CONTRACTUAL AGREEMENT

between the

West Shore Educational Services District Board of Education and the

West Shore ESD Education Association



Effective: September 1, 2018 - August 31, 2023

TABLE OF CONTENTS

ARTICLE 1	
RECOGNITION	1,2
ARTICLE 2	
PROFESSIONAL COMPENSATION	2
A) Salary Schedule	
B) Class Reimbursement	2,3
C) Licensure/Renewal Reimbursement	
D) Professional Organization/Journal Fees	
E) Mileage Reimbursement	
ARTICLE 3	
PROFESSIONAL POLICIES	
A) Work Hours	
B) Teaching Loads	
C) Student Teacher Assignments	
D) Substitutes	
E) Work Assignment	
F) Transfers	
F) Flexible Scheduling	
G) Compensatory Time	
H) Homebound/Hospital Services	
I) Mentor	
ARTICLE 4	
INDIVIDUAL RIGHTS	7
ARTICLE 5	
MANAGEMENT RIGHTS CLAUSE	7,8
ARTICLE 6	
ASSOCIATION RIGHTS	8,9
ARTICLE 7	
GRIEVANCE PROCEDURE	
ARTICLE 8	
LAYOFF & RECALL	11,12,13
ARTICLE 9	
JOB POSTING PROCEDURE	13, 14
ARTICLE 10	
ENALMATION PROCEDURES	141516

ARTICLE 11	
LEAVES	16
A) Sick Leave	
B) Child/Family Care Leave	
C) Personal Leaves	
D) Jury Duty/Subpoenaed Leave	
E) Bereavement & Funeral Leave	
F) Sabbatical Leave	
H) Special Leave	
ARTICLE 12	
SICK LEAVE BANK	21
ARTICLE 13	
CONFERENCES	22
ARTICLE 14	
SCHOOL CLOSINGS	,
ARTICLE 15	
CALENDAR	23
ARTICLE 16	
NEGOTIATIONS	23,24
ARTICLE 17	
SEVERABILITY	24
ARTICLE 18	
ENTIRE AGREEMENT	24
ARTICLE 19	
INSURANCE PROTECTION	. 25,26,27,28,29
ARTICLE 20	
COMPENSATION	
A) Salary	
B) Off-Schedule Payment	
C) LongevityD) Staff Shortage	
ADTICLE 21	
DURATION	
ARTICLE 22	
SPECIAL PROVISIONS	
ARTICLE 23	
VOLUNTARY SEVERANCE PLAN	
ARTICLE 24	
EMERGENCY MANAGERSALARY SCHEDULE A 2018-2023	
3ALAKY 3UMPDULE A ZUT8-ZUZ3	

RECOGNITION

A. The Board hereby recognizes the West Shore Education Association, hereinafter referred to in this Agreement as Association, as the exclusive bargaining representative, as defined in the Public Employment Relations Act, as amended, for all professional employees, whether full-time, part-time, under contract in, but not limited to, the following categories:

Ancillary Staff

- 1. School Psychologists
- 2. School Social Workers
- 3. Occupational Therapists
- 4. Physical Therapists
- 5. Speech and Language Pathologists
- 6. Behavior Consultant

Teachers

- 7. Career and Technical Education Teachers
- 8. Special Education Teachers
- 9. Teacher Consultants for Special Education
- 10. Teachers of the Homebound and Hospitalized
- 11. Other professional personnel whose employment requires teacher certification

In the event a dispute occurs relative to a newly created position, the parties shall refer the matter to the appropriate MERC procedures.

- **B.** The term "Employee" when used in this Agreement shall mean all professional employees covered by this Agreement. The employee classifications under this Agreement shall be as follows:
 - 1. "Tenure" employees, which shall be defined to include certificated employees holding assignments for which certification is required, according to the provisions of the Teachers' Tenure Act, and who have not been denied tenure by the Board of Education. Said employees must have also completed the probationary period required by the Teachers' Tenure Act.

- 2. "Non-tenure" employees, which shall be defined to include those employees who are not eligible for tenure status according to the provisions of the Teachers' Tenure Act but whose employment requires state approval, authorization or licensure appropriate to their assignment, and who have at least four (4) years of experience in the District.
- 3. "Probationary" employees, which shall be defined to include all remaining employees in the bargaining unit exclusive of "tenure" and "non-tenure" employees as defined above.

This Agreement shall neither be construed nor interpreted to confer tenure upon any bargaining unit member in any capacity other than as a teacher for "tenure" employees who have satisfied the probationary period required by the Teachers' Tenure Act.

- **C**. The Board agrees not to negotiate with any organization other than the Association for the duration of this Agreement.
- **D.** Nothing contained herein shall be construed to prevent individuals from presenting a grievance and having the grievance adjusted without intervention of the Association, provided that the Association has been given the opportunity to be present.

ARTICLE 2

PROFESSIONAL COMPENSATION

A. <u>Salary Schedule</u>

The salaries of employees covered by this Agreement are set forth in Schedule A which is attached and incorporated into this Agreement. Such salary schedule shall remain in effect during the term of this Agreement. The salaries of employees will be paid bi-weekly every other Friday, September through August.

B. Class Reimbursement

Since the Board and the Association support the principle of continuing training of professional employees; the Board will pay fifty percent (50%) of tuition cost for on and/or off campus graduate work. In order to qualify for reimbursement, the course work must be closely related to the employees work or leading to an advanced degree in his/her field. Submission of a final grade (as proof of completion) and receipt (as proof of payment) is required to receive reimbursement.

Guidelines for Class Approvals:

- a) If an advanced degree is in the employee's own field, all courses required will be automatically approved. Employees must submit a written copy of their approved program.
- b) If an advanced degree is closely related to the employee's field, or may be useful to the District in the future, all required courses may be approved after discussion with the Employee's immediate Supervisor/Director/Superintendent. This also requires submission of a written program plan.
- c) Courses outside of an advanced degree program or courses required for licensure or certification renewals may be approved at the discretion of the Director/ Supervisor or the Superintendent.
- d) If an advanced degree is unrelated to the employee's present position, required courses will not be approved unless a specific course is determined to be related to the employee's position. Each course for which the employee wishes reimbursement must be discussed with the Employee's Supervisor/Director or Superintendent and they will make a decision on approval or disapproval.

All courses which are in question must be discussed with the Employee's Supervisor/ Director or Superintendent. If the course is not clearly approved by the above guidelines, the employee must present justification for the class. Final approval must be granted by the Director or Superintendent on all courses which are not clearly defined by these guidelines.

In the event the Administration requests an employee to take a specific graduate course, the Board will pay one hundred percent (100%) of tuition cost for on and/or off campus graduate work.

C. <u>Licensure/Renewals Reimbursement</u>

The Board shall reimburse employees covered by this agreement for one-hundred (100%) percent of the fee charged by the Michigan Department of Education (or similar authority) for issuance of a certificate, renewal, approval or license directly related to the bargaining unit member's present assignment.

