

AGREEMENT

Board of Education of Western School District of Jackson County Western Education Association/ Jackson County Education Association

ARTICLE I: RECOGNITION AND RIGHTS OF THE ASSOCIATION

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

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

The term "non-teaching professional staff member" when used in this Agreement shall refer only to those bargaining unit members who are not covered by the Teachers' Tenure Act.

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

- D. In order to minimize misunderstanding and facilitate smooth operation of this Agreement or other appropriate areas of mutual concern, the Superintendent of schools and/or other representatives of the Board shall meet monthly with officers of the Western Education Association, their representatives and/or the negotiating committee of the Jackson County Education Association.
- E. The members of the Western Education Association agree that they will give their best efforts to their teaching duties and to make such duties their primary interest. A teacher shall not make commitments to another employer if such commitments may interfere with their primary teaching duty and other compensatory responsibilities of that teacher to the Western School District.
- F. It is expected that the Board and Western Education Association members will fulfill all contractual obligations.
- G. The Board of Education shall provide space for a filing cabinet and allow the Western Education Association the use of a phone for local calls.
- H. The Western Education Association recognizes that abuses of sick leave or other leaves, chronic tardiness or abuses, willful deficiencies in professional performance, or other violations of discipline by a non-teaching professional staff member reflect adversely upon the profession and create undesirable conditions in the school building. The Board, in recognition of the concept of progressive correction, shall notify the non-teaching professional staff member in writing of alleged delinquencies, indicate expected correction, and indicate a reasonable period for correction. Alleged breaches of discipline shall be reported to the offending non-teaching professional staff member within a reasonable time after it becomes known by the administrator.

The following steps shall be followed in progressive correction of a non-teaching professional staff member: verbal warning, written reprimand, suspension with pay, suspension without pay, and discharge. In certain circumstances, the nature of the offense may warrant bypassing any of these steps, or immediate discharge for the first offense. The Western Education Association will use its best efforts to correct breaches of professional behavior by any non-teaching professional staff member.

- I. A non-teaching professional staff member shall be entitled, if they request, to have present a representative of the Western Education Association/Jackson County Education Association when the non-teaching professional staff member is being reprimanded, warned or disciplined for any infraction of rules or delinquency in professional performance when such reprimand, warning or discipline shall become part of the non-teaching professional staff member's personnel file. When a request for such representation is made, no action shall be taken with respect to the non-teaching professional staff member until such representative of the Western Education Association/Jackson County Education Association is present. If a representative on the Western Education Association/Jackson County Education Association is not available within five (5) school days, then the administration may proceed with such reprimand, warning or discipline.
- J. No non-teaching professional staff member shall be disciplined, reprimanded or reduced in rank or compensation without just cause. Any such action shall be subject to the professional grievance procedure subject to the following:

1. The termination of a probationary non-teaching professional staff member during or at the end of the first or second probationary year shall not be subject to the professional grievance procedure.
 2. The termination of a probationary non-teaching professional staff member during or at the end of the third or fourth probationary year shall not be subject to the professional grievance procedure if the parties agree to extend the above non-grievable dismissal provision for the third or fourth year. Neither party is obligated to agree to any such extension.
 3. All information forming the basis for disciplinary action will be made available to the Association upon request.
- K. An employee shall have the right to review the contents of his/her personnel file during regular District business hours and to have a representative of the WEA/JCEA accompany him/her in such a review. The employee shall notify the Superintendent's secretary at least twenty-four (24) hours in advance of such requested review.

No material originating in the School District after original employment will be placed in his/her personnel file unless the employee has been furnished a copy of such material. The employee may submit a written notation regarding any material and the same shall be attached to the file copy of the material in question. The signature of an employee on any materials placed in his/her file, not originating from the employee, shall not signify agreement but only the fact that he/she is aware of such material. If the employee believes that material placed in his/her file is false or in error, such material will be removed or corrected upon evidence of its invalidity or error.

Any material originated by the School District and contained in the employee's personnel file which is more than four (4) years old shall, upon request of said employee, be removed prior to the release of information to a third party except for Freedom of Information Act disclosures. Records of substantiated unprofessional conduct will remain in the personnel file with no time limitation per the Michigan Revised School Code of 1996, PA 189.

- L. The Western Education Association shall be duly advised by the Board of fiscal, budgetary, tax, or legislative problems and programs affecting the district which are proposed or under consideration by the Board. The Board shall make every reasonable effort to provide the Western Education Association the opportunity, in advance, to consult with the Board with respect, thereto, prior to general publication by the Board of any decision of such matters. The Western Education Association recognizes its responsibilities to give every possible assistance to the Board in regard to fiscal, tax, legislative, and other such programs that affect the support of the school system.
- M. The Western Education Association recognizes that the Board is the sole determinant of the curriculum. The Board recognizes that the classroom teacher must, in the final analysis, implement changes in the school curriculum. To facilitate a better understanding of curriculum change and to permit those directly responsible for implementing change, an opportunity shall be provided for discussion of curriculum change with the administration. Any interested teacher may volunteer to work on curriculum change and will be encouraged to do so by the Board and the Western Education Association.

- N. Teachers are not required to live within the Western School District and may live any reasonable distance from their job assignments. However, distance from the job assignment or other difficulties in getting to the job assignment cannot be considered a reason or an excuse for failure to meet any of the professional tasks or responsibilities of the teacher.

ARTICLE II: RIGHTS OF THE BOARD

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

ARTICLE III: SCHOOL YEAR

For the term of this Agreement, teachers shall be under contract to teach 180 and shall be employed by the District for 185 days.

Conference and in-service time and content shall be scheduled through a joint agreement between the representatives of the Board and the Western Education Association. Prior to the adoption of the calendar for the ensuing school year, the representatives of the Board and the Western Education Association shall meet to develop a mutually acceptable calendar. Such meeting shall occur on or before May 1.

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

A. Teaching Hours and Working Conditions

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

2. **Secondary**

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

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

This provision requires the affected teacher's permission.

Additionally, the Board agrees to notify the Association when such assignments are contemplated. The Board agrees to not eliminate teaching positions via this provision.

- b. The daily teaching load in the middle school, grades 6-8, will not exceed an average of six (6), forty-eight (48) minute class periods, a block of time (not to exceed twenty-seven (27) minutes) that will be mutually planned and implemented, and one (1) equivalent period for preparation.

The block of time is to be utilized for such activities as homeroom, school improvement goals, SQUIRT, assemblies, announcements, MAP, etc. Teachers will not be responsible to plan use for this time nor be responsible for grading students during this time block. They can be expected to instruct students using materials that have been designed and delivered to the staff.

- c. The Board and the Western Education Association agree that teachers in grades 6-12 should not have more than three (3) preparations. Guided assistance periods shall not count as a preparation. Every effort will be made in scheduling to comply with this limitation. However, at no time shall a teacher have more than four (4) preparations without his/her prior consent - excluding the departments of music, business, and home economics and special education and in addition, in the middle school, industrial arts and art. The Board and the Association agree to waive these limitations for foreign language classes. In grades 9-12 department chairs shall have the opportunity to meet and discuss teachers' schedules.

1. A preparation shall be defined as a course listing in the Curriculum Guide /Catalog; for example, Honors History and American History would be two (2) preparations.
2. Teamed or co-taught classes are defined by one (1) regular education and one (1) special education teacher, co-teaching one (1) course in the same classroom during the same class period.

This teamed / co-taught class would constitute a preparation if the regular education teacher does not teach the same class title or class number at any other time during the day.

3. The definition in C.1. and C.2. above shall serve for both balancing and the counting of preparations.
- d. The Board and the Western Education Association agree that a middle school/high school teacher shall not be scheduled for more than 155 student contacts each day by the first Friday of each semester. Any teacher so affected will be afforded the option of requesting an assignment change (a change of a class period(s) with another teacher) within their major or minor to reduce their student contacts to the required number of 155 or less. This language shall not apply to the band, choir and P.E. classes. Advisory students will not be counted against the 155 student maximum. Secondary teachers will be compensated at .64516 of their daily rate per student over 155 (1.3 Class Load).
- e. In the event the number of student contacts exceed 150, each teacher so affected shall be provided an additional one-half (1/2) day each semester. This will be provided by some means mutually agreed upon by the Western Education Association and the Board.
- f. Assignment to a guided assistance period and/or other assigned teacher-pupil contact duties shall be considered a teaching period for the purpose of this Article.

3. **Elementary**

- a. The weekly teaching load in elementary school will not exceed twenty seven (27) hours and five (5) minutes of classroom instruction per week. In addition, elementary teachers shall use for conferences and preparation all times during which their classes are receiving instruction from various certified teaching specialists such as: music, physical education, art, foreign languages or character education. Such relief period will be included in the requirement of the contract day.
- b. Elementary teachers who are assigned to a combination class of two (2) grade levels (i.e. 3/4, 4/5 combinations, etc.) shall be provided with a half-time teacher paraprofessional. The teacher shall have input in the selection of the teacher paraprofessional, when that input is not in conflict with the paraprofessional's contractual rights.
- c. Elementary teachers will be provided an average of at least forty-eight (48) minutes per day for planning. Such time may be the result of "specials," an extended lunch period and time in excess of high school M.S. teachers before or after the school day. Under an emergency condition, two (2) teachers will assist in supervising recess activities. The district agrees to implement sufficient specials (i.e., music, art, physical education, etc.) and provide sufficient lunch hour supervision to provide the planning-preparation time as specified herein and to meet prior to each school year with representatives of the Association to

discuss various alternatives for time utilization. The final decision of scheduling “specials” shall remain the province of the Board as long as the released time for teachers meets the minimum as stated above.

