the 1997-1998 school year shall be increased by one percent (1%) on the salary schedule, with all increment steps on the 1996-1997 schedule granted.

The Appendix A salary schedule for the 1998-1999 and 1999-2000 school years will be bargained during the month of August, 1998, unless the BOARD agrees to a cost-of-living increase (COLA) as of August 1, 1998 for each of the remaining years covered by this agreement.

- F. 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.
- G. All half-time teachers shall receive the following:
1. Salary prorated according to scale.
  2. Full-time benefits.
  3. All other contractual benefits, including sick days earned at their current rate of proration.

## **ARTICLE XX** **Insurance**

Pursuant to the authority set forth in Section 617 of the School Code of 1955 as amended, the BOARD agrees to furnish to all employees covered by this Agreement the following insurance protection:

- A. The BOARD agrees to provide to all employees the following MESSA-PAK Insurance Program. Each employee shall have the option of selecting either Plan A or Plan B.

**Plan A:** MESSA Super Care I, including sponsored dependents.

MESSA LTD Plan I:  
60 calendar day modified fill  
\$3,500 maximum  
Social Security Freeze  
Alcohol/drug addiction and Mental/nervous same as any other illness  
66 2/3% coverage

Delta Dental Plan: 100-90/90/90:\$1,500  
Negotiated Life: \$30,000 with AD & D  
Vision: VSP-3

**Plan B:** Dental: Same as Plan A  
Vision: Same as Plan A  
LTD: Same as Plan A  
Negotiated Life: \$40,000 with AD & D

In addition, each Plan B subscriber shall have a cash option in lieu of health insurance in an amount equal to the MESSA Super Care I single subscriber premium (as underwritten by Blue Cross/Blue Shield). Employees may invest these funds in MESSA tax-exempt cafeteria options on a salary reduction assignment basis. 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 member chose to invest the additional compensation in a tax-deferred annuity, a salary reduction agreement will be signed by the member and filed with the payroll department. Bargaining unit members 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. Costs related to the administration of benefits under this program shall be borne by the BOARD.

- B. In the event a bargaining unit member is terminated or resigns during the school year, MESSA-PAK benefits for the bargaining unit member and his/her entire family shall be continued by the Employer until the bargaining unit member has received the full pro-rata portion of the twelve (12) month insurance year earned at the time of termination or resignation.
- C. The Employer shall make payment of insurance contributions when due for all persons to assure continuance of coverage during the full twelve month period commencing September 1, and ending August 31 even though the bargaining unit member may not be returning the next school year. The open enrollment period shall be jointly established by the Employer, the Union and MESSA, including opportunities for Summer pre-enrollment and Fall open enrollment and whenever group or individual subsidy amounts change which could affect the benefit package.

Subject to the approval of the insurance carriers, contributions on behalf of the bargaining unit members shall be made retroactively or prospectively to assure uninterrupted participation and coverage. The Employer shall be responsible for providing insurance information including application and claim materials.

## ARTICLE XXI School Calendar

- A. The school calendar will be negotiated each year as part of the contract. Because of the mutual agreement that half days do not offer optimal education, half days will be kept at a minimum. The ASSOCIATION recognizes that the BOARD has the right under Public Act 379, as amended, to establish the first student day of school.
- B. As long as state law requires that schools make up snow days in order to receive full state aid payments, the following shall apply:

Necessary make-up days to meet the state requirement for providing hours of pupil instruction as set forth in Section 380.1284 of the School Code 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	1/2 day
Over 3 hours	Full day

If and when state law changes so that snow days need not be made-up for state aid reimbursement, then the parties will revert to the system used previously.

- 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 days unless such adjustment in the calendar is required by state law for the District to receive state aid. Such required make-up days 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 XXII** **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 contract 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 forth-coming 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 be clothed with 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 XXIII** **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 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 or more teachers are found to have equal status in two (2) and three (3) above, the teacher possessing a Master's degree shall receive the higher ranking on the seniority list.
  5. If two 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 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 both a severance of employment and a break in service; however, seniority is retained if a severance of employment and a break in service is due to layoff or leave of absence.
- B. Seniority Verification Form - 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.

## ARTICLE XXIV Layoff Procedure

A. Before the BOARD makes any necessary reduction in personnel, it will first consult with the ASSOCIATION regarding the effects of such reduction. This will include, but not be limited to, such problems as the criteria used for the determination as to who will be discharged or laid-off and the re-employment rights of such persons.

