

4154

8/31/99

# **AGREEMENT**

*by and between*

**Western School District**

*and*

**Western Education  
Association  
JCEA/MEA/NEA**

**September 1, 1997 -- August 31, 1999**

*Western School District*

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# **AGREEMENT**

## **Board of Education of Western School District of Jackson County**

### **Western Education Association/ Jackson County Education Association**

#### **ARTICLE I: RECOGNITION AND RIGHTS OF THE ASSOCIATION**

- A. The Board hereby recognizes the Jackson County Education Association as the sole and exclusive bargaining agent for all professional personnel upon employment or employed under a written contract, or on leave, but excluding substitutes, superintendent, assistant superintendent, business manager, principals, assistant principals, athletic director, and adult and community education personnel. The community and adult education counselor will remain in the WEA. Such representation shall cover all personnel assigned to newly created professional positions unless the Board and the Jackson County Education Association agree in advance that such positions are principally supervisory and administrative. Teachers regularly contracted for less than the minimum hours per day stated in this Agreement or for less than the full school year but more than forty-six (46) continuous days in the same position are entitled to all the benefits and responsibilities of this Agreement as may be appropriate except that salary and fringe benefits in Appendix A, paid leaves of absence, or other emoluments shall be pro-rata as to full time employment. MESSA PAK insurance benefits will not be available to employees who work less than 90 days. Substitute teachers temporarily replace bargaining unit members.

The term "teacher" when used in this Agreement shall mean those professional employees represented by the Jackson County Education Association as defined above.

- B. The Board and the Western Education Association/Jackson County Education Association mutually agree to make available to the other, upon request, any and all available information, statistics, and records relevant to negotiations, or necessary for the proper enforcement of this Agreement. Nothing contained in this section shall be construed to require that the Board provide such information in any form other than it would normally be provided to the Board. Nor shall the Western Education Association/Jackson County Education Association be required to provide such information in any form other than would normally be provided to its Executive Board.
- C. The Board agrees to allow the Western Education Association the use of school building rooms for regular and special meetings provided that adequate clearance of such meeting is given by the building principal so concerned. The Western Education Association also has the privilege of using the school mailbox system for distribution of Western Education Association/Jackson County Education Association correspondence. If additional custodial or maintenance costs results from such usage,

the Western Education Association shall promptly reimburse the Board for reasonable direct additional costs.

- D. In order to minimize misunderstanding and facilitate smooth operation of this Agreement or other appropriate areas of mutual concern, the Superintendent of schools and/or other representatives of the Board shall meet monthly with officers of the Western Education Association, their representatives and/or the negotiating committee of the Jackson County Education Association.
- E. The members of the Western Education Association agree that they will give their best efforts to their teaching duties and to make such duties their primary interest. A teacher shall not make commitments to another employer if such commitments may interfere with their primary teaching duty and other compensatory responsibilities of that teacher to the Western School District.
- F. It is expected that the Board and Western Education Association members will fulfill all contractual obligations.
- G. The Board of Education shall provide space for a filing cabinet and allow the Western Education Association the use of a phone for local calls.
- H. The Western Education Association recognizes that abuses of sick leave or other leaves, chronic tardiness or abuses, 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 building. 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 for correction. Alleged breaches of discipline shall be reported to the offending teacher within a reasonable time after it becomes known by the administrator. The following steps shall be followed in progressive correction: verbal warning, written reprimand, suspension with pay, suspension without pay, and discharge. In certain circumstances, the nature of the offense may warrant bypassing any of these steps, or immediate discharge for the first offense. The Western Education Association will use its best efforts to correct breaches of professional behavior by any teacher.
- I. A teacher shall be entitled, if they request, to have present a representative of the Western Education Association/Jackson County Education Association when the teacher is being reprimanded, warned or disciplined for any infraction of rules or delinquency in professional performance when such reprimand, warning or discipline shall become part of the teacher's personnel file. When a request for such representation is made, no action shall be taken with respect to the teacher until such representative of the Western Education Association/Jackson County Education Association is present. If a representative on the Western Education Association/Jackson County Education Association is not available within five (5) school days, then the administration may proceed with such reprimand, warning or discipline.

- J. No teacher shall be disciplined, reprimanded or reduced in rank or compensation without just cause. Any such action other than failure by the Western Board of Education to grant continuation of employment to a non-tenured teacher in his/her first or second year of probationary status shall be subject to the professional grievance procedure hereinafter set forth; or, if covered under the Tenure Act, the teacher may elect to follow the procedures of either the grievance process or the Tenure Act, but not both. In unique or unusual circumstances when a decision after two (2) years of probationary employment might result in non-grievance dismissal, the Board of Education may request the approval of the Western Education Association/Jackson County Education Association to extend a third year of continued employment to a teacher whose employment was otherwise in jeopardy. The Board is under no obligation to offer a third year of employment and the WEA/JCEA is under no obligation to approve such an extension. All parties agree that a teacher whose employment is extended a third year under such an agreement shall likewise be subject to non-grievable dismissal if he/she is deemed unsatisfactory at the conclusion of that third year of probation. The Board of Education is specifically prohibited and the Association is specifically denied the availability of any extension past the third year of probation. All information forming the basis for disciplinary action will be made available to the teacher and the Western Education Association/Jackson County Education Association upon request.
- K. The Western Education Association shall be duly advised by the Board of fiscal, budgetary, tax, or legislative problems and programs affecting the district which are proposed or under consideration by the Board. The Board shall make every reasonable effort to provide the Western Education Association the opportunity, in advance, to consult with the Board with respect, thereto, prior to general publication by the Board of any decision of such matters. The Western Education Association recognizes its responsibilities to give every possible assistance to the Board in regard to fiscal, tax, legislative, and other such programs that affect the support of the school system.
- L. The Western Education Association recognizes that the Board is the sole determinant of the curriculum. The Board recognizes that the classroom teacher must, in the final analysis, implement changes in the school curriculum. To facilitate a better understanding of curriculum change and to permit those directly responsible for implementing change, an opportunity shall be provided for discussion of curriculum change with the administration. Any interested teacher may volunteer to work on curriculum change and will be encouraged to do so by the Board and the Western Education Association.
- M. Teachers are not required to live within the Western School District and may live any reasonable distance from their job assignments. However, distance from the job assignment or other difficulties in getting to the job assignment cannot be considered a reason or an excuse for failure to meet any of the professional tasks or responsibilities of the teacher.

## **ARTICLE II: RIGHTS OF THE BOARD**

- A. The Board, on its own behalf and on behalf of the electors of the district, hereby retains and reserves unto itself, without limitations, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of Michigan, and of the United States, including, but without limiting the generality of the foregoing, the rights:
1. To the executive management and administrative control of the school system and its properties and facilities and the activities of its employees;
  2. To hire all employees and, subject to the provisions of the law, to determine their qualification and the conditions for their continued employment, or their dismissal or demotion, and to promote, and transfer all such employees;
  3. To establish grades and courses of instruction, including special programs, and to provide for athletic, recreational and social events for students, all as deemed necessary or advisable by the Board;
  4. To decide upon the means and methods of instruction, the selection of textbooks and other teaching materials, and the use of teaching aids of every kind and nature;
  5. To determine class schedules, the hours of instruction, and the duties, responsibilities by the Board, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this Agreement, and then only to the extent such specific and express terms hereof are in conformance with the Constitution and laws of the State of Michigan and the Constitution and laws of the United States.

## **ARTICLE III: SCHOOL YEAR**

For the term of this agreement, teachers shall be under contract to teach 183 days in 1997-1998 and 185 days in 1998-1999 and shall be employed by the District for 187 days in 1997-1998 and 189 days in 1998-1999.

## **ARTICLE IV: TEACHING HOURS, WORKING CONDITIONS, AND CLASS LOADS**

### **A. Teaching Hours and Working Conditions**

1. The contract day is defined as seven (7) hours and ten (10) minutes. Teachers shall be required to work seven (7) hours and ten (10) minutes each contract day. During such times, teachers shall be in the classroom or available for professional duty.

2. Pilot or experimental programs will not violate this agreement in any way, except with mutual agreement between the Western Board of Education and the Association. Pilot or experimental programs will/shall not exceed three (3) years in duration.

3. **Secondary**

- a. The daily load in the high school grades 9-12, will not exceed an average of six (6), fifty-two (52) minute periods and one (1) conference and preparation period for the contract year.

Teachers whose contractually specified preparation time is not assigned during the contractual school day will be compensated for their preparation time at the appropriate prorated teacher rate.

This provision requires the affected teacher's permission.

Additionally, the Board agrees to notify the Association when such assignments are contemplated. The Board agrees to not eliminate teaching positions via this provision. Every reasonable effort will be made to employ additional staff when possible.

- b. The daily teaching load in the middle school, grades 6-8, will not exceed an average of six (6), forty-eight (48) minute class periods, a block of time (not to exceed twenty-seven (27) minutes) that will be mutually planned and implemented, and one (1) equivalent period for preparation. The block of time is to be utilized for such activities as homeroom, school improvement goals, SQUIRT, assemblies, announcements, MAP, etc. Teachers will not be responsible to plan use for this time nor be responsible for grading students during this time block. They can be expected to instruct students using materials that have been designed and delivered to the staff.
- c. The Board and the Western Education Association agree that teachers in grades 6-12 should not have more than three (3) preparations. Guided assistance periods shall not count as a preparation. Every effort will be made in scheduling to comply with this limitation. However, at no time shall a teacher have more than four (4) preparations without his/her prior consent - excluding the departments of music, business, and home economics; and in addition, in the middle school, industrial arts and art. The Board and the Association agree to waive these limitations for foreign language classes.
- d. The Board and the Western Education Association agree that a middle school/high school teacher shall not be initially scheduled for more than 153 student contacts each day by the first Friday of each semester. Guided assistance students will not be counted against the 153 student maximum. The Association recognizes that there may be some occasions

which may necessitate deviations from this limitation after the start of school. Should the number of student contacts increase beyond 153 after the start of school, the parties agree that there will be a conference of middle school/high school administrative staff, the Association building representative, the involved teacher together with any potentially involved teachers. This conference, which will be held no later than December, will review and discuss possible alternatives to reduce the number of student contacts to 153 or less to take effect the next semester. Any teacher so affected will be afforded the option of requesting an assignment change (a change of a class period(s) with another teacher) within their major or minor to reduce their student contacts to the required number of 153 or less. This language shall not apply to the band, choir and P.E. classes.

- e. In the event the number of student contacts exceed 145, each teacher so affected shall be provided an additional one-half (1/2) day each semester. This will be provided by some means mutually agreed upon by the Western Education Association and the Board.
- f. Assignment to a guided assistance period and/or other assigned teacher-pupil contact duties shall be considered a teaching period for the purpose of this Article.

