MASTER AGREEMENT

BETWEEN

WEBBERVILLE BOARD OF EDUCATION

AND

WEBBERVILLE EDUCATION ASSOCIATION

JULY 1, 2010 – JUNE 30, 2013

TABLE OF CONTENTS

ARTICLE 1
Recognition

A. The Webberville Board of Education, herein after referred to as the BOARD, hereby recognizes the Webberville Education Association, herein after referred to as the ASSOCIATION as the exclusive bargaining representative, as defined in Section II of Act 379 of Public Acts of 1965, for all classroom teachers, counselors, librarians and social workers.

B. The BOARD agrees not to negotiate with any teachers' organization other than the ASSOCIATION for the duration of this Agreement.

ARTICLE 2
Teacher Rights

A. Pursuant to Act 379 of the Public Acts of 1965, the BOARD hereby agrees that every teacher, guidance counselor, and librarian employee of the BOARD shall have the right to organize, join, and support the ASSOCIATION for the purpose of engaging in collective bargaining, negotiation, or other lawful activities for mutual aid and protection.

B. Nothing contained herein shall be construed to deny any teacher of or to restrict any teacher from rights he/she may have under the Michigan General School Laws or other applicable laws and regulations.

C. Both the BOARD and the ASSOCIATION recognize the right of the other to invoke the assistance of the State Mediation Board.

D. The ASSOCIATION and its members shall have the right to use school building facilities for meeting according to a schedule arranged with the Superintendent. No teacher shall be prevented from wearing insignia or other identification of membership in the ASSOCIATION, within the confines of normal dress, either on or off school premises.

E. In response to reasonable requests, the BOARD agrees to furnish to the ASSOCIATION all available information concerning the financial resources of the district, including but not limited to: annual financial reports and audits; register of certificated personnel; tentative budgetary requirements and allocations; agendas, minutes, and treasurers' reports of all BOARD meetings; membership data; names and addresses of all teachers, salaries paid thereto, degrees held, plus credits beyond, if possible, and such other information as will assist the ASSOCIATION in developing informed and constructive programs on behalf of the teachers and their students. However, in the event the estimated cost for furnishing the information exceeds fifty dollars ($50), the BOARD reserves the right to charge the ASSOCIATION for the cost. The cost and timelines shall be calculated in accordance with the Michigan Freedom of Information Act and the Public Employment Relations Act.

F. The BOARD shall notify the ASSOCIATION President on any major modification of fiscal, budgetary, or tax programs; construction programs; proposals for additional operational or building millage; or major revisions of educational policy which are proposed or under consideration, and the ASSOCIATION shall be given the opportunity

to advise the BOARD with respect to said matters prior to their adoption and/or general publication.

G. Membership in the ASSOCIATION shall not grant immunity to any teacher concerning teacher obligations.

H. At each regular BOARD meeting, the BOARD shall place on the agenda, as an item of new business, any matters brought for its consideration by the ASSOCIATION President, so long as those matters are made known to the Superintendent's office seven (7) calendar days prior to said regular meeting, except in emergency.

I. The provisions of this Agreement and the wages, hours, terms and conditions of employment shall be applied to all employees without regard to race, creed, religion, color, national origin, sex, marital or parental status, height, weight, disability, membership in or association with the activities of any employee organization, except as may otherwise be specified in this Agreement. Discrimination complaints within the jurisdiction of a state or federal agency arising out of this provision shall not be subject to the arbitration step of the grievance procedure, unless the relief/remedy requested through the grievance procedure cannot be granted within the jurisdiction of the state or federal agency.

ARTICLE 3
Rights of the Board

A. The ASSOCIATION recognizes that the BOARD has the responsibility and authority to manage and direct all of the operations and activities of the District to the full extent authorized by law and that, except as otherwise modified by a specific term of this Agreement, the BOARD retains all such rights. These rights, except as so modified herein, include the rights to:

1. Carry out the executive management and administrative control of the district, its properties and facilities, and the activities of its employees during their working hours.

2. Hire all teachers and, subject to the provisions of the law, determine their qualifications and conditions for their continued employment or their dismissal or demotion or the promotion or transfer of all such employees.

3. Establish levels and courses of instruction, including special programs, and provide for the athletic, recreational, and social events for students, all as deemed necessary and advisable by the BOARD. Teachers' recommendations are to be valued by the BOARD.

4. Select, approve, and purchase the textbooks to be used by the students. Monitor the use of other teaching materials, the means and methods of instruction, and the use of teaching aids of all types. Teachers' recommendations are to be valued by the BOARD.

B. Except as otherwise provided herein, all rules, regulations, policies, procedures, and practices of the BOARD shall remain in full force and effect. They may be changed and updated from time to time, but in no way shall they conflict with any of the provisions set forth in this Agreement.

C. The BOARD has the right to determine class schedules, hours of instruction and the duties, responsibilities, and assignments of employees with respect thereto. The exercise of the powers, duties, and responsibilities by the BOARD; the adoption of policies, rules, and regulations in furtherance thereof; and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this Agreement.

ARTICLE 4
Professional Dues or Fees and Payroll Deductions

A. Any teacher who is a member of the ASSOCIATION, or who has applied for membership, shall sign and deliver to the BOARD an assignment authorizing deduction of membership dues in the local ASSOCIATION, including the NEA and the MEA. Such authorization shall continue in effect from year to year unless revoked in writing between June 1 and September 1 of any year. Pursuant to such authorization, the BOARD shall deduct the total local dues from the first pay in October. Further, the BOARD shall deduct one-tenth (1/10) of the MEA and NEA dues from the second regular salary check of the teacher each month for ten months, beginning in September and ending in June of each year. Deductions for teachers employed after the commencement of the school year shall be appropriately prorated to complete payments by the following June.

B. As a condition of continued employment, any teacher who is not a member of the ASSOCIATION in good standing, or who does not make application for membership within thirty (30) calendar days from the date of employment shall pay a Representation Service Fee to the ASSOCIATION in an amount not to exceed ASSOCIATION dues. The teacher may authorize payroll deduction for such fee in the same manner as provided for deduction of ASSOCIATION dues.

Any non-member who makes objection pursuant to the ASSOCIATION'S "Policy Regarding Objections To Political-Ideological Expenses," and the "Objections To Political-Ideological Expenditures Administrative Procedures" (hereinafter referred to as the ASSOCIATION'S Policy and Procedures) shall be required to pay a reduced Representation Fee to the full extent permitted by state and federal law. The Objecting non-member's exclusive remedy shall be through the ASSOCIATION'S Policy and Procedures. The non-member may authorize payroll deduction for such fees in the same manner as provided for member's dues. The ASSOCIATION shall provide to all non-members copies of the ASSOCIATION'S Policy and Procedures.

In the event a teacher shall not pay such Representation Service Fee directly to the ASSOCIATION or authorize payment thereof through payroll deduction, the BOARD shall, upon completion of the procedures contained herein, at the request of the ASSOCIATION and pursuant to MCLA 408.477; MSA 17.277(7), deduct the fee from the teacher's wages and remit same to the ASSOCIATION. Payroll deduction made pursuant to this provision shall be made in the same manner as provided for deduction of ASSOCIATION dues.

The ASSOCIATION in all cases of mandatory fee deduction pursuant to MCLA 408.477; MSA 17.277(7) shall notify the teacher of non-compliance by certified mail. Said notice shall detail the non-compliance and shall provide ten (10) calendar days for compliance, and shall further advise the teacher that a request for wage deduction may be filed with

the BOARD in the event compliance is not effected. If the teacher fails to remit the fee or fails to authorize deduction for same, the ASSOCIATION may notify the BOARD to make the deduction. The BOARD, upon receipt of notification for involuntary deduction, shall provide the bargaining unit member with an opportunity for a due process hearing. This hearing shall address the question of whether the bargaining unit member has remitted the Service Fee to the ASSOCIATION or authorized payroll deduction of same. Such hearing shall be completed within five (5) calendar days of the receipt, by the District, of the "Association Notification of Non-compliance and Request for Involuntary Deduction". Involuntary deduction shall commence with the next pay following the due process hearing.

A teacher contesting the appropriate amount of the fee to be deducted must exhaust the internal Administrative Procedures of the ASSOCIATION. The remedies of such procedures for the bargaining unit member shall be exclusive, and unless and until such procedures, including any administrative or judicial review thereof, shall have been exhausted, no dispute, claim or complaint by an objecting teacher concerning the application and interpretation of this Article shall be subject to the grievance procedure set forth in this Agreement or to any other administrative or judicial procedure.

Should the provision for payroll deduction of the Representation Fee above be found contrary to law, the parties agree to re-institute the "Termination Of Employment" provision to the extent allowable by law.

C. With respect to all sums deducted or collected by the BOARD pursuant to authorization of the employee, whether for membership dues or equivalent fee, the BOARD agrees to remit promptly such portions to the Michigan Education Association, 1480 Kendale Blvd., Suite 300, East Lansing, MI 48823, with a transmittal, which is provided by the MEA. At the beginning of each school year, the ASSOCIATION updates the membership listing and indicates any changes in personnel from the membership list previously furnished. The ASSOCIATION agrees to advise the BOARD of all members of the ASSOCIATION in good standing and to furnish any other information needed by the BOARD to fulfill the provisions of this Article.

D. The BOARD shall also make payroll deduction upon written authorization for MEA and NEA dues, insurance, annuities, savings bonds, Capital Area School Employees Credit Union, and any other financial institution authorized for direct deposit.

E. The ASSOCIATION agrees that if any portion of payments made on behalf of an employee, who is not a member of the ASSOCIATION, shall be held invalid by a court of competent jurisdiction, the ASSOCIATION shall hold the District, the BOARD, individual board members, and individual administrators harmless therefore and shall undertake to repay such amounts to the employees involved.

F. The parties agree to cooperatively discuss and exchange information regarding the ASSOCIATION'S service fee collection and objection procedures. The ASSOCIATION agrees, upon request from the BOARD, to provide the BOARD, for its review, a copy of the ASSOCIATION'S current "Policy and Administrative Procedures Regarding Objections to Political/Ideological Expenditures". If substantive changes are made to the policy, the ASSOCIATION shall notify the BOARD.

G. The ASSOCIATION agrees it will indemnify and hold the District, the BOARD, individual board members, and individual administrators harmless from any liability for damages

and costs as a result of such action taken, as a direct consequence of the BOARD'S compliance with this Article, with the ASSOCIATION retaining the right to select legal counsel and make an out-of-court settlement.

H. Religious Objectors: A bargaining unit member who because of sincerely held religious beliefs or due to adherence to teachings of a bona fide religion, body or sect, which has historically held conscientious objection to joining or supporting labor organizations, shall not be required to join or maintain ASSOCIATION membership or otherwise financially support the ASSOCIATION as a condition of employment. However, such bargaining unit member shall be required, in lieu of periodic dues, service fees and/or initiation fees, to pay sums equal to such amounts of a nonreligious charitable fund exempt from taxation under Section 501©(3) of the Internal Revenue Code. Donations shall be made to one of the three such charitable organizations as mutually designated by the Board and the ASSOCIATION. Payroll deduction made pursuant to this provision shall be made in the same manner as the deduction of ASSOCIATION dues.

A bargaining unit member claiming a religious objection shall notify the president of the ASSOCIATION, in writing, of his/her objection and the basis therefore. Upon receipt of the notification, the president of the ASSOCIATION shall convene a meeting between the governing body of the ASSOCIATION and the objecting member to determine the sincerity of religious beliefs. Religious objector status shall remain in effect from year-to-year and until such time as the objector revokes his/her religious objector status in writing which must be done during the month of August.

ARTICLE 5
Teaching Hours

The BOARD and the ASSOCIATION support the concept of cooperatively solving problems while meeting the needs of the parties who may be affected by the solution. Therefore, the Administration will seek input from members appointed by the ASSOCIATION by June 1st and before finalizing the daily schedule for teachers.

To provide the necessary support and direction for the success of the committee in achieving its purpose the BOARD and the ASSOCIATION agree to the following:

A. State requirements for minimum days and hours of pupil instruction as provided in the School Code, as revised, must be met.

B. By May 1, the Superintendent will establish parameters (such as staffing, facilities, etc.).

C. Efforts will be made to maintain a comparable work day and instructional day between the elementary and secondary buildings.

D. All contractually agreed to conditions shall be incorporated into any agreed upon daily schedule, including the following:

1. The BOARD and ASSOCIATION recognize teachers work well beyond the minimum classroom hours. With appreciation for the responsibility and work of teachers, the BOARD wishes to establish business hours of teachers. Therefore, the business day for teachers begins fifteen (15) minutes before and ends fifteen

(15) minutes after the student school day unless there are staff meetings or professional development sessions as prescribed in this contract.

2. No more than twenty-seven and one-half (27½) hours of pupil instruction per teacher, per week.

3. A minimum of thirty (30) minutes duty free lunch per day.

4. The average teacher daily planning/conference time will be comparable among the three (3) school levels (High School, Middle School, Elementary School). Comparable is defined as no greater than fifteen (15) minutes difference among the three school levels. Likewise, regardless of the schedule, no school level will have less than fifty-two (52) minutes of planning time.

