

**AGREEMENT**

**between the**

**WILLIAMSTON**

**BOARD OF EDUCATION**

**and the**

**INGHAM CLINTON EDUCATION  
ASSOCIATION/WILLIAMSTON  
EDUCATION ASSOCIATION**

**Covering the period**

**July 1, 2009 to June 30, 2011**

**Agreement Between the  
Williamston Board of Education  
and the  
Ingham Clinton Education Association/  
Williamston Education Association  
2009-2011**

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AGREEMENT

This agreement is made this day of July 23, 2009, by and between the Board of Education of the Williamston Community Schools and the Ingham/Clinton Education Association/Williamston Education Association.

WITNESSETH

The Board and the Association recognize and declare that providing a quality education for the children of Williamston Community Schools is their mutual aim and morale of the teaching service.

The members of the teaching profession are particularly qualified to assist in formulating policies and programs designed to improve educational standards.

The Board has a statutory obligation, pursuant to Act 379 of the Michigan Public Acts of 1965, to bargain with the Association as the representative of its teaching personnel with respect to hours, wages, terms, and conditions of employment.

The parties, following extended and deliberate professional negotiations have reached certain understandings which they desire to memorialize.

In consideration of the following mutual covenants, it is agreed as follows:

ARTICLE I  
Recognition and Definition

- A. The Board recognizes the Association as the sole and exclusive bargaining representative for all elementary and secondary classroom teachers who are certified and regularly employed by the Board.
- B. The term "certification" shall mean a teacher who is presently holding a valid certificate issued by the State of Michigan Board of Education under the requirements of Act 202 of Public Acts of 1903.
- C. The term, "teacher", shall include all employees represented by the Association that are defined as teachers employed full time and part-time throughout the school year, special education teachers, guidance counselors, librarians, probationary teachers, and the athletic director, where his duties are in addition to other teaching duties. Specifically excluded from the bargaining unit are all others and particularly the supervisory staff consisting of the Superintendent, Assistant Superintendent, Principals, and Assistant Principals, Athletic Director who is not a bargaining member, non-supervisory staff consisting of the substitute teachers and non-regularly employed part-time teachers.
- D. All masculine gender used in the language of this Agreement shall include feminine.
- E. The term "Board" shall refer to the Board of Education of the Williamston Community Schools, its administrators and authorized agents.
- F. The term "Association" shall refer to the Ingham/Clinton Education Association/Williamston Education Association.
- G. The terms "Agreement", "Master Agreement", and "Collective Bargaining Agreement" shall all refer to this document and only this document.

ARTICLE II  
Management Rights

Subject to this Agreement and Public Act 379 of the Michigan Public Acts of 1965, the Board, on its own behalf and on behalf of the electors of the school district, retains and reserves unto itself, without limitation, all powers, rights, authority, duties, and responsibility 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 right:

- A. To the executive management and administrative control of the school system and its properties and facilities, and the activities of the employees.

- B. To hire all employees and subject to the provisions of law, to determine their qualifications and the conditions for their continued employment, or dismissal or demotion, and to promote, and transfer all such employees.
- C. To grant employee leave of absence requests upon such terms and conditions as are agreed to between the Board and teacher, subject to approval by the Association.

Such leaves shall not be granted capriciously or arbitrarily.

- D. The exercise of these powers, rights, authority, duties, and responsibilities by the Board, the adoption of policies, rules, regulations, and practices, and the use of judgment and discretion shall be limited only by the specific and express terms of this Agreement and then only to the extent such specific and express terms are in conformance with the Constitutions and laws of Michigan and the United States.

### ARTICLE III

#### Teacher's Rights and Responsibilities

- A. Pursuant to Act 379 of the Public Acts of 1965, the Board hereby agrees that every employee of the Board shall have the right to organize, join, and support the Association for the purpose of engaging in collective bargaining and negotiations.
- B. The Board specifically recognizes the right of its employees appropriately to invoke the assistance of the Michigan Employment Relations Commission.
- C. The Association and its members shall have the right to use the school facilities after students have been dismissed, when cleared and scheduled by the building Principal.
- D. Upon approval of the teacher in charge, the Association shall have the right to use facilities and equipment, including typewriters, computers including software programs and email systems, printers, duplication equipment, calculating machines, and all types of audio-visual equipment at reasonable times, when such equipment is not in use for school business. The Association shall pay for the reasonable cost of all materials and supplies incident to such use.
- E. The school mailboxes may be used by the Association.
- F. The Board agrees to make available to the Association in response to reasonable request all general public information concerning the financial resources of the district. The Association agrees to specify, in writing, the information desired. The Association will reimburse the district for any costs associated with the request.
- G. The Board agrees to provide an Agenda of its regular Board meetings to the Association.
- H. The provisions of this Agreement and the wages, hours, terms, and conditions of employment shall be applied in a manner which is not arbitrary, capricious, or discriminatory, and without regard to race, creed, religion, color, national origin, age, gender, political affiliation, or marital status. The private and personal life of any teacher is not within the appropriate concern or attention of the Board, unless it directly impairs the ability of the teacher to perform his teaching duties.
- I. Teachers desiring a transfer for the next school year shall file a written request with the Superintendent prior to March 15.
- J.
  - 1. A teacher shall insure that all sides of a controversial issue are presented equally and that the topic and material used will be appropriate to the maturity level and intellectual ability of the students. Teachers shall be responsible for creating and maintaining conditions conducive to learning.
  - 2. A teacher shall not seek to advance or promote personal, political, or religious views in the classroom.
  - 3. Teachers shall participate in scheduled after-school individual or student conferences, as part of their professional responsibilities as specified in Article V and XI of this Agreement.



4. a. The Association recognizes that abuse of sick leave or other leaves, chronic tardiness or absence, willful deficiencies in professional performance, or other violations of discipline by a teacher reflect adversely upon the teaching profession and create undesirable conditions in the school building. Alleged breaches of discipline shall be promptly reported to the offending teacher and to the Association by the Administration.
  - b. A teacher shall at all times be entitled to have a representative of the Association present when he is being reprimanded, warned, or disciplined for any infraction of rules or delinquency in professional performance. When a request for such representation is made, action shall be reasonably delayed until such representation of the Association is present.
- K. It is agreed that the teacher has the non-exclusive right to evaluate student performance. In the event the Board changes a grade or test score assigned a student, the Board shall advise the teacher who assigned the grade or score before the change is finalized.
- L. Teachers shall be dealt with on a just cause basis in their professional duties. Just cause shall be defined as that situation created whenever the following questions are answered in the affirmative:
1. Did the Board give to the teacher forewarning or foreknowledge of the possible or probable disciplinary consequences of the teacher's conduct?
  2. Was the Board's rule or administrative order reasonably related to (a) the orderly, efficient, and safe operation of the school district, and (b) the performance that the Board might properly expect of the teacher?
  3. Did the Board, before administering discipline to a teacher, make an effort to discover whether the teacher violated or disobeyed a rule or order of the administration?
  4. Was the Board's investigation conducted fairly and objectively?
  5. At the investigation was there substantial evidence or proof that the teacher was guilty?
  6. Has the Board applied its rules, orders, and penalties evenhandedly and without discrimination to all teachers?
  7. Was the degree of discipline administered by the Board in a particular case reasonably related to:
    - (a) the seriousness of the teacher's proved offense, and
    - (b) the record of the teacher in his service with the Williamston Community Schools?
- M. Each teacher shall have the right upon request to review the contents of his own personnel file maintained by the school. A representative of the Association may, at the teacher's request, accompany the teacher in this review. The review shall be made in the presence of the administrator responsible for the safe keeping of the file.

Privileged information such as confidential credentials and related personal references normally sought at the time of employment are specifically exempted from review. The administrator shall, in the presence of the teacher-authorized representative, remove these credentials and confidential reports from the file prior to a review of the file by the teacher.

All communications, including evaluations by Williamston administrators, commendations, and validated complaints directed toward a teacher which are included in the central office personnel file, shall be called to the teacher's attention within ten (10) days of their inclusion in the personnel file.

ARTICLE IV  
Leave Policies

- A. Upon reporting for work at the beginning of the school year, each teacher will be provided with fifteen (15) days of leave with pay to be used for personal illness or injury, funeral leave, serious illness in the immediate family or personal business, as specified below. In the event a teacher works part-time or does not serve the entire school year, his leave days will be pro-rated in accordance with his service based on days and/or hours. This leave will have unlimited accumulation. In cases where the teacher qualifies for long-term disability benefits, the sick day benefits remaining will be held in escrow pending the teacher's return to work or retirement.
- B. A teacher may, on occasion, use the leave with pay provided for in paragraph A of this Article if it is necessary for the teacher to be absent to care for a family member. It is not usually the Board's obligation to assume responsibility for family illness.
- C. Sickness includes physical illness, injury, emotional stress, and pregnancy-related disability. Personal illness shall be attested to upon return by the teacher through the completion of the current form or one mutually agreed upon by the Association and the Board, furnished by the school.

After three (3) days of sick leave use within a school year by a teacher, and if the Board has reasonable and just cause to suspect an abuse of sick leave, the Board may require written verification of illness from a health care professional.

Such a statement shall be mandatory in all cases of absence covered by worker's compensation regardless of the length of absence. If, at the beginning of any school year, a teacher is ill and unable to resume his teaching duties in the school system, and such teacher has unused accumulated sick leave days at the end of the prior school year, he will be allowed to use such previously accumulated sick leave days while he remains ill and unable to work, provided he is not otherwise employed and not on LTD. For the period the teacher is unable to resume his teaching duties under this paragraph, he shall not accumulate any further sick leave days until the time he has returned to teaching. The teacher will be required to provide daily lesson plans for days of absence, or in cases of extended absence up to five (5) days daily lesson plans and up to three (3) weekly guidelines if necessary for use by the substitute teacher.

- D. Funeral Leave  
A maximum of three (3) days per death of the fifteen (15) days sick leave shall be granted at the time of death when needed in case of a death in the immediate family. Two (2) additional days of the fifteen (15) sick days may be granted upon notification to the Superintendent of the reason for the need for such days. The term "immediate family" is defined as follows: husband, wife, parents, grandparents, parents-in-law, brother, sister, brother-in-law, sister-in-law, child, grandchild, son-in-law, daughter-in-law, step-parent, step-sister, step-brother, a person with whom the teacher is living, or a person for whom the teacher has the primary financial and/or physical responsibility. One day of sick leave per year shall be granted for attendance at funerals of persons outside the immediate family. If additional time is needed, it may be requested as personal business leave.
- E. Personal Business Leave  
Two (2) days a year of the fifteen-day (15) sick leave allowance shall be granted to take care of urgent personal business that cannot be otherwise transacted at times other than normal work hours. Personal business leave shall not be used as vacation/recreation leave. The personal business days granted, when used, shall be deducted from the sick leave granted in Paragraph A. The principal shall receive reasonable advance notice in writing of the teacher's personal leave request except in the case of emergency. Business days are not cumulative. However, unused personal business days remain available as sick leave days. Personal business days shall not be granted the day preceding or the day following a holiday or vacation except in a case of an emergency.
- F. In the event any teacher must be involuntarily absent for court appearances or armed forces physicals, he will receive full salary during such absences up to a maximum of five (5) days. These absences will not be counted as leave days nor deducted from any other leaves granted.
- G. Officers of the Association will be granted a total of twenty (20) days leave of absence per year to attend to Association business for the Association. These days shall not be deducted from the teacher's leave days. The Association agrees to reimburse the school district an amount equal to the substitute teacher's pay for each day used.

H. Absence from service for a period of not more than one year under a leave of absence without pay, granted by the Board for professional improvement, restoration of health, or maternity leave, shall not be deemed a break in continuity of service required by this section.

I. Sabbatical Leave

The applicant must possess a Michigan Teaching Certificate and must have a B.S. or B.A. Degree. The applicant must have been employed in the Williamston Community School District for at least seven (7) consecutive years.

All applications for sabbatical leave shall be reviewed for recommendation to the Superintendent by a committee consisting of six (6) members, three (3) appointed by the Superintendent and three (3) appointed by the Association. The Committee shall consider among other qualifications, the following: the extent of the applicant's professional study, travel, research, growth contributions, and successful service during the seven (7) years.