D. <u>Professional Organization/Journal Fees</u>

The Board shall pay 100% per bargaining unit member per year for the costs of joining professional organizations and subscribing to professional journals with the advanced approval of the Employee's Director or Superintendent.

E. <u>Mileage Reimbursement</u>

Mileage reimbursement shall be at the IRS rate. A list of mileage reimbursement due dates and respective payment dates shall be made available annually by September 1st.

ARTICLE 3

PROFESSIONAL POLICIES

A. Work Hours

The normal workday for full-time ancillary staff shall be seven and one-half (7 ½) hours per day to include a duty free lunch period. The normal workday for classroom teachers shall be defined by the required student program hours of instruction as determined by Administration. Special Education teacher program planning and preparation time for the classroom may be scheduled consecutively with one-half (1/2) hour student free lunch when conditions allow. The planning and preparation time shall be incorporated into the daily lesson plan or on the teacher's calendar. The teacher must remain accessible within the building during planning and prep time. Additional program planning time for classroom teachers shall be determined by Administration and scheduled in addition to the defined normal workday.

The employee's normal work day's starting and end time may vary from assignment to assignment. In addition to the normal work week and normal work day, employees covered by this Agreement accept the professional obligation to attend meetings with parents and professionals at hours outside the normal work hours. Monthly staff meetings will be incorporated into the school calendar at the beginning of the school year and will not exceed two hours in duration.

Two half-day professional meetings will be provided for Special Education Teachers per school year. These days will be dependent on the local school calendars and substitute teacher coverage availability. These professional meetings will provide opportunity for professional staff members to develop increased competence, beyond that which they may attain through the performance of their assigned duties. The structure of these professional meetings will be focused on promoting teamwork through the organization and enacting research based approaches to overcome barriers to student success. Agendas will be jointly developed by teachers and administration.

Deviations of Special Education teacher's workday and/or work hours as outlined in Article 3 (A) are subject to the guidelines as set forth by the State of Michigan for each area under the present Revised Administrative Rules for Special Education or the West Shore Educational Service District Plan.

B. <u>Teaching Loads</u>

Certified Special Education personnel shall follow the guidelines as set forth by the State of Michigan for each area under the present Revised Administrative Rules for Special Education or the District Plan.

C. <u>Student Teacher Assignment</u>

Student teacher assignments shall be made by Administration after consulting with the classroom teacher. The placement of a student teacher will be based upon the District's determination of the benefits to be derived from the experience, for the student teacher, as well as the impact of the student teacher's presence on the students and assigned classroom teacher.

D. Substitutes

Employees who are to be absent from work are to report their absence to the District prior to 8:00 a.m. or one hour prior to the start of the school day, whichever is earlier, in order for the District to obtain an appropriate substitute for the employee.

E. Work Assignment

Ancillary staff will be given written notice of their anticipated assignment for the forthcoming school year no later than July 1st. Such notice shall include work location, schedule, and a list of probable clients where applicable. If any changes are effectuated after July 1st, affected ancillary staff will be notified accordingly.

The Employee's Supervisor shall notify affected ancillary staff and the Association of requested deviations made pursuant to Federal and State laws regarding Special Education.

F. Transfers

All transfers of ancillary staff require administrative approval. In the event of an involuntary transfer, administration will discuss the reasons for the involuntary transfer with the affected ancillary staff. If the involuntary transfer affects additional ancillary staff, consideration will be given to relative home location and seniority of the transferred staff and request will be made for volunteers within the same classification. Involuntary transfers shall require Superintendent approval.

G. Flexible Scheduling

If in the opinion of the employee and the employee's supervisor, it would be beneficial to Educational Service District programs and services to deviate from the agreed upon Calendar, a flexible scheduling plan may be mutually discussed by both parties. With mutual consent, said plan will be instituted. Such arrangements shall be done prior to implementation.

H. <u>Compensatory Time</u>

Compensatory time, when deemed warranted, may be granted at the discretion of the Department Director/Supervisor or the Superintendent. Compensatory time requires prior administrative approval. Compensatory time shall be used within the school year it is granted and shall not accrue.

I. <u>Homebound/Hospitalized Services</u>

Certified and qualified employees covered by this agreement may be utilized to provide necessary homebound/hospitalized services, as determined by Administration, when such assignment does not conflict with their normal assignment.

Employees will be paid based on their appropriate per diem and approved mileage will be reimbursed at the prevailing IRS rate.

J. Mentor

a) In accordance with Section 1526 of the Revised School Code, which requires all new classroom teachers in the first three (3) years of classroom teaching experience to be mentored by a master teacher, mentors shall be assigned

- accordingly to new classroom teachers by their Supervisor and/or Director.

 Assigned mentors shall be available to provide professional support, instruction and guidance.
- b) In the event that a new hire requires full-year supervision, from a certified employee in the same classification, for the purpose of attaining certification, the new hire shall be assigned a mentor by their Supervisor and/or Director.
- c) Assigned mentors shall receive a stipend of \$500.00 per year for the assignment. Payment of the stipend will be made in the pay following the last scheduled instructional day of the school year.

INDIVIDUAL RIGHTS

- **A.** No non-probationary ancillary staff shall be disciplined, non-renewed, or discharged without just cause.
- **B.** It is expressly understood that the non-renewal of a probationary employee is not subject to the arbitration provision of this Agreement.
- C. In the event that the West Shore ESD shall be annexed, consolidated, or otherwise reorganized with one or more other Intermediate Districts, the Board shall take such reasonable steps to assure the continued employment of its employees where possible.

ARTICLE 5

MANAGEMENT RIGHTS CLAUSE

The Board, on its own behalf and on the behalf of the electors of the District, hereby retains and reserves unto itself, without limitation, 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 right:

To the executive management and administrative control of West Shore
 Educational Services District and its properties and facilities, and the professional
 and occupational activities of its employees;

- 2. To hire all employees and subject to the provisions of law, to determine their qualifications and the condition for their continued employment, or their dismissal or demotion; and to promote, and transfer all such employees; unless otherwise specifically provided for in the Agreement.
- 3. To establish courses of instruction, including special programs, as deemed necessary by the Board.
- 4. To decide upon the selection of teaching materials, and the use of teaching aides of every kind and nature. The Board will consult with teachers in the affected area with respect to these matters.
- 5. To determine class schedules, duties, and responsibilities of employees, as subject to the Contract.