4. **All Levels**

- a. Teachers are expected to provide supervision of students at all times during the school day, except those designated duty free.
- b. All teachers will have a duty-free, uninterrupted lunch period of equivalent length to that of their pupils, but in no case shall such lunch period be less than twenty-five (25) minutes.
- c. All teachers shall attend staff meetings called by the administration as a regular part of their teaching duties. Excused absences from these meetings shall be limited to unforeseen emergencies and graduate classes scheduled for the corresponding time. These meetings shall not be called before the teacher's regular starting time unless mutually agreed upon. Their frequency shall not exceed one (1) per month except in extreme or emergency conditions. The duration shall not exceed one (1) hour except by majority vote of the teachers present at that meeting.
- d. Teachers shall not be required to report to their respective buildings on days when school is closed because of inclement weather and shall be duly notified via authorized radio and television stations or by communication from the district.
- e. In the event the opening of school is delayed due to inclement weather, the authorized radio and television stations shall be notified. Teachers shall not be required to report to work until the time announced for students reporting.
- f. In the event of a partial closing of a building, all teachers shall be expected to report to their building provided that the safety or comfort of teachers be fully considered.
- g. The Board will not require a teacher to maintain, instruct or supervise students in a classroom facility which is constructed or equipped in violation of any standards set forth in any pursuant to, MCL 388.851, (Construction of School Buildings), nor will the Board require a teacher to maintain, instruct or supervise students in a classroom facility that does not meet the Michigan Occupational Safety and Health Act, P.A. 154 of the Public Acts of 1974.

B. **Mentor Teachers**

1. A Mentor Teacher shall be defined as a Master Teacher as identified in section 1526 of the School Code and shall perform the duties of a Master Teacher as specified in the code. The Mentor Teacher shall be a member of the bargaining unit.
2. Each teacher or other bargaining unit member in his/her first three (3) years in the classroom shall be assigned a Mentor Teacher by the administration. The Mentor Teacher shall be available to provide professional support and guidance. The purpose

of the mentor assignment is to provide a peer who can offer assistance, resources, and information in a non-threatening collegial manner.

3. A Mentor Teacher shall be assigned in accordance with the following:
 - a. The Mentor Teacher shall be a tenured member of the bargaining unit.
 - b. Participation as a Mentor Teacher shall be voluntary.
 - c. The District shall immediately notify the Association of those members requiring a mentor assignment or any affected member whose classroom assignment has changed.
 - d. The administration shall notify the Association when a Mentor Teacher is matched with a bargaining unit member (Mentee). The assignment of the Mentor Teacher shall be finalized by the Administration within twenty (20) work days after the notification.
 - e. Every effort will be made to match Mentor Teachers and Mentees who work in the same building and have the same or similar area of certification. Where possible, the Mentor Teacher and Mentee shall be assigned common preparation time.
 - f. Mentors shall only be assigned one (1) Mentee at a time.
 - g. The Mentor Teacher assignment shall be for only one (1) year subject to review by the Mentor Teacher and Mentee after the first semester. The appointment may be renewed in succeeding years. Either party can request a change in their Mentee/Mentor assignment at any time. Such request shall be granted. Only one such request shall be made during any school year.
4. Because the purpose of the Mentor/Mentee match is to acclimate the new teacher to teaching and to provide the Mentee with the necessary assistance to offer quality instruction, the Board and the Association agree the relationship shall be confidential and shall not, in any fashion, be a matter included in the evaluation of the Mentor Teacher or the Mentee. Neither the Mentor Teacher nor the Mentee shall be permitted to participate in any matter related to the evaluation of the other.
5. The Mentor and Mentee may be given up to three (3) days per school year, at the discretion of the Administration, to work together on professional development, plan curriculum, attend conferences, etc.
6. In addition, Mentees shall be provided with a minimum of fifteen (15) days of professional development during the first three (3) years of classroom teaching. When possible, professional development shall be scheduled within the parameters of the regular work day and work year. Any time outside of the regular work week and/or work year, the Mentor shall be compensated, and pro-rated if necessary, at the district's current substitute teacher pay.

C. Medically Fragile Students within the Least Restrictive Environment

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

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

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

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

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

F. **Sexual Harassment:** Sexual harassment is a form of employee misconduct which undermines the integrity of the employment relationship and is therefore a prohibited practice in the Western School District. Sexual harassment refers to behavior which is not welcome, and which interferes with the work effectiveness of its victims and the co-workers. Individuals who experience sexual harassment from co-workers or others should make it clear that such behavior is offensive to them and may file a complaint with the complaint officer appointed by the superintendent, pursuant to Board Policy 4116.14.

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

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

H. **Teaming / Co-Taught Classes**

1. Definition as in Article 2.
2. Class size as in “J” Class Load
3. All special education students will be listed on the general education teacher’s class roster.

Two weeks prior to the school year the principals with WEA building representatives will meet to review class schedules and balancing within buildings and district wide as appropriate.

I. **Class Load:** The Board and the Western Education Association/Jackson County Education Association agree that class enrollments, including advisory, will not exceed twenty-eight (28) *pupils per classroom*. Exceptions to this provision include:

1. The Board and the Western Education Association/Jackson County Education Association agree that class enrollments will not exceed twenty-six (26) pupils per class grades K-2. An allowance of one (1) additional student per class is permitted.
2. Young Fives. Young Fives will not exceed twenty one (21) students per section-, however an additional student (twenty second [22nd]) may be added with overage pay. If numbers reach seventeen (17), a teacher paraprofessional will be hired. Students will be scheduled for Young Fives’ classes only after consultation with the teachers involved.
3. An *allowance* of two (2) additional students per classroom is permitted in grades 3-12.

In the event that these additional students are added to a classroom excepting Music, Physical Education and other traditionally recognized larger classes, the teacher will be compensated \$12.00 per full day per student over 28 in grades 3-12 or over 26 students in grades K-2. The above amount will be prorated for secondary teachers, based on the proportion of the teacher’s instructional day during which the added student(s) are present in the teacher’s classroom. Secondary teachers will be compensated .64516 percent of their daily rate per student over 155, Advisory will not count against the 155.

The above amount will be prorated for secondary teachers, based on the proportion of the teacher’s instructional day during which the added student(s) are present in the teacher’s class.

The above amount will be paid to elementary teachers, on a prorated basis, for the proportion of the teacher’s instructional day where a student not on the teacher’s class load is assigned to the teacher’s classroom for instruction. However, students not on the teacher’s class load shall not count toward that teacher’s class load limit. Pro-ration at the elementary level will be on the basis of a six (6) hour instructional day. Pro-rated payments will be rounded to the nearest hour, but shall not be less than one (1) hour.

Example 1: A 4th grade teacher has twenty-eight (28) students assigned to her regular class load. Another student not on that teacher’s class load is assigned

to receive a half-day of instruction from that teacher two times per week. The teacher is entitled to receive a pro-rated stipend if that student is present in the teacher's class for at least fifteen (15) instructional days in the quarter, but that student would not be counted as the 29th pupil on the teacher's regular class load.

Example 2: A 3rd grade teacher has thirty (30) students assigned to her regular class load. Another student not on that teacher's class load is assigned to receive an hour of instruction three times per week from that teacher. The teacher is entitled to receive a pro-rated stipend if that student is present in the teacher's class for at least fifteen (15) instructional days in the quarter, but that student would not cause that teacher's class to exceed the thirty (30) student class load limit for 3rd grade.

Example 3: A 5th grade teacher has twenty-four (24) students assigned to her regular class load. Another student not on that teacher's class load is assigned to receive two hours of instruction per week from that teacher. The teacher is not entitled to receive a stipend and the student does not count as the 25th pupil on the teacher's regular class load.

In order to be eligible to receive the above compensation, the additional student(s) must have been enrolled and been present in the teacher's class for at least fifteen (15) instructional days in the quarter. It is understood that payment is for the class enrollment condition and is not dependent on the presence of the same additional students in the teacher's class during the quarter. Payment will be made to eligible teachers for the scheduled number of instructional days in the quarter. Payment under this provision will be made to the affected teachers on the payroll following the completion of the quarter.

4. Art, computer technology, industrial arts, home living, science, physical education, etc., will be limited by teaching stations and equipment.
5. Special or emergency situations, approved under Article I, D.
6. **Balancing.** A standing committee of three (3) Board representatives and three (3) representatives chosen by the WEA will meet when classes of a similar nature (in a fourth grade, senior English, ninth grade math, etc.) are not balanced within a range of five (5) students district wide in grades K-5 and six (6) students at grades 6-12. Classes in grades 7-12 shall be balanced each semester. K-6 classes shall be balanced each school year.

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

7. Whenever more than three (3) CI/EI students are scheduled into a classroom at the same time, a meeting between the principal, the affected teacher, appropriate special education teacher(s), and the Jackson County Intermediate School District teacher

consultant must be held prior to the student's first day in the class to facilitate the smoothest and most educationally appropriate entry which is reasonably possible.

Any elementary teacher who has a CI/EI student in their classroom for more than twenty-five percent (25%) of their day shall have that student on their class list.

8. Prior to the close of school each school year, teachers, other than newly appointed teachers, shall be notified in writing of their tentative program for the coming year, including the schools to which they will be assigned, the grades and/or subjects that they will teach, any special or unusual classes that they will have and including tentative class lists for the elementary grades.

Non-teaching professional staff members affected by any subsequent changes in assignment shall be consulted, if possible, and any change in assignment will be made according to the provisions of Vacancies, Promotions and Transfers. In the event such change comes within sixty (60) days of the start of the ensuing school year, the teacher may resign from the school district without penalty.

9. All teachers will provide an official transcript within one (1) month following commencement of employment or wages will be withheld until transcript is provided.