5. The hourly rate of pay shall be based on a seven (7) hour work day.

6. The calendar(s) provided for in Appendix C shall govern the teachers' contract year, including breaks and holidays.

E. The committee will be provided with any additional information needed, such as budget, revenues, expenditures, etc.

F. The daily schedule(s) will be presented to the Superintendent by the principals for approval at the June BOARD meeting. If a consensus decision has not been reached by the June BOARD meeting, the current schedule(s) shall remain in place provided the District continues to receive its full State Aid. However, if the District would suffer a loss of full State Aid as a result of continuing the current schedule, then the BOARD would determine the daily schedule.

G. By mutual agreement between the ASSOCIATION and the BOARD, this Article may be re-opened during the life of this agreement.

ARTICLE 6
Class Size

The parties recognize that optimum school facilities for both the student and teacher are desirable to ensure the high quality of education that is the goal of both the ASSOCIATION and the BOARD. It is also acknowledged that the primary duty and responsibility of the teacher is to teach and that the organization of the school and the school day should be directed toward ensuring that the energy of the teacher is primarily utilized to this end. Because the pupil-teacher ratio is an important aspect of an effective educational program, the parties agree that class size should be developmentally appropriate whenever financially possible. To achieve these goals the ASSOCIATION and the BOARD agree to the following:

A. Class sizes and student distribution for a given grade level will be based on the enrollment as of the second Friday of the first semester, and the first Friday of the second semester.

B. Elementary

1. Kindergarten sections will have an optimum number of 22 students per section and a maximum number of 28 students per section. If the student count is between 23 and 27 students per section, a paraprofessional will be assigned to that section half-time. At 28 students per section, a paraprofessional will be assigned to that section full-time. If the Kindergarten enrollment exceeds an average of 28 students per section, the teacher, principal, superintendent and BOARD representative will meet to determine the best course of action.

2. First (1st) through sixth (6th) grade classes will have an optimum number of 25 students per class and a maximum number of 30 students per class. If the agreed to optimums cannot be met in grades one (1) through six (6), the following provisions shall apply:

   a. To the extent possible, administration will attempt to keep classes evenly distributed.

   b. When financially feasible, and as determined by the classroom teacher and building principal, a paraprofessional *will* be assigned to a classroom that is above the optimum size.

   c. It is understood that a Paraprofessional's primary function is classroom contact. Paraprofessionals may be used in other capacities as determined by the teacher(s) and the building principal.

3. Combination classes will have an optimum number of 23 students per class and a maximum number of 28 students per class. If the agreed to optimums cannot be met in a combination classroom, the following provisions shall apply.

   a. A paraprofessional shall be assigned to the combination classroom. If hiring a paraprofessional is not economically feasible, the district will pursue other options to provide the needed support to the combination classroom teacher.

b. The paraprofessional's classroom time will be determined by the combination teacher and the building principal.

c. It is understood that a Paraprofessional's primary function is classroom contact. Paraprofessionals may be used in other capacities as determined by the teacher(s) and the building principal.

4. If there is a decision to have a classroom paraprofessional, the Administration will make every reasonable effort to have the Paraprofessional assigned no later than one (1) week from the enrollment count days referred to in Section A.

5. Once a Paraprofessional has been assigned to a grade level, such Paraprofessional will not be withdrawn for the balance of the semester.

6. In the event that the agreed to maximums in grades one (1) through six (6) cannot be met, extra compensation will be provided as follows:

   a. Those teachers having over 30 students shall be compensated at the rate of $55 per student per semester for each student in excess of 30 students.

   b. Those teachers having over 33 students shall be compensated at the rate of $110 per student per semester for each student in excess of 33 students.

   c. Special subject teachers shall receive $33 per student per semester for each student in excess of 35 students.

   d. These provisions for extra compensation will be based on the figures obtained from the enrollment count referred to in Section A.

7. By mutual agreement of those teachers directly involved, the ASSOCIATION and the elementary principal, the provisions of Article 6, Section B, may be waived.

C. Secondary

1. At the secondary level, the normal class size shall not exceed 30 students, except that:

   a. Music classes will not be affected by this number.

   b. Physical education classes shall be limited to 35 students per class period per teacher. If the class size exceeds 35 students, the principal and physical education teacher will meet to determine a course of action.

2. With the exception of music and physical education, extra compensation will be provided when a teacher may be required to provide instruction for more than 30 students per class at the rate of $33 per student per semester for each student in excess of 30 students.

3. By mutual agreement of those teachers directly involved, the ASSOCIATION, and the secondary principal, the provisions of Article 6, Section C, may be waived.

D. In the assignment of students, the Administration shall take into consideration those classes that have a child identified through the Individual Education Planning Team (I.E.P.T.) as a Special Needs Student.

E. By mutual agreement between the ASSOCIATION and the BOARD, this Article may be re-opened during the life of this agreement.

ARTICLE 7
Professional Development

Professional Development shall be defined as:

1 Visitation to view other instructional techniques for programs.

2. Conferences, workshops, on-line/virtual learning classes, or seminars conducted by colleges, universities, the MEA and NEA and/or affiliate departments, or other meetings of mutually agreed value.

Professional development must support the goals established by the District Curriculum Council and the District's strategic plan. Professional development may also be used for instructional improvement or content expertise improvement for individual teachers. District-supported professional development must be approved in advance by administration.

Reimbursement for expenses of mileage, meals, housing, registration, and materials for approved conferences, workshops, and seminars shall be aligned with the financial resources available each year for professional development. Professional development resources will be used equitably between the elementary and secondary levels. Conferences required by the administration will be funded by the district. A teacher will be apprised in advance if any cost associated with the professional improvement is to be paid by the teacher.

A. District-wide Professional Development. Thirty (30) professional development hours shall be conducted on the days and hours designated for that purpose on the school calendar and in Article 26, Section I. If the State-mandated number of professional development hours should change, then the parties agree to meet and bargain a modification to this Agreement to comply with the required number of hours.

B. Professional Business Days

1. A teacher may use two (2) days per year as professional business days. Professional business days may be used for any educational purpose, upon mutual agreement.

2. A teacher planning to use a professional business day shall make a request of his/her principal at least one (1) week in advance of his/her absence.

3. A teacher may be requested to file a written report within one week of his/her attendance at such visitation, conferences, workshops, or seminars. If a written report is requested, it shall be shared with the BOARD.

4. A teacher will be apprised in advance if any cost associated with the Professional Business Day is to be paid by the teacher.

ARTICLE 8
Webberville Education Association Leave

At the beginning of every school year, the ASSOCIATION shall be credited with seven (7) days to be used by teachers who are officers or agents of the ASSOCIATION, such use to be at the discretion of the ASSOCIATION. These days may be used at a minimum rate of one-half (1/2) day at a time. The ASSOCIATION agrees to notify the Administration no less than forty-eight (48) hours prior to the date for intended use of said leave. Upon written request by the ASSOCIATION, the Superintendent may grant additional time at his/her discretion.

ARTICLE 9
Sick Leave and Associated Leaves, Workers' Compensation

A. For purposes of this Article, *Immediate Family* will be defined as spouse, parent or step-parent, parent-in-law, brother, sister, children or step-children, ward, grandchildren, grandparents or other household dependent. Upon approval of the Superintendent, sick days may be used for others when the closeness of the relationship justifies it.

B. On an annual basis, fifteen (15) sick leave days will be available for teachers with accumulation unlimited. For teachers employed after July 1, 1997, accumulation is limited to one teacher work year, based on contractual obligations for a given year.

1. Personal Illness or Disability - A teacher may use sick leave to recover from his/her own illness or disability. Pregnancy related disability shall be treated, on written confirmation by the physician, as any other physical disability for which sick leave may be used.

2. Illness In The Immediate Family - A teacher may use sick leave for illness of immediate family members.

3. After five (5) days of consecutive sick leave, or if there is reasonable suspicion of sick leave abuse, the BOARD, may require a doctor's statement of verification. If a fee is charged that is not covered by insurance, one-half (1/2) will be paid by the teacher and one-half (1/2) by the BOARD.

4. The Substitute System is to be notified by 6:30 am the day any teacher is taking a sick leave day.

C. Sick Leave Payout upon Retirement

Upon termination of services from Webberville Schools, teachers retiring from the teaching profession will receive 50% of their unused sick days up to 250 days (for

teachers hired prior to July 1, 1987) or 50 days (for teachers hired on July 1, 1987 or subsequently). [Example: If a teacher, hired prior to July 1, 1987, had accumulated sick days at time of retirement equaling 300, the teacher would be paid for 50% of 250 days. In other words, the teacher would be paid for 125 days. If a teacher hired on July 1, 1987 or subsequently, had accumulated sick days at time of retirement equaling 300, the teacher would be paid for 50% of 50 days. In other words, the teacher would be paid for 25 days.] The pay will be computed on the teacher's current hourly pay at the time of retirement. The retiree will have the option of receiving the payment within a two (2) year, three (3) year, four (4) year or five (5) year period. By mutual agreement between the retiree and the BOARD payment may be made in one lump sum. Retirement means:

1. Attaining age sixty (60) and having ten (10) or more years of service credit,

2. Attaining age fifty-five (55) and having thirty (30) or more years service credit,

3. Attaining age fifty-five (55) while still working and having accumulated fifteen (15) or more years of service, but less than thirty (30), of which the last five (5) consecutive years are immediately preceding the teacher's retirement allowance effective date (however, the allowance under three (3) is permanently reduced one-half of one percent (1/2 of 1%) for each month from the date of retirement to the date the teacher would attain age sixty (60) and shall thereafter continue at the reduced rate), or

4. Any other combination of age and service that would make the retiring (under the retirement system) teacher eligible for retirement under the School Employees Retirement System.

Upon the death of a retired teacher, receiving benefits under this provision, the balance of any amount owed will be paid to the teacher's designated beneficiary or in the absence of same, the estate of the teacher.

D. Four (4) of the sick leave days will be available for personal business on an annual basis.

1. A teacher choosing to use this time will notify his or her building principal at least three (3) days ahead of the days to be taken off, except in an emergency.

2. A personal business leave day will not be granted for the day preceding or the day following holidays or vacations and the first and last days of the school year, unless approved by the administration. No more than two (2) teachers per building may be granted such leave for any one of the above defined days.

3. Personal business days shall not be scheduled during parent-teacher conferences. If an exception is sought, then an explanation must be provided and the Administration may grant approval.

E. On an annual basis a teacher may use up to five (5) sick days, per occurrence, for bereavement in the event of the death of an immediate family member. The Superintendent may grant additional time in the event there are extenuating circumstances.

Bereavement Other Than Immediate Family. A teacher may use up to one (1) sick day, per occurrence, for the attendance at the funeral of a person outside the immediate family. Additional time may be granted by the Superintendent for extenuating circumstances such as long distance travel, etc.

F. Use of Sick Leave and Personal Business Days. Sick and Personal Business Days will be used at a minimum rate of one-half (1/2) day; any deviation from this will be at the discretion of the building principal.

G. Workers' Compensation. As soon as possible, a teacher who is absent because of an injury or disease compensable under the Michigan Workers' Disability Compensation Act shall make a written election of one of the following options at the time he/she becomes eligible for Worker's Compensation wage benefits, such election can be changed during the period of disability by providing appropriate notification to the district:

1. The teacher may elect to receive the difference between his/her regular salary and the amount received as Workers' Compensation wage benefits. Such difference in salary shall be computed on a percentage basis, and this same percentage shall be deducted from the teacher's sick leave accumulation. (For example: If Workers' Compensation pays 60% of full pay, sick leave will pay only 40% and the sick leave accumulation shall be charged .4 of a day for each day so used.) Under this alternative, the teacher's district-paid contractual fringe benefits shall be maintained so long as accumulated sick leave is being proportionately drawn.

2. The teacher may elect to receive Workers' Compensation benefits only and shall be granted an unpaid Miscellaneous Leave of Absence under Article 10, Section D, of this Agreement. The application deadlines of Article 10, Section D, shall be waived and any requested extension of the leave shall be granted. District-paid fringe benefits shall not be in force during the unpaid leave.

3. The teacher may utilize his/her accumulated sick leave for each day absent provided that he/she reimburses the BOARD for the amount of Workers' Compensation wage benefits received for the corresponding pay period. If a teacher elects to utilize sick leave benefits as described in this subparagraph, he/she shall continue to be eligible for district-paid fringe benefits while accumulated sick leave is being drawn.

The District will take the necessary appropriate action to report such disability so that retirement service credit may be obtained.

ARTICLE 10
Leaves of Absence

A. Educational Sabbatical Leave – Teachers who have been employed for seven (7) years may be granted an Educational Sabbatical Leave for one (1) year. During said sabbatical leave, the teacher shall be considered to be in the employ of the BOARD and shall be paid the difference between his/her salary and the hiring of a teacher to replace him/her.

1. A teacher, upon return from a sabbatical leave, shall be restored to his/her former position unless such position no longer exists, in which case he/she shall be returned to a position of like nature and status and shall be placed at the same position on the salary schedule as he/she would have been had he/she taught in the district during such period.

2. A teacher taking a sabbatical leave shall agree to remain in the employ of the school district for a period of two (2) school years commencing with the return year. Should a teacher desire not to continue with the district after a sabbatical, he/she may do so by returning the salary differential he/she was paid during his/her leave. The salary differential must be paid back previous to the beginning of the new school year.