**4. Elementary**

- a. The weekly teaching load in elementary school will not twenty seven (27) hours and five (5) minutes of classroom instruction per week. In addition, elementary teachers shall use for conferences and preparation all times during which their classes are receiving instruction from various certified music and physical education teaching specialists. Such relief period will be included in the requirement of the contract day.
- b. Elementary teachers who are assigned to a combination class of two (2) grade levels (i.e. 3/4, 4/5 combinations, etc.) shall be provided with a half-time teacher paraprofessional. The teacher shall have input in the selection of the teacher paraprofessional, when that input is not in conflict with the paraprofessional's contractual rights.
- c. All teachers will have a duty-free, uninterrupted lunch period of equivalent length to that of their pupils, but in no case shall such lunch period be less than twenty-five (25) minutes.
- d. Elementary teachers will be provided an average of at least forty-eight (48) minutes per day for planning. Such time may be the result of "specials," an extended lunch period and time in excess of high school M.S. teachers before or after the school day. Under an emergency condition, two (2) teachers will assist in supervising recess activities. The district agrees to implement sufficient specials (i.e., music, art, physical

education, etc.) and provide sufficient lunch hour supervision to provide the planning-preparation time as specified herein and to meet prior to each school year with representatives of the Association to discuss various alternatives for time utilization. The final decision of scheduling "specials" shall remain the province of the Board, as long as the released time for teachers meets the minimum as stated above.

**5. All Levels**

- a. Teachers are expected to provide supervision of students at all times during the school day, except those designated duty free.
- b. All teachers shall attend staff meetings called by the administration as a regular part of their teaching duties. Excused absences from these meetings shall be limited to unforeseen emergencies and graduate classes scheduled for the corresponding time. These meetings shall not be called before the teacher's regular starting time unless mutually agreed upon. Their frequency shall not exceed one (1) per month except in extreme or emergency conditions. The duration shall not exceed one (1) hour except by majority vote of the teachers present at that meeting.
- c. Teachers shall not be required to report to their respective buildings on days when school is closed because of inclement weather and shall be duly notified via authorized radio and television stations.
- d. In the event the opening of school is delayed due to inclement weather, the authorized radio and television stations shall be notified. Teachers shall not be required to report to work until the time announced for students reporting.
- e. In the event of a partial closing of a building, all teachers shall be expected to report to their building provided that the safety or comfort of teachers be fully considered.
- f. The Board will not require a teacher to maintain, instruct or supervise students in a classroom facility which is constructed or equipped in violation of any standards set forth in any pursuant to MCLA 388;851, (Construction of School Buildings), nor will the Board require a teacher to maintain, instruct or supervise students in a classroom facility that does not meet the Michigan Occupational Safety Health Act, P.A. 154 of the Public Acts of 1974.

**B. Mentor Teachers**

1. A Mentor Teacher shall be defined as a Master Teacher as identified in section 1526 of the School Code and shall perform the duties of a Master Teacher as specified in the code. The Mentor Teacher shall be a member of the bargaining unit.

2. Each teacher or other bargaining unit member in his/her first three (3) years in the classroom shall be assigned a Mentor Teacher by the administration. The Mentor Teacher shall be available to provide professional support and guidance. The purpose of the mentor assignment is to provide a peer who can offer assistance, resources, and information in a non-threatening collegial manner.
3. A Mentor Teacher shall be assigned in accordance with the following:
  - a. The Mentor Teacher shall be a tenured member of the bargaining unit.
  - b. Participation as a Mentor Teacher shall be voluntary.
  - c. The district shall immediately notify the Association of those members requiring a mentor assignment or any affected member whose classroom assignment has changed.
  - d. The administration shall 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 Administration within twenty (20) work days after the notification.
  - e. Every effort will be made to match Mentor Teachers and Mentees who work in the same building and have the same or similar area of certification. Where possible, the Mentor Teacher and Mentee shall be assigned common preparation time.
  - f. Mentors shall only be assigned one (1) Mentee at a time.
  - g. The Mentor Teacher assignment shall be for only one (1) year subject to review by the Mentor Teacher and Mentee after the first semester. The appointment may be renewed in succeeding years. Either party can request a change in their Mentee/Mentor assignment at any time. Such request shall be granted. Only one such request shall be made during any school year.
4. Because the purpose of the Mentor/Mentee match is to acclimate the new teacher to teaching and to provide the Mentee with the necessary assistance to offer quality instruction, the Board and the Association agree the relationship shall be confidential and shall not, in any fashion, be a matter included in the evaluation of the Mentor Teacher or the Mentee. Neither the Mentor Teacher nor the Mentee shall be permitted to participate in any matter related to the evaluation of the other.
5. The Mentor and Mentee may be given up to three (3) days per school year, at the discretion of the Administration, to work together on professional development, plan curriculum, attend conferences, etc.

6. In addition, Mentees shall be provided with a minimum of fifteen (15) days of professional development during the first three (3) years of classroom teaching. When possible, professional development shall be scheduled within the parameters of the regular work day and work year. Any time outside of the regular work week and/or work year, the Mentor shall be compensated, and pro-rated if necessary, at the district's current substitute teacher pay.

**C. Medically Fragile/Least Restrictive Environment**

It is in the interest of both parties to jointly establish and implement procedures, guidelines and working conditions to promote the quality of education for special students enrolled in the Western School District. To that end, those procedures, guidelines, and working conditions will be mutually decided and updated as needs arise and will be enforceable through the grievance procedure.

1. Teachers are encouraged to participate in the IEPC's and data reviews. Consistent with this encouragement;
  - a. a listing of IEPC meetings and data reviews will be circulated to all teachers,
  - b. a teacher who would like to participate will notify the appropriate administrator in a timely manner, and
  - c. the administrator will notify the ISD teacher consultant with sufficient time to schedule the meeting at a time appropriate to staff availability.
2. When a teacher feels a need for training, the matter should be discussed with the principal. If determined that training is needed, the training will be provided at the earliest date possible.
3. The administration will keep staff apprised of special education training events.
4. Any teacher desiring so, may request a "data review" or "staffing" on any special education student. When requested, these meetings will be held as expeditiously as they can reasonably be scheduled.
5. Teachers will receive a "Special Education Student Information Form," as used in the Middle School, prior to the student receiving instruction in their classroom.
6. It is specifically agreed that the teacher is the instructional professional and is not designated as the health care provider.
7. Within the first two weeks of each school year, the district will provide a substitute for each special education teacher who has a student on that case load.

**D. Americans with Disabilities Act (ADA):** The Board and the Association recognize their respective responsibilities to comply with the American with Disabilities Act

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(ADA) or other similar federal or state legislation, including steps needed in order to reasonably accommodate an employee's disability or such as, but not limited to, restructuring a job or position, reallocating or redistributing job functions or requirements, altering when or how job functions are performed, creating modified or part-time work schedules, granting preference in work schedules or shifts, creating flexible leave policies, providing disabled employees with transfers or reassignments to vacant positions and providing benefits that may be necessary to reasonably accommodate disabilities.

**E. Communicable Disease Control Policy: Blood Borne Pathogens**

1. The Board shall provide the Association, as soon as possible, with a copy of its Exposure Control Plan and any changes to it.
2. The Board shall provide, at no cost to the employee, Hepatitis B vaccine to all Category I employees as identified in the District Plan.
3. The District shall provide, within twenty-four (24) hours, the Hepatitis B vaccine shots to those employees who have an occupational exposure to blood or other potentially infectious materials.
4. Each employee shall have the right to appeal the determination made by the district regarding the employee's reasonable expectation of exposure to blood borne pathogens or other infectious materials and the availability of the Hepatitis B vaccine. The District shall provide a process for this appeal.
5. The District shall provide, where appropriate, personal protective equipment, such as gloves, at no cost to the employee.
6. The District shall provide labels for all containers of regulated waste, refrigerators, and freezers containing blood or other potentially infectious material, and other containers used to store, transport or ship blood or other potentially infectious materials.
7. The District shall ensure that all employees, with occupational exposure to blood borne pathogens or other infectious materials, participate in a training program. The training program shall be of no cost to employees and offered during working hours. Training shall be provided at the time of initial assignment to tasks when occupational exposure may take place and whenever there is a change in circumstances.

**F. Sexual Harassment:** Sexual harassment is a form of employee misconduct which undermines the integrity of the employment relationship and is therefore a prohibited practice in the Western School District. Sexual harassment refers to behavior which is not welcome, and which interferes with the work effectiveness of its victims and the co-workers. Individuals who experience sexual harassment from co-workers or others should make it clear that such behavior is offensive to them and may file a complaint

with the complaint officer appointed by the superintendent, pursuant to Board Policy 4116.14.

G. **School Improvement Teams:** The Western Education Association and the Board endorse the concept of School Improvement Teams, as set forth in P.A. 25, as a vehicle to improve the quality of education in the Western School District. We agree that:

1. the composition and structure of these teams may vary from building to building and from year to year;
2. teachers are encouraged to participate on their School Improvement Teams, yet participation is on a voluntary basis;
3. participation in the school improvement process is open to anyone desirous of participating; and
4. a teacher's non-participation on a School Improvement Team will not negatively affect a teacher's evaluation.

H. **Class Load:** The Board and the Western Education Association/Jackson County Education Association agree that initial class enrollments, including guided assistance, will not exceed twenty-eight (28) pupils per class by Friday of the first week of each semester. Exceptions to this provision include:

1. The Board and the Western Education Association/Jackson County Education Association agree that class enrollments by the Friday of the first week of the school year will not exceed twenty-six (26) pupils per class grades K-1. An allowance of one (1) additional student per class during the course of the academic year is permitted.
2. **Young Fives.** Young Fives will not be initially, by the Friday of the first week of the school year, scheduled for more than fifteen (15) students per section. If numbers reach seventeen (17), a teacher paraprofessional will be hired. Under no circumstances will a Young Fives class exceed twenty (20). Students will be scheduled for Young Fives' classes only after consultation with the teachers involved.
3. An allowance of three (3) additional students per class during the course of the academic year is permitted in grades 2-12.
4. Art, typing, industrial arts, home living, science, physical education, etc., will be limited by teaching stations and equipment.
5. Classes of an experimental nature, approved under Article I, D.
6. Special or emergency situations, approved under Article I, D.
7. **Balancing.** A standing committee of three (3) Board representatives and three (3) representatives chosen by the WEA will meet when classes of a similar

nature (in a fourth grade, senior English, ninth grade math, etc.) are not balanced within a range of four (4) students district wide. Classes in grades 7-12 shall be balanced each semester. K-6 classes shall be balanced each school year.

No elementary student whose placement would create such an imbalance will be placed in a classroom until the principal has explored alternate reasonable placements with the Elementary Coordinator and the transportation department. If no reasonable alternative exists for such imbalance or placement, the standing committee will meet to develop all feasible remedies in an attempt to achieve the specified balance.

8. Whenever more than three (3) EMI/EI students are scheduled into a classroom at the same time, a meeting between the principal, the affected teacher, appropriate special education teacher(s), and the Jackson County Intermediate School District teacher consultant must be held prior to the student's first day in the class to facilitate the smoothest and most educationally appropriate entry which is reasonably possible.
9. Prior to the close of school each school year, teachers, other than newly appointed and substitute teachers, shall be notified in writing of their tentative program for the coming year, including the schools to which they will be assigned, the grades and/or subjects that they will teach, any special or unusual classes that they will have and including tentative class lists for the elementary grades.

Teachers affected by any subsequent changes in assignment shall be consulted, if possible, and any change in assignment will be made according to the provisions of Vacancies, Promotions and Transfers. In the event such change comes within sixty (60) days of the start of the ensuing school year, the teacher may resign from the school district without penalty to his/her tenure status.

10. 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 Western Education Association shall be so notified in each instance, along with written statement of reasons for such assignment.
11. All teachers will provide an official transcript within one (1) month following commencement of employment or wages will be withheld until transcript is provided.