The exercise of the foregoing power, rights, authority, duties and responsibilities by the Board, the adoption of policies, rules, judgment and discretion in connection there-with 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 6

ASSOCIATION RIGHTS

- **A.** The Association and its representatives shall have the right to use school buildings at all reasonable hours for meetings, provided that when special custodial services are required, the Board may make a reasonable charge therefore. No charge shall be made for the use of school rooms before the commencement of the school day or until 6:00 p.m.
- **B.** If requested by an administrator, representatives of the Association and their respective affiliates shall be permitted to transact official Association business on school property at all reasonable times provided that this shall not interfere with or interrupt normal school operations.
- **C.** The Association has the right to use school facilities, computers and office equipment, and audiovisual equipment at reasonable times when such equipment is not otherwise in use.
- **D.** The Association shall have the right to post notices of activities and matters of Association concern on teacher bulletin boards, at least one of which shall be provided in the staff

- lounge. The Association may use the district's electronic mail (e-mail) system (in accordance with the District's Internet Policy Agreement), and employee mail boxes for communication to employees.
- **E.** The Board agrees to make available to the Association in response to reasonable requests all available information as required under the Freedom of Information Act together with information which may be necessary for the Association to process any grievance or complaint or bargain a Successor Agreement.
- **F.** The Rights granted herein to the Association shall not be granted or extended to any competing labor organization.
- G. The Board shall place on the agenda of each regular Board meeting any matters brought to its attention by the Association as long as those matters are made known to the Superintendent's office two (2) weeks prior to said regular meeting.

GRIEVANCE PROCEDURE

A grievance shall be an alleged violation, misapplication, or misinterpretation of the expressed terms of this Agreement and shall be resolved through the procedures set forth herein. The term "days" as used herein shall mean days on which students are in attendance in the center-based programs. Any matter for which there is an appeal provided through an administrative procedure (i.e. Tenure, MERC, EEOC, etc.) shall not be subject to the grievance procedure.

Written grievance as required herein shall contain the following:

- 1. It shall be signed by the grievant or grievants;
- 2. It shall be specific;
- 3. It shall contain synopsis of the facts giving rise to the alleged violation;
- 4. It shall cite the section or subsection of the Agreement alleged to have been violated;
- 5. It shall contain the date of the alleged violation;
- 6. It shall specify the relief requested;
- 7. When it becomes necessary to write a grievance, it must be presented in writing.

The grievant shall have the right to have a representative of their choice (Association Representative or other employee covered by this agreement) to be present at any level of the grievance procedure. The Association also reserves the right to have a representative present at all proceedings beyond Level One.

LEVEL ONE:

A grievant believing themselves wronged by alleged violation of the expressed provisions of this Agreement shall within ten (10) days of its alleged occurrence orally discuss the grievance with the Superintendent (or his/her designee) in an attempt to resolve same. The ten (10) days may be extended by mutual agreement of the Superintendent (or his/her designee) and the Association Grievance Committee. If no resolution is obtained within three (3) days of the discussion, the grievant shall reduce the grievance to writing and proceed within eight (8) days of said discussion to Level Two.

LEVEL TWO:

A copy of the written grievance as specified in Level One shall be filed with the Superintendent or his/her designee and with the Association Grievance Committee. Within ten (10) days of the receipt of the grievance, the Superintendent or their designee shall render their decision in writing, transmitting a copy of same in a permanent file in their office and transmitting a copy to the Association Grievance Committee.

LEVEL THREE:

If the Association Representative is not satisfied with the disposition of the grievance or if no disposition has been made within the period provided above, the grievance may be submitted to arbitration before an impartial arbitrator by serving express written intent to arbitrate to the Board within fifteen (15) working days of the date of disposition at Level Two or date the disposition at Level Two is due.

No individual can submit a grievance to arbitration. No grievance may be submitted to arbitration without the approval of the Association.

If the parties cannot agree as to the arbitrator within the ten (10) days from the notification date that arbitration will be pursued, the arbitrator shall be selected by the American Arbitration Association in accordance with its rules which shall likewise govern the arbitration proceeding. The Board and the Association shall not be permitted to assert in such arbitration proceeding, any facts not previously disclosed 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 shared equally by the parties.

The time limits provided in the Article shall be strictly observed but may be extended by written agreement of the parties. In the event a grievance is filed after May 15th of any year and strict adherence to the time limits may result in hardship of any party, the Board shall use its best efforts to process such grievance prior to the end of the school term or as soon thereafter as possible.

Notwithstanding the expiration of this Agreement, any grievance arising and filed prior to the expiration of this Agreement shall be processed through the grievance procedure until resolved.

ARTICLE 8

LAYOFF AND RECALL

- A. It is hereby specifically recognized that it is within the sole discretion of the Board to effectuate necessary reductions in ancillary staff. In the event of economic cuts, declining student enrollment, declining funding, impacting Federal or State Law rule changes or interpretations, or other conditions necessitating a reduction in ancillary staff, the Board of Education may implement ancillary staff reductions upon sixty (60) calendar day written notice to the affected ancillary staff.
- B. Seniority shall be defined as the length of continuous full-time equated service to the West Shore ESD Board since the employee's most recent date of hire. Credit given for outside experience in other districts shall not be considered for the purpose of accumulating seniority, but shall serve to reduce the probationary period in accordance with the provisions of the Tenure Act. Approved Leaves of Absence shall not be construed as interrupting the employee's continuous years of service nor shall seniority accrue on such leaves. The Employer shall prepare a seniority list as applied to the Association by classification and submit a copy of the same to the Association no later than October 15th of each school year. The Association shall present any objections to the accuracy of the seniority list, in writing, to the Employer by November 15th. Employee's promoted to positions outside the bargaining unit shall have their accumulated seniority frozen. Upon return to the bargaining unit, such employees shall be credited with years of administrative service in addition to teaching and/or ancillary services. Only the years of

service accumulated in the bargaining unit may be used by an administrator in bumping into the bargaining unit.

Employees in positions not subject to the provisions of the Tenure Act shall serve a probationary period paralleling that under the Act.

- C. Seniored ancillary staff whose positions have been eliminated shall have the right to be transferred by the Board to the position held by the least seniored ancillary working within their classification contingent upon certification/licensure. Should there be no less seniored ancillary within the affected ancillary's classification, the ancillary, if certified/licensed, shall have the right to be transferred by the Board to a position in another classification held by the ancillary with the least seniority.
- D. Changes in certification (or endorsements, licensure, approval or authorization) while on layoff shall not affect the employee's status while on layoff. For the purpose of recertification (or change in endorsements, licensure, approval or authorization), layoff status begins with receipt of the layoff notice. Laid off employees who complete their contractual year shall not lose their fringe benefits or salary over the summer months. A bargaining unit member shall provide written notice to the Board and the Association of any change to his/her certificates, endorsements, licenses, authorizations or approvals after the original filing of same with the Board. This shall include notice of any additional endorsements, certificates, renewals, authorizations, approvals, as well as expirations, revocations and any limitations thereon. The employee shall further notify the Board and the Association, in writing, in the event that they petition the State Board of Education or Michigan Department of Education for nullification or limitation of his/her certificate, one or more endorsements thereon, or a grade level certification appearing on the certificate.
- E. Ancillary staff shall be recalled to vacancies to which they are classified and certified in inverse order of layoff. No new ancillary staff shall be hired by the Board while there remains ancillary staff in positions reduced in hours by layoff or ancillary staff laid off who are eligible for recall. It is expressly understood that no vacancies as determined by the Board shall be posted while there are ancillary staff in positions which have been reduced or eliminated through staffing reductions.
- **F.** The Board shall give written notice of recall by sending certified letters to said ancillary staff at their last known address. It shall be the responsibility of each employee to notify

the Board of any changes in address.