B. Child Care Leave – Immediately following pregnancy, disability, sick leave, or adoption, an unpaid Child Care Leave shall be granted for a period of no more than twelve (12) months. At the time of application for such leave, the teacher shall, in writing, notify the district of the beginning and ending dates of such leave. A teacher may return from such leave at the beginning of a marking period. It is expected that the teacher will notify the BOARD, in writing, of their intent to return to the Webberville Community Schools sixty (60) calendar days prior to the completion of the leave.

1. The District may grant an extension of such leave under the same conditions as above for a second period of no more than twelve (12) months.

2. The teacher shall return to his/her former position unless such position no longer exists, in which case he/she shall be returned to a position of like nature and status. The teacher shall not advance on the salary schedule during the time spent on child care leave.

C. General Leave Of Absence – After ten (10) years of teaching, seven (7) of which must be in the Webberville Community Schools, a General Leave Of Absence of up to one (1) year shall be granted to a teacher upon application under the following conditions:

1. Such leave shall be with insurance as stipulated in Article 20 of this Agreement. No other benefits, including salary, will be provided for the duration of the General Leave Of Absence.

2. Such leave shall correspond with the beginning and ending of the next school year.

3. Application for a General Leave Of Absence must be submitted prior to April 1.

4. The teacher shall notify the BOARD, in writing, of their intention to return to the Webberville Community Schools by April 1.

5. The teacher shall return to his/her former position unless such position no longer exists, in which case he/she shall be returned to a position of like nature and status. The teacher shall not advance on the salary schedule during the time spent on leave.

6. No more than one (1) teacher K-6 and one (1) teacher 7-12 may be on a General Leave of Absence at any one time. If there are more applicants than leaves available, the teacher(s) with the most seniority shall be granted the leave(s).

7. At the BOARD'S sole discretion, additional General Leaves Of Absence may be granted.

8. Once a teacher has completed a General Leave Of Absence he/she will once again become eligible for another General Leave by meeting the qualifications as contained above, including an additional ten (10) years of service.

D. Miscellaneous Leave Of Absence – A Miscellaneous Leave Of Absence of up to one (1) year may be granted to a teacher upon application under the following conditions:

1. Such leave shall be without salary or fringe benefits; however, for such leave of short duration, not to exceed thirty (30) days, the fringe benefits shall continue to be paid by the BOARD.

2. Application for a Miscellaneous Leave must be submitted no less than thirty (30) calendar days prior to the requested effective date of the leave. Such application must state the requested beginning and ending dates for the leave. In a case of extenuating circumstances the Superintendent may waive the thirty (30) day requirement.

3. The teacher will notify the BOARD, in writing, of intent to return to the Webberville Community Schools by April 1 or sixty (60) calendar days prior to the completion of the leave (but in no case less than thirty (30) calendar days).

4. The teacher shall return to his/her former position unless such position no longer exists, in which case he/she shall be returned to a position of like nature and status. The teacher shall not advance on the salary schedule during the time spent on leave except as follows:

   a. If the leave is for less than 25% of teacher calendar workdays, no salary schedule credit shall be lost for the period of the leave.

   b. If the leave is for 25% or more of teacher calendar workdays, but less than 75% of teacher calendar workdays, one-half (1/2) year's salary schedule credit shall be granted to the teacher.

   c. If the leave is for 75% or more teacher calendar workdays or more, no salary schedule credit shall be granted to the teacher for the year.

5. The District may grant an extension of such leave, under the same conditions as set forth herein, for a period of up to one (1) year.

E. Jury Duty

No loss of pay shall occur as the result of jury duty. Any mileage fees or meal allowances paid by the court to the teacher belong to the teacher as reimbursement for expenses with no effect on regular salary. A teacher called for jury duty will submit proof of service to the Superintendent and written documentation as to the amount of jury duty pay received. The teacher may be required to reimburse the BOARD the amount of jury duty pay received.

F. Family and Medical Leave

1. Upon request, the employer shall grant a leave of absence to any bargaining unit member, pursuant to the Family Medical Leave Act (F.M.L.A.) for the following reasons:

   a. The serious health condition of the employee; or

   b. The serious health condition of the employee's immediate family member as outlined in the law; or

   c. The birth of a child; or

   d. The placement of a child for adoption or foster care.

Child includes any individual under 18 for whom the employee serves in loco parentis; a child over 18 who is incapable of self care because of physical or mental disability; or a biological, adopted, or foster child.

The maximum accumulated leave time granted pursuant to this section shall be limited to twelve (12) full work weeks (60 working days) during the school district's normal fiscal year (July 1 - June 30).

2. Upon return from the leave, the employee shall be returned to the position held immediately before the leave began. If the position no longer exists, the employee shall return to a position equivalent in pay, benefits, hours, and other terms and conditions of employment.

3. The employer shall have the option of first requiring the use of accumulated paid sick leave, vacation, and/or personal leave during the leave. The remainder of any leave time will be unpaid. However, the employee has the option of retaining up to five (5) sick days for use during the remainder of the leave year.

4. Insurance benefits will be continued during the leave under the same conditions and at the same level as if the employee were still at work.

5. Seniority shall continue to accrue during the leave.

6. The employee shall have the right to take the leave on a reduced or intermittent schedule as outlined in the law.

7. The employee shall provide the employer at least thirty (30) calendar days written notice of the request for the leave when the need is foreseeable. It will include the reason for the request, the expected beginning date, and the expected ending date.

8. Leaves taken under Article 9 shall be charged against FMLA limits beginning with the 31st day of paid sick leave. The FMLA leave shall then run concurrently with the paid sick leave until the FMLA leave limit is exhausted or the teacher returns to work. If the teacher does not have sufficient paid sick leave to reach 30 days of paid leave, the FMLA leave shall begin at the point the teacher no longer has any paid sick leave and it shall run until the FMLA leave limit is exhausted or the teacher returns to work. Leaves requested pursuant to Sections A through E above shall not be charged against the FMLA limits.

ARTICLE 11
Teacher Evaluation

The parties recognize the importance and value of developing a procedure for assisting and evaluating the progress and success for both newly employed and experienced personnel. The performance of all teachers, including guidance counselors, social workers, speech pathologists and librarians, shall be evaluated in writing. Teachers will be notified each year which administrator will be their evaluator and this administrator will remain the designated evaluator for the school year, in conjunction with the WEA Observer or mentor. A WEA Observer or mentor will be present for teachers within their first two (2) years of teaching or when the evaluator advises the teacher there could possibly be a negative written evaluation. It is understood that there may be circumstances where the evaluator may ask another district administrator to be present in an observation. It is further understood that the evaluator will have sole responsibility for writing the evaluation.

A WEA Observer shall be selected by the ASSOCIATION and placed on the WEA Observer list no later than the third week of the school year. If a mentor is to act as a WEA Observer they must have completed the WEA designed training and must be requested by the mentee.

A. Evaluation of probationary and tenure teachers

1. Probationary Teachers. Probationary teachers shall be evaluated a minimum of two (2) times during the school year. Each probationary teacher shall be provided with an individualized development plan. Evaluations of probationary teachers shall determine the teacher's achievement of the plan. The first written evaluation will be completed by December 1st and the year-end written evaluation will be completed by April 15. The year-end written evaluation shall be based upon all observations conducted during the school year. In the case of non-renewals, notice must be provided by May 1st. Article II of the State of Michigan Teachers' Tenure Act will govern the evaluation process for probationary teachers who have not received tenure prior to their employment with Webberville Community Schools and the evaluation process for teachers who were previously tenured at another school district prior to their employment with Webberville Community Schools.

The year-end written evaluation shall be furnished to the teacher and the ASSOCIATION President no later than April 15. If the report contains any information not previously made known to and discussed with the probationary teacher, the teacher shall have an opportunity to submit additional information to the Superintendent. In the event a probationary teacher is not continued in employment, he/she shall receive a registered letter of notification. The BOARD will advise the teacher of the reasons in writing, submit a copy to the ASSOCIATION President and provide for a hearing where requested.

2. Tenured Teachers. Tenured teachers shall be evaluated at least once every three (3) years. Tenured teachers whose services are being considered for termination under provision of the Tenure Act shall receive a registered letter of notification and statement of charges from the Superintendent and be advised of their rights under the Tenure Act for a hearing and appeal. The ASSOCIATION President shall receive a copy of such notification. Teachers who are so notified may be suspended with pay in accordance with the Tenure Act pending receipt of the recommended decision and order of the Administrative Law Judge.

3. WEA Observer. Teachers in their first two years of probation shall have a WEA Observer, preferably their mentor. The parties further agree that when a third or fourth year probationary teacher is scheduled to be observed and has previously received satisfactory evaluations, or the teacher is tenured and not on an IDP, there will not be a WEA Observer unless the teacher being evaluated requests an observer. However, if a teacher could potentially receive a negative evaluation, the WEA Observer will be present for the pre-observation meeting, all observations and the post observation meeting. If a teacher is observed without a WEA Observer present and a negative evaluation results, the teacher will be granted an additional evaluation with a WEA Observer present. A WEA Observer will be present during the evaluation conference if requested.

B. Evaluation Process

1. Pre-evaluation conference

Probationary teachers within their first two (2) years of service at Webberville Community Schools or teachers who were notified in advance that they may have a negative evaluation shall have a pre-evaluation conference.

Pre-evaluation conferences for probationary teachers in their third or fourth year of probation and for tenure teachers may be held at the request of the teacher.

Pre-evaluation conferences shall include discussion relating to explanation of the evaluation process, the written form, what specific things the evaluator will be looking for, scheduling, methods of observation, and concerns the teacher may have.

2. Observation

Each observation shall be made by the evaluator for a minimum of thirty (30) consecutive minutes. If an evaluation could result in a plan assistance or Individual Development Plan that could affect continued employment in the

district, then the teacher will be granted an additional evaluation with a WEA Observer present.

All monitoring or observations of the performance of the teacher shall be conducted openly and with full knowledge of the teacher. It is understood observations may occur both inside and outside of the classroom during the teacher's regularly scheduled work day. If such an observation reveals something that might give rise to a negative evaluation, it shall be brought to the teacher's attention within the timelines outlined below (#3). Teachers will be notified that they are to be observed within a given two-week period.

3. Before two (2) business days have elapsed, there shall be an informal post-observation conference between the evaluator and the evaluated teacher, unless the teacher and evaluator agree to an extension not to exceed a lapse of four (4) business days. The evaluated teacher has the option of having the WEA Observer present.

4. Post-evaluation conference

Following each evaluation of a teacher, the evaluator, the WEA Observer (when one was present), and the teacher shall meet to review the evaluation. The meeting shall take place within six (6) school days of the date the evaluation is completed by the evaluator. The teacher evaluated shall receive the written evaluation at least one day prior to the meeting. In the event of an absence, the timelines will be extended to equal the days lost as a result of the absence. The written evaluation shall include identification of the specific ways in which the teacher is to improve and recommendations for assistance to be given by the administrator. In subsequent written evaluations, failure to again note a specific deficiency shall be interpreted to mean that adequate improvement has taken place. One copy of each written evaluation is to be signed and returned to the administration, one to the ASSOCIATION President, and one is to be retained by the teacher.

In the event that the teacher feels his/her evaluation was incomplete or unjust, he/she may put his/her objections in writing and have them attached to the written evaluation to be placed in his/her personnel file. All evaluations shall be based upon valid criteria for evaluating professional growth. Determination of the criteria and development of the evaluation instrument shall be done jointly by the administration and the ASSOCIATION.

ARTICLE 12
Mentor Teacher

A. Definition and Purpose

A Mentor Teacher shall be defined as a master teacher as identified in Section 1526 of the School code and shall perform the duties of a master teacher as specified in the Code.

Each member of the bargaining unit in his/her first three (3) years in the classroom shall be assigned a Mentor Teacher by the Superintendent or designee. However, a fourth

(4th) year of mentorship may be assigned at the request of the teacher or at the discretion of the administration. The Mentor Teacher shall be available to provide professional support, instruction and guidance to the mentee. The purpose of the mentor assignment is to provide a peer who can offer assistance, resources and information in a non-threatening collegial fashion.

B. Mentor Teacher Assignment

All members of the bargaining unit shall be notified of the available position of the Mentor Teacher(s). A Mentor Teacher shall be assigned by the Superintendent in accordance with the following:

1. Primary consideration for Mentor Teacher positions will be given to tenured members of the bargaining unit with at least five (5) years of classroom teaching experience. When possible, Mentor Teacher positions will be given to teachers whose classroom teaching experience has been at Webberville Community Schools.

2. Participation as a Mentor Teacher shall be voluntary. If no volunteer is available, the Superintendent or designee will assign a Mentor Teacher.

3. The District shall immediately notify the ASSOCIATION President when a Mentor Teacher is matched with a bargaining unit member (mentee). The assignment of the Mentor Teacher shall be finalized by the administrator within twenty (20) workdays of the knowledge that a Mentor Teacher is needed.

4. Every effort will be made to match Mentor Teachers and mentees who work in the same building and have the same area of certification.

5. A mentee shall only be assigned one (1) Mentor Teacher at a time. A Mentor Teacher may not be assigned more than two (2) mentees at any one time.

6. The Mentor Teacher assignment shall be for one (1) year. The appointment may be renewed in succeeding years provided the parties agree.

7. Should either the Mentor Teacher or the mentee present cause to dissolve the relationship, the Superintendent or designee and a representative of the ASSOCIATION will meet with the Mentor Teacher and the mentee to determine an appropriate course of action.

