

# **AGREEMENT**

**between the**

**WILLIAMSTON  
BOARD OF EDUCATION**

**and the**

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

**Covering the period**

**July 1, 2018 to June 30, 2020**

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## **AGREEMENT**

This agreement is effective upon ratification of all parties, 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.

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

The Board and the Association have a statutory obligation, pursuant to Act 379 of the Michigan Public Acts of 1965, to bargain 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 "certified" shall mean a teacher who is presently holding a valid certificate issued by the State of Michigan Board of Education under the requirements of the Revised School Code and the Teacher Certification Code.
- C. The term "teacher" shall include all employees represented by the Association that are defined as teachers holding valid certification from the State of Michigan. 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 are not bargaining members, 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**

- A. Nothing contained herein shall be considered to deny or restrict the District of its rights, responsibilities, and authority under the Revised School Code or any other laws or regulations.
  
- B. Except as expressly abridged by the provisions of this Agreement, it is agreed that all rights which ordinarily vest in and have been exercised by the District shall continue to vest exclusively in and be exercised exclusively by the District. Such rights shall include by way of illustration and not by way of limitation, the right to:
  - 1. Manage and control its business, its equipment, and its operations.
  - 2. Continue its rights, policies, and practices of assignment and direction of its personnel and scheduling.
  - 3. Direct the working forces, including the right to hire, assign, promote, evaluate, discipline, transfer, and determine the size of the work force.
  - 4. Determine the programs, curriculum, services, supplies, and equipment necessary to continue its operation, and to establish standards for their use and operation.
  - 5. Adopt reasonable rules and regulations pertaining to the operation and administration of the school system and to define the descriptions and requirements of all jobs.
  - 6. Determine the qualifications of employees, including the essential job functions of employees.
  - 7. Determine overall goals and objectives as well as all policies affecting the educational programs.
  - 8. Determine the number and location or relocation of its facilities, including the establishment or relocations of new schools, buildings, departments, divisions or subdivisions thereof and the relocation or closing of offices, departments, divisions or subdivisions, buildings, or other facilities.
  - 9. Determine the size of the management organization, its functions, authority, amount of supervision, and the table of organization.
  - 10. Determine all financial policies, including all accounting procedures, and all matters pertaining to public relations.
  - 11. Determine class scheduling, as well as the duties and responsibilities of the teaching staff and other employees with respect to such scheduling.
  
- C. The exercise of the foregoing powers, rights, authority, duties and responsibilities of the District, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this Agreement.

The listing of specific management rights in this Agreement is not intended to be, nor shall it be restricting of or a waiver of any rights of management not listed and specifically surrendered herein, whether or not such rights have been exercised by the District in the past.

An emergency manager appointed under the Local Financial Stability and Choice Act is authorized to reject, modify, or terminate this Agreement as provided in the Local Financial Stability and Choice Act and School District Fiscal Accountability Act, 2012 Public Act 36.

## **ARTICLE III**

### **Teacher's Rights and Responsibilities**

- A. Pursuant to Act 379 of the Public Acts of 1965, the Board hereby agrees that every member of the Association shall have the right to organize, join, and support the Association for the purpose of engaging in collective bargaining and negotiations, or to refrain from such activities.
- B. The Board specifically recognizes the right of the Association members to appropriately 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 according to the District Facility Use Policy.
- D. Upon approval the Association shall have the right to use facilities and equipment, including 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. Association use of email and internet will be subject to the District's acceptable use policies and user agreements.
- 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, marital status or sexual orientation. 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 or is qualified within student safety legislation wherein conviction of certain crimes (even when off-duty) could result in loss of certification and presumption of unfitness under the State of Michigan Tenure Act.
- 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 (Teaching Conditions) and X (Professional Growth) of this Agreement.
- 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. 1. 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.
- 2. Privileged information such as confidential credentials and related personal references normally sought at the time of employment are specifically exempted from review as defined by the Bullard-Plawecki Employee Right to Know Act. 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.
- 3. All communications 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. This requirement does not apply to complaints against a teacher.
- M. Teachers unable to report daily because of illness or any emergency shall call their respective principal or principal designee as early as possible.

## **ARTICLE IV**

### **Leave Policies**

- A. Personal Business Leave.
  - 1. Accumulation. At the beginning of the school year, each bargaining unit member shall be credited with 4 personal business days. The unused personal business days shall accumulate to a maximum of 6 days. Bargaining unit members who have more than unused 2 personal business days at the end of the school year shall have those days credited to the member's sick leave accumulation before receiving the personal business days allotted for the next year.
  - 2. Use. Personal business days shall not be used the day preceding or the day following a holiday or vacation except with prior approval of the Superintendent. The principal shall receive advanced notice of at least 48 hours in writing of the teacher's personal leave request except in the case of emergency. Bargaining unit members may not use more than 3 personal business days consecutively (Friday to Monday is considered a consecutive day span). The Superintendent may, at his/her discretion, extend the number of consecutive days taken as requested.