Application

Applications shall be filed with the Superintendent by the 1st of February for leave beginning the following school year. For leave beginning second semester or the second or third trimester as appropriate to the building calendar where the teacher has the majority of his assignment, the application shall be filed by the end of the preceding school year.

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

Sabbatical leaves granted shall not exceed one per year. A sabbatical leave shall not exceed two semesters or three trimesters as appropriate to the building calendar where the teacher has the majority of his assignment.

Salary Protection

A teacher on sabbatical leave will be paid one half of his scheduled salary. A teacher may apply for a sabbatical leave without pay which may be granted at the discretion of the Board.

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

Status While on Sabbatical Leave

A teacher on sabbatical leave shall be considered to be in the employ of the Williamston School District and shall have a contract. However, the Williamston School District shall not be held liable for death or injury sustained by any staff member while on sabbatical leave. He shall be entitled to participate in any other benefits that may be provided for by rules and regulations of the Board.

The teacher shall be responsible for notifying the Payroll Department of the Williamston School District as to the place to which his checks should be addressed during his period of sabbatical leave.

Status Upon Return from Sabbatical Leave

A teacher, upon return from a sabbatical leave, shall be restored to his former position. If such position does not exist, the teacher shall be given an equivalent position for which certified. The teacher will retain retirement status, seniority, and any other former status.

J. Military Service

A leave of absence for military service shall be granted in accordance with Michigan and federal law.

K. Jury Duty

Teachers required to appear for jury qualifications or service shall receive their pay from the Board for such time lost as a result of such appearance or service, less any compensation received for such jury service less mileage reimbursement, up to a period of sixty (60) days.

L. Maternity Disability

A teacher may use sick leave for pregnancy-related physical disability in the same manner as for any other illness or disability for which such leave is allowed. The teacher may continue in her position as long as her physician provides, upon the Superintendent's request, certification of her well-being and ability to perform the work required of her assignment.

In the event a teacher exhausts her accumulated sick leave before regaining her physical fitness to fully perform her duties, she is eligible for health leave as provided in section N.

Prior to a return from the leave of absence granted pursuant to this paragraph, the Board may require the teacher to present certification from the teacher's health care professional of the teacher's physical fitness to perform the work required of the teacher's assignment.

Once a teacher has been so certified by her physician as physically fit to return to work, this shall terminate her access to sick leave benefits in connection with the pregnancy.

At any time, at the teacher's option, the teacher may elect to obtain a child care leave as provided in section M.

The teacher requesting such child care leave of absence shall apply in writing to the Superintendent at least thirty (30) calendar days prior to the anticipated date of the commencement of the leave and at the same time set forth the anticipated date of return.

The thirty (30) calendar days notice shall be waived if the teacher could not have anticipated the need for the leave.

M. Child Care Leave

Child care leave without pay shall be available to any teacher. The length of the leave shall not exceed one (1) year, renewable at the discretion of the Board.

The teacher must notify the Board in writing of his intent to return from such leave by October 1<sup>st</sup> for the start of the second trimester; November 1<sup>st</sup> for the start of the second semester; February 1<sup>st</sup> for the start of the third trimester; and by April 1<sup>st</sup> for the start of the next year. If the teacher is to return prior to the end of the student school year in which the leave commenced, the teacher will be returned at the beginning of the next semester or grading period to the position held when the leave began, if such position exists. If the position does not exist, the teacher shall be given an equivalent position for which the teacher is certified.

If the teacher does not return prior to the end of the student school year in which the leave commenced, the teacher will be given a position in the same school for which he is certified.

Mid-year return from a child care leave shall occur at the beginning of a semester, or trimester as appropriate to the building calendar where the teacher has the majority of his assignment, or at the beginning of a grading period.

N. Health Leave

Pursuant to the Michigan Teachers' Tenure Act, MCL 38.112 (V)(2), any teacher whose personal illness extends beyond the period compensated under Section A of this Article may be granted a leave of absence without pay, not to exceed one (1) year, subject to renewal at the will of the Board.

Upon recovery, the teacher shall be required to submit certification from a health care professional certifying the teacher's ability to fully perform the duties of the teacher's position. The teacher shall be entitled to return when the teacher presents acceptable certification of recovered health. If such certification is presented in the same student school year in which the illness/disability occurred, or by July 1 prior to the beginning of the succeeding year, the teacher shall be returned to his/her same position if it exists. If the position does not exist, or if the certification is presented after July 1, the teacher shall be returned to an equivalent position for which the teacher is certified.

- O. The Board has the right to lay off and transfer staff in order to re-employ teachers returning from leave. The parties expressly agree that the layoff notice provision in Article VI shall, in the case of a layoff caused directly by a return from leave under the provisions of this Article, be replaced with a thirty (30) calendar day notice of layoff to the affected bargaining unit member.

- P. If the Board has found it necessary to reduce staff, the provisions of Article VI shall prevail over the provisions of Article IV, except as provided in Section N of this Article.
- Q. If at the close of the preceding school year a teacher did not use more than two (2) combined personal business and sick leave days and accumulated thirty (30) sick leave days, then, in the following year the teacher shall be entitled to one "earned day" to be taken at the teacher's discretion upon previous notification of at least three school days to the building principal, or the teacher may choose to be paid at the current full day sub rate pay for that day or the teacher may choose to be reimbursed for teaching supplies equaling the full day sub rate pay, or the teacher may choose to combine any of these options. The principal of each building shall not be obligated to grant more than two (2) such applications on any given day(s). Earned days shall be allowed to accumulate up to a maximum of five (5) days at the rate of one (1) per year.
- R. A teacher who is absent due to an injury or illness which is compensable under the Michigan Worker's Compensation Act shall be entitled to use his accumulated sick leave on a pro-rata basis to make up the difference between Worker's Compensation wage replacement benefits and his regular daily rate of pay. The employee shall sign over to the District his wage replacement benefit check(s) received under the Worker's Compensation Act and the District shall issue to the employee his regular paycheck.
- S. Family and Medical Leave Act (FMLA)  
 Upon request, the Board shall grant leaves, pursuant to the Family Medical Leave Act, for the following reasons:
1. A) the serious health condition of the teacher; or  
 B) the serious health condition of the teacher's spouse, parent or child; or  
 C) the birth of a child; or  
 D) the placement of a child for adoption or foster care.
- Child includes any individual under 18 for whom the teacher serves in loco parentis; a child over 18 who is incapable of self-care because of physical or mental disability; or a biological, adopted, or foster child.
2. Upon return from the leave, the teacher shall be returned to the position held immediately before the leave began. If the position no longer exists, the teacher shall be returned to a position equivalent in pay, benefits, hours, and other terms and conditions of employment.
  3. Insurance benefits will be continued during the leave under the same conditions and at the same level as if the teacher were still at work.
  4. Seniority shall continue to accrue during the leave.
  5. Where permitted by the FMLA, a teacher shall have the option to take FMLA on an intermittent or reduced schedule. Where permitted by the FMLA, a teacher may choose to substitute paid vacation leave, personal leave and/or sick leave for FMLA unpaid leave.
  6. If the need for leave is foreseeable, the teacher will provide the Board at least thirty (30) calendar days written notice of the request for the leave. It will include the reason for the request; the expected beginning date; the expected ending date; and whether or not the teacher intends to use paid leave for any part of the leave. If it is not practicable, the teacher will give as much notice as possible.
  7. If the teacher's return date from FMLA leave is within the last three (3) weeks of the end of the semester or trimester as appropriate to the building calendar where the teacher has the majority of his assignment, the Board's right to postpone return until the beginning of the next semester or trimester as appropriate to the building calendar where the teacher has the majority of his assignment shall be governed by the terms of the act.
- T. Adoption Leave  
 A teacher who is adopting a child less than five (5) years of age, at the date of placement of the child in the home, is entitled to use ten (10) days of his accumulated sick leave. An adoption leave application must be filed by the teacher that is signed and certified by the adoption agency and approved by the Superintendent.

ARTICLE V  
Teaching Conditions

- A. A normal weekly teaching load in the high school will be twenty (20) assigned periods and five (5) unassigned preparation periods. The normal weekly teaching load in the middle school will be up to, and including, thirty-five (35) assigned periods, five of which are team planning periods, and five (5) unassigned preparation periods. The administration will, whenever possible, provide all elementary teachers with five (5) unassigned preparation periods during a full five-day student instructional week. Each of these five (5) preparation periods each week will be approximately thirty-five (35) minutes for teachers in grades 1-5 and approximately thirty (30) minutes for kindergarten sections, including developmental kindergarten. Such planning time shall be provided while students attend classes such as Visual Arts, Creative Arts, Music and Fit for Life classes or other blocks of time that provide necessary planning time. During a partial student week, such as those that result from, but are not limited to, staff in-services, staff work days, conferences, state and nationally recognized holidays, and vacations (all without school for students), five planning periods will not be possible.
- B. Teachers including librarians shall be on duty at least one hour outside the beginning and closing of school. The actual time for the teacher's day shall be determined by the administration with the mutual consent of the teachers. This section does not apply to non-student days.

Librarians shall be on duty as teachers in their buildings on days classes are not in session. Librarians shall have a twenty (20) minute rest period the first four (4) hours of work each day. They shall likewise have a thirty (30) minute duty-free lunch period.

- C. Teachers shall have a thirty (30) minute duty-free lunch period and at the elementary school a daily twelve (12) minute duty-free planning period (five (5) minutes for kindergarten) unless contracted to supervise during this period. The Board agrees to exempt teachers from the responsibility of noon duty.
- D. Because the Pupil-Teacher ratio is an important aspect of an effective educational program, the parties agree that class size shall be maintained as listed below wherever possible, except in large group instruction or experimental classes where teachers have voluntarily agreed to exceed these maxima.
1. When it becomes necessary to exceed contractual class size limits at the secondary level due to these emergency situations: 1) unanticipated students coming into the district, 2) unanticipated students leaving the district, or 3) the need for a student to repeat a class, the teacher can voluntarily accept the additional student(s) up to 3 per class with a maximum of 6 students in a semester or trimester. Teachers who voluntarily accept these additional students will be compensated at the rate of .5% (1/2 of one percent) of the maximum salary under the MA+ column per student per trimester or .75% (3/4 of one percent) of the maximum salary under the MA+ column per student per semester. An effective Pupil-Teacher ratio will be achieved by effective and timely scheduling of all teachers and students, both elementary and secondary. The Board will strive to finalize teacher and student schedules for the year no later than three (3) weeks before the first scheduled work day preceding the beginning of the school year.
  2. Classes in kindergarten through grade 3 should not exceed twenty-five (25) pupils. Class size may be exceeded by no more than two (2) students. Classes at a grade level are to be equalized.

If any class at a given grade level should be required to accept a third student over twenty-five (25), adequate teachers shall be assigned to reduce classes to twenty-five (25) per teacher for that grade level. Split classes may be necessary to accommodate class sizes.

- a. The enrollments on the fourth Wednesday of September shall be used to determine the number of pupils and the number of teachers in achieving this ratio. Adjustments may be made at the beginning of the second trimester if the enrollments on the last Friday in October exceed the ratio and providing unbudgeted fund equity as adopted by the school district in October is available to the Board. If any homeroom class in grades kindergarten through 3<sup>rd</sup> grade has over twenty-seven (27) as of the February Count Day, then one hour of aide time per day per teacher will be provided for each student over twenty-seven (27). Further adjustments will not be made during the remainder of the year.

- b. Teachers and building principals shall cooperatively distribute the children by grades and/or classrooms. Students with special needs along with other factors including but not limited to: Title I, speech and language, and special education students shall be considered in making class assignments.
  - c. Classes at grade level are to be equalized as much as possible at the beginning of the school year. When new students arrive during the year, they will be distributed among current classes. If students move out of the district, then classes will not be redistributed in an effort to equalize class size.
3. Classes in grades 4 and 5 shall not be started at the beginning of the school year with more than twenty-seven (27) pupils. The number of pupils can exceed twenty-seven (27) after the first day of school provided aide assistance is given in accordance with the following:
- a. If any homeroom class in grades 4 and 5 has over twenty-seven (27) but less than 30 pupils, one hour of aide time per day per teacher will be provided for each student over twenty-seven (27).
  - b. If any homeroom class in grades 4 and 5 has thirty (30) or more pupils, adequate teachers shall be assigned to reduce classes to not more than twenty-seven (27) per teacher for that grade level. Said adjustment will be made at the beginning of the second trimester. Further adjustments will not be made during the remainder of the year.
  - c. Teachers and building principals shall cooperatively distribute the children by grades and/or classrooms. Students with special needs along with other factors including but not limited to: Title I, speech and language, and special education students shall be considered in making class assignments
  - d. Classes at grade level are to be equalized as much as possible at the beginning of the school year. When new students arrive during the year, they will be distributed among current classes. If students move out of the district, then classes will not be redistributed in an effort to equalize class size.