1. In the event of necessary reduction, the following procedures and conditions shall be observed by the BOARD:

The BOARD shall develop in consultation with the ASSOCIATION a list of necessary staff positions based upon the proposed educational programs of the forthcoming school year. This list shall be developed prior to June 15 of each year for the forthcoming year. Such list shall include types of positions required, i.e., grade level (elementary), subjects (grades 7 through 12), special services (social workers, nurses, special education, diagnosticians, etc.). This list of staff positions shall be published and posted in each building and a copy shall be sent to the ASSOCIATION. Such list shall contain the names of the teachers to be retained as determined by (a) through (e) below.

- a. Teachers shall be placed in positions based on seniority order.
- b. Tenure teachers will be placed in an assignment matching his/her current grade, department, and building based on staffing needs.
- c. If no vacancy exists in the tenure teacher's current grade or department, he/she will be assigned to another grade or department for which he/she is certified. When a choice of grade or department is possible, the teacher being assigned will have his/her choice.
- d. Probationary teachers will be placed in an assignment matching his/her current grade, department, and building based on staffing needs.
- e. If no vacancy exists in the probationary teacher's current grade or department, he/she will be assigned to another grade or department for which he/she is certified. When a choice of grade or department is possible, the teacher being assigned will have his/her choice.
- f. If no vacancy remains in any grade or department for which the teacher is certified, the teacher will be laid off effective the end of the current school year upon written notice made not later than June 30.
- g. Qualifications for placement in a position shall be determined by the valid state teaching certificate(s) or license(s) currently held by the teacher.
- h. The ASSOCIATION shall be notified of the date, time, and place when the above procedures are implemented and related assignments are made.

2. A laid-off teacher shall, upon application, be granted priority status on the district substitute teacher list, such priority being determined according to seniority.
3. Recall Rights
  - a. A laid-off teacher shall be recalled to the first vacancy for which he/she is qualified in reverse order of layoff.
  - b. A laid-off teacher shall be considered laid off until he/she is reinstated in the district, refuses an offer from the BOARD of a position for which he/she is qualified, or fails to respond within fifteen (15) days of its receipt to a written offer of a position made by the BOARD. The teacher must be able to return within thirty (30) days of said receipt.
  - c. Notifications of a recall shall be made in writing, a copy being sent to the ASSOCIATION. The notification shall be sent by certified mail to the teacher's last known address. The teacher is responsible for notifying the district of any change in address which may occur during the period of layoff.
  - d. Recalled teachers shall be entitled to all sickness and leave benefits accumulated at the time of layoff and those existing in the contract at the time of recall.
  - e. A laid off teacher shall lose his/her seniority recall rights and rights to continued employment if he/she is not recalled within four (4) years from the effective date of layoff.
- B. The certification of a teacher to be laid off shall be the certification on file with the BOARD at the time the notice of layoff is sent. The certification of a teacher to be recalled from layoff shall be the certification on file with the BOARD at the time the notification of recall from layoff is sent. It is the teacher's responsibility to notify the BOARD in writing of any corrections or changes.
- C. If, as the result of the fourth Friday count, the District encounters a substantial loss of student enrollment or loss of state aid, the BOARD may request that the ASSOCIATION'S Executive Board temporarily waive or modify the layoff notification requirements of Section A.1. Such request shall be accompanied by appropriate documentation.
- D. Elimination of bargaining unit position after June 30
  1. The parties agree a layoff has occurred whenever there are more bargaining unit members than there are positions available or a position is reduced to less hours of work. If a position is eliminated or reduced after June 30 (due to insufficient enrollment or program elimination), then the member with the least service in the District shall be notified in writing that his/her position has been eliminated, provided there are certified bargaining unit members to fill the remaining positions. The layoff procedure shall be followed as outlined in this Article, Section A.

2. 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 following procedure shall be used for the displacement process.
  - a. When a position is eliminated at a grade or program level, the least senior bargaining unit member in that position shall be notified his/her position has been eliminated and that he/she is displaced. The displaced member shall be informed of any vacant position(s), either newly created or otherwise vacated. The displaced member may request a transfer to any vacant position(s).
  - b. During the displacement process, newly created or otherwise vacated position(s) shall be posted for seven (7) days for all bargaining unit members.
  - c. Any subsequent vacated position(s), arising from internal transfers and caused by the filling of the original vacant position, shall be posted for five (5) days.
  - d. All vacancies shall be filled on the basis of the experience, competency, qualifications of the applicant, length of service in the district, and other relevant factors.
  - e. If there are no internal transfers and staff reassignment would result in the retention of all bargaining unit members, then the certificated teacher with the least seniority shall be assigned to the original vacant position.
  - f. The parties agree that the intent of this staffing process is to retain all currently employed bargaining unit members whenever possible.