## **ARTICLE V: LEAVES OF ABSENCE**

- A. **Child Care:** A leave of absence shall be granted to any teacher for the purpose of child care. Child care leave shall be for specific reason, including prolonged illness of a child, post-natal care, serious emotional or psychological illness, adoption, etc. Said leave shall commence upon the request of the teacher. It is further provided that:

1. Generally, teachers shall be reinstated to a position in the level he/she left (DK-2, 3-5, 6-8, 9-12). If the District is facing a layoff situation, or reinstatement of the teacher to the level he/she left would cause a layoff, or there are no positions available at the level the teacher left, the process in Article VIII, shall be utilized.
2. The initial leave period may be for the duration of the semester when leave was granted plus two (2) consecutive semesters excluding the summer semester. The leave may be extended for one (1) additional school year by the written request of the teacher.
3. Child care leave may be terminated upon the request of the teacher. Before commencement of the leave, the teacher must identify a date of intended return. The Board shall satisfy this requirement by returning the teacher to work within thirty (30) days of his/her request date.
4. The granting of such a leave will not be a break in service. Further accumulation of seniority, however, for the period of the leave, shall only occur if the teacher to whom the leave was granted, works a minimum of eighteen (18) weeks during the school year. If such a teacher works eighteen (18) or more weeks, a full year's seniority shall accrue. If such a teacher works less than eighteen (18) weeks, only that time which the teacher worked shall accrue as seniority.

B. **Medical Leave:** A leave of absence shall be granted to any teacher for the purpose of medical leave. Said leave shall commence upon request of the teacher and with medical verification. It is further provided that:

1. The reinstatement shall be to the teacher's former position.
2. The initial leave period may be for the duration of the semester when leave was granted plus one (1) consecutive semester excluding a summer semester.
3. A disabled teacher may terminate said leave at his/her option, and may return to his/her position if he/she is physically able to adequately perform his/her teaching responsibilities. The Board shall satisfy this requirement by returning the teacher to work within thirty (30) days of his/her requested date.
4. The granting of such leave will in no way interrupt seniority and rights attended thereto. Seniority will accrue for a full year during which time the leave was granted, providing they work at least a full semester.
5. Continuation of insurance benefits will be provided during the initial leave period to a maximum of four (4) months.
6. A disabled teacher may convert from paid sick leave to medical leave upon written notice to the Superintendent. When the medical leave is for maternity purposes, a teacher may apply for a child care leave in accordance with Section A of this article. Such child care leave will commence when the teacher is physically able to return to work.

C. **Sick Leave**

1. Three (3) days of sick leave shall be granted to a teacher on his/her first day of employment. Sick leave shall accumulate at the rate of three (3) days per marking period worked thereafter, pro-rata at one (1) day for each fifteen (15) for those working less than a complete marking period. The total accumulative days shall be ninety (90) days. Employees who are at the maximum number of sick leave days shall not drop below ninety (90) days if they have earned sufficient days to maintain the ninety (90) days.
2. Sick leave shall be granted for the following reasons:
  - a. **Personal Illness:** Proof of illness in the case of chronic absences, signed by a physician, may be required within one (1) week of last absence so questioned. Upon recommendation of the Superintendent, the Board may at its own expense require a teacher to submit to medical examination by appropriate specialists to determine whether voluntary sick leave is necessary.
  - b. **Death in the immediate family,** as defined below and including aunt, uncle and cousin, for a maximum of five (5) days for each death.
  - c. **Critical or serious illness in the immediate family:** Sick leave is not to be used for routine family illness but rather is reserved for serious illness of an immediate family member, usually requiring doctor's attention, and requiring the teacher's presence. While there is no specific limit on these days, each situation will be judged on its own merit and the teacher should be in communication with his/her principal or immediate supervisor regarding each absence. WEA and the Board agree that normal usage of these days would generally not require more than ten (10) paid work days. The immediate supervisor and/or the Superintendent may approve additional paid sick leave days in the event of a catastrophic illness or injury or extenuating circumstances not to exceed thirty (30) total paid work days per family member per year. The employee may request a further extension of sick day use from the Board, or may choose to go on an unpaid leave at any time, not to exceed the balance of that semester plus one additional semester. The Board will continue to pay fringe benefits for the duration of the leave.

**Note: Immediate family** is defined as the following: parents, parents-in-law, grandparents, grandchildren, spouse, children, brother, sister, brother-in-law, sister-in-law, son-in-law, daughter-in-law, step-children or step-parents, foster children or foster parents, or a person in loco parentis.
  - d. **Sick Bank:** In addition to the individual sick leave granted in this section, a sick leave bank shall be established by the Board each year.

This bank shall consist of three (3) days per teacher multiplied by the number of F.T.E. teachers in the bargaining unit. Regulations governing the use of this bank shall be as follows:

- (1) Whenever possible, requests for sick leave bank days must be made in writing and accompanied by medical verification.
- (2) The individual must exhaust all of his/her sick leave days before being eligible to apply for sick leave bank days.
- (3) A committee composed of equal representation (three each) from the Western Education Association and the Western Board of Education must authorize the use of sick days from the sick day bank and determine the number of days to be granted within the restriction of section (6) below. The Board of Education shall be responsible for all record keeping of sick day bank usage. In case of a tie vote, the teacher majority shall prevail on the first occasion and the Board majority shall prevail on the second occasion, with a continuation of that pattern for all subsequent tie votes.
- (4) If at any time the number of days in the bank drops below 100, then each teacher with any days accumulated shall contribute one (1) day of their accumulation to restore the bank.
- (5) Reasons for use of sick bank days in this section shall be identical to reasons for use of days in this section.
- (6) The maximum number of sick bank days which a person may draw shall not exceed any of the following for any given incident: (1) time to qualify for any Board sponsored L.T.D. policy which may be in force, (2) the end of the current school year although a person who is qualified for sick bank days will qualify for sick bank days at the start of the next school year, or (3) ninety (90) working days.
- (7) A teacher drawing on the bank receives full pay for the extent of the illness as limited by the provisions of section 6 above.

**D. Personal Business Days**

1. Up to two (2) days personal business leave with pay may be used by each teacher yearly. Personal business means an activity that requires the teacher's presence during the school day and is of such a nature that it cannot be attended to at a time when schools are not in session. This could include among others, family illness of a non-critical nature, failure of transportation, and the usual areas of court appearance, closing on a house, religious holidays, etc. It is recognized that there are occasions of personal business which the teacher prefers to keep private. For this reason, for one (1) of these two (2) personal

business days, no reason need be given in the request for the day. It is expected that any days used without specifying the reasons would be for the intended purpose of the days; provided, however, if the administrator has cause to believe that the day was not used for the purpose intended, the teacher involved may be asked to specify his/her reason.

2. Personal leave cannot be used for any business venture, employment or source of income, or optional requests and activities. It is not for casual or indiscriminate use.
3. Reasonable use of personal business leave shall include:
  - a. Funerals other than those specified in Article V, Section C.
  - b. Income tax audit, but not to be used for tax preparation.
  - c. Wedding participant.
  - d. Settlement of estates.
  - e. Graduation ceremony in the immediate family.
  - f. Failure of personal transportation, commercial or public carriers to provide expected services or the official closing of highways (maximum one (1) day).
  - g. Legal business appointments that cannot be scheduled outside of regular working hours. Verification may be required.
  - h. Counseling, enrolling or college credit check for self, which cannot be scheduled outside of regular working hours.
  - i. Participation in own child's or grandchild's activities (limit one (1) day).
  - j. Closing on a house, court appearances, religious holidays, family illness of a non-critical nature.
  - k. Additional days without pay may be granted by the Superintendent. These days will not be charged against the individual's personal leave and may not be used preceding or following a vacation period or holiday.
4. Application for a personal business day must be submitted in writing to the principal or immediate supervisor and, except for the one (1) day exception above, shall state the reason. Except in an emergency, application must be made at least three (3) school days in advance of the day requested and the principal shall approve or disapprove in writing no less than two (2) school days in advance of the day requested. Application made two (2) weeks or more prior to requested leave day shall be answered in writing within five (5) school days of submission of application. This leave shall be non-accumulative.

**E. Teacher Incapacity**

1. The Western Education Association/Jackson County Education Association, with full knowledge of the Superintendent, or the Superintendent's designee, may request the Board, at the Board's expense, to require a teacher to submit to medical and/or psychiatric examination by appropriate physicians and/or

specialists to determine if the teacher is capable of performing his/her contractual obligations.

2. During the period of the proceedings described above, the Board shall have the right to remove or reassign the teacher from the classroom, provided the teacher is compensated at his/her regular salary during such removal or reassignment.
3. Upon Board review of the written report prepared by the appropriate physicians, the Board may reinstate the teacher, grant the teacher a leave of absence, or release the teacher at the teacher's request, or if the teacher does not request a leave or resign, the Board may proceed with appropriate action for an unrequested leave of absence or termination according to the provisions of the Tenure Act. If in the executing of this language a leave does occur the teacher involved will continue to accrue seniority while on leave.

**F. Selective Service and Military Leave**

1. If Selective Service is reinstated, parties agree to bargain the issue.

**G. Job Sharing**

1. For the purpose of this Agreement, job sharing shall be considered a part time leave of absence. Any leaves under this Article must be approved by the Board of Education. Both teachers must be certified and qualified for the position. After two years of successful, satisfactory or above evaluation of teaching, the district will consider a job-share proposal for non-tenured teachers.
2. Job sharing situations must be arranged by the teachers involved and presented to the District and the Association prior to July 1. It is understood that the teachers would be sharing one full time job for the school year.
3. By sharing of one full time job, the teachers would each receive the appropriate pro rata share of their salary as provided in this Agreement.
4. In order to establish a shared job assignment, the involved teachers shall complete the following arrangements:
  - a. A schedule of work times designating responsibility for the class: i.e., 2-1/2 days off, 2-1/2 days on, morning and afternoons, class hours in the secondary schools, etc.
  - b. A brief description of how the teaching responsibilities would be shared.
  - c. A brief description of the process which would be used for communicating with the building principal or supervisor.

- d. In creating a job sharing assignment, teachers would be committed for only one (1) year.
5. While the involved teachers may choose the assignment to be shared, it is expressly understood that the most senior teacher shall retain incumbent job rights and the junior shall be considered displaced subject to the assignment to a comparable position upon dissolution of the shared assignment.
6. Teachers in a shared job shall accrue seniority and salary schedule credit as if employed full time.
7. Teachers in a shared job shall attempt whenever possible to reciprocate substituting.

8. **Compensation**

- a. Salary shall be pro rated to reflect the appropriate fraction of the position shared. For example: 3 days per week would mean 60% of salary. A.M. or P.M. teaching (1/2) day would mean 50% of full salary. Salary may be spread over the school year (21) pays or the calendar year (26) pays for those teachers teaching first semester only may have their salary paid the first semester (approximately ten pays), the school year (twenty-one pays), or the calendar year (twenty-six pays). Salary would begin for those teachers teaching second semester when employment begins.

Second semester teachers may have their salary spread for the balance of the second semester or though the summer.

- b. Sick and personal leave will accrue on a pro rata basis.
- c. Teachers in shared positions shall receive fringe benefits, as needed, as though they were full time regularly employed teachers, provided that no more than two persons share a position. If more than two persons share a position, fringe benefits shall be on a pro rata basis.