ARTICLE V: LEAVES OF ABSENCE

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

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

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

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

C. **Sick Leave**

1. Three (3) days of sick leave shall be granted to a teacher on his/her first day of employment. Sick leave shall accumulate at the rate of three (3) days per marking period worked thereafter, pro-rata at one (1) day for each fifteen (15) for those working less than a complete marking period. The total accumulative days shall be ninety (90) days. Employees who are at the maximum number of sick leave days shall not drop below ninety (90) days if they have earned sufficient days to maintain the ninety (90) days.
2. Sick leave shall be granted for the following reasons:
 - a. **Personal Illness:** Proof of illness in the case of chronic absences, signed by a physician, may be required within one (1) week of last absence so questioned. Upon recommendation of the Superintendent, the Board may at its own expense require a teacher to submit to medical examination by appropriate specialists to determine whether voluntary sick leave is necessary.
 - b. **Bereavement:** Death in the immediate family, as defined below and including aunt, uncle, niece, nephew and cousin, for a maximum of five (5) days for each death.
 - c. **Critical or serious illness in the immediate family:** Sick leave is not to be used for routine family illness but rather is reserved for serious illness of an immediate

family member, usually requiring doctor's attention, and requiring the teacher's presence. While there is no specific limit on these days, each situation will be judged on its own merit and the teacher should be in communication with his/her principal or immediate supervisor regarding each absence. WEA and the Board agree that normal usage of these days would generally not require more than ten (10) paid work days. The immediate supervisor and/or the Superintendent may approve additional paid sick leave days in the event of a catastrophic illness or injury or extenuating circumstances not to exceed thirty (30) total paid work days per family member per year. The employee may request a further extension of sick day use from the Board, or may choose to go on an unpaid leave at any time, not to exceed the balance of that semester plus one additional semester. The Board will continue to pay fringe benefits for the duration of the leave.

Note: Immediate family is defined as the following: parents, parents-in-law, grandparents, grandchildren, spouse, children, brother, sister, brother-in-law, sister-in-law, son-in-law, daughter-in-law, step-children or step-parents, foster children or foster parents, or a person in loco parentis.

- d. **Sick Bank:** In addition to the individual sick leave granted in this section, a sick leave bank shall be established by the Board each year. This bank shall consist of three (3) days per teacher multiplied by the number of F.T.E. teachers in the bargaining unit. Regulations governing the use of this bank shall be as follows:
- (1) Whenever possible, requests for sick leave bank days must be made in writing and accompanied by medical verification.
 - (2) The individual must exhaust all of his/her sick leave days before being eligible to apply for sick leave bank days.
 - (3) A committee composed of equal representation (three each) from the Western Education Association and the Western Board of Education must authorize the use of sick days from the sick day bank and determine the number of days to be granted within the restriction of section (6) below. The Board of Education shall be responsible for all record keeping of sick day bank usage. In case of a tie vote, the teacher majority shall prevail on the first occasion and the Board majority shall prevail on the second occasion, with a continuation of that pattern for all subsequent tie votes.
 - (4) If at any time the number of days in the bank drops below 100, then each teacher with any days accumulated shall contribute one (1) day of their accumulation to restore the bank.
 - (5) Reasons for use of sick bank days in this section shall be identical to reasons for use of days in this section.
 - (6) The maximum number of sick bank days which a person may draw shall not exceed any of the following for any given incident: (1) time to qualify for any Board sponsored L.T.D. policy which may be in force, (2) the end of the current school year although a person who is qualified for sick bank

days will qualify for sick bank days at the start of the next school year, or (3) ninety (90) working days.

- (7) A teacher drawing on the bank receives full pay for the extent of the illness as limited by the provisions of section 6 above.

D. Personal Business Days

1. Up to two (2) days personal business leave with pay may be used by each teacher yearly. Personal business means an activity that requires the teacher's presence during the school day and is of such a nature that it cannot be attended to at a time when schools are not in session. This could include among others, family illness of a non-critical nature, failure of transportation, and the usual areas of court appearance, closing on a house, religious holidays, etc. It is recognized that there are occasions of personal business which the teacher prefers to keep private. Any day after May 1st shall have a reason. It is expected that any days used without specifying the reasons would be for the intended purpose of the days; provided, however, if the administrator has cause to believe that the day was not used for the purpose intended, the teacher involved may be asked to specify his/her reason.
2. Personal leave cannot be used for any business venture, employment or source of income, or optional requests and activities. It is not for casual or indiscriminate use. Personal business days shall not be taken on the day(s) prior to or after any vacation period, unless specifically approved by the Superintendent as a result of unusual or extenuating circumstances.
3. Reasonable use of personal business leave shall include:
 - a. Funerals other than those specified in Article V, Section C.
 - b. Income tax audit, but not to be used for tax preparation.
 - c. Wedding participant.
 - d. Settlement of estates.
 - e. Graduation ceremony in the immediate family.
 - f. Failure of personal transportation, commercial or public carriers to provide expected services or the official closing of highways.
 - g. Legal business appointments that cannot be scheduled outside of regular working hours. Verification may be required.
 - h. Counseling, enrolling or college credit check for self, which cannot be scheduled outside of regular working hours.
 - i. Participation in own child's or grandchild's activities.
 - j. Closing on a house, court appearances, religious holidays, family illness of a non-critical nature.

- k. Additional days without pay may be granted by the Superintendent. These days will not be charged against the individual's personal leave and may not be used preceding or following a vacation period or holiday.
4. Application for a personal business day must be submitted in writing to the principal or immediate supervisor. A reason shall be given for the day if after April 30th. Except in an emergency, application must be made at least three (3) school days in advance of the day requested and the principal shall approve or disapprove in writing no less than two (2) school days in advance of the day requested. Application made two (2) weeks or more prior to requested leave day shall be answered in writing within five (5) school days of submission of application. Unused personal business days shall be credited to a teacher's sick leave accumulation.

E. Teacher Incapacity

1. The Western Education Association/Jackson County Education Association, with full knowledge of the Superintendent, or the Superintendent's designee, may request the Board, at the Board's expense, to require a teacher to submit to medical and/or psychiatric examination by appropriate physicians and/or specialists to determine if the teacher is capable of performing his/her contractual obligations.
2. During the period of the proceedings described above, the Board shall have the right to remove or reassign a non-teaching professional staff member, provided he/she is compensated at his/her regular salary during such removal or reassignment.
3. Upon Board review of the written report prepared by the appropriate physicians, the Board may reinstate the teacher, grant the teacher a leave of absence, or release the teacher at the teacher's request, or if the teacher does not request a leave or resign, the Board may proceed with appropriate action for an unrequested leave of absence, according to the provisions of the Tenure Act. If in the executing of this language a leave does occur the teacher involved will continue to accrue seniority while on leave.

F. Selective Service and Military Leave

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

G. Job Sharing

1. For the purpose of this Agreement, job sharing shall be considered a part time leave of absence. Any leaves under this Article must be approved by the Board of Education. Both teachers must be certified and qualified for the position. After two years of successful, satisfactory or above evaluation of teaching, the district will consider a job-share proposal for non-tenured teachers. It is understood that the intent of this Article is to be applied for the ensuing year regardless of the duration of the agreement.
2. Job sharing situations must be arranged by the teachers involved and presented to the District and the Association prior to July 1. It is understood that the teachers would be sharing one full time job for the school year.

3. By sharing of one full time job, the teachers would each receive the appropriate pro rata share of their salary as provided in this Agreement.
4. In order to establish a shared job assignment, the involved teachers shall complete the following arrangements:
 - a. A schedule of work times designating responsibility for the class: i.e., 2-1/2 days off, 2-1/2 days on, morning and afternoons, class hours in the secondary schools, etc.
 - b. A brief description of how the teaching responsibilities would be shared.
 - c. A brief description of the process which would be used for communicating with the building principal or supervisor.
 - d. In creating a job sharing assignment, teachers would be committed for only one (1) year.
5. Teachers in a shared job shall accrue seniority and salary schedule credit as if employed full time.
6. Teachers in a shared job shall attempt whenever possible to reciprocate substituting.
7. **Compensation**

Teachers in shared positions shall mutually agree upon the distribution of fringe benefits, not to exceed the total cost of PLAN A.

****** To meet MESSA PAC requirements, teachers in shared positions must have either PLAN A or PLAN B.

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

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

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

H. **Professional Leave**

1. Teachers shall be encouraged to attend and participate in professional meetings such as workshops, conferences, approved visitations to other schools, and similar professional growth activities.
2. Requests for attendance at such activities must be submitted in writing to the principal at least two (2) weeks prior to the event. The request must provide basic information as to the nature of the activity, etc., potential value to the Western School District and the individual and must clearly state if a substitute is required and any expenses which the applicant expects the Board of Education would reimburse. The Superintendent will respond to any such requests in writing. In considering such requests, the Board will look at such areas as the value of the activity with those having the broadest application being given highest priority, the cost to the Board of Education as related to its potential value, the effect of the teacher's absence on the educational program, the number of requests for the same conference, similar previous activities of the teacher and its related benefits to the District to be considered, balancing of activities between the various levels and areas of the K-12 program, balancing according to the time of the year so that spring activities are not automatically eliminated. With the multitude of factors to be considered, it is recognized that the Board must retain discretionary control over approval. If an applicant believes a denial of a request was arbitrary, capricious or based upon poor administrative planning, the applicant may ask for a conference with the Superintendent to clarify the decision. The Association will be provided, upon request, a copy of Administrative rationale for denials of professional day requests.