4. Secondary

Middle School and High School – Classes have a maximum of 29 students per class with an average class size of 27.

However, classes designed for remediation and/or intended for students below grade level in that specific academic area shall not exceed twenty-four (24) pupils per class.

Exceptions for Middle School and High School	Maximum per class
Physical Ed.	37
Music	no limit
6 <sup>th</sup> - 12 <sup>th</sup> Grade Art	26

- Total student load to be prorated for teachers whose schedules/assignments involve only some classes in the areas designated as exceptions.
- At any level, the placement of an Independent Study student (I.S.) shall be at the discretion of the teacher. No teacher shall be obligated to accept an I.S. student.
- To provide relief and avoid layoffs for the 2009-10 and 2010-11 school years, it is agreed that the student: counselor ratio for the Middle School and High School will be 400:1. The Middle School and High School counselor load shall not exceed a ratio of 300 students to one counselor wherever possible. A counselor may be shared by both elementary schools.

- E. The Board recognizes that appropriate texts, library reference facilities, maps and globes, laboratory equipment, audio-visual equipment, art supplies, athletic equipment, current periodicals, standard texts and questionnaires, computer equipment and software, and similar materials are the tools of the teaching profession. The Association and Central Administration will confer at least once per year for the purpose of improving the selection and use of such educational tools, and the Board will promptly implement all joint decisions made by its representatives and the Association. The Board agrees to make reasonable effort to keep the schools equipped and maintained.
- F. The Board and the Association mutually recognize the importance of continuous use of adequate teaching reference material in maintaining a high level of professional performance and the Board shall provide a teachers' professional library in each school in the district and include therein all books which are reasonably requested by the teachers.
- G. The Board agrees to make available in each school: typing, duplicating, computers, printers, and clerical personnel to aid teachers in the preparation of instructional material.
- H. The Board shall provide:
  - 1. A separate desk for each teacher in the district.
  - 2. Suitable space for teacher to store coats and personal articles.
- I. The Board shall make available in each school adequate restroom facilities exclusively for teacher use and at least one room appropriately furnished, which shall be reserved for use as a faculty lounge. Provision for such facilities will be made in all future buildings.
- J. The Board will provide a bulletin board and telephone service in all faculty lounges. Long distance calls not pertaining to school business will not be the Board's responsibility.
- K. Adequate off-street parking facilities shall be provided and properly maintained exclusively for teacher use.
- L. Teachers shall not be required to work under unsafe or hazardous conditions or to perform tasks which endanger their health, safety, or well being.
- M. The Board shall make available to teachers a current copy of their policy and rules and regulations of Williamston Community Schools at the beginning of the school year on the website. A complete copy of Board policies and regulations shall be given to the President of the Association at the start of each school year and the President shall return the copies at the end of each school year for updating. As new policies are enacted throughout the year, a hard copy shall be placed in the teacher's staff room in each building and a copy given to the Association President. All teachers will be made aware of the new policy through electronic communication.
- N. The Board retains the sole right to fill any extra duty positions. Extracurricular vacancies will be posted in designated areas. Any assignment in addition to the normal teaching schedule shall not be obligatory, but shall be with the consent of the teacher. Preference will be given to teachers regularly employed within the district.

Pay for new extracurricular positions must be negotiated between the Board and the Association. Regularly employed teachers holding extracurricular positions will be paid according to the extracurricular salary schedule. Evaluation of extracurricular personnel will be conducted by the building principal or his designee.

Pay for extracurricular positions will be paid as follows:

Fall Sports: 50% with first pay in September and 50% with the second pay in October.

Winter Sports: 50% with first pay in December and 50% with the second pay in March.

Spring Sports: 50% with first pay in April and 50% with the second pay in May.

All Non-coaching positions: 50% with second pay in December and 50% with the first pay in March.



Any teacher who voluntarily accepts a class in addition to the normal teaching load on a regular basis shall be compensated at the rate of 1/5<sup>th</sup> (one-fifth) his salary in grades 9-12, and 1/8<sup>th</sup> (one-eighth) or one divided by the total number of class periods in a typical day for that grade level of his salary in grades 6-8. This provision shall not be used to reduce teaching staff.

Payment for teaching an additional class shall be made in the next 7 pay periods for trimesters (10 pay periods for semesters) following the day the teacher begins teaching his additional class.

Any teacher who voluntarily gives up his assigned lunch hour to supervise students shall be compensated at the rate of eight (8) dollars per hour for such duty.

- O. All elements of the school community, including students, teachers, parents, administrators, and the Board of Education, must accept responsibility for the segments of education over which they exert an influence. The Board and the Association recognize that the ability of pupils to progress and mature academically is a combined result of school, home, economic, and social environment, and no one segment alone can be held accountable for all aspects of the academic achievement of the pupil in the classroom.
- P. As a school district, the Board and the administration are bound by the dictates of the State Board of Education, and must follow their directives. Such direction shall be implemented in keeping with statements agreed to in Item O. above.
- Q. If complete objectives for individual programs are mandated by either the state or local administration, then additional released time shall be provided. Training shall be provided in this time frame to help teachers write objectives that will meet the standards of the mandate.
- R. Any grievance involving an alleged violation of Article V, Section D shall be subject to the following expedited grievance procedure:
  - 1. The affected teacher and/or the Association shall submit the grievance directly to the Superintendent.
  - 2. The grievance shall be disposed of by the Superintendent in writing within three (3) working days of receipt of the grievance.
  - 3. If the Superintendent's response is not satisfactory, the Association may submit the matter to expedited arbitration, pursuant to the rules of the American Arbitration Association.
- S. When a general education classroom teacher is assigned a student from a special education program for severely impaired students, the teacher shall not be expected to perform routine, scheduled maintenance of a medical appliance or apparatus used by the student to sustain his bodily functions nor render routine, scheduled care or maintenance of exceptional bodily functions related to the student's impaired condition.
- T. After considering all factors, the building administrator will recommend the placement of an eligible disabled student into the most appropriate regular classroom. Class size is but one factor to be considered when considering classroom placement.
- U. The teacher who will be providing instructional or other services to a disabled student as described in Article V, Section S, shall be invited and at least one general education teacher is required to participate on the IEP Committee (IEPC) to develop an Individualized Education Plan (IEP) which may initially place (or continue the placement of) the student in a regular education classroom. The district will provide release time in the event the meetings are scheduled during a time the teacher is assigned to teach a class. Specific elements to be included by the IEPC for all IEP's include the following:
  - 1. The teacher shall be notified, informed and instructed regarding those areas concerning a particular student which are considered part of regular classroom instructional duties and those which fall under the provisions of Article V, Section S. In addition, the teacher shall be informed and instructed as to emergency measures which may be necessary on occasion due to the student's impaired condition. Otherwise, it shall be the responsibility of the teacher to implement the student's IEP for attending to the educational needs of the student while in the teacher's class.

2. When requested by the regular education classroom teacher in whose class(es) a disabled student is placed, special training or consultant assistance relevant to the student's needs will be arranged by the administration, provided, however, it does not involve items discussed in Article V, Section S.
3. If the IEP requires the assignment of an aide for the student, such aide shall be in place as expeditiously as possible with placement of the student in the class.

## ARTICLE VI

### Reduction in Personnel, Seniority and Recall

- A. Seniority shall be defined as the length of continuous service with the school district since the first actual workday of the teacher's most recent teacher contract. Any teacher hired before October 1 shall be considered as having a start date the same as the first workday of the current contract. No teacher shall have a start date before the first workday of the current contract unless he was hired to teach in the district during the previous school year. (This does not include substitute teaching.) Periods of time spent on paid leaves of absence, leaves taken under the Family Medical Leave Act (FMLA), Long Term Disability (LTD), and military leaves shall not constitute a break in continuous service and seniority shall accrue during such periods. Periods of time spent on unpaid leaves up to and including one year shall not constitute a break in continuous service and seniority shall accrue during such periods. For purposes of this article only, service at 50% or more of the full teaching load shall count as if the service was at the full teaching load; service at less than 50% of the full teaching load shall count as ½ year of seniority.
- B. If two or more teachers are found to have equal seniority, the following factors will be used in the order listed to determine the order of layoff, immediately prior to a layoff:
  1. Most teaching experience: The board will determine the amount of prior teaching experience to award at the time of hire and will notify the teacher in writing. Teaching experience may be actual teaching experience in the Williamston Community Schools, at other Michigan public schools, out-of-state public schools, non-public schools, charter schools and on a case by case basis, of a long-term substitute position in the Williamston Community Schools immediately prior to hire date. This language will only apply to this article.
  2. Most advanced degree held
  3. Most hours beyond degree. The total hours shall be calculated using (semester hours x 1.5 plus term hours).
  4. Extra duty assignment
  5. Drawing

In the event that a drawing must take place, all teachers so affected will participate in a formal drawing. The Association and teachers so affected will be notified in writing of the date, time and place of the drawing. The drawing shall be conducted openly and at a time and place that will reasonably allow affected teachers and Association representatives to be in attendance.

- C. The Board shall prepare and present to the Association a current seniority list prior to December 15th of each year. The seniority list shall also contain information regarding the teachers' certifications.
- D. Association officers who fill roles that create the potential for them to be directly involved in the enforcement of the Collective Bargaining Agreement shall be placed at the top of the seniority list throughout the term of their office. As of October 1 of each year, the Association will submit a list of the members in the specific positions eligible for placement at the top of the seniority list. These positions are President, President-Elect, Vice-President, Secretary, Treasurer, Grievance Chair, High School Representative(s), Middle School Representative(s), Explorer Representative(s), and Discovery Representative(s). The term "representative" in the preceding sentence shall refer to the representative positions elected according to the Association's By-Laws and shall not refer to two individuals choosing to share one position. This list shall not be modified unless there is a change in the holder of the position due to a catastrophic qualifying event such as termination of employment; a leave of absence; or an extended disability or illness. All other events would not warrant a change until the following year.

- E. Credit given for outside teaching experience in school districts shall not be considered for the purpose of accumulating seniority, but shall serve to reduce the probationary period in accordance with the provisions of the Michigan Tenure Act.
- F. The Board and the Association realize that education, curriculum, and staff to a large degree depend upon the economic resources available to the Board as provided by the public and the state of Michigan. Therefore the parties understand it may be necessary to reduce the educational program, curriculum, and teaching staff, and agree as follows:
1. It is recognized that it is within the sole discretion of the Board to reduce the educational program and curriculum when economic necessity dictates.
  2. In order to promote an orderly reduction in personnel when the educational program and curriculum is curtailed, the following procedure will be used:
    - a. Probationary teachers shall be involved in the reduction first where any tenured teacher whose position has been curtailed is certified and qualified to perform the services of the probationary teacher.
    - b. In the event tenured teachers' services must be involved in reduction, it will be based on the basis of seniority, certification and qualifications. It is expressly understood that the Association shall have the right to review the reduction list prior to notification of the individuals involved.
- G. Layoff Notice: No teacher shall be laid off pursuant to a necessary reduction in staff for any school year or portion of a school year unless such teacher shall have been notified of the layoff in accordance with the following:
1. Layoffs shall only be effective at the beginning of the school year or 1<sup>st</sup> day of February.
  2. For layoffs effective at the beginning of the school year, sixty (60) calendar days notice must be given before the effective date of the layoff.
  3. Layoff on the 1<sup>st</sup> day of February shall be allowed only if the following conditions exist:
    - a. There has been an executive order/cut and/or state wide appropriation loss since the adoption of the appropriation act adopted by the Board on or about July 1 of the fiscal year in which the layoff was effective which amounted to a loss of total district revenues of 1.0 percent or more, OR
    - b. There has been failure of an operating millage increase or renewal proposal after July 1, OR
    - c. There is an unanticipated financial emergency, OR
    - d. The-membership count day enrollment was at least 0.75 percent less than the district's projected enrollment used in adopting the Appropriations Act. (Note: Appropriations Act is the formal name for the Board budget adopted on or about July 1.)
- The number of layoffs allowed under the above conditions shall not exceed the number of teachers needed to be cut in order to recover the lost revenue. It is understood that this shall not require the Board to engage in partial layoffs, so that the amounts are equal.
- H. Recall from layoff: Teachers on layoff shall be recalled in order of greatest seniority, provided the more senior teacher(s) are certified and qualified for the vacancy or vacancies to be filled. A teacher shall remain on the seniority list and retain recall rights for seven (7) full school years following the date of layoff. For a teacher laid off in mid-year, the seven (7) full years would begin with the start of the next school year.
- I. Notice of recall shall be sent by certified or registered mail to the teacher's last known address. It shall be the responsibility of the teacher to keep the Board informed of his current address. The Board's obligations regarding recall of a teacher shall be fully satisfied if the notice of recall is sent to the teacher's last known address. The teacher will have fifteen (15) calendar days to indicate his desire to accept or reject an offer of recall, and the fifteen (15) calendar days shall commence running on the date the notice of recall is received.

