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# **Woodhaven-Brownstown School District**

*Learning and Leading for Tomorrow*

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## **2018 - 2021 Master Agreement**

Between the  
Woodhaven-Brownstown School District

and the

Woodhaven-Brownstown  
Education Association

**Agreement**

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## Agreement

***This Agreement***, effective the 1st day of September, 2018 by and between the Woodhaven-Brownstown School District, hereinafter called the “Employer” or the “Board” and the Woodhaven-Brownstown Education Association-MEA/NEA, hereinafter called the “Union” or the “Association”.

The parties agree, however, that the provisions of this agreement shall be effective prospectively only, commencing upon ratification of this agreement by both parties.

## Witnesseth

***Whereas***, the Employer and the Union recognize and declare that providing a quality education for the children of the Woodhaven-Brownstown School District is their mutual aim and that the character of such education depends predominantly upon the equality and morale of the teaching service, and

***Whereas***, the Employer has a statutory obligation, pursuant to the Public Employment Relations Act 379 of the Michigan Public Acts of 1965, as amended, to bargain with the Union as the representatives of its teaching personnel with respect to hours, wages, terms and conditions of employment, and

***Whereas***, the parties have reached certain understandings which they desire to confirm in this agreement.

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

Article 1  
**Recognition**

The Woodhaven-Brownstown Board of Education hereby recognizes the Woodhaven-Brownstown Education Association, an affiliate of the MEA/NEA, as the exclusive bargaining representative, as defined in Section II of Act 336, Public Acts of 1947, for all full-time and regularly part-time certified professional personnel whether under contract, on leave, employed or to be employed by the Board of Education, including social workers, guidance counselors, school psychologists, certified library/media specialists, occupational therapists, physical therapists, speech language pathologists, and nurse, but excluding all supervisory or administrative personnel. Also excluded are individuals performing any extracurricular assignments who are not otherwise part of the bargaining unit, per diem substitute teachers, aides, paraprofessionals, any personnel engaged 50% or more of the time in administration, and all other employees of the Board of Education or any other employer.

The term “teacher” or “employee” when used herein shall refer to all certified professional personnel represented by the Union in the bargaining unit as above defined.

The term “Association” when used hereinafter shall refer to the Woodhaven-Brownstown Education Association—MEA/NEA.

Should the district reinstate the cosmetology program within the district and operate the program within its buildings and/or facilities with non-certified bargaining unit members, the parties agree to set the salary paid to the non-certified bargaining unit members employed in the cosmetology teacher positions at step 5 of the BA degree salary schedule of the then implemented collective bargaining agreement. The hours and other terms and conditions of employment, including but not limited to pay for hours worked over the regular school year, shall be determined by the parties through the collective bargaining process.

**Article 2**  
**Association and Teacher Rights**

**Section A - Teacher Rights**

Pursuant to the Michigan Public Employment Relations Act, the Employer hereby agrees that every employee of the Board shall have the right freely to organize, join and support the Union for the purpose of engaging in collective bargaining or negotiation and other concerted activities for mutual aid and protection. As a duly elected body exercising governmental power under the laws of the state of Michigan, the Employer undertakes and agrees that it will not directly or indirectly discourage or deprive or coerce any teacher in the enjoyment of any rights conferred by the Act or other laws of Michigan and the United States; that it will not discriminate against any teacher with respect to hours, wages, or any terms or conditions of employment by reason of membership in the Union, participation in any activities of the Union or collective professional negotiations with the Employer, or the institution of any grievance, complaint or proceeding under this agreement or otherwise with respect to any terms or conditions of employment. Nothing contained herein shall be construed to deny or restrict to any teacher rights the teacher may have under the Michigan General School Laws or other applicable laws and regulations. The rights granted to teachers hereunder shall be deemed to be in addition to those provided elsewhere.

**Section B - Building Use**

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 is required, the Board may make a reasonable charge therefore. No charge shall be made for use of school rooms before the commencement of the school day nor until 6:00 p.m.

**Section C - Property Use**

Duly authorized representatives of the Union or Association and their respective affiliates shall be permitted to transact official business on school property at all reasonable times, provided that this shall not interfere with or interrupt normal school operations.

**Section D—Facilities and Equipment Use**

The Association shall have the right to use school facilities and equipment, including typewriters, computers, fax machines, other duplicating equipment calculating and all types of audio-visual equipment at reasonable times, when such equipment is not otherwise in use. The Association shall pay for the reasonable cost of all materials and supplies incident to such use. The Association agrees to be responsible for the financial loss due to carelessness or negligence in the use of school premises and school equipment. No equipment shall be removed from the school premises without the consent of the Board.

**Section E—Bulletin Boards**

The Association shall have the exclusive right to post notices of activities and materials of concern on teacher bulletin boards, at least one of which shall be provided in each school building. The Association building representative shall have the responsibility for posting materials on the bulletin board. No material concerned with partisan politics or nonpartisan politics shall be posted. The Association may have the use of any available

district mail service, including U.S. postage, if required, and teacher mailboxes for communications to teachers.

**Section F - School Board Minutes**

The Employer agrees to furnish to the Union in response to reasonable requests public information and minutes of the regularly scheduled school meetings, census and membership data, register of all certified teachers, and such other information as will assist the Union in developing a constructive program on behalf of the teachers and the students. Minutes and agenda of all regularly scheduled meetings will be available on the district webpage.

**Section H - Non-Discrimination**

The Woodhaven-Brownstown School District does not discriminate on the basis of race, color, national origin, religion, sex, marital status, genetic information, age, or disability in its programs and activities.

**Section I - Association President's Release Time**

The Association president shall be released 300 minutes per week in addition to the regular preparation period at the expense of the Board. Said release time shall be the last class period of the day unless changed by mutual agreement. In addition, the Association president may be released from teaching duties at any time upon the approval of the superintendent or designee. It is expected that this time will be used to benefit both the Association and the Board of Education by improving personnel relations.

**Section J - Association Release Time**

Twenty-five (25) paid leave days will be credited to the Woodhaven-Brownstown Education Association for the use of its representatives to participate in activities of the teachers' professional Association. Additional days may be granted upon petition and approval of the superintendent or designee.

**Section K - Association Business**

An Association officer shall be released from non-teaching duties to attend to Association business during a preparatory period to conduct teacher professional organization activities in order to maintain a smooth relationship between faculty and duly authorized school board or agents thereof. If such duties involve a necessity to leave the school building, the principal or designee will be notified.

**Section L - Teacher Release Time**

A teacher engaged during the school day in negotiating on behalf of the Association with any representative of the Board or participating in any grievance, including arbitration, shall be released from regular duties without loss of salary. Every effort shall be made to conduct grievance procedures and/or negotiation meetings outside of normal school hours.

**Section M - Association Phone**

The Association president will be provided with a telephone at the Association president's work station or in an office, if available, at the Employer's expense. All long distance calls will be paid for by the Association.

**Article 3**  
**Rights of the Board**

The Board, on its own behalf and on the 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/or the United States, included but not limited to the following:

The management and control of school properties, facilities, grades and courses of instruction, athletic and recreation programs, method of instruction, materials used for instruction and the selection, direction, transfer, promotion or demotion, discipline or dismissal of all personnel. The exercise of these powers, rights, authority, duties, and responsibilities by the Board 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.



**Article 4**  
**Payroll Deductions**

**Section A - Payroll Deductions**

Upon appropriate written authorization from the teachers, the Employer shall deduct from the salary of the teacher and make appropriate remittance for annuities, charitable donations, and any other plans or programs jointly approved by the Association and the Board.

**Section B - Pay Periods**

Salaries shall be paid in twenty-six (26) equal installments, via direct deposit. Teachers shall access their payment vouchers on-line. The first installment is to be paid by the 2nd Friday following the opening of school and for twenty-five (25) more pays respectively.

For school years that have more than 26 pay dates from September - August, salaries will be paid in 27 equal installments instead of 26, so as to maintain biweekly pay periods.

## Article 5

### **Contact and Preparation Time**

#### **Section A - Duty Hours**

The teachers' workday shall not exceed four hundred twenty (420) consecutive minutes except where modified by other sections of this contract. Teachers shall be required to be on duty in their classrooms or in an area of professional preparation as designated by the building principal five (5) minutes before their first regularly scheduled assignment and shall remain for five (5) minutes after their last regularly scheduled assignment for the duration of this contract. The administration will make a reasonable effort to limit teacher-student contact prior to the start of the regular school day. Instructional duties begin at the official school starting times. This provision is intended to provide organizational time for the teacher and may also be used, if necessary, for teacher-student contact prior to the start of the regular school day. Teachers are encouraged to remain after the permitted time of departure to attend to professional obligations related to the educational program. Fridays and days preceding holidays are exempt from the preceding requirements, when teachers may leave following the teachers' last regularly scheduled assignment, unless assigned to duties on a voluntary basis. In the event no volunteers are available, administrators have the right to assign said duties.

Teachers will not be required to be on bus duty before or after school. However, teachers may volunteer to participate in bus duty.

"Regularly scheduled assignment" shall mean teaching time and teacher preparation period.

#### **Section B - Contact and Preparation Time**

The normal weekly teaching contact time for classroom teachers shall not exceed 1,625 minutes including passing time.

Vocational teachers may exceed the maximum including passing time but will be compensated according to Article 20, Section G.

The minimum weekly preparation time in minutes for a classroom teacher shall be 275 minutes.

If possible, teachers will receive a preparation period each day of the week. Teachers may use for preparation all time during which their classes are receiving instruction from various teaching specialists and shall not be required to grade students in any area taught by the specialist. When teaching specialists are not present and a substitute is not hired, the teacher affected will have the options under Section C.

Teachers may volunteer to teach on their preparatory period if there is a need.

The secondary day shall consist of six (6) instructional periods, one of which shall be a teacher preparation period. Teachers in a six (6) period day shall teach no more than five (5) instructional periods per day and have one (1) preparation period per day equal to one teaching period.

Teachers will be paid an additional  $\frac{1}{(\text{total \# of daily class periods})}$  of their normal salary for teaching an additional section on their preparatory period. For example, teachers in buildings with six (6) instructional periods will be paid an additional  $\frac{1}{6}$  of their normal salary for teaching an additional section on their preparatory period.

Teaching periods shall be equal in length to the extent reasonably possible. Where a deviation in class minutes exceeds three minutes between any class periods, an agent of the board, the building administrator, and two representatives of the Association shall meet to explore means of eliminating the deviation.

Parent/Teacher Conferences will be scheduled on at least two days per year to be mutually agreed upon. The 2nd set of parent/teacher conferences at WHS and PHMS will annually rotate which conference takes place on Wednesday.

All references to elementary assignments refer to those assignments in Bates, Erving, Gudith, Wegienka, and Yake buildings. Elementary buildings will have three (3) mutually agreed upon marking periods.

To facilitate anticipated changes in building use, grade configuration and curriculum, and to comply with legislated changes, the Board and the Association agree to the following:

Proposed changes to Article 5, Section B, for grades 6-12 that do not affect the maximum weekly teaching contact time or minimum weekly preparation time will be submitted to the Curriculum Study Council, then administrative cabinet, then superintendent, then Board for final approval.

Any other district restructuring plan which affects or potentially affects working conditions defined in the master agreement must be negotiated with the Association unless prohibited by law. Legislated or state mandated changes may be implemented by the Board while good faith negotiations are underway.

If teachers are assigned extra planning and organizational duties associated with the changes defined above, the Board will negotiate with the Association, to the extent not prohibited by law, on how teachers are selected for these extra duties, what the extra duties will be, and compensation for extra duties.

### **Section C - Teacher as a Substitute**

Teachers shall not be assigned as substitutes without compensation. If a teacher is assigned as a substitute, the teacher shall be paid at the Schedule B rate or shall accrue compensatory time. The election of hourly rate or compensatory time shall be at the option of the teacher.

Compensation time shall be subject to the following conditions:

1. Shall not be granted before or after holidays or recess periods.
2. Shall be taken only on days when regular substitutes are available and must be requested and approved forty-eight (48) hours in advance but in no case may it be taken on parent conference days, teacher in-service days, record days, or examination days.
3. Shall be granted during the period of time that falls between two (2) weeks after school starts and two (2) weeks before school ends.

Compensatory time shall be earned at the rate of (1) day of compensatory time for every 550 minutes of substituting in the high school, middle schools, and elementary schools.

Time accrued as described in the above paragraphs may be taken only in full days and on such future days that the building principal or immediate supervisor approves, per the above criteria.

Teachers shall be paid their accumulated compensatory time at the current hourly rate of compensation for substituting at the end of each school year.

#### **Section D - Lunch Periods**

All teachers shall be entitled to a duty free, uninterrupted lunch period of not less than thirty (30) minutes.

Five (5) minutes of passing time shall be shown in building schedules.

#### **Section E - Sharing Recess Duties**

A system of sharing recess duties will be established in each elementary school on a voluntary basis.

#### **Section F - Specialists' Preparation Time**

All specialists, including but not limited to, teachers of music, art, physical education, and learning clinicians shall be provided with relief and preparation time to the same extent as other teachers in the district. Cumulative compensatory time shall be granted for weekly prep time less than the minimum provided to other teachers in the district. Specialists' preparation periods shall not be less than ten (10) minutes in length.

#### **Section G - Instructional Preparation Periods**

Every reasonable effort will be made to limit instructional preparations to three (3) per quarter in secondary schools. This number can be exceeded by teachers volunteering or when scheduling conflicts cannot be resolved.

#### **Section H - Dual Preparation Period**

The parties agree that it is management's responsibility to build a high school master schedule. Teaching a secondary dual preparation is strictly voluntary on the part of the teacher or when an unavoidable situation exists and the Association shall be notified in each instance.

The parties agree to use the following criteria to determine if a secondary dual preparation exists:

A secondary dual preparation exists when a teacher is responsible for student achievement in two (2) substantially different curricula in the same room at the same time. Evidence: different state objectives, different core curriculum, and/or course book descriptions.

An assignment is not considered a dual preparation if it is inter-disciplinary in nature; if the difference is exclusively grade level; if the outcome (product) is the same for all in the class; if the teacher is already compensated on Schedule B for the class; or if the class is designed for individualized instruction, departmentalized special education or resource room programming. Student aides requested by the teacher also would not be considered a dual preparation.

#### **Section I - Counselors' Lunch Period**

Counselors shall not be regularly assigned lunch duty or hall duty during the school lunch hours except in an emergency.

#### **Section J - Split Class (Elementary)**

Any elementary teacher assigned a split class shall be compensated at the rate set forth in Schedule B of this agreement. A split class shall be defined as an assignment of an elementary classroom teacher (including the subjects of art, music, physical education, and media specialist) to more than one (1) grade level of students, in the same section, for reasons other than ability grouping or special education needs. Teachers may volunteer for split assignments in successive school years. However, if no teacher volunteers, principals will rotate such assignments as necessary.

Compensation will not be given to those teachers who mutually assign students to ability groups for purpose of instruction, as is the practice at Yake Elementary. This does not preclude compensation for individual teachers assigned two (2) specific grade levels for the purpose of homeroom assignment and/or instructional purposes.

#### **Section K—Elementary Special Subject Area**

A special subject area for purposes of this provision shall be defined as including the subjects of art, music, physical education, media specialist, and any other similar position.

A special subject area teacher whose daily schedule includes more than seven (7) periods will be paid \$200 per period in excess of seven (7), up to a maximum of \$1,000 per year.

Special subject area teachers shall not have their classes split.

## **Section L - Open Houses**

All teachers shall attend a fall open house, 1.5 hours. Administration will collaborate with the teaching staff on a mutually agreeable format for the content and structure of the open house. Otherwise, open house formats shall be:

- Elementary schools: three (3) 20 minute sessions that are repeated
- Secondary schools: an abbreviation of the daily class schedule, periods 1-6, followed in that order.

Article 6  
**Special Student Program**

**Section A - Special Education Assistance**

The parties recognize that students having special physical, mental and emotional-needs may require specialized instruction. These students will be placed in regular classrooms according to rules set forth by Michigan Department of Education with regard to Least Restrictive Environment (LRE) and Free and Appropriate Education (FAPE).