Following the receipt of written notice, the ancillary shall have ten (10) calendar days to accept or reject recall. Except as set forth below, refusal to accept a recall shall be considered a voluntary resignation.

Ancillary staff shall only be eligible for recall for a period of three (3) years from the effective date of his/her layoff. Ancillary staff may refuse recall to a position which is not equal in hours to the position held prior to layoff. A refusal shall not however serve to extend the three (3) year limit set forth herein.

The use of a laid off ancillary as a substitute or on a per diem basis for less than 30 consecutive school days shall not constitute a recall for purposes of this Agreement.

- G. 1) For purposes of this Agreement, the term "certificated" shall be defined to include: teaching certificates, written approvals and licenses issued by the State of Michigan which are necessary to perform a specific assignment. The term "certificated" shall also include position specifications issued by Federal or State Governments in connection with receipt of full categorical, membership or grant funding for a particular program operated by the Board.
 - 2) The term "classification," for purposes of this Agreement, shall be defined by reference to the seniority list developed by the parties.

ARTICLE 9

JOB POSTING PROCEDURE

- 1. When a full-year vacancy in an ancillary staff position occurs, it shall be posted on the Association bulletin board for ten (10) workdays. The posting shall reference a job description specifying position qualifications and responsibilities. The posting shall be distributed to ancillary staff covered by this Agreement via the District's electronic mail (e-mail) system.
- **2.** Application shall be made to the designated administrator during the posting period in writing.
- **3.** Current ancillary staff who make application and who are certified and qualified shall be considered for the posted position.

4. When a vacancy in an ancillary staff position occurs outside the regular school year calendar, a posting notice shall be distributed to ancillary staff covered by this Agreement via the District's electronic mail (e-mail) system. An ancillary staff member's claim that a posting notice was not received shall not be the basis for a grievance.

ARTICLE 10

EVALUATION PROCEDURES

- **A.** The Board will insure that each probationary ancillary staff who is within his/her first four (4) years with the district is evaluated at least once each year and that each non-probationary ancillary staff member is evaluated at least once each three (3) years in accordance with the following.
 - **1.** Ancillary staff will be informed of evaluative procedures and instrumentation and advised as to who shall observe and evaluate their performance.
 - 2. Monitoring or observing the work performance of an ancillary will be done openly. Covert surveillance, including the use of electronic devices, will not be used without the full knowledge and permission of the ancillary.
 - 3. The formal evaluation will be preceded by at least two (2) working observations, each of which shall be at least thirty (30) consecutive minutes in duration, and held within a reasonable amount of time apart from the receipt of feedback/noticings/wonderings to allow adequate opportunity for growth. If either the employee or the evaluator requests a post-evaluation conference, evaluations will be discussed with ancillary staff not later than ten (10) working days after the date of the last observation supporting evaluation.
 - 4. If an ancillary staff member (other than a probationary ancillary) is identified by the evaluating administrator as being ineffective or minimally effective, a meeting shall be convened to discuss in detail performance problems being experienced by the ancillary. The supervising administrator shall develop or amend a written Individualized Development Plan (IDP) to bring about desired changes in the ancillary's identified performance problem areas. The evaluating administrator

- and the ancillary shall be jointly responsible for implementing the IDP. The evaluating administrator shall make whatever observations are necessary to determine if the objectives of the IDP are being attained by the ancillary. The IDP shall specify a time interval for desired performance remediation, which normally will not exceed two (2) semesters.
- 5. The District shall provide each probationary ancillary with an Individualized Development Plan (IDP). The probationary ancillary shall be consulted in the formulation of the IDP and shall sign a statement on the IDP attesting to that involvement and acknowledging receipt of the IDP.
- 6. Not later than fifteen (15) days prior to the close of the school year, the Superintendent and probationary ancillary shall receive the final evaluation report, including the recommendation as to whether the ancillary continues probationary status, or be denied a contract for the ensuing year. Ancillary staff hired at mid-year shall receive a final evaluation report not later than fifteen (15) days prior to their anniversary date.
- 7. Each ancillary will be provided with a signed copy of the formal evaluation. The ancillary shall sign for receipt of the evaluation at the time it is provided to him/her. This signature does not mean that the ancillary is in agreement with the formal evaluation.
- **8.** Ancillary staff will be informed of any evaluative data which is to be included as part of their evaluation and given an opportunity to discuss it with the evaluator.
- 9. If an ancillary does not agree with an evaluation report or other written report prepared for their personnel file, they shall have an opportunity to discuss the report with their immediate supervisor, the Director and the Superintendent.
- **B.** Evaluations shall be maintained by the District's Human Resources Department along with any written responses the employee may wish to make to such evaluations.
- C. Each employee shall have the right upon request to review the contents of their personnel file with or without a representative of the Association. The review will be made in the presence of the person responsible for the safekeeping of such files.
 The Board and the Association recognize that employee personnel records maintained by
 - The Board and the Association recognize that employee personnel records maintained by the District are subject to disclosure under the Freedom of Information Act, as interpreted

and applied by Michigan appellate courts. If the District is served with a Freedom of Information Act request (or a subpoena or other request for civil discovery) it will notify the bargaining unit member of the request, in advance of complying with the disclosure request. Notice is sufficient if sent by the District to the bargaining unit member's email address.

ARTICLE 11

LEAVES

A. <u>SICK LEAVE</u>

- 1. Sick leave will be granted for personal illness or disability (including disabilities related to pregnancy, miscarriage, abortion, or childbirth in compliance with state or federal codes) or for illness or disability in the immediate family. Sick leave will also be granted for medical, dental, vision and/or other medical-related appointments involving the employee or an immediate family member.

 Accumulated sick leave must be used, if available, for the reasons stated herein.

 The immediate family consists of husband or wife, son or daughter, mother, father, father-in-law, mother-in-law, brother, sister, grandparent, step-parent, step-children, or member of employee's household. The total maximum number of days granted for immediate family illness shall not exceed ten (10) days per year. The Superintendent may grant an additional ten (10) days at their discretion for this purpose. Any additional leave for illness of immediate family must be with permission of the Board and Superintendent.
- 2. All employees covered by this Agreement shall receive twelve (12) sick leave days, or a pro rata share thereof, if applicable, at the beginning of the school. Employees hired after the beginning of the school year shall receive a pro rata share of sick leave days, based upon the date of hire, for the months remaining in the school year. The maximum sick leave accumulation shall not exceed one hundred fifty (150) days.