I. **Professional Leave**

1. Teachers shall be encouraged to attend and participate in professional meetings such as workshops, conferences, approved visitations to other schools, and similar professional growth activities.
2. Requests for attendance at such activities must be submitted in writing to the principal at least two (2) weeks prior to the event. The request must provide basic information as to the nature of the activity, etc., potential value to the Western School District and the individual and must clearly state if a substitute is required and any expenses which the applicant expects the Board of Education would reimburse. The Superintendent will respond to any such

requests in writing. In considering such requests, the Board will look at such areas as the value of the activity with those having the broadest application being given highest priority, the cost to the Board of Education as related to its potential value, the effect of the teacher's absence on the educational program, the number of requests for the same conference, similar previous activities of the teacher and its related benefits to the District to be considered, balancing of activities between the various levels and areas of the K-12 program, balancing according to the time of the year so that spring activities are not automatically eliminated. With the multitude of factors to be considered, it is recognized that the Board must retain discretionary control over approval. If an applicant believes a denial of a request was arbitrary, capricious or based upon poor administrative planning, the applicant may ask for a conference with the Superintendent to clarify the decision. The Association will be provided, upon request, a copy of Administrative rationale for denials of professional day requests.

J. **Extended Leaves of Absence:** Upon the recommendation of the Superintendent and the approval of the Board, extended leaves of absence without pay may be granted under the following conditions:

1. Request for leave shall be in writing.
2. Eligibility shall be based on a minimum of two (2) years continuous teaching experience in Western School District.
3. All extended leaves shall be limited to one (1) year. Upon application from the teacher, the Board may grant one (1) additional year of leave.
4. All previously accrued sick leave shall be reinstated upon the teacher's return to the District. Sick leave shall not accrue during the leave.
5. Experience credit in salary scale (limited to one (1) year) and seniority accrual (limited to one (1) year) will be granted if the teacher returns to Western School District the following year, and if the teacher has earned twenty-four (24) semester hours of graduate credit or provides a letter from his/her advisor that the work completed is equivalent to a year of full-time work at that college, or otherwise demonstrates that he/she was engaged on a full-time basis in the professional growth activity for which the leave was granted.
6. Leaves shall be utilized for the purpose granted by the Board. Willful violations of this provision may result in the forfeiture of the leave and the right to return.

K. **Jury Duty:** Any teacher called for jury duty during school hours or who is subpoenaed to testify during school hours in any judicial or administrative matter, or who shall be asked by the Board to testify in any arbitration or fact-finding, shall be paid the difference between his/her daily teaching salary and any salary earned for such duty.

L. **Community Service:** Teachers who are required to serve on National Guard Duty, or who have been authorized by the District to serve in a community service, shall be excused from their teaching obligations for those days they are authorized to serve. If a teacher is compensated by a community agency or agent, he/she shall reimburse the District for the cost of the substitute. If the teacher receives less compensation than the cost of the substitute, the District shall be responsible for the difference. If the teacher receives more compensation than the cost of the substitute, the teacher shall be entitled to any compensation in excess of the cost of the substitute. Teachers must recognize that the cost of the substitute may be a limiting or prohibiting factor in considering leaves under this provision.

M. **Association Business Leaves**

1. The Western Education Association will have an aggregate of twenty (20) days per contract year for use of Western Education Association business. Notification will be made in writing to the building principal at least three (3) days in advance of the day to be used. Twenty-four (24) hours is sufficient notice in a case of emergency. The Western Education Association agrees to reimburse the Board for the cost of the substitute teacher.
2. A leave of absence without pay will be granted to any tenure teacher for the purpose of serving as an officer or member of the staff of the Jackson County Education Association, the Michigan Education Association, or the National Education Association. If, after all other efforts have been expended by the Board to transfer the replacement teacher to another position upon return of such teacher from leave, the Association will hold the Board harmless from the cost of any unemployment costs resulting from the necessity to lay-off the replacement teacher.
3. If said teacher is serving as an officer of the Jackson County Education Association or Michigan Education Association, there will be no interruption of seniority accrual for four (4) years. After this four (4) year period, seniority will remain frozen. Teachers on such leave will not advance on the salary schedule.

N. **Sabbatical Leave**

1. Pursuant to Michigan School law, teachers who have continuously been employed by the Board for seven (7) years may be granted a sabbatical leave for up to one (1) year. During a sabbatical leave, the teacher shall be considered to be in the employment of the Board, and shall be paid one-half (1/2) of his/her scheduled salary as set forth in Appendix A.
2. Determination of teachers to be granted such leave shall be made by a six-member panel, composed of three (3) representatives chosen by the Board and three (3) representatives chosen by the Western Education Association. Upon the recommendation of this committee, the Board shall grant the equivalent of up to one (1) sabbatical leave, unless both parties agree to waive this panel. The

committee may recommend, and the Board may approve, additional sabbatical leaves if it is in the best interest of the school district to do so.

3. **Qualifications**

- a. The applicant must possess a Michigan Life, Continuing or Permanent Professional Certificate.
- b. The applicant must have been employed in the Western School District for at least seven (7) consecutive years. Absence from service for a period of not more than one (1) year under a leave of absence without pay for professional improvement, restoration of health, or maternity shall not be deemed a break in continuity of service if acceptable to the Michigan Public School Employees Retirement System, but neither shall such a one-year leave be counted in the total of seven (7) required by this qualification.
- c. The applicant must not have been granted a sabbatical leave of absence from the Western School District during the seven (7) consecutive years of service immediately preceding current application.
- d. The applicant must sign an agreement to return to service with the Western School District immediately upon termination of time sabbatical leave and continue in such service for a period of two (2) years (two (2) semesters in the event of a half-year sabbatical leave), unless causes beyond his/her control prevent return, or to refund all or part of any compensation received during the sabbatical leave from the Western School District, according to the following schedule:

| Years Service Following Leave | Refund |
|-------------------------------|--------|
| 0                             | 100%   |
| 0.5                           | 75%    |
| 1.0                           | 50%    |
| 1.5                           | 25%    |
| 2.0                           | 0%     |

A proportionate schedule shall be followed in the event of half-year sabbatical leave. In the event of extenuating circumstances, the Board may, by special action, waive any obligation to refund compensation.

- e. The committee shall consider among other qualifications, the following:
  - (1) The proposed programs of the applicant as related to professional graduate study, travel, writing or research.
  - (2) The value of the proposed program to the Western School District, its pupils, and the individual applicant.

(3) The applicant's length of total service to the Western School District.

f. The committee process may be waived by mutual agreement of both parties.

**4. Application**

a. Application shall be filed with the office of the Superintendent by March 15 of the year preceding the year in which the sabbatical is requested. This date must be observed for either full year or one (1) semester sabbaticals.

b. Applicants requesting sabbatical leave shall be notified by April 15 as to the status of their application.

c. Applications for sabbatical leave shall include with the application form an outlined plan for the period requested for sabbatical leave. This plan shall be indicated on the application form or as an attached statement, and shall include details either for graduate study in an approved college or university or a project (research, writing, travel) to be pursued independently by the applicant.

**5. Compensation**

a. A teacher on sabbatical leave will be paid one-half (1/2) of his/her salary as set forth in Appendix A, on either twenty (20) or twenty-six (26) pays, as he/she so indicates.

b. A teacher granted such leave shall advance on the salary schedule the same number of steps he/she would have advanced had he/she been on the staff in the Western School District.

**6. Status While on Sabbatical Leave**

a. A teacher on sabbatical leave shall be considered to be in the employment of the Western School District and shall have a contract.

b. Full insurance benefits set forth shall be provided teachers on sabbatical leave.

c. Teachers on sabbatical leave shall be entitled to participate in any and all benefits that may be provided other contracted teachers by the Board.

d. Full time employment by the recipient of sabbatical leave shall be prohibited. This does not, however, preclude the recipient's accepting

grants, fellowships or remuneration for part-time work of any sort which does not interfere with the outlined sabbatical plan.

- e. Teacher shall be responsible for notifying the Payroll Department of the Western School District as to the place to which payroll checks should be addressed during the period of sabbatical leave.

**6. Status Upon Return from Sabbatical Leave**

- a. A teacher when requesting a sabbatical leave shall indicate if he/she wishes to be restored to his/her present position upon return. In those instances when a guarantee cannot be made that the current position will be available, the Superintendent shall communicate in writing the reasons that such a guarantee is not possible. This communication will be made prior to the beginning of the sabbatical leave.
- b. A teacher returning from sabbatical leave shall file with the Superintendent within sixty (60) days a written report of his/her educational pursuits while on sabbatical leave and in the event the leave was granted for graduate study, a transcript from the college or university attended.

**O. Return from Leave:** For return from any leave of absence of more than three (3) months the teacher shall:

1. Deliver to the Superintendent at least thirty (30) days prior to the intended date of return a written statement indicating his/her request to return from the leave of absence. If the intended date of return is the beginning of a school year, such statement must be presented no later than March 14 of the preceding school year. If the teacher so requests, the Board may grant a return from leave at a date sooner than was originally requested and approved, or if the teacher so requests, the leave may be extended beyond such date. The Board, however, is under no obligation to have a position available prior to the date originally requested. Failure to apply for reinstatement from a leave according to this section will cause the Board to consider the teacher as a voluntary quit and relieves the Board of any further obligations to the teacher.
2. Present to the Superintendent no later than the day preceding the intended date of return medical verification that the teacher is capable of fulfilling all normal aspects of the position. This exam may be by teacher's personal physician. The Board may ask for a second examination by a Board appointed physician. If the Board appointed physician is unacceptable to the teacher, then the second examination shall be done at the University of Michigan Hospital. The cost of any required examination shall be borne by the Board.
3. Upon return from an approved leave of absence, the Board will return the teacher to an assignment comparable to that held previous to the leave. If there

is no vacancy and a reduction of staff is necessary, then the lay-off provisions of this Agreement shall prevail.

**P. Salary Credit for Partial Years**

1. A teacher filling a vacancy for a semester or more shall be given credit for one (1) step on the salary schedule. Similarly, a teacher going on leave shall be given credit for one (1) step if he/she taught a semester or more. No other credit shall be given unless specifically stated in the provisions for that kind of leave.
2. A teacher working less than one (1) semester shall not be given credit for the partial year on the salary schedule.

**Q. Leave Benefits:** Employees on a Child Care Leave shall not have health benefits provided by the District, except those guaranteed by the Family Medical Leave Act of 1993. Employees on a Medical Leave shall receive health insurance for the first four (4) months of the leave. Employees on sick leave shall receive health insurance for the entire length of the leave. Employees on a leave for teacher incapacity shall have full health benefits for the entire length of the leave. Extended leave shall have no benefits. Sabbatical Leave shall have full health benefits.

**R. Leave Seniority:** Employees on leave shall have the following seniority rights while on leave. Employees on a Child Care Leave shall accrue one (1) full year seniority if they work eighteen (18) or more weeks in the school year. Employees on Medical Leave shall accrue one (1) full year seniority if he/she worked at least one (1) full semester. There will be no loss of seniority while on sick leave. Employees do accrue seniority while on a Teacher Incapacity Leave. Employees accrue up to one (1) full year of seniority while on Sabbatical Leave.