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

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

- J. **Jury Duty:** Any teacher called for jury duty during school hours or who is subpoenaed to testify during school hours in any judicial or administrative matter, or who shall be asked by the Board to testify in any arbitration or fact-finding, shall be paid the difference between his/her daily teaching salary and any salary earned for such duty.
- K. **Community Service:** Teachers who are required to serve on National Guard Duty, or who have been authorized by the District to serve in a community service, shall be excused from their teaching obligations for those days they are authorized to serve. If a teacher is compensated by a community agency or agent, he/she shall reimburse the District for the cost of the substitute. If the teacher receives less compensation than the cost of the substitute, the District shall be responsible for the difference. If the teacher receives more compensation than the cost of the substitute, the teacher shall be entitled to any compensation in excess of the cost of the substitute. Teachers must recognize that the cost of the substitute may be a limiting or prohibiting factor in considering leaves under this provision.
- L. **Association Business Leaves**
1. The Western Education Association will have an aggregate of twenty (20) days per contract year for use of Western Education Association business. Notification will be made in writing to the building principal at least three (3) days in advance of the day to be used. Twenty-four (24) hours is sufficient notice in a case of emergency. The Western Education Association agrees to reimburse the Board for the cost of the substitute teacher.
 2. A leave of absence without pay will be granted to any tenure teacher for the purpose of serving as an officer or member of the staff of the Jackson County Education Association, the Michigan Education Association, or the National Education Association. If, after all other efforts have been expended by the Board to transfer the replacement teacher to another position upon return of such teacher from leave, the Association will hold the Board harmless from the cost of any unemployment costs resulting from the necessity to lay-off the replacement teacher.
 3. If said teacher is serving as an officer of the Jackson County Education Association or Michigan Education Association, there will be no interruption of seniority accrual for four (4) years. After this four (4) year period, seniority will remain frozen. Teachers on such leave will not advance on the salary schedule.
- M. **Sabbatical Leave**
1. Pursuant to Michigan School law, teachers who have continuously been employed by the Board for seven (7) years may be granted a sabbatical leave for up to one (1) year. During a sabbatical leave, the teacher shall be considered to be in the employment of the Board, and shall be paid one-half (1/2) of his/her scheduled salary as set forth in Appendix A.
 2. Determination of teachers to be granted such leave shall be made by a six- member panel, composed of three (3) representatives chosen by the Board and three (3) representatives chosen by the Western Education Association. Upon the recommendation of this committee, the Board shall grant the equivalent of up to one (1) sabbatical leave, unless both parties agree to waive this panel. The committee may

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

3. Qualifications

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

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

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

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

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

4. Application

- a. Application shall be filed with the office of the Superintendent by March 15 of the year proceeding the year in which the sabbatical is requested. This date must be observed for either full year or one (1) semester sabbaticals.
- b. Applicants requesting sabbatical leave shall be notified by April 15 as to the status of their application.
- c. Applications for sabbatical leave shall include with the application form an outlined plan for the period requested for sabbatical leave. This plan shall be indicated on the application form or as an attached statement, and shall include details either for graduate study in an approved college or university or a project (research, writing, travel) to be pursued independently by the applicant.

5. Compensation

- a. A teacher on sabbatical leave will be paid one-half (1/2) of his/her salary as set forth in Appendix A, on either twenty (20) or twenty-six (26) pays, as he/she so indicates.
- b. A teacher granted such leave shall advance on the salary schedule the same number of steps he/she would have advanced had he/she been on the staff in the Western School District.

6. Status While on Sabbatical Leave

- a. A teacher on sabbatical leave shall be considered to be in the employment of the Western School District and shall have a contract.
- b. Full insurance benefits set forth shall be provided teachers on sabbatical leave.
- c. Teachers on sabbatical leave shall be entitled to participate in any and all benefits that may be provided other contracted teachers by the Board.
- d. Full time employment by the recipient of sabbatical leave shall be prohibited. This does not, however, preclude the recipient's accepting grants, fellowships or remuneration for part-time work of any sort which does not interfere with the outlined sabbatical plan.
- e. Teachers shall be responsible for notifying the Payroll Department of the Western School District as to the place to which payroll checks should be addressed during the period of sabbatical leave.

7. Status Upon Return from Sabbatical Leave

- a. A teacher when requesting a sabbatical leave shall indicate if he/she wishes to be restored to his/her present position upon return. In those instances when a guarantee cannot be made that the current position will be available to a non-

teaching professional staff member, the Superintendent shall communicate in writing the reasons that such a guarantee is not possible. This communication will be made prior to the beginning of the sabbatical leave.

- b. A teacher returning from sabbatical leave shall file with the Superintendent within sixty (60) days a written report of his/her educational pursuits while on sabbatical leave and in the event the leave was granted for graduate study, a transcript from the college or university attended.

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

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

O. **Salary Credit for Partial Years**

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

P. **Leave Benefits:** Employees on a Child Care Leave shall not have health benefits provided by the District, except those guaranteed by the Family Medical Leave Act of 1993. Employees on a Medical Leave shall receive health insurance for the first four (4) months of the leave.

Employees on sick leave shall receive health insurance for the entire length of the leave. Employees on a leave for teacher incapacity shall have full health benefits for the entire length of the leave. Extended leave shall have no benefits. Sabbatical Leave shall have full health benefits.

- Q. **Leave Seniority:** Employees on leave shall have the following seniority rights while on leave. Employees on a Child Care Leave shall accrue one (1) full year seniority if they work eighteen (18) or more weeks in the school year. Employees on Medical Leave shall accrue one (1) full year seniority if he/she worked at least one (1) full semester. There will be no loss of seniority while on sick leave. Employees do accrue seniority while on a Teacher Incapacity Leave. Employees accrue up to one (1) full year of seniority while on Sabbatical Leave.
- R. **Family Medical Leave Act and COBRA:** Where the leave benefits contained in this Agreement exceed the requirements of the federal Family and Medical Leave Act of 1993 (FMLA), the benefits contained in this Agreement shall apply. Where the leave requirements of the FMLA exceed benefits in this Agreement, the requirements of the FMLA shall apply. COBRA guarantees an employee the right to continue his/her health care benefits with the District, at the employee's own expense, for two (2) years after termination of employment.

ARTICLE VI: PROFESSIONAL GRIEVANCE PROCEDURE

- A. A claim by a teacher, or the Western Education Association, that there has been a violation, misinterpretation, or misapplication of any provision of this Agreement, may be processed as a grievance as hereinafter provided. Grievances which do not involve alleged violations, misinterpretations or misapplications of a specific Article and Section of this Agreement may be processed through Board level but will not be arbitratable.
- B. In the event that a teacher believes there is a basis for a grievance the teacher shall first discuss the alleged grievance with his/her building principal either personally or accompanied by his/her Western Education Association representative. The meeting must be held within ten (10) school business days of the violation, misinterpretation or misapplication, or within ten (10) school business days of the event which caused knowledge of the alleged violation.
- C. If, as a result of the informal discussion with the building principal, a grievance exists, the teacher may within ten (10) school business days of the informal discussion invoke the formal grievance procedure through the Western Education Association or on their own, on a form substantially in accordance with that set forth in annexed Appendix C which shall be available from the Western Education Association representative in each building. A copy of the grievance form shall be delivered to the principal. If the grievance involves more than one school building, it may be filed with the Superintendent or a representative designated by him/her.
- D. Within ten (10) school business days of receipt of the grievance, the principal shall meet with the teacher and/or Western Education Association in an effort to resolve the grievance. The principal shall indicate his/her disposition of the grievance in writing within ten (10) school business days of such meeting, and shall furnish a copy thereof to the Western Education Association and to the grievant(s).

- E. If the Western Education Association and/or teacher is not satisfied with the disposition of the grievance, or if no disposition has been made within ten (10) school business days of such meeting (or ten (10) school business days from date of filing, whichever shall be later), the grievance shall be transmitted to the Superintendent. Within ten (10) school business days the Superintendent shall meet with the grievant and the Western Education Association on the grievance and shall indicate his/her disposition of the grievance in writing within ten (10) school business days of such meeting, and shall furnish a copy thereof to the Western Education Association, to the grievant, and the principal.
- F. If the settlement of the grievance is not attained in Step E, or if no disposition has been made within the time limitations as stated, the Jackson County Education Association shall notify the Board of Education by writing to the Secretary of the Board within ten (10) calendar days expressing the reason for the dissatisfaction and furnishing the Secretary a legible copy of the grievance and decision of the principal and Superintendent. The Board, no later than its next meeting or two calendar weeks, whichever shall be later, shall hold a hearing on the grievance. The hearing shall be public unless both parties agree that it should be held in executive session. Disposition of the grievance in writing shall be given to the Jackson County Education Association no later than ten (10) calendar days thereafter.
- G. If a grievance is not satisfactorily adjusted, and if it involves an alleged violation, misinterpretation or misapplication of a specific Article and Section of this Agreement, the Jackson County Education Association may within ten (10) calendar days after the decision of the Board is rendered and received by the Association by certified or registered mail, submit the grievance to arbitration. If the parties cannot agree as to the arbitrator within five (5) calendar days from the notification date the arbitration will be pursued, he/she shall be selected by the American Arbitration Association in accord with its rules which shall likewise govern the arbitration proceeding. Neither the Board nor the Jackson County Education Association shall be permitted to assert in such arbitration preceding any ground or to rely on any evidence not disclosed in the previous steps of this procedure to the other party. The arbitrator shall have no power to alter, add to or subtract from the terms of this Agreement. Both parties agree to be bound by the award of the arbitrator and agree that judgment thereon may be entered in any court of competent jurisdiction. The fees and expenses of the arbitrator shall be paid two-thirds (2/3) by the loser, and one-third (1/3) by the winner.
- H. If any non-teaching professional staff member is found to have been unjustly discharged or denied a renewal of his/her contract, he/she shall be reinstated with full reimbursement of all professional compensation lost. If any non-teaching professional staff member shall have been found to have been improperly deprived of any professional compensation or advantage, the same or its equivalent in money shall be paid to him/her and his/her record cleansed of any reference to such action.
- I. The time limits provided in this Article shall be strictly observed but may be extended by written agreement of the parties. In the event a grievance is filed after May 15 of any year and strict adherence to the time limits may result in hardships of any party, the Superintendent shall use his/her best efforts to process such grievance prior to the end of the school term or as soon thereafter as possible.
- J. Notwithstanding the expiration of this Agreement, any claim or grievance arising hereunder may be processed through the grievance procedure until resolution.

