

Contractual Agreement

between the

WELLS TOWNSHIP SCHOOL DISTRICT #18

Board of Education

and the

Wells Township Teachers

Effective July 1, 2010

Through June 30, 2011

Revised 7/27/2010

TABLE OF CONTENTS

INTRODUCTION		1
ARTICLE I	Teachers' Rights	1
ARTICLE II	Professional Compensation	1-2
ARTICLE III	Preparation Time	2
ARTICLE IV	Insurance	2-3
ARTICLE V	Expenses and Extracurricular Activities	3
ARTICLE VI	Leaves of Absences With/Without Pay	3-4
ARTICLE VII	Staff Reduction/Recall/Seniority	5-6
ARTICLE VIII	Management Rights	6
ARTICLE IX	Duration of Agreement	7
SCHEDULE A	Salary Schedules	8-9
SCHEDULE B	School Calendar	10-11
FORM A	Grievance Form	12

INTRODUCTION

The following terms as listed in the Agreement between the Wells Township School Board of Education and Teachers' Bargaining Unit should be interpreted as follows:

- Administration/administrator refers to Superintendent, Principal, Administrator or designated official.
- Board refers to Board of Education of Wells Township School District.
- Bargaining Unit refers to certified teachers of the district.

ARTICLE I – TEACHERS' RIGHTS

- A. The teachers shall have the right to use school building facilities for school purposes at all reasonable hours for meetings, provided the Administration is notified of the building's proposed use. Availability of the school building facilities to the teachers is subject to prior commitments.
- B. The Board agrees to make available in school adequate typing, computing, and facilities for making copies and transparencies to aid teachers in the production of instructional material.
- C. The provisions of this agreement shall be applied without regard to race, creed, religion, color, national origin, sex or marital status.
- D. Teachers have a right to file a grievance (Form A) if they feel any part of this contract has not been upheld. Grievances must be filed, with the administration, within fourteen (14) days after the employee knew or should have known if he/she exercised reasonable diligence and attention that the cause of the grievance had occurred in order to become the basis for a claim. Administrative response must occur within five (5) days after grievance is filed. If a solution can not be met, the local ISD/RESA will be brought in for mediation.

ARTICLE II – PROFESSIONAL COMPENSATION

- A. The salaries of teachers covered by this agreement are set forth in Schedule A, which is attached to and incorporated in this agreement. Each pay period each teacher shall receive the following information:

- a. Gross Pay
- b. Breakdown of deductions including:
 - i. Federal Income Tax
 - ii. State Income Tax
 - iii. Social Security
 - iv. Other deductions to be limited to whatever number that can be accommodated by current payroll processing programs.
- B. The salary schedules are based upon a normal weekly teaching load according to the accepted school calendar.
- C. The following legal holidays shall be observed and school closed:
 - New Year's Day
 - Easter
 - Memorial Day
 - Labor Day
 - Thanksgiving Day
 - Christmas Day
- D. Teachers will be paid on a basis of (26) twenty-six payments.

ARTICLE III - PREPARATION TIME

Teachers will be provided one fifteen- (15) minute relief periods each day and a duty-free thirty- (30) minute lunch period except for teacher on rotating supervision schedule. This teacher accepts the responsibility for total supervision and control over those pupils on recess break and lunch break.

ARTICLE IV – INSURANCE PROTECTION

- A. The Board shall provide without cost to the bargaining unit, Flex Blue Plan 2 as health insurance for a full year twelve- (12) month period for the bargaining unit member and his/her entire family and any other eligible dependents as defined by SET/SEG. The Board also agrees to provide SET/SEG Assurant 80/80 dental coverage for the bargaining unit. The Board agrees to pay \$3000.00 to any teacher in lieu of health/dental insurance. The \$3000.00 is the amount agreed upon for the Cafeteria Plan.

- B. The Board shall provide without cost to the bargaining unit member Spectrum Platinum, vision insurance, for all bargaining unit members and their eligible dependents.