- B. Medical Leave.
1. At the beginning of the school year, each bargaining unit member shall be credited with 12 sick days.
  2. Teachers may use paid medical leave to:
    - a. Attend to a health condition of the teacher that results in the teacher being unable to work,
    - b. To care for the teacher's spouse, child, parent who has a serious health condition,
  3. Medical conditions 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.
  4. After three (3) days of medical leave use within a school year by a teacher, the Board may require written verification of illness from a health care professional.
  5. Medical leave will have unlimited accumulation.
  6. 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 medical leave days at the end of the prior school year, he will be allowed to use such previously accumulated medical 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 medical leave days until the time he has returned to teaching.
  7. In cases where the teacher qualifies for long-term disability benefits, the medical leave day benefits remaining will be held in escrow pending the teacher's return to work or retirement.
- D. Funeral Leave. In case of a death in the immediate family, a teacher may use three (3) medical leave days. Two (2) additional days may be used upon approval by the Superintendent. 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 medical leave per year may be used for attendance at funerals of persons outside the immediate family. If additional time is needed, it may be requested as personal business leave.
- E. 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.
- F. 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 salary and benefits for each day used.
- G. 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 child care leave, shall not be deemed a break in continuity of service required by this section.
- H. 1. Per the Revised School Code, as amended, MCL 380.1235, after a teacher has been employed at least seven (7) consecutive years by the Williamston Community School District, and at the end of each additional period of seven (7) or more consecutive years of employment, the board may grant the teacher a sabbatical leave for professional improvement not to exceed two (2) semesters at one (1) time, if the teacher holds a professional, advanced professional, permanent, life, or continuing certificate.
2. 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. 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. The teacher shall be entitled to participate in any other benefits that may be provided for by rules and regulations of the Board.

3. 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. The teacher will retain retirement status, seniority, and any other former status.

- I. A leave of absence for military service shall be granted in accordance with Michigan and federal law.
- J. 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.
- K. Pursuant to the Michigan Teachers' Tenure Act, MCL 38.112, any teacher whose medical condition 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 essential job function 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

- K. A teacher may use medical 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 medical leave before regaining her physical fitness to fully perform her duties, she is eligible for unpaid health leave. 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 ability to perform the essential job function 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 medical 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.
- L. 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 November 1<sup>st</sup> for the start of the second semester and by April 1<sup>st</sup> for the start of the next year. 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.

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

- M. All teachers are members of the Medical Emergency Day Exchange (MEDE) unless they *opt out* of the program by completing the opt-out form available from their building representative and submit this form to their WEA Building Representative by Friday of the first full week of school. Teachers who choose to *opt out* will not be able to use this program for the school year they are not participating in

and cannot opt into the program during the school year. They may, however, at the beginning of the following school year become a member by requesting in writing to their building representative that their opt out form be removed.

1. All teachers who do NOT opt out may request days based upon meeting ALL of the following conditions:
    - a. The days may only be used for a long-term illness of the teacher, the teacher's child, teacher's parent, or teacher's spouse only after the teacher's own accumulated medical and personal leave days have been depleted;
    - b. The teacher will be eligible to draw from the MEDE for the same reasons required to use paid medical leave.
    - c. A medical statement from a physician is required prior to drawing from the MEDE bank. The notice from the physician must indicate the date the individual named on the statement will no longer require care from the teacher or if it is the teacher, the date he will be able to return to work.
    - d. A MEDE form must be completed by the teacher and submitted to the teacher's WEA Building Representative to be eligible for days from the MEDE bank. This must be submitted and approved prior to drawing from the bank.
  2. Unless a teacher has opted out, he will have medical leave days removed using the process listed in (a) - (d) below:
    - a. When MEDE days are granted, they will be taken on a rotating basis from the teacher having the most seniority to the least.
    - b. No one shall be assessed more than one day until all others have given up a day.
    - c. Sick days will not be deducted from a teacher with fewer than 15 accumulated sick days.
    - d. MEDE bank members with fewer than 15 accumulated sick days may utilize bank days if they otherwise qualify.
  3. A teacher may utilize a maximum of thirty (30) paid leave days from the MEDE bank within a school year.
  4. The salary to be paid to the teacher during his absence will be based upon the teacher's base pay. Final interpretation of the pay amount, if questioned, will be left with the Superintendent.
  5. If an eligible teacher's MEDE extends into the second contract year, the rate of pay will continue to be that of the previous year. No additional medical leave will be earned by the teacher until he has worked one day. When the teacher returns to work, the current year's salary schedule will be paid beginning with the first day of work.
  6. Teachers who utilize the MEDE bank will repay 1/3 of the days they received from the bank up to a maximum of 6 days per MEDE bank use. Repayment of at least 2 days per year is required until the balance of days is 0. If the repayment day number is a fraction of a day, the repayment number will be rounded down to the next whole day. Employees may repay more than 2 days per year.
  7. The WEA executive board will manage the MEDE bank. The WEA executive board will collect the required medical statement from those who utilize the MEDE bank, notify the district each time the bank is utilized, and provide a year-end accounting report. This year-end report will show the number of days utilized by each MEDE member and when those days were used as well as the number of days donated by each MEDE member and when those days were donated. The district shall have no oversight authority over the MEDE bank so long as the MEDE members receiving bank days meet the criteria set forth in this agreement. The district shall supply the WEA executive board with an accounting of the sick days of each MEDE bank member at the beginning of each school year.
- O. If, at the close of the preceding school year, a teacher did not use more than two (2) combined personal business and medical leave days and has accumulated thirty (30) medical 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.