ARTICLE VII: DEPARTMENT CHAIRPERSONS

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

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

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

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

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

Media Specialist to receive 3.5% of BA Base.

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

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

- D. The responsibilities of the chairperson

1. The chairperson is responsible to help a new member of his/her staff become oriented to school policies and philosophy and goals. In addition, he/she is responsible to follow up the orientation period of the new teacher with other professional information which will aid the teacher during his/her first year.
 2. The chairperson is responsible to help the principal develop new program curriculum for his/her school. In order to do this the chairperson needs to be aware of the needs of the students, the breadth of the existing curriculum with strengths and weaknesses, current trends in the field, and overall goals of the school system.
 3. The chairperson is responsible to help the principal develop budgetary needs for his/her school. In addition, the chairperson will discuss the expenditure of funds with the principal.
 4. The chairperson is responsible to assist the principal in coordination of programs and in-service training between and among various elementary schools, the middle school and the central office. In order to accomplish this, the chairpersons must be available for, and contribute to meetings with administrative staff, and serving on ad-hoc committees.
 5. The chairperson is responsible to guide his/her staff in textbook and other instructional material requests according to the published policies of the district.
 6. The chairperson is to confer with the principal on matters pertaining to
 - a. Topics of total grade level concern.
 - b. Items for the agenda of teacher meetings.
 - c. Conferences requested by teachers in the school.
 - d. Recommendations affecting suggested administrative or Board policy changes.
 - e. Coordination of program between grade levels.
- E. In lieu of departmental chairpersons, elementary and middle school teachers shall have grade and/or building meetings on the Thursday student half-day tied to first semester final exams for high school students. Additionally, elementary and middle school teachers shall have substitutes, upon written request of the WEA, for elementary teachers during the final quarter of the year for a half day (to be coordinated between grades and buildings to facilitate hiring all day substitutes) for the purpose of evaluating elementary programs and needs.

ARTICLE VIII: PROCESS: REDUCTION AND REALIGNMENT OF NON-TEACHING PROFESSIONAL STAFF MEMBERS

- A. The primary intent of the Board of Education and the Western Education Association (WEA) shall be to keep each non-teaching professional staff member employed to his/her full or part time status. To that end, the Board or its designee agrees to meet with WEA/JCEA/MEA and take mutually agreeable, reasonable action (including, but not limited to, involuntary transfers,

waiver of posting requirements, displacements, employees returning from leave, etc.) to ensure this philosophy.

1. The terms “qualified” and “qualifications” as used in this Agreement shall include the satisfaction of criteria, established in the job description for the non-teaching professional staff member, in addition to being “certified”, as defined below.
2. As used in this Agreement, the term “certified” shall mean that the non-teaching professional staff member possesses the appropriate license, approval or authorization (as applicable) for his/her assignment.
3. A non-teaching professional staff member shall provide written notice to the Board (in the timelines specified below) of any change to his/her certificates, endorsements, licenses, authorizations, approvals or qualifications, after the original filing of same with the Board. Any changes after the final work day must be reported by August 1. Any changes after August 1 must be reported within seven (7) business days after the non-teaching professional staff member receives notice of the change.

The non-teaching professional staff member shall further notify the Board and Association, in writing, not less than seven (7) business days before he/she initiates a request for nullification or limitation of his/her certificates, endorsements, licenses, or approval.

B. Layoff: In the event of necessary layoff due to a decreased student enrollment or shortage of revenue, changes, revisions, or elimination in programs the order of reduction shall be

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

No new non-teaching professional staff member shall be employed by the Board while there are non-teaching professional staff member of the District who are laid off unless there are no laid off teachers* with proper certification and qualifications to fill any vacancy which may arise.

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

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

1. In the circumstances of more than one (1) individual teacher beginning employment on the same date, the teacher whose letter of intent issued by superintendent, timed and dated and subsequently approved by the Board shall be the most senior.
2. Probationary teachers on layoff shall continue to accrue seniority for a period of two (2) years. Tenure teachers on layoff shall continue to accrue seniority during the length of layoff.
3. A teacher shall lose his/her seniority if he/she resigns, retires, or is discharged by the Board.
4. A teacher who becomes an administrator shall retain any seniority accrued as a teacher but does not accrue additional seniority while serving in an administrative capacity.
5. Seniority and movement on the salary schedule accrue at fifty (50%) percent for teachers teaching half (1/2) time or less.

D. **Assignments:** The Board recognizes that it is desirable in making assignments of non-teaching professional staff members to consider the interests and aspirations of its non-teaching professional staff members. Requests by a teacher for transfer to a different class, building, or position shall be made in writing to the Board, one (1) copy shall be filed with the Association, one (1) with the Superintendent. The application shall set forth the reasons for transfer, the school, grade or position sought, and the applicant's academic qualifications. Such requests shall be revised once every year. Whenever a realignment of non-teaching professional staff members becomes necessary, prior to taking formal action, the Board shall meet with the WEA to develop a mutually agreeable plan to implement the realignment of non-teaching professional staff members.

E. **Process:**

1. The Board and Association shall meet as soon as potential realignment of non-teaching professional staff members is anticipated to develop a mutually agreeable plan.

2. The Board and Association committee shall meet with those non-teaching professional staff members anticipated to be affected by the realignment. During the summer months, reasonable attempts shall be made to contact and meet with affected non-teaching professional staff members.
3. The actions of the committee shall be limited to those reasonable under the circumstances.
4. The plan shall be in writing and include the specific actions, supporting rationale, and contingencies.
5. Changes to the plan shall be mutually agreed to by the Association and the Board.
6. If the Board and the Association reach a mutually agreeable solution, the solution shall not be subject to the grievance procedure. If the Board and Association fail to reach a mutually agreeable plan, the issue shall be submitted to expedited binding arbitration.

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

G. **Displaced Non-Teaching Professional Staff Member Not Due to Yearly Staffing**

1. Non-teaching professional staff members who are displaced, but not laid off due to a reduction in program or drop in student enrollment, shall be displaced according to seniority, i.e. the least senior person within a particular program area. The process defined in this Article, Section E, shall be used to realign the assignment of positions in the event of a displaced non-teaching professional staff member. If vacancies occur, displaced non-teaching professional staff members have the same rights under the contract as other non-teaching professional staff members to apply for said vacancies. A displaced non-teaching professional staff member shall be allowed to return to his/her previously held position prior to the position being posted provided it does not prevent recall of laid off non-teaching professional staff members nor cause staff reduction. Displaced non-teaching professional staff member, after reassignment, also have the right under the contract to voluntarily trade positions for a year.

H. **Yearly Staffing Procedure**

1. Before the end of the school year, Association presidents (or designees) along with building principals and all full-time non-teaching professional staff members in that respective building shall meet to do building placements.
2. Lists of current year placements and next year's positions will be created.
3. The most senior non-teaching professional staff members will be placed in their current year's position on next year's position list.

4. As a result of that movement any displaced non-teaching professional staff member shall be placed on a building displacement list. A displaced non-teaching professional staff member is defined as a teacher not subject to layoff by seniority whose position has been reduced or dropped.
 5. At that time those displaced non-teaching professional staff members and previously displaced non-teaching professional staff members lists are checked to see if he/she had been displaced from a position in that building and if that position is now open.
 6. Any current or previously displaced non-teaching professional staff members may move to those open positions which he/she previously held.
 7. After the displaced non-teaching professional staff members are given the opportunity to move to his/her previously held position, the remainder of the eligible non-teaching professional staff members (which may include displaced non-teaching professional staff members) in the building may bid on the remainder of the open positions by seniority.
 8. If a non-teaching professional staff member was displaced from another building, he/she has first right to that position should it become open.
 9. After each building has been staffed any remaining open positions will be posted District-Wide.
- I. **Voluntary Trade:** Any teacher(s) desiring to voluntarily trade or exchange his/her assignment with another teacher may do so with administrative approval. Such transfers may be granted to expand individual teaching experiences or to facilitate scheduling. Voluntary transfers such as these must normally be requested in the academic year prior to such requested moves.
- J. **Vacancies:** Building administrators retain the responsibility and authority to make assignments.
1. A vacancy exists when:
 - a. a position is unoccupied;
 - b. there are no bargaining members on leave who have a right to return to employment;
 - c. and the Board intends to fill the position.
 2. **Right to Return:** A non-teaching professional staff member has a right to return to an unoccupied position if he/she is in one of the following situations. The situations are listed in order of priority to take the unoccupied position. If more than one (1) non-teaching professional staff member is in a category, the most senior non-teaching professional staff member may take the unoccupied position first. A non-teaching professional staff member has a right to return to an unoccupied position if he/she is:
 - a. involuntarily transferred from the unoccupied position; or
 - b. displaced from the unoccupied position; or

- c. returning from a leave of absence, or;
 - d. on layoff status.
3. **School Year Vacancies:** Vacancies, at the option of the Board and after consultation with the Association, may either be posted for five (5) days and filled according to this Article or filled on a temporary basis.
- a. A temporary position shall be defined as follows:
 - (1) A vacancy which is filled from outside the bargaining unit in accordance with Article VIII, I., or;
 - (2) A vacancy consisting of less than full time for a period of no more than a full school year for which present staff is not certified, qualified, and available;
 - (3) The total of temporary positions at each level (elementary, middle school, high school) shall not equal or exceed one (1) full time position.
 - (4) A temporary position shall be paid pro-rated salary based on BA, Step 1, or MA Step 1, as appropriate and pro-rated fringe benefits as in Article I, A.
 - (5) Said temporary position employee shall not accrue seniority on the bargaining unit seniority list. However, if said employee is employed by the district longer than one (1) full school year, then said employee shall be granted seniority on the bargaining unit seniority list retroactively to their original date of hire in filling the temporary vacancy.
 - (6) Temporary assignments, if continued, shall be posted for the next school year.
 - (7) Employees who sign a temporary contract have no expectation of continued employment. These employees are represented by the Association and are liable for Association dues.
 - (8) Substitute teachers (i.e. individuals assigned to replace absent teachers) shall not be regarded as filling a “temporary position”.
- K. **Job Posting:** The Board declares its support of a policy of filling vacancies in non-teaching professional staff member assignments with the best qualified applicants available.