A month shall be defined as any month in which an employee is working under an individual contract and is paid for eleven (11) days or more.

In the event that during the school year (September-May) an employee is working under an individual contract and is not paid for eleven (11) days or more during a month one (1) day per month shall be deducted from the employee's sick leave balance in the subsequent school year. In the event that the employee severs employment, the Employer reserves the right to deduct any amounts owed for unearned sick leave from the employee's final payroll check(s), and to deduct such amounts from payments under Article 12 (A) 7.

Sick leave shall be deducted in one-half (1/2) day or full day increments.

- 3. The employee must assume the responsibility of notifying the schools involved and/or the ESD Office when s/he expects to be absent. This information must be given to the ESD Office prior to 8:00 a.m. or one hour prior to the start of the school day.
- 4. The Board reserves the right to receive medical verification from employees and to have employees examined (at Board expense) by Board-designated physicians, psychiatrists or psychologists in order to:
 - (1) determine an employee's ability to perform the essential functions of his/her assignment without posing a direct threat to the safety of the employee or others in the workplace; or
 - (2) verify an employee's ability to return to work to perform essential job functions after a leave of absence; or
 - (3) verify an employee's eligibility for any leave of absence taken for purposes of illness or disability under the Agreement.
- **5.** Effective September 1, 2015, bonus days are eliminated. The Employer will honor accrued bonus days. Use of these bonus days shall not be restricted; however, prior administrative approval will be required.
- **6.** A prior-approved request under this Article will not be deducted from the employee's sick leave allowance in the event of a school closure on the requested leave day.

- 7. Upon severance of employment (except for discharge) with the Board, provided the employee has been employed a minimum of ten (10) years, an employee shall be paid \$100.00 per day for unused earned sick leave days up to a maximum of 85 days. In the case of death of an eligible employee, payment shall be made to his/her beneficiary, provided the Employee has a written beneficiary designation on file with the Employer.
- 8. The Employer reserves the right to request a physician's statement for the use of personal sick leave or family illness leave in the event the employee requests such leave for more than three (3) consecutive work days.

B. <u>CHILD/FAMILY CARE LEAVE</u>

Child/family care leave, for the purposes of this Agreement, shall be defined as: child birth, or to provide care for the employee's newborn child, newly adopted child, newly placed foster child, or a child, parent or spouse with a serious health condition.

- 1. Employees shall notify the District, in writing, not later than thirty (30) calendar days prior to the anticipated date of desired child/family care leave. In the case of emergency or unanticipated leave, the employee shall notify the Employer as soon as possible.
- 2. Employees requesting child/family care leave shall utilize their available accumulated sick leave in accordance with Article 12 (A). If the employee has exhausted all available accumulated sick leave, the employee shall be placed on an unpaid leave of absence.
- 3. Employees covered by this Agreement who meet the eligibility requirements of the Family and Medical Leave Act (FMLA) shall be allowed an unpaid leave of absence for child/family care up to twelve (12) weeks.
- 4. During the requested child/family care leave period, the Board shall continue to pay the Board contributions for medical benefit plan costs and insurance premiums (for insurance coverage for the employee and his/her eligible dependents as specified in Article 21, Insurance Protection) to the first of the month following the end of the twelve (12) week FMLA period.

- 5. Employees who are not eligible for FMLA leave or who desire time beyond the twelve (12) weeks allowed, may request an unpaid leave of absence for child/family care for a period not to exceed one (1) year. Seniority accumulated will not be lost nor will pay be reduced from the previous level.
- 6. At the expiration of an approved leave of absence, the ancillary shall be returned to the position held at the time the leave was granted or to a position within the bargaining unit for which the employee is certified (or approved, or authorized as applicable) and qualified. This shall be considered as restoration to an equivalent assignment for purposes of FMLA.
- 7. The Board reserves the right to request any documentation deemed necessary and appropriate to support the employee's child/family care leave request.

C. PERSONAL LEAVES

Four (4) days (two days for employees hired for the second semester) per year may be used as personal leave upon prior approval of the employee's supervisor. Twenty-four hour advance notice is required when possible.

The impact of the absence on the efficient operation of the department or program affected will be considered. Reasons for not approving a request shall be made to the employee by the Administration. The granting or denial by the Administration of a request shall not be past practice precedent setting for subsequent requests nor shall such action of granting or denying a request for Personal leave be grounds for a grievance. Personal days not used by August 31 of each contract year will be added to the Individual's sick leave accumulation.

A request under this Article will not be deducted from the employee's personal leave allowance in the event of a school closure on the requested leave day.

D. <u>JURY DUTY/SUBPOENAED LEAVE</u>

An employee who is summoned for jury duty or subpoenaed as a witness, upon submission of notification documentation, shall be released from work to appear as ordered. The employee shall be compensated for the difference between their regular pay and the pay received for the performance of the obligation. Mileage reimbursement paid by the court shall be retained by the employee.

E. BEREAVEMENT AND FUNERAL LEAVE

- 1. An employee shall be allowed five (5) working days as funeral leave days not to be deducted from sick leave for a death in the immediate family. Immediate family is to be defined as follows: Mother, Father, Step-Mother, Step-Father, Brother, Sister, Wife or Husband, Son, Daughter, Step-children, Mother-in-law, Father-in-Law, Brother-in-Law, Sister-in-law, Son-in-Law, Daughter-in-Law, Grandparents and Grandchildren, or a member of the employee's household.
- 2. An employee shall be allowed one (1) work day not to be deducted from sick leave for the death of a relative of other than above or friend for the exclusive purpose of attending the funeral.
- **3.** Additional time may be granted at the discretion of the Superintendent.

F. SABBATICAL LEAVE

Tenure employees and non-tenure employees after seven consecutive years of employment with the West Shore Educational Service District shall be eligible for leave of absence in accordance with the conditions established in Section 632 of the Revised School Code, MCL 380.632.

Requests for sabbaticals shall be made in writing prior to March 1st preceding the school year when the sabbatical is requested.

- **1.** Sabbatical leave may be given to the above employees by the Board for:
 - a) Continued study in the employee's major or minor or present employee's responsibilities;
 - b) Travel relevant to the employee's major or minor or to the employee's responsibilities.
- 2. An employee shall be allowed credit toward retirement for time spent on sabbatical leave under regulations established by the Michigan Public School Employees' Retirement Board.
- **3.** Upon return from sabbatical leave, an ancillary staff member shall be restored to the position held prior to sabbatical leave or to a position of like nature, seniority, and pay.
- 4. All such leaves of absence are without pay and without sick leave accumulation and without Board paid insurance payments. However, sick leave and seniority previously accumulated will not be lost. Persons on sabbatical leave may continue

- their insurance protection during their sabbatical by forwarding the required monthly payment to the Board prior to the date due.
- **5.** Employees on leave who wish to return to employment must notify the Superintendent in writing by March 1st of the preceding school year.