- P. 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 medical 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 Disability Act and the District shall issue to the employee his regular paycheck.
- Q. Part Time Teachers. In the event a teacher works part-time or does not serve the entire school year, his leave days will be prorated in accordance with his service based on days and/or hours.
- R. Consistent with the federal Family and Medical Leave Act of 1993 (FMLA) and any amendments, a teacher, who has been employed by the Board for at least twelve (12) months and worked for at least 1,250 hours over the previous twelve (12) months, is entitled to up to twelve (12) workweeks of FMLA leave in a twelve (12) month period for one or more of the following reasons:
1. Parental leave for the birth and to care for a newborn child, or placement for adoption or foster care of a child and to care for that child;
  2. Personal medical leave due to the employee's own serious health condition that requires the employee's absence from work;
  3. Family medical leave to care for an immediate family member (spouse, son, daughter, or parent) with serious health condition. Son or daughter means a biological, adopted, or foster child, a stepchild, a legal ward, or a child of a person standing *in loco parentis*, who is either under age eighteen (18), or age eighteen (18) or older and incapable of self-care because of a mental or physical disability. Parent means a biological parent or an individual who stands or stood *in loco parentis* to an employee when the employee was a son or daughter;
  4. Qualifying reasons for FMLA.
    - a. Circumstances qualifying for leave. Employers covered by FMLA are required to grant leave to eligible employees:
      1. For birth of a son or daughter, and to care for the newborn child (see § 825.120);
      2. For placement with the employee of a son or daughter for adoption or foster care (see § 825.121);
      3. To care for the employee's spouse, son, daughter, or parent with a serious health condition (see §§ 825.113 and 825.122);
      4. Because of a serious health condition that makes the employee unable to perform the functions of the employee's job (see §§ 825.113 and 825.123);
      5. Because of any qualifying exigency arising out of the fact that the employee's spouse, son, daughter, or parent is a covered military member on active duty (or has been notified of an impending call or order to active duty) in support of a contingency operation (see §§ 825.122 and 825.127).
    - b. Equal application. The right to take leave under FMLA applies equally to male and female employees. A father, as well as a mother, can take family leave for the birth, placement for adoption, or foster care of a child.
    - c. Active employee. In situations where the employer/employee relationship has been interrupted, such as an employee who has been on layoff, the employee must be recalled or

otherwise be re-employed before being eligible for FMLA leave. Under such circumstances, an eligible employee is immediately entitled to further FMLA leave for a qualifying reason.

5. Upon request, the twelve (12) week FMLA leave entitlement is available to the teacher, provided that eligibility requirements are met. The FMLA leave entitlement period will be a rolling twelve (12) month period measured forward from the date the teacher begins FMLA leave. Each time a teacher takes FMLA leave during the twelve (12) month period, the leave will be subtracted from the twelve (12) weeks of available leave.
- S. Paid leave shall run concurrently with leave granted under the Family Medical Leave Act.

## **ARTICLE V**

### **Teaching Conditions**

- A. A normal weekly teaching load in the high school and middle school will be twenty-five (25) assigned periods and five (5) unassigned preparation periods. The administration will 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 forty-five (45) minutes for teachers in grades K-5 and special education. 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), it is understood that five planning periods will not be possible.
- B. If an administrator, a parent or guardian of a student, or student request a meeting with a teacher, outside of the school day, teachers will honor the request to meet within a reasonable amount of time.
- C. Teachers shall have a thirty (30) minute duty-free lunch period. Elementary school teachers shall have a daily twelve (12) minute student-free planning period for Grades K-5 unless contracted to supervise during this period. The Board agrees to exempt teachers from duty during lunch. Teachers who are either asked by their administrator, or due to the expected duties of their position, to provide coverage or instruction for any reason during student-free planning time and/or lunch will be compensated at a rate of \$20/hour for K-5 or \$20/class period for 6-12.
- 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. 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. Class sizes for K-12 will be maintained in accordance with the following:
    - a. Classes in grades K-2 shall not exceed 25 pupils. If class size exceeds 26 students prior to three weeks before the first day of school, the district will add a section. If any section exceeds class size limit of 25 by one or more students after the first day of school, teachers will be compensated as described in items d-i.
    - b. Classes in grades 3-5 shall not exceed 27 pupils. If class size exceeds 28 students prior three weeks before the first day of school, the district will add a section. If any section exceeds class size limit of 27 by one or more students after the first day of school, teachers will be compensated as described in items d-i.
    - c. Teachers in grades 6-12 will have a maximum of 150 students ( $30 \times 5 = 150$ ), with a class maximum of 30. If any teacher's individual class size or total student load exceeds the stated maximums, teachers will be compensated as described in item d. However, classes

designed for remediation and/or intended for students below grade level in that specific academic area shall not exceed 24 students.

- d. All K-12 overage payments will be calculated at a rate of 1.35% of the maximum salary on the MA+ column for each student per hour per day. For the purposes of calculation in K-5, teachers see students for 5.5 hours/day, and non-core (ARC) teachers (as a group) see students for 0.75 hours per day. All ARC teachers sharing a student overload will evenly share the overage stipend.
- e. All overage payments will be paid in the pay period following the end of the semester.
- f. The 6-12 overloads will only be paid if the overload continues beyond the first 10 school days of each semester.
- g. Teachers absent for a period of 10 non-district directed working days or more in a semester shall not be paid overload for the non-district directed absence days beyond 10. Student absences shall not impact remuneration. Ex: If a semester is 90 days, and a teacher is absent for 12 non-district directed days, they would receive payment for 88 days in a semester.
- h. Verification forms for overload will be developed and provided by the building principal at the end of each semester.
- i. Teachers, including special education staff, and building principals shall equitably distribute the children among classrooms based upon behavioral and academic intervention data, speech and language data and special education data. Classes at grade level are to be equalized as much as possible at the beginning of the school year.

3.

- a. The exceptions in the table below apply to middle and high school classes:

| Exceptions for Middle and High School | Maximum per class |
|---------------------------------------|-------------------|
| Physical Education                    | 37                |
| Music                                 | No limit          |
| MVU Mentor                            | 40                |

- b. 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.
  - c. The High School shall be assigned a 2.0 FTE counselor and the Middle School a 1.0 FTE counselor for the duration of this contract.
4. When a bargaining unit member serves in an administrator's role, the bargaining unit member will be paid a stipend of \$50 per full day and \$25 per half day (at least two hours). This remuneration shall not apply if the bargaining unit member is using the experience as an administrative internship or practicum.