**S. Family Medical Leave Act and COBRA:** Where the leave benefits contained in this Agreement exceed the requirements of the federal Family and Medical Leave Act of 1993 (FMLA), the benefits contained in this Agreement shall apply. Where the leave requirements of the FMLA exceed benefits in this Agreement, the requirements of the FMLA shall apply. COBRA guarantees an employee the right to continue his/her health care benefits with the District, at the employee's own expense, for two (2) years after termination of employment.

## **ARTICLE VI: PROFESSIONAL GRIEVANCE PROCEDURE**

**A.** A claim by a teacher, or the Western Education Association, that there has been a violation, misinterpretation, or misapplication of any provision of this Agreement or any rule, order, policy, or regulation of the Board, may be processed as a grievance as hereinafter provided. Grievances which do not involve alleged violations, misinterpretations or misapplications of a specific Article and Section of this Agreement may be processed through Board level but will not be arbitrable.

- B. In the event that a teacher believes there is a basis for a grievance the teacher shall first discuss the alleged grievance with his/her building principal either personally or accompanied by his/her Western Education Association representative. The meeting must be held within ten (10) school business days of the violation, misinterpretation or misapplication, or within ten (10) school business days of the event which caused knowledge of the alleged violation.
- C. If, as a result of the informal discussion with the building principal, a grievance exists, the teacher may within ten (10) school business days of the informal discussion invoke the formal grievance procedure through the Western Education Association or on their own, on a form substantially in accordance with that set forth in annexed Appendix C which shall be available from the Western Education 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 ten (10) school business days of receipt of the grievance, the principal shall meet with the teacher and/or Western Education Association in an effort to resolve the grievance. The principal shall indicate his/her disposition of the grievance in writing within ten (10) school business days of such meeting, and shall furnish a copy thereof to the Western Education Association and to the grievant(s).
- E. If the Western Education Association and/or teacher is not satisfied with the disposition of the grievance, or if no disposition has been made within ten (10) school business days of such meeting (or ten (10) school business days from date of filing, whichever shall be later), the grievance shall be transmitted to the Superintendent. Within ten (10) school business days the Superintendent shall meet with the grievant and the Western Education Association on the grievance and shall indicate his/her disposition of the grievance in writing within ten (10) school business days of such meeting, and shall furnish a copy thereof to the Western Education Association, to the grievant, and the principal.
- F. If the settlement of the grievance is not attained in Step E, or if no disposition has been made within the time limitations as stated, the Jackson County Education Association shall notify the Board of Education by writing to the Secretary of the Board within ten (10) calendar days expressing the reason for the dissatisfaction and furnishing the Secretary a legible copy of the grievance and decision of the principal and Superintendent. The Board, no later than its next meeting or two calendar weeks, whichever shall be later, shall hold a hearing on the grievance. The hearing shall be public unless both parties agree that it should be held in executive session. Disposition of the grievance in writing shall be given to the Jackson County Education Association no later than ten (10) calendar days thereafter.
- G. If a grievance is not satisfactorily adjusted, and if it involves an alleged violation, misinterpretation or misapplication of a specific Article and Section of this Agreement, the Jackson County Education Association may within ten (10) calendar days after the decision of the Board is rendered and received by the Association by certified or registered mail, submit the grievance to arbitration. If the parties cannot agree as to the

arbitrator within five (5) calendar days from the notification date the arbitration will be pursued, he/she shall be selected by the American Arbitration Association in accord with its rules which shall likewise govern the arbitration proceeding. Neither the Board nor the Jackson County Education Association shall be permitted to assert in such arbitration proceeding any ground or to rely on any evidence not disclosed in the previous steps of this procedure to the other party. The arbitrator shall have no power to alter, add to or subtract from the terms of this Agreement. Both parties agree to be bound by the award of the arbitrator and agree that judgment thereon may be entered in any court of competent jurisdiction. The fees and expenses of the arbitrator shall be paid two-thirds (2/3) by the loser, and one-third (1/3) by the winner.

- H. If any probationary, tenure teacher, or bargaining unit member is excluded from coverage of the Tenure Act, or waives such coverage by failing to invoke his/her rights therein within the time limits for whom a grievance is sustained shall be found to have been unjustly discharged or unjustly denied a renewal of his/her contract, he/she shall be reinstated with full reimbursement of all professional compensation lost. If any teacher 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 him/her and his/her record cleansed of any reference to this action.
- 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 and strict adherence to the time limits may result in hardships of any party, the Superintendent shall use his/her best efforts to process such grievance prior to the end of the school term or as soon thereafter as possible.
- J. Notwithstanding the expiration of this Agreement, any claim or grievance arising thereunder may be processed through the grievance procedure until resolution.

## **ARTICLE VII: DEPARTMENT CHAIRPERSONS**

Such positions will continue from year-to-year unless the chairperson no longer teaches at least two (2) classes in that department in the high school, or resigns in writing to the building principal. Any person who wishes to continue to be department chairperson and who is not teaching in that department in the high school may do so with the mutual consent of the department and the building principal.

- A. There shall be eight (8) High School Department Chairperson positions offered to the high school staff each year. One position in each of the following departments shall be offered:

- Physical Education and Health
- Fine and Practical Arts
- Language Arts
- Foreign Languages
- Science
- Mathematics

Social Science  
Special Education

B. Positions shall be paid according to the following schedule:

| Number of Persons in Department | % of BA Base |
|---------------------------------|--------------|
| 8 or more                       | 7            |
| 6 or 7                          | 5            |
| 4 or 5                          | 3            |
| 2 or 3                          | 2            |
| 1                               | 1            |

Media Specialist to receive 3.5% of BA Base.

C. The selection of chairpersons is to be made by the principal based on the following criteria:

- a. Effective leadership
- b. Interest and enthusiasm
- c. Evident cooperative attitude
- d. Seniority, and
- e. Advanced degrees

D. The responsibilities of the chairperson shall be

1. The chairperson is responsible to help a new member of his/her staff become oriented to school policies and philosophy and goals. In addition, he/she is responsible to follow up the orientation period of the new teacher with other professional information which will aid the teacher during his/her first year.
2. The chairperson is responsible to help the principal develop new program curriculum for his/her school. In order to do this the chairperson needs to be aware of the needs of the students, the breadth of the existing curriculum with strengths and weaknesses, current trends in the field, and overall goals of the school system.
3. The chairperson is responsible to help the principal develop budgetary needs for his/her school. In addition, the chairperson will discuss the expenditure of funds with the principal.
4. The chairperson is responsible to assist the principal in coordination of programs and in-service training between and among various elementary schools, the middle school and the central office. In order to accomplish this, the chairpersons must be available for, and contribute to meetings with administrative staff, and serving on ad-hoc committees.

5. The chairperson is responsible to guide his/her staff in textbook and other instructional material requests according to the published policies of the district.
  6. The chairperson is to confer with the principal on matters pertaining to
    - a. Topics of total grade level concern.
    - b. Items for the agenda of teacher meetings.
    - c. Conferences requested by teachers in the school.
    - d. Recommendations affecting suggested administrative or Board policy changes.
    - e. Coordination of program between grade levels.
- E. In lieu of departmental chairpersons, elementary and middle school teachers shall have grade and/or building meetings on the Thursday student half-day tied to first semester final exams for high school students. Additionally, elementary and middle school teachers shall have substitutes, upon written request of the WEA, for elementary teachers during the final quarter of the year for a half day (to be coordinated between grades and buildings to facilitate hiring all day substitutes) for the purpose of evaluating elementary programs and needs.

#### **ARTICLE VIII: PROCESS: REDUCTION AND REALIGNMENT OF PERSONNEL**

- A. The primary intent of the Board of Education and the Western Education Association (WEA) shall be to keep each WEA member employed to his/her full or part time status. To that end, the Board or its designee agrees to meet with WEA/JCEA/MEA and take mutually agreeable, reasonable action (including, but not limited to, involuntary transfers, waiver of posting requirements, displacements, employees returning from leave, etc.) to ensure this philosophy.
- B. **Layoff:** In the event of necessary layoff due to a decreased student enrollment or shortage of revenue, changes, revisions, or elimination in programs the order of reduction shall be
  1. Probationary teachers shall be laid off first, according to seniority. A probationary teacher shall not be laid off unless there is a more senior probationary teacher who is certified and qualified to perform the duties of the remaining positions.
  2. If further reduction of teaching personnel is necessary, tenure teachers shall be laid off on the basis of least senior tenure teacher(s) first, provided there are remaining teachers certified and qualified to fill the vacancy thus created.
  3. Tenure teachers shall be laid off only after all probationary teachers have been laid off who are certified and qualified to teach in that area.

4. In the event it becomes necessary to reduce the number of teachers through layoff of employment, or to reduce the number of teachers in a given subject area, field, or program, or eliminate or consolidate position(s), the Board shall determine the order of layoff provided, however, such action shall not be contrary to Section A. The Board shall endeavor to give forty-five (45) calendar days' notice of layoff to the individual involved, and in any event, thirty (30) calendar days' notice shall be given in all cases.
5. It is further agreed that any layoff pursuant to this Article shall automatically terminate the individual employment contract of all laid off teachers and shall suspend for the duration of the layoff, the Board's obligation to pay salary or fringe benefits and any laid off teacher's individual or supplemental employment contract as well as all benefits under this collective bargaining agreement, except that any teacher on layoff pursuant to this Article shall have their hospital and dental insurance extended for three (3) months.
6. Any teacher on layoff shall be recalled in inverse order of layoff provided he/she is certified and qualified for the vacancy.

No new teacher shall be employed by the Board while there are teachers of the district who are laid off unless there are no laid off teachers with proper certification and qualifications to fill any vacancy which may arise.

7. The Board shall give written notice of recall from layoff by sending a certified letter to said teacher at his/her last known address. It shall be the responsibility of each teacher to notify the Board of any change in address. The teacher's address as it appears on the Board's records shall be conclusive when used in connection with layoffs, recall, or other notice to the teacher. If a teacher fails to report as being available to work ten (10) calendar days from date of sending of the recall, unless an extension is granted in writing by the Board, said teacher shall be considered as a voluntary quit and shall thereby terminate his/her individual employment contract and any other employment relationship with the Board.
8. A laid off teacher shall, upon application, be granted priority status on the district substitute teaching list, such priority to be determined according to seniority.

C. **Seniority** shall be defined as the teacher's first working day in the school district.

1. In the circumstances of more than one (1) individual teacher beginning employment on the same date, the teacher whose letter of intent issued by superintendent, timed and dated and subsequently approved by the Board shall be the most senior.
2. Probationary teachers on layoff shall continue to accrue seniority for a period of two (2) years. Tenure teachers on layoff shall continue to accrue seniority during the length of layoff.

3. A teacher shall lose his/her seniority if he/she resigns, retires, or is discharged by the Board.

4. A teacher who becomes an administrator shall retain any seniority accrued as a teacher but does not accrue additional seniority while serving in an administrative capacity. An administrator who has earned tenure as a teacher but has no, or little, seniority as a teacher shall be retained in preference to a probationary teacher who may have more seniority.

D. **Assignments:** The Board recognizes that it is desirable in making assignments to consider the interests and aspirations of its teachers. Requests by a teacher for transfer to a different class, building, or position shall be made in writing to the Board, one (1) copy shall be filed with the Association, one (1) with the Superintendent. 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 revised once every year to assure active consideration by the Board. Whenever a realignment becomes necessary, prior to taking formal action, the Board shall meet with the WEA to develop a mutually agreeable plan to implement the realignment of staff.