**Section B - Referral**

The parties, accordingly, will cooperate with professionally assisting in providing specific student performance-based information during the course of reviewing and addressing any referrals for special education and/or related services within the guidelines of legal disclosure and student record confidentiality.

**Section C - Student Files**

It is the mutual responsibility of the parties to this agreement to keep a student personal file current with respect to physical, emotional and other special circumstances once such information is disclosed. This information should be communicated to the building administrator. It will then be communicated to the affected personnel by the building principal or designee.

**Section D - Medically Fragile and Special Needs Students**

Notification of enrollment - Any bargaining unit member assigned a student who is identified as medically fragile or has special needs shall be provided information concerning the student's condition before the student enters the class, as appropriate. Provider of services—For the purposes of this section, the term “school health services” shall mean any act or function constituting the “practice of medicine” within the meaning of Section 17007 of the Public Health Code (MCL 333.16.106(2) and 333.16.215).

No bargaining unit member, except a school nurse, shall be required to provide school health services. The school nurse or any bargaining unit member who volunteers to provide school health services shall be provided all of the following:

- (a) a copy of a written medical procedural authorization completed and signed by a licensed physician and the student (or the student's parent/guardian) including the procedures to be utilized as approved by the physician and the completed “Request for Medical Verification of Health Status and Needs” for the student. Forms must be provided at least five (5) school days before the member is to start providing the service to the student.
- (b) appropriate training by a licensed health professional regarding the acts or functions delegated to the bargaining unit member in the authorization and attached procedures.

The Employer shall pay all costs in connection with the training, including the time taken by the member to receive the training, calculated on a pro-rata basis, and all necessary

supplies, if any, and a location or setting appropriate to provide the services (e.g., private when the service is personal).



Article 7  
**Teaching Conditions**

**Section A - Class Size**

The parties hereto recognize that the pupil-teacher ratio is an important aspect of an effective educational program. When the maximum number is reached, an agent of the Board, the teacher affected, and a representative of the Association shall meet to find means of alleviating any excessive class size.

**General Education:** The parties agree that the class size should be lowered whenever possible to meet the standard of 25 students per teacher.

1. The maximum number of students assigned to a classroom shall be 32.
2. Performing arts and student government classes (K-12) may exceed 32 without additional compensation.
3. The maximum number of students assigned to a kindergarten class shall be 30.

Administration may assign a 33<sup>rd</sup> and 34<sup>th</sup> student to a classroom for additional compensation payable at the end of each term. For each day that enrollment exceeds 32 students, the teacher(s) will be compensated at the rate of \$2,500 per 33<sup>rd</sup> student or \$2,800 per 34<sup>th</sup> student based on the student school year, scheduled school days, and prorated by contact time. Students who appear on the original enrollment list, but do not actually attend school before the fall count day, will not be included in the enrollment compensation. In no event will the class size exceed the number of learning stations.

**Alternative Education Program:** Maximum number of students assigned to the Alternative Education Program shall be 80 per teacher based on a 5 hour day. Administration may assign an 81<sup>st</sup> through 90<sup>th</sup> student to the program for additional compensation payable at the end of the school year. For each day that enrollment exceeds 80 students, the teacher(s) shall be compensated at the rate of \$275 for each additional student based on the student's school year prorated by scheduled school days enrolled. If a 91<sup>st</sup> student is assigned to a teacher in the alternative education program, an additional teacher shall be assigned.

**Special Education:** Special education professional staff is eligible to take two school business days per school year to plan and/or conduct Individual Education Planning Committee (IEPC) meetings. Professional special education staff whose caseloads exceed 18 students on March 15<sup>th</sup>, are eligible for one additional school business day for a total of three (3) school business days per school year to plan and/or conduct IEPCs. The scheduling of school business days must be pre-approved and coordinated with the building principal and the director or supervisor of special education.

Special education teachers/consultants will be compensated for caseload numbers for their particular program that exceed the caseload limit defined in the *Michigan Administrative Rules for Special Education* and, given implementation of a Wayne County rule waiver, are within the number allowable by the waiver. The compensatory rate will be \$1.90 per scheduled school day, per additional student up to and including

the upper limit allowed by the waiver. Compensation will be based on the student school year with the start date determined by the initiation of service date on the IEP.

Special education departmentalized teachers will be compensated when their average class size exceeds the number allowed by the *Michigan Administrative Rules for Special Education* and a Wayne County rule waiver is in effect. In this case, the total number of students in the teacher's departmentalized classes must fall within the allowable limit of the waiver. If the average number of students per class period per instructional day exceeds the "*Administrative Rule Limit*" but is within the approved waiver, the teacher will be compensated in the following manner: In a five (5) hour day, the compensatory rate will be \$2.96 per student, for up to three (3) students. Compensation will be based on the student school year, scheduled school days, and prorated by contact time.

Speech Pathologists/Occupational and Physical Therapists/TOTE: Individual teacher caseloads shall not exceed those as identified in the Wayne RESA Act-18 Reimbursement Criteria. Adjustments in caseload shall be made following Fourth Friday and as needed thereafter.

### **Section B - Educational Tools**

The Employer agrees at all times to keep the schools reasonably equipped and maintained. Accordingly, the Employer recognizes that appropriate texts, library reference facilities, maps, globes, laboratory equipment, current periodicals, standard tests and questionnaires and similar materials are tools of the teaching profession. The parties will confer from time to time for the purpose of improving the selection and use of such educational tools. The Employer undertakes to implement all joint recommendations thereon made by its representative and Association. The final determination shall be made by the Board.

### **Section C - Duplicating Facilities**

The Employer agrees to make available to each school adequate ~~typing~~ and duplicating facilities to aid teachers in the preparation of instructional material.

### **Section D - Classroom Needs**

The Employer shall provide:

1. A separate desk for each teacher in the district. Some lockable space shall be provided each teacher in the district.
2. Suitable closet space for each teacher to store coats, overshoes, and personal articles.
3. Adequate whiteboard space in every classroom.
4. Copies, exclusively for each teacher's use, of all texts used in each of the courses to be taught.
5. Adequate storage space in every classroom (for instructional material).
6. Adequate access to attendance software, paper, pencils, pens, dry board erasers, markers, and other such material required in daily teaching responsibility.
7. One item of protective clothing such as a lab coat, a smock, or an apron shall be provided without charge to instructors in appropriate courses of instruction.

The teacher shall be assigned to the regular high school schedule unless a flexible schedule is mutually agreed upon by the teacher and administrator. An administrator shall be present in the building during the mutually agreed upon flexible hours.

### **Section F—Faculty Facilities**

The Employer shall make available in each school adequate lunchroom, rest room and lavatory facilities exclusively for teacher use and at least one (1) room, appropriately furnished, which shall be reserved for use as a faculty lounge. This lounge may be shared by other employees in the district. If teachers desire privacy, non-employees—parents, vendors, etc.—will be discouraged from using lounge facilities.

### **Section G—Faculty Phones**

Private telephone facilities, in a location affording privacy, shall be made available to teachers for their reasonable use. All long distance calls shall be cleared through the office before being made. All long distance calls not dealing with school business shall be paid for by the teacher.

### **Section H—Parking Facilities**

The Employer shall provide paved, lighted, off-street parking facilities for school staff employees.

### **Section I—Elementary Specialist Teachers**

Elementary specialist teachers, including but not limited to art, physical education, and music, shall receive the following considerations:

1. Teachers (grades 1-6) shall not be assigned class periods of less than thirty (30) minutes in length.
2. All traveling done by specialist between class periods shall count as teaching time.
3. Teachers may develop and recommend their teaching schedules to the building principal, with the final decision to be made by the building principal.
4. Students shall not be assigned to more than two (2) special classes consecutively except in unavoidable situations.
5. Each teacher shall be assigned to a home building for purposes of (a) compensation, (b) Association representation, (c) staff meetings, (d) evaluation.
6. The building principal may require a sign-in/sign-out sheet for all teachers, but the time of arrival or departure will not be required.

### **Section J - Personal Property Loss or Damage**

During the term of this agreement, a fund shall be established from which individual teachers may be reimbursed for approved claims for property loss due to theft, burning, or willful or malicious damage provided such damage or destruction occurs within the school building or designated teacher parking area, while the teacher is on duty and is connected with the execution of the teacher's assigned responsibilities. Said loss or damage shall not be occasioned by the negligence of the affected teacher.

Personal property is defined as anything normally worn or carried into the building by the teacher, but shall not include cash or jewelry.

\$2,250 will be allocated per year to cover claims. If an unused balance is available at the end of any year, then previous claims that have been denied will be reconsidered.

Claims on individual items must have a replacement value of \$10.00 or more to be eligible for reimbursement.

Items of over \$200 in value other than clothing that a teacher may wish to bring into the building to be used in the teacher's assigned responsibilities must have building administrative approval to be eligible for reimbursement claims. Items brought into the building that are not described in this article will not be eligible for reimbursement claims. The district shall not be obligated beyond a \$250 maximum designated to compensate the teacher for his insurance deductible.

Claims filed due to damage done to personal cars shall be compensated in the following manner:

Personal cars must be parked in parking areas designated as teacher parking lots to be eligible for coverage. Bargaining unit members must report to the building principal's office as soon as knowledge of said damage occurs. A police report shall be filed on the day of the incident and submitted to the Board for review. Compensation for auto claims shall be made at 100% of the individual's deductible fee for personal auto insurance coverage, capped at \$250.

All claims will be reviewed by a committee whose membership will include W.B.E.A. president and two (2) designees; the director of finance and two (2) designees. Claims made under a homeowner's insurance policy will not be eligible for reimbursement.

### **Section K—T.O.T.E. Teachers**

T.O.T.E. teachers required in the course of their work to drive personal automobiles shall receive a car allowance equal to the IRS standard mileage rate for deductible business travel. The home base for purposes of computing mileage shall be designated by the Employer. Also, the T.O.T.E. teachers will be paid mileage from home base to their first stop and from their last stop to home base, but do not have to report to home base unless directed by their supervisor.

### **Section L—Band Director**

The teacher assigned to secondary band will also be required to assume the responsibility of marching band director. In addition to the appropriate salary under Schedule A, the teacher will receive additional compensation as listed under Schedule B for fulfilling the marching band director's responsibilities.

### **Section M - Alternative Education Teachers**

Students will be enrolled in a variety of online subjects, therefore, the teachers are not responsible for the preparation or delivery of content. The teachers will not be eligible for the dual prep stipend.

In addition to Article 7 Section E Classroom Needs, all teachers in this program shall have their own assigned workspace, which will have a telephone and working computers.

The teacher shall be assigned to the regular high school schedule unless a flexible schedule is mutually agreed upon by the teacher and administrator. An administrator shall be present in the building during the mutually agreed upon flexible hours.

Enrolled special education students shall have an assigned special education teacher other than the alternative education teacher.

## Article 8

### **Professional Qualifications**

#### **Section A - Teacher Certification**

The Board recognizes as established criteria the policy of hiring new teachers who have no less than a bachelor degree from an accredited college or university and who possess or qualify for a standard, professional, or advanced professional, or previous certifications known as provisional, permanent, or continuing certificate. Teachers who do not qualify under the laws of the state of Michigan and/or the administrative rules governing "Certification of Michigan Teachers" may be employed by the district if the teacher has outstanding credentials or in cases of absolute necessity.

Whenever possible, including during periods of layoff, vocationally certified teachers shall be used in vocational programs in order to meet state vocational program requirements.

#### **Section B - Substitute Teaching**

A substitute teacher who meets the state mandated requirements may remain until the regular teacher returns or is otherwise released by the building principal.

#### **Section C - Teaching Assignment**

Teachers shall not be assigned teaching duties outside the scope of their teaching certificate in their major or minor field of study, except temporarily or for good cause, and the Association shall be so notified in each instance.

#### **Section D - Additional Assignments**

Any assignment, in addition to the normal teaching schedule of the regular school year, including summer school courses, shall not be obligatory but shall be with the consent of the teacher. Preference in making such an assignment will be given to tenured teachers regularly employed within the district if they possess the necessary qualifications for the assignment.

#### **Section E - Faculty Meetings/Professional Development Hours**

Attendance at staff meetings, conferences, professional development meetings, and the like, will be limited to four (4) meetings per month.

There shall be no more than one (1) staff meeting during any week, the duration of which shall not exceed forty-five (45) minutes before the teachers' first regularly scheduled assignment or after the teachers' last regularly scheduled assignment. There shall be no staff meetings scheduled during the week of a particular building's parent/teacher conferences and open houses. "Regularly scheduled assignment" shall mean teaching time and teacher preparation period.

A total of thirty (30) professional development hours are required throughout the school year. Nineteen (19) hours will occur on the teacher PD day before Labor Day (6 hours),

on Election Day (6.5 hours), and on MLK Jr. Day (6.5 hours). Eleven (11) hours will occur in the form of PLC meetings, minimally one (1) per month, September - June, with an additional hour in October (Halloween half-day, after students have been released). PLC meetings shall be documented utilizing the district-wide PLC form (see addendum).

A majority of the staff and administration may agree to hold consecutive professional development hours. Each hour will count as one (1) meeting.

Emergency meetings may be called with the agreement of the local Association building representative.

All staff meetings shall be on a regular schedule as jointly determined by the principal and the teaching staff. If no agreement can be jointly determined, only Tuesdays after the teachers' last regularly scheduled assignment may be reserved for staff meetings. An agenda shall be given to each teacher. Teachers shall be excused from staff meetings without loss of compensation for emergencies or upon approval of the building principal. Annually required trainings that do not count as professional development (i.e. - OSHA requirements) shall take place during staff meetings.

#### **Section F - Department Heads**

The district may employ department heads who will coordinate programs and materials with their respective staffs as well as serving as a liaison between the members of the department and the school administration. All teachers shall continue to have full access to principals or other administrators.

The department head shall not be considered a managerial or administrative position. To insure that decisions made in a department are not administrative and/or managerial, the following will apply to all departments. Beginning no later than the 2<sup>nd</sup> semester, the department head will hold meetings with all members of the department. The purpose of these meetings is to determine and complete a needs assessment report for the following year. A building administrator will attend at least one of these meetings. The assessment report will establish the rules and regulations that will govern the operations of each department and will include but not be limited to department goals, budget, and class schedule. The needs assessment report for the following year will be due by April 1<sup>st</sup>. Decisions relative to the needs assessment report will be approved by a majority of the department members.

Failure to reach a decision will not prevent administration from establishing procedures, rules, and class schedules for the department. All decisions made by the department are subject to amendment and approval by the building principal.

## Article 9

### **Promotions, Vacancies, Transfers and Assignments**

#### **Section A - Quality Education**

Since the quality of education is determined by the competency of the teaching staff, the Board is pledged to seek the most competent persons, utilizing all sources for whatever positions may exist.

#### **Section B - Promotion**

A promotion is an upward change in position which results in additional compensation for additional duties or responsibilities performed during the regular work day. Promotions are not meant to include the taking on of additional duties in connection with extracurricular or extra duty services. The intent of the district is to promote from within its staff whenever candidates from within the system meet the criteria established by the Board for the position.

#### **Section C - Teacher Requested Change of Assignment**

Prior to March 15 of each year, teachers may request a change of assignment from a school, grade, subject area, or to a reduced time position\* for the ensuing school year commencing the following September. All requests for a change in assignment must be in writing and received by the personnel office no later than March 15.

Whenever a vacancy in a professional position in the district shall occur the Board shall publicize the same by posting such vacancy via district email. The basic terms and conditions will be included in the posting. Any teacher may apply for such vacancy. The Board will also consider the most recent change of assignment requests when filling such vacancies.