- J. The individual contract executed between each teacher and the Board is subject to the terms and conditions of this Article. It is intended that this provision takes precedence over and governs the individual contract, and the individual contract is expressly conditioned upon this provision.
- K. Any teacher involved in a staff reduction shall, upon return, have all previously accrued benefits reinstated, if the teacher has complied with the terms of the recall procedure.
- L. Subject to Article XXI (Job Sharing) refusal or acceptance of a position which is less than full-time shall not affect the teacher's right to recall to a full-time position for which he is certified and qualified.
- M. Administrators who have never served in a bargaining unit classification have no seniority rights in the bargaining unit.

Administrators who were initially employed in the bargaining unit and subsequently transferred or promoted to an administrative position continue to accumulate seniority within the bargaining unit for the duration of their continuous employment within the District.

N. For purposes of this Article, the term "qualified" shall be defined as:

- 1. At the elementary level (K-5):
  - a. A valid K-8 teaching certificate and
  - b. 1. Teaching experience at the K-6 level; or
  - 2. K-8 certification earned within the previous five (5) years; or
  - 3. Eighteen (18) term or twelve (12) semester hours earned in elementary education beyond the hours earned for certification.

If a teacher does not have the eighteen (18) term or twelve (12) semester hours, the teacher shall be given the opportunity to complete the hours needed for qualification provided the teacher agrees in writing to complete the eighteen (18) term or twelve (12) semester hours within one (1) calendar year of the commencement date of the assignment. Notwithstanding section N. 1 b 1., if not completed within one (1) calendar year, the person will be laid off at the end of that calendar year unless the Board grants an extension.

- 2. At the Middle School (6, 7, 8) level:
  - a. A valid teaching certificate, and
  - b. Eighteen (18) term or twelve (12) semester hours in subject(s) to be taught, such as:
 

Physical Education/Health	Language Arts (English/Reading)
Art	Mathematics
Music	Social Studies
Foreign Language	Science

If a teacher does not have the eighteen (18) term or twelve (12) semester hours, the teacher shall be given the opportunity to complete the hours needed for qualification provided the teacher agrees in writing to complete the eighteen (18) term or twelve (12) semester hours within one (1) calendar year of the commencement date of the assignment. If not completed within one (1) calendar year, the teacher will be laid off at the end of that calendar year unless the Board grants an extension.

- c. Should the sixth grade be returned to elementary status, the foregoing provisions shall not be applicable and the provisions governing elementary qualifications shall apply.
- 3. At the High School level (9-12):

- a. A valid teaching certificate, and
  - b. Major or minor on certificate in the subjects to be taught.
4. To be qualified for instrumental music, the teacher must have a major or minor in music with emphasis in instrumental music. To be qualified for vocal music, the teacher must have a major or minor in music with emphasis in vocal music.
  5. If a teacher is taking courses pursuant to section N. 1. b. or N. 2. b. of this Article, or if the Board is otherwise willing to allow a teacher to teach in an assignment that the teacher is not qualified for, the Board will pay one-half the cost of tuition for courses the teacher takes in order to become qualified. The payment will not exceed the cost of ninety term hours or 60 semester hours in a fiscal year.
  6. A teacher shall not be deemed to be unqualified for his assignment if the teacher meets the qualification standards for the major portion of the assignment.

ARTICLE VII  
Teacher Observation and Evaluation

- A. Evaluations shall be conducted by the teacher's immediate supervisor or an administrator possessing a teaching certificate working in the same building or otherwise familiar with the teacher's work, using the present evaluation form or an instrument mutually agreed upon by the Association and the Board which has been explained to the teacher.
- B. Formal monitoring or observation of the work of a teacher for purposes of evaluating work performance shall be conducted openly and in the classroom with full knowledge of the teacher. Formal monitoring in any other manner shall be done only with the consent of the teacher.
- C. If the evaluator has a concern about any performance, he shall attach to or include with the evaluation/observation report the following:
  1. A description of the concern relative to performance
  2. A description of the desired level of performance
  3. Suggestions which could be used by the teacher to improve
  4. The consequences of failure to improve to a satisfactory degree by a specific reasonable point in time
- D. A copy of the written observation shall be made available to the teacher at the time of the post-observation conference which shall occur, within ten (10) days of the observation, and the teacher and the evaluator shall review the observation jointly. In the event the teacher is unavailable for the post-observation conference due to unforeseen circumstances, the conference will be held as soon as practical, but no later than within ten (10) days of the teacher's return. All observations shall be based upon valid criteria for evaluating professional growth. The teacher may file a response to the evaluator's observation summary if he so desires.

Teachers will receive a copy of the final summative evaluation form a minimum of one (1) day in advance of the final summative evaluation conference.

A copy of the summative evaluation form shall also be made available to the teacher at the time of the summative evaluation conference which shall occur within thirty (30) calendar days of the final observation and the teacher and the evaluator shall review the summative evaluation. In the event the teacher is unavailable for the summative conference due to unforeseen circumstances, the conference will be held as soon as practical, but no later than within ten (10) days of the teacher's return. All summative evaluations shall be based upon valid criteria evaluating professional growth. The teacher may file a response to the summative evaluation if he so desires.

- E. Formal observations shall be arranged between the teacher and the administrator and conducted at a mutually agreeable time and day. Each observation shall be for a period of at least thirty (30) consecutive minutes.

1. Tenured teachers shall be evaluated in writing, at least once every three (3) years.
  2. The work performance of probationary teachers shall be observed three (3) times per year. At least one (1) observation shall occur in the first semester or first trimester as appropriate to the building calendar where the teacher has the majority of his assignment with the district. The initial observation of the first year probationary teacher shall be no later than ninety (90) calendar days after the teacher's start date to be of maximum benefit to the teacher. All required observations shall be completed by March 23 for teachers hired to start teaching in August/September.
- F. No later than March 30, of each probationary year, the final written evaluation, covering each probationary teacher with an August/September hire date, including the recommendation as to whether the teacher should be advanced to tenure status, offered additional probationary status, or denied a contract for the ensuing year, will be furnished by the evaluator to the Superintendent. A copy shall be furnished to the teacher. The report should not contain any information not previously made known to and discussed with the teacher. In the event a teacher is not continued in employment, the Board will advise the teacher of the reasons in writing, with a copy to the Association.
- G. The evaluations of teachers in performance of their duties in extra-curricular positions shall not be considered when evaluating teaching performance.

ARTICLE VIII  
Student Discipline and Teacher Protection

- A. It is recognized that discipline problems are less likely to occur in classes which are well taught and where a high level of student interest is maintained. It is likewise recognized that when discipline problems occur, they may most constructively be dealt with by encouragement, praise, and emphasis upon the child's desirable characteristics.
- B. A teacher may exclude a pupil from one class when the grossness of the offense, the persistence of the misbehavior or the disruptive effect of the violation makes the continued presence of the student in the classroom intolerable. In such cases, the teacher will furnish the principal, as promptly as his teaching obligations will allow, full particulars of the incident. The full particulars of the incident shall be furnished to the principal no later than the end of the school day.
- C. Suspension of students from school may be imposed only by the principal and/or Superintendent. School authorities will endeavor to achieve correction of student misbehavior through counseling and interviews with the child and his parents when warranted.
- D. If any teacher is involved in legal action as a result of any action taken by the teacher while in pursuit of employment, while acting in accordance with policy of the Board, the Board will provide legal counsel and render all necessary assistance to the teacher in his defense.
- E. Time lost by a teacher in connection with any incident mentioned in this Article shall not be charged against the teacher.
- F. Any case of assault upon a teacher shall be promptly reported to his principal. The Board will provide legal counsel to advise the teacher of his rights and obligations with respect to such assault and shall render all reasonable assistance to the teacher in connection with the handling of the incident by law enforcement and judicial authorities. The Board shall reimburse a teacher, in an amount not to exceed \$200, for loss, damage, or destruction, while on duty in the school, of his personal property of a kind normally worn or brought into the school, when the same has not been caused by the negligence of the teacher. This obligation shall not encompass wear, tear, or gradual deterioration of property or loss of money. This obligation shall also extend to loss, damage, or destruction of a teacher's personal property while left unattended in any automobile parked on school premises, provided such automobile is equipped with a fully enclosed body and the loss is a direct result of forcible entry into a fully enclosed body, the doors and windows of which shall have been securely locked. This obligation shall extend only to that portion of any such loss not covered by insurance taken out by the teacher and shall be payable only after the teacher has first exhausted all possibility of collecting for such loss under his own insurance, if any.

- G. No action shall be taken upon any complaint by a parent or a student directed toward a teacher, nor shall any notice be included in the teacher's personnel file, unless the matter is promptly reported in writing to the teacher concerned after completion of the administration's investigation. If any question of breach of professional ethics is involved, the Association shall be notified.
- H. The Board shall advise teachers of its rules of policy regarding use of corporal punishment. A teacher may use such force as is reasonably necessary to protect himself, another Board employee, or a student from attack or injury.

ARTICLE IX  
Negotiation Procedure

- A. During the professional negotiations leading up to this Agreement each party has the right to make proposals and bargain on all negotiable matters. This contract contains the entire agreement of the parties. During its life, each party agrees that the other will not be required to engage in further bargaining on any matter, except by mutual agreement of the parties involved.
- B. It is agreed that any teacher, the Association, or the Board shall have the right during the term of the Agreement to bring matters not covered, but of common concern, to the attention of the administrative staff or to the Professional Negotiations Committee of the Association for its study and recommendation, it being understood that no such matters shall become the subject of arbitration or mediation during the life of this contract unless the parties mutually agree to such processes in writing.
- C. In the negotiations procedure, neither party shall have any control over the selection of the negotiating team of the other party and each party may select its representatives from within or outside the school district. It is recognized that no final agreement between parties may be executed without ratification by a majority of the Board and by a majority of the membership of the Association, but parties mutually pledge that representatives selected by each shall be clothed with all necessary power and authority to make proposals, consider proposals, and make concessions in the course of negotiations or bargaining, subject only to such ultimate ratification.
- D. Representatives of the Board and Association will meet in January of the expiration year of the contract and mutually agree to a beginning date for negotiations.
- E. If the parties fail to reach an agreement in any such negotiations, either party may invoke the mediation machinery of the Michigan Employment Relations Commission or take any other lawful measures it may deem appropriate.

ARTICLE X  
Grievance Procedure

For all grievances regarding class size language (Article V, Section D), the grievance procedure outlined in Article V, Section R shall be followed.