E. **Process:**

1. The Board and Association shall meet as soon as potential realignment is anticipated to develop a mutually agreeable plan.

2. The Board and Association committee shall meet with those employees anticipated to be affected by the realignment. During the summer months, reasonable attempts shall be made to contact and meet with affected teachers.

3. The actions of the committee shall be limited to those reasonable under the circumstances.

4. The plan shall be in writing and include the specific actions, supporting rationale, and contingencies.

5. Changes to the plan shall be mutually agreed to by the Association and the Board.

6. If the Board and the Association reach a mutually agreeable solution, the solution shall not be subject to the grievance procedure. If the Board and Association fail to reach a mutually agreeable plan, the issue shall be submitted to expedited binding arbitration.

F. **Seniority List:** Within two (2) weeks after a request, the Board shall provide the WEA/JCEA a complete up-to-date seniority list which shall include name, certification, first working day in the district and, for employees hired after July 1, 1993, the date the superintendent issued a letter of intent. Said seniority list will rank teachers from the

individual with the most amount of service to the individual with the least amount of service.

G. **Displaced Teacher**

1. A displaced teacher is defined as a teacher not subject to layoff by seniority whose position has been reduced or dropped. Before the end of the school year, within a building, teachers may cooperatively decide to shift positions as long as these changes are mutually agreeable with the administration. Any remaining vacant positions may be posted, according to the provisions of this Article.
2. Teachers who are displaced, but not laid off due to a reduction in program or drop in student enrollment, shall be displaced according to seniority, i.e. the least senior person at a particular grade level in a building or within a particular subject matter area. The process defined in this Article, Section E, shall be used to realign the assignment of positions in the event of a displaced teacher. If vacancies occur, displaced teachers have the same rights under the contract as other teachers to apply for said vacancies. A displaced teacher shall be allowed to return to his/her previously held position prior to the position being posted provided it does not prevent recall of laid off teachers nor cause staff reduction. Displaced teachers, after reassignment, also have the right under the contract to voluntarily trade positions for a year.

H. **Voluntary Trade:** Any teacher(s) desiring to voluntarily trade or exchange his/her assignment with another teacher may do so with administrative approval. Such transfers may be granted to expand individual teaching experiences or to facilitate scheduling. If either teacher leaves the traded position through layoff, displacement, transfer, leave or termination, the other teacher shall return to his/her original position. Voluntary transfers such as these must normally be requested in the academic year prior to such requested moves. Teachers who exchange under this provision will be returned to their original position, providing that position has not been eliminated. Such exchange may not be used to avoid layoff.

I. **Vacancies:** While building administrators retain the responsibility and authority to make assignments, the process used shall include an opportunity for all teachers to have input before assignments are complete.

1. A vacancy exists when:
  - a. a position is unoccupied;
  - b. no other employee has a contractual right to return\* to the unoccupied position;
  - c. and the Board intends to fill the position.
2. **Right to Return:** An employee has a right to return to an unoccupied position if he/she is in one of the following situations. The situations are listed in order of priority to take the unoccupied position. If more than one (1) employee is in a category, the most senior employee may take the unoccupied

position first. An employee has a right to return to an unoccupied position if he/she is

- a. an employee involuntarily transferred from the unoccupied position;
- b. an employee displaced from the unoccupied position;
- c. an employee returning from a leave of absence, other than medical leave;
- d. an employee on layoff status.

3. **School Year Vacancies:** Vacancies, at the option of the Board and after consultation with the Association, may either be posted for five (5) days and filled according to this Article or filled on a temporary basis.

a. A temporary position shall be defined as follows:

- (1) A vacancy which is filled from outside the bargaining unit in accordance with Article VIII, I., or;
- (2) A vacancy consisting of less than full time for a period of no more than a full school year for which present staff is not certified, qualified, and available;
- (3) The total of temporary positions at each level (elementary, middle school, high school) shall not equal or exceed one (1) full time position.
- (4) A temporary position shall be paid pro-rated salary based on BA, Step 1, or MA Step 1, as appropriate and pro-rated fringe benefits as in Article I, A.
- (5) Said temporary position employee shall not accrue seniority on the bargaining unit seniority list. However, if said employee is employed by the district longer than one (1) full school year, then said employee shall be granted seniority on the bargaining unit seniority list retroactively to their original date of hire in filling the temporary vacancy.
- (6) Temporary assignments, if continued, shall be posted for the next school year.
- (7) Employees who sign a temporary contract have no expectation of continued employment. These employees are represented by the Association and are liable for Association dues.

H. **Job Posting:** The Board declares its support of a policy of filling vacancies with the best qualified teachers available. Whenever a vacancy arises or is anticipated, the Superintendent shall promptly notify the Western Education Association and post notice of same on a bulletin board in each school building for no less than five (5) days

before the position is filled and immediately direct a copy of same by certified mail to each laid off or vacationing teacher. Vacancies shall be filled on the basis of the experience, competency and qualifications of the applicant, length of service in the district and other relevant factors. No teacher shall be awarded a position if it directly causes another to be laid off, or involuntarily transferred, or prevents the recall of a laid off teacher. More senior teachers shall be given preference unless qualifications, as identified above, shall be superior for the less senior teacher. In the event a more senior teacher is denied a transfer to a vacancy for which they applied, the teacher shall be entitled to a conference with the Superintendent who shall explain the reasons for the denial. Any disputes may be resolved through the grievance procedure.

#### **I. Involuntary Transfer**

1. An involuntary transfer will be made in case of an emergency, to prevent undue disruption of the instructional program, or to meet unique instructional requirements such as happen in curriculum changes and student selections, or reduction in force. Involuntary transfers may be made to facilitate the layoff of the least senior teacher for a particular position, provided the teacher(s) transferred are qualified and certified for their positions. If an involuntary transfer can be made which will avoid the layoff of a teacher, or expedite the recall of a teacher on layoff, a teacher may be involuntarily transferred to a vacant position.
2. Before such involuntary transfer may be made, the situation must be mutually agreed with the Association and the Board.
3. An involuntary transfer is when a teacher's assignment is moved up or down one level or when any teacher's assignment is moved from the specialized programs in 3(b) or vice versa. An involuntary transfer at the elementary level is any involuntary movement from one building to another, even at the same grade level.
  - a. No employee shall be involuntarily transferred more than one (1) level up or down. The levels are DK-2, 3-5, 6-8, and 9-12.
  - b. The specialized areas of music, art, P.E., special education, Chapter 1, librarian and counselor shall have three levels: elementary, middle school, or high school.
4. While building administrators retain the responsibility and authority to make assignments, the process used shall include an opportunity for all teachers to have input before assignments are completed. Generally, the least senior teacher(s) certified and qualified to fill the vacancy(s) will be involuntarily transferred.
5. An involuntarily transferred teacher shall be allowed to return to his/her previously held position prior to the position being posted provided it doesn't prevent recall of a laid off teacher(s) or cause staff reduction.

- J. **Bumping:** It may be possible and desirable to realign more than one teacher so that preferences may be honored. Nothing contained herein implies that there is any process of "bumping" or that a teacher has any right to a position held by another teacher, regardless of any perceived differences in qualifications or seniority. Should a teacher who indicated a preference for a position be denied this position, he/she shall be given the opportunity to discuss this with the administrator responsible for the decision.

## **ARTICLE IX: MISCELLANEOUS PROVISIONS**

- A. **Selection of Books and Materials:** The Board recognizes that appropriate texts, library reference facilities, maps and globes, laboratory equipment, audio-visual equipment, teaching supplies, athletic equipment, current periodicals, standard tests and questionnaires, and similar materials are the tools in the teaching profession. The Board agrees at all times to keep the school reasonably equipped and maintained. The parties will confer from time to time for the purpose of improving selections and use of such educational tools.
- B. **Notice of Absence:** As a guideline for reporting absences, a teacher should contact a published phone number or office at least one (1) hour for secondary and one and a half (1 1/2) hours for elementary before the opening of that teaching day. Lesson plans shall be provided by the teacher for the substitute. Teachers failing to follow these guidelines may be subject to reprimand. More than three (3) reprimands shall constitute a loss of a day's salary for each successive infraction.
- C. **Classroom Interruptions:** Classroom interruptions shall be kept at a minimum.
- D. **Selling and Soliciting:** No teacher shall allow any selling or soliciting of any kind in the school unless authorized by the principal.
- E. **Protective Clothing:** The Board shall provide teachers of art, home economics, industrial arts, science laboratory classes and kindergarten, twenty-five dollars (\$25.00) per year for the purchase of protective clothing. The teacher will be responsible for their own laundering of this clothing. In addition, industrial arts teachers will be reimbursed up to thirty dollars (\$30.00) for the purpose of one (1) pair of protective shoes per year.
- F. **Student Teachers:** It is suggested that the prospective cooperative teacher be informed about his/her prospective student teacher at least three (3) weeks before the student is to begin his/her teaching. Forms shall be passed out to all teachers giving them the privilege to request or reject student teachers. The money paid for the supervision of student teachers shall be given to the supervising teacher for his/her personal use. The teacher who is involved in the student-teacher program shall plan the procedure well in advance and have administrative approval.

- G. **Observation and Evaluation of Teachers:** Observation and evaluation of teachers shall be according to the procedures established in the Western School District Professional Staff "Pride" Evaluation Guide of 1995, or a mutually agreeable successor plan.

**ARTICLE X: PROFESSIONAL DUES FOR FEES AND PAYROLL DEDUCTIONS**

- A. **Membership Dues:** Any teacher who is a member of the Western Education Association/JCEA/MEA/NEA, or who has applied for membership, must sign and deliver to the Board, an assignment authorizing deduction of membership dues to the Western Education Association. 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 Western Education Association/JCEA/MEA/NEA dues in twenty (20) equal installments from paychecks beginning with the first check of the school year. Deductions for teachers employed after commencement of the school year shall be appropriately pro-rated to complete payments by the end of the payroll year.
- B. **Agency Shop**
1. Each bargaining unit member shall, as a condition of employment, (1) on or before thirty (30) days of commencement of duties or the effective date of this Agreement; whichever is later, join the Association, or (2) pay a service fee to the Association, pursuant to the Association's "Policy Regarding Objections to Political Ideological Expenditures" and the administrative procedures adopted pursuant to that policy. The service fee shall not exceed the amount of Association dues collected from Association members. The bargaining unit member may authorize payroll deduction for such fee. In the event that the bargaining unit member shall not pay such fee directly to the Association or authorize payment through payroll deduction, the employer shall, pursuant to MCLA 408.477; MSA 17.277(7) and at the request of the Association, deduct the service fee from the bargaining unit member's wages and remit same to the Association. Payroll deductions made pursuant to this provision shall be made in equal amounts, as nearly as may be, from the pay checks of each bargaining unit member. Monies so deducted shall be remitted to the Association, or its designee, no later than thirty (30) days following deduction.
  2. Due to certain requirements established in recent court decisions, the parties acknowledge that the amount of the fee charged to non-members along with other required information may not be available and transmitted to non-members until mid-school year (December, January, February). Consequently, the parties agree that the procedures in this Article relating to the payment or non-payment of the representation fee by non-members shall be activated thirty (30) days following the Association's notification to non-members of the fee for that given school year.