\*Reduced Time Positions: Voluntary reduced time positions may be granted by the district on an annual basis so long as they do not compromise service to students and the overall staffing needs of the district. Professional responsibilities (professional development, parent/teacher conferences, etc.) and benefits (sick/personal leave, insurance, seniority, etc.) shall be pro-rated commensurate to the reduced time pro-ration. The experience and educational step increase for the reduced time teacher shall be the same as those afforded to full-time teachers. A teacher requesting a return to a full-time position may be permitted to do so only when a full-time position exists. Reduced time teachers may substitute in the district, when available, and shall be compensated at the substitute teacher pay rate.

All teachers shall be given written notice of their tentative teaching and building assignment for the forthcoming year and no later than the last day of school as set forth in the school calendar.

All decisions regarding teacher placement are ultimately at the discretion of the Board.



Article 10  
**Illness or Disability**

**Section A - Sick Leave**

At the beginning of each school year, each teacher shall be credited with ten (10) days of sick leave allowance to be used for absence caused by illness or physical disability of the teacher. Absence occasioned by an emergency illness in the immediate family (spouse, parents, grandparents, children) shall be allowed at full pay as in the case of personal illness and will be deducted from normal sick leave allowance. The unused portion of such allowance shall accumulate from year to year, without limitations (see Schedule C). Teachers who leave during the school year, who have used up all of their sick leave days, shall have deducted from their last check one (1) sick day per month for each month remaining in the school year.

If a teacher is absent five (5) consecutive work days (sick and/or personal business), a doctor's statement concerning the illness may be required by the director of human resources.

**Section B - Sick Leave Bank**

At the beginning of the school year, the Employer shall provide a sick leave bank equal to three (3) days per teacher employed in the district to be administered by the Association. Unused days remaining in the sick leave bank at the end of the school year shall not accumulate to the following year.

Teachers, hired prior to July 1, 2006, who have exhausted their accumulative personal sick leave allowance may make reasonable withdrawals from the common bank as determined by the following sick bank policy of the Association:

1. The sick bank is established jointly by the Association and the Board of Education to provide for the possibility of extended protection for individuals who are members of the sick leave bank and are unable to perform their professional responsibilities because of personal illness or disability.
2. Coverage from the sick leave bank may be requested during a school year after a thirty (30) work day waiting period and the exhaustion of the employee's personal sick bank with the exception of 30 days.
- 2a. The thirty (30) work day period will be waived if any illness/ disability is a result of the initial illness/ disability that causes the member to use the sick bank during the same school year.
3. When applying for sick bank usage, it is the responsibility of the employee to provide the Association with the physician's written statement containing a prognosis and anticipated date of return.
4. Written application will be made to the executive board of the Association. Request forms will be made available in all buildings.
5. The executive board of the Woodhaven-Brownstown Education Association will function as the review committee and shall govern the use of the sick bank.

6. The review committee shall examine the merits of each case and all requests for use from the sick leave bank will be reviewed and re-evaluated every fifteen (15) working days.
7. A second doctor's opinion may be required by the Association, at the employee's expense, after sixty (60) days of sick days.
8. A teacher who draws from the sick leave bank is not obligated to repay sick days.
9. It is the Association's responsibility to present copies of all signed forms requesting sick bank leave usage to the director of finance's office following each monthly executive board meeting.
10. The above stated policy shall preclude all past practices of the Woodhaven-Brownstown Education Association in granting sick bank leaves.

Teachers, whose contract begins on or after July 1, 2006, are not eligible for participation in the sick bank. The Board shall pay the premium for long term disability coverage for these employees at 70% of salary, after 90 days of disability, with a \$5,000 monthly maximum.

### **Section C - Donating Sick Days**

Upon approval by the Superintendent, or designee, a WBEA employee shall be allowed to donate sick days from their accumulated sick bank to another WBEA employee for the care of an employee's immediate household family member due to a catastrophic illness or injury.

The maximum number of donated sick days an employee may receive per incident of catastrophic illness or injury is ninety (90) days.

Before using donated sick days, an employee shall have exhausted all personal sick and business days, both current allotment and accumulated.

Unused donated sick days shall be returned, at the end of the school year, to the donating employee(s) in a method that is proportional to the original number of days donated.

### **Section D - Medical Leave of Absence**

A teacher who is unable to teach because of personal illness or disability with documentation from a physician of the need for such absence and who has exhausted all sick leave available shall be granted a leave of absence, without pay, for the duration of such illness or disability, up to one (1) year, and the leave may be renewed upon written request by the teacher for a maximum of two (2) years, with documentation from a physician of the continued need for such absence. The Employer reserves the right to request satisfactory medical evidence of recovery upon return.

### **Section E - Workers' Compensation**

Absence due to injury or illness as documented by a physician in the course of the teacher's employment shall not be charged against the teacher's sick leave days provided that the Employer shall pay to such teacher the difference between the

teacher's salary and the benefits received under the Michigan Workers' Compensation Act for the duration of such absence.

#### **Section F - Reporting Absence**

Teachers shall report absences through AESOP as soon as the need to be absent is known. Absence reporting includes the reason for the absence as well as the anticipated length of the absence.

#### **Section G - Terminal Pay**

Terminal pay will be granted employees who leave the district and have been employed in the district a minimum of five (5) years. Such compensation will be paid for accumulated sick leave days using the following formula:

- Five (5) to fifteen (15) years of employment within the district, fifty percent (50%) of the BA step 1 per diem.
- Sixteen (16) to twenty-five (25) years of employment within the district, seventy-five percent (75%) of BA step 1 per diem.
- Twenty-six (26) years and above within the district, one hundred percent (100%) of the BA step 1 per diem.

The total terminal pay shall be limited to a maximum of ninety (90) days.

#### **Section H - Retirement Notification Incentive**

Employees who officially qualify for retirement under the Michigan Public Schools Employee Retirement System (MSPERS) criteria and who notify the Board by March 1 of the school year in which they retire, shall receive an incentive payment of one thousand, five hundred dollars (\$1,500) upon retirement. Retirement shall be defined as final notification from the Office of Retirement Services.

## Article 11

### **Professional and Personal Business Days**

#### **Section A - Personal Business Leave**

Each teacher shall be credited with three (3) days per school year without loss of pay to take care of matters of a personal nature that cannot be taken care of at a time other than school time. Such business days shall be in addition to sick leave and shall not be accumulative. Personal business days that remain at the end of each school year will be added to the individual's sick leave allowance. The teacher shall not be required to give reasons for requesting this type of leave. The teacher must notify the principal as far in advance of such business day as possible. Upon application and approval of the superintendent or designee, up to two (2) additional personal business days may be granted, provided they can be deducted from that person's unused sick leave allowance.

It is expressly understood that personal business leave days should not be used for personal pleasure. The teacher may be asked by the building principal and/or superintendent to explain the reason for any personal leave requested for a school day immediately before or after a holiday or vacation period, and reasonable restrictions may be imposed on personal leaves on such days.

If a teacher is absent five (5) consecutive work days (sick and/or personal business), a doctor's statement concerning the illness may be required by the director of human resources.

#### **Section B - Jury Duty**

A teacher called for jury duty or to give testimony before any judicial or administrative tribunal shall be compensated for the difference between the teaching pay and the pay received for the performance of such obligation. The teacher shall receive regular salary for days spent in performance of such obligation, then will reimburse the district in the exact amount of the jury duty compensation. Time spent in performing such obligation shall not be subtracted from any leave days granted.

#### **Section C - Funeral Leave**

Due to a death in a teacher's or spouse's immediate family, the teacher shall be granted up to five (5) days with pay (not chargeable to any leave otherwise granted) at any one time. The term "immediate family" as used in this section shall mean spouse, parents, grandparents, grandchildren, children, brothers, or sisters, including step and foster.

Upon application and approval of the superintendent, or designee, one (1) day, per occurrence may be granted for nieces, nephews, uncles, and aunts; up to five (5) days per school year.

## Article 12

### **Unpaid Leaves of Absence**

#### **Section A - Leave of Absence**

A leave of absence of up to two (2) years shall be granted to any teacher, upon application and approval of the Board, for the purpose of participation in exchange teaching programs in other states, territories or countries, foreign or military teaching programs, the Peace Corps, Teachers Corps, or Job Corps as a full-time participant in such programs provided said teacher states in writing an intention to return to the school system. Upon return from such leave, a teacher shall be placed at the same position on the salary schedule as the teacher had upon leaving the district.

A leave of absence may not be granted by the Board for the purpose of obtaining employment elsewhere and a written letter of resignation from employment with the District may be required from the employee that has been granted employment elsewhere.

#### **Section B - Military Leave of Absence**

A military leave of absence shall be granted to any teacher who shall enlist for military duty in any branch of the armed forces of the United States. Upon return from such leave, the teacher shall be placed on the same position on the salary schedule as the teacher would have been had the teacher taught in the district during such period, but in no event shall this exceed four (4) years or one (1) term, whichever is greater.

#### **Section C - Association Leave of Absence**

A leave of absence of up to two (2) years shall be granted to any teacher upon application for the purpose of serving as an officer of the Union, the Association, or its staff. Upon return from such leave, a teacher shall be placed at the same position on the salary schedule as the teacher had upon leaving the district.

#### **Section D - Public Office Leave of Absence**

A leave of absence—not to exceed four (4) years—shall be granted to any teacher upon application and approval of the Board for the purpose of campaigning for, or serving in, public office. Upon return from such leave, a teacher shall be placed at the same position on the salary schedule as the teacher had upon leaving the district.

#### **Section E - Maternity and Child Care Leaves of Absence**

A leave of one (1) year plus any unfinished school year shall be granted to a teacher upon written request and upon proper certification of pregnancy by the employee's physician or after the birth of a child. After the first full school year, upon application pursuant to Section H, the teacher shall be granted at most one (1) additional year.

The leave will commence at a time solely determined by the employee in consultation with a physician, provided that such date shall be at least thirty (30) days following the written request. Such request will indicate the termination date of the leave. In cases of

emergency, the thirty (30) day notice may be waived. No teacher shall be required to teach beyond the fourth month of pregnancy.

During said leave, the teacher shall maintain tenure, insurance benefits on a self-pay basis, accumulated allowable leave days, and all other rights provided in the professional agreement.

Reinstatement to former teaching position, if possible, or a position of like nature shall be granted prior to the termination or at termination of said leave, provided the employee, in consultation with a physician, deems it advisable to return to service and provided further said teacher gives sixty (60) days notice to return prior to the start of the next full term, quarter, or marking period. If a teacher chooses not to return at the termination date of the leave but requests an extension of said leave, if approved by the Board, the teacher shall retain the right to be restored to the teacher's former position, if possible, or to a position of like nature. A teacher returning from leave provided in this paragraph shall be placed at the position on the salary schedule commensurate with prior teaching experience.

A teacher in the process of adopting a child may receive a similar leave.

#### **Section F - Other Leaves of Absence**

Leaves of absence without pay for reasons other than sickness, accident, or military will, upon proper application and approval, be granted up to a period of two (2) years to teachers who have two (2) or more years of service in the District. Teachers who are re-employed after such leave shall retain the yearly status on the salary schedule they had at the time of the leave.

#### **Section G—Extension of Leaves of Absence**

When a leave is granted at less than the optimum length allowed by definition in the previous sections of this article, then request for extension will be granted.

Beyond the 2nd year of leave, a teacher on leave may request an extension of the leave of absence in order to prevent the involuntary layoff of another teacher. The leave of absence may be extended on an annual basis if the leave of absence continues to prevent the involuntary layoff of another teacher.

#### **Section H - Return from Leaves of Absence**

All teachers on an unpaid leave of absence must give written notice to the director of human resources by March 15<sup>th</sup> of the year the leave expires of the teacher's intention to return, request an extension, or resign. Failure to furnish such notice may, at the discretion of the Board, lead to dismissal proceedings in accordance with the Tenure Act.

**Section I - Family and Medical Leave Act (FMLA)**

The School District will fully comply with the Family and Medical Leave Act (FMLA), 42 USC 12201 et seq., and corresponding regulations. The School District will use the rolling calendar method under the FMLA. The FMLA leave of any employee of the School District will be without pay, unless the employee has paid leave time available under an applicable contract. The employee will be required to use that paid time concurrent with any FMLA leave.

## Article 13

### **Academic Freedom**

#### **Section A - Individual Freedom**

The parties seek to educate young people in the democratic tradition, to foster a recognition of individual freedom and social responsibility, to inspire meaningful awareness of and respect for the Constitution and the Bill of Rights, and to instill appreciation of the values of individual personality. It is recognized that these democratic values can best be transmitted in an atmosphere which is free from censorship and artificial restraints upon free inquiry and learning, and in which academic freedom for the teacher and student is encouraged.

#### **Section B - Academic Freedom**

Academic freedom shall be guaranteed to teachers and no special limitations shall be placed upon study, investigation, presenting and interpreting facts and ideas concerning human behavior, human society, the physical and biological world, and other branches of learning subject to accepted standards of professional responsibility.

#### **Section C - Individual Expression**

Freedom of individual expression will be encouraged, and fair procedure will be developed to safeguard the legitimate interests of the schools and to exhibit by appropriate examples the basic objectives of a democratic society.



Article 14  
**Teacher Evaluation**

With the involvement of the WBEA, the board shall adopt and implement for all teachers a rigorous, transparent, and fair performance evaluation system, consistent with PA 451 of 1976.

**Section A - Personnel Files**

Each teacher shall have the right, upon request, to review the contents of the teacher's own personnel file in the presence of an administrator or designated representative. A representative of the Association may, at the teacher's request, accompany the teacher in this review. Under no circumstances shall materials be removed from this file unless mutually agreed upon.

## Article 15

### **Professional Behavior**

#### **Section A - Rules and Regulations**

Teachers are expected to comply with reasonable rules, regulations, and directions from time to time adopted by the Board or its representatives which are not inconsistent with the provisions of the agreement, provided that a teacher may reasonably refuse to carry out an order which violates accepted professional standards.

#### **Section B - Criteria**

The Board recognizes that the Code of Ethics of the educational profession is considered by the Association and its membership to define acceptable criteria of professional behavior. The Association shall accept the responsibility to deal with the ethical problems in accordance with the terms of such Code of Ethics of the education profession.

#### **Section C - Professional Performance**

The Association recognizes that abuses of sick leave or other leaves, chronic tardiness or absence, willful deficiencies in professional performance, or other violations of discipline by a teacher reflect adversely upon the teaching profession and create undesirable conditions in the school building. Alleged breaches of discipline or professional behavior shall be promptly reported to the offending teacher and to the Association. The Association will use its best efforts to correct breaches of professional behavior by any teacher.

#### **Section D - Representation**

If a teacher is to be investigated, disciplined, or reprimanded by the Board or its agents, the teacher shall be entitled to have a representative of the Association present, subject to the provisions of their federal Weingarten Rights. NLRB v. J. Weingarten, Inc. 420, US 251.

#### **Section E - Disciplinary Action**

No ancillary staff member shall be disciplined, reprimanded, reduced in rank or compensation, or deprived of any professional advantage without just cause. The evaluation of an ancillary staff member which results in less than a satisfactory work rating may constitute the foundation for just cause. The Board agrees that the evaluations will continue to be conducted on an individual basis in a professional, business-like manner. Any such discipline, reprimand, or reduction in rank, compensation or advantage, including adverse evaluation of an ancillary staff member's performance by the Board or representative thereof, shall be subject to the grievance procedure hereinafter set forth. All information forming the basis for disciplinary action will be made available to the ancillary staff member and the Union.

## Article 16

### **Professional Improvement**

#### **Section A - Continued Training**

The parties support the principle of continuing training of teachers, participation by teachers and professional organizations in the areas of their specialization, leaves for work on advanced degrees or special studies, and participation in community education projects.

#### **Section B - Professional Conferences**

Upon application by the teacher to the building principal and approval of the Board or upon the Board's initiative, funds will be made available to teachers who desire to attend select professional conferences, visitations to view other instructional techniques or programs, and Michigan Department of Educational curriculum committee meetings. Travel, meals, lodging, and registration fees shall be deemed appropriate expenses of the Board, as well as the cost of substitute teachers needed to relieve the participant attending such conferences without loss of compensation. Teachers will, upon request, submit a written report regarding such conferences as well as verification of actual expenses.