Whenever a vacancy arises or is anticipated, the Superintendent shall promptly notify the Western Education Association and post notice of same on a bulletin board in each school building for no less than five (5) days before the position is filled and immediately direct a copy of same by e-mail to each laid off teacher. During the summer recess, vacancies will be posted on the District website and teachers who have made a written request will receive notification by e-mail, provided they have furnished an e-mail address of that contact.

Vacancies in non-teaching professional staff member assignments shall be filled on the basis of the experience, competency and qualifications of the applicant, length of service in the district and other relevant factors. No non-teaching professional staff member shall be awarded a position if it directly causes another to be laid off, or involuntarily transferred, or prevents the recall of a laid off non-teaching professional staff member. More senior non-teaching professional staff members shall be given preference unless qualifications, as identified above, shall be superior for the less senior non-teaching professional staff member. In the event a more senior non-teaching professional staff member is denied a transfer to a vacancy for which they applied, the non-teaching professional staff member shall be entitled to a conference with the Superintendent who shall explain the reasons for the denial. Any disputes may be resolved through the grievance procedure.

L. Involuntary Transfer

1. An involuntary transfer of a non-teaching professional staff member will be made in case of an emergency, to prevent undue disruption of the educational program, to meet unique program requirements, or due to reduction in force. Involuntary transfers of non-teaching professional staff member may be made to facilitate the layoff of the least senior non-teaching professional staff member for a particular position, provided the non-teaching professional staff member(s) transferred are qualified and certified for their positions. If an involuntary transfer can be made which will avoid the layoff of a non-teaching professional staff member, or expedite the recall of a non-teaching professional staff member on layoff, a non-teaching professional staff member may be involuntarily transferred to a vacant position.
2. Before such involuntary transfer of a non-teaching professional staff member may be made, the situation must be mutually agreed with the Association and the Board.
3. An involuntary transfer is when a non-teaching professional staff member's assignment is moved up or down one level or when any non-teaching professional staff member's assignment is moved from the specialized programs in 3(b) or vice versa.
 - a. No non-teaching professional staff member shall be involuntarily transferred more than one (1) level up or down.
 - b. The specialized areas counselor shall have three levels: elementary, middle school, or high school.
4. While building administrators retain the responsibility and authority to make assignments of non-teaching professional staff members, the process used shall include an opportunity for all non-teaching professional staff members to have input before assignments are completed. Generally, the least senior non-teaching professional staff member(s) certified and qualified to fill the vacancy(s) will be involuntarily transferred.
5. An involuntarily transferred non-teaching professional staff member shall be allowed to return to his/her previously held position prior to the position being posted provided it doesn't prevent recall of a laid off non-teaching professional staff member(s) or cause staff reduction of a non-teaching professional staff member(s).

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

ARTICLE IX: MISCELLANEOUS PROVISIONS

- A. **Selection of Books and Materials:** The Board recognizes that appropriate texts, library reference facilities, maps and globes, laboratory equipment, audio-visual equipment, teaching supplies, athletic equipment, current periodicals, standard tests and questionnaires, and similar materials are the tools in the teaching profession. The Board agrees at all times to keep the school reasonably equipped and maintained. The parties will confer from time to time for the purpose of improving selections and use of such educational tools.
- B. **Notice of Absence:** As a guideline for reporting absences, a teacher should contact a published phone number or office at least one (1) hour for secondary and one and a half (1 1/2) hours for elementary before the opening of that teaching day. Lesson plans shall be provided by the teacher for the substitute. Teachers failing to follow these guidelines may be subject to reprimand. More than three (3) reprimands shall constitute a loss of a day's salary for each successive infraction.
- C. **Classroom Interruptions:** Classroom interruptions shall be kept at a minimum.
- D. **Selling and Soliciting:** No teacher shall allow any selling or soliciting of any kind in the school unless authorized by the principal.
- E. **Protective Clothing:** The Board shall provide teachers of art, home economics, industrial arts, science laboratory classes and kindergarten, sixty-five dollars (\$65.00) per year for the purchase of protective clothing. The teacher will be responsible for their own laundering of this clothing. In addition, industrial arts teachers will be reimbursed up to one hundred dollars (\$100.00) for the purpose of one (1) pair of protective shoes per year.
- F. **Student Teachers:** It is suggested that the prospective cooperative teacher be informed about his/her prospective student teacher at least three (3) weeks before the student is to begin his/her teaching. Forms shall be passed out to all teachers giving them the privilege to request or reject student teachers. The money paid for the supervision of student teachers shall be given to the supervising teacher for his/her personal use. The teacher who is involved in the student-teacher program shall plan the procedure well in advance and have administrative approval.
- G. **Observation and Evaluation of Non-Teaching Professionals:** Observation and evaluation of non-teaching professionals shall be according to the procedures established in the Western Professional Growth and Assistance Plan, or a mutually agreeable successor plan.

- H. Teachers will be given time to do the Safe Schools Training during professional development days.

ARTICLE X: ASSOCIATION MEMBERSHIP, ASSOCIATION NOTIFICATION AND PAYROLL DEDUCTION

- A. **Membership Options:** Employees have the right to join, not join, maintain, or terminate their membership in the Association as they see fit. Neither party shall exert or put pressure on or discriminate against an employee as regards such matters.
- B. **Union Notification**
 - 1. The district shall make a good faith effort to notify the Association within two (2) weeks of newly hired employees of this bargaining unit.
 - 2. Upon request the district will furnish salary data to the Association.
- C. **Authorized Deductions:** Authorized deductions shall be deducted from each check and promptly forwarded to credit unions, banks, annuities, HSAs, FSAs, Western Education Foundation, United Way, etc.

ARTICLE XI: TEACHER PROTECTION AND STUDENT RIGHTS

- A. Any teacher who is threatened with bodily harm by an individual or group or in any case of assault, or battery while carrying out his/her assigned duties, shall be offered the fullest possible protections by the school district. The teacher shall promptly notify his/her principal or supervisor. The Board will provide the teacher with legal counsel to advise the teacher of his/her rights and obligations with respect to such incident.
- B. Any necessary absence from work resulting from Section A of this Article with the Western School District will not be charged against the teacher's sick leave or personal business leave. This provision is limited to
 - 1. Ninety (90) days.
 - 2. Any money received as salary from Workmen's Compensation will be deducted from salary.
- C. Teachers whose normal personal property is damaged in an assault on his/her person arising out of and in the cause of his/her employment may apply for reimbursement of costs, of repairs, or replacement. If an item is damaged beyond repair, actual value at the time of damage will be reimbursed. Items such as eye glasses, dentures, hearing aids, prosthetic devices, shall be reimbursed at their full cost except as limited below. All other claims of loss against items of apparel, automobiles, watches, etc. shall be limited to a maximum of two hundred fifty dollars (\$250) and any money received from a claim against any insurance which either the school district or the employee may carry. Teachers in turn shall be responsible for school equipment in their care while not on school property. Should such damage occur either

through negligence or poor judgment, the financial responsibility of teachers shall not exceed \$250.00 or the amount of monies received through their insurance carriers.

- D. No action of a disciplinary nature shall be taken upon any complaint directed toward a non-teaching professional staff member, nor shall any notice thereof be included in a his/her personnel file, unless, or until such matter is discussed with the non-teaching professional staff member and reported in writing to him/her in a reasonably prompt manner under the circumstances. The non-teaching professional staff member shall have the right to respond in writing to any written notice and have such response attached to any copy in the personnel file.
- E. The parties recognize that the effect on the entire school system be considered and expect standards of conduct from each individual so that other students in the school system do not suffer from his/her actions. In rare circumstances and in accordance with Board of Education policy and relevant state law, a teacher may find it necessary to resort to some form of "reasonable force." Use of corporal punishment is never permissible. A teacher may use physical restraints as any reasonable and prudent, educated adult would use to protect him/herself, a fellow teacher, administrator, or a student from attack, physical abuse or injury. Reasonable force is also permitted to obtain a weapon or dangerous object or to protect property from physical damage. The Board will support through its legal counsel and through its liability insurance any teacher accused or convicted either civilly or criminally, whose actions in the incident involved were in accord with existing Board policies.
- F. It is recognized by all parties that students' rights and responsibilities and their right to privacy is constantly being changed and interpreted. It is further recognized that students are "persons" in the eyes of the Constitution of the United States and are entitled to due process, especially as these apply to denial of their right to an education; accordingly the parties recognize their joint responsibility to keep informed of changes and interpretations in student rights.
- G. The Board recognizes its responsibility to give all reasonable support and assistance to teachers with respect to maintenance, control and discipline in the classroom.
- H. Whenever it appears that a particular pupil requires the attention of special counselors, social workers, physicians, or other professional personnel, the teacher shall discuss the behavior of the particular student with his/her principal, make out proper referral forms, and meet with and contribute to any arranged Individual Educational Planning Committee meeting.