## **ARTICLE XXV**

### **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 ten (10) copies 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, 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. Upon termination of services from Webberville Schools, teachers retiring from the teaching profession will receive 50% of their unused sick days up to 250 days (for teachers hired prior to July 1, 1987) or 50 days (for teachers hired on July 1, 1987 or subsequently). [Example: If a teacher, hired prior to July 1, 1987, had accumulated sick days at time of retirement equaling 300, the teacher would be paid for 50% of 250 days. In other words, the teacher would be paid for 125 days. If a teacher, hired on July 1, 1987 or subsequently, 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. The retiree will have the option of receiving the payment within a two (2) year, three (3) year, four (4) year or five (5) year period. By mutual agreement between the retiree and the BOARD payment may be made in one lump sum. Retirement means:
1. Attaining 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 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), or
  4. Any other combination of age and service that would make the retiring (under the retirement system) teacher eligible for retirement under the School Employees Retirement System.

Upon the 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.

- F. The terms and conditions of this contract shall remain in force until a successor Agreement is entered into by the parties concerned.
- G. 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.

## ARTICLE XXVI Teaching Conditions

- A. All ASSOCIATION members shall receive a pass to all school sponsored activities. When teachers do attend athletic events, they will accept, indirectly, the professional responsibility for the discipline of the children.
- B. Assigned parking facilities shall be made available to teachers for their exclusive use. The teachers agree to park in the assigned areas.
- C. The BOARD recognizes that appropriate texts, 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.
- D. The BOARD agrees to procure a substitute for an absent teacher rather than use a regular employee of the school except in an emergency and agrees that every effort will be made not to remove a teacher from his/her regular classroom assignment. By mutual agreement, the ASSOCIATION and the building principal shall resolve emergency situations.
- E. The parties recognize the need for parental involvement as part of the educational process. Parents/guardians who wish to visit a classroom or participate in the educational process shall contact the building principal and make arrangements to do so at least two (2) days in advance of the visit. The building principal shall then provide the teacher with at least twenty-four (24) hours notice of such a visit, unless an exception is granted by the teacher. As provided by law, parents/guardians will not be allowed to visit the classroom when testing is taking place.
- F. Any other visitor must contact the building principal who will consult with the classroom teacher to determine the appropriateness and timing of the visit.
- G. 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, shall be specific regarding the information requested, and shall state the reasons for the request. A copy of the request shall be furnished to the Association 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.
  - 1. All documents, communications or records dealing with a grievance shall be filed separately from the personnel files of participants.
  - 2. All medical records and references to any medical condition shall be kept separate from the personnel file.
- H. Teachers may be excused ahead of time by the building principal.

- I. A minimum of two Wednesdays per month will be set aside for after-school staff meetings. Meetings will last no longer than 4:00 p.m. Meetings are to be announced two (2) days in advance.
- J. Secondary teachers shall have no more than five (5) preparations per year, with an effort made not to assign more than two (2) preparations per semester.
- K. Teachers shall be required to attend six (6) evening meetings per year.
- L. 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.
- M. 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 on a five (5) hour instructional day at the elementary level.
- N. Any function or activity beyond the six (6) required evening meetings shall be compensated at the rate of \$20.00 per event, unless covered elsewhere in the contract.
- O. 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.

**ARTICLE XXVII**  
**Duration of Agreement**

This Agreement shall be effective as of July 1, 1997, and shall continue in effect until June 30, 2000.