#### **Section C - Workshops**

Upon application by the Association and approval of the Board, funds may be made available for the purpose of making arrangements for after school courses, workshops, conferences and programs designed to improve the quality of instruction. Every effort will be made to obtain people of the highest qualifications to participate in the presentation of such programs. All teachers desiring to attend shall be allowed to do so.

#### **Section D - Conference Reimbursement**

Any teacher who is required by the Board of Education to engage in any after school courses, workshops, conferences and programs designed to improve the quality of instruction shall be reimbursed the cost of the tuition by the Board.

#### **Section E - Mentor Program**

The Board will implement section 1526 of P.A. 335 by adopting the policies and procedures set forth in the "Mentor Handbook" jointly developed in May, 1996.

The mentor teacher will be:

1. a volunteer tenure teacher;
2. selected by the administration in accordance with "Procedures and Criteria for Mentor Selection" and the "Mentor Application" as contained in the "Mentor Handbook";
3. compensated as per Article 20, Section N;
4. excluded from any evaluation procedure, grievance procedure, or administrative hearing regarding the probationary teacher;
5. assigned to only one probationary teacher at a time.

The probationary teacher will be:

1. excluded from any evaluation procedure, grievance procedure, or administrative hearing regarding the mentor;

2. allowed to request a change of mentor;
3. provided with a minimum of fifteen (15) days of professional development instruction during his/her first three (3) years of classroom teaching. Up to five (5) of the days may be outside of the regular workday and work year without per diem compensation. Every effort will be made to schedule professional development within the parameters of the regular workday and work year.

Article 17  
**Continuity of Operations**

**Section A - Uninterrupted Operation**

Both parties recognize the desirability of continuous and uninterrupted operation of the instructional program during the normal school year and the avoidance of disputes which threaten to interfere with such operations. Since the parties are establishing a comprehensive grievance procedure under which unresolved disputes may be settled by an impartial third party, the parties have removed the basic cause of work interruptions during the period of this agreement. The Association accordingly agrees that it will not, during the period of this agreement, directly or indirectly engage in or assist in any strike against the Woodhaven-Brownstown School District as defined by the Public Employees Relations Act.

**Section B - Unfair Labor Practice**

The Employer and the Association agree that they will not, during the period of this agreement, directly or indirectly engage in or assist in any unfair labor practice as defined by Section 10 of the Public Employment Relations Act, as amended.

**Section C - Act of God**

When an act of God or a superintendent's directive forces the closing of a school or schools within the district, teachers shall be excused from reporting for duty.

In the event a school is closed for more than one (1) day due to mechanical failure, fire, vandalism or calamity, management has the right to reschedule building assignments of the affected teachers and students so as to continue the educational process of students the next school day. In no event will the staff be rescheduled without students.

**Section D - State Aid Act Section 101**

The first six (6) scheduled days of student instruction which are not held because of conditions not within control of school authorities such as inclement weather or health conditions as defined by city, county or state health authorities shall not be rescheduled by the district. Additional days beyond the six (6) days shall be rescheduled. Rescheduled days shall be made up with no additional compensation.

**Section E - Revocation**

Should Section 101 of the State Aid Act or Department of Education rules regarding the makeup of lost instruction days be revoked or modified, then Section D of this article shall be considered null and void and subject to re-negotiation.

Article 18  
**School Calendar**

**Section A**

**2018-19 School Year**

August 28	Teacher Professional Development
September 4	Students First Day (full day)
September 5	PHMS Open House
September 6	BMS Open House
September 12	WHS Open House
September 13	Elementary Open House
October 25	BMS P/T Conferences (half day for students)
October 31	Halloween (half day) <i>teacher half of the day - partially used for pd</i>
November 1	PHMS P/T Conference (half day for students)
November 6	Election Day (no school for students)
November 8	WHS P/T Conferences (half day for students)
November 9	Elementary Records Day (half day for students)
November 15	Elementary P/T Conferences (half day for students)
November 21	Thanksgiving (day before half day)
November 22 - 23	Thanksgiving Recess
November 30	BMS Records Day (half day for students)
Dec. 24 - Jan. 4	Winter Recess
January 21	MLK Jr. Day (no school for students)
January 23 - 25	PHMS & WHS Exams (half days for students)
January 31	BMS P/T Conferences (half day for students)
February 15	Presidents Day (day before half day)
February 18	Presidents Day
March 8	Elementary Records Day (half day for students)
March 14	Elementary P/T Conferences (half day for students)
March 15	BMS Records Day (half day for students)
March 20	WHS P/T Conferences (evening only)
March 21	PHMS P/T Conferences (evening only)
April 1 - April 7	Spring Recess
April 19	Good Friday
May 24	Memorial Day (day before half day)
May 27	Memorial Day
June 10 - 12	PHMS & WHS Exams (half days for students)
June 11	Elementary & BMS Records Day (half day for students)
June 12	Last Day of School (half day for students)

**2019-20 School Year**

August 27	Teacher Professional Development
September 3	Students First Day (full day)
September 4	PHMS Open House
September 5	BMS Open House
September 11	WHS Open House
September 12	Elementary Open House
October 24	BMS P/T Conferences (half day for students)
October 30	WHS P/T Conferences (half day for students)
October 31	Halloween (half day) <i>teacher half of the day - partially used for pd</i>
November 5	Election Day (no school for students)
November 7	PHMS P/T Conference (half day for students)
November 8	Elementary Records Day (half day for students)
November 14	Elementary P/T Conferences (half day for students)
November 27	Thanksgiving (day before half day)
November 28 - 29	Thanksgiving Recess
December 6	BMS Records Day (half day for students)
Dec. 23 - Jan. 3	Winter Recess
January 20	MLK Jr. Day (no school for students)
January 22 - 24	PHMS & WHS Exams (half days for students)
January 30	BMS P/T Conferences (half day for students)
February 14	Presidents Day (day before half day)
February 17	Presidents Day
March 6	Elementary Records Day (half day for students)
March 12	Elementary P/T Conferences (half day for students)
March 13	BMS Records Day (half day for students)
March 18	PHMS P/T Conferences (evening only)
March 19	WHS P/T Conferences (evening only)
April 6 - April 13	Spring Recess
May 22	Memorial Day (day before half day)
May 25	Memorial Day
June 8 - 10	PHMS & WHS Exams (half days for students)
June 9	Elementary & BMS Records Day (half day for students)
June 10	Last Day of School (half day for students)

**2020-21 School Year**

September 1	Teacher Professional Development
September 8	Students First Day (full day)
September 9	PHMS Open House
September 10	BMS Open House
September 16	WHS Open House
September 17	Elementary Open House
October 29	BMS P/T Conferences (half day for students)
October 30	Halloween (half day) <i>teacher half of the day - partially used for pd</i>
November 3	Election Day (no school for students)
November 5	PHMS P/T Conference (half day for students)
November 12	WHS P/T Conferences (half day for students)
November 13	Elementary Records Day (half day for students)
November 19	Elementary P/T Conferences (half day for students)
November 25	Thanksgiving (day before half day)
November 26 - 27	Thanksgiving Recess
December 4	BMS Records Day (half day for students)
Dec. 21 - Jan. 1	Winter Recess
January 18	MLK Jr. Day (no school for students)
January 27 - 29	PHMS & WHS Exams (half days for students)
February 4	BMS P/T Conferences (half day for students)
February 12	Presidents Day (day before half day)
February 15	Presidents Day
March 12	Elementary Records Day (half day for students)
March 18	Elementary P/T Conferences (half day for students)
March 19	BMS Records Day (half day for students)
March 24	WHS P/T Conferences (evening only)
March 25	PHMS P/T Conferences (evening only)
April 2 - April 9	Spring Recess
May 28	Memorial Day (day before half day)
May 31	Memorial Day
June 14 - 16	PHMS & WHS Exams (half days for students)
June 15	Elementary & BMS Records Day (half day for students)
June 16	Last Day of School (half day for students)



**Section B - Exam Days**

The last three (3) days of each semester shall be scheduled for exams for Woodhaven High School and Patrick Henry Middle School. Each exam day shall consist of two (2) consecutive exams that are each 1 hour 25 minutes to 1 hour 30 minutes in length. The remainder of the teacher day shall be designated as teacher preparation for the purpose of grading exams.

**Section C - Record Days**

Beginning with the 2015-16 school year, teachers of students K-7 will be provided a half day for the purpose of record keeping for each report card grading period.

**Section D - DRA Test Schedule**

The board shall provide a ½-day release for each mandated DRA testing date.

Article 19  
**Professional Compensation**

**Section A - Basic Salaries**

The basic salaries of teachers covered by this agreement are set forth in Schedule A which is attached to and incorporated in this agreement. Such salary schedule shall remain in effect during the designated term of this contract.

**Section B - School Nurse**

The school nurse(s) shall be compensated as set forth in Schedule A and receive full teacher benefits as per the professional agreement. The nurse will work up to 200 days or six (6) days less than an elementary principal's work year, whichever is less, when administratively requested. The nurse shall be compensated at their daily rate for all work days beyond the teacher work year. The appropriate administrator and the school nurse will establish a schedule in June for the following year.

**Section C - Outside Teaching Experience**

All teachers, newly employed, may be given credit as determined by the superintendent on the agreed salary schedule set forth in Schedule A for full years of outside teaching experience in any school district.

**Section D - Mileage Reimbursement**

Teachers required in the course of their work to drive personal automobiles from one school building to another shall receive a mileage reimbursement equal to the IRS standard mileage rate for deductible business travel. The same mileage reimbursement shall be given for use of personal cars for field trips or other business of the district upon prior approval.

**Section E - Extracurricular Activities**

For extracurricular activities, see Schedule B.

**Section F - Vocationally Certified Personnel**

Vocationally certified personnel teaching above the 1,540 minute limitation shall be compensated at the employee's hourly wage rate (60 minutes or prorated on any part thereof).

**Section G - Vocationally Certified, Experience Step**

Vocationally certified personnel who hold a valid vocational certificate shall be advanced one (1) experience step on the salary schedule provided that such teacher is teaching in the vocational certified area. This step shall be paid annually, unless said teacher requests and receives approval for a change in assignment outside their vocational certified area. New teachers initially hired by the Board will be compensated in the pre-employment negotiations.

**Section H - Extra Days Worked**

Teachers requested to work prior to or after the normal school year in the capacity of their regular teaching assignment will be compensated at their per diem rate. Teachers who are requested to work prior to or after the normal school year in areas of workshop or in-service activities will be compensated at one-half ( $\frac{1}{2}$ ) the BA step 1 per diem rate for each day.

**Section I - Schedule B Pay Periods**

Payment of all expenses submitted to the business office shall be paid within two (2) pay periods of the date submitted. These shall include approved trips, mileage, etc. Schedule B hourly rates will be paid according to regular pay periods.

Athletic Schedule B stipends shall be made in two (2) payments: All fall sports shall be paid half ( $\frac{1}{2}$ ) by the 1st pay in October and half ( $\frac{1}{2}$ ) by the 1st pay of December; high school winter sports shall be paid half ( $\frac{1}{2}$ ) by the 1st pay in February and half ( $\frac{1}{2}$ ) by the 1st pay of April, middle school winter sports shall be paid for all of season 1 by the 1st pay in February and for all of season 2 by the 1st pay of April; all spring sports shall be paid half ( $\frac{1}{2}$ ) by the 1st pay of May and half ( $\frac{1}{2}$ ) by the 1st pay of June. All other Schedule B activities shall be paid the 1st pay of June.

**Section J - Substitute Principal**

In the event an individual substitutes for a principal, compensation will be ten percent (10%) per diem, prorated as applicable, in addition to regular earnings.

**Section K - T. B. Test**

The Board will provide, at no cost to the teacher, a T.B. test for each member in accordance with the current Board policy.

**Section L - Split Class Compensation**

Elementary teachers (grades 1-6) will be compensated at the Schedule B rate per split class assignment as defined in Article 5, Section J. A prorated amount of \$.028 times the number of minutes of split special class instruction per week times thirty-six (36) weeks shall be given the subjects of art, music, physical education, and media specialist.

**Section M - Mentors**

Beginning with the 1996-97 school year, mentors will be compensated at a rate of \$1,312 per school year.

Article 20  
**Insurance Protection**

**Section A - Health Care**

The Board shall purchase insurance protection through MESSA PAK A, MESSA PAK C, or MESSA PAK D on behalf of members (see addendum).

The Board shall contribute towards the cost of medical insurance the capped amounts in accordance with state law.

Members electing insurance coverage who are married with children shall select either single or family medical coverage.

For premium levels below the cap amounts, the Board shall contribute the difference to qualifying District FSA or HSA account.

Employees Shall Contribute 10% towards the cost of dental and vision insurance. All employee contributions shall be deducted over all pays.

**Section B - Life Insurance**

The Board shall provide term life insurance protection in the amount of \$35,000 that will be paid to the teacher's designated beneficiary. In the event of accidental death, the insurance will pay double the specified amount.

**Section C - Insurance Option**

For those WBEA employees electing not to enroll in the group health insurance plan offered by the Board of Education, the Board agrees to pay directly to the employee the appropriate amount specified within the chart below for each month the employee elects not to be enrolled in the plan:

Number of WBEA Members Participating in <u>In-Lieu Of</u>	Monthly In-Lieu Of <u>Payment</u>	Annual Payment <u>Per Employee</u>
1-50	\$250	\$3,000
51-60	\$350	\$4,200
61-70	\$450	\$5,400
71+	\$550	\$6,600

Cash in lieu participation is determined twice per year by the number of members enrolled by January 1 and July 1 each year.

**Section D—Dental Insurance**

The Board shall provide a dental care program for all teachers and their eligible dependents as described in Appendix A.

**Section E—Vision Insurance**

The Board shall provide a vision care plan for all teachers and their eligible dependents as described in Appendix A.

**Section F – Part-Time Staff**

Teachers employed for a continuous part-time position shall have their benefits/costs prorated to their hours of service. Teachers shall only be employed at less than full-time by mutual agreement. No more than one (1), less than full-time employee shall be assigned to each building, unless otherwise agreed to with the WBEA Executive Board.

## Article 21

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

#### **Section A - Teacher Assistance**

The Board recognizes its responsibility to give all reasonable support and assistance to teachers with respect to the maintenance of control and discipline in the classroom. Whenever it appears that a particular pupil requires the attention of special counselors, social workers, law enforcement personnel, physicians, or other professional persons, appropriate referral procedures shall be used to determine the scope of the problem and its remedy. Once it is determined that outside help is required, the Board will exhaust all reasonable avenues in assisting the teacher in the classroom with the instruction of the student and/or the placement of the student in a special program if necessary.

#### **Section B - Student Discipline**

It is recognized that discipline problems are less likely to occur in classes which are well-taught and where a high level of student interest is maintained. It is likewise recognized that when discipline problems occur, they may most constructively be dealt with by encouragement, praise and emphasis upon the child's desirable characteristics. Teachers may use such force as is necessary to protect themselves from attack or to prevent injury to another student.

#### **Section C - Student Exclusion**

Only in the most severe instances of misbehavior may a teacher exclude a pupil from the class; where 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 notify the principal of the problem, in writing, with full particulars of the incident.

#### **Section D - Student Suspension**

Suspension of students from school may be imposed only by a principal or designated representative. School authorities will endeavor to achieve correction of student misbehavior through counseling and interviews with the child and parents when warranted. Transfer of the student to another willing teacher or other measures, short of suspension, will first be exhausted. When a teacher has one or more pupils in class who constitute an intolerable behavior problem, relief shall be sought through the joint efforts of the Board and the Association.

#### **Section E - Classroom Discipline**

Each teacher shall be responsible for the teacher's own classroom discipline and only the more serious problems will come to the attention of the principal. The principal will take the position of backing the teacher to the limit where the circumstances show the pupil in error. Any treatment of a disciplinary case which fails to improve the individual should be considered unsatisfactory. Good discipline should be considered a product of good teaching, rather than an end which requires the primary energy of the teacher. Each teacher must assume responsibility for student conduct in the building and on the school grounds, as well as in the classroom.