G. PART-TIME ASSIGNMENTS

Employees who wish to request a part-time assignment will notify the Superintendent in writing no later than sixty (60) days prior to the anticipated date of desired leave. After consideration of the circumstances, the Superintendent may grant such a request at their discretion. The denial of leaves under this section shall not be subject to the grievance procedure. The Association shall be provided a copy of the Agreement in such instances.

H. SPECIAL LEAVE

Notwithstanding any other provision of this agreement, the Employer reserves the right to exercise those options available to it under the Family Medical and Leave Act and the rules and regulations adopted for its implementation by the federal government. The position of an employee on an approved leave of absence under Article 12 or 13 will not constitute a vacancy for purposes of this Agreement.

ARTICLE 12

SICK LEAVE BANK

A. Effective July 1, 2014, the sick bank was eliminated. Employees covered by this agreement owing the bank shall repay the Sick Leave Bank at a rate of one (1) extra day per year in addition to the required annual contribution. At the end of that school year, they will also contribute one-half of their unused sick days remaining from that year only. In the event the employee severs employment, the Board reserves the right to deduct any amounts owed from the employee's final payroll check(s), and withhold payment. Records relative to the Sick Leave Bank will be maintained at the Educational Service District Business Office and will be made available for examination by the Association.

CONFERENCES

A. Requests to attend conferences and workshops shall be in accordance with policies and procedures as set forth by the Superintendent and/or the Board of Education, as referenced in the Staff Handbook.

Requests to attend conferences and/or workshops, as well as related conference/workshop expenses, are subject to prior approval of the Department Supervisor, Director, the Superintendent and/or the Board of Education.

If the District rescinds approval for an existing previously approved conference, the employee cannot be found responsible for reimbursement of conference costs.

Approved conference/workshop expenses incurred shall be processed and reimbursed in accordance with policies and procedures as set forth by the Superintendent and/or the Board of Education, as referenced in the Staff Handbook.

Mileage reimbursement shall be at the IRS rate.

B. Time is to be allowed for Association officers, or their representatives, to attend EA conferences and workshops up to six (6) total days for Association business each school year upon prior notification to the Superintendent.

ARTICLE 14

SCHOOL CLOSINGS

A. On days when pupil instruction is not provided because of conditions not within the control of school authorities such as severe weather, fires, epidemics, or health conditions as defined by health authorities, employees will follow the established procedure with regard to whether they are to report to work. Employees will be released with pay; however, specific rescheduled pupil instruction days and hours, if warranted, will be established by the District in consultation with affected Local School Districts and shall be made up at no added salary cost to the District.

- **B.** In the event the legislature or Department of Education requires school closure days and hours be made up, all closure days and hours will be made up at no added salary cost to the District.
- C. In the event any provision of this Agreement restricts or otherwise limits the Board of Education in attaining the required number of days and hours of instruction for the District and the constituent local districts that it serves to receive full funding or otherwise meet the requirements of the State of Michigan, the Superintendent and Association President will make the necessary adjustments in this Agreement to assure compliance.

CALENDAR

- **A.** The employment calendar for the school year shall be determined annually and distributed to employees at the beginning of the school year.
- B. The staff work days shall be the number of scheduled West Shore ESD MCI Developmental Center student days of instruction, as determined by Administration at the beginning of the school year, plus one (1) additional day prior to the first day of said student days of instruction, plus five (5) additional days for required Professional Development. The scheduling of the five (5) additional required Professional Development days shall be determined by Administration.

ARTICLE 16

NEGOTIATIONS

In negotiations no control shall be exercised by either party over the selection of the negotiating or bargaining representative of the other party.

It is recognized that no final agreement between the parties may be executed without ratification of the majority of the Board and the majority of the voting membership of the Association. The parties mutually agree that the representatives selected by each shall be clothed with power and authority to make and consider proposals in the course of negotiations, considered in the entire package, submitted for approval and further subject to said ratification by the voting

membership of the Association and the Board of Education.

The Association shall request an opening of the contract no later than May 1st of the year when this contract expires. In the event ambiguous language, intent, and/or circumstances not addressed in this contract arise, the Administration and Education Association leadership (President, Vice-President, and Chief negotiator) may mutually agree to discuss the issue(s). Should an acceptable resolution be agreed upon, a letter of understanding shall be written and signed by the involved parties. Said letter shall then be presented to the Board and the Education Association membership within ten (10) schools days of signing for ratification.

ARTICLE 17

SEVERABILITY

If any provisions of the Agreement or any application of the Agreement to an employee shall be found contrary to law, then such provision or application shall be deemed null and void, but all other provisions or application shall continue in full force and effect; furthermore, the provisions of such law shall supersede, to the extent of the conflict, the provisions of this Agreement and govern the relations of the practice hereunder.

ARTICLE 18

ENTIRE AGREEMENT

This Agreement represents the entire agreement between the parties and supersedes prior practices or understandings. It can only be amended by written consent by the District and the Association.

INSURANCE PROTECTION

- **A.** The Board's obligation under this Article is to provide medical benefit plan cost contributions in accordance with PA 152 of 2011. It is expressly understood that all coverage's provided herein are specifically subject in all respects to the rules and regulations of the various insurance underwriters and/or insurance administrators.
- **B.** The Board shall make payment of medical benefit plan costs in accordance with PA 152 of 2011 for all eligible, covered employees who complete their contractual obligation to assure insurance coverage for a full twelve (12) month period commencing with and concurrent to the Medical Plan Year, of each school year, through the duration of this agreement.
- **C.** The open enrollment shall be jointly established by the Employer, the Association, and the appropriate underwriting company representative.
- **D.** The Employer will be responsible for providing insurance information including applications, claim materials, and enrollment meetings.
- E. In the event that an employee is disabled through injury or illness covered by Worker's Compensation, sick leave shall not be reduced and all fringe benefits shall continue for the duration of this disability up to twelve (12) months from the date of the initial injury.
- F. In the event of the death of an employee, the employee and family benefits mentioned in this Article shall continue uninterrupted for the duration of the employee's individual contract to the extent the District is in compliance with PA 152 stipulations or subject to and within the PA 152 caps.
- G. The Board agrees to provide premium contributions at the maximum hard-cap in accordance with PA 152 of 2011 through the duration of this agreement. By October 1 of each year, the state treasurer shall adjust the maximum payment permitted under this section for each coverage category for medical benefit plan coverage years beginning the succeeding calendar year, based on the change in the medical care component of the United States consumer price index {CPI} for the most recent 12-month period for which data are available from the United States department of labor, bureau of labor statistics

1) Plan A (for eligible employees electing health coverage)