- E. 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. The Board recognizes tools are necessary for quality classroom instruction. The Board agrees to make reasonable effort to keep the schools equipped and maintained.
- F. The Board agrees to make available in each school the tools necessary for the preparation of instructional material.
- G. 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.

- H. 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.
- I. 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.
- J. Adequate off-street parking facilities shall be provided and properly maintained exclusively for teacher use.
- K. Teachers shall not be required to work under unsafe or hazardous conditions or to perform tasks which endanger their health, safety, or well being.
- L. 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. As new policies are enacted, a copy will be emailed to the Association president. All teachers will be made aware of the new policy through electronic communication.
- M.
  - 1. 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 provided that they are equally or better qualified than the external applicants.
  - 2. 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.
  - 3. Pay for extracurricular positions will be paid as follows:
    - a. Fall Sports: 50% with 1<sup>st</sup> pay in September and 50% with the 2<sup>nd</sup> pay in October;
    - b. Winter Sports: 50% with 1<sup>st</sup> pay in December and 50% with the 2<sup>nd</sup> pay in March;
    - c. Spring Sports: 50% with 1<sup>st</sup> pay in April and 50% with the 2<sup>nd</sup> pay in May;
    - d. All non-coaching positions: 50% with 2<sup>nd</sup> pay in December and 50% with the 1<sup>st</sup> pay in March.
  - 4. 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> of his salary in grades 6 – 12.
  - 5. Payment for teaching an additional class shall be equally divided into the remaining pay periods following the day the teacher begins teaching his additional class.
  - 6. 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. Any grievance involving an alleged violation of Article V (Teaching Conditions), 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.
- R. 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.
- S. 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.
- T. The teacher who will be providing instructional or other services to a disabled student as described in Article V, Section R 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. The following shall be provided to teachers of students who have a disability:
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 Q. In addition, the teacher shall be informed and instructed as to emergency measures which may be necessary on occasion due to the student's disability. 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 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 R.
  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**

### **Seniority**

- 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. 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.
- C. 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.
- D. 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.

## **ARTICLE VII**

### **Student Discipline and Teacher Protection**

- A. If a teacher has good reason to believe that a pupil's conduct in a class, subject, or activity constitutes conduct for which the pupil may be suspended from a class, subject or activity according to Board policy, the teacher may cause the pupils to be suspended from the class, subject, or activity for up to one full school day. This may include excluding a pupil 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 send the pupil to the school principal or the school principal's designee for appropriate action and furnish the principal or principal's designee, as promptly as his teaching obligations will allow, full particulars of the incident. The full particulars of the incident shall be reported to the principal no later than the end of the school day.
- B. 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.
- C. Teacher's legal costs shall be covered to the extent provided in the school district's Errors and Omissions insurance policy.
- D. Time lost by a teacher in connection with any incident mentioned in this Article shall not be charged against the teacher.
- E. Any case of assault upon a teacher shall be promptly reported to his principal. The Board will provide an initial legal consultation to advise the teacher of his rights and obligations with respect to such assault.
- F. 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. The Board shall advise teachers of its rules of policy regarding use of seclusion and restraint.

## **ARTICLE VIII**

### **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 IX**

### **Grievance Procedure**

For all grievances regarding class size language (Article V, Section D), the grievance procedure outlined in Article V, Section O 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, 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
- 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. 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) working 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:
    - a. 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.
- b. 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) working 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) working 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 grounds 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 his assigned duty station.
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 X**

### **Professional Growth**

- A.
  1. 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.
  2. 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. Department Chairs/Grade Level Chairs/Special Education Chairs will be compensated at an amount of \$1,000.00 per school year. The need for these positions and the chair assignments will be the sole responsibility of the building principal. These positions will be posted and open to an application process within the buildings. If a teacher is recruited by the building principal to chair a department, grade level, or special education he will have the right of refusal without fear of consequences.
- C. Teachers are required to attend building meetings called by the district for a period of fifty-five (55) minutes after dismissal in order for the staff in-service meeting time to be counted toward mandated professional development hours. The district shall provide a calendar and topics for professional development at the start of each semester noting meetings longer than fifty-five (55) minutes, up to a maximum of ninety (90) minutes. Absence from the meetings must be approved prior to the meeting by the building principal.
- 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 will be negotiated each contract and, if agreed upon, will occur at 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 176 scheduled work days, the middle day would be the 88th 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. Failure to have an agreement in place at the beginning of the school year will delay these changes until an agreement is reached.
- G. In order to qualify for advancement:
  - 1. All hours must be in the area of the teacher's teaching major or minor field or other area as relates to the major or minor certification.
  - 2. Courses taken for the MA+20 track must be earned after the completion of the MA degree. (See the Appendix B, 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
- H. When the following certifications have been obtained and proof provided in writing: Teachers who earn and retain National Board Certification will receive \$1,000 annually. Teachers attaining Google Level 1 Certification will receive a one-time \$250 stipend. Teachers attaining Google Level 2 Certification will receive a one-time \$250 stipend.