C. Relationship of Mentor and Mentee

The purpose of the mentor/mentee relationship is to assist the mentee to: gain an understanding of best practices for quality instruction; provide a one-to-one relationship with a peer as the mentee becomes acclimated to his/her role as a teacher; and ensure that the district's educational philosophy is being imparted to the mentee. To foster this important relationship among peers, the BOARD agrees that the mentor shall not be involved in the evaluation process of the mentee other than to assist the administrator, where needed, with the mentee's individualized development plan. In addition, the mentee shall not be involved in the evaluation process of the Mentor Teacher.

D. Release Time

Both the mentor and mentee will be provided release time as needed, with the approval of the building principal.

It is also understood that time between the Mentor Teacher and the mentee will necessarily take place weekly beyond the normal working day to establish this collaborative relationship. Where possible, the Mentor Teacher and mentee shall be assigned common preparation time.

Mentees shall be provided with a minimum of fifteen (15) days of professional development during their first three (3) years of classroom teaching.

E. Compensation

A Mentor Teacher shall receive additional annual compensation in accordance with Schedule B.

ARTICLE 13
Professional Behavior

A. Professional Behavior/Professional Practices Committee

1. The Professional Practices Committee shall be composed of three (3) elementary and three (3) secondary teachers. Their responsibility shall be to investigate concerns raised about teaching practices and/or professional behavior, and, where warranted, to meet and counsel with the teacher, and to assist the teacher in reaching his/her teaching potential. A list of committee members shall be given to the administration ten (10) working days after the commencement of school.

2. The BOARD recognizes that the Code of Ethics as adopted by the National Education Association (NEA) is considered by the ASSOCIATION and its membership to define acceptable criteria of professional behavior. The ASSOCIATION shall accept responsibility to deal with ethical problems in accordance with the terms of the Code of Ethics by establishing a Professional Practices Committee.

3. Both the BOARD and the ASSOCIATION agree that inclusive in the Code of Ethics is the importance of having a positive attitude and outlook and that the lack of such an attitude can affect the performance of both teachers and students. It shall be the responsibility of the BOARD to work with the Professional Practices Committee in taking all steps necessary to develop positive teaching practices. The BOARD, in recognition of the concept of progressive correction, shall notify the teacher in writing of alleged delinquencies, indicate expected correction, and indicate a reasonable period of correction.

4. Alleged breaches of discipline or the Code of Ethics shall be promptly reported to the offending teacher and to the ASSOCIATION President and will be referred to the Professional Practices Committee. The Committee shall hear both parties and will make recommendations and shall provide mentoring as needed. The

ASSOCIATION will use its best efforts to correct breaches of professional behavior by any teacher.

B. Discipline Procedures

1. In administering discipline, the District shall apply its rules, orders and penalties in an impartial and equitable manner. No teacher shall be reprimanded and/or disciplined without due process. All investigations regarding alleged breaches of proper teacher conduct shall be conducted fairly and objectively, and with the teacher's knowledge, unless the investigation would be compromised if the teacher knew of the investigation. In all cases, the teacher shall be informed of the investigation before its conclusion. If at the conclusion of the District's investigation it is determined that the teacher should be disciplined, the teacher will be advised promptly of the disciplinary action and the reasons for such action. The teacher shall be informed prior to the disciplinary meeting of the teacher's right to ASSOCIATION representation by the administrator.

2. Teachers shall not be disciplined without just cause. The BOARD will generally follow a policy of progressive discipline, with the ASSOCIATION and the BOARD recognizing that discipline may necessitate a more severe level according to the grossness of the action. Progressive discipline shall include the following levels of discipline: verbal warning, written warning, written reprimand, suspension with pay, suspension without pay, and discharge. The non-renewal of a probationary teacher shall not be considered discipline under the Teacher Tenure Act.

3. A teacher shall, at his/her request, be entitled to the presence of an ASSOCIATION Representative when called to the office of an administrator for the intended purpose of being officially warned, reprimanded or disciplined regarding any infraction of rules or delinquency in teaching responsibilities. When a request for such representation is made, no action shall be taken with respect to the teacher until a representative of the ASSOCIATION is present. The principal may also request that the ASSOCIATION Representative be present on any disciplinary matter unless the teacher objects. If an ASSOCIATION Representative is requested to be present, no more than two (2) working days may lapse before such meeting is held, unless an extension is mutually agreed to by both parties. It is understood that a teacher may waive the right to have an ASSOCIATION Representative present and that warnings and reprimands related to a teacher's performance or assigned duties may be discussed privately between the teacher and principal.

4. Written reprimands which are placed in a teacher's personnel file shall first be signed and dated by the teacher to acknowledge receipt. Should a teacher disagree with the contents of the reprimand being placed in his/her file, he/she may have his/her written objections attached to such reprimand.

ARTICLE 14
Student Discipline and Teacher Protection

A. 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, and teachers recognize their responsibility to give reasonable support and assistance to the BOARD. A committee of teacher and administration will meet yearly to evaluate the student handbooks in preparation for the BOARD'S annual review.

B. It is recognized that discipline problems are less likely to occur in classes which are well taught, where a high level of student interest is maintained and where administrative backing is readily observable. 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.

C. A teacher shall not inflict or cause to be inflicted corporal punishment upon any pupil under any circumstances. However, a teacher may use reasonable force upon a pupil as necessary to maintain order and control in a school or school-related setting for the purpose of providing an environment conducive to safety and learning in accordance with the Michigan Revised School Code 380.1312. In maintaining that order and control, the teacher may use physical force upon a pupil as may be necessary for one (1) or more of the following reasons:

1. To restrain or remove a pupil whose behavior is interfering with the orderly exercise and performance of the school district or functions within a school or at a school-related activity, if that pupil has refused to comply with a request to refrain from further disruptive acts.

2. For self-defense or the defense of another.

3. To quell a disturbance that threatens physical injury to any person.

4. To obtain possession of a weapon or other dangerous object upon or within the control of the pupil.

5. To protect property.

D. A teacher may exclude a pupil from a class, subject, or activity and follow the SNAP suspension procedure when the grossness of the offense, the persistence of the misbehavior, or the disruptive effect of the violation makes the continued presence of the student in the classroom or activity intolerable. The teacher will furnish the principal or designee, as promptly as his/her teaching obligation will allow, full particulars of the incident on the designated form and send the pupil to the office. Even if the principal/designee is not in his/her office, the student will be kept under appropriate supervision. The teacher will follow the law and district policy with regard to parent contact. This procedure may be revised by mutual agreement of both parties.

E. It is understood that the authority to implement a suspension or invoke other disciplinary measures in accordance with the student handbook rests with the building administrator or BOARD.

F. Expulsion of students from school may be imposed only by the BOARD. School authorities, after consultation with the teacher or teachers involved, will endeavor to achieve correction of student misbehavior through counseling and interviews with the child and his/her parents/guardians when warranted. Transfer of the student to another teacher may be considered only after all options have been exhausted.

G. All policies with regard to student discipline shall be applied in a manner consistent with the rights secured under federal and state law to students who are determined to be eligible for special education programs and services. Teachers shall be afforded all rights and protections consistent with these laws.

H. Reporting and Investigating

Any school employee who believes they have been assaulted by a student in connection with their employment shall report the incident to their administrator or immediate supervisor in writing. The district shall promptly investigate the incident and make a full written report to the superintendent within ten (10) days of the date the incident is initially reported by the employee. The report shall be provided to the ASSOCIATION and the impacted employee(s) at the same time it is provided to the Superintendent.

I. Law Enforcement Notification

If requested by the school employee, the district shall promptly notify local law enforcement officials of any alleged assault by a student against a school employee and ask law enforcement to conduct an investigation into the potential criminal conduct of the student. This provision applies to any student in any grade level, including special education students, regardless of the level of impairment or disability.

J. Legal Counsel

The board shall reimburse the teacher up to $1000 for the teacher to obtain legal counsel to advise the teacher of his/her rights and obligations with respect to such assault. The BOARD shall provide other reasonable assistance to the teacher in connection with handling of the incident by the law enforcement and judicial authorities, including paid leave time for the purpose of meeting with law enforcement and judicial authorities and attending court proceedings related to the assault.

ARTICLE 15
Curriculum Council

Curriculum Council is an effective means of providing leadership, coordination, and quality control of curriculum and instructional improvement efforts. The Council helps to develop ownership and support for curriculum study and development. It is a decision-making body that reviews and recommends curriculum changes, instructional programs, and assessment practices. The Curriculum Council provides recommendations to the Superintendent, and ultimately to the Board of Education.

A. The Curriculum Council's voting membership consists of building principals, curriculum director, department chairs, elementary teacher leaders, and any teacher who is interested in attending. The building principals will consult with the WEA President in

identifying candidates for Curriculum Council Co-Chairs; one elementary representative and one secondary representative, if possible. The Superintendent will serve in an advisory capacity.

B. Meetings of the Curriculum Council will be held at a time and place which will be set during the August meeting and agreed upon by a majority of members present. Consideration will be given to a time and place that is conducive to attendance by a majority of members.

C. Minutes of Curriculum Council meetings will be distributed to all staff members, and posted on the district website.

D. The subjects of study shall include, but not be limited to:

1. Curriculum development
2. Professional development
3. Selection and use of textbooks

E. Voluntary subcommittees may be established as necessary.

F. The Superintendent shall present recommendations to the BOARD from the Curriculum Council.

G. Any recommendation approved by the BOARD shall be communicated to the Committee.

ARTICLE 16
Grievance Procedure

A. A claim by a teacher or the ASSOCIATION that there has been a violation, misinterpretation, or misapplication of any provision of this Agreement or any rule, order, or regulation of the BOARD may be processed as a grievance as hereinafter provided. The term 'work day' shall be defined as days when teachers are scheduled to work during the academic year and days that the central office is open for business during the summer break period between academic years.

B. In the event that a teacher believes there is a basis for a grievance, he/she shall first discuss the alleged grievance with his/her building principal, accompanied by his/her ASSOCIATION Representative. The discussion shall take place within ten (10) work days of the date of the occurrence or first knowledge of the occurrence upon which the alleged grievance is based.

C. If, as a result of the informal discussion with the building principal and the ASSOCIATION Representative in Section B., a grievance still exists, the teacher may invoke the formal grievance procedure through the ASSOCIATION no later than ten (10) work days after the meeting with the building principal and the ASSOCIATION Representative, on the form set forth in Appendix E, signed by the grievant and the ASSOCIATION Representative. A copy of the grievance form shall be delivered to the principal. If the grievance involves more than one school building, it may be filed with the Superintendent or designee.

D. Within five (5) work days of receipt of the grievance, the principal shall meet with the ASSOCIATION Representative in an effort to resolve the grievance. The principal shall indicate his/her disposition of the grievance in writing within five (5) work days of such meeting and shall furnish a copy thereof to the ASSOCIATION President.

E. If the ASSOCIATION is not satisfied with the disposition of the grievance or if no disposition has been made within five (5) work days of such meeting (or ten (10) work days from the date of filing, whichever shall be later), the grievance shall be transmitted within five (5) work days to the Superintendent. Within seven (7) work days of receiving the grievance, the Superintendent or his/her designee shall meet with the ASSOCIATION President about the grievance and shall indicate his/her disposition of the grievance in writing within five (5) work days of such meeting and shall furnish a copy thereof to the ASSOCIATION President.

F. If the ASSOCIATION is not satisfied with the disposition of the grievance by the Superintendent or his/her designee or if no disposition has been made within five (5) work days of such meeting (or twelve (12) work days from the date of filing, whichever shall be later), the grievance shall be transmitted to the BOARD within five (5) work days 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 ten (10) work days, whichever shall be later, shall meet with the ASSOCIATION on the grievance. Disposition of the grievance in writing by the BOARD shall be made no later than seven (7) work days thereafter. A copy of such disposition shall be furnished to the ASSOCIATION President.

G. If the grievance is still not settled at this point and the ASSOCIATION is not satisfied with the disposition by the BOARD, the grievance may be submitted to arbitration. The ASSOCIATION President shall notify the BOARD of the ASSOCIATION's intent to arbitrate the grievance within thirty (30) calendar days after disposition by the BOARD. If within five (5) work days of notification, the parties have been unable to mutually agree upon an arbitrator, he/she shall be selected by the American Arbitration Association in accordance with its rules. The demand for arbitration must be filed with the American Arbitration Association within fifteen (15) work days of the date the ASSOCIATION notified the BOARD of its intent to arbitrate the grievance. The BOARD and the ASSOCIATION shall not be permitted to assert in such arbitration proceedings any grounds or to rely on any evidence not previously disclosed to either party.

H. Powers of the Arbitrator - It shall be the function of the arbitrator and he/she shall be empowered, except as his/her powers are limited below, after due investigation, to make a decision in cases of alleged violation of the specific Articles and Sections of this Agreement.

1. He/she shall have no power to add to, subtract from, disregard, alter, or modify any of the terms of the Agreement.

2. He/she shall have no power to establish salary scales or change any salary rate.

3. He/she shall have no power to rule on any of the following:

   a. The termination of services of or failure to re-employ any probationary teacher.

   b. The failure to award a vacant non-bargaining unit administrative position to a bargaining unit member.

   c. The termination of services or failure to re-employ any teacher to a position on the extra-curricular schedule.

   d. Any claim or complaint subject to the procedures specified in the Teacher Tenure Act (Act IV Public Acts, extra session, of 1937 of Michigan as amended).

   e. Matters involving teacher evaluation.