- A. Definitions
  - 1. A grievance shall mean a complaint by a teacher in the bargaining unit that there has been a violation, misinterpretation or inequitable application of a specific provision of this Agreement.
  - 2. A "dispute" is any complaint regarding any rule, order or regulation of the Board relating to wages, hours or working conditions which is filed by the Association.
  - 3. As used in this Article, the term "teacher" shall mean a member of the bargaining unit or more than one member of the bargaining unit having the same grievance, or the Association.
  - 4. The term "days" as used herein shall mean days in which school is in session.
- B. The following matters shall not be the basis of any grievance filed under the procedure outlined in this Article:

1. Any matter as to which a method of review is prescribed by law
2. The termination of services of or failure to reemploy any probationary teacher
3. The placing of a nontenure teacher on a fourth year of probation

C. Procedure

1. Level One:

- a. The teacher who feels that he has a grievance should first take the matter up verbally with the Principal of the school (within five (5) working days following the act or the date the teacher reasonably has knowledge of the act or condition which is the basis of his grievance), who will attempt to resolve it with him. The teacher at his option may have a representative at such a conference. The Board hereby designates the Principal of each building to act as its representative at level one.
- b. If this fails to resolve the grievance, the teacher shall, within five (5) days of the verbal conference with the Principal, reduce the grievance to writing specifying the following:
  1. It shall be signed by the grievant or grievants;
  2. It shall be specific;
  3. It shall contain a synopsis of the facts giving rise to the alleged violation;
  4. It shall cite the section or subsections of this contract alleged to have been violated;
  5. It shall contain the date of the alleged violation; and
  6. It shall specify the relief requested.

Any written grievance not substantially in accordance with the above requirements may be rejected as improper.

- c. Within five (5) working days of receipt of the grievance, the Principal shall attempt to arrange a conference to resolve the grievance. At the time of the conference, the teacher may appear personally or he may be represented by an Association Representative, or both. Such conference shall be scheduled at a time when there is no disruption of normal school routine and duties of the teachers.
  - d. Within ten (10) days of the conference, or longer if mutually agreed to, the Principal shall answer such grievance in writing.
  - e. If the grievance is not appealed within ten (10) working days, the Principal's decision will be final.
2. Level Two:
- a. If the Association does not accept the Principal's answer, the grievance may be appealed to the Superintendent of Schools by sending such notice to him within ten (10) working days from the date of the Principal's decision.
  - b. Within ten (10) working days of receipt of the appeal, the Superintendent, or his designated representative, will arrange for a conference to satisfactorily resolve the grievance. Such conference shall be scheduled at a time when there is no disruption of normal school routine and duties of the teachers.



- c. Within ten (10) working days of the conference, or longer if mutually agreed to, the Superintendent, or his designated representative, shall answer such grievance in writing.
- d. Such answer shall be final and binding unless appealed to the next step within ten (10) working days from the date of the decision.

3. Level Three:

If the grievant and/or the Association representative(s) are not satisfied with the disposition at the Superintendent's level, the grievance and responses shall be transmitted to the Board within ten (10) days of the Superintendent's decision. The President of the Board within ten (10) days after receipt of the grievance shall decide whether or not to schedule a hearing for the Board's next regularly scheduled meeting. The Board shall communicate this decision to the Association within fifteen (15) days after receipt of the grievance.

If the hearing is held, the Board shall render its decision within one month from the date of the hearing. Any dispute or grievance that cannot be taken to arbitration shall be heard by the Board.

4. Level Four:

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

- a. If no hearing is held, or if the Association is not satisfied with the disposition of the grievance by the Board, it may within ten (10) days of the Board's decision or receipt of notice that the Board's President decided not to schedule a hearing, file a written notice to the Board that the Association is proceeding to arbitration. If the parties cannot agree upon an arbitrator, within five (5) days from the date the Association files the written notice, the Association shall file a Demand for Arbitration with the American Arbitration Association within fifteen (15) days from the date the Association files the written notice. The arbitrator shall be selected in accordance with American Arbitration Association rules.
- b. Neither party may raise a new defense or ground at Level Four not previously disclosed. Each party shall submit to the other party not less than three (3) days prior to the hearing a prehearing statement alleging facts, ground, and defenses which will be proven at the hearing and hold a conference at that time in an attempt to settle the grievance.
- c. The decision of the arbitrator shall be final and conclusive and binding upon employees, the Board, and the Association; subject to the right of the Board or the Association to judicial review, any lawful decision of the arbitrator shall be forthwith placed into effect.
- d. Powers of the arbitrator are subject to the following limitations:
  - 1. He shall have no power to add to, subtract from, disregard, alter, or modify any of the terms of this Agreement.
  - 2. He shall have no power to establish salary schedule or to change any salary that is not in conformity with the salary schedule.
  - 3. He shall have no power to change any practice, policy, or rule of the Board nor substitute his judgment for that of the Board as to the reasonableness of any such practice, policy, rule, or any action taken by the Board, provided such practice, policy, or rule is not in conflict with the express provisions of this Agreement. Disputes as defined in this article shall not be subject to arbitration.
  - 4. He shall have no power to decide any question which under this Agreement, is within the responsibility of the management to decide. In rendering decisions, an arbitrator shall give due regard to the responsibilities, except as they may be specifically conditioned by this Agreement.

5. He shall have no power to interpret state or federal law.
  6. He shall not hear any grievance previously barred from the scope of the grievance procedure.
- e. After a case on which the arbitrator is powered to rule has been referred to him, it may not be withdrawn by either party except by mutual consent.
  - f. If either party disputes the arbitrability of any grievance under the terms of this Agreement, the Arbitrator shall have no jurisdiction to act on the merits of the case until the arbitrability of the matter has been determined in writing by the Arbitrator. In the event that a case is appealed to the Arbitrator on which he has no power to rule, it shall be referred back to the parties without decision or recommendation on its merits.
  - g. More than one grievance may not be considered by the Arbitrator at the same time except upon expressed written mutual consent.
  - h. The cost of the Arbitrator shall be borne equally by the parties except each party shall assume its own cost for representation including any expense of witnesses.
5. Should a teacher fail to institute a grievance within the time limits specified, the grievance will not be processed. Should a teacher fail to appeal a decision within the limits specified, or leave the employ of the Board, (except a claim involving a remedy directly benefiting the grievant regardless of his employment), all further proceedings on a previously instituted grievance shall be barred.
  6. The Association shall have the right to initiate a grievance involving a teacher or group of teachers, unless requested, in writing not to do so by the teacher or group of teachers.
  7. All preparation, filing, presentation, or consideration of grievances shall be held at times other than when a teacher or a participating Association representative are to be at their assigned duty stations.
  8. Where no monetary loss has been caused by the action of the Board complained of, the Board shall be under no obligation to make monetary adjustments and the Arbitrator shall have no power to order one.
  9. Arbitration awards or grievance settlements will not be made retroactive beyond the date of the occurrence or nonoccurrence of the event upon which the grievance is based. In no event, however, shall the settlement be earlier than thirty (30) days prior to the date on which the grievance is filed.
  10. The Board of Education and its representatives shall be entitled to file grievances against the Association and its representatives and pursue such grievances to arbitration where necessary for alleged violations of this Agreement.

ARTICLE XI  
Professional Growth

- A. Teachers shall be required to participate in in-service training programs, conferences, and workshops when initiated by the administration and paid for by the Board.

Specific areas for discussion may be submitted by any teacher prior to the printing of the agenda which shall be distributed at least four (4) days in advance of said staff meeting, at the expense of the Board.

Teachers who are requested and given written prior approval by the Superintendent to participate in summer in-service related to Board goals shall be paid upon completion of the in-service at the substitute rate of pay in effect at the conclusion of the preceding school year.

- B. Teachers shall serve on professional committees concerning school problems during the school day, as deemed necessary by the administration.

When teachers are requested to serve as chairpersons of the major K-12 committees, outlined in the five-year educational plan, they will be paid \$250 during steps 1, 3, 4, 5, and \$500 during step 2 of the plan. Payment will be made in two equal installments mid-year and upon completion of the responsibilities as outlined in the job description.

- C. Teachers may be required to attend building meetings called by the principal forty-five (45) minutes prior to the convening of school, or for a period of forty-five (45) minutes after dismissal.
- D. Attendance at all staff meetings is mandatory if notified twenty-four (24) hours in advance.
- E. Newly-hired teachers, teachers who have renewed or have a change in their certificate, must file their valid certificate and/or their official transcript of credits with the Superintendent's office by September 15.
- F. Changes in step on the salary schedule become effective on the first (1<sup>st</sup>) work day of each year and advancements in track on the salary schedule shall be automatic as of the beginning of the school year or on the middle day of the negotiated work calendar for the school year following completion of required academic or professional courses. (I.e. for a year with 182 scheduled work days, the middle day would be the 92<sup>nd</sup> work day of the year and for a year with 186 scheduled work days, the middle day would be the 94<sup>th</sup> work day of the year.) It shall be the duty of the teacher to furnish the Board with an official transcript of all such records.
- G. In order to qualify for advancement on the salary schedule:
1. All hours must be in the area of the teacher's teaching major or minor field or other area of the profession.
  2. Courses taken for the MA+20 track must be earned after the completion of the MA degree. (See the salary schedule for clarification as to how hours are calculated for the MA+ 20 track.)
  3. Any exception must have written approval of the Superintendent of Schools.
  4. Teachers employed by the Williamston Community Schools during the 1987-88 school year will be exempt from the restrictions of Section 1 for hours earned on the MA+20 track (Hours can be earned in any area, but still must be earned after the completion of the M.A. degree).
- H. In each building, one day of in-service is to be planned by staff for in-service, grade level, or vertical planning activities with the topics and activities to be approved by the principal from several submitted by the staff.

## ARTICLE XII Professional Compensation

- A. The Board shall provide MESSA's SC1 or MESSA Choices II protection, for a full twelve-month period for the employee and his family through the MESSA program. The Board will fully fund MESSA Choices II protection with a \$10/\$20 prescription card, and if SC1 is selected the employee will be responsible for paying the entire difference in the insurance premium without a cap using a medical reimbursement account. When appropriate, Medicare Premiums will be paid on behalf of the eligible spouse and of the dependents. All teachers hired to start work in the 2009-10 school year and beyond will be provided MESSA Choices II protection with a \$10/\$20 prescription card. Any teacher who selects MESSA Choices II will not be allowed to switch back to SC1. Any teacher employed by Williamston Community Schools who goes on leave while under SC1 protection shall be able to select SC1 upon the teacher's return as long as SC1 is offered to teachers.

The Board also agrees to provide additional insurance benefits listed below designated by MESSA as Williamston PAC III.

- |   |   |
|---|---|
| I. LTD<br>(Provided only as long as premiums are competitive with other carriers and as long as LTD through MESSA is available to all other school employees) | -Plan I - 70%<br>-90 calendar days modified fill<br>-\$5000 maximum<br>-social security freeze<br>-alcoholism/drug addiction 2 year |
|---|---|

- 2. Delta Dental Plan E07 80/80/80 \$800  
(\$800 lifetime maximum orthodontal per person)
- 3. Negotiated Life \$30,000
- 4. Vision VSP-3

B. The Board also agrees to pay to each teacher not holding basic coverage MESSA Super Care I or MESSA Choices II Insurance Plan:

- 1. In lieu of health insurance, the board will pay the employee \$300 per month in cash. The employee must fill out an election form prior to September 1<sup>st</sup> of each year to receive this benefit. (In the 2009-10 school year, this becomes effective the same date TRI MED is changed over to Choices II.)
- 2. The insurance options listed below:
  - a. LTD as specified in section A
  - b. Delta Dental Plan 100: 90/90/80: \$800  
(800 lifetime maximum orthodontal per person)
  - c. Vision VSP-3
  - d. Negotiated Life \$40,000

C. Health, dental, LTD, vision and life insurance benefits will be provided for teachers who have exhausted paid sick leave and who are on unpaid sick leave providing:

- 1. The teacher shall notify the Board at the beginning of such leave of intention to return following the illness/injury/disability causing the leave, and;
- 2. The teacher upon request provides the Board with a physician's statement stating the teacher is physically unable to perform his duties during unpaid leave.

Health insurance benefits will be pro-rated for teachers who are on unpaid leave and do not intend to return to a teaching position in the Williamston Community Schools. It is expressly understood that health, dental, LTD, vision and life insurance benefits cease on August 31 if the teacher does not return the following school year.

When teachers' services are terminated or when a teacher voluntarily resigns before the expiration date of his teaching contract, all insurance, loss of time, and LTD benefits shall be terminated at the end of the month in which service was terminated.