ARTICLE V – EXPENSES AND EXTRACURRICULAR ACTIVITIES

- A. The teachers will not be responsible for any extracurricular activities with the exception of Christmas and Awards Night. The teachers' attendance at Parent Teacher Organization Meetings shall be optional.
- B. Dates for the above extracurricular activities shall be established with teacher input and be published two (2) weeks prior to the activity.
- C. Teachers shall receive mileage to any conference or special meetings approved by the Board or its designee that they are requested to attend.
- D. Teachers whom have assumed extracurricular responsibilities shall be reimbursed at the rate of ten dollars (\$10) per hour worked.

ARTICLE VI– LEAVES OF ABSENCE WITH PAY – SECTION I

- A. PERSONAL DAYS /ILLNESS – A maximum of twelve (12) days of personal and/or sick leave per school year is granted to be used in the event of personal illness or in event of the serious illness of the teacher's spouse, children, parents, in-laws, grandchildren, or member of the teacher's immediate household necessitating the teacher's presence. A teacher may accumulate up to ninety (90) sick leave days with seventy-five percent (75%) reimbursement of actual daily pay at retirement, up to \$5000.00.
- C. FUNERAL LEAVE shall be allowed to a maximum (unless further extended by the Board) of five (5) successive days, counting the day of death as the first day, in the event of the death of a teacher's immediate family member or the death of the teacher's spouse's immediate family.

LEAVES WITHOUT PAY – SECTION II

- A. PREGNANCY – The District shall grant a child care or pregnancy leave of up to one (1) school year without pay to teachers requesting such leave in writing. The teacher may use all accumulated sick and personal days with full pay for those days until such days run out or terminate. The teacher will be guaranteed the same or similar position when he/she returns from leave.
- B. SHORT-TERM LEAVE – There may be occasions during a school year when an employee (teacher) of the District may find it convenient or necessary to request a leave of absence without pay. Such leave would be allowed under the following conditions:
1. Any teacher desiring such leave must notify the Superintendent in writing at least two (2) weeks in advance of the planned leave;
 2. A fully qualified substitute teacher must be available and agree to substitute; and
 3. A teacher will not be allowed more than two (2) weeks' leave without pay in any one (1) school year without approval of the Board of Education.
- C. LONG-TERM LEAVE – One (1) teacher shall be granted a maximum of one (1) school year sabbatical leave. The teacher must have at least seven (7) consecutive full-time years of service with the WTSD system. Any teacher going on sabbatical must notify the Board in writing ninety (90) days prior to the opening of school for the school year in which leave is anticipated. Board approval will be contingent upon the availability of a fully qualified substitute and that substitute's commitment to take the position for the entire school year.

ARTICLE VII – STAFF REDUCTION / RECALL / SENIORITY

- A. In the event it becomes necessary to reduce the number of teachers due to program reduction or elimination or to reduce the number of teachers in a given grade or to layoff teacher(s) because of financial hardship via the District, the Board shall follow the procedure outlined below:
1. Teachers not holding a regular Michigan certificate will be laid off first, provided fully qualified teachers on staff are on hand.
 2. If reduction is still necessary, then probationary teachers with the least number of continuous years of teaching in the WTSD system will be laid off first.
 3. If further reduction is still necessary, then tenure teachers with the least number of continuous years of teaching in the WTSD system will be laid off first.
- B. Fully qualified and fully certified teachers are defined:
1. Fully qualified shall be taken to mean training and experience, and
 2. Teachers who have earned a provisional or continuing teaching certificate in a given subject area and/or grade level(s).
- C. Length of service is defined as unbroken service in the WTSD system. Leaves of absence, with or without pay, are not to be considered a break in service. Time spent on laid-off status will not count toward continuous service time.
- D. Any teacher on layoff shall be recalled in inverse order of layoff provided he/she is certifiable for the vacancy prior to the beginning of the next school year. Such teachers recalled by layoff will be notified by certified mail. No new teachers shall be employed by the Board while there are teachers of the bargaining unit who are laid off unless there are no laid-off teachers with proper certification to fill any vacancy which may arise.
- E. Seniority rights shall be lost by the teacher if the teacher does not inform the Superintendent or Board that he/she will return within thirty (30) days if recall is between June 1 and August 1 or ten (10) working days if recall is after August 1.