## **ARTICLE XI**

### **Professional Compensation**

- A. Employees will be required to pay the total cost of health insurance above the State set hard cap limits, which includes both medical insurance premiums and HSA contributions. These payments will be deducted twice per month over the same time period the employee elects to have their regular teaching contract paid. These co-payments will be payroll deducted through the district's section 125 plan as designated by the employee. The District agrees to pay up to the state hard cap amount allowed during each medical benefit year for the duration of the contract term. The selection of plan options shall be mutually agreed by the District and the bargaining unit.
- B. The Board also agrees to provide additional insurance benefits listed below.
  - 1. LTD – 70% of monthly earnings up to maximum benefit of \$5,000 per month. 90 calendar or end of accumulated sick leave elimination period up to 180 days.
  - 2. Blue Cross Dental Plan 80/80/80 - \$800
  - 3. Negotiated Life \$40,000
  - 4. Eye-Med Vision Care
  - 5. Teachers electing not to receive health insurance will be paid cash-in-lieu in the amount of \$4,200 spread over 26 equal payments starting with the first payroll of the new contract year.
- 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 a teacher's services are terminated or when a teacher voluntarily resigns before the expiration date of his teaching contract, all insurance, and LTD benefits shall be terminated at the end of the month in which service was terminated.

Consideration will be made to changing insurance rates on a January 1 to January 1 cycle.

- 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 for the total cost of the renewal. The payment will be made within thirty (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 contracted working days in the calendar (180 days for the 2013-14 school year). 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.
- G. A teacher will be paid \$200 when involuntarily moved to another building.
- H. Completion of year as a building blended learning coach will be paid a \$300 stipend annually.
- I. Merit pay of \$100 annually with an overall evaluation rating of "effective" or "highly effective", to be paid in June.

## **ARTICLE XII**

### **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. Part-time teachers will be paid at a rate equal to the percentage of time they are scheduled to work compared to a full-time schedule for the building they are assigned to. This percentage will be paid for the number of days they are scheduled to work.
- D. 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. 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 XI (Professional Compensation), 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.

- E. Except as provided above and in Article XI (Professional Compensation), all of the rights in the Master Agreement will be extended to part-time teachers.

## **ARTICLE XIII**

### **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 and which are mandatory subjects of bargaining. 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 pertaining to mandatory subjects of bargaining.
- 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 become unlawful due to legislative enactment or be found contrary to law by final unappealed order of a court of competent jurisdiction, then such provisions or application(s) shall not be deemed valid and subsisting except to the extent permitted by law. However, all other provision(s) and application(s) of this agreement shall continue in full force and effect.

## **ARTICLE XIV**

### **Strike Prohibition**

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. Both Parties agree not to commit any unfair labor practices.

## **ARTICLE XV**

### **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 XVI**

### **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 XVII**

### **Job Sharing**

- A. Job sharing shall be defined as two teachers sharing one full time position.
- B. Job sharing shall be considered for approval by the Superintendent only upon the recommendation of the building Principal(s).
- C. Interested teachers shall file the application set forth in Appendix A-1 (which is available on district website or in the Superintendent's office).
- D. 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.

## **ARTICLE XVIII**

### **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 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 XIX (Retirement). "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 ORS. 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.
- G. Any member who is qualified to retire and notifies the district prior to the last day of the first semester shall receive \$1,700. Any member who is qualified to retire and notifies the district prior to the last day before spring break, shall receive \$1,200. All incentives will be paid with the last pay prior to retirement.

## **ARTICLE XIX**

### **Retirement**

- A. A teacher who retires in accordance with the provisions of the Public School Employees Retirement Act shall receive pay for unused medical leave 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 seventy-five (75) dollars (\$75) pay per day for days accumulated over fifty (50) days.
  4. The teacher will be paid a maximum of \$15,000 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 medical leave 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 XVIII (Early Retirement) and XIX (Retirement). "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 (3) days after funds under Article XVIII (Early Retirement) and Article XIX (Retirement) 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 XX**

### **School Improvement**

- A. 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.
1. 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.
  2. 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.
  3. 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.
  4. 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 XXI**

### **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 position. Teachers who are interested will submit that interest in writing to the building principal.
  - 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. The purpose of the mentor/mentee match is to acclimate the new teacher and to provide necessary assistance toward the end of quality instruction. Further, the mentor teacher shall not be called as a witness in any grievance or non-disciplinary hearing involving the mentee nor shall the mentee be called as a witness in any grievance or non-disciplinary 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