D. The Board shall provide, without cost to the employee, the opportunity to utilize the benefits of a Child/Dependent Care Spending Account, a Medical Spending Care Account, and Cash in Lieu of Health Insurance as provided for in Section 125 and 129 of the Internal Revenue Code. The program shall be devised mutually by the Board and the Association and will be in accordance with IRS rules and regulations. In the event that IRS regulations, federal law, or state law regarding these programs is changed, the Board and the Association shall meet to rewrite the program to comply with changes in the law.

In accordance with IRS regulations, any money deducted and not claimed for reimbursement cannot be returned to the employee. The school district shall retain the portion of such excess funds needed to fund the administrative costs of the programs. Any additional monies, including interest earned on those monies, shall be put into a scholarship fund for students.

E. Upon the renewal of the teacher's teaching certificate, the district will reimburse the teacher \$125 for the cost of the renewal. The payment will be made within 30 calendar days from the date that the new certificate is submitted to the business office.

- F. Teachers who are expected by their job descriptions and/or their administrators and approved by the Superintendent to work days beyond the negotiated calendar will be paid a per diem rate for the days worked. The per diem will be calculated by taking that teacher's annual salary for the year (or for the year just completed, if the work is during the summer) and dividing by the actual number of working days in the calendar (182 days for the 2009-10 and 2010-11 school years). If an hourly rate is needed, it will be calculated by dividing the daily rate by seven (7) hours. For extra work done during the school year, the payment will be made in the next unclosed regularly scheduled paycheck. For work done during the summer, the payment will be made in the first paycheck of the upcoming school year. This work shall not exceed 15 days per individual in any one calendar year.

### ARTICLE XIII

#### Professional Dues or Fees and Payroll Deductions

- A. Any teacher who is a member of the Association, or who has applied for membership, may sign and deliver to the Board an assignment authorizing deduction of Professional Dues in the Association which sum shall be established by the Association. Such authorization shall continue in effect from year to year unless revoked in writing between June 1 and September 15 of any year. Pursuant to such authorization, the Board shall deduct one-twentieth of such Dues from each regular salary check of the teacher (excluding the first check of the year) each month for ten (10) months or an option of three pays before January 1, beginning in September and ending in June of each year. Any teacher who shall not perform services for any entire month of the school year shall have his dues reduced by one-tenth of the yearly dues for each entire month he did not work, except where the failure to perform services during any month was the result of the teacher taking any leave of absence or sick leave provided for in his contract.
- B. Any teacher who is not a member of the Association in good standing or who does not make application for membership within thirty (30) days from the date of commencement of teaching duties shall, as a condition of employment, pay as a Representation Benefit Fee to the Association a legally permissible amount determined in a legally permissible manner not to exceed the Professional Dues of the Association, provided, however, that the teacher may authorize payroll deduction for such fee in the same manner as provided in the preceding paragraph A. In the event that a teacher shall not pay such Representation Benefit Fee directly to the Association or authorize payment through payroll deduction, as provided in the preceding paragraph, the Board may cause the termination of employment of such teacher. The parties expressly recognize that the failure of any teacher to comply with the provisions of this Article is just and reasonable cause for discharge from employment, since the establishment of said Representation Benefit Fee is deemed to be the sum required to insure that non-members pay their proportionate share of the costs of obtaining and administering the benefits to be received.
- C. The procedure in all cases of discharge for violation of this Article shall be as follows:
1. The Association shall notify the teacher of non-compliance by certified mail, return receipt requested. This notice shall detail the non-compliance, and shall advise the recipient that a request for discharge may be filed with the Board in the event compliance is not effected.
  2. If the teacher fails to comply, the Association may file charges in writing, with the Board, and shall request termination of the teacher's employment. A copy of the notice of non-compliance and proof of service shall be attached to the charges.
  3. The Board, only upon receipt of these charges and request for termination, shall conduct a hearing on the charges, and to the extent that the teacher is protected by the provisions of the Michigan Teacher's Tenure Act, MCL 38.71 et. seq., all proceedings shall be in accordance with the Act. In the event of compliance at any time prior to discharge, charges may be withdrawn. The Association, in the processing of charges, agrees not to discriminate between various persons who may have refused to pay the Professional Dues and/or Representation Benefit Fee.
- D. With respect to all sums deducted by the Board pursuant to authorization of the employee, whether for Professional Dues or Representation Benefit Fee, the Board agrees promptly to disburse said sums upon direction of the Association.
- E. The Association agrees to defend, indemnify, and save the Board, and including each individual school Board member, harmless against any and all claims, demands, costs, suits, or other forms of liability including back pay and all court or administrative agency costs that may arise out of or by reasons of, action by the Board for the purpose of complying with Section A through E of this Article, provided the Board's action is not a violation of its specific written procedures under this Article.

ARTICLE XIV  
Part-Time Teachers

- A. Teachers hired before the first scheduled teacher workday of the school year (including teachers offered part-day teaching contracts) shall be offered written contracts for the entire school year.
- B. Teachers hired after the first scheduled teacher workday of the school year (including teachers offered part-time teaching contracts) shall be offered written contracts for the remainder of that school year.
- C. A teacher's salary for part-time employment shall be based on the following term descriptions:

Pt = number of assigned periods contracted  
 Pr = number of assigned periods in a normal teaching load in that building  
 S = appropriate step allowable for the contractual salary scale  
 ATC = actual full year teacher contract days

$$\text{Formula: } S \times \frac{Pt}{Pr} \times \frac{\text{Actual Days Worked}}{ATC} = \text{part-time teacher's salary}$$

- D. At the beginning of the school year each part-day teacher will be granted fifteen (15) days of leave with pay at the rate established in Section C. above rounded to the nearest one-tenth (1/10) day to be used for sickness, or death, injury or serious illness in the immediate family, or personal business as specified in Article IV, Sections B and C. The unused leave days may accumulate in accordance with Article IV, Section A. In the event a part-time teacher's status changes, the leave days accumulated at one rate shall be pro-rated to the new rate using the following formula:

Ptn = new number of assigned periods contracted to work  
 Pto = old number of assigned periods contracted to work when sick leave days earned.  
 Prn = new number of assigned periods in a normal teaching load in that building  
 Pro = old number of regular assigned periods in a normal teaching load in that building  
 Ao = unused leave days  
 ATC = actual full year teacher contract days

$$\frac{Pto}{Pro} \times \frac{\text{Days Worked}}{ATC} \times 15 + \frac{Ptn}{Prn} \times \frac{\text{Days Worked}}{ATC} \times 15 = \text{equivalent full days}$$

- E. Each part-time teacher shall be available in the schools an appropriate portion of the unassigned planning period. The appropriate portion shall be based on the following formula:

$$\frac{Pt}{Pr} \times (\text{regular minutes of a conference period for that building}) = \text{prorated planning time.}$$

Each part-time teacher shall attend scheduled staff meetings, parent-teacher conferences, in-service workshops, and in general, assume the responsibilities of a full-time teacher.

A workday schedule shall be provided each semester or trimester, as appropriate, by the principal of that building and shall be attached to the contract.

- F. At such time as  $\frac{Pt}{Pr} + \frac{Pt}{Pr} \dots$  for a period of consecutive years equals or exceeds 1/2, the teacher will move up 1/2 on the salary schedule (see Section C).

- G. A full-time teacher may request to be employed on a part-time basis. The part-time positions will normally be for a full year unless otherwise approved by the Board. Any teacher requesting to be employed on a part-time basis shall submit a request to the Superintendent of Schools by April 15 prior to the year of part-time assignment. The granting of a part-time teaching assignment shall be at the sole discretion of the Board and shall commence at the beginning of the school year unless otherwise approved. Teachers requesting part-time assignment shall be notified in writing by June 1 as to whether or not such assignment shall be made. A teacher who is permitted to work on a part-time basis pursuant to this provision shall not be entitled to resume full-time status prior to the commencement of the next school year unless otherwise approved by the Board. The teacher's written notification to the Superintendent that the teacher intends to return to full-time status must be received by certified mail by April 15 prior to the next school year.

All benefits, including wages, leaves of absence, and insurance benefits, will be pro-rated for teachers employed on a part-time basis unless otherwise specified in this Section. It is the intent of the Board to pro-rate the cost of insurance as contained in Article XII, Section A and to apply that pro-rated amount to option A or B at the teacher's discretion. If option B is selected the minimum benefits provided by the Board will be all benefits as listed in Section B, Part 2. The remainder of the pro-rated benefits may be applied to an annuity of up to the maximum as listed in Section B, Part 1. If option A is selected, the teacher shall be responsible for reimbursing the Board for the remaining cost of his selection. Such reimbursement shall be handled through payroll deduction. The pro-ration for insurance purposes is based upon the number of assigned periods for teachers employed full-time within that building. Teachers offered Board-initiated part-time positions, as an alternative to layoff, shall be entitled to full benefits. Teachers newly employed by the Board to take a part-time position shall be entitled to pro-rated benefits as outlined above.

- H. Except as provided above and in Article XII, all of the rights in the Master Agreement will be extended to part-day teachers.
- I. Part-time middle school teachers shall be contracted for the assigned team planning period, provided it is adjacent to the contracted teaching periods.

#### ARTICLE XV Miscellaneous

- A. Teachers unable to report for duty because of illness or any emergency shall call their respective principal or designee as early as possible, but no later than one hour and fifteen (15) minutes prior to the opening of school.

#### ARTICLE XVI Scope of Agreement

- A. This Agreement shall supersede any rules, regulations, or practices of the Board which are contrary to or inconsistent with its terms. It shall supersede any contrary or inconsistent terms contained in any individual teacher's contract heretofore in effect. All future individual contracts shall be made expressly subject to the terms of this Agreement.
- B. The Board of Education shall make available copies of this Agreement within one month of ratification of both parties.
- C. If any provision of this Agreement or any application of this Agreement to any employee or group of employees shall be found contrary to law, then such provisions or application shall not be deemed valid and subsisting except to the extent permitted by law. But all other provisions on applications shall continue in full force and effect.

#### ARTICLE XVII Strike Prohibition

- A. The Association recognizes that strikes, as defined by section I of Public Act 336 of 1947 of Michigan, as amended, are contrary to law and public policy. The Board and the Association subscribe to the principle that differences shall be resolved by appropriate and peaceful means, in keeping with the high standards of the profession, without interruption of the school program. Accordingly, the Association agrees that during their term of this Agreement, it will not direct, instigate, participate in, encourage or support any strike against the Board by any teacher or group of teachers, which is contrary to law.
- B. The Board agrees not to commit any unfair labor practices.

ARTICLE XVIII  
Student Teachers

No teacher shall be assigned a student teacher without the teacher's consent. The Association will be notified of the placement of any student teacher prior to said placement.

ARTICLE XIX  
Waiver of Seniority for Layoff

- A. The Board may in its discretion allow a teacher to waive his seniority to allow that teacher to be voluntarily laid off instead of another teacher. Such waiver, if authorized by the teacher, shall only pertain to seniority for purposes of layoff and shall not be construed to pertain to seniority for other purpose such as recall. A teacher accepting a voluntary layoff shall not enjoy recall rights greater than those the teacher would have enjoyed if the layoff had been involuntary. Allowing a teacher to waive seniority shall not limit the Board's discretion to deny similar requests.
- B. A teacher desiring to waive seniority for purposes of this Article shall complete the "Waiver of Seniority Agreement" set forth below:

Individual Agreement

The undersigned employee hereby agrees to waive his seniority for purposes of the Williamston Community Schools impending institution of layoff under the Master Agreement. This waiver is given, however, without prejudice to the assertion of seniority for all other purposes contained in the Master Agreement, including recall rights and other contractual privileges or benefits conferred under the agreement. This waiver pertains solely to the order in which said employee might be laid off.

Signature \_\_\_\_\_  
(Employee)

Signature \_\_\_\_\_  
(Association President)

Signature \_\_\_\_\_  
(Superintendent)

Date \_\_\_\_\_

ARTICLE XX  
Annexation/Consolidation

In the event of a consolidation or an annexation involving an entire school district, the Board will advise the Association of the proposed annexation or consolidation to give the Association an opportunity to express its opinion.