The general procedure for taking care of students who the teacher feels should be sent from the class is as follows:

Whenever it is necessary to dismiss a student from class, the teacher will send a note with the student giving reasons for dismissal and confer with the principal before leaving the building or as soon as possible. Any further disciplinary action will be determined after teacher-principal conference.

#### **Section F - Parental Contacts**

All parent contacts made by teachers that have anything to do with school should be cleared through the principal. If notes are written to parents, a duplicate should be made and retained by the principal. This procedure is strongly recommended in the interests of the teacher and the district.

#### **Section G - *In Loco Parentis***

It is recognized under the state law that the teacher acts in *loco parentis* and therefore may legally maintain the same control of a student in school as a parent at home.

#### **Section H - Teacher Assault**

Any case of assault upon a teacher shall be promptly reported to the Board or its designated representative. The Board will provide legal counsel to advise the teacher of the teacher's rights and obligations with respect to such assault and shall promptly render all reasonable assistance to the teacher in connection with handling of the incident by law enforcement and judicial authorities.

#### **Section I - Legal Counsel**

If any teacher is complained against or sued as a result of any action taken by the teacher while in the scope of the teacher's employment, the Board will render all necessary assistance to the teacher in the teacher's defense. This may be construed to include the services of legal counsel.

#### **Section J - Teacher Lost Time**

Time lost by a teacher in connection with any incident mentioned in this article shall not be charged against the teacher.

#### **Section K - Parent Complaint**

No action shall be taken upon any complaint by a parent of a student directed toward a teacher, nor shall any notice thereof be included in said teacher's personnel file unless such matter is promptly reported in writing to the teacher concerned. If any question of breach of professional ethics is involved, the Association shall be notified.

#### **Section L - Teacher Reprimand**

No teacher shall be reprimanded in the presence of a student, parent, staff member, or in a situation where they could possibly overhear.

Article 22  
**Curriculum Study Council**

The Board and the Association recognize the value of cooperative effort involving the administration and the teaching staff in the areas of curriculum implementation and improvement. It is, therefore, essential that a Curriculum Study Council be established.

1. The Curriculum Study Council shall be composed of two (2) teachers from each elementary school, two (2) teachers from Brownstown, two (2) teachers from Patrick Henry, three (3) senior high teachers, and one (1) from special services selected by the Association yearly.
2. The assistant superintendent in charge of curriculum shall serve as chairperson.
3. The Curriculum Study Council, functioning as an advisory and consultative body, shall review, study, research programs and make recommendations in writing to the superintendent in curriculum areas that are beneficial to the district. If changes are made, said proposals shall be returned to the Council for further study and approval before presentation to the Board by the superintendent.
4. The Board and the Association agree that the Curriculum Study Council serves in an advisory and consultative capacity and that the failure of the Board to place recommendations into effect shall not constitute a basis for a grievance. However, the Board or its designee shall respond in writing, giving reasons for their decision.
5. The Curriculum Study Council shall determine long and short range goals at the second regular meeting.
6. The duties of the council are as follow:
  - a. They shall attend all meetings and report minutes to their buildings.
  - b. They shall discuss, investigate, evaluate, and make suggestions to the superintendent pertinent to problems regarding curriculum, teaching material, and teaching methods and procedures.
  - c. They shall review and evaluate any recommendations which the administration might make regarding changes in curriculum, materials, methods, or procedures affecting the learning process.
  - d. This committee shall consider all proposals from any source pertaining to the improvement of the educational programs carried on or proposed to be carried on in the public schools.
  - e. The Board recognizes that the professional staff shall have a responsible voice in textbook selection. The adoption, continuation, or discontinuation of textbooks shall be a matter of review and consideration by the Curriculum Study Council.
  - f. The committee will issue an annual report to the superintendent and a copy to the Association concerning their activities, and said report will include the minutes of each meeting, and a prospectus of the work of future committees. This report will be made no later than June 1<sup>st</sup> of each year.
7. Curriculum Study Council members will be compensated for meetings attended at the rate per schedule B.



## Article 23

### **Professional Grievance Procedure**

#### **Section A - Definition of Grievance**

A claim is made by a teacher or the Union that there has been an alleged violation, misinterpretation or misapplication of any provision of the agreement, or any rule, order, or regulation of the Board and processed as a grievance as hereinafter provided.

#### **Section B - Grievance Procedure**

**Level I** In the event that a teacher believes there is a basis for a grievance, the teacher shall first discuss the alleged grievance with the building principal and/or immediate supervisor either personally or accompanied by a Union representative within five (5) school days from the occurrence or knowledge of occurrence.

**Level II** If, as a result of the informal discussion with the building principal, a grievance still exists within ten (10) school days the teacher may invoke the formal grievance procedure using the proper form, signed by the grievant and a representative of the Association, which form shall be available from the Union representative in each building. If the grievance involves more than one (1) school building, it may be filed with the superintendent or designee.

Within five (5) school days of receipt of the grievance, the principal and/or immediate supervisor shall meet with the Union in an effort to resolve the grievance. The principal and/or immediate supervisor shall indicate the disposition of the grievance in writing within five (5) school days of such meeting, and shall furnish a copy thereof to the Union.

**Level III** If the Union is not satisfied with the disposition of the grievance, or if no disposition has been made within five (5) school days of such meeting, the grievance shall be transmitted to the superintendent. Within five (5) school days, the superintendent or designee shall meet with the Union on the grievance and shall indicate the disposition of this in writing within five (5) school days of such meeting, and shall furnish a copy thereof to the Union.

**Level IV** If the Union is not satisfied with the disposition of the grievance by the superintendent or designee, or if no disposition has been made within five (5) school days of such meeting (or ten (10) school days from the date of filing, which shall be later), the grievance shall be transmitted to the Board by filing a written copy thereof with the secretary or other designee of the Board. The Board, no later than its next regular meeting or two (2) calendar weeks, whichever shall be later, may hold a hearing on the grievance, a disposition in writing by the Board shall be made no later than seven (7) days thereafter. A copy of such disposition shall be furnished to the Union.

Neither party shall present new facts as evidence at level IV which have not been disclosed at levels I, II, or III except facts not discovered at levels I, II, or III. Every effort will be made to disclose to the other party new facts discovered after level III prior to presentation to the Board.

**Level V** If the Union is not satisfied with the disposition of the grievance by the Board, or if no disposition has been made within the period above provided, the grievance may be submitted to arbitration before an impartial arbitrator within sixty (60) calendar days of such response, or lack thereof. If the parties cannot agree as to the arbitrator, one shall be selected by the American Arbitration Association in accordance with its rules which shall likewise govern the arbitration proceeding. The Board and the Union shall not be permitted to assert in such arbitration proceeding any ground or to rely on any evidence not previously disclosed to the other party. The arbitrator shall have no power to alter, to add, or to subtract from the terms of the 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 to the grievance.

### **Section C - Appropriate Step**

If a grievance arises from the action of authority higher than the principal or immediate supervisor of a school, it may be initiated at the appropriate step of this procedure.

### **Section D - Teacher Discharge**

If any teacher for whom a grievance is sustained shall be found to have been unjustly discharged, the teacher shall be reinstated with full reimbursement of all professional compensation lost or such other relief as the arbitrator may determine. If the teacher 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 the employee.

### **Section E - Time Limit Extension**

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<sup>th</sup> of any year and strict adherence to the time limits may result in hardship to 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.

### **Section F - Association Responsibility**

If an individual teacher has a personal complaint which the teacher desires to discuss with a supervisor, the teacher is free to do so without recourse to the grievance procedure. However, if an individual teacher proceeds as above, no grievance shall be adjusted without prior notification to the Union and opportunity for a Union representative to be present, nor shall any adjustment of a grievance be inconsistent with the terms of this agreement. In the administration of the grievance procedure, the interests of the teachers shall be the sole responsibility of the Union.

## Article 24

### **Negotiations Procedures**

#### **Section A - New Matters**

It is contemplated that the terms and conditions of employment provided in this agreement shall remain in effect until altered by mutual consent in writing between the parties. Nevertheless, because of the special nature of the public educational process, it is likewise recognized that matters previously unforeseen or not negotiated may be negotiated by mutual consent of the parties. It is in the public interest that the opportunity for mutual discussion of such matters be provided. The parties accordingly undertake to cooperate in arranging meetings, selecting representatives for discussion, furnishing necessary information, and otherwise constructively considering and resolving any such matters. New matters not previously negotiated may be negotiated by mutual consent of both parties to the agreement.

#### **Section B - Agenda**

Before each negotiation session officially adjourns, the agenda, time and place for the next session shall be mutually agreed upon by the chief negotiators.

## Article 25

### **Miscellaneous Provisions**

#### **Section A - Individual Contracts**

Any individual contract between the Board and an individual teacher heretofore executed shall be subject to and consistent with the terms and conditions of this agreement or written memorandum of understanding. Any individual contract hereafter executed shall be expressly made subject to and consistent with the terms of this or any subsequent agreement to be executed by the parties. If an individual contract contains any language inconsistent with this agreement, this agreement during its duration shall be controlling.

#### **Section B - Board Policies**

This agreement shall supersede any rules, regulations, or practices of the Board which shall be contrary to or inconsistent with its terms. The provisions of this agreement shall be incorporated into and be considered part of the established policies of the Board.

#### **Section C - Invalid Sections**

If any provision of this agreement between the parties hereto shall be found contrary to law, then such provision shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions shall continue in full force and effect.

#### **Section D - Agreement Reproduction**

Fifty (50) copies of this agreement titled "Professional Agreement between the Woodhaven-Brownstown School District and Woodhaven-Brownstown Education Association MEA/NEA" shall be typed at the expense of the Employer and provided to the WBEA within thirty (30) days after the agreement is signed. All teachers now employed and hereafter employed shall have access to a copy of the agreement electronically.

#### **Section E - Signed Copies of Agreement**

After ratification by both parties, their representatives shall sign the ratified agreement within ten (10) work days of reaching a tentative agreement. There shall be six (6) signed copies for the purpose of the record: three (3) copies for the Board and three (3) copies for the Association.

**Article 26**  
**Staff Reduction**

**Section A - Reduction**

In the event that a professional staff reduction becomes necessary due to lack of finances, program reduction, or a decrease in student enrollment, the Employer may initiate staff reductions or layoffs.

No reduction of staff shall take place until all reasonable avenues of placement of teachers have been explored by the Board.

**Section B - Seniority Date**

Seniority date shall be either the date of Board approval of the teacher's initial contract with the district or the date of the first day worked, whichever comes first. A district-wide seniority list shall be established by the Board and presented to the Association. This list shall be updated periodically as Board action indicates losses or additions to the staff with a copy available to the Association upon request. Teachers on non-FMLA unpaid leaves will not accrue seniority.

**Section C - List Staff Needs**

Prior to layoff, the Board shall develop a list of necessary staff needs based upon the proposed educational program for the forthcoming school year.

**Section D - Teacher Refusal**

Refusal of a laid off teacher to accept a position for which the employee is qualified and certified will result in termination of services.

**Section E - Benefits**

Benefits for released teachers:

1. A teacher released because of staff reduction will be compensated for all of the employee's sick leave days, if so desired, at the employee's current per diem rate. A maximum of twenty (20) days will be paid for a teacher not recalled by September 1<sup>st</sup>.
2. A teacher who has been released because of staff reduction shall, if the employee so desires, have priority on the substitute list, according to seniority.
3. Provisions for early retirement shall be made for the teacher who may wish to so retire, provided there is no conflict with established state retirement policies.
4. Leaves of absence will be granted by the Board upon written request when reduction of staff is necessary in compliance with Article 13—Leaves of Absence.
5. During said reduction such reduced teachers shall receive no insurance benefits at Board expense. Terminated (laid off) teachers may elect to continue insurance benefits as described in Article 21, if available, at their own expense. This section is contingent upon approval of the insurance carriers and Board requirements for the payment of premiums.

## Article 27

### **Professional Relations Committee**

#### **Section A - Professional Relations Committee Structure**

The Board and the Association will establish a professional relations committee not to exceed eight (8) members (four from each party) which shall meet within ten (10) days of a request for a meeting by either of the parties, but in no instance more than once each month, except by mutual agreement. The purpose of this committee is to discuss and study matters of a mutual interest concerning the Woodhaven-Brownstown Schools and related personnel policies.

#### **Section B - Purpose of Meetings**

The purpose of these meetings shall be to provide a means whereby:

1. The items of concern to the Association may be brought to the attention of the Board representatives for consideration;
2. Items of concern to the Board representatives may be brought to the attention of the Association for consideration;
3. Information may be exchanged; and
4. A high level of mutual understanding may be maintained.

#### **Section C - Operation Procedures**

The operating procedures and meeting times for discussion of the committee shall be determined by the committee and reflected in the minutes of the initial meeting. The chair of the committee shall be rotated quarterly.

Article 28  
**School Improvement**

The Board of Education of the Woodhaven-Brownstown School District and the Woodhaven-Brownstown Education Association recognize the collaborative nature of the education of the students of the Woodhaven-Brownstown School District and the desirability and necessity of extending their collaborative efforts into the area of school improvement.

School improvement is a joint planning and problem-solving process that seeks to improve the quality of life in the school and the delivery of quality education.

The parties hereby agree that the following conditions shall govern teacher participation in all programs or projects in the areas of school improvement specifically the implementation of P.A. 25 of the state of Michigan and the Elementary & Secondary Education Act, No Child Left Behind Act of 2001, Public Law 107-110, (1/8/02), 20 USC 6301 et seq.

1. The collective bargaining agreement between the Board and the Union may not be modified in whole, or in part, except by mutual written agreement by the Association and the Board, after negotiations initiated by either party.
2. All teachers shall be offered the opportunity to participate in each activity. Participation on a school improvement committee is voluntary and shall not be part of a teacher's evaluation, or otherwise be used to discipline the teacher. When the S.I. plans/procedures are approved by the Board of Education, the appropriate teachers shall be subject to its content.
3. Each building shall have a school improvement team.
4. The school improvement team shall choose its own chairperson and secretary. Minutes shall be kept of all school improvement team committee and subcommittee meetings.
5. Each school improvement team shall set up its own operating procedures.
6. The district school improvement committee shall be established to advise the superintendent and the Board of Education.
7. The district school improvement committee will oversee the research, development, implementation and operation of any school improvement plan. The major emphasis of the committee will be in reviewing proposed actions by the building committees and facilitating agreements reached at the building level. The district S.I. committee shall not overrule the substantive plans of building school improvement teams.
8. If activities related to school improvement are scheduled during a teacher's regular work day, the teacher shall be released from duties without loss of pay to participate in those meetings. If such activities are scheduled beyond the teacher's regular work day, scheduling shall be done in such a way that the length of the teacher's day and the teacher's workload are not increased beyond current contractual limits.
9. The Union reserves all rights that it may have, under law of the collective bargaining agreement, to bargain with the Board before any action is taken that affects the bargaining unit members.
10. If any provision of this article or any application of this article 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 and applications shall continue in full force and effect.

11. This article shall not abridge the Board's rights under Article 3.
12. This article will not bypass Article 23 of this agreement.



Article 29  
**Seniority**

**Section A - Seniority Date**

Seniority date shall be either the date of Board approval of the teacher's initial contract with the district or the date of the first day worked, whichever comes first. A district-wide seniority list shall be established by the Board and presented to the Association. This list shall be updated periodically as Board action indicates losses or additions to the staff with a copy available to the Association upon request. Teachers on non-FMLA unpaid leaves will not accrue seniority.

**Section B - Super Seniority**

The Association president and the Union chief negotiator shall not be subject to layoff. The names of these two (2) individuals shall be presented to the Board prior to April 1<sup>st</sup> of each year.