WEBBERVILLE EDUCATION ASSOCIATION

WEBBERVILLE BOARD OF EDUCATION

By \_\_\_\_\_  
President

By \_\_\_\_\_  
President

By \_\_\_\_\_  
Secretary

By \_\_\_\_\_  
Secretary

Date \_\_\_\_\_

Date \_\_\_\_\_

## APPENDIX A

### Effective July 1, 1997 1997-1998 School Year Salary Schedule

	BA	BA + 20 Semester Hours	MA	MA + 20 Semester Hours
1	\$27,276	\$27,961	\$28,642	\$29,237
2	\$28,371	\$29,594	\$30,229	\$30,821
3	\$30,673	\$31,851	\$33,327	\$33,921
4	\$32,150	\$33,622	\$35,098	\$35,694
5	\$33,327	\$35,098	\$36,867	\$37,462
6	\$34,674	\$36,595	\$38,524	\$39,120
7	\$35,852	\$38,078	\$40,302	\$40,898
8	\$37,339	\$39,851	\$41,781	\$42,376
9	\$39,120	\$41,194	\$43,262	\$43,858
10	\$40,601	\$42,821	\$45,043	\$45,638
11	\$41,781	\$44,302	\$46,823	\$47,418
	Longevity:	12-16years	\$3,129	
		17-21 years	\$3,643	
		22 + years	\$4,150	

Each longevity increase applies only once in each period indicated. Longevity credit refers to accumulated years of credit accepted by and earned in Webberville Schools.

Upon providing written confirmation of additional hours salary schedule track advancement shall occur at the next regular pay period. Refer to Appendix D.

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.



## APPENDIX B

### Extra Curricular Salary Schedules

- A. Coaches and sponsors will be paid on the appropriate step of the BA schedule. Coaches and sponsors who are new to the system shall be given up to five (5) years credit for their previous experience in an activity.
- B. Teachers currently in the system retain all previous experience credit, and if new to an activity, may transfer up to five (5) years credit.
- C. Teachers currently in the system and under other schedules will be grandfathered on the schedule that they were compensated on during the 1979-1980 school year.

#### Athletics

Head Football	10%	Head Track	8%	Head Baseball	8%
Football Assistants	8%	Track Assistant	5%	Baseball Assistant	5%
		Jr. High Track	3%		
Head Basketball	10%	Cross Country	6%	Golf	5%
JV Basketball	8%				
Freshman Basketball	7%	Softball	8%	Volleyball	8%
Jr. High Basketball	3.5%	Softball Assistant	5%	Volleyball Assistant	5%

#### Class Sponsors

Seniors (2)	6%	8th Grade	1.25%
Juniors (2)	5%	7th Grade	1.25%
Sophomores (2)	2.5%		
Freshman (2)	2.5%		

(The money to be divided evenly between sponsors.)

#### Activities

High School Yearbook	3.0%	Cheerleading	8.0%
Elementary Yearbook	1.5%	(Varsity and Jr. Varsity)	
High School Theater Project	3.5% /project	Cheerleading (7th & 8th grade)	3.5%
High School Theater Assistant	2.0% /project		
Elem. Choral Music Production	2.5% /production	Student Council	4.0%
High School Choral Music	2.75%	Jr. High Student Council	.85%
Marching Band	10.0%	Elem. Student Council	.85%
Ticket Taking (per event)	\$18.00		
Chaperones (per event)	\$12.50	FFA	6.0%
Safety Patrol	.625%	S.A.D.D.	2.0%
Flag Corp	1.5%	S.T.A.N.D.	.85%
National Honor Society	.625%		
Nat'l Jr. High Honor Society	.625%	Mentor Teacher per Mentee	\$300.00
Spanish Club	.625%		
Science Club	.625%		
Library Club	.625%		
Quiz Bowl	1.5%		

# Webberville Community Schools / 1997-1998 Calendar

M T W Th F

M T W Th F

## August

18 19 20 21 [22]  
\*25 26 27 28 (29)

## September

(1) 2 3 4 5  
8 9 10 11 12  
15 16 17 18 19  
22 23 \*24 25 26  
29 30

## October

1 2 3  
6 7 8 9 10  
13 14 15 16 17  
20 21 \*22 23 24  
27 28 29 30 31

## November

3 4 \*5 \*6 (7)  
10 11 12 13 14  
17 18 \*19 20 21  
24 25 26 (27) (28)

## December

1 2 3 4 5  
8 9 10 11 12  
15 16 17 18 19  
(22) (23) (24) (25) (26)  
(29) (30) (31)

▪ = *Evenings*

\* = *Student 1/2 Day*

[ ] = *Teacher Day  
No Students*

( ) = *No School*

— = *End of Quarter/  
Semester*

181 Student Days

183 Teacher Days

Aug. 22 Teachers' first day  
25 Students' first day - 1/2 day- AM  
29 No School

Sept. 1 Labor Day - No School  
24 Student 1/2 day - AM  
Teacher Prof. Dev. - all levels - afternoon