4. He/she shall have no power to change any practice, policy, or rule of the BOARD nor to substitute his/her judgment for that of the BOARD as to the reasonableness of any such practice, policy, rule, or any action taken by the BOARD.

5. His/her powers shall be limited to deciding whether the BOARD has violated the express Articles or Sections of this Agreement. He/she shall not imply obligations and conditions binding upon the BOARD from this Agreement, it being understood that any matter not specifically set forth herein remains within the reserved rights of the BOARD.

6. In rendering decisions, an arbitrator shall give due regard to the responsibility of management and shall so construe the Agreement that there will be no interference with such responsibilities, except as they may be specifically conditioned by this Agreement.

7. In the event that a case is appealed to an arbitrator on which he/she has no power to rule, it shall be referred back to parties without decision or recommendation on its merits.

8. The fees and expenses of the arbitrator shall be paid by the initiating party.

Both parties agree that the decision of the panel is final and binding and that judgment thereon may be entered in any court of competent jurisdiction.

I. The time limits provided in this Article shall be strictly observed but may be extended by written agreement of the parties. In the event a grievance is filed after May 15 of any year, the 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.

J. If an individual teacher has a personal complaint which he/she desires to discuss with a supervisor, he/she is free to do so without recourse to the grievance procedure. However, no grievance shall be adjusted without prior notification to the ASSOCIATION President and an opportunity for an ASSOCIATION Representative to be present, nor shall any adjustment of a grievance be inconsistent with the terms of this Agreement.

K. If a tenured teacher through the grievance procedure 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 her/him.

ARTICLE 17
Professional Qualifications

A. The BOARD shall make every effort to employ certified and qualified teachers and shall endeavor to procure the best qualified person for any vacancy that exists with the understanding the School Code, Section 380.1233b, permits certification exceptions when employing teachers in certain academic areas.

B. The employment of teachers whose certification is based on the Michigan full year permit is to be permitted only in cases of absolute necessity or where the teacher has outstanding credentials. The ASSOCIATION President shall be so notified in each instance. The BOARD shall indicate the extent to which it has endeavored to fill the position with a fully certified person. No person whose certification is based on the Michigan full year permit shall be employed in a regular full-time position for more than two (2) consecutive years, except under extreme emergency.

C. A person who is eligible for the Michigan Substitute Teacher permit shall be employed only in cases of absolute necessity or where the teacher has outstanding credentials. The ASSOCIATION shall be so notified in each instance. The BOARD shall indicate the extent to which it has endeavored to fill the position with a fully certified person.

D. Teachers will be assigned within the scope of their teaching certificates and their qualifications.

1. "Qualification" or "qualified" shall mean that the teacher:

   a. Possesses a major or minor appropriate to his/her assignments; and

   b. Meets all applicable standards for a "highly qualified" teacher under the No Child Left Behind Act, including NCLB Final Regulations, 34 CFR 200-55-200.56, and the Michigan Definition for identifying Highly Qualified teachers, as approved by the State Board of Education; and

   c. Meets the qualifications approved by the Board of Education as written in the job posting and in the job description.

2. When designing or implementing new curriculum, every effort will be made to ensure all existing bargaining unit members shall be retained in positions for which they are certified and qualified.

E. Except for those Appendix B positions directly connected with an assigned class, e.g., band, choir, yearbook, theatre and musical productions, any assignment(s) in addition to the normal teaching schedule during the regular school year, including adult education courses, driver education, extra duties enumerated in Appendix B, and summer school courses, shall not be obligatory, but shall be with the consent of the bargaining unit member. With the exception of varsity coaching, preference in making such assignments will be given to those teachers best qualified for the position. In the event there is an assignment that the BOARD is not able to recruit a teacher volunteer, the District may hire from outside the bargaining unit.

A bargaining unit member who accepts a regular class assignment, which has an Appendix B position directly connected to it, has an inherent obligation to conduct the Appendix B position duties. The BOARD will identify in the job posting and in the job description the classroom assignments which have an Appendix B position associated with the assignment.

F. Each teacher must record a current teacher's certificate or appropriate credential with the Superintendent, to be returned personally, by his/her designated representative, or by registered mail when the employee leaves the system. Non-certified teachers employed in accordance with the School Code, Section 380.1233b, shall furnish to the Superintendent all credentials and documents so specified under Section 380.1233b.

G. Persons with less than a Bachelor's Degree who are eligible only for the Michigan Substitute Teacher permit shall be employed by the BOARD on a day to day substitute basis and for no more than ninety (90) work days per school year, except in cases of extreme emergency.

H. Teachers shall not be assigned outside the scope of their teaching certificates and their qualifications, except temporarily and for good cause. The ASSOCIATION President shall be so notified in each instance, along with written statement of reasons for such assignment. Non-certified teachers employed in accordance with School Code Section 380.1233b shall not be assigned outside the position for which they were hired.

I. Teachers shall be given up to five (5) years of credit on Appendix A (Salary Schedule) for years taught in other public school districts. If there is a recognized need to grant more than five (5) years of credit, the BOARD and the ASSOCIATION agree to discuss the reasons for an exception on a case-by-case basis and enter into a written agreement to memorialize the understandings reached. In any event, no more than ten (10) years of credit will be granted to a teacher.

ARTICLE 18
Vacancies, Promotions, Assignments, and Transfers

A. Vacancy Definition

A vacancy shall be defined as a position which is unfilled because it is either newly created or because the person who held the position terminated his/her employment as a member of the bargaining unit (*e.g.*, by retirement, resignation, transfer to a non-bargaining unit position, or death). A vacancy shall be considered to occur at the time at which the teacher terminates his/her employment or a position is newly created even if other bargaining unit members are on layoff at the time. It is expressly understood that this provision supersedes any other relevant contract terms, particularly the layoff and recall provisions.

B. To further promulgate the value of hiring capable individuals to fill vacancies that occur in the teaching staff, all teachers shall notify the Superintendent of Schools of their desire to return the following year by completing Appendix F. This notification by a teacher planning to return shall be made by June 1. This procedure shall enable the BOARD to hire new teachers at a time when prospective teachers are seeking new positions.

C. All part-time teachers shall be given first consideration, according to seniority, to fill any full-time vacancy at the beginning of the school year for which he/she is certified and qualified as defined in Article 17, Section B. If there is an additional course(s) offering(s), it shall be offered to the most senior part-time teacher who is certified and qualified. When developing the yearly schedule part-time teachers shall be given first consideration for a full-time position based on their certification, qualifications and seniority.

D. Assignment, Re-Assignment and Transfer Definition

An assignment shall be defined as the position the teacher currently holds.

A re-assignment shall be defined as changing a teacher's grade within the school setting, (elementary, middle school, high school, or alternative education) course(s), or department(s).

A transfer shall be defined as an assignment of a teacher to a different school setting.

E. Whenever a vacancy arises or is anticipated, the Superintendent shall notify the ASSOCIATION President. Once notification is given, the Superintendent shall promptly post notice of same on a bulletin board in each school building for no less than seven (7) calendar days before the position is filled. If the vacancy arises in the summer, prior to August 15, teachers shall be notified by e-mail and on the District's Web Site under its

Employment page within fourteen (14) calendar days from the date of the posting and the position shall not be filled until after the close of the posting period. The ASSOCIATION President will be notified of who was selected to fill the position. If the vacancy arises on or after August 15 but prior to the opening day of school for teachers, teachers shall be notified by e-mail and on the District's Web Site under its Employment page within seven (7) calendar days from the date of the posting and the position shall not be filled until after the close of the posting period. The ASSOCIATION President will be notified of who was selected to fill the position. All vacancies shall be posted with accompanying job descriptions.

Any subsequent vacated position(s) caused by the filling of the original vacant position, shall be posted internally for two (2) work days.

F. The BOARD recognizes that it is desirable in making assignments to consider the interests, expertise and aspirations of its teachers. When filling vacancies, internal applicants will be considered before outside applicants. Vacancies shall be filled on the basis of the internal applicant's experience, competency, qualifications as defined in Article 17, Section B, length of service in the district, and approval of principal. An applicant with less service in the district shall not be awarded the position unless his/her qualifications shall be superior.

G. Requests by a teacher for a voluntary reassignment or transfer to a different grade level within the school setting, course, department, or change in school setting shall be made by completing Appendix F, a copy to be filed with the ASSOCIATION President and with the Superintendent. The application shall set forth the reasons for reassignment or transfer, the applicant's qualifications, and grade level, department, or school setting sought. Such requests shall be renewed once each year to assure active consideration by the administration. An involuntary reassignment or transfer will be made only in case of emergency or to prevent undue disruption of the current instructional program. The Superintendent shall notify the affected teacher and the ASSOCIATION President of the reasons for such reassignment or transfer. The ASSOCIATION President and the Superintendent shall work together to minimize involuntary reassignments and transfers.

H. The ASSOCIATION recognizes that when a vacancy occurs during the school year, it may be difficult to fill it from within the district without undue disruption to the existing instructional program. If the Superintendent in his/her reasonable judgment so determines, such a vacancy may be filled on a temporary or tentative basis until the end of the current semester at which time the position will be considered vacant. The person who fills the vacancy on a temporary or tentative basis shall not be considered to be a member of the bargaining unit and shall not acquire any seniority or contractual right to continued employment under this Agreement.

I. All external applicants will submit their letter of application and credentials to the appropriate administrator. Candidates will be screened for certifications and qualifications. Highly qualified candidates will be sent to the appropriate administrator to select at least three candidates to be interviewed. A committee made up of teachers, and where appropriate students and community members, will be included in the interview process. It is understood this committee serves in an advisory capacity. The building principal and Superintendent will make the final recommendation to the BOARD.

The following process will be followed:

1. Multiple candidates will be interviewed by the committee. The committee members will receive at least four calendar days' notice prior to the date of interview(s) unless an urgent situation arises.

2. References will be called and checked.

   a. There shall be a minimum of three references requested from the candidate.

   b. The most recent supervisor should be one of the references provided.

3. At least two candidates will teach a lesson with students and the interviewing committee present.

4. A follow-up interview will be held with desirable candidates to discuss the lesson presentation and to ask additional questions. This can be scheduled in conjunction with the lesson.

5. The administrator will select two finalists to be interviewed by the Superintendent and/or Curriculum Director.

6. Additional reference checks may be conducted by the Superintendent and/or Curriculum Director.

7. Superintendent and/or Curriculum Director will confer with the administrator to determine who will be recommended to the BOARD for approval.

If a deviation from the above procedure is desired, administration will inform the ASSOCIATION President or designee, and the parties will come to a mutual agreement.

J. Whenever a vacancy arises or is anticipated in a supervisory position, the Superintendent shall promptly post notice of same on a bulletin board in each school building for no less than seven (7) calendar days before the position is filled and notify the ASSOCIATION President. All supervisory positions shall be posted with accompanying job descriptions. If the new position is created during the summer, the Superintendent shall promptly notify all staff members by e-mail unless otherwise designated on Appendix F, Statement of Intent to Return and Assignment Preference. Postings will also be listed on the District's Web Site under its Employment page. Webberville teachers who submit applications for supervisory positions within the system will be interviewed and receive consideration with other applicants. The ASSOCIATION President will be notified of who was selected to fill the position.

K. Any teacher who shall be transferred to an administrative or executive position and shall later return to teacher status shall be entitled to retain such rights as he/she may have had under this Agreement prior to such transfer to supervisory or executive status. Years of service and seniority will not accrue during the time a teacher is in an administrative position. If the teacher's position has been permanently filled, he/she may not return to the bargaining unit until a vacancy occurs for which he/she is certified and qualified.

ARTICLE 19
Compensation

A. The basic salaries of teachers, guidance counselors, and librarians covered by this Agreement are set forth in Appendix A, which is attached to and incorporated in this Agreement. Such salary schedule shall remain in effect during the designated periods.

B. A teacher's hourly rate is to be determined by dividing his/her annual regular salary by the product of seven (7) hours per day times the number of calendar days in the Master Agreement.

C. Payment for voluntary extra duty assignments shall be set forth in Appendix B, or elsewhere in this Agreement, and shall be compensated in accordance with the provision of this Agreement without deviation.

D. Teachers required to substitute on their planning time shall be paid thirty dollars ($30.00) per hour or should receive compensatory time equivalent to the time substituted.

E. The 2011-2012 Appendix A salary schedule shall remain the same as the 2010-2011 schedule, with all increment steps and lane changes granted according to the process outlined therein. Appendix A contains a salary formula base to be used as a re-opener for the 2012-2013 school year.

F. Classes taught before or after the regular school day shall be compensated at the Appendix A salary schedule hourly rate, when the class is in addition to a full day schedule.

G. All part-time teachers shall receive the following:

1. Salary pro-rated according to scale
2. Pro-rated benefits
3. All other contractual benefits, including sick days earned at their current rate of pro-ration

ARTICLE 20
Insurance

The BOARD agrees to furnish to all employees covered by this Agreement the following insurance benefits.