**Section C - Seniority List**

The following procedures prevail when establishing a school district-wide seniority list:

1. In the conversion of years to days, all previous years shall be considered 186 days.
2. Portions of the first year worked will be figured on a per day basis from date of hire or first day worked.
3. Beginning September 1, 1983, teachers who are granted an unpaid leave by the Board shall not accrue seniority for the duration of that leave with the exception of unpaid medical leaves, which shall accrue seniority up to one (1) year.
4. In the circumstances of more than one (1) individual beginning on the same date, all individuals so affected will participate in a drawing to determine position on the seniority list. The Association and teacher(s) so affected will be notified, in writing, of the date, place and time of the drawing. The drawing shall be conducted openly and at a time and place which will reasonably allow affected teachers and Association representative to be in attendance.
5. If a seniority tie is created by an employee's non-accrual of seniority, such employee will be considered the lowest senior person among those with whom the employee is tied.
6. Beginning July 1, 1994, any W.B.E.A. member on a leave of absence or who becomes a Woodhaven-Brownstown School district administrator shall have their seniority retained and frozen while they hold an administrative position in Woodhaven-Brownstown.

Duration of Agreement

This agreement shall be effective as of September 1, 2018 and will extend to August 31, 2021.

Woodhaven-Brownstown School District  
Board of Education

Woodhaven-Brownstown  
Education Association

Cara Pimer

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President

Robert Harris

---

Secretary

Susan Nealey

---

President

Brian Reed

---

Keith Christnagel

---

Elizabeth Banker

---

Keith Weimer

**Schedule A**  
**Academic Salary Schedule**

**Section A**

**2018-19:** 1.5% on-schedule, 0.5% off-schedule

**2019-20:** 1.5% on-schedule

**2020-21:** 1.5% on-schedule

**2018/19 WBEA SALARY SCHEDULE**

Step	BA	BA+18	BA+30 MA	MA+15	MA+30 / ED Spec / 2nd MA	Doctorate
1	42,229	45,102	47,976	49,783	52,245	53,104
2	43,958	47,011	50,065	51,887	54,335	55,228
3	45,758	49,000	52,246	54,079	56,509	57,436
4	47,632	51,075	54,523	56,364	58,768	59,735
5	49,582	53,237	56,899	58,745	61,120	62,124
6	51,612	55,490	59,378	61,227	63,564	64,608
7	53,725	57,840	61,965	63,814	66,107	67,193
8	55,926	60,288	64,665	66,510	68,750	69,880
9	58,215	62,839	67,482	69,320	71,501	72,676
10	60,598	65,499	70,422	72,249	74,361	75,583
11	63,080	68,272	73,490	75,301	77,335	78,606
12	65,663	71,162	76,692	78,482	80,428	81,751
13	68,351	74,174	80,034	81,799	83,646	85,020
14	72,765	79,093	85,415	87,188	88,963	89,843

**2019/20 WBEA SALARY SCHEDULE**

Step	BA	BA+18	BA+30 MA	MA+15	MA+30 / ED Spec / 2nd MA	Doctorate
1	42,864	45,780	48,697	50,532	53,031	53,903
2	44,619	47,718	50,818	52,667	55,152	56,058
3	46,447	49,737	53,032	54,892	57,359	58,300
4	48,348	51,843	55,343	57,212	59,652	60,633
5	50,328	54,038	57,755	59,629	62,039	63,059
6	52,389	56,325	60,271	62,148	64,520	65,580
7	54,533	58,710	62,897	64,773	67,101	68,203
8	56,767	61,195	65,637	67,510	69,784	70,931
9	59,091	63,784	68,497	70,362	72,576	73,769
10	61,510	66,484	71,481	73,335	75,479	76,720
11	64,028	69,298	74,596	76,434	78,499	79,788
12	66,650	72,233	77,845	79,663	81,638	82,980
13	69,379	75,290	81,237	83,029	84,904	86,299
14	73,860	80,282	86,700	88,500	90,301	91,194

**2020/21 WBEA SALARY SCHEDULE**

Step	BA	BA+18	BA+30 MA	MA+15	MA+30 / ED Spec / 2nd MA	Doctorate
1	43,507	46,467	49,427	51,290	53,826	54,711
2	45,288	48,433	51,580	53,457	55,979	56,899
3	47,143	50,483	53,827	55,715	58,218	59,174
4	49,073	52,620	56,173	58,069	60,547	61,542
5	51,082	54,848	58,621	60,522	62,969	64,004
6	53,174	57,169	61,175	63,080	65,487	66,563
7	55,351	59,590	63,839	65,744	68,107	69,226
8	57,618	62,112	66,621	68,522	70,831	71,995
9	59,977	64,740	69,524	71,417	73,664	74,875
10	62,432	67,481	72,553	74,435	76,610	77,870
11	64,988	70,337	75,714	77,579	79,675	80,984
12	67,650	73,315	79,012	80,857	82,862	84,224
13	70,419	76,419	82,455	84,274	86,177	87,593
14	74,967	81,486	88,000	89,826	91,655	92,561

## **Benefit Reopeners**

There shall be benefit reopeners for the 2018-19, 2019-20 and 2020-21 school years. Should the Board and WBEA fail to reach an agreement on benefits on or before August 31 of each year, the Board shall provide benefits that are no greater than those in effect the previous year. Employees who receive health, dental, vision, prescription, and/or other insurance benefits shall pay any increased cost of maintaining those benefits after August 31.

## **Section B - Mid-Year Salary Schedule Placement**

- A. Any WBEA member hired after the start of the normal school year shall have their salary prorated, commensurate with their start date.
  
- B. Any WBEA member who takes a non-FMLA unpaid leave that is greater than 91 days in one school year shall remain at that year's step for the following school year.

## **Section C - Additional Salary Allowance**

Additional salary allowance shall be granted to all certified personnel for semester hours earned beyond their provisional certification as specified in the following pay classifications:

1. BA+18 semester hours
2. BA+30 semester hours
3. MA
4. MA+15 semester hours
5. MA+30 semester hours
6. Second MA
7. Education Specialist
8. Doctorate

Semester hours earned shall be in either a course relevant and meaningful to the teacher's area of instruction or a planned course of study beyond the bachelor's or master's degrees, contributing specifically to professional improvement in the field of education as determined by the degree granting institution.

Evidence for additional salary allowance shall be submitted to the personnel office in the form of official transcripts from the degree granting institution along with a letter from same indicating that hours earned are part of a planned course of study, if applicable. Official documents must be received by October 15<sup>th</sup> or March 1<sup>st</sup> of the current school semester for payment on the appropriate pay classification schedule for that semester.

## **Section D - Doctoral Allowance**

In the event an individual attains a doctorate, the employee will be compensated. The doctorate step will be added to the 1996-97 Schedule A to begin at \$650 beyond the MA+30 scale. In no way will additional hours beyond the education specialist degree be considered an equivalent for the doctorate.

**Section E - Experience Increments and Degree Changes**

In compliance with section 380.1250 of the Revised School Code, payment of the experience increments and compensation for degree changes and additional hours of coursework shall only be made for employees whose job performance, evaluated through a rigorous, transparent, and fair evaluation system, has been deemed at a level of effectiveness to warrant continued employment by the Board. Such payments will commence at the beginning of each school year for the duration of the contract.

**Section F – Longevity**

Employees who start the school year with 20-24 years and 25+ years of service in MPSERS, shall be provided an annual, lump sum longevity payment on the last pay of the school year. The employee must notify and provide documentation of years of service from the Office of Retirement Services (ORS) to the District Human Resources Office no later than the end of the first student day of the school year in September.

The District shall provide, annually, \$35,000 towards longevity payments. Longevity amounts will be determined by an 'X', '2X' formula; those with 25+ years of service shall receive a longevity payment twice the amount of those with 20-24 years of service.

**Schedule B**  
**Extracurricular Activities**

- A. No tenure applies in any of the following positions. Performance evaluations of bargaining unit members relative to Schedule B positions shall not affect a teacher's evaluation pursuant to Article 15 of this agreement.
- B. The Board does not have to fill any of the positions if it so desires except for the positions of the elementary and middle school unit leader, teacher as substitute, elementary splits, and secondary splits, and mentors. The Board retains the authority however not to fill any of the foregoing positions if such occurs as a result of change in the law or structural change in the curriculum delivery system.

The Board and the WBEA believe, that when qualified to do so, it is advantageous and desired for teachers in the District to also serve as coaches and sponsors. An interview committee comprised of two (2) administrators and two (2) WBEA appointed representatives will review all applications and conduct interviews. The Board and the WBEA agree that individuals selected to serve on interview committees will be qualified to judge the applicants and realize that participation on the committee may vary for each vacancy.

Hiring recommendations from the majority of the committee shall not be subject to the grievance process. Hiring recommendations that are split shall be subject to the grievance process.

In the event that no qualified individual of the bargaining unit applies for these positions, then they may be filled at the discretion of the Board. Bargaining unit members who resign their teaching position in the district will also relinquish all Schedule B positions.

- C. Stipends indicated below are the maximum paid of any one position except where indicated. Co-sponsoring is optional and stipend will then be divided unless otherwise indicated.
- D. In the event that all or any part of Schedule B activities may not be implemented due to a Board declared austerity period, individuals may petition the Board to carry on activities on a voluntary basis without compensation from the Woodhaven-Brownstown School District.
- E. Postings may require specific building assignments. During the months of August - May, vacancies shall be posted for five (5) days. During the months of June - July, vacancies shall be posted for fourteen (14) days. The basic terms and conditions shall be included in the posting.
- F. Vacancies shall result from voluntary relinquishment of the position, disqualification by the M.H.S.A.A. or other governing board, or involuntary removal from the position by the Board. Involuntary removal will result only for reasons, such as misconduct and/or unsatisfactory performance on a mutually agreed upon evaluation tool (see [addendum](#)) as shown pursuant to the Schedule B performance evaluation process and shall be based on just cause. Involuntary removal from a Schedule B position may be processed pursuant to the grievance procedure.

- G. All Schedule B employees with an assignment to a new sport or new academic position will serve a one (1) year probationary period, unless waived by supervisor. At the end of this probationary period, all employees will be evaluated by their supervisor as to the status of continued employment.
- H. Evaluation Procedures:  
Following satisfactory completion of the probationary period, the following shall apply:
- Step 1:* The supervisor meets with member before the season and explains the expectations in writing. This may be individual or group, if appropriate.
  - Step 2:* A folder is maintained by the appropriate Schedule B administrator (athletic director, building principal, personnel manager). The Association member places in this folder any items he/she feel support his/her performance (i.e., student participation, student or advisor awards, news articles, etc.). The supervisor may also add items to the folder (i.e., parent compliments or complaints), if signed. Any items in the folder must be acknowledged by the Association member.
  - Step 3:* The supervisor meets with the member during and after the season, reviews the portfolio, observations, evaluation, and determines whether the member's performance is satisfactory, needs improvement, or unsatisfactory. If needs improvement or unsatisfactory, the supervisor must indicate why in writing and what can be done during the remainder of the season and next season to become satisfactory. The supervisor must design a written improvement strategy which contains at least administrative directives, administrative assistance, and timelines to accomplish a satisfactory rating.
  - Step 4:* If the member's performance does not improve to a satisfactory level during or by the conclusion of the season for which the written improvement strategy is in place, the member may be involuntarily removed from the position.
- I. All teacher applicants will be notified of extracurricular assignment for the ensuing school year no later than the last day of school.
- J. A leave of absence, without pay, from a Schedule B position will, upon proper application made at least thirty (30) days prior to the commencement of the season/assignment and approval of the Board, be granted for a period not to exceed one (1) year to teachers who have seven (7) or more years of continuous service in the Schedule B position from which the leave is being requested and whose most recent Schedule B evaluation was satisfactory. A leave of absence for a teacher with less than seven (7) years of continuous service in the Schedule B position may be considered for approval on a case by case basis, with mutual agreement between the District and WBEA. All transfers and assignments to fill a leave of absence shall be temporary.
- K. Any percentage increase applied to Schedule A will be applied to Schedule B.



## Schedule B

### Salaries

Percentages based on BA Step 1

Varsity Head Coaches			Varsity Asst. Coaches		
Baseball	A	12.00%	Baseball	A	8.00%
Basketball - Boys	A	12.00%	Basketball - Boys	A	8.00%
Basketball - Girls	A	12.00%	Basketball - Girls	A	8.00%
Football	A	14.00%	Football	A	8.00%
Hockey	A	12.00%	Hockey	A	8.00%
Softball	A	12.00%	Softball	A	8.00%
Volleyball	A	12.00%	Volleyball	A	8.00%
Wrestling	A	12.00%	Wrestling	A	8.00%
Competitive Cheer	B	10.50%			
Soccer - Boys	B	10.50%	Soccer - Boys	B	7.00%
Soccer - Girls	B	10.50%	Soccer - Girls	B	7.00%
Swim - Boys	B	10.50%	Swim - Boys	B	7.00%
Swim - Girls	B	10.50%	Swim - Girls	B	7.00%
Tennis - Boys	B	10.50%			
Tennis - Girls	B	10.50%			
Track - Boys	B	10.50%	Track - Boys	B	7.00%
Track - Girls	B	10.50%	Track - Girls	B	7.00%
Bowling - Boys/Girls	C	9.00%	Bowling - Boys/Girls	C	6.00%
Cross Country - Boys	C	9.00%			
Cross Country - Girls	C	9.00%			
Dance	C	9.00%			
Golf - Boys	C	9.00%			
Golf - Girls	C	9.00%			
Sideline Cheer	C	9.00%			
JV Head Coaches			JV Asst. Coaches		
Baseball	A	8.00%	Baseball	A	5.33%
Basketball - Boys	A	8.00%	Basketball - Boys	A	5.33%
Basketball - Girls	A	8.00%	Basketball - Girls	A	5.33%
Football	A	8.00%	Football	A	5.33%
Softball	A	8.00%	Softball	A	5.33%
Volleyball	A	8.00%	Volleyball	A	5.33%
Competitive Cheer	B	6.50%			
Soccer - Boys	B	6.50%			
Soccer - Girls	B	6.50%			
Tennis - Boys	B	6.50%			
Tennis - Girls	B	6.50%			
Sideline Cheer	C	5.00%			

**Freshmen Head Coaches**

Baseball	A	8.00%
Basketball - Boys	A	8.00%
Basketball - Girls	A	8.00%
Football	A	8.00%
Softball	A	8.00%
Volleyball	A	8.00%

**Freshmen Asst. Coaches**

Baseball	A	5.33%
Basketball - Boys	A	5.33%
Basketball - Girls	A	5.33%
Football	A	5.33%
Softball	A	5.33%
Volleyball	A	5.33%

**M.S. Head Coaches**

Baseball - 7th grade	-	6.00%
Baseball - 8th grade	-	6.00%
Basketball - 7th grade boys	-	6.00%
Basketball - 8th grade boys	-	6.00%
Basketball - 7th grade girls	-	6.00%
Basketball - 8th grade girls	-	6.00%
Competitive Cheer	-	6.00%
Cross Country	-	6.00%
Football - 7th grade	-	6.00%
Football - 8th grade	-	6.00%
Sideline Cheer	-	6.00%
Soccer	-	6.00%
Softball - 7th grade	-	6.00%
Softball - 8th grade	-	6.00%
Swim	-	6.00%
Track - Boys	-	6.00%
Track - Girls	-	6.00%
Volleyball - 7th grade	-	6.00%
Volleyball - 8th grade	-	6.00%
Wrestling	-	6.00%

**M.S. Asst. Coaches**

Baseball - 7th grade	-	4.00%
Baseball - 8th grade	-	4.00%
Cross Country	-	4.00%
Football - 7th grade	-	4.00%
Football - 8th grade	-	4.00%
Softball - 7th grade	-	4.00%
Softball - 8th grade	-	4.00%
Swim	-	4.00%
Track - Boys	-	4.00%
Track - Girls	-	4.00%
Wrestling	-	4.00%

Home Event Manager	-	0.060%	per hour
Athletic Worker	-	0.070%	per game
Weight Training	-	4.50%	per season
Equestrian	-	4.50%	per season