ARTICLE XXI  
Job Sharing

- A. Job sharing shall be defined as two teachers sharing one full time position.
- B. Agreements to job share shall be voluntary and shall be considered for approval by the Superintendent only upon the recommendation of the building Principal(s). Job sharing shall commit the teachers and Board to not more than one school year. At the end of the original assignment and by mutual agreement between the teachers, Principal and Superintendent, the job sharing assignments may be renewed. If the job sharing assignment is not renewed, the teachers will be returned to their original building(s) in positions for which they are certified and qualified. Consideration will be given to returning teachers to their former positions if they exist.



- C. The shared time positions are for a full year. If a full time position opens during the school year, it may be filled by a teacher in a shared assignment subject to the provisions in Article VI only upon the approval of the Superintendent. In order to establish a shared job assignment, the teachers involved shall file the application set forth in Appendix A-1 (which is available in the Superintendent's office). In determining job sharing hours, the teacher with the most seniority shall have preference.
- D. The assignment shall become final on mutual agreement of the teachers, Principal, and Superintendent after completion of such plans per the application form. If teachers in a shared assignment substitute in each other's absence, they shall be paid the substitute rate.
- E. Seniority shall accrue as if the teachers were employed full-time. Teachers in a job sharing assignment will be given one half -year credit and one half the increment between steps at the appropriate level. Teachers in a shared time assignment will be paid on a pro-rata share of salary which reflects the fraction of time the position is shared and as provided for in the salary schedule of the Master Agreement.
- F. Fringe benefits for teachers on shared time shall be in accordance with fringe benefits for part-time teachers as outlined in Article XIV. Sick leave shall be accrued on a pro-rated basis.
- G. In the event job sharing involves a teacher on layoff, it will be offered to teachers in accordance with Article VI. Refusal to accept a shared assignment does not forfeit the teacher's right to be recalled at a later time as provided for in the Master Agreement.

**ARTICLE XXII**  
**Early Retirement**

- A. As an assistance for early retirement, teachers who are at the maximum salary on any salary column (B.A., B.A.+, M.A., or M.A.+) and with ten years in the district may at his option elect to retire from the Williamston Community Schools. The Board agrees to provide those teachers selecting early retirement, in accordance with the provisions of the Public School Employees Retirement Act, Act 300 of 1980, MCL 38.1301 et. seq., a one-time assistance payment according to the formula below:

The teacher will receive eight hundred dollars (\$800.00) for each year (or fraction thereof) difference between the teacher's age on the effective date of retirement and his eligibility for full Social Security benefits (age 65).  
Example: Retire 6/30/2002 and birthday 1/30/42:  $(65 - (2002 - 1942)) = 5 * 800 = \$4,000.$

- B. The teacher must meet state requirements for retirement to be eligible for the benefits of Article XXII and XXIII. "Retirement" means the teacher must make application for benefits under the Michigan Employees Retirement Fund.
- C. The teacher will not receive any assistance payment until the teacher has presented proof of retirement from the Michigan Employees Retirement System. Failure to provide prescribed notification shall void the assistance pay provisions of this Agreement.
- D. Teachers requesting early retirement under the provisions of this Article shall send a letter of intent to the Superintendent by April 30 or the next business day after April 30<sup>th</sup> prior to the end of the school year of retirement, or they shall not be eligible for the benefits of this Article. For teachers retiring during the school year, a letter of intent shall be sent to the Superintendent sixty (60) days prior to the date of retirement or they shall not be eligible for benefits of this Article.
- E. In the event Section A of this Article shall be deemed illegal, the Board shall not be required to provide the benefits of this Article to teachers not satisfying the requirements of Section A, and the entire Article shall be deemed null and void.
- F. The Board reserves the right to deny early retirement benefits under this Article if seven (7) teachers have already been granted such benefits in the fiscal year.

ARTICLE XXIII  
Retirement

- A. A teacher who retires in accordance with the provisions of the Public School Employees Retirement Act shall receive pay for unused sick days as provided below:
1. The teacher must be qualified for voluntary retirement.
  2. The teacher must have a minimum of ten (10) years in the school district.
  3. The teacher will be paid fifty dollars (\$50) pay per day for days accumulated over fifty (50) days.
  4. The teacher will be paid a maximum of \$7,000 within sixty (60) days of the last teaching day or, at the teacher's choice, may choose one of the payment options specified in Section C below. In the event of death of the teacher, this benefit will be paid to the estate of the deceased.
  5. It is expressly understood that teachers are eligible for both early retirement and sick day compensation if qualified under each respective Article of this Agreement.
- B. The teacher must meet state requirements for retirement to be eligible for the benefits of Article XXII and XXIII. "Retirement" means the teacher must make application for benefits under the Public School Employees Retirement Act.
- C. Retirement benefits will be paid directly by the school district to a Tax Shelter Annuity (403(b)) at the employee direction once they are eligible for retirement and have tendered their resignation. There will not be any other option and no cash option. Three days after funds under Article XXII and Article XXIII are deposited into the teacher's account, the teacher can transfer those funds. If the teacher needs those funds to purchase years in the Michigan Public Schools Employee Retirement System to enable him/her to retire, then the board will deposit the funds into the teacher's account by May 15<sup>th</sup> of the year of retirement.

ARTICLE XXIV  
Vacancies and Transfers

- A. Vacancy shall be defined for purposes of this Agreement as a position within the bargaining unit which is presently unfilled because of death, retirement, resignation, or because it was newly created. Vacancies occurring within the bargaining unit which the Board desires to permanently fill shall be posted on a designated bulletin board in each district building along with a copy of such posting to the Association President. Vacancies shall be posted at least five (5) school days (five (5) working days if during summer recess) prior to being permanently filled. Teachers may apply for such positions by submitting a written application to the Superintendent's office.

During summer months when regular school is not in session, the employer will post in the Superintendent's office all vacancies as above described and shall forward at the same time copies of said vacancies to the Association President. The Board shall not be required to post a vacancy if it can be filled by recalling a laid-off teacher, nor shall the posting provisions of this Article prevent the Board from temporarily filling a vacancy.

Persons interested in postings which may occur during the summer months shall supply the school business office with self-addressed stamped envelopes for the purpose of mailing summer postings.

- B. Transfers shall be defined as either a voluntary or involuntary move from one building to another. Transfers to vacancies shall be governed by the preceding language pertaining to vacancies. Other transfers will be governed by this section.

A request for a transfer may be made at any time in writing to the Superintendent's office with a copy to the Association. The request shall specify the school, grade, subject/position sought and certification.

- C. The Board reserves the right to maintain proper staffing of the educational program. An involuntary transfer will be made only in the case of an emergency or to prevent undue disruption of the instructional program. The Superintendent shall notify the affected teacher and the Association of the reasons for such transfer. Involuntary transfers shall not be used as a means of disciplining a teacher.

- D. All teachers shall be given written notice of their subject areas and grade level, if changed from the previous year. No changes shall be made later than three (3) weeks before the first scheduled work day, preceding the beginning of the school year, unless an emergency situation arises.

ARTICLE XXV  
School Improvement

- A. Purpose Statement: The Board and the Association agree that employee participation in decision-making is a goal which can provide positive results for education. School Improvement is a process for involving employees in decision-making through joint planning and problem solving.
- B. Contract Security: In implementing and operating the School Improvement Plan, no provision, formal understandings, condition or practice established between the parties or by the Collective Bargaining Agreement shall be altered, modified or superseded.
- C. Scope And Limits: The School Improvement Plan is not designed to address the collectively bargained areas of salary/wages, benefits, employee performance or matters established in statute such as the Public Employee Relations Act (PERA) and the Teacher Tenure Act. No building or district-wide school improvement committee shall have the authority to address these employment matters.
- D. Individual Participation: Any participation in School Improvement, whether in full or in part, shall be voluntary. Further, teachers will not be affected by such activities in a manner that is contrary to established practice(s) or any term or provision of the Master Agreement except as mutually agreed in writing by the Board and the Association. Participation or non-participation will not be used negatively in an evaluation of a teacher.
- E. Waivers: If any aspect of the School Improvement Plan is contrary to the terms of the Collective Bargaining Agreement, a written waiver must be obtained from both the Association and the Board in order to implement or continue that aspect of the plan. A Waiver will be negotiated as an addendum to the Collective Bargaining Agreement. The waiver shall be subject to the ratification procedures of the parties and distributed to all teachers.
- F. Compensation: If School Improvement meetings or activities are scheduled during a teacher's regular work day, the employee shall be released from duties without loss of time or pay to attend the meetings. Teachers who are requested and given written prior approval by the Superintendent to participate in summer School Improvement activities shall be paid upon completion of the activity at the substitute rate of pay in effect at the conclusion of the preceding school year. Work scheduled beyond the regular work day/year shall be voluntary on the part of the employee unless modified by a specific provision of this Agreement.

ARTICLE XXVI  
Mentor Teachers

- A. A mentor teacher shall be defined as a master teacher as identified in Section 1526 of The Revised School Code, Act 451 of 1976, as amended, and shall perform the duties of a master teacher as specified in the code. Teachers shall be given first consideration when selecting mentor teachers. Teachers may express an interest or be approached to become a mentor teacher.
- B. Each teacher in his first three (3) years in the classroom shall be assigned a mentor teacher. The purpose of the mentor assignment is to provide a peer who can offer assistance, resources and information in a non-threatening collegial fashion.
- C. A mentor teacher shall be assigned in accordance with the following:
1. If the mentor teacher is a member of the bargaining unit, he shall have at least five (5) years of experience teaching in the district.
  2. Participation as a mentor teacher shall be voluntary.
  3. The mentor teacher will provide assistance to the mentee in line with an adopted job description and set of expectations for this assignment.

4. The District shall notify the Association of any needed mentor positions.
  5. As mentor teachers are matched with mentees, such factors as working in the same building and possessing the same area of certification shall be considered.
  6. A mentee shall be assigned to only one (1) mentor teacher at a time, and mentors shall be matched to no more than three (3) mentees.
  7. The mentor teacher assignment shall be for one (1) school year. The appointment may be renewed in succeeding years.
  8. Should either the mentor teacher or the mentee present cause to dissolve the relationship, the parties will meet with the building Principal to determine an appropriate course of action.
- D. Because the purpose of the mentor/mentee match is to acclimate the new teacher and to provide necessary assistance toward the end of quality instruction, the Board and the Association agree the relationship shall be confidential and shall not, in any manner, be a matter included in the evaluation of the mentor teacher or mentee. Neither the mentor teacher nor the mentee shall be permitted to participate in any matter related to the evaluation, including plan of improvement, of the other. Further, the mentor teacher shall not be called as a witness in any grievance or administrative hearing involving the mentee nor shall the mentee be called as a witness in any grievance or administrative hearing involving the mentor teacher.
- E. Upon request, the administration may make available reasonable release time so the mentor teacher may work with the mentee in his assignment during the regular work day. Where possible the mentor teacher and mentee may be assigned common preparation time.
- F. Mentees shall be provided with a minimum of fifteen (15) days of professional development induction during their first three (3) years of classroom teaching. Professional development may be scheduled during or outside of the regular work day and work year.
- G. A mentor teacher shall receive additional compensation in the amount of \$350 per mentee for the school year or pro-rated for a partial year. The teacher can elect to be reimbursed for up to \$350 for educational expenses or classroom supplies. The teacher will need to submit a copy of the receipt(s) to receive reimbursement and any balance remaining will be paid through payroll.

APPENDIX A  
Extracurricular Activities  
 PERCENTAGE OF CONTRACTED SALARY TO  
 SIX (6) YEARS ON B.A. SCALE (STEP 0 to STEP 5)

<u>Activity</u>	<u>Percentage</u>
Athletic Director - High School	15% + two open hours during school day
Athletic Director - Middle School	6%
Band Director	12%
Band Director - Assistant	5%
Baseball - Head	9%
Baseball - Junior Varsity	7%
Basketball - Boys Varsity	12%
Basketball - Girls Varsity	12%
Basketball - Boys Junior Varsity	9%
Basketball - Girls Junior Varsity	9%
Basketball - Boys 9th Grade	7% *(9%)
Basketball - Girls 9th Grade	7%
Basketball - Boys 8th Grade	5%
Basketball - Girls 8th Grade	5%
Basketball - Boys 7th Grade	5%
Basketball - Girls 7th Grade	5%
Cheerleading - Varsity	6%
Cheerleading - Junior Varsity	6%
Cheerleading - 9th Grade	3%
Cheerleading - Middle School	4%
Cross Country - Boys	7%
Cross Country - Girls	7%
Cross Country - Middle School	5%
Football - Head (1)	12%
Football - Assistant Varsity (1)	9%

Extracurricular Activities continued...