A. The Board agrees to provide health insurance to all full-time employees (insurance for part-time employees is prorated) with the WEA choosing the health insurance plan to be used. For the 2010/2011 & 2011/2012 plan years, the health insurance plan will be PHP/PPOM. The parties shall re-open negotiations regarding insurance coverage for 2012/2013.

   Any and all required payments above $1100 per month shall be the responsibility of the employee. Such payments shall be deducted from the employee's payroll check each month through a BOARD-sponsored Section 125 Plan salary reduction agreement. Employees may choose to participate in Plan B in lieu of receiving health insurance as provided for in Plan A. The payment amount above the $1100 (if any) shall be an equal contribution per teacher derived from those participating in Plan A by blending the following cost factors over a 12-month period: the pre-payment of the HSA deductible and the premium amounts for health, dental, vision life and LTD insurances. The ASSOCIATION may make adjustments to Plan A and/or Plan B at the end of any plan year to address insurance coverage and/or cost containment measures.

   The BOARD and the ASSOCIATION agree to negotiate in the Spring the BOARD contribution rate and the employee contribution rate, once insurance premium rates are released by the insurance providers. The parties agree to negotiate how insurance premium rate increases will be covered, and the contribution that each party makes to maintain coverage until a successor agreement is reached for the school year 2012/2013.

   New hires will be covered under an HRA insurance program until eligible for the HSA insurance program on January 1. New hires must elect their subscriber status for Plan A or choose Plan B by their first workday. New hires will receive their entire deductible amount based on their subscriber status ($1250/singles, $2500/two person and family). It will be administered through a debit card system the same as the one for current employees.

   The pro-ration for insurance benefits will be based on the percentage of time worked applied to the Board contribution (Example: if an employee works 65%, then he/she shall receive 65% of the Board's insurance contribution; using $1100/month as the Board's contribution, the employee would receive $715/month).

   Plan A:

   PHP/PPOM health insurance plan with an HSA pre-paid debit card to cover a $1250/single subscriber deductible and a $2500/two-person or family deductible, including preventative care and a 0% Rx prescription plan.

Delta Dental Plan: 100/90/90/90: $1500

Vision: VSP-3

Markat Benefit Administration, Inc. LTD Plan (Sept. 1, 2010 to Aug. 31 2013
60 calendar day modified fill
$4000 maximum
Social Security Freeze
Alcohol/drug addiction and Mental/nervous same as any other illness, 66 2/3% coverage,
Medical premium benefit.

Markat Benefit Administration, Inc. Neg. Life (Sept.1, 2010 to Aug.31 2013)

$35,000 with AD & D

Plan B

Dental: Same as Plan A
Vision: Same as Plan A
LTD: Same as Plan A
Negotiated Life: Same as Plan A at $40,000 with AD & D

In addition, each Plan B subscriber shall have a cash option in lieu of health insurance in an amount equal to $400 per month. Employees may invest these funds in MESSA tax exempt cafeteria options on a salary reduction assignment basis. Any additional compensation shall be paid in equal installments with each paycheck. The additional compensation shall be subject to all required tax withholdings.

Should a bargaining unit member choose to invest the additional compensation in a tax deferred annuity, a salary reduction agreement will be signed by the member and filed with the payroll department. Bargaining unit members who choose to invest beyond the additional compensation will also file a salary reduction agreement with the payroll department. An open enrollment period shall be provided whenever contribution subsidy amounts change for the group. Costs related to the administration of benefits under this program shall be borne by the BOARD.

ARTICLE 21
School Calendar

A. The school calendar will be negotiated each year as part of the contract. It will be the goal of the BOARD and the ASSOCIATION to have the school calendar agreed upon prior to May 1. Because of the mutual agreement that half days do not offer optimal education, half days will be kept at a minimum. The ASSOCIATION recognizes that the BOARD has the right under Public Act 379, as amended, to establish the first student day of school.

B. As long as state law requires that schools make up snow days in order to receive full state aid payments, the following shall apply:

Necessary make-up days to meet the state requirement for providing hours of pupil instruction as set forth in Section 380.1284 of the Revised School Code and the State Aid Act shall be scheduled in whole and partial days according to the following:

Time Required to Be Made Up	Make-Up Days
1 - 3 hours	1/2 day
Over 3 hours	Full day

C. In the event that it becomes necessary for the Superintendent to cancel school because of Acts of God or other conditions not within the control of school authorities such as fire, epidemics, mechanical breakdowns or health conditions, as defined by the city, county or state health authorities, the teachers will not be required to report for duty nor shall the calendar be adjusted to make up for the lost hours unless such adjustment in the calendar is required by state law for the District to receive state aid. Such required make-up hours shall be added to the end of the school calendar unless otherwise mutually agreed by the BOARD and the ASSOCIATION with no additional pay.

D. The calendar(s) for the school year(s) shall be set forth in Appendix C.

ARTICLE 22
Negotiation Procedures

A. The ASSOCIATION shall designate a teacher in each school building as ASSOCIATION Representative (A.R.). The principal and ASSOCIATION Representative may, upon request, meet at least once a month for the purpose of reviewing the administration of the contract and of resolving problems which may arise. These meetings are not intended to bypass the grievance procedure.

B. Between March 1 and March 15, the parties shall initiate negotiating for the purpose of entering into a successor Agreement for the forthcoming year. Release time shall be provided to the ASSOCIATION'S negotiating committee to permit the parties to alternately meet both during and after regular school hours for the purpose of reaching a successor Agreement as rapidly as possible.

C. Neither party in any negotiations shall have any control over the selection of the negotiating or bargaining representatives of the other party. The parties mutually pledge that their representatives will have all necessary power and authority to make proposals, consider proposals, and make concessions in the course of negotiations.

D. There shall be three (3) signed copies of the final agreement for the purpose of the record, one (1) retained by the BOARD, one (1) by the ASSOCIATION, and one (1) by the Superintendent.

ARTICLE 23
Seniority

A. No later than thirty (30) days following ratification of this Agreement and by every September 30 thereafter, a seniority list shall be prepared.

1. Duly elected ASSOCIATION officers whose presence is necessary to ensure that the collective bargaining agreement is followed and enforced shall be placed at the top of the seniority list and shall remain at the top of the list during their terms of office. The ASSOCIATION will notify the BOARD, no later than March 30th of each year, of the officers for the following school year.

2. All teachers shall be ranked on the list in order of their beginning date of employment in this school district. The beginning date of employment shall be the first contract day worked according to the school calendar for that year.

3. If two or more teachers are found to have equal status in two (2) above, the teacher possessing the most teaching experience shall be placed higher on the seniority list.

4. If two or more teachers are found to have equal status in two (2) and three (3) above, the teacher possessing the higher degree shall receive the higher ranking on the seniority list.

5. If two or more teachers are found to have equal status in two (2), three (3), and four (4) above, the teacher possessing the greater number of hours beyond his/her degree shall receive the higher ranking on the seniority list.

6. If two or more teachers are found to have equal status in two (2), three (3), four (4), and five (5) above, the teachers so affected will participate in a drawing, by lot, to determine position on the seniority list. The ASSOCIATION and teachers so affected shall be notified in writing of the date, place, and time of the drawing conducted by the Superintendent and ASSOCIATION President. The drawing shall be conducted openly and at a time and place which will reasonably allow affected teachers and ASSOCIATION Representatives to be in attendance.

7. The seniority list shall be published and posted conspicuously in all buildings of the district. Periodic revisions shall be derived, published, and posted in the same manner as described above.

8. All seniority is lost when there a break in service. However, seniority is retained if the break in service is due to layoff or leave of absence.

B. Seniority Verification Form. (Appendix G) - Following individual consultation with each teacher, a Seniority Verification Form shall be completed and signed by the Superintendent and the respective teacher. The Seniority Verification Form shall be placed in the teacher's personnel file with a copy given to the teacher. If interruptions of service necessitate modifications or adjustments in the seniority date, a new Verification Form shall be completed following the same procedure as provided herein. The signed Seniority Verification Form shall become the governing document for the identification of a teacher's seniority date. A copy of any new or changed form will be immediately provided to the ASSOCIATION President.

ARTICLE 24
Position Elimination and Layoff Procedures

A. Before the BOARD makes any necessary reduction in personnel or eliminates a position causing the displacement of staff, it will first consult with the ASSOCIATION regarding the effects of such reduction or displacement. This will include, but not be limited to, such problems as the criteria used for the determination as to who will be discharged or laid-off and the re-employment rights of such persons. Subsequent to consulting with the ASSOCIATION and prior to the implementation of any displacement or reduction of personnel, the BOARD shall provide the ASSOCIATION with a written proposal outlining its intended course of action. The ASSOCIATION shall be provided the opportunity to respond to the BOARD'S proposal.

1. The parties agree a displacement has occurred whenever a position is eliminated, but there are enough remaining positions for all bargaining unit members to continue to be employed at the same number of hours they previously held. The parties agree that the intent of this staffing process is to retain all currently employed bargaining unit members whenever possible. The following procedure shall be used for the displacement process.

   a. When a position is eliminated at a grade or program level, the least senior bargaining unit member in that position shall be notified his/her position has been eliminated and that he/she is displaced. The displaced member shall be informed of any vacant position(s), either newly created or otherwise vacated. The displaced member/s will have first rights to any vacant position(s) based on seniority, certification/qualifications, and principal approval. All other vacancies will be posted in accordance with Article 18.

   b. If no internal staff reassignment results in the retention of all bargaining unit members, then the displaced teacher with the least seniority from Section A-1.a. shall be assigned to the original vacant position, provided he/she has the certification/qualifications for the position.

   c. If the displaced teacher does not possess certification/qualifications for the original vacant position, then the reassignment of other bargaining unit members may occur if it would result in the retention of all currently employed bargaining unit members. Bargaining unit members with the least seniority shall be the first reassigned whenever possible.

2. In the event of necessary reduction, the following procedures and conditions shall be observed by the BOARD:

   The BOARD shall develop in consultation with the ASSOCIATION a list of necessary staff positions based upon the proposed educational programs of the forthcoming school year. This list shall be developed prior to June 15 of each year for the forthcoming year. Such list shall include types of positions required, i.e., grade level (elementary), subjects (grades 7 through 12), special services (social workers, nurses, special education, diagnosticians, etc.). This list of staff positions shall be published and posted in each building and a copy shall be sent

to the ASSOCIATION. Such list shall contain the names of the teachers to be retained as determined by (a) through (e) below.

a. Teachers shall be placed in positions based on seniority order.

b. Tenure teachers will be placed in an assignment matching his/her current grade, department, and school setting based on staffing needs.

c. If no position exists in the tenure teacher's current grade or department, he/she will be assigned to another grade or department for which he/she is certified and qualified. When a choice of grade or department is possible, the teacher being assigned will have his/her choice with the building principal's approval.

d. Probationary teachers will be reassigned to a position matching his/her current grade, department, and school setting based on staffing needs.

e. If no position exists in the probationary teacher's current grade or department, he/she will be assigned to another grade or department for which he/she is certified and qualified. When a choice of grade or department is possible, the teacher being assigned will have his/her choice.

f. If no position remains in any grade or department for which the teacher is certified and qualified, the teacher will be laid off upon written notice made no later than thirty (30) calendar days prior to the effective date of layoff, but no later than June 30.

g. Qualifications for placement in a position shall be determined in accordance with Article 17, Section D, of this Agreement.

h. The ASSOCIATION President shall be notified of the date, time, and place when the above procedures are implemented and related assignments are made.

3. A laid-off teacher shall, upon application, be granted priority status on the district substitute teacher list, such priority being determined according to seniority.

4. <u>Recall Rights</u>

a. A laid-off teacher shall be recalled to the first vacancy for which he/she is certified/qualified in reverse order of layoff.

b. A laid-off teacher shall be considered laid off until he/she is reinstated in the district, refuses an offer from the BOARD of a position for which he/she is certified/qualified, or fails to respond within fifteen (15) calendar days of its receipt to a written offer of a position made by the BOARD. The teacher must be able to return within thirty (30) calendar days of said receipt.

c. Notifications of a recall shall be made in writing, a copy being sent to the ASSOCIATION President. The notification shall be sent by certified mail

to the teacher's last known address. The teacher is responsible for notifying the district of any change in address which may occur during the period of layoff.

d. Recalled teachers shall be entitled to all sickness and leave benefits accumulated at the time of layoff and those existing in the contract at the time of recall.

e. A laid off teacher shall lose his/her seniority recall rights and rights to continued employment if he/she is not recalled within one (1) years from the effective date of layoff.

B. The certification of a teacher to be laid off shall be the certification on file with the BOARD at the time the notice of layoff is sent. The certification of a teacher to be recalled from layoff shall be the certification on file with the BOARD at the time the notification of recall from layoff is sent. It is the teacher's responsibility to notify the BOARD in writing of any corrections or changes.

C. If the District encounters a substantial loss of student enrollment or loss of state aid, the BOARD may request that the ASSOCIATION'S Executive Board temporarily waive or modify the layoff notification requirements of Section A.2. Such request shall be accompanied by appropriate documentation.

D. Elimination of a Bargaining Unit Position after June 30

The parties agree a layoff has occurred whenever there are more bargaining unit members than there are positions available or a position is reduced to fewer hours of work. If a position is eliminated or reduced after June 30 (due to insufficient enrollment or program elimination), then the member with the least service in the District shall be notified in writing that his/her position has been eliminated, provided there are certified/qualified bargaining unit members to fill the remaining positions. The layoff procedure shall be followed as outlined in Section A.2. of this Article.