**2018-19:** PERCENTAGE OF CONTRACTED SALARY TO SIX (6) YEARS ON B.A. SCALE  
(STEP 0 to STEP 5)

**2019-20:** PERCENTAGE OF CONTRACTED SALARY TO SEVEN (7) YEARS ON B.A. SCALE  
(STEP 0 to STEP 6)

| Activity                                  | Percentage                             |
|---|--|
| 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%                                     |
| 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%                                     |
| Cross Country - Boys                      | 7%                                     |
| Cross Country - Girls                     | 7%                                     |
| Cross Country - Middle School             | 5%                                     |
| Football - Head (1)                       | 12%                                    |
| Football - Assistant Varsity (1)          | 9%                                     |
| Football - Junior Varsity (2)             | 9% each                                |
| Football - 9th grade or Assistant Varsity | 9%                                     |
| Golf - Varsity Boys                       | 7%                                     |
| Golf - Varsity Girls                      | 7%                                     |
| Golf - Junior Varsity Boys                | 5%                                     |
| Golf - Junior Varsity Girls               | 5%                                     |
| 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 - Varsity Boys                                 | 7%                             |
| Tennis - Varsity Girls                                | 7%                             |
| Tennis - Junior Varsity Girls                         | 5%                             |
| Tennis - Junior Varsity Boys                          | 5%                             |
| 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%                             |
| Volleyball - Middle School (2)                        | 5%                             |
| Wrestling Head - High School                          | 9%                             |
| Wrestling Assistant - High School                     | 7%                             |
| Wrestling Head - Middle School                        | 5%                             |
| Audio-Visual Maintenance - High School                | 1-1/2%                         |
| BPA (Business Professionals of America)               | 6%                             |
| 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%                             |
| Dramatics - High School                               | 9%                             |
| High School Quiz Bowl Sponsor                         | 4%                             |
| Honor Club - Middle School                            | 4%                             |
| Honor Society - High School                           | 6%                             |
| International Experiences Coordinator                 | 7%                             |
| Math and Science Academy                              | 12%                            |
| Model U. N. Advisor - High School                     | 5%                             |
| Model U. N. Advisor - Middle School                   | 4%                             |
| Newspaper - High School                               | 6% if not class/ 1.5% if class |
| PAL (Peer Assistance Learner) Advisor – High School   | 4%                             |
| PAL (Peer Assistance Learner) Advisor – Middle School | 3%                             |
| Publications - Middle School (Newspaper/Yearbook)     | 6% if not class/ 1.5% if class |

|   |                                |
|---|--------------------------------|
| 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/ 1.5% if class |

**APPENDIX A-1**  
**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.

|                                     |      |
|-------------------------------------|------|
| 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.**

## WEA Salary Schedules 2018-2020

| Step | 2018-19 |        |        |        |
|------|---------|--------|--------|--------|
|      | BA      | BA+    | MA     | MA+    |
| 0.0  | 35,288  | 36,861 | 38,382 | 40,171 |
| 0.5  | 36,171  | 37,783 | 39,343 | 41,175 |
| 1.0  | 37,053  | 38,704 | 40,303 | 42,178 |
| 1.5  | 37,979  | 39,674 | 41,311 | 43,235 |
| 2.0  | 38,905  | 40,642 | 42,318 | 44,292 |
| 2.5  | 39,878  | 41,657 | 43,374 | 45,397 |
| 3.0  | 40,849  | 42,671 | 44,431 | 46,503 |
| 3.5  | 41,872  | 43,738 | 45,544 | 47,666 |
| 4.0  | 42,893  | 44,804 | 46,656 | 48,828 |
| 4.5  | 43,966  | 45,925 | 47,821 | 50,050 |
| 5.0  | 45,039  | 47,046 | 48,986 | 51,271 |
| 5.5  | 46,165  | 48,223 | 50,210 | 52,553 |
| 6.0  | 47,291  | 49,400 | 51,434 | 53,835 |
| 6.5  | 48,474  | 50,635 | 52,722 | 55,179 |
| 7.0  | 49,656  | 51,870 | 54,009 | 56,524 |
| 7.5  | 50,897  | 53,165 | 55,359 | 57,938 |
| 8.0  | 52,137  | 54,460 | 56,708 | 59,351 |
| 8.5  | 53,441  | 55,822 | 58,128 | 60,835 |
| 9.0  | 54,745  | 57,183 | 59,546 | 62,320 |
| 9.5  | 56,113  | 58,613 | 61,033 | 63,877 |
| 10.0 | 57,479  | 60,043 | 62,520 | 65,434 |
| 10.5 | 58,916  | 61,544 | 64,083 | 67,074 |
| 11.0 | 61,564  | 64,311 | 66,965 | 70,092 |

| Step | 2019-20 |        |        |        |
|------|---------|--------|--------|--------|
|      | BA      | BA+    | MA     | MA+    |
| 0.0  | 35,641  | 37,230 | 38,766 | 40,573 |
| 0.5  | 36,533  | 38,161 | 39,736 | 41,587 |
| 1.0  | 37,424  | 39,091 | 40,706 | 42,600 |
| 1.5  | 38,359  | 40,071 | 41,724 | 43,667 |
| 2.0  | 39,294  | 41,048 | 42,741 | 44,735 |
| 2.5  | 40,277  | 42,074 | 43,808 | 45,851 |
| 3.0  | 41,257  | 43,098 | 44,875 | 46,968 |
| 3.5  | 42,291  | 44,175 | 45,999 | 48,143 |
| 4.0  | 43,322  | 45,252 | 47,123 | 49,316 |
| 4.5  | 44,406  | 46,384 | 48,299 | 50,551 |
| 5.0  | 45,489  | 47,516 | 49,476 | 51,784 |
| 5.5  | 46,627  | 48,705 | 50,712 | 53,079 |
| 6.0  | 47,764  | 49,894 | 51,948 | 54,373 |
| 6.5  | 48,959  | 51,141 | 53,249 | 55,731 |
| 7.0  | 50,153  | 52,389 | 54,549 | 57,089 |
| 7.5  | 51,406  | 53,697 | 55,913 | 58,517 |
| 8.0  | 52,658  | 55,005 | 57,275 | 59,945 |
| 8.5  | 53,975  | 56,380 | 58,709 | 61,443 |
| 9.0  | 55,292  | 57,755 | 60,141 | 62,943 |
| 9.5  | 56,674  | 59,199 | 61,643 | 64,516 |
| 10.0 | 58,054  | 60,643 | 63,145 | 66,088 |
| 10.5 | 59,505  | 62,159 | 64,724 | 67,745 |
| 11.0 | 62,180  | 64,954 | 67,635 | 70,793 |

Step progression at the beginning of each school year will be as follows: for the 2018-19 school year, each Teacher will receive .5 step; for the 2019-20 school year, each Teacher will receive 1.0 full step.