- F. Any layoff pursuant to this Agreement shall automatically terminate the individual's employment contract. All benefits allowed therein including all benefits under this Master Agreement shall be reinstated in full upon re-employment.
- G. The Board shall give no less than thirty (30) days' written notice prior to the end of the semester to the teacher being laid off, stating reason for discharge.
- H. It is intended that this Article, VIII, takes precedence over and governs the individual teaching contracts; and the individual teaching contract is expressly conditioned by this Article.

ARTICLE VIII – MANAGEMENT RIGHTS

- A. The Wells Township School District, on its own behalf and on behalf of the electors of the District, hereby retains and reserves unto itself all powers, rights, authority, duties, and responsibilities conferred upon and vested in it by the laws and Constitution of the State of Michigan and of the United States including the right to the executive management and administrative control of the school system. The exercise of these powers, rights and authority, duties and responsibilities by the School and the adoption of such rules, regulations and policies as it may deem necessary shall be limited only by the specific and express terms of this Agreement. It is understood between the parties that any policy changes, real or contemplated, which shall bear on this Agreement shall be subject to negotiation.

ARTICLE IX– DURATION

- A. This Agreement shall be effective as of July 1, 2006, and shall continue in effect for two (2) years until June 30, 2008.

- B. This Agreement shall not be extended orally, and it is expressly understood that it shall expire on the date indicated.
- C. Copies of this agreement titled “Contractual Agreement between the Wells Township School District #18 and the Teachers’ Bargaining Unit” shall be printed at the expense of the board within 30 days after the agreement is signed and presented to all teachers now employed, hereafter employed or considered for employment by the Board. All school district personnel policies or any changes in said policies shall be distributed to all teachers within thirty days of the commencement of this contract or upon employment.

Bargaining Unit and Board Signatures

_____	_____
Board President	Teacher
_____	_____
Vice-President	Teacher
_____	_____
Treasurer	Teacher
_____	_____
Secretary	Teacher

Trustee	

Schedule A

WELLS TOWNSHIP SALARY SCHEDULE 2006-2007				
YEARS	BA	BA+18	MA	MA+15
1	25,500	26,500	27,500	28,500
2	26,250	27,250	28,250	29,250
3	27,000	28,000	29,000	30,000
4	27,750	28,750	29,750	30,750
5	28,500	29,500	30,500	31,500
6	29,250	30,250	31,250	32,250
7	30,000	31,000	32,000	33,000
8	30,750	31,750	32,750	33,750
9		32,500	33,500	34,500
10		33,250	34,250	35,250
11		34,000	35,000	36,000
12		34,750	35,750	36,750
13		35,500	36,500	37,500
14		36,250	37,250	38,250
15		37,000	38,000	39,000
16		37,750	38,750	39,750
17		38,500	39,500	40,500
18		39,250	40,250	41,250
19		40,000		
20		40,750		
21		41,500		
22		42,250		
23		43,000		
24		43,750		
25		44,500		
26		45,250		

All salary schedules are based on 181 days (includes 5 professional development days) and 7.5 hour workday

2% on base salary

\$750 step for each year of service

\$1000 step for higher education

Schedule A continued

WELLS TOWNSHIP SALARY SCHEDULE 2007-2008				
YEARS	BA	BA+18	MA	MA+15
1	26,010	27,010	28,010	29,010
2	26,760	27,760	28,760	29,760
3	27,510	28,510	29,510	30,510
4	28,260	29,260	30,260	31,260
5	29,010	30,010	31,010	32,010
6	29,760	30,760	31,760	32,760
7	30,510	31,510	32,510	33,510
8	31,260	32,260	33,260	34,260
9		33,010	34,010	35,010
10		33,760	34,760	35,760
11		34,510	35,510	36,510
12		35,260	36,260	37,260
13		36,010	37,010	38,010
14		36,760	37,760	38,760
15		37,510	38,510	39,510
16		38,260	39,260	40,260
17		39,010	40,010	41,010
18		39,760	40,760	42,760
19		40,510		
20		41,260		
21		42,010		
22		42,760		
23		43,510		
24		44,260		
25		45,010		
26		45,760		

All salary schedules are based on 181 days (includes 5 professional development days) and 7.5 hour workday

2% on base salary
 \$750 step for each year of service
 \$1000 step for higher education