ARTICLE 25
Teaching Conditions

A. All ASSOCIATION members shall receive a pass to all school sponsored activities such as athletic and fine arts events. When teachers do attend athletic events, they will accept, indirectly, professional responsibility for the discipline of the students.

All ASSOCIATION members and their immediate family members will receive an annual pass for the Spartan Center. When teachers are in the Spartan Center, they will accept, indirectly, professional responsibility for the discipline of the students.

B. The BOARD recognizes that appropriate texts, instructional technology, educational software, library reference facilities, maps and globes, laboratory equipment, audio-visual equipment, art supplies, athletic equipment, current periodicals, standard tests and questionnaires, and similar materials are the tools of the teaching profession. Therefore, the BOARD will make every attempt to ensure teachers have the resources they need in order to be more effective in the classroom.

C. The BOARD agrees to procure a substitute for an absent teacher rather than use a regular employee of the school except in an emergency. The BOARD agrees that every effort will be made not to remove a teacher from his/her regular classroom assignment. By mutual agreement, the building representative and the building principal shall resolve emergency situations.

D. The parties recognize the need for parental involvement as part of the educational process. Parents/guardians who wish to visit a classroom shall stop in the office to register and get a visitor pass before proceeding to classroom areas or visiting classrooms. As provided by law, parents/guardians will not be allowed to visit the classroom when testing is taking place.

1. Administrators or administrative assistant will call the teacher's classroom to give them advance notice and input about the visit.

2. Administrators will not allow visitors in the teacher's classroom when in the judgment of the administrator and teacher the visitor will be detrimental to the educational process or safety of teacher and/or student(s).

3. Parents or visitors who wish to participate in the educational process need to make arrangements at least 24 hours in advance.

4. Any prospective families or visitor(s) must contact the building principal who will consult with the classroom teacher to determine the appropriateness and timing of the visit.

E. Personnel file:

Each teacher shall have the right, upon request, to review the contents of his/her personnel file. Personnel file information shall not be stored on any computer with unsecured access. A representative of the ASSOCIATION may, at the teacher's request, accompany the teacher in this review.

In the event that a court order is presented for information from the personnel file, the teacher shall be promptly provided with a copy of the court order. Information from the teacher personnel file may not be released to third parties who are not representatives or agents of the District without prior written permission of the teacher, unless such release is required by law.

Each teacher's file shall contain the following minimum items of information:

1. All teacher evaluation reports
2. Copies of annual contracts
3. Teaching certification
4. Tenure recommendation

When information is placed in a teacher's personnel file, he/she shall be notified in writing. The teacher may place in his/her file, at any time, a rebuttal to any material or any nature and said response shall become a part of said file.

Freedom of Information Act (FOIA) Requests:

To the extent permitted by law, the Board of Education shall require that any request for information from a teacher's personnel file shall be placed in writing, and shall be specific regarding the information requested. A copy of the request shall be furnished to the ASSOCIATION President and the affected teacher. The administration shall provide the list of documents to be released. If the individual teacher wishes to write a response to any discipline or evaluative records which are to be released, they shall do so within five (5) days. The individual teacher's written response shall accompany the released documents. Only to the extent permitted by law is requested information to be released. The individual teacher shall receive copies of all released information.

1. All documents, communications or records dealing with a grievance shall be filed separately from the personnel files of participants.

2. All medical records and references to any medical condition shall be kept separate from the personnel file.

F. Teachers may be excused from their duties ahead of time by the building principal.

G. Building administrators and their staff will select a day for staff meetings and professional development. Administrators cannot schedule more than four meetings per month and only as necessary.

At least eighteen (18) days shall be set aside for staff meetings devoted to professional development. Professional development meetings will begin at the end of the school day and will be one hour in length and conclude no later than 4:15 pm. Notice of meetings shall be given one week in advance by the administrator.

Regular staff meetings will begin at the end of the school day and will last no longer than 4:15 pm. Notice of after school staff meetings will be given one week in advance by the administrator. The parties further agree that due to certain circumstances, such notice may not be afforded.

A tentative schedule of after school meetings will be distributed to teachers at the beginning of the school year.

H. Every effort will be made to limit secondary teachers to no more than four (4) preparations per year.

I. Teachers shall be required to attend up to six (6) evening meetings per year as negotiated in the calendar. Required meetings scheduled to start later than one (1) hour after the end of the work day or run later than one (1) hour after the end of the work day shall be considered an evening meeting and shall be announced in advance. Any function or activity beyond the six (6) evening meetings shall be compensated at the rate of $30.00 per event, unless covered elsewhere in the contract.

J. Attending graduation ceremonies by secondary teachers is required. It is strongly encouraged that all other teachers attend.

K. Part-time teachers shall have a pro-rated planning time based either on the number of instructional periods taught per day at the secondary level or hours of instruction per day at the elementary level.

L. A teacher engaged during the school day in negotiating on behalf of the ASSOCIATION with any representative of the BOARD or participating in any professional grievance negotiation shall be released from regular duties without loss of salary, paid leave day, or Association day.

ARTICLE 26
Job Sharing

A. Job sharing shall be defined as two teachers sharing one full time position, one of which shall be a tenured teacher.

B. Job sharing assignments shall be limited to one full time assignment at the elementary level and one full time assignment at the secondary level. Such additional job share assignments are granted at the discretion of the BOARD.

C. Agreements to job share shall be voluntary and will be considered for approval by the Superintendent only upon the recommendation of the building principal(s). In order to establish a shared job assignment, the teachers involved shall file an application with the building principal by March 31. In determining job sharing hours, the teacher with the most seniority shall have preference. The job sharing assignment shall become final when the teachers, principal, and Superintendent have reached mutual agreement that planning for the assignment has been completed. Final plans for the assignment must be completed by June 1, unless the parties mutually agree to an extension.

D. Job sharing shall commit the teachers and BOARD to not more than one school year. An evaluation of the job share program arrangement, with feedback from all groups affected, shall take place at mid year and year end for the purpose of determining the need for adjustments, continuation or termination of the arrangement. At the end of the job share assignment and by mutual agreement between the teachers, principal and Superintendent, the job sharing assignments may be renewed.

E. If the job sharing assignment is not renewed, the teachers will be returned to their original building(s) in positions for which they are certified and qualified. Consideration will be given to returning teachers to their former positions if they exist, with the more senior teacher given first consideration.

F. The shared time positions are intended to be for a full year. If a full time position opens during the school year, it may be filled by a teacher in a shared assignment subject to the provisions in Article 28 (Vacancies, Promotions and Transfers) and only upon the approval of the Superintendent.

G. Seniority shall accrue as if the teachers were employed full time.

H. Teachers in a job sharing assignment will be given one-half (1/2) year credit and one-half (1/2) the increment between steps at the appropriate level. Teachers in a shared time assignment will be paid on a pro-rata share of salary which reflects the fraction of time the position is shared and as provided for in the salary schedule of the Master Agreement.

I. If teachers in a shared assignment substitute in each other's absence, they shall be paid the substitute rate.

J. Fringe benefits (as provided for in Article 20, Section A., Insurance Plan A), shall be pro-rated based on the fraction of time the position is shared. The teacher may elect to pay the remainder of the Plan A premium or apply his/her pro-rated insurance benefit to Insurance Plan B. If the teacher elects Plan B, any remaining compensation shall be received as cash, or invested in a tax-deferred annuity through a salary reduction agreement as outlined in Article 20, Section A.

K. Sick leave, personal leave, and planning time (to the extent possible) shall be pro-rated based on the fraction of time the position is shared.

L. Job-sharing teachers shall be expected to attend all professional development days, parent-teacher conferences, regular after-school meetings, required evening meetings, the first teacher workday and the last teacher workday, and one-half of the scheduled records days, unless excused by their building administrator.

M. The job-sharing teachers shall confer regularly for the purpose of planning and parent communication.

N. A journal and/or log system will be implemented to enhance communication between the job-sharing teachers.

O. Refusal to accept a shared assignment does not forfeit a laid-off teacher's right to be recalled to a full-time position as provided for in the Master Agreement.

P. A job sharing arrangement shall not be implemented if it would cause a senior, part-time teacher from assuming a desired full time position.

Q. All other terms and conditions of the Master Agreement shall apply to teachers in a job-sharing assignment as if they were a regularly assigned teacher.

R. It is understood that the decision to grant a job-share request shall be at the sole discretion of the BOARD and the decision of the BOARD shall not be subject to the grievance procedure.

ARTICLE 27
Miscellaneous Provisions

A. This Agreement shall constitute the full and complete commitments between both parties and may be altered, changed, added to, deleted from, or modified only through the voluntary, mutual consent of the parties in written signed amendment to this Agreement.

B. Copies of this Agreement shall be printed at the expense of the BOARD within thirty (30) days after the Agreement is signed and presented to all teachers now employed or hereafter employed by the BOARD. Further, the BOARD shall furnish ten (10) copies of the MASTER AGREEMENT to the ASSOCIATION for its use.

C. 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. Any individual contract hereafter executed shall be expressly made subject to and consistent with the terms of this or subsequent Agreements 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.

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

E. The terms and conditions of this contract shall remain in force until a successor Agreement is entered into by the parties concerned.

Article 28
Duration of Agreement

This agreement shall be effective as of July 1, 2010, and shall continue in effect until June 30, 2013.

WEBBERVILLE EDUCATION ASSOCIATION

By: _____
President

By: _____
Secretary

Date: October 27, 2011

WEBBERVILLE BOARD OF EDUCATION

By: _____
President

By: _____
Secretary

Date: October 27, 2011

APPENDIX A
2010 - 2011 Salary Schedule
Effective July 1, 2010
(See Article 19, *Compensation,* Section E)

	BA	BA+18	MA	MA+20
Step 1	$32,437	$33,238	$34,033	$34,731
Step 2	$33,510	$34,941	$35,682	$36,377
Step 3	$36,202	$37,581	$39,309	$40,002
Step 4	$38,138	$39,860	$41,589	$42,285
Step 5	$39,517	$41,589	$43,658	$44,354
Step 6	$41,093	$43,341	$45,596	$46,295
Step 7	$42,472	$45,075	$47,677	$48,375
Step 8	$44,212	$47,150	$49,409	$50,104
Step 9	$46,295	$48,721	$51,141	$51,839
Step 10	$48,027	$50,627	$53,225	$53,922
Step 11	$49,357	$52,305	$55,256	$55,952
Longevity	12-14yrs	$4,291		
	15-17yrs	$5,152		
	18-20yrs	$5,740		
	21-23yrs	$6,177		
	24-27yrs	$6,615		
	28+yrs	$7,135		

Each longevity increase applies only once in each period indicated. Longevity credit refers to accumulated years of credit accepted by and earned in Webberville Schools.

Upon providing written confirmation of additional hours salary schedule track advancement shall occur at the next regular pay period. Refer to Appendix D.

Term hours shall be equated as 2/3 of a semester hour. Ten (10) SB-CEU hours (State Board Continuing Education Units), acquired within a five year period of the application date for salary lane change (Appendix D), shall be credited as one (1) semester hour.

APPENDIX A
2011 - 2012 Salary Schedule
Effective July 1, 2010
(See Article 19, *Compensation,* Section E)

WEA members shall receive ½ steps on schedule at the beginning of the year and a $200 off-schedule lump sum payment which is paid out in the first semester. WEA members on longevity shall move on schedule and receive a $200 off-schedule lump sum paid out in first semester.

The blended student count for 2010-2011 was 641 and 637 students are budgeted for the 2011/12 school year. If the student count in the Fall of 2011 is at or above 645, WEA members shall receive a $200 on-schedule payment to be paid out after the official count audit date. If the student count in the Fall of 2011 is at or above 650, the remaining half step on-schedule amount shall be paid out after the official count audit date, minus any expenses for necessary additional sections due to growth (i.e. - additional teacher hired to accommodate additional students).

Each longevity increase applies only once in each period indicated. Longevity credit refers to accumulated years of credit accepted by and earned in Webberville Schools.

Upon providing written confirmation of additional hours salary schedule track advancement shall occur at the next regular pay period. Refer to Appendix D.

Term hours shall be equated as 2/3 of a semester hour. Ten (10) SB-CEU hours (State Board Continuing Education Units), acquired within a five year period of the application date for salary lane change (Appendix D), shall be credited as one (1) semester hour.

APPENDIX A
2012 - 2013 Salary Schedule
Effective July 1, 2010
(See Article 19, *Compensation,* Section E)

Salary re-opener formula basis: All revenue sources beyond the current (June 2011) projections for 2011/12 and 2012/13, including all local, state, and federal funding sources, minus expenses for added sections and $50,000 for maintenance/furniture, shall be used as a base during the 2012/13 re-opener for the purpose of maintaining the WEA bargaining unit's operating percentage of 40%. The base amount does not include the $100 per pupil amount for "Best Practices" that may be granted by the state, and has already been earmarked in the 2011/2012 budget. The WEA bargaining unit is approximately 40% of the districts operating budget, so 40% of additional revenue beyond the earmarked expenses listed above that would have to be paid first to bargaining unit members in an established process as bargained by the parties during this re-opener.

Each longevity increase applies only once in each period indicated. Longevity credit refers to accumulated years of credit accepted by and earned in Webberville Schools.