3. In the event of any legal action against the employer brought in a court or administrative agency because of its compliance with this Article, the Association agrees to defend such action, at its own expense and through its own counsel, provided:
  - a. The employer give reasonable notice of such action to the Association and permit the Association intervention as a party if it so desires, and
  - b. The employer gives cooperation to the Association and its counsel in securing and giving evidence, obtaining witnesses, and making relevant information available at both trial and appellate levels; and
  - c. The Association shall have complete authority to compromise and settle all claims which its defends under this section.
4. The Association agrees that in any action so defended, it will indemnify and hold harmless the employer from any liability for damages and costs imposed by a final judgment of a court or administrative agency as a direct consequence of the employer's compliance with this Article X.
5. Any bargaining unit member who is a member of the Association, or who has applied for membership, may sign and deliver to the employer an assignment authorizing deduction of dues, assessments and contributions, in the Association as established by the Association. Such authorization shall continue in effect from year to year unless revoked according to the procedures outlined in the MEA Constitution, Bylaws and Administrative Procedures. Pursuant to such authorization, the employer shall deduct one twentieth (1/20) of such dues for the first twenty (20) paychecks beginning in September.
6. The WEA agrees to provide a statement to the Board which includes the amount of annual dues and the service fee and the difference between the two amounts. The statement will note the most recent arbitration ruling which determined the proportion of the annual dues that is chargeable to non-members under applicable law.
7. The Board shall provide an alphabetical list of teachers for whom such deductions have been made, categorizing them as to membership and non-membership in the Western Education Association. The Western Education Association agrees to promptly advise the Board of all members of the Western Education Association in good standing from time to time and to furnish any other information needed by the Board to fulfill the provisions of this Article, and not otherwise available to the Board.
8. Authorized Credit Union deductions shall be deducted from each check and promptly forwarded.
9. The Western Education Association/Jackson County Education Association agrees to assume the legal defense of any suit or action brought against the

Board regarding this Article of the collective agreement. The Western Education Association/Jackson County Education Association further agrees to indemnify the Board for any costs or damages which may be assessed against the Board as the result of said suit or action, subject, however, to the following conditions:

- a. The damages have not resulted from the negligence, misfeasance, or malfeasance of the Board or its agents.
  - b. The Western Education Association/Jackson County Education Association, after consultation with the Board, has the right to decide whether to defend any said action or whether or not to appeal the decision of any court or other tribunal regarding the validity of the section or the defense which may be assessed against the Board by any court or tribunal.
  - c. The Western Education Association/Jackson County Education Association has the right to choose the legal counsel to defend any said suit or action.
  - d. The Western Education Association/Jackson County Education Association shall have the right to compromise or settle any claim made against the Board under this section.
10. The parties recognize that the Michigan Employment Relations Commission, through its rulings and those of the Michigan Courts, has made certain determinations relative to the amount and handling of agency fees, as well as necessary appeals processes relative to same. The parties pledge to recognize those rulings and precedents as controlling in the interpretation of this Article.

#### **ARTICLE XI: TEACHER PROTECTION AND STUDENT RIGHTS**

- A. Any teacher who is threatened with bodily harm by an individual or group or in any case of assault, or battery while carrying out his/her assigned duties, shall be offered the fullest possible protections by the school district. The teacher shall promptly notify his/her principal or supervisor. The Board will provide the teacher with legal counsel to advise the teacher of his/her rights and obligations with respect to such incident.
- B. Any necessary absence from work resulting from Section A of this Article with the Western School District will not be charged against the teacher's sick leave or personal business leave. This provision is limited to
  1. Ninety (90) days.
  2. Any money received as salary from Workmen's Compensation will be deducted from salary.

- C. Teachers whose normal personal property is damaged in an assault on his/her person arising out of and in the cause of his/her employment may apply for reimbursement of costs, of repairs, or replacement. If an item is damaged beyond repair, actual value at the time of damage will be reimbursed. Items such as eye glasses, dentures, hearing aids, prosthetic devices, shall be reimbursed at their full cost except as limited below. All other claims of loss against items of apparel, automobiles, watches, etc. shall be limited to a maximum of two hundred fifty dollars (\$250) and any money received from a claim against any insurance which either the school district or the employee may carry. Teachers in turn shall be responsible for school equipment in their care while not on school property. Should such damage occur either through negligence or poor judgment, the financial responsibility of teachers shall not exceed \$250.00 or the amount of monies received through their insurance carriers.
- D. No action of a disciplinary nature shall be taken upon any complaint directed toward a teacher, nor shall any notice thereof be included in said teacher's personnel file, unless, or until such matter is discussed with the teacher and reported in writing to the teacher. The teacher shall have the right to respond in writing to any written notice and have such response attached to any copy in the personnel file.
- E. The parties recognize that the effect on the entire school system be considered and expect standards of conduct from each individual so that other students in the school system do not suffer from his/her actions. In rare circumstances and in accordance with Board of Education policy and relevant state law, a teacher may find it necessary to resort to some form of "reasonable force." Use of corporal punishment is never permissible. A teacher may use physical restraints as any reasonable and prudent, educated adult would use to protect him/herself, a fellow teacher, administrator, or a student from attack, physical abuse or injury. Reasonable force is also permitted to obtain a weapon or dangerous object or to protect property from physical damage. The Board will support through its legal counsel and through its liability insurance any teacher accused or convicted either civilly or criminally, whose actions in the incident involved were in accord with existing Board policies.
- F. It is recognized by all parties that students' rights and responsibilities and their right to privacy is constantly being changed and interpreted. It is further recognized that students are "persons" in the eyes of the Constitution of the United States and are entitled to due process and just cause, especially as these apply to denial of property and their right to an education, accordingly the parties recognize their joint responsibility to keep informed of changes and interpretations in student rights.
- G. The Board recognizes its responsibility to give all reasonable support and assistance to teachers with respect to maintenance, control and discipline in the classroom.
- H. Whenever it appears that a particular pupil requires the attention of special counselors, social workers, physicians, or other professional personnel, the teacher shall discuss the behavior of the particular student with his/her principal, make out proper referral forms, and meet with and contribute to any arranged Individual Educational Planning Committee meeting.

In the assignment of students where I.E.P.C. has indicated especially heavy demands on the teachers, the following will be considered:

1. Reducing of class size
2. Supportive assistance available to the other teacher
3. Training, interest, experience of the teacher
4. The climate that will provide the best possibilities of success for the student
5. The options that are available

- I. A teacher may exclude a pupil from one class period 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 obligations will allow but no later than the end of the day, full particulars of the incident in writing. The pupil shall not be returned to class until after verbal or written communication and consultation at the teacher's request by the principal with the teacher. Recurring misbehavior of this nature may result in repeating the procedures as outlined.

## **ARTICLE XII: INDIVIDUAL TEACHER SCHOOL IMPROVEMENT PROJECT**

- A. The Western School District reaffirms its support of the Individual Teacher School Improvement Project in the delivery of quality education for all students. To that end, this section establishes an Individual Teacher School Improvement Project for any certificated employee in the school district.

The intent of the Individual Teacher Improvement Project is to provide direction, support and leadership from experienced professionals. Inherent in this approach is the assumption that the professional teacher possesses the ability and desire to foster new methods, ideas, and technologies. To this end the Individual Teacher Improvement Project will provide opportunities for experienced teachers to develop and implement strategies which will enhance the educational environment within the Western School District.

- B. Qualifications for Individual Teacher School Improvement Project Program

1. A teacher, to be qualified, must have a minimum of ten (10) years of service to the Western School District.
2. A teacher may volunteer to participate in an Individual Teacher School Improvement Project only once (for two (2) consecutive years) during his/her tenure as a Western School District employee.
3. Teachers volunteering to participate in the project will be provided the opportunity to serve as such upon their request.
4. Intent to participate shall be made in writing to the superintendent no later than May 1, of the school year prior to the desired participation year.

5. A two (2) year plan will be developed by the teacher, submitted to the building administrator and the building School Improvement Team and approved by the Superintendent.
  6. The semester reporting of progress and status will be provided by the participating teacher. A teacher failing to make sufficient or satisfactory progress may request the assistance of the building administrator and/or the School Improvement Team.
- C. The following list is meant to be illustrative but not exhaustive of the types of activities which may be included in the development of an Individual Teacher School Improvement Project plan:
1. Assistance to Beginning Teachers
  2. Staff Development
  3. Exploration and Implementation of Technologies
  4. Curriculum Review and/or Development
  5. School Improvement
  6. Student Testing
  7. Textbook Selection Committee
  8. Student Assemblies
  9. Special Projects with Students
- D. The supplemental salary for the Individual Teacher Improvement Project teacher program shall be based upon the teacher's position on the Salary Schedule, Appendix A, of the Master Agreement. A written program report is due to the Superintendent at the end of each semester.
- E. Compensation shall be provided with the same payroll options as any other Schedule B position.

### **ARTICLE XIII: PROFESSIONAL BEHAVIOR**

- A. The proper treatment of such areas as academic freedom (Board Policy 4116.21), staff political activities (Board Policy 1311.1) and the teaching of controversial issues (Board Policy 6144), is of legitimate concern to both the Board and the Western Education Association. The Western Education Association supports the above numbered policies. The Board agrees that it will not change or modify the above numbered policies without at least thirty (30) days prior notification to the Western Education Association of a proposed revision and providing an opportunity for the Western Education Association to appear at a hearing before the Board at a regular meeting.
- B. The Board and the Western Education Association recognize that the ability of pupils to progress and mature academically is a combined result of school, home, economic and social environment and that teachers alone cannot be held accountable for all aspects of the academic achievement of the pupils in the classroom.
- C. Test results of academic progress of students shall not be the major criteria in promotion, demotion, or termination of a teacher.

**ARTICLE XIV: DURATION OF AGREEMENT**

This Agreement shall be effective as of September 1, 1997, and shall remain in effect through August 31, 1999. This Agreement shall not be extended orally, and it is expressly understood that it shall expire on the date indicated. This Agreement including the Appendices incorporates the entire understanding of the parties on all issues which were or could have been the subject of negotiations. During the term of this Agreement, neither party will be required to negotiate with respect to any such matter, whether or not covered by this Agreement, unless by mutual consent of both parties.

If any provision of this Agreement or any application of the Agreement to any employee or group of employees shall be found contrary to 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 application shall continue in full force and effect.

In Witness Whereof, the parties have executed this Agreement by their duly authorized representatives the day and year first written above.

WESTERN EDUCATION ASSOCIATION/  
JACKSON COUNTY EDUCATION  
ASSOCIATION

Sally Maronde  
President, JCEA

Lue F. K. Brail  
President, WEA

Marcella Hartung  
Chief Negotiator

Lisa A. Hendershott-Kraetzer  
Team Member

M'Andrea Clark-H.S.  
Team Member

Amy Ennis  
Team Member

WESTERN SCHOOL DISTRICT  
BOARD OF EDUCATION

Kenneth Beardslee  
President

Blaine C. Goodrich  
Chief Negotiator

John M. Cunt  
James D. Phil

Oright Fourbomen



## II. FRINGE BENEFITS

The Board shall provide without cost to the employee, MESSA, Jackson County PAK with the following provisions:

### **PLAN A: For employees needing health insurance**

SUPER MED 1 with MESSA Care

Long Term Disability 66 2/3%  
Plan 1  
90 calendar days modified fill  
\$2,500 maximum  
Social Security Freeze  
Alcoholism/drug addiction 2 year  
Mental/nervous same as any other illness

Delta Dental E 007 (80/80/80): \$1,300  
Negotiated Life \$20,000 AD&D  
Vision VSP-2

The Board of Education will pay the deductible in a separate check by the last pay prior to Thanksgiving for bargaining unit members enrolled in Plan A.