For the 2019-2020 school year salary schedule, a wage opener meeting will take place if the district achieves a 5% fund balance by the end of the 2018-19 school year *and* the state foundation allowance is not projected to decrease for the 2019-20 school year. The meeting will take place when both the fund balance and the state foundation allowance amounts are known.

All teachers shall receive full credit for teaching experience outside the Williamston Community Schools system up to a maximum of four (4) years which would include placement on step 4 of the salary schedule for those four (4) years of credit. Crediting one (1) year of service places teacher on step 1, two years on step 2, and three years on step 3. 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. Upon employment, this experience credit will be reduced by the same number of years or partial years that WEA members have had partial or full step freezes that coincide with the years of experience of the new unit member. 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 X, Section G, for information regarding the hours and classes that qualify for advancement on the salary schedule.

#### 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

Lunch reduced by more than 5 minutes to 10 minutes: \$200 per semester

Lunch reduced by more than 10 minutes: \$300 per semester

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

## APPENDIX C -- 2018-19 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.

### Williamston Community Schools School Calendar – 2018-19

Updated: June 4, 2018

|           |   |   |
|-----------|---|---|
| August    | 21 8:00-11:00 am General Session/12:00-3:00 pm PD   | <div style="border: 1px solid black; padding: 10px; margin: 0 auto; width: 80%;"> <h2 style="margin: 0;">Staff Calendar<br/>2018-19</h2> </div> <div style="border: 1px solid black; padding: 2px; margin-top: 5px; font-size: small;">*Optional-WEA members not remunerated for these activities.</div>  |
|           | 22 8:00-11:00 am and 12:00-3:00 pm PD   |   |
|           | * Discovery and Explorer Open House 4:30-5:30 p.m.  |   |
|           | * Middle School Open House 5:30--6:30 p.m.  |   |
|           | * High School Open House 6:30-7:30  |   |
|           | 23 8:00-11:00 am PD/Building work time  |   |
|           | 27 First Day of School – all students full day  |   |
|           | 31 No School K-12   |   |
| September | 3 No School K-12; Labor Day   |   |
|           | 21 K-12 Half Day of classes am/Professional Development 12:00-3:00 pm   |   |
| October   | 3 Membership Count Day (first)  |   |
|           | 19 K-12 Half Day of classes am/Professional Development 12:00-3:00 pm   |   |
| November  | 5 High School Conferences (5:00-8:00 pm)  |   |
|           | 6 No School K-12 for students; Conferences<br>Discovery/Explorer Conferences<br>Middle School Conferences (12:00-3:00 pm & 5:00-8:00 pm)<br>High School Conferences (12:00-3:00 pm) |   |
|           | 21 No School K-12 for students and staff; Begin Thanksgiving Recess   |   |
|           | 26 Classes resume   |   |
| December  | 24 No School K-12 for students and staff; Begin Holiday Break   |   |
| January   | 7 Classes resume  | <div style="border: 1px solid black; padding: 5px; font-size: small;">Note: Necessary make up days will be added to end of school year to fulfill the requirements of the Michigan Department of Education.</div>   |
|           | 16 HS Exams Half Day of School am (HS only)   |   |
|           | 17 HS Exams Half Day of School am (HS only)   |   |
|           | 18 K-12 Half Day of classes am (HS exams)/Records' Day<br>End of first semester   |   |
|           | 21 No School K-12; Martin Luther King, Jr. Day  |   |
| February  | 13 Membership Count Day (second)  |   |
|           | 15 K-12 Half Day of classes am/Professional Development 12:00-3:00 pm   |   |
|           | 18 No School K-12; Presidents' Day  |   |
| March     | 8 K-12 Half Day of classes am/Professional Development 12:00-3:00 pm  | <div style="border: 1px solid black; padding: 5px; font-size: small;"> <p><b>Elementary:</b><br/>173 Full student days<br/>7 Half student days<br/>7.5 Non-student days</p> <p><b>Middle School:</b><br/>173 Full student days<br/>7 Half student days<br/>7.5 Non-student days</p> <p><b>High School:</b><br/>169 Full student days<br/>11 Half student days<br/>9.5 Non-student days</p> </div> |
|           | 20 Middle School Conferences (5:00-8:00 pm)   |   |
|           | 21 K-12 Half Day of classes am/conferences<br>Discovery/Explorer Conferences<br>Middle School Conferences (12:00-3:00 pm)<br>High School Conferences (12:00-3:00 & 5:00-8:00 pm)    |   |
|           | 29 No School K-12 for students and staff; Begin Spring Break  |   |
| April     | 8 Classes Resume  |   |
| May       | 27 No School K-12 for students and staff; Memorial Day  |   |
| June      | 5 HS Exams Half Day of School am (HS only)  |   |
|           | 6 HS Exams Half Day of School am (HS only)  |   |
|           | 7 Last Day of Classes Half Day am K-12 for students (HS exams)/Records' Day pm  |   |
|           | 9 H.S. Commencement 6:00 p.m. at Wharton Center   |   |

| <u>School/Level</u> | <u>Full Day Hours</u> | <u>Half Day Hours</u>  |
|---------------------|-----------------------|------------------------|
| Elementary Schools  | 8:20 a.m. - 3:20 p.m. | 8:20 a.m. - 11:40 a.m. |
| Middle School       | 8:10 a.m. - 3:00 p.m. | 8:10 a.m. - 11:25 a.m. |
| High School         | 8:05 a.m. - 2:55 p.m. | 8:05 a.m. - 11:20 a.m. |
| Non-Student Days    | 8:00 a.m. - 3:00 p.m. | 8:00 a.m. - 11:30 a.m. |