Football - Junior Varsity (2)	9% each
Football - 9th grade or Assistant Varsity	9%
Volleyball - Middle School (2)	5%
Golf - High School	5%
Intramural - Elementary	6%
Intramural - Middle School (2)	6%
Intramural - Basketball - High School	2%
Soccer - Varsity Boys	9%
Soccer - Varsity Girls	9%
Soccer - Junior Varsity Boys	7%
Soccer - Junior Varsity Girls	7%
Softball - Girls Varsity	9%
Softball - Girls Junior Varsity	7%
Swimming - Boys	7%
Swimming - Girls	7%
Tennis - Boys	7%
Tennis - Girls	7%
Track - Boys High School - Head	9%
Track - High School - Assistant (2)	7%
Track - Girls High School - Head	9%
Track - Boys Middle School	5%
Track - Girls Middle School	5%
Volleyball - Girls High School Varsity	9%
Volleyball - Girls High School Junior Varsity	7%
Volleyball - Girls High School Freshman	5%
Wrestling Head - High School	9%
Wrestling Assistant - High School	7%
Wrestling Head - Middle School	5%

Extracurricular Activities continued...

Audio-Visual Maintenance - High School	1 - 1/2%
BPA (Business Professionals of America)	4%
Class Sponsor - Senior	4% (6% if senior trip)
Class Sponsor - Junior	6%
Class Sponsor - Sophomore	3%
Class Sponsor - Freshman	3%
Choral	9%
Debate and Forensics - High School	7%
District Website Manager	6%
Dramatics - High School	9%
Gifted and Talented Coordinator - K-12	12%
High School Quiz Bowl Sponsor	4%
Honor Club - Middle School	4%
Honor Society - High School	6%
Model U. N. Advisor	5%
Newspaper - High School	6% (if not class) 1-1/2% (if class)
PAL (Peer Assistance Learner) Advisor	4%
Publications - Middle School (Newspaper and Yearbook)	6% (if not class) 1-1/2% (if class)
Service Squad - Elementary	2%
Special Needs Resource Person - Middle School	3%
Student Achievement Coordinator - High School	3%
Student Council Sponsor - High School	4%
Student Council Sponsor - Assistant	1%
Student Council Sponsor - Middle School	4%
Yearbook Sponsor - High School	6% (if not class) 1-1/2 (if class)
Program Coordinator at Middle School	3%
Elementary Activities Programs (Method of distribution to various programs approved by the Administration)	up to 6%

\* If same coach as 1999-2000 or if hired prior to 8/22/2000, then paid at higher percentage for the duration of the contract.

APPENDIX A-1

WILLIAMSTON COMMUNITY SCHOOLS  
APPLICATION FOR JOB SHARING

DEADLINE FOR APPLICATION: \_\_\_\_\_

Teachers' Names:

Current Assignment:

Applying to share what full time assignment:

To be considered for the sharing of this job, it will be necessary for the two teachers to complete, in detail, the following topics:  
(If additional space is required for your answers, you may use other paper and attach it to this request.)

1. Outline of which teacher would be responsible for the class on which days. Generally, one teacher might work mornings and the other afternoons.
2. A description of how the teaching responsibilities would be divided.
3. A description of how other responsibilities of the position would be met such as faculty meetings, parent conferences, evening activities, and in-service training.
4. A description of what plan would be used for communicating with parents, informing them of the program at the beginning of the year.
5. A description of the process which would be used for communicating with the building administrator and other staff members throughout the year.
6. A description of how the job sharing arrangement would be introduced to the students so as to provide for consistent classroom procedures, expectations, and discipline.
7. Describe which teacher would retain the classroom in the event the job sharing is not repeated the following year.
8. Describe what would be done by the team to evaluate the effectiveness and success of the job sharing team.

After the above areas have been addressed, the application is to be presented to the building administrator for review and recommendation. This review is to ensure the effectiveness of the job sharing plan in the participating building. Approval by the Superintendent will be given only upon recommendation of the building principal and per the job sharing provision as revised on June 27, 1991.

\_\_\_\_\_  
Signature of Teacher

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Teacher

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Building Administrator

\_\_\_\_\_  
Date

This form is to be forwarded to the Superintendent who will review the plan for consideration of approval.

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

\_\_\_\_\_  
Date

**NOTE: The official form may be obtained at the Superintendent's office.**



APPENDIX B

2009-2010 AND 2010-11 SALARY SCHEDULE

<u>Step</u>	<u>B.A.</u>	<u>B.A. +</u>	<u>M.A.</u>	<u>M.A. +</u>
0	34,080	35,599	37,068	38,795
1	35,784	37,379	38,923	40,734
2	37,573	39,251	40,869	42,775
3	39,451	41,211	42,909	44,911
4	41,425	43,269	45,058	47,156
5	43,496	45,436	47,309	49,515
6	45,671	47,709	49,673	51,991
7	47,955	50,094	52,160	54,588
8	50,352	52,595	54,766	57,319
9	52,870	55,225	57,507	60,186
10	55,512	57,987	60,379	63,194
11	58,286	60,887	63,399	66,360

All teachers shall receive full credit for teaching experience outside the Williamston Community Schools system up to a maximum of four (4) years. Teaching experience shall be defined as public school experience in elementary, secondary, and college teaching experience in the teacher's area of certification. Teaching experience may be granted for charter schools or parochial schools on a case-by-case basis up to a maximum of four (4) years.

At the discretion of the Superintendent, a newly hired teacher with a current teaching certificate may be placed above step 4 if the potential employee has more teaching experience or related experiences to justify the exception. An exception to the maximum of step four (4) years will be used to assist the district in attracting and recruiting candidates for specialist positions including, but not limited to, counselors, media specialists, and other positions where there is a lack of qualified candidates with fewer than 4 years of experience. The Association President and the Chief Negotiator shall be informed each time that the District chooses to hire a teacher at a step above step 4.

Teachers having more than ½ (one-half) year (i.e. for a year with 182 scheduled work days, 92 or more full-time days, but for a year with 186 scheduled work days, 94 or more full-time days), but less than a full year of teaching experience will be given one-half (1/2) year credit and one-half (1/2) the increment between steps at the appropriate level.

\* B.A. + = (B.A. + 24 term hours) or (B.A. + 16 semester hours) or (a combination of semester hours x 1.5 and term hours totaling at least 24)

\*\* M.A. + = (M.A. + 20 term hours) or (M.A. + 14 semester hours) or (a combination of semester hours x 1.5 and term hours totaling at least 20) See Article XI, Section G, for information regarding the hours and classes that qualify for advancement on the salary schedule.

2009-10 Longevity Payment Schedule:

Teachers with 12-14 years of seniority in Williamston Community Schools will receive a longevity payment of \$600.00.  
Teachers with 15-19 years of seniority in Williamston Community Schools will receive a longevity payment of \$725.00.  
Teachers with 20-24 years of seniority in Williamston Community Schools will receive a longevity payment of \$1,300.00.  
Teachers with 25-27 years of seniority in Williamston Community Schools will receive a longevity payment of \$2,050.00.  
Teachers with 28 or more years of seniority in Williamston Community Schools will receive a longevity payment of \$2,300.00.  
For each year of the contract, 50% of the longevity payment will be made the 2<sup>nd</sup> paycheck in January and the remainder paid the 1<sup>st</sup> paycheck in June. Teachers who do not have a full 12, 15, 20, 25, or 28 years of seniority at the start of each of the contract years but will attain 12, 15, 20, 25, or 28 years during the contract year will receive \$300.00, \$662.50, \$1,012.50, \$1,675.00, and \$2,175 respectively, for that given year. Teachers can opt to have their longevity payments placed into a 403(b) or other TSA option if they notify the business office at least one week prior to the pay date.

Beginning with 2010-11 Longevity Payment Schedule:

Teachers with 12-14 years of seniority in Williamston Community Schools will receive a longevity payment of \$900.00.  
Teachers with 15-19 years of seniority in Williamston Community Schools will receive a longevity payment of \$1,025.00.  
Teachers with 20-24 years of seniority in Williamston Community Schools will receive a longevity payment of \$1,600.00.  
Teachers with 25-27 years of seniority in Williamston Community Schools will receive a longevity payment of \$2,350.00.  
Teachers with 28 or more years of seniority in Williamston Community Schools will receive a longevity payment of \$2,600.00.  
For each year of the contract, 50% of the longevity payment will be made the 2<sup>nd</sup> paycheck in January and the remainder paid the 1<sup>st</sup> paycheck in June. Teachers who do not have a full 12, 15, 20, 25, or 28 years of seniority at the start of each of the contract years but will attain 12, 15, 20, 25, or 28 years during the contract year will receive \$450.00, \$962.50, \$1,312.50, \$1,975.00, and \$2,475 respectively, for that given year. Teachers can opt to have their longevity payments placed into a 403(b) or other TSA option if they notify the business office at least one week prior to the pay date.

A teacher whose daily teaching assignment requires travel between buildings within the school district shall receive the following mileage payments payable at the end of the school year (to be pro-rated if assignment is not daily):

- A) \$60 per year - If the teaching assignment moves the teacher from one building to another.
- B) \$100 per year - If the teaching assignment moves the teacher from one building to another and returns the teacher to the original building.
- C) \$100 per year - If the daily teaching assignment moves the teacher between more than two (2) buildings.

If travel between buildings causes the teacher not to have a thirty (30) minute duty-free lunch, and with the approval of the Superintendent or his designee, the teacher will be compensated at the following rates:

Lunch reduced by less than 5 minutes: \$100 per semester (\$67 per trimester)  
Lunch reduced by more than 5 minutes to 10 minutes: \$200 per semester (\$133 per trimester)  
Lunch reduced by more than 10 minutes: \$300 per semester (\$200 per trimester)

Above amounts will be prorated by total actual number of days per semester or trimester and paid on the same schedule as the longevity payments.

APPENDIX C

SCHOOL CALENDAR

The dates with an asterisk (\*) do not represent an official agreement between the W.E.A. /I.C.E.A. and the Board of Education. Teachers are encouraged but not mandated to attend elementary open house.

DURATION OF AGREEMENT  
AND CALENDAR

The calendar for the term of this Agreement will provide one hundred eighty-six (186) teacher work days. If the State of Michigan increases the required number of days, the number of hours for the year will remain the same and the hours per day will be adjusted accordingly. Effective July 1, 2009 all adjustments will be based on the actual teacher work days on the calendar, which is 182 days for the 2009-2010 and 2010-11 school years.

For the purposes of calculating salary in those cases where salary is pro-rated on a daily basis,

1) A teacher shall be considered as having worked on December 21, 2009, if the teacher worked or was on a paid leave on December 18, 2009 OR if the teacher participated in his fall conferences or was on a paid leave during the time of fall conferences. A teacher shall be considered as having worked on December 20, 2010, if the teacher worked or was on a paid leave on December 17, 2010, OR if the teacher participated in his fall conferences or was on a paid leave during the time of fall conferences.

2) A teacher shall be considered as having worked on April 2, 2010, if the teacher worked or was on a paid leave on April 1, 2010, OR if the teacher participated in his spring conferences or was on a paid leave during the time of spring conferences. A teacher shall be considered as having worked on April 4, 2011, if the teacher worked or was on a paid leave on April 1, 2011, OR if the teacher participated in his spring conferences or was on a paid leave during the time of spring conferences.

If necessary, to be in accordance with state law, additional school days will be added to the calendar at the end of the school year to make up for "Act of God" days to assure the minimum hours of instruction.

This Agreement shall be effective July 1, 2009, and run through June 30, 2011, and shall not be extended orally or modified orally, but may be extended upon mutual agreement in writing and attached to this contract.

WILLIAMSTON EDUCATION  
ASSOCIATION OF WILLIAMSTON  
COMMUNITY SCHOOLS

WILLIAMSTON BOARD OF  
EDUCATION OF WILLIAMSTON  
COMMUNITY SCHOOLS

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

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

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

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

INGHAM CLINTON EDUCATION ASSOCIATION

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