Oct. 22 Teacher Prof. Dev. - all levels - 3:30-6:30 p.m  
31 End of first quarter

Nov. 5 P/T Conferences - all levels - evening  
6 Student 1/2 day - AM  
P/T Conferences - all levels  
- afternoon/evening  
7 No School  
19 Student 1/2 day - AM  
Teacher Prof. Dev. - all levels - afternoon  
27-28 Thanksgiving Recess

## Dec. 22 through Jan. 2 - Winter Recess

Jan. 15-16 Student 1/2 day - AM  
AM Exams / Grades 7-12  
Teacher Records Day - afternoon  
16 End of first semester

Feb. 13-16 President's Day Weekend - No School

March 4 Student 1/2 day - AM  
Teacher Prof. Dev. - all levels - afternoon  
20 End of third quarter  
26 P/T Conferences - all levels - evening  
27 Student 1/2 day - AM  
P/T Conferences - all levels - afternoon

## April 6 through 13 - Spring Recess

April 23 Kindergarten Roundup - No Kindergarten

May 25 Memorial Day - No School

June 4-5 Student 1/2 day - AM  
AM Exams / Grades 7-12  
Teacher Records Day - afternoon  
5 Students' last day - End of second semester  
8 Teachers' last day

## January

(1) (2)  
5 6 7 8 9  
12 13 14 \*15 \*16  
19 20 21 22 23  
26 27 28 29 30

## February

2 3 4 5 6  
9 10 11 12 (13)  
(16) 17 18 19 20  
23 24 25 26 27

## March

2 3 \*4 5 6  
9 10 11 12 13  
16 17 18 19 20  
23 24 25 \*26 \*27  
30 31

## April

1 2 3  
(6) (7) (8) (9) (10)  
(13) 14 15 16 17  
20 21 22 23 24  
27 28 29 30

## May

1  
4 5 6 7 8  
11 12 13 14 15  
18 19 20 21 22  
(25) 26 27 28 29

## June

1 2 3 \*4 \*5  
[8]

# Webberville Community Schools / 1998-1999 Calendar

M	T	W	Th	F		M	T	W	Th	F	
<b>August</b>						<b>January</b>					
17	18	19	20	21	Aug. 24						
[24]	*25	26	27	28	25	Students' first day - ½ day - AM	4	5	6	7	8
31							11	12	13	*14	*15
<b>September</b>					Sept. 4	No School	18	19	20	21	22
	1	2	3	(4)	7	Labor Day - No School	25	26	27	28	29
(7)	8	9	10	11	23	Student ½ day - AM	<b>February</b>				
14	15	16	17	18		Teacher Prof. Dev. - all levels - afternoon	1	2	3	4	5
21	22	*23	24	25	Oct. 21	Teacher Prof. Dev. - all levels - 3:30-6:30 p.m	8	9	10	11	(12)
28	29	30			30	End of first quarter	(15)	16	17	18	19
<b>October</b>					Nov. 4	P/T Conferences - all levels - evening	22	23	24	25	26
			1	2	5	Student ½ day - AM	<b>March</b>				
5	6	7	8	9		P/T Conferences - all levels	1	2	*3	4	5
12	13	14	15	16		- afternoon/evening	8	9	10	11	12
19	20	*21	22	23	6	No School	15	16	17	18	19
26	27	28	29	30	18	Student ½ day - AM	22	23	24	*25	*26
<b>November</b>						Teacher Prof. Dev. - all levels - afternoon	29	30	31		
2	3	*4	*5	(6)	26-27	Thanksgiving Recess	<b>April</b>				
9	10	11	12	13						1	(2)
16	17	*18	19	20	Dec. 21 through Jan. 1 - Winter Recess		(5)	(6)	(7)	(8)	(9)
23	24	25	(26)	(27)	Jan. 14-15	Student ½ day - AM	12	13	14	15	16
30						AM Exams / Grades 7-12	19	20	21	22	23
<b>December</b>						Teacher Records Day - afternoon	26	27	28	29	30
	1	2	3	4	15	End of first semester	<b>May</b>				
7	8	9	10	11	Feb. 12-15	President's Day Weekend - No School	3	4	5	6	7
14	15	16	17	18			10	11	12	13	14
(21)	(22)	(23)	(24)	(25)	March 3	Student ½ day - AM	17	18	19	20	21
(28)	(29)	(30)	(31)			Teacher Prof. Dev. - all levels - afternoon	24	25	26	27	28
▪ = Evenings					19	End of third quarter	(31)				
* = Student ½ Day					25	P/T Conferences - all levels - evening	<b>June</b>				
[] = Teacher Day No Students					26	Student ½ day - AM		1	2	3	*4
() = No School						P/T Conferences - all levels - afternoon	*7	[8]			
— = End of Quarter/ Semester					April 2 through 9 - Spring Recess						
181 Student Days					April 27	Kindergarten Roundup - No Kindergarten					
183 Teacher Days					May 31	Memorial Day - No School					
					June 4-7	Student ½ day - AM					
						AM Exams / Grades 7-12					
						Teacher Records Day - afternoon					
					7	Students' last day - End of second semester					
					8	Teachers' last day					