\$500 stipends for additional asst. coaches  
as needed or when ratio is greater than 30 to 1

**High School Positions**

Advanced Placement Coordinator	3.00%
Sophomore Class Sponsor	2.00%
Junior Class Sponsor	4.00%
Senior Class Sponsor	4.00%
Debate Club	3.00%
National Honor Society	3.50%
Quiz Bowl	3.50%
Science Olympiad	3.50%
Social Studies Olympiad	3.50%
Other Clubs	3.00%
Department Head	9.25%
Band (per event)	3.00%
Chorus (per event)	3.00%
Newspaper	3.00%
Robotics	6.00%
Robotics Assistant	4.00%
Student Council	3.00%
Yearbook - curricular	3.00%
Yearbook - non-curricular	4.00%
Marching Band Director	9.00%
Marching Band Assistant Director	6.00%
Marching Band Assistants (max 5)	1.00%
Marching Band Camp Assistants (max 5)	1.00%
School Play (per approved play)	3.75%
Theatre Assistant (1 max/fall and winter)	1.88%
Theatre Choreographer (1 max/year)	1.88%
Theatre Musical Director (2 max/year)	1.88%
Maple Grove Tutoring	0.065%
E2020 Mentor	0.065%
CyberPatriots	3.50%
MIME Supervisor	2.40%
TAC Supervisor	2.40%
MIME Backup Supervisor	1.20%
PSAT/PLAN	0.600%

**Middle School Positions**

Art Show (per event)	1.50%
Band (per event)	3.00%
Chorus (per event)	3.00%
National Junior Honor Society	3.50%
Newspaper	1.50%
Robotics	4.00%
Robotics Assistant	2.67%
Student Council	2.50%
Unit Leaders	3.33%
Yearbook	4.00%
Theatre (per approved play)	2.50%
Theatre Assistants (1 max/performance)	0.97%
Freshman Class Sponsor	2.00%
PSAT Supervisor	2.40%

**Elementary School Positions**

Art Show (per event)	1.50%
Camp (per night)	0.40%
Choral Music/Gym Program (per event)	2.00%
Safety Patrol	1.55%
Split Classes	6.50%
Student Council	1.30%
Unit Leaders	3.33%
Extended Day	0.065%
Arrival/Dismissal (per building)	3.00%

**District-wide Positions**

Detention Monitor (per 60 minutes)	0.065%
Dual Prep (per semester/prep)	1.30%
Curriculum Study Council (per meeting)	0.065%
Substitute Principal	1.30%
Teacher as Substitute (per 60 minutes)	0.0685%
Summer School Principal (per 60 minutes)	0.080%
Summer School Teacher (per 60 minutes)	0.065%
Reproductive Health Coordinator	1.200%
Homebound Services (per 60 minutes)	0.0721%
Crisis Team	0.065%

**Schedule C**  
**Special Projects Teacher Guidelines**

It is agreed that Special Projects teaching positions will be posted that will conform to the "Special Projects Teaching Guidelines" developed jointly by the Administration and Association in August 1999. Teachers who volunteer for these positions will give up their rights under Article 10 Sections G and H for any sick days applied to this program.

The WBEA and the Woodhaven-Brownstown Board of Education have agreed to the following guidelines:

1. The special project must be of a professional nature, examples: tutoring, student supervision, curriculum development.
2. The special project must not replace a paid position.
3. The hours worked must be logged by the teacher, signed by the building principal, and turned in to the assistant superintendent monthly. All recorded activities will be rounded up to the half hour.
4. Maximum paid hours during a teacher's tenure with the district are determined by:

(Accrued sick days with a maximum of 90) (% of BA step 1 daily rate per Article 10, Section G or H)

Schedule C rate (1/6 of the BA step 1 daily rate) (N)

N = 1 if rate is 50% of BA step 1 daily rate

N = 1.5 if rate is 75% of BA step 1 daily rate

N = 2 if rate is 100% of BA step 1 daily rate

5. Any hours/days paid in connection with this program will result in a corresponding reduction in the teacher's sick leave accumulation under Article 10, Section A of the professional agreement between the Woodhaven-Brownstown School District and the Woodhaven-Brownstown Education Association. Any hours/days applied to this program may not be used as a sick day nor compensated for under Article 10, Sections G or H.
6. A teacher may assign this position at any time. The teacher will be compensated for the work done under the program.
7. A teacher who exceeds 13 absences (not school business) automatically resigns the Schedule C position.
8. Final accounting and pay for the special projects position will occur after the last student day each year, but before July 1.
9. Any dispute involving this position must be resolved through the grievance procedure.

## Schedule D

In order to accommodate rapidly changing needs for curriculum development and technological implementation, the Board and Association agree that the Board may design and post positions for work assignments beyond the teacher's normal work day that are created for a specified time period, such as a semester or a year. The Board does not have to fill any of the positions if it so desires. These positions shall not replace or conflict with any current Schedule B positions. These positions will be compensated at an hourly rate as follows: \$30 per hour with a minimum of 5 hours per project. Schedule D positions will be posted specifying the hours and hourly rate. The person awarded these positions shall be expected to turn in timesheets.

It is agreed that these assignments:

1. are voluntary
2. will be posted

Addendum  
**PLC Form**

“School Name”

**Professional Learning Community**

PLC Department:

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PLC Members:

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PLC Norms:

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Date of Meeting:

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Location:

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Agenda:

1.

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2.

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3.

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PLC Questions Addressed:

- What do we want students to learn?
- How will we know when they learn it?
- What will we do if they don't learn it?
- What will we do if they already know it?

PLC Meeting Notes/Minutes:

-

Addendum  
Insurance

	<b>Employer Paid **</b>	<b>Employee Paid</b>
<b>Medical</b>	<p><b>MESSA Choices</b> \$20/\$25/\$50 - Saver Rx - \$500/\$1,000 Or <b>MESSA ABC Plan 1</b> PPH HDHP - ABC Rx - \$1,350/\$2,700 Or <b>MESSA ABC Plan 2</b> PPO HDHP - ABC Rx - \$2,000/\$4,000 Or <b>MESSA ABC Plan 2</b> 20% co-insurance - PPO HDHP - ABC Rx - \$2,000/\$4,000</p>	<p>Anything over the capped amount See Article 23 - Insurance</p>
<b>Dental</b>	<p><b>Delta Dental - Full Family</b>  Class I: 100%    Class II: 90%    Class III: 90%  Annual Max: \$1,000  Orthodontics: 90%, \$900 lifetime max  No adult orthodontics</p>	10%
<b>Vision</b>	<b>VSP 3 - Full Family</b>	10%
<b>Term Life</b>	<b>Base Benefit Level - \$35,000</b>	Supplemental Life Dependent Life
<b>Disability Income</b>	<p><b>Long-term disability</b> If hired <i>after</i> July 1, 2006: 90-day waiting period, 70% monthly benefit, max \$5,000/month <b>Short-term disability</b> If hired <i>prior</i> to July 1, 2006: Eligible for teacher sick bank w/ WBEA approval after 30 work days</p>	<b>Long-term disability</b> After 365 day waiting period if hired <i>prior</i> to July 1, 2006
<b>Medical Expense Reimbursement * Section 125</b>	N/A	<b>Pre-tax dollars used for:</b> Deductibles Co-pays Non-covered and other expenses in accordance with IRS regulations \$2,500 max
<b>Dependent Care * Section 125</b>	N/A	<b>Pre-tax dollars used for:</b> Child Care Adult Care Other expenses in accordance with IRS regulations \$2,500 to \$5,000 max
<b>Supplemental Insurance * Section 125</b>	N/A	AFLAC Supplemental

\* Section 125 - These benefits may be elected at the employee's expense with pre-tax, payroll deducted dollars

\*\* For qualified employees

**Addendum**  
**Coaches Evaluation Rubrics**

**Varsity Head Coach - Evaluation Rubric**

**1. ADMINISTRATIVE AND ORGANIZATIONAL SKILLS**

	Satisfactory - 2	Needs Improvement - 1	Unsatisfactory - 0
Compliance with MHSAA and league rules, regulations, and deadlines.	Coach independently knows and complies with MHSAA and league rules, regulations, and deadlines without directive.	Coach needs regular redirection in being compliant with MHSAA and league rules, regulations, and deadlines.	Coach does not know and is not compliant with MHSAA and league rules, regulations, and deadlines.
Adherence to athletic office and District rules, regulations, and deadlines.	Coach independently knows and complies with athletic office and District rules, regulations, and deadlines without directive.	Coach needs regular redirection in being compliant with athletic office and District rules, regulations, and deadlines.	Coach does not know and is not compliant with athletic office and District rules, regulations, and deadlines.
Care for Equipment and Facilities	Coach keeps equipment organized and inventoried. Needs are communicated. Facilities are supervised, secured, and cared for.	Coach collects, but does not organize equipment. Needs are not communicated in a timely manner.	Coach does not organize and inventory equipment. Equipment needs are not communicated. Facilities are not supervised, secured, and/or cared for.
Flexibility	Coach makes practice and scheduling adjustments when necessary.	Coach is resistant to make practice and scheduling adjustments and will only do so when directed.	Coach is argumentative and/or refuses to make practice and scheduling adjustments when necessary.
Health and Safety Standards	Coach completes the required health and safety trainings (i.e., CPR/first aid, concussion, etc.) and always follows injury and concussion protocols and guidelines.	Coach needs to be reminded to complete the required health and safety trainings (i.e., CPR/first aid, concussion, etc.) and to always follow injury and concussion protocols and guidelines.	Coach does not complete the required health and safety trainings (i.e., CPR/first aid, concussion, etc.) and does not follow injury and concussion protocols and guidelines.
Fundraising and Cash Handling	Coach follows all District guidelines, procedures, and timelines for fundraising and cash handling.	Coach needs assistance and reminders to follow all District guidelines, procedures, and timelines for fundraising and cash handling.	Coach does not follow District guidelines, procedures, and timelines for fundraising and cash handling.



## 2. PROGRAM DEVELOPMENT/CULTURE

	Satisfactory - 2	Needs Improvement - 1	Unsatisfactory - 0
Leadership	Coach is responsible for development and vertical alignment of the program, while clearly serving as the face of the program.	Coach is engaged in the program, however, there are gaps in the development and/or vertical alignment of the program.	The coach's program lacks alignment and/or the program lacks an identity. Coach is disengaged at all levels.
Communication of Vision	Coach communicates a clear and concise vision as well as guidelines for the team and program.	Coach needs improvement in communicating a clear and concise vision and guidelines for the team and program.	Coach has not communicated and/or has not developed a clear and concise vision as well as guidelines for the team and program.
Effort	Coach puts in the time, effort, and energy necessary for a successful program.	Coach puts in minimal time, effort, and energy to the program.	On multiple occasions, coach has missed, cancelled, and/or been late to practices, games, and team/department meetings.
Trust	Coach has earned the trust and respect of stakeholders.	Coach's actions lead to some level of conflict with certain stakeholder groups.	Coach is engaged in regular conflict with multiple stakeholder groups.
Accountability	Coach promotes a standard of excellence in ethics, integrity, sportsmanship, and leadership and holds all in the program accountable to these standards.	Coach needs improvement in promoting a standard of excellence in ethics, integrity, sportsmanship, and leadership and/or holding all in the program accountable to these standards.	Coach and/or program do not adhere to a standard of excellence in ethics, integrity, sportsmanship, and leadership; coach does not hold all in the program accountable to these standards.
Delegation	Coach listens to and seeks input from other program coaches, and then delegates responsibilities to provide shared leadership opportunities within the program.	Coach needs improvement in listening to, seeking input from, and/or delegating responsibility to others in the program.	Coach does not listen to or seek input from other program coaches. Opportunities for responsibility and shared leadership are not provided.
Enthusiasm	Coach is passionate about the sport and it is evident by a high level of enthusiasm for the sport/program.	Coach's passion for the sport is not always evident.	Coach displays no passion for the sport, resulting in little or no enthusiasm throughout the program.

### 3. STUDENT ATHLETE DEVELOPMENT

	Satisfactory - 2	Needs Improvement - 1	Unsatisfactory - 0
Knowledge and skills	Coach maintains up-to-date knowledge of the skills, rules, strategies, and safety precautions of the sport.	Coach makes only some effort to stay up-to-date and implement skills, rules, strategies, and safety precautions of the sport.	Coach's knowledge is limited and/or not up-to-date.
Role defining – maximizing student athlete potential	Coach has effectively established and communicated student athlete roles.	Coach's actions have led to isolated incidents of student athletes not accepting their role on the team.	Coach's actions have led to numerous student athletes not accepting their role on the team.
Promoting multisport athletes	Coach strongly promotes and supports student to be multi-sport athletes.	Some coach's actions restrict student ability to be multi-sport athletes.	Coach directly, and/or indirectly, discourages students to be multi-sport athletes.
Academics	Coach creates a culture of academic importance by monitoring academic performance throughout the season by taking an active role in assisting students.	Coach reacts to academic monitoring provided by athletic office.	Coach does not abide by the rules of academic eligibility and places no value on academics.
Sportsmanship	Coach and athletes demonstrate respect to opponents, officials, and fans and encourages others to do the same.	Coach and/or athletes demonstrate some respect, but not at all times and towards all parties.	There are repeated and/or serious conflicts between coaches and/or athletes and opponents, officials, and fans throughout the season.
Responsibility and discipline	Coach always takes responsibility for athlete behavior and discipline as a member of the team/program.	Coach is inconsistent in taking responsibility for athlete behavior and discipline as a member of the team/program.	Coach doesn't have and/or enforce a set of expectations for student behavior.
Positive coaching	Coach always provides sound and constructive instruction in a respectful and encouraging manner.	Coach occasionally provides instruction in a discouraging manner.	Coach provides instruction and direction in a negative and demeaning manner.
Character and leadership building	Coach is always able to challenge, teach, and instill confidence in athletes while building character and leadership skills.	Coach has an apathetic approach to adversity, potentially negatively impacting student confidence and leadership skills.	Coach's actions results in student athletes' lack of confidence and leadership skills.
Preparation	Coach employs appropriate preparation strategies for practices and games.	Coach's practices are repetitive and not differentiated in response to individual and/or team needs.	Coach's practices are unorganized and games are reflective of such.
Fundamentals	Coach has strong knowledge of fundamentals and skills required.	Coach needs improvement in the fundamentals and skills required.	Coach has little to no knowledge of fundamentals and skills required.

#### 4. COMMUNICATION AND RELATIONSHIPS

	Satisfactory - 2	Needs Improvement - 1	Unsatisfactory - 0
Athletic department	Coach's communications with the athletic department are timely, transparent, and proactive.	Coach needs frequent reminders on communicating.	Coach provides little or late communication on requirements, needs, and problems.
Student athletes	Coach's communications with student athletes are timely, respectful, and proactive.	Coach provides infrequent communication with student athletes and/or does not address issues in a timely manner.	Coach's communication is reactive, disrespectful or inappropriate with student athletes.
Parents	Coach's communications with parents are timely, respectful, and proactive.	Coach provides infrequent communication with parents and/or does not address issues in a timely manner.	Coach's communication is reactive, disrespectful or inappropriate with parents.
Boosters	Coach will be involved with the athletic boosters and will encourage participation in booster club activities.	Coach will discuss booster club activities at parent meeting, but does not promote ongoing participation.	Coach has no involvement with the booster club and does not promote participation.
Other district coaches	Coach is a positive supporter of other coaches, programs, and all student athletes.	Coach's focus is solely on their own program/team.	Coach is negative about other District programs and/or teams.
Campus and community involvement	Coach provides opportunities for student athletes to be engaged in campus and/or community service activities.	Little to no student participation in opportunities for campus and/or community service activities.	Coach does not provide opportunities for student athletes to be engaged in campus and/or community service activities.