Schedule B

WELLS 2006-2007 SCHOOL CALENDAR WELLS 2007-2008 SCHOOL CALENDAR

AUGUST '06

S	M	T	W	Th	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

31 Teacher's PD No School
Days = 0 Student/1Teacher

SEPTEMBER '06

S	M	T	W	Th	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

1 No School
4 Labor Day No School
5 First Day of School
Days = 19 Student/19 Teacher

OCTOBER '06

S	M	T	W	Th	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

13 Teacher's PD No School
Days = 21 Student/22 Teacher

NOVEMBER '06

S	M	T	W	Th	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

3 End 1st Marking Period
10 Conferences/PD No School
22-24 Thanksgiving Break No School
Days = 18 Student/19 Teacher

DECEMBER '06

S	M	T	W	Th	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

22- 1 Winter Break No School
Days = 15 Student/15 Teacher

JANUARY '07

S	M	T	W	Th	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

1 No School
2 School Resumes
19 End 2nd Marking Period
Days = 22 Student/22 Teacher

FEBRUARY '07

S	M	T	W	Th	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28			

2 Teacher's PD No School
Days = 19 Students/20 Teacher

MARCH '07

S	M	T	W	Th	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

23 End 3rd Marking Period
30 Conferences/PD No School
Days = 21 Students/22 Teacher

APRIL '07

S	M	T	W	Th	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

2-9 Spring Break No School
10 School Resumes
Days = 15 Student/15 Teacher

MAY '07

S	M	T	W	Th	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

25 No School
28 Memorial Day No School
Days = 21 Student/21 Teacher

JUNE '07

S	M	T	W	Th	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

6 Last Day of School
7 Teacher's Workday No School
Days = 4 Student/5Teacher

- 175 Student Days
- 6.33 hours (6 hrs 20 min)
- 175X6.33=1107.75 hrs
- 181 Teacher Days
(5 PD + 1 Workday = 6)
- Start Time 9:15
- End Time 4:05

Revised May 13, 2006

AUGUST '07						
S	M	T	W	Th	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

SEPTEMBER '07						
S	M	T	W	Th	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

3 Labor Day No School
 4 First Day of School
 Days = 19 Student/19 Teacher

12 Teacher's PD No School
 Days = 22 Student/23 Teacher

OCTOBER '07						
S	M	T	W	Th	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

NOVEMBER '07						
S	M	T	W	Th	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	

2 End 1st Marking Period
 9 Conferences/PD No School
 21-23 Thanksgiving Break No School
 Days = 18 Student/19 Teacher

22- 31 Winter Break No School
 Days = 15 Student/15 Teacher

DECEMBER '07						
S	M	T	W	Th	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

JANUARY '08						
S	M	T	W	Th	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

1 No School
 2 School Resumes
 18 End 2nd Marking Period
 Days = 22 Student/22 Teacher

2 Teacher's PD No School
 Days = 20 Students/21 Teacher

FEBRUARY '08						
S	M	T	W	Th	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	

MARCH '08						
S	M	T	W	Th	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

21-28 Spring Break
 Days = 15 Students/15 Teacher

4 End 3rd Marking Period
 11 Conference/PD
 Days = 21 Student/22 Teacher

APRIL '08						
S	M	T	W	Th	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

MAY '08						
S	M	T	W	Th	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

23 No School
 26 Memorial Day No School
 Days = 20 Student/20 Teacher

4 Last Day of School
 5 Teacher's Workday No School
 Days = 3 Student/4 Teacher

JUNE '08						
S	M	T	W	Th	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

- 175 Student Days
- 6.33 hours (6 hrs 20 min)
- 175X6.33=1107.75 hrs
- 181 Teacher Days
(5 PD + 1 Workday = 6)
- Start Time 9:15
- End Time 4:05

FORM A
WELLS TOWNSHIP GRIEVANCE FORM

NAME: _____

ADDRESS: _____

TITLE: _____

DATE(S) OF VIOLATION OR GRIEVANCE: _____

SECTION(S) OF CONTRACT VIOLATED: _____

FACTS: _____

RESOLVED: _____

Signature of Grievant(s)

Signature of Administrator