Health See Benefits-at-a-Glance Summary

Employee and Eligible Dependents

Dental

\$2,000 individual annual maximum towards; Renews each July 1

- -100% Diagnostic & Preventive Services (2 cleanings/year exams, et.al)
- -80% Basic Services (X-rays and repairs) Sealants for children (see plan)
- -80% Major Services (tooth replacement)

\$2,500 Lifetime maximum for children to age 19

-80% (orthodontics)

Vision

VSP-3 Plus Platinum-250CL

Employee and Eligible Dependents

- -Annual exam with no copayment, no deductible, renews each July 1
- -\$250 contact lens allowance
- -\$130 frame allowance
- -Numerous lens features, including progressive lens

Life Insurance

\$35,000 Term Life Insurance, w/ \$35,000 AD&D; Employee only

Dependent Life

\$10,000/\$5,000 (spouse/child)

Negotiated Long-term Disability

66 2/3% - \$3,500 Maximum

90 Calendar Days - Modified Fill

Freeze on Offset

Alcoholism/Drug - same as any other illness

Mental/Nervous - same as any other illness

COLA

3 Year Own Occupation

Family Social Security Offset

No Survivor Income

Educational Supplement

Pre-existing Condition Waiver

Medical Premium Waiver (if enrolled in MESSA medical)

- a) The Employer shall deposit \$1,250 (single coverage) and \$2,500 (two person or family coverage) into the enrolled employee's Health Savings Account (HSA) as soon as possible after January 1st of each calendar year for the duration of this agreement. The employee becomes the owner of the HSA funds when deposited by the Employer, and is responsible for using those funds in accordance with Internal Revenue Service rules and regulations. The Employer will designate the financial institution receiving the HSA deposit. The Employer will be responsible for any administrative fees imposed by the financial institution for issuance of the HSA debit card/checks to enrolled employees.
- b) If the Internal Revenue Service determines that the minimum annual deductible amount must be increased beyond the amounts specified above, in order for the HSA to comply with IRS regulations, the Employer will be responsible for contributing the increased amount, subject to and within the PA 152 caps.
- c) If the HSA is initially implemented at a time other than January 1, the Employer shall create and administer a Health Reimbursement Arrangement (HRA) from which the Employer shall satisfy up to \$1,250 (single coverage) and \$2,500 (two person or family coverage) of the Health Plan deductible for the remainder of the calendar year (i.e. until the HSA contribution is made the following January). In January of the next calendar year, the HSA will be implemented. The same arrangement will be made when an employee is initially hired other than at the commencement of a calendar year. The HRA plan will be administered by a Third Party Administrator selected by the Employer. Reimbursements to employees under the HRA shall be limited to \$1,250 (single coverage) and \$2,500 (two person or family coverage) and must be supported by documentation sufficient to meet IRS standards. Any unused funds in the HRA shall remain with the Employer. The employee is required to pay all medical benefit plan costs and premiums in excess of the WSESD's contributions.

2) <u>Plan B</u> (for eligible employees not electing health coverage) Dental

\$2,000 individual annual maximum towards; Renews each July 1

- -100% Diagnostic & Preventive Services (2 cleanings/year exams, et.al)
- -80% Basic Services (X-rays and repairs) Sealants for children (see plan)
- -80% Major Services (tooth replacement)

\$2,500 Lifetime maximum for children to age 19

-80% (orthodontics)

Vision

VSP-3 Plus Platinum-250CL

Employee and Eligible Dependents

- -Annual exam with no copayment, no deductible, renews each July 1
- -\$250 contact lens allowance
- -\$130 frame allowance
- -Numerous lens features, including progressive lens

Life Insurance

\$35,000 Term Life Insurance, w/ \$35,000 AD&D; Employee only

Dependent Life

\$10,000/\$5,000 (spouse/child)

Negotiated Long-term Disability

66 2/3% - \$3,500 Maximum

90 Calendar Days - Modified Fill

Freeze on Offset

Alcoholism/Drug - same as any other illness

Mental/Nervous - same as any other illness

COLA

3 Year Own Occupation

Family Social Security Offset

No Survivor Income

Educational Supplement

Pre-existing Condition Waiver

Medical Premium Waiver (if enrolled in MESSA medical)

Employees electing Plan B (for eligible employees not electing health coverage) shall receive \$300.00 per month, in accordance with the District's Section 125 Plan, to be paid in cash or contributed through voluntary payroll deduction to an Employer-approved tax deferred/tax sheltered account. As a condition to participating in Plan B, an employee must provide written confirmation that his/her participation in Plan B is voluntary and that he/she is enrolled in other health coverage that is compliant with the Affordable Care Act.

- **H.** The employer shall provide employees with a Benefit Summary outlining all insurance benefits and coverage.
- I. Should two employees within the bargaining unit be married to one another, one will be eligible for PLAN A and the other will be eligible for PLAN B.
- J. Part-time employees (less than full-time as defined in Article 3, Professional Policies, A. Work Hours, of the EA Master Agreement) may elect one of the following options:
 - a) Plan B (as defined in Article 21, Insurance Protection, of the EA Master Agreement) and \$300 per month, in accordance with the District's section 125 Plan, to be paid in cash or contributed to an Employer-approved tax deferred/tax sheltered account, or
 - b) A cash payment of \$500 per month in accordance with the District's Section 125 Plan.
- K. In the event an employee is laid off and their contractual obligation has been met, current coverage will continue and the Employer will continue to make the medical benefit plan cost and premium contributions required of it under this Article for the employee and eligible dependents thru August 31st of the year in which the layoff occurs. In the event an employee is laid off and their contractual obligation has not been met, current coverage will continue and payments for the employee and eligible dependents will be paid to the first date of the month next following thirty (30) days from the date the lay off became effective.
- L. Employees who do not qualify for medical benefit cost and insurance premium contributions paid by the Employer, may apply for payroll deduction to provide them insurance coverage as defined in this Article.
- **M.** Employees not eligible for an HSA may be enrolled in an HRA as described in paragraph G(1)(c) of this Article.
- N. Other than the eligible employee's spouse, no other dependents will be covered beyond the age of 26. The enrollment of dependents under age 26 is subject to the rules and regulations set forth by the insurance administrators and insurance underwriters.

 The enrollment of individuals other than individuals authorized above is permitted subject to the approval of the insurance administrator(s) and underwriter(s), provided the employee pays the monthly premiums for those individuals.

COMPENSATION

A. <u>SALARY</u>

Salaries shall be included in Schedule A at the end of this Contract.

B. OFF-SCHEDULE PAYMENT

Employees currently receiving the off-schedule payment of \$1,200 shall continue to receive it until eligible for longevity. The off-schedule payment shall not continue in successor agreements.