## APPENDIX C -- 2019-20 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.

### Williamston Community Schools School Calendar – 2019-20\*\*

Updated: June 4, 2018

## Staff Calendar 2019-20

|           |     |   |   |
|-----------|-----|---|---|
| August    | 20  | 8:00-11:00 am General Session/12:00-3:00 pm PD  |   |
|           | 21  | 8:00-11:00 am and 12:00-3:00 pm PD  |   |
|           |     | * Discovery and Explorer Open House 4:30-5:30 p.m.  |   |
|           |     | * Middle School Open House 5:30--6:30 p.m.  |   |
|           |     | * High School Open House 6:30-7:30  |   |
|           | 22  | 8:00-11:00 am PD/Building work time   |   |
|           | 26  | First Day of School – all students full day   |   |
|           | 30  | No School K-12  |   |
| September | 2   | No School K-12; Labor Day   |   |
|           | 20  | K-12 Half Day of classes am/Professional Development 12:00-3:00 pm  |   |
| October   | 2   | Membership Count Day (first)  |   |
|           | 18  | K-12 Half Day of classes am/Professional Development 12:00-3:00 pm  |   |
| November  | 4   | Middle School Conferences (5:00-8:00 pm)  | *Optional-WEA members not remunerated for these activities.   |
|           | 5   | No School K-12 for students; Conferences<br>Discovery/Explorer Conferences<br>Middle School Conferences (12:00-3:00 pm)<br>High School Conferences (12:00-3:00 pm & 5:00-8:00 pm) |   |
|           | 27  | No School K-12 for students and staff; Begin Thanksgiving Recess  |   |
| December  | 2   | Classes resume  |   |
|           | 23  | No School K-12 for students and staff; Begin Holiday Break  |   |
| January   | 6   | Classes resume  | Note: Necessary make up days will be added to end of school year to fulfill the requirements of the Michigan Department of Education.   |
|           | 15  | HS Exams Half Day of School am (HS only)  |   |
|           | 16  | HS Exams Half Day of School am (HS only)  |   |
|           | 17  | K-12 Half Day of classes am (HS exams)/Records' Day<br>End of first semester  |   |
|           | 20  | No School K-12; Martin Luther King, Jr. Day   |   |
| February  | 12  | Membership Count Day (second)   |   |
|           | 14  | K-12 Half Day of classes am/Professional Development 12:00-3:00 pm  |   |
|           | 17  | No School K-12; Presidents' Day   |   |
| March     | 6   | K-12 Half Day of classes am/Professional Development 12:00-3:00 pm  | <b>Elementary:</b><br>173 Full student days<br>7 Half student days<br>7.5 Non-student days<br><b>Middle School:</b><br>173 Full student days<br>7 Half student days<br>7.5 Non-student days<br><b>High School:</b><br>169 Full student days<br>11 Half student days<br>9.5 Non-student days |
|           | 18  | High School Conferences (5:00 pm-TBA)   |   |
|           | 19  | K-12 Half Day of classes am; Conferences<br>Discovery/Explorer Conferences<br>Middle School Conferences (12:00-3:00 pm & 5:00 pm-TBA)<br>High School Conferences (12:00-TBA)      |   |
| April     | 3   | No School K-12 for students and staff; Begin Spring Break**   |   |
|           | 13  | Classes Resume  |   |
| May       | 25  | No School K-12 for students and staff; Memorial Day   |   |
| June      | TBD | H.S. Commencement   |   |
|           | 3   | HS Exams Half Day of School am (HS only)  |   |
|           | 4   | HS Exams Half Day of School am (HS only)  |   |
|           | 5   | Last Day of Classes Half Day am K-12 for students (HS exams)/Records' Day pm  |   |

| <u>School/Level</u> | <u>Full Day Hours</u> | <u>Half Day Hours</u>  |
|---------------------|-----------------------|------------------------|
| Elementary Schools  | 8:20 a.m. - 3:20 p.m. | 8:20 a.m. - 11:40 a.m. |
| Middle School       | 8:10 a.m. - 3:00 p.m. | 8:10 a.m. - 11:25 a.m. |
| High School         | 8:05 a.m. - 2:55 p.m. | 8:05 a.m. - 11:20 a.m. |
| Non-Student Days    | 8:00 a.m. - 3:00 p.m. | 8:00 a.m. - 11:30 a.m. |

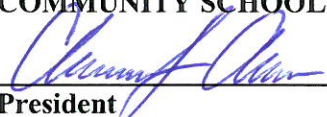
## ARTICLE XXII

### Duration of Agreement


This Agreement shall be effective upon ratification of all parties through June 30, 2020, and shall not be extended orally or modified orally, but may be extended upon mutual agreement in writing and attached to this contract.

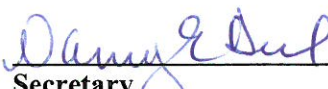
If necessary, to be in accordance with state law, additional school days will be added to the calendar at the end of the school year or other compensatory days as agreed by both parties to make up for "Act of God" days to assure the minimum days and hours of instruction. All future days and hours requirements for the 2018-2020 school year calendars will adhere to all applicable State laws as stated in the School Aid Act.

WILLIAMSTON EDUCATION  
ASSOCIATION OF WILLIAMSTON  
COMMUNITY SCHOOLS

  
\_\_\_\_\_  
President Date: 9/28/18

WILLIAMSTON BOARD OF EDUCATION  
OF WILLIAMSTON COMMUNITY SCHOOLS

  
\_\_\_\_\_  
President Date: 10.01.18

  
\_\_\_\_\_  
Secretary Date: 10/1/18