# Webberville Community Schools / 1999-2000 Calendar

**M T W Th F**

**M T W Th F**

**August**

16 17 18 19 20  
 [23] \*24 25 26 27  
 30 31

**September**

1 2 (3)  
 (6) 7 8 9 10  
 13 14 15 16 17  
 20 21 \*22 23 24  
 27 28 29 30

**October**

1  
 4 5 6 7 8  
 11 12 13 14 15  
 18 19 \*20 21 22  
 25 26 27 28 29

**November**

1 2 \*3 \*4 (5)  
 8 9 10 11 12  
 15 16 \*17 18 19  
 22 23 24 (25) (26)  
 29 30

**December**

1 2 3  
 6 7 8 9 10  
 13 14 15 16 17  
 (20) (21) (22) (23) (24)  
 (27) (28) (29) (30) (31)

▪ = *Evenings*

\* = *Student 1/2 Day*

[ ] = *Teacher Day  
 No Students*

( ) = *No School*

— = *End of Quarter/  
 Semester*

*181 Student Days*

*183 Teacher Days*

Aug. 23 Teachers' first day  
 24 Students' first day - ½ day - AM  
 Sept. 3 No School  
 6 Labor Day - No School  
 22 Student ½ day - AM  
 Teacher Prof. Dev. - all levels - afternoon

Oct. 20 Teacher Prof. Dev. - all levels - 3:30-6:30 p.m  
 29 End of first quarter

Nov. 3 P/T Conferences - all levels - evening  
 4 Student ½ day - AM  
 P/T Conferences - all levels  
 - afternoon/evening  
 5 No School  
 17 Student ½ day - AM  
 Teacher Prof. Dev. - all levels - afternoon  
 25-26 Thanksgiving Recess

**Dec. 20 through Jan. 3 - Winter Recess**

Jan. 13-14 Student ½ day - AM  
 AM Exams / Grades 7-12  
 Teacher Records Day - afternoon  
 14 End of first semester

Feb. 18-21 President's Day Weekend - No School

March 1 Student ½ day - AM  
 Teacher Prof. Dev. - all levels - afternoon  
 17 End of third quarter  
 23 P/T Conferences - all levels - evening  
 24 Student ½ day - AM  
 P/T Conferences - all levels - afternoon

**April 3 through 7 - Spring Recess**

April \_\_\_ Kindergarten Roundup - No Kindergarten  
 21 Good Friday - No School  
 24 No School

May 29 Memorial Day - No School

June 6-7 Student ½ day - AM  
 AM Exams / Grades 7-12  
 Teacher Records Day - afternoon  
 7 Students' last day - End of second semester  
 8 Teachers' last day

**January**

(3) 4 5 6 7  
 10 11 12 \*13 \*14  
 17 18 19 20 21  
 24 25 26 27 28  
 31

**February**

1 2 3 4  
 7 8 9 10 11  
 14 15 16 17 (18)  
 (21) 22 23 24 25  
 28 29

**March**

\*1 2 3  
 6 7 8 9 10  
 13 14 15 16 17  
 20 21 22 \*23 \*24  
 27 28 29 30 31

**April**

(3) (4) (5) (6) (7)  
 10 11 12 13 14  
 17 18 19 20 (21)  
 (24) 25 26 27 28

**May**

1 2 3 4 5  
 8 9 10 11 12  
 15 16 17 18 19  
 22 23 24 25 26  
 (29) 30 31

**June**

1 2  
 5 \*6 \*7 [8]

**APPENDIX D**  
**Salary Lane Change Guidelines**

- A. Credit for hours earned after the BA will begin after the date of the teacher's certificate.
- B. The bargaining unit member 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 member's employment with the District, the bargaining unit member shall seek advance approval in writing from the Superintendent whose decision shall be final.
- D. It shall be the bargaining unit member'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 member 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.