C. LONGEVITY

For employees hired prior to September 1, 2015, longevity payments shall be made to bargaining unit personnel under the terms and conditions specified below. The designated payment per year in addition to the employee's salary shall be made providing the following conditions have been met:

After Completion of:	For the Duration of this Agreement
Fifteen (15) years of service	\$2,200
Twenty (20) years of service	\$2,700
Twenty-five (25) years of service	\$3,200

The employee shall have completed at least six (6) semester hours of graduate university credit appropriate to the employee's assignment or equivalent professional growth experience (including State Continuing Education Clock Hours {SCECHs previously SB-CEUs}) between the tenth (10) and fifteenth (15) years of service; the sixteenth (16) and twenty (20) years of service; and the twenty-first (21) and twenty-fifth (25) years of service. Such credit must have prior approval by the employee's supervisor.

Years of service for purposes of longevity pay shall be defined as the years of continuous service to the West Shore ESD as a regular employee within the bargaining unit from the employee's last date of hire. Service credit will accrue during paid and unpaid leaves but will not accrue during periods of layoff.

Longevity pay will be distributed in the last pay in September or the first pay in October

(whichever pay reflects the lesser MPSERS retirement percentage rate) in one lump sum unless the employee elects in writing one of the following options by September 15 each year:

- 1. Beginning with the first pay in October, have the longevity pay issued in equal amounts over the remaining pay periods in the fiscal year.
- 2. Issue in one lump sum on another designated pay during the fiscal year subsequent to the first pay in October.

For the duration of this agreement, ancillary staff will receive performance effectiveness pay in the amount of \$800 in addition to the salary set forth in Schedule A. Teachers shall only be eligible to receive the performance effectiveness pay if their year-end evaluation rating is Effective or Highly Effective. The effectiveness rating stipulation for teachers will remain in effect so long as legislation requires to maintain compliance. The performance effectiveness payment will be paid in the last pay of June for all employees covered under this agreement. Said pay will be prorated for part-time employees.

D. **STAFF SHORTAGES**

In the event of a staff shortage within a department lasting more than twenty-five (25) working days, existing staff assigned additional responsibilities to cover the staff shortage will be compensated at a daily rate of \$200 divided by the number of department staff assigned additional duties, specific to the staff shortage, beginning on the 26^{th} working day of the shortage. When there is only one (1) staff qualified to cover a staff shortage, s/he will be compensated at a daily rate of \$100.

DURATION OF AGREEMENT

This Agreement between the Board of Education of the West Shore Educational Service District and the West Shore Education Association will be in effect beginning September 1, 2018 and ending August 31, 2023.

IN WITNESS WHEREOF, the parties have caused this instrument to be executed on this 28th day of August, 2018.

FOR THE BOARD:

CATHERINE BECKER

PRESIDENT

VINCE GRIENER

WSEA COMMITTEE CHAIRPERSON

DR. JASON JEFFREY

SUPERINTENDENT

TERRI STEIH

HUMAN RESOURCES DIRECTOR

FOR THE ASSOCIATION:

MICHAEL JERUZAL

WSEA PRÉSIDENT

SARAH COLE

WSEA VICE-PRESIDENT

RACHEL GRIMES

WSEA SECRETARY

MATT SCOTT

WSEA TREASURER

Negotiating team for the District: Terri Steih

Kerri Harrie

Negotiating team for the Association:

Cathy Horowski

Lisa Weber

Rachel Grimes

Michael Jeruzal

SPECIAL PROVISIONS

- Employees covered under this Agreement receiving \$50/credit hour beyond MA payments will continue to receive said payment for credits earned through August 31, 2018. Employees covered under this Agreement with approved Requests for Professional Compensation forms on file as of August 31, 2018 will receive the credit hour beyond MA payment if applicable.
- 2. Experience credit given at the time of hire for service outside of West Shore ESD may be granted, at the discretion of the Superintendent, up to the maximum level of the new hire's experience, in accordance with degree and hours attained. In areas of occupational shortage, the Superintendent may place the new hire up at a level not to exceed 3 years beyond the new hire's actual years of experience outside West Shore ESD. Hiring and retention incentives may be awarded at the Superintendent's discretion to candidates for positions in areas of occupational shortage.
- 3. In the event that in any given year the revenue to the West Shore Educational Service District is reduced by four percent (4%) or more than that received in the prior year, the Board of Education may terminate the balance of this Agreement by serving written notice to the Association. In the event that such notice is served, the parties shall forthwith commence negotiations concerning wages, hours, terms and conditions of employment.
- 4. All BA and MA hours must be approved by the employee's immediate supervisor in order to qualify for lateral advancement on the Salary Schedule.
 Courses not subject to tuition reimbursement under Article 2, (B) will be considered for lateral advancement where they are directly related to instruction of students or are part of an approved program, or appropriate to the employee's current assignment.

VOLUNTARY SEVERANCE PLAN

The district reserves the right to establish a Voluntary Severance Plan without negotiating with the Association with respect to the contents of the plan. Any disputes involving the Plan are subject to review through the procedures established by the District within the Plan and are not subject to the grievance procedure set forth herein.

ARTICLE 24

EMERGENCY MANAGER

The entire Agreement or specific provisions of the Agreement may be rejected, modified, or terminated by an emergency financial manager under conditions provided in the Local Government and School District Fiscal Accountability Act, 2011, P.A.4.

WEST SHORE EDUCATIONAL SERVICE DISTRICT SCHEDULE A 2018-2019 through 2022-2023 SALARY SCHEDULE

STEP	BACHELOR'S	BACHELOR'S & 18 SEM. HRS.	MASTER'S	MASTER'S & 20 SEM HRS.	EDS OR MASTERS & 40 SEM HRS.
1	40,598	42,221	43,440	45,063	46,281
2	43,155	44,881	46,177	47,902	49,196
3	45,713	47,540	48,913	50,742	52,113
4	48,270	50,201	51,650	53,580	55,028
5	50,828	52,861	54,387	56,419	57,944
6	53,386	55,521	57,124	59,258	60,859
7	55,943	58,180	59,860	62,097	63,776
8	58,501	60,840	62,596	64,936	66,691
9	61,058	63,501	65,333	67,775	69,606
10	63,616	66,160	68,070	70,614	72,522
11	66,174	68,820	70,807	73,453	75,438
12			73,543	76,291	78,354
13			76,280	79,131	81,269
*14					84,185
*15					87,101

*Steps 14 and 15 do not apply to employees hired on or after September 1, 2015

.7% non-accumulative stipend for those individuals at the top of their scale for the 2018-2019 year only.

Pay rate adjustment calculations provided by the District's Human Resources Consulting firm will be shared with the WSEA Leadership prior to Board approval.

^{2018-2019 – 1.4%} accumulative pay rate adjustment

^{2019-2020 -} Pay rate adjustment same as Administration, but no less than 1%

^{2020-2021 -} Pay rate adjustment same as Administration, but no less than 1%

^{2021-2022 –} Pay rate adjustment same as Administration

^{2022-2023 -} Pay rate adjustment same as Administration