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

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

- I. A teacher may exclude a pupil from one class period when the grossness of the offense, the persistence of the misbehavior or the disruptive effect of the violation makes the continued presence of the student in the classroom intolerable. In such cases, the teacher will furnish the principal, as promptly as his/her teaching obligations will allow but no later than the end of the day, full particulars of the incident in writing. As soon as possible, the teacher shall request the student's parent/guardian to attend a conference as required by Section 1309 of the Revised School Code.

ARTICLE XII: INDIVIDUAL TEACHER SCHOOL IMPROVEMENT

PROJECT (Beginning January 1, 2017 no new Individual Teacher School Improvement Projects will be approved.)

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

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

- B. **Qualifications** for Individual Teacher School Improvement Project Program.

1. A teacher, to be qualified, must at least be on Step 12 of the salary schedule as of the 2012 - 2013 school year. Projects may not begin until a teacher has at least fifteen (15) years of service to the Western School District.
2. A teacher may volunteer to participate in an Individual Teacher School Improvement Project only once (for two (2) consecutive years) during his/her tenure as a Western School District employee.
3. Teachers volunteering to participate in the project will be provided the opportunity to serve as such upon their request. Teachers must submit an acceptable plan or project.
4. Intent to participate shall be made in writing to the superintendent no later than May 1, of the school year prior to the desired participation year.
5. A two (2) year plan will be developed by the teacher, submitted to the Teacher Committee (chosen by WEA Executive Board). The plan will then be submitted to the building administrator for approval, then to the Superintendent for final approval.
6. The semester reporting of progress and status will be provided by the participating teacher. A teacher failing to make sufficient or satisfactory progress may request the assistance of the building administrator and/or the Teacher Committee. The project requires a final product for the district to retain and a log of hours dedicated to the project if agreed upon in the teacher plan.

- C. The following list is meant to be illustrative but not exhaustive of the types of activities which may be included in the development of an Individual Teacher School Improvement Project plan:
1. Assistance to Beginning Teachers
 2. Staff Development
 3. Exploration and Implementation of Technologies
 4. Curriculum Review and/or Development
 5. School Improvement
 6. Student Testing
 7. Textbook Selection Committee
 8. Student Assemblies
 9. Special Projects with Students
- D. The supplemental salary for the Individual Teacher Improvement Project teacher program shall be based upon the teacher's position on the Salary Schedule, Appendix A, of the Master Agreement for the two (2) years the teacher is responsible for the project, however, compensation will be spread over three (3) years. A written program report is due to the Superintendent at the end of each semester. During the third year of compensation, one (1) written project report summary will be provided to the Superintendent.
- E. **Compensation** shall be provided with the same payroll options as any other Schedule B position.

ARTICLE XIII: PROFESSIONAL BEHAVIOR

- A. The proper treatment of such areas as academic freedom (Board Policy 4116.21), staff political activities (Board Policy 1311.1) and the teaching of controversial issues (Board Policy 6144), is of legitimate concern to both the Board and the Western Education Association. The Western Education Association supports the above numbered policies. The Board agrees that it will not change or modify the above numbered policies without at least thirty (30) days prior notification to the Western Education Association of a proposed revision and providing an opportunity for the Western Education Association to appear at a hearing before the Board at a regular meeting.

ARTICLE XIV: DURATION OF AGREEMENT

This Agreement shall be effective as of January 1, 2017 and shall remain in effect through December 31, 2019. This Agreement shall not be extended orally, and it is expressly understood that it shall expire on the date indicated. This Agreement including the Appendices incorporates the entire understanding of the parties on all issues which were or could have been the subject of negotiations. During the term of this Agreement, neither party will be required to negotiate with respect to any such matter, whether or not covered by this Agreement, unless by mutual consent of both parties.

If any provision of this Agreement or any application of the Agreement to any employee or group of employees shall be found contrary to law, then such provision or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or application shall continue in full force and effect.

An emergency manager appointed under the Local Government and School District Fiscal Accountability Act is authorized to reject, modify, or terminate this Agreement as provided in that enactment.

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

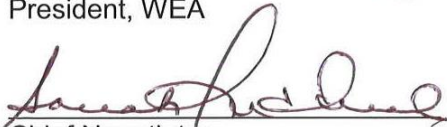
**WESTERN EDUCATION ASSOCIATION/
JACKSON COUNTY EDUCATION
ASSOCIATION**



President, JCEA



President, WEA




Chief Negotiator



Team Member



Team Member



Team Member



JCEA/Uniserv Director

**WESTERN SCHOOL DISTRICT
BOARD OF EDUCATION**



President

Chief Negotiator



Superintendent

APPENDIX A: SALARY SCHEDULE

WESTERN EDUCATION ASSOCIATION

January 1 2017- December 31, 2018

STEP	BA	BA+1/2 MA	MA	MA + 30
1	39,467	39,934	41,781	44,295
2	41,544	42,035	43,980	46,625
3	43,006	43,489	45,917	48,569
4	44,946	45,429	47,859	50,514
5	46,889	47,381	49,807	52,455
6	48,840	49,322	51,747	54,394
7	50,782	51,265	53,975	56,345
8	52,722	53,209	56,121	58,766
9	54,667	55,156	58,554	61,199
10	57,096	57,583	60,977	63,624
11	59,529	60,008	63,894	66,543
12	62,498	62,982	67,111	69,761
13	65,468	65,957	70,328	72,979
14-16	66,122	66,617	71,031	73,709
17-18	67,114	67,615	72,096	74,814
19	68,120	68,630	73,177	75,936

*Steps will be awarded at the beginning of the second semester in 2017-2018, 2018- 2019 and 2019-2020.

** Off schedule payments for frozen steps

- a. Payments will be in two installments, January and October.
- b. ITSIP Eligible teachers on a frozen step will receive 3.5% off schedule. If a teacher is moving to a new step for that year, they will receive the step plus the difference to equal to 3.5% for that year (2018-2019 only)
- c. Non-ITSIP eligible teacher on frozen step will receive 2% off schedule.
- d. Letters of Agreement may be written for anyone wishing to delay this payment schedule to closer to that individual's retirement date.

***Advancement to Step 17 and above require 15 years of service to the Western School District.

**** Individual contracts given to teachers at the beginning of the school year will reflect a blended salary to reflect the salary from the beginning of the school year to December 31 and the new amount from January 1 through the end of the school year.

WESTERN EDUCATION ASSOCIATION
January 1, 2019
.5%

STEP	BA	BA+1/2 MA	MA	MA + 30
1	39,664	40,134	41,990	44,516
2	41,752	42,245	44,200	46,858
3	43,221	43,706	46,147	48,812
4	45,171	45,656	48,098	50,767
5	47,123	47,618	50,056	52,717
6	49,084	49,569	52,006	54,666
7	51,036	51,521	54,245	56,627
8	52,986	53,475	56,402	59,060
9	54,940	55,432	58,847	61,505
10	57,381	57,871	61,282	63,942
11	59,827	60,308	64,213	66,876
12	62,810	63,297	67,447	70,110
13	65,795	66,287	70,680	73,344
14-16	66,453	66,950	71,386	74,078
17-18	67,450	67,953	72,456	75,188
19	68,461	68,973	73,543	76,316

An additional .5% on schedule increase if student enrollment in the fall of 2018 equals the enrollment from the fall of 2017.

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II. FRINGE BENEFITS

PLAN A: MESSA CHOICES II

\$500 / \$1,000 Deductible

\$10/\$20 prescription co-pay \$20 OV / \$25 VC / \$50 ER

LTD 66 2/3% \$7,000 monthly max.

Delta Dental: E007 (80, 80, 80, 80) \$1200 yearly max
\$1000 orthodontic lifetime max

Vision: VSP 2 Silver

Life and AD & D: \$30,000

-OR-

MESSA CHOICES II

\$500 / \$1,000 Deductible

RX Saver \$20 OV / \$25 VC / \$50 ER

LTD 66 2/3% \$7,000 monthly max.

Delta Dental: E007 (80, 80, 80, 80) \$1200 yearly max
\$1000 orthodontic lifetime max

Vision: VSP 2 Silver

Life and AD & D: \$30,000

-OR-

MESSA ABC PLAN 1

\$1300 /\$2600 Deductible

ABC RX

LTD 66 2/3% \$7,000 monthly max.

Delta Dental: E007 (80, 80, 80, 80) \$1200 yearly max
\$1000 orthodontic lifetime max

Vision: VSP 2 Silver

Life and AD & D: \$30,000

Benefits

Health Care Insurance Cap (effective January 1, 2017)

- Full Family: \$17,304.02
- 2 person: \$13,268.93
- Single: \$6,344.80

On January 1, 2017, 2018 and 2019 the health care insurance caps will be adjusted per state law based on the CPI increase provided by the State of Michigan Department of Treasury.

** WEA reserves the right to change vendor or benefit level to reduce costs to the parties at any time for the duration of the contract provided the District remains the Policy Holder.

PLAN B: For employees not electing health insurance

Delta Dental	(80: 80/80/80) \$1,000 yearly max. Orthodontics \$1,300 life time max
Vision	VSP 2 Silver
Negotiated Life	\$35,000 AD&D
Long Term Disability	66 2/3% \$7,000 monthly max

Employees with spouses employed within the District and select PLAN B shall receive Two Hundred Fifty Dollars (\$250.00) per month. Employees with spouses employed outside the District and select PLAN B shall receive Four Hundred Twenty-Five Dollars (\$425.00) per month. The Board shall provide a qualified plan document pursuant to Section 125 of the Internal Revenue Service Code.