**APPENDIX D-1**  
**Credit Approval for Track Advancement**

It is mutually agreed by the Webberville Community Schools and the Webberville Education Association that the following will govern in determining eligible credited hours for track advancement on the salary schedule:

The Superintendent must pre-approve all college credits or continuing education credits for eligibility towards track advancement on the salary schedule. College credits or continuing education credits which pertain to or enhance a teachers present teaching assignment or credits in the field of education will be considered for salary advancement.

Name \_\_\_\_\_ Teaching Assignment \_\_\_\_\_ Date \_\_\_\_\_

I am applying for approval of the following college credit or continuing education credit for track advancement on the salary schedule.

Course number and title \_\_\_\_\_ Dept. \_\_\_\_\_ Credits \_\_\_\_\_

Course description \_\_\_\_\_

Reason for taking course \_\_\_\_\_

Location \_\_\_\_\_ Instructor \_\_\_\_\_

Institution granting credit \_\_\_\_\_

Beginning date \_\_\_\_\_ Completion date \_\_\_\_\_

Teacher signature \_\_\_\_\_ Date \_\_\_\_\_

APPROVAL GRANTED \_\_\_\_\_  
APPROVAL DENIED \_\_\_\_\_

Superintendent signature \_\_\_\_\_ Date \_\_\_\_\_

Grade received: Grade \_\_\_\_\_  
Passed \_\_\_\_\_  
Failed \_\_\_\_\_

Please, one sheet for each class

**APPENDIX D-2**  
**Salary Lane Change Request**

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 +20 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 adjustment(s) 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.

Faculty Member \_\_\_\_\_

Date \_\_\_\_\_

***For Office Use Only***

<b>Previous:</b>	Lane _____	Step _____	Salary _____
<b>New:</b>	Lane _____	Step _____	Salary _____
Approved <input type="checkbox"/>	Disapproved <input type="checkbox"/>	_____	
		Superintendent of Schools	

## *Letter of Agreement*

The Webberville Community Schools (District) and the Webberville Education Association (Association) mutually enter into this Letter of Agreement.

The District and the Association mutually agree to the following change in the Schedule B percentage amount for both the junior and sophomore class sponsor. Both the junior and sophomore class sponsor will now be paid 3.75%. The change in the percentage amount reflects the changed responsibilities for both sponsorships.

This agreement as contained herein shall be effective through the duration of the contract, which expires on June 30, 2000.

Webberville Community Schools

Webberville Education Association

Therese Peterson  
Therese Peterson, Superintendent

Leslie S. Bohnett  
Leslie Bohnett, WEA President.

9-21-98  
Date

9-21-98  
Date





**APPENDIX E**  
**Grievance Report Form**

Grievance # \_\_\_\_\_

School Year \_\_\_\_\_

Distribution of Form:  
Teacher  
Association Representative  
Principal  
Association President  
Superintendent  
Board of Education (Level 3)

---

**LEVEL ONE/FIRST STEP - INFORMAL DISCUSSION WITH BUILDING PRINCIPAL**

Date of meeting \_\_\_\_\_

**LEVEL ONE/SECOND STEP - FORMAL GRIEVANCE FORM FILED WITH PRINCIPAL**

Date of meeting \_\_\_\_\_  
(Meeting to occur within 5 calendar 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 \_\_\_\_\_

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

---

---

---

---

Signature of Principal \_\_\_\_\_ Date \_\_\_\_\_

**LEVEL TWO - SUPERINTENDENT**

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

Date of discussion with Superintendent \_\_\_\_\_  
(Meeting to occur within 7 calendar days of receipt of grievance.)

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

---

---

---

---

Signature of Superintendent \_\_\_\_\_ Date \_\_\_\_\_

**LEVEL THREE - BOARD OF EDUCATION**

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

Date of discussion with Board of Education \_\_\_\_\_  
(next regular meeting or 2 calendar weeks, whichever is later)

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

---

---

---

---

Signature of Board President \_\_\_\_\_ Date \_\_\_\_\_

**LEVEL FOUR - ARBITRATION**

Date submitted to arbitration (within 30 calendar days of Board decision) \_\_\_\_\_



100



100