Scoring:

58 total points possible

43 – 58 points: Satisfactory

34 – 42 points: Needs Improvement

0 – 33 points: Unsatisfactory

## Sub-Varsity Head Coach - Evaluation Rubric

### 1. ADMINISTRATIVE AND ORGANIZATIONAL SKILLS

	Satisfactory - 2	Needs Improvement - 1	Unsatisfactory - 0
Compliance with MHSAA and league rules, regulations, and deadlines.	Coach independently knows and complies with MHSAA and league rules, regulations, and deadlines without directive.	Coach needs regular redirection in being compliant with MHSAA and league rules, regulations, and deadlines.	Coach does not know and is not compliant with MHSAA and league rules, regulations, and deadlines.
Adherence to athletic office and District rules, regulations, and deadlines.	Coach independently knows and complies with athletic office and District rules, regulations, and deadlines without directive.	Coach needs regular redirection in being compliant with athletic office and District rules, regulations, and deadlines.	Coach does not know and is not compliant with athletic office and District rules, regulations, and deadlines.
Care for Equipment and Facilities	Coach keeps equipment organized and inventoried. Needs are communicated. Facilities are supervised, secured, and cared for.	Coach collects, but does not organize equipment. Needs are not communicated in a timely manner.	Coach does not organize and inventory equipment. Equipment needs are not communicated. Facilities are not supervised, secured, and/or cared for.
Flexibility	Coach makes practice and scheduling adjustments when necessary.	Coach is resistant to make practice and scheduling adjustments and will only do so when directed.	Coach is argumentative and/or refuses to make practice and scheduling adjustments when necessary.
Health and Safety Standards	Coach completes the required health and safety trainings (i.e., CPR/first aid, concussion, etc.) and always follows injury and concussion protocols and guidelines.	Coach needs to be reminded to complete the required health and safety trainings (i.e., CPR/first aid, concussion, etc.) and to always follow injury and concussion protocols and guidelines.	Coach does not complete the required health and safety trainings (i.e., CPR/first aid, concussion, etc.) and does not follow injury and concussion protocols and guidelines.
Fundraising and Cash Handling	Coach follows all District guidelines, procedures, and timelines for fundraising and cash handling.	Coach needs assistance and reminders to follow all District guidelines, procedures, and timelines for fundraising and cash handling.	Coach does not follow District guidelines, procedures, and timelines for fundraising and cash handling.

## 2. PROGRAM DEVELOPMENT/CULTURE

	Satisfactory - 2	Needs Improvement - 1	Unsatisfactory - 0
Leadership	Coach accepts and embraces role within the program. Coach demonstrates commitment to the Varsity coach and supports continuity throughout the program.	Coach is engaged in the program, however, there are gaps in the development and/or vertical alignment of the program.	The coach does not accept role within the program. Coach refuses to implement Varsity coach's program guidelines.
Effort	Coach puts in the time, effort, and energy necessary for a successful program.	Coach puts in minimal time, effort, and energy to the program.	On multiple occasions, coach has missed, cancelled, and/or been late to practices, games, and team/department meetings.
Trust	Coach has earned the trust and respect of stakeholders.	Coach's actions lead to some level of conflict with certain stakeholder groups.	Coach is engaged in regular conflict with multiple stakeholder groups.
Accountability	Coach promotes a standard of excellence in ethics, integrity, sportsmanship, and leadership and holds all in the program accountable to these standards.	Coach needs improvement in promoting a standard of excellence in ethics, integrity, sportsmanship, and leadership and/or holding all in the program accountable to these standards.	Coach and/or program do not adhere to a standard of excellence in ethics, integrity, sportsmanship, and leadership; coach does not hold all in the program accountable to these standards.
Delegation	Coach listens to and seeks input from other program coaches, and then delegates responsibilities to provide shared leadership opportunities within the program.	Coach needs improvement in listening to, seeking input from, and/or delegating responsibility to others in the program.	Coach does not listen to or seek input from other program coaches. Opportunities for responsibility and shared leadership are not provided.
Enthusiasm	Coach is passionate about the sport and it is evident by a high level of enthusiasm for the sport/program.	Coach's passion for the sport is not always evident.	Coach displays no passion for the sport, resulting in little or no enthusiasm throughout the program.

### 3. STUDENT ATHLETE DEVELOPMENT

	Satisfactory - 2	Needs Improvement - 1	Unsatisfactory - 0
Knowledge and skills	Coach maintains up-to-date knowledge of the skills, rules, strategies, and safety precautions of the sport.	Coach makes only some effort to stay up-to-date and implement skills, rules, strategies, and safety precautions of the sport.	Coach's knowledge is limited and/or not up-to-date.
Role defining – maximizing student athlete potential	Coach has effectively established and communicated student athlete roles.	Coach's actions have led to isolated incidents of student athletes not accepting their role on the team.	Coach's actions have led to numerous student athletes not accepting their role on the team.
Promoting multisport athletes	Coach strongly promotes and supports student to be multi-sport athletes.	Some coach's actions restrict student ability to be multi-sport athletes.	Coach directly, and/or indirectly, discourages students to be multi-sport athletes.
Academics	Coach creates a culture of academic importance by monitoring academic performance throughout the season by taking an active role in assisting students.	Coach reacts to academic monitoring provided by athletic office.	Coach does not abide by the rules of academic eligibility and places no value on academics.
Sportsmanship	Coach and athletes demonstrate respect to opponents, officials, and fans and encourages others to do the same.	Coach and/or athletes demonstrate some respect, but not at all times and towards all parties.	There are repeated and/or serious conflicts between coaches and/or athletes and opponents, officials, and fans throughout the season.
Responsibility and discipline	Coach always takes responsibility for athlete behavior and discipline as a member of the team/program.	Coach is inconsistent in taking responsibility for athlete behavior and discipline as a member of the team/program.	Coach doesn't have and/or enforce a set of expectations for student behavior.
Positive coaching	Coach always provides sound and constructive instruction in a respectful and encouraging manner.	Coach occasionally provides instruction in a discouraging manner.	Coach provides instruction and direction in a negative and demeaning manner.
Character and leadership building	Coach is always able to challenge, teach, and instill confidence in athletes while building character and leadership skills.	Coach has an apathetic approach to adversity, potentially negatively impacting student confidence and leadership skills.	Coach's actions results in student athletes' lack of confidence and leadership skills.
Preparation	Coach employs appropriate preparation strategies for practices and games.	Coach's practices are repetitive and not differentiated in response to individual and/or team needs.	Coach's practices are unorganized and games are reflective of such.
Fundamentals	Coach has strong knowledge of fundamentals and skills required.	Coach needs improvement in the fundamentals and skills required.	Coach has little to no knowledge of fundamentals and skills required.

#### 4. COMMUNICATION AND RELATIONSHIPS

	Satisfactory - 2	Needs Improvement - 1	Unsatisfactory - 0
Athletic department	Coach's communications with the athletic department are timely, transparent, and proactive.	Coach needs frequent reminders on communicating.	Coach provides little or late communication on requirements, needs, and problems.
Student athletes	Coach's communications with student athletes are timely, respectful, and proactive.	Coach provides infrequent communication with student athletes and/or does not address issues in a timely manner.	Coach's communication is reactive, disrespectful or inappropriate with student athletes.
Parents	Coach's communications with parents are timely, respectful, and proactive.	Coach provides infrequent communication with parents and/or does not address issues in a timely manner.	Coach's communication is reactive, disrespectful or inappropriate with parents.
Boosters	Coach will be involved with the athletic boosters and will encourage participation in booster club activities.	Coach will discuss booster club activities at parent meeting, but does not promote ongoing participation.	Coach has no involvement with the booster club and does not promote participation.
Other district coaches	Coach is a positive supporter of other coaches, programs, and all student athletes.	Coach's focus is solely on their own program/team.	Coach is negative about other District programs and/or teams.
Campus and community involvement	Coach provides opportunities for student athletes to be engaged in campus and/or community service activities.		Coach does not provide opportunities for student athletes to be engaged in campus and/or community service activities.

#### Scoring:

56 total points possible

42 – 56 points: Satisfactory

33 – 41 points: Needs Improvement

0 – 32 points: Unsatisfactory

## Assistant Coach - Evaluation Rubric

### 1. ADMINISTRATIVE AND ORGANIZATIONAL SKILLS

	Satisfactory - 2	Needs Improvement - 1	Unsatisfactory - 0
Compliance with MHSAA and league rules, regulations, and deadlines.	Coach independently knows and complies with MHSAA and league rules, regulations, and deadlines without directive.	Coach needs regular redirection in being compliant with MHSAA and league rules, regulations, and deadlines.	Coach does not know and is not compliant with MHSAA and league rules, regulations, and deadlines.
Adherence to athletic office and District rules, regulations, and deadlines.	Coach independently knows and complies with athletic office and District rules, regulations, and deadlines without directive.	Coach needs regular redirection in being compliant with athletic office and District rules, regulations, and deadlines.	Coach does not know and is not compliant with athletic office and District rules, regulations, and deadlines.
Care for Equipment and Facilities	Coach keeps equipment organized and inventoried. Needs are communicated. Facilities are supervised, secured, and cared for.	Coach collects, but does not organize equipment. Needs are not communicated in a timely manner. Facilities have been left unsupervised, unsecured, and/or uncared for.	Coach does not organize and inventory equipment. Equipment needs are not communicated. Facilities are not supervised, secured, and/or cared for.
Health and Safety Standards	Coach completes the required health and safety trainings (i.e., CPR/first aid, concussion, etc.) and always follows injury and concussion protocols and guidelines.	Coach needs to be reminded to complete the required health and safety trainings (i.e., CPR/first aid, concussion, etc.) and to always follow injury and concussion protocols and guidelines.	Coach does not complete the required health and safety trainings (i.e., CPR/first aid, concussion, etc.) and does not follow injury and concussion protocols and guidelines.



## 2. PROGRAM DEVELOPMENT/CULTURE

	Satisfactory - 2	Needs Improvement - 1	Unsatisfactory - 0
Program Commitment	Coach accepts and embraces role within the program. Coach demonstrates commitment to the head coach and supports continuity throughout the program.	Coach is engaged in the program, however, there are gaps in the development and/or commitment to the program.	The coach does not accept role within the program and/or refuses to implement the head coach's program guidelines.
Effort	Coach puts in the time, effort, and energy necessary for a successful program.	Coach puts in minimal time, effort, and energy to the program.	On multiple occasions, coach has missed, cancelled, and/or been late to practices, games, and team/department meetings.
Trust	Coach has earned the trust and respect of stakeholders.	Coach's actions lead to some level of conflict with certain stakeholder groups.	Coach is engaged in regular conflict with multiple stakeholder groups.
Accountability	Coach promotes a standard of excellence in ethics, integrity, sportsmanship, and leadership and holds all in the program accountable to these standards.	Coach needs improvement in promoting a standard of excellence in ethics, integrity, sportsmanship, and leadership and/or holding all in the program accountable to these standards.	Coach and/or program do not adhere to a standard of excellence in ethics, integrity, sportsmanship, and leadership; coach does not hold all in the program accountable to these standards.
Enthusiasm	Coach is passionate about the sport and it is evident by a high level of enthusiasm for the sport/program.	Coach's passion for the sport is not always evident.	Coach displays no passion for the sport, resulting in little or no enthusiasm throughout the program.

### 3. STUDENT ATHLETE DEVELOPMENT

	Satisfactory - 2	Needs Improvement - 1	Unsatisfactory - 0
Knowledge and skills	Coach maintains up-to-date knowledge of the skills, rules, strategies, and safety precautions of the sport.	Coach makes only some effort to stay up-to-date and implement skills, rules, strategies, and safety precautions of the sport.	Coach's knowledge is limited and/or not up-to-date.
Role defining – maximizing student athlete potential	Coach has effectively established and communicated student athlete roles.	Coach's actions have led to isolated incidents of student athletes not accepting their role on the team.	Coach's actions have led to numerous student athletes not accepting their role on the team.
Promoting multisport athletes	Coach strongly promotes and supports student to be multi-sport athletes.	Some coach's actions restrict student ability to be multi-sport athletes.	Coach directly, and/or indirectly, discourages students to be multi-sport athletes.
Academics	Coach creates a culture of academic importance by monitoring academic performance throughout the season by taking an active role in assisting students.	Coach reacts to academic monitoring provided by athletic office.	Coach does not abide by the rules of academic eligibility and places no value on academics.
Sportsmanship	Coach and athletes demonstrate respect to opponents, officials, and fans and encourages others to do the same.	Coach and/or athletes demonstrate some respect, but not at all times and towards all parties.	There are repeated and/or serious conflicts between coaches and/or athletes and opponents, officials, and fans throughout the season.
Responsibility and discipline	Coach always takes responsibility for athlete behavior and discipline as a member of the team/program.	Coach is inconsistent in taking responsibility for athlete behavior and discipline as a member of the team/program.	Coach doesn't have and/or enforce a set of expectations for student behavior.
Positive coaching	Coach always provides sound and constructive instruction in a respectful and encouraging manner.	Coach occasionally provides instruction in a discouraging manner.	Coach provides instruction and direction in a negative and demeaning manner.
Character and leadership building	Coach is always able to challenge, teach, and instill confidence in athletes while building character and leadership skills.	Coach has an apathetic approach to adversity, potentially negatively impacting student confidence and leadership skills.	Coach's actions results in student athletes' lack of confidence and leadership skills.
Preparation	Coach employs appropriate preparation strategies for practices and games.	Coach's practices are repetitive and not differentiated in response to individual and/or team needs.	Coach's practices are unorganized and games are reflective of such.
Fundamentals	Coach has strong knowledge of fundamentals and skills required.	Coach needs improvement in the fundamentals and skills required.	Coach has little to no knowledge of fundamentals and skills required.

#### 4. COMMUNICATION AND RELATIONSHIPS

	Satisfactory - 2	Needs Improvement - 1	Unsatisfactory - 0
Athletic department	Coach's communications with the athletic department are timely, transparent, and proactive.	Coach needs frequent reminders on communicating.	Coach provides little or late communication on requirements, needs, and problems.
Student athletes	Coach's communications with student athletes are timely, respectful, and proactive.	Coach provides infrequent communication with student athletes and/or does not address issues in a timely manner.	Coach's communication is reactive, disrespectful or inappropriate with student athletes.
Parents	Coach's communications with parents are timely, respectful, and proactive.	Coach provides infrequent communication with parents and/or does not address issues in a timely manner.	Coach's communication is reactive, disrespectful or inappropriate with parents.
Boosters	Coach will be involved with the athletic boosters and will encourage participation in booster club activities.	Coach will discuss booster club activities at parent meeting, but does not promote ongoing participation.	Coach has no involvement with the booster club and does not promote participation.
Other district coaches	Coach is a positive supporter of other coaches, programs, and all student athletes.	Coach's focus is solely on their own program/team.	Coach is negative about other District programs and/or teams.
Campus and community involvement	Coach provides opportunities for student athletes to be engaged in campus and/or community service activities.		Coach does not provide opportunities for student athletes to be engaged in campus and/or community service activities.

#### Scoring:

50 total points possible

37 – 50 points: Satisfactory

29 – 36 points: Needs Improvement

0 – 28 points: Unsatisfactory

**Memorandum of Understanding**  
**Half-Step Salary Schedule**

WBEA employees on a half-step for the 2017/18 school year shall be placed at the next appropriate higher step above the half-step they otherwise would be placed at for the 2018/19 school year.

*i.e. - an employee at step 9.5 in the 2017/18 school year would normally go to step 10.5; they will instead be placed at step 11*

**Memorandum of Understanding**  
**School Calendar**

With regard to the calendar for the 2019/20 and 2020/21 school years, the Woodhaven-Brownstown School District (Board) and the Woodhaven-Brownstown Education Association (WBEA) mutually agree as follows:

1. A committee comprised of representatives that represent (minimally) the Board and the WBEA will explore options, and potentially make a recommendation, for starting school before Labor Day, potentially impacting first-day of school, orientations, open houses, mid-winter, etc.
2. Should a legislative change take place allowing required professional development time to be counted in contact-time calculations, the Board and the WBEA shall reconvene to discuss potential calendar changes.