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

III. ADDITIONAL SALARY BENEFITS

A. Master's Program

- 1. A teacher must provide a letter of Intent to the Superintendent by July 1 of their intention to meet the qualifications for the completion of lane change in the upcoming school year.
- 2. Upon completion of one-half (1/2) of the required courses in a Master's program, the teacher shall be moved to the BA+ ½ MA Lane. Changes will be processed at the beginning of semesters only.

3. Upon receiving a Master's degree, the teacher shall submit to the Superintendent, certification by the first day of the semester to begin receiving Master's scale salary. Changes will be processed at the beginning of semesters only.

B. Transfer of Teaching Experience

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

C. Notification of Salary

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

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

APPENDIX B: SUPPLEMENTAL SALARIES

I. Supplemental Salaries

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

II. Compensation for Additional Duties

- A. **Games Supervisor.** The total stipend for games supervision will be thirty percent (30%), split proportionately among the assigned staff and based upon the B.A. salary steps from one (1) to seven (7) consistent with the number of years of experience as games supervisor. The athletic director, after posting and assigning the positions based on qualifications, shall meet with the games supervisors for each sports season (fall, winter, and spring) and divide the home events, excluding varsity football and basketball which remain the direct responsibility of the athletic director, in a manner deemed most appropriate for the District with consideration given to the needs and availability of the assigned staff. If the total number of activities supervised increases or decreases by more than ten percent (10%) from the 1997-1998 level, the parties agree to meet and proportionately amend the thirty percent (30%) figure.
- B. **Substitutes:** Regular teachers, teaching as a substitute during their conference and/or preparation time, shall receive one-fifth (1/5) of the current substitute rate effective 2000-2001 school year.
- C. **Driver Education:**
- | | |
|-------------------|---------------------------|
| -behind the wheel | .00072 x B.A. base salary |
| -classroom | .00072 x B.A. base salary |
| -supervisor | 3% (on step) |
- D. Western Education Association members who work in the Adult Education program shall receive .00077 x B.A. base per hour.
- E. Supplemental salary for the Individual Teacher School Improvement Project shall be based upon the teacher's position on the Salary Schedule, as of 2012 – 2013. Teachers between Step 12 and 15 may complete an ITSIP when they reach year 15 of service at a rate of ten percent (10%) per year. Teachers at 15 years of service as of 2012 – 2013 may complete an ITSIP at a rate of twelve percent (12%) per year. In either case, the ITSIP two-year project is paid out over three years. New ITSIP plans will not be available effective January 2017. This language will be removed at the end of this agreement absent mutual agreement by the parties.
- F. Teachers may elect to earn National Board Certification at their own expense. If a teacher earns National Board Certification they shall receive a two percent (2%) stipend yearly as long as the certification is current.

III. Additional Compensation

A. Any teacher whose duties require regular travel between two (2) or more schools will be reimbursed at the IRS rate; calculated and paid separately from regular wages. This rate shall apply for anyone who must use his/her personal car for school business.

B. Overage Pay for Class Load Overages

See Article 4, section I for information regarding class load overages.

C. Personal Day Buy Out

One unused personal business day may be redeemed for one hundred dollars (\$100) at the conclusion of the school year. The district must be notified by the last day of school of the employee's intention to be paid for the unused personal business day. If the district is not notified by the last day of school, unused personal business days will be rolled into the teacher's sick day bank.

SCHEDULE B

POSITIONS

%	BOYS' ATHLETICS	%	GIRLS' ATHLETICS
14	Varsity Basketball	13	Varsity Basketball
9	JV Basketball	8.5	JV Basketball
7.5	9th Basketball	7.5	9th Basketball
5	7th/8th Basketball	5	7th/8th Basketball
14	Football (Head Varsity)	12	Gymnastics (Varsity)
9	Football (JV)	9	Gymnastics (Asst)
7.5	Football (Asst)		
7	Football (9th Grade)	11	Volleyball (Varsity)
5	Football (7th/8th)	8.5	Volleyball (JV)
		7.5	Volleyball (9th)
13	Wrestling (Varsity)	5	Volleyball (7th/8th)
9	Wrestling (Asst)		
5	Wrestling (MS)	10	Track (Head Varsity)
		6.5	Track (Varsity Asst)
10	Track (Head Varsity)	5	Track (MS) (2)
6.5	Track (Varsity Asst)		
5	Track (MS) (2)	5.5	Golf (Varsity)
10	Cross Country (Varsity-Comb)	9	Softball (Varsity)
6.5	Cross Country (Varsity-Comb)	6	Softball (JV)
9	Baseball (Varsity)	9	Soccer (Varsity)
6	Baseball (JV)	6	Soccer (JV)
5.5	Golf (Varsity)	6	Cheerleading (Varsity BB)
		4	Cheerleading (JV BB)
10	Soccer (Varsity)	4	Cheerleading (9th BB)
7	Soccer (JV)		
7	Tennis (Varsity)	7	Tennis (Varsity)
5	Tennis (JV)	5	Tennis (JV)

OTHER ACTIVITIES

%	ACTIVITY		%	ACTIVITY
9		HS Band	4.5	Musical (2 persons)
4		Jazz Band	4	Play (2 persons)
3		MS Instrum Music	3	Musical (Elementary)
3		Flags	2.5	Musical (Elementary-Asst)
2		Marching Band Assoc.	2	One-Act Play
10		Choir	1	Elementary Music
2		MS Vocal Music	1	National Art Honor Society
1		Marching Band Assistant	2.5	Student Council
\$10/hr	Max 500	Piano Accompanist	2	Reading Consultant
11		Debate (Varsity)	2	National Honor Society
6.5		Debate (Asst)	1	Academic Games
7		Forensics (Varsity)	1	Literary Magazine
3.5		Forensics (Asst)	1	Clubs (per 50 hours)
8		Yearbook Advisor (2)	2	Intramural Coordinator (BB)
			2	Intramural (MS Volley)
3		Class Advisor (Jr. 2)	2	Basketball (5th/6th)
2		Class Advisor (Sr. 2)	8	Strength & Conditioning
1		Class Advisor (So. 2)		
1		Class Advisor (FR. 2)	5	Driver Ed Supervisor
3.5	Effective 2007-08	Mentor Teachers		

C. Date Written Grievance Presented to Principal: _____
(Copies to Principal, Grievant)

D. Date of Meeting Between Grievant and Principal: _____

Disposition by Principal: _____

_____/_____
Principal's Signature Date

Association Response to Principal's Disposition: _____

_____/_____
Grievant Signature Date _____/_____
Association Signature Date

(Copies to Principal, Grievant, WEA)

LEVEL 3 (Superintendent)

E. Date of Transmittal to Superintendent: _____

Date of Meeting Between Superintendent,
WEA and Grievant: _____

Disposition by Superintendent: _____

_____/_____
Superintendent's Signature Date

Association Response to Superintendent's Disposition: _____

_____/_____
Grievant Signature Date Association Signature Date

(Copies to Principal, Grievant, WEA, Superintendent)

LEVEL 4 (Board of Education)

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

Date of Hearing: _____

Disposition by Board of Education: _____

_____/_____
Signature Date

Association Response to Disposition by Board: _____

_____/_____
Grievant Signature Date Association Signature Date

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

LEVEL 5 (Arbitration)

Date of Submission to Arbitration: _____

Name of Agreed Upon Arbitrator: _____

OR

Date Requested Assistance of A.A.A.: _____
(Copies to Principal, Grievant, WEA, Superintendent, JCEA, Board of Education Secretary)

Arbitration Decision: _____

Date of Award: _____

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

Letter of Agreement
Between the
Western Education Association
and the
Western School District
Re: Schedule B Committee

During negotiations for the 2015-2016 collective bargaining agreement the parties acknowledged the need to review Schedule B for sports, fine arts and extra-curricular activities. Therefore the parties are establishing a committee for its review.

The committee members shall include: Two Fine Arts Teachers, two Coaches, the Athletic Director, High School and Middle School Principals, two teachers that do not hold Schedule B positions and an officer from the WEA.

The committee's charge is to compare similarly situated districts Schedule B and to develop recommendations for the WEA Schedule B.

The committee shall establish a timeline for the work to be completed. The timeline and periodic reports will be given to the superintendent with a full report and recommendation to be completed by September 1, 2015.

For the Association



Marcy Hartung

MEA UniServ Director

Date 4-27-15

For the District



Mike Smajda

Superintendent

Date _____

Letter of Agreement
Between the
Western Education Association
and the
Western School District
Re: Attendance Incentive

The Parties agree to the following provisions regarding attendance incentive for the teachers in the Western School District.

A teacher that uses no sick hours in a nine week marking period will be awarded one hundred dollars (\$100.00) herein designated as a "sick leave bonus". The teacher will receive payment on the first check after the end of the school year (June 30) in which the sick leave bonus had been earned.

If a teacher uses more than four (4) days within ANY marking period during the school year, he/she will be deemed ineligible for payment of sick day bonus for all other marking periods within the same year.

For the Association



Marcy Hartung

MEA UniServ Director

Date 4-27-15

For the District



Mike Smajda

Superintendent

Date _____

Letter of Agreement
Between the
Western School District
And the
Western Education Association

The above are parties to a collective bargaining agreement dated January 1, 2017 through December 31, 2019. During the course of negotiations, it was decided for the 2017-2018 school year, fifth grade teachers that participate in 5th grade camp will be reimbursed for reasonable expenses incurred due to the overnight stay. Receipts must be turned into the business office within thirty (30) days of return. This agreement may be extended beyond the 2017-2018 school year through mutual agreement of the parties.

For the Association

For the District

Marcy Hartung, MEA UniServ Director

Mike Smajda, Superintendent

Date

Date

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