### **PLAN B: For employees not needing health insurance**

Delta Dental Auto + 008 (100: 90/90/90): \$1,500  
Vision VSP-3  
Negotiated Life \$30,000 AD&D  
Long Term Disability 66 2/3%  
same as above

Effective with the 1995-96 school year bargaining unit members selecting Plan B shall have fifty nine dollars and seventy five cents (\$59.75) in the 1995-96 school year and sixty one dollars and fifty cents (\$61.50) in the 1996-97 school cash payment per month paid by the Board. The Board shall formally adopt a qualified plan document pursuant to Section 125 of the Internal Revenue Service Code. Effective with the 1992-93 school year that amount will be adjusted by the percentage of the negotiated salary increase.

- A. If both husband and wife are employed by the school district, either the husband or wife may select Plan A to become the policy holder and the other spouse automatically is eligible for Plan B. This coverage shall be provided except as limited for part-time employees in Article I, Section A. When appropriate, Medicare premiums will be paid on behalf of eligible spouses or their dependents.
- B. It shall be the responsibility of the teacher not previously covered to complete the application for such insurance within the time limits prescribed by the insurance carrier or forfeit his/her insurance rights until the next open enrollment period.

- C. In addition to the salary schedule, the Board shall adopt the Michigan School Employees Non-Contributory Retirement Plan for all employees by this Agreement.

### **III. ADDITIONAL SALARY BENEFITS**

#### **A. Master's Program**

1. Upon completion of one-half (1/2) of the required courses in a Master's program, the teacher shall be placed on that place on the salary schedule and paid accordingly for the remainder of the year.
2. Upon receiving a Master's degree, the teacher shall be paid Master's scale immediately.

#### **B. Transfer of Teaching Experience**

The Board shall grant a reasonable number of years of teaching experience to teachers transferring into this district from a State certified elementary or secondary school. In no circumstances may the Board grant a salary level in excess of that earned through actual teaching experience.

#### **C. Notification of Salary**

Each teacher shall, prior to receiving their first paycheck of the academic year involved, complete the following:

1. Sign a salary and length of contract notification agreement
2. Sign a verification of sick leave accumulation days

## APPENDIX B: SUPPLEMENTAL SALARIES

### I. Supplemental Salaries

These percents relate to the B.A. salaries listed in Appendix A at the step consistent with the number of years of experience in the activity from 1 through 7 for the school year and thereafter. Experience shall be established based on the number of years of coaching at Western in a given sport. Schedule B positions, when vacant, are recognized as requiring posting for filling such vacancies, if such vacancies are to be filled.

### II. Compensation for Additional Duties

- A. **Games Supervisor.** The total stipend for games supervision will be thirty percent (30%), split proportionately among the assigned staff and based upon the B.A. salary steps from one (1) to seven (7) consistent with the number of years of experience as games supervisor. The athletic director, after posting and assigning the positions based on qualifications, shall meet with the games supervisors for each sports season (fall, winter, and spring) and divide the home events, excluding varsity football and basketball which remain the direct responsibility of the athletic director, in a manner deemed most appropriate for the District with consideration given to the needs and availability of the assigned staff. If the total number of activities supervised increases or decreases by more than ten percent (10%) from the 1997-1998 level, the parties agree to meet and proportionately amend the thirty percent (30%) figure.
- B. **Substitutes:** regular teachers, teaching as a substitute during their conference and/or preparation time, shall receive eleven dollars and seventy-five cents (\$11.75) in the 1997-98 school year and twelve dollars (\$12.00) in the 1998-99 school year.
- C. **Driver Education:**
- behind the wheel .00072 x B.A. base salary
  - classroom .00072 x B.A. base salary
  - supervisor 3% (on step)
- D. Western Education Association members who work in the Adult Education program shall receive .00077 x B.A. base per hour.
- E. Supplemental salary for the **Individual Teacher School Improvement Project** shall be based upon the teacher's position on the Salary Schedule, Appendix A, of the Master Agreement, according to the following schedule;

| <u>Experience in Western<br/>School District</u> | <u>% Per Year<br/>(Limit Two Years)</u> |
|--|---|
| 10-15 Years                                      | 8%                                      |
| 16-20 Years                                      | 11%                                     |

|             |     |
|-------------|-----|
| 21-25 Years | 14% |
| 26-30 Years | 17% |
| 31-35 Years | 20% |
| 36-40 Years | 23% |
| 40+ Years   | 25% |

**III. Additional Compensation**

**Mileage:** Any teacher whose duties require regular travel between two (2) or more schools will be reimbursed at the rate of thirty-two cents (.32) per mile, calculated and paid separately from regular wages. This rate shall apply for anyone who must use his/her personal car for school business.

## SCHEDULE B POSITIONS

| <b>BOYS' ATHLETICS</b>  |                           |  |         |         |                         |
|-------------------------|---------------------------|--|---------|---------|-------------------------|
| 14                      | Boys' Varsity Basketball  |  | 9       |         | Softball (Varsity)      |
| 9                       | Boys' JV Basketball       |  | 6       |         | Softball (JV)           |
| 7.5                     | Boys' 9th Basketball      |  |         |         |                         |
| 5                       | Boys' 7th/8th Basketball  |  | 9       |         | Soccer (Varsity Girls)  |
|                         |                           |  |         |         |                         |
| 14                      | Football (Head Varsity)   |  | 6       |         | Cheerleading (Var-BB)   |
| 9                       | Football (JV)             |  | 4       |         | Cheerleading (JV-BB)    |
| 7.5                     | Football (Asst)           |  | 4       |         | Cheerleading (9th-BB)   |
| 7                       | Football (9th Grade)      |  |         |         |                         |
| 5                       | Football (7th/8th)        |  |         |         | <b>OTHER ACTIVITIES</b> |
|                         |                           |  |         |         |                         |
| 13                      | Wrestling (Varsity)       |  | 11      |         | HS Band                 |
| 9                       | Wrestling (Asst)          |  | 4       |         | Jazz Band               |
| 5                       | Wrestling (MS)            |  | 3       |         | MS Instrumental Music   |
|                         |                           |  | 3       |         | Flags                   |
| 10                      | Track (Head Varsity)      |  |         |         |                         |
| 6.5                     | Track (Asst Varsity)      |  | 10      |         | Choir                   |
| 4                       | Track (MS)                |  | 2       |         | MS Vocal Music          |
|                         |                           |  |         |         |                         |
| 10                      | Cross Country (Var-Comb)  |  | \$10 hr | Max 500 | Piano Accompanist       |
| 6.5                     | Cross Country (Asst-Comb) |  |         |         |                         |
|                         |                           |  | 11      |         | Debate (Varsity)        |
| 10                      | Soccer (Varsity Boys)     |  | 6.5     |         | Debate (Asst)           |
| 7                       | Soccer (JV Boys)          |  | 7       |         | Forensics (Varsity)     |
|                         |                           |  | 3.5     |         | Forensics (Asst)        |
| 9                       | Baseball (Varsity)        |  |         |         |                         |
| 6                       | Baseball (JV)             |  | 8       |         | Yearbook Advisor (2@)   |
|                         |                           |  |         |         |                         |
| 5.5                     | Golf (Varsity Boys)       |  | 3       |         | Class Advisor (Jr - 2@) |
|                         |                           |  | 2       |         | Class Advisor (Sr - 2@) |
|                         |                           |  | 1       |         | Class Advisor (So - 2@) |
|                         |                           |  | 1       |         | Class Advisor (Fr - 2@) |
| <b>GIRLS' ATHLETICS</b> |                           |  |         |         |                         |
|                         |                           |  |         |         |                         |
| 13                      | Girls' Varsity Basketball |  | 4.5     |         | Musical (3 persons)     |
| 8.5                     | Girls' JV Basketball      |  | 4       |         | Play (2 persons)        |
| 7.5                     | Girls' 9th Basketball     |  | 3       |         | Musical (Elem)          |
| 5                       | Girls' 7th/8th Basketball |  | 2.5     |         | Musical (Elem - Asst)   |
|                         |                           |  | 2       |         | One-Act Play            |
|                         |                           |  |         |         |                         |
| 12                      | Gymnastics (Varsity)      |  |         |         |                         |
| 9                       | Gymnastics (Asst)         |  | 2.5     |         | Student Council         |
|                         |                           |  | 2       |         | Reading Consultant      |

**SCHEDULE B POSITIONS  
(Cont'd.)**

|     |                      |  |   |                         |
|-----|----------------------|--|---|-------------------------|
| 11  | Volleyball (Varsity) |  | 2 | National Honor Society  |
| 8.5 | Volleyball (JV)      |  | 1 | Academic Games          |
| 7.5 | Volleyball (9th)     |  | 1 | Literary Magazine       |
| 5   | Volleyball (7th/8th) |  | 1 | Clubs (per 50 hours)    |
|     |                      |  |   |                         |
| 10  | Track (Head Varsity) |  | 2 | Intramural Coord. (BB)  |
| 6.5 | Track (Varsity Asst) |  | 2 | Intramurals (MS Volley) |
| 4   | Track (MS)           |  | 2 | Basketball (5th/6th)    |
|     |                      |  | 8 | Strength & Conditioning |
| 5.5 | Golf (Varsity Girls) |  |   |                         |
|     |                      |  | 4 | Driver Ed Supervisor    |



Association Response to Principal's Disposition: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Grievant Signature / Date Association Signature / Date

(Copies to Principal, Grievant, WEA)

### **LEVEL 3 (Superintendent)**

E. Date of Transmittal to Superintendent: \_\_\_\_\_

Date of Meeting Between Superintendent,  
WEA and Grievant: \_\_\_\_\_

Disposition by Superintendent: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Superintendent's Signature / Date

Association Response to Superintendent's Disposition: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Grievant Signature / Date Association Signature / Date

(Copies to Principal, Grievant, WEA, Superintendent)

### **LEVEL 4 (Board of Education)**

F. Date Notified Board: \_\_\_\_\_  
(Copies to Principal, Grievant, WEA, Superintendent, JCEA, Board  
of Education Secretary)

Date of Hearing: \_\_\_\_\_

Disposition by Board of Education: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_/\_\_\_\_\_  
Signature Date

Association Response to Disposition by Board: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_/\_\_\_\_\_  
Grievant Signature Date Association Signature Date

(Copies to Principal, Grievant, WEA, Superintendent, JCEA, Board of Education Secretary)

### **LEVEL 5 (Arbitration)**

Date of Submission to Arbitration: \_\_\_\_\_

Name of Agreed Upon Arbitrator: \_\_\_\_\_

OR

Date Requested Assistance of A.A.A.: \_\_\_\_\_

(Copies to Principal, Grievant, WEA, Superintendent, JCEA, Board of Education Secretary)

Arbitration Decision: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

Date of Award: \_\_\_\_\_

NOTE: Each copy must be legible and complete. It is best, to avoid misunderstanding, to have photocopies or other similar reproductions. Additional sheets may be added to this form but must be retained in all copies.