Upon providing written confirmation of additional hours salary schedule track advancement shall occur at the next regular pay period. Refer to Appendix D.

Term hours shall be equated as 2/3 of a semester hour. Ten (10) SB-CEU hours (State Board Continuing Education Units), acquired within a five year period of the application date for salary lane change (Appendix D), shall be credited as one (1) semester hour.

APPENDIX B
Extra Curricular Assignments

A. Coaches and sponsors will be paid on the appropriate step of the BA schedule. Coaches and sponsors who are new to the system shall be given up to five (5) years credit for their previous experience in an activity.

B. Teachers currently in the system retain all previous experience credit, and if new to an activity, may transfer up to five (5) years credit.

C. Teachers currently in the system and under other schedules will be grandfathered on the schedule that they were compensated on during the 1979-1980 school year.

D. The BOARD supports a philosophy of filling coaching positions from within its own teaching staff. Varsity coaching positions shall be posted within and outside of the bargaining unit. All bargaining unit members applying for a position shall be granted an interview. If there is an outside applicant who has substantially superior qualifications, then the BOARD may hire the outside applicant.

APPENDIX B-Extra Curricular Salary Schedules

Athletics

Varsity Boys' Basketball	10.0%
JV Boys' Basketball	8.0%
8th Grade Boys' Basketball	3.5%
7th Grade Boys' Basketball	3.5%
Varsity Girls' Basketball	10.0%
JV Girls' Basketball	8.0%
7th Grade Girls' Basketball	3.5%
8th Grade Girls' Basketball	3.5%
Freshman Basketball—Boys or Girls	5.0%
Varsity Boys' Baseball	8.0%
JV Boys' Baseball	5.0%
Varsity Girls' Softball	8.0%
JV Girls' Softball	5.0%
Varsity Football	10.0%
Varsity Assistant Football	8.0%
JV Football	8.0%
JV Assistant Football	8.0%
Varsity Boys' Track	8.0%
Varsity Girls' Track	8.0%
Golf – Boys or Girls	5.0%
Track Assistant—Boys or Girls	5.0%
MS Track—Boys or Girls	3.5%
Cross Country	6.0%
Varsity Girls' Volleyball	8.0%
JV Girls' Volleyball	5.0%
MS Volleyball	3.5%
Cheerleading-Fall Varsity	5.0%
Cheerleading-Fall JV	2.5%
Cheerleading-Winter Varsity	5.0%
MS Cheerleading	3.5%
Varsity Wrestling Coach	8.0%
JV Wrestling Coach	5.0%
MS Wrestling Coach	3.5%

Class Sponsors

Seniors (2)	6.00%
Juniors (2)	3.75%
Sophomores (2)	3.75%
Freshman (2)	2.50%
8th Grade	1.25%
7th Grade	1.25%

(The percentage to be divided evenly between sponsors.)

Activities

High School Yearbook	5.00 %
Elementary Yearbook	2.00 %
High School Student Council	4.00 %
MS Student Council	.85 %
Elementary Student Council	.85 %
Summer AG Program	14.00%
High School F.F.A.	6.00%
Middle School F.F.A.	1.00%
Project PALS	1.00%
S.A.D.D.	2.00 %
National Honor Society	2.00 %
National Jr. Honor Society	.625%
Spanish Club	.625%
Science Club-MS	.625%
Science Club-HS	.625%
Library Club	.625%
Quiz Bowl	1.50%
Safety Patrol	.625%
Academic Personal Best (APB) 5@1.0%each	1.0%
Model United Nations	.625%
Chaperones (per event)	$12.50
Ticket Taking (per event)	$18.00
Mentor Teacher per Mentee	1.00%
(2) Curriculum Co-Chairs	1.00%
Department Chair Stipends: English, Fine Arts, Math, Physical Education, Science, Social Studies, Special Education, Vocational Education, Elementary Teacher Leaders (5)	1.00%
Technology Liaison	.625%

Fine Arts

High School Play (per play)	3.50 %
High School Theatre Assistant (per play)	1.50%
Set Construction (per play or Musical)	1.50%
Musical Director	4.00%
Musical Producer	4.00%
Musical Asst.	3.00 %
Elementary Musical Production	3.00 %
Choir Director	9.00%
K-6 Elementary Music Performance (minimum of 6 performances)	5.00%
Band Director	10.00%
Flag Corp	3.00%
Art Club Grades 7-12	.625%

APPENDIX C – School Calendar

WEBBERVILLE COMMUNITY SCHOOLS
2011-2012 Calendar

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

Aug	Teachers' Professional Development Days
Sept	Teachers' Professional Development Day
Sept 2-5	**NO SCHOOL-Labor Day Weekend**
Sept 6	Students' First Day
Sept 13	K-6 Open House, Evening Mtg 6-7:00
Sept 15	Secondary Open House, Evening Mtg 6-7:00
Sept 30	Secondary Progress Reports Calculated
Oct 19	P/T Conferences-All Levels-Evening 4:00-7:00
Oct 20	P/T Conferences-All Levels-Evening 4:00-7:00
Oct 21	**Students**
	1/2 Day Staff: Data Day
Nov 4	End of First Quarter-Secondary, MS Rotation
Nov 18	End of First Trimester-Elementary
Nov 23-25	**NO SCHOOL-Thanksgiving Recess**
Dec 2	Secondary Progress Reports Calculated
	December 19-January 2-Winter Recess
Jan 10-13	Exams - High School
Jan 16	**No School--Martin Luther King Jr. Day**
	Teacher Professional Day
Jan 20	End of First Term-Secondary, MS Rotation
Jan 23	Beginning of Second Semester-Secondary
Feb 16	Secondary Progress Reports Calculated
Feb 17-20	**NO SCHOOL-Presidents' Day Weekend**
Feb 23	P/T Conferences-All Levels-Evening 4:00-7:00
March 2	End of Second Trimester-Elementary
March 23	End of Third Quarter-Secondary, MS Rotation
April 2-6	**NO SCHOOL-Spring Recess**
April 27	Secondary Progress Reports Calculated
May 24	Graduation 7:00 pm
May 25	Last day of school for students
May 28	**NO SCHOOL-Memorial Day**
May 29-June 1	Records Day--Flex-time

M	T	W	TH	F
January				
2	3	4	5	6
9	10	11	12	13
16	17	18	19	20
23	24	25	26	27
30	31			
February				
		1	2	3
6	7	8	9	10
13	14	15	16	17
20	21	22	23	24
27	28	29		
March				
			1	2
5	6	7	8	9
12	13	14	15	16
19	20	21	22	23
26	27	28	29	30
April				
2	3	4	5	6
9	10	11	12	13
16	17	18	19	20
23	24	25	26	27
30				
May				
	1	2	3	4
7	8	9	10	11
14	15	16	17	18
21	22	23	24	25
28	29	30	31	
June				
				1

166
171.5
1079 Student Contact Hours
18 Hours P.D after school Two per month/1 hour each
18 Hours P.D Aug/Sept
Total contact hours = 11 1115 (17 hours over)

6

WEBBERVILLE COMMUNITY SCHOOLS
2012-2013 Calendar

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

Aug Teachers' Professional Development Days

Sept 1-3 NO SCHOOL-Labor Day Weekend
Sept 4 Students' First Day
Sept 11 K-6 Open House, Evening Mtg 6-7:00
Sept 13 Secondary Open House, Evening Mtg 6-7:00

Oct 17 P/T Conferences-All Levels-Evening 4:00-7:00
Oct 18 P/T Conferences-All Levels-Evening 4:00-7:00
Oct 19 1/2 Day Students and Staff

Nov 2 Mid Semester Mark-Secondary
Nov 16 End of First Trimester-Elementary
Nov 22-23 NO SCHOOL-Thanksgiving Recess

December 24-January 4-Winter Recess

Jan 15-18 Exams - High School
Jan 18 End of First Semester-Secondary

Jan 21 Beginning of Second Semester-Secondary

Feb 15-18 NO SCHOOL-Presidents' Day Weekend
Feb 21 P/T Conferences-All Levels-Evening 4:00-7:00

March 1 End of Second Trimester-Elementary
March 15 Mid Semester Mark-Secondary

April 1-5 NO SCHOOL-Spring Recess

May 23 Graduation 7:00 pm
May 24 Last day of school for students
May 27 NO SCHOOL-Memorial Day
May 28-31 Records Day--Flex-time

M	T	W	TH	F
January				
	1	2	3	4
7	8	9	10	11
14	15	16	17	18
21	22	23	24	25
28	29	30	31	
February				
				1
4	5	6	7	8
11	12	13	14	15
18	19	20	21	22
25	26	27	28	
March				
				1
4	5	6	7	8
11	12	13	14	15
18	19	20	21	22
25	26	27	28	29
April				
1	2	3	4	5
8	9	10	11	12
15	16	17	18	19
22	23	24	25	26
29	30			
May				
		1	2	3
6	7	8	9	10
13	14	15	16	17
20	21	22	23	24
27	28	29	30	31
June				

170
174.5
1101.75 Student Contact Hours
18 Hours P.D after school Two per month/1 hour each
12 Hours P.D Aug/Sept
Total contact hours = 1131.5 (33.75 hours over)

6

APPENDIX D
Salary Lane Change Guidelines

A. Credit for hours earned after the BA will begin after the date of the teacher's certificate. Beginning with the 2006-07 school year, first year teachers who have completed an approved teacher preparation program requiring an internship of actual student teaching experience equaling 28 or more weeks of classroom teaching shall be placed on Step 2 of the appropriate salary lane.

B. The bargaining unit member shall submit an application for Credit Approval for Track Advancement to the Superintendent (Appendix D-1). Any course work taken for track advancement must be approved by the Superintendent prior to the start of a class.

C. When undergraduate courses are taken with the expectation of qualifying for advancement on the salary schedule, such as in the case of computer courses or employer-required courses or other courses directly related to the bargaining unit member's employment with the District, the bargaining unit member shall seek advance approval in writing from the Superintendent whose decision shall be final.

D. It shall be the bargaining unit member's responsibility to provide proof of the graduate status of the hours earned through appropriate college or university catalogs or other indicators. It is understood that if graduate or undergraduate hours are part of a masters or doctoral program, they will be accepted.

F. The bargaining unit member shall be responsible for submitting the Salary Lane Change Request form (Appendix D-2). Upon providing written confirmation of additional hours, salary schedule track advancement shall occur at the next regular pay period.

F. An ongoing Joint Committee shall be established to review and make modifications of the criteria utilized to determine eligible credited hours for track advancement on the Salary Schedule. The committee shall consist of two (2) teachers appointed by the ASSOCIATION and two (2) Administrators appointed by the Superintendent. The committee shall meet as needed. Either the Administration representatives or the ASSOCIATION Representatives may call for a meeting of the Joint Committee.

APPENDIX D-1
Credit Approval for Track Advancement Application

It is mutually agreed by the Webberville Community Schools and the Webberville Education ASSOCIATION that the following will govern in determining eligible credited hours for track advancement on the salary schedule:

> The Superintendent must pre-approve all college credits or continuing education credits for eligibility towards track advancement on the salary schedule. College credits or continuing education credits which pertain to or enhance a teacher's present teaching assignment or credits in the field of education will be considered for salary advancement.

_____ _____ _____
Name Teaching Assignment Date

I am applying for approval of the following college credit or continuing education credit for track advancement on the salary schedule.

Course number and title_____ Dept. _____ Credits _____

Course description _____

Reason for taking course _____

_____

Location _____ Instructor _____

Institution granting credit _____

Beginning date _____ Completion date _____

_____ _____
Teacher signature Date

APPROVAL GRANTED _____
APPROVAL DENIED _____

_____ _____
Superintendent signature Date

Grade received: Grade _____
Passed _____
Failed _____

Please, one sheet for each class

APPENDIX D-2
Salary Lane Change Request Form

Please be advised that according to the Master Agreement, I, _____ am entitled to a salary increase by virtue of continued education.

Change Requested (circle one):

BA +18 semester hours

Masters

Masters +20 semester hours

This form must be submitted to the Superintendent's Office for any salary adjustment. The form will be held for processing and no adjustment(s) will be made until a transcript is received from the university; however, a letter of verification from the university will serve as a temporary transcript.

Faculty Member _____

Date _____

For Office Use Only

Previous:	Lane_____	Step_____	Salary_____
New:	Lane_____	Step_____	Salary_____
Approved ☐	Disapproved ☐	_____ Superintendent of Schools	

APPENDIX E
Grievance Report Form

Grievance # _____ **School Year** _____

Distribution of Form:

Principal
Superintendent
Board of Education (Level 3)
Teacher
Building Representative
Association President

LEVEL ONE/FIRST STEP - INFORMAL DISCUSSION WITH BUILDING PRINCIPAL

Date of meeting _____

Issue _____

Resolution _____

Signatures: Principal _____ Teacher _____

Building Representative _____

LEVEL ONE/SECOND STEP - FORMAL GRIEVANCE FORM FILED WITH PRINCIPAL
(The grievance must be filed no later than 10 work days after the informal discussion with the principal.)

Date of meeting _____
(Meeting must occur within 5 work days of receipt of grievance.)

Date alleged grievance occurred _____

Statement of grievance:

_____

Sections or subsections of contract alleged to be violated:

_____

Relief requested:

_____

Signature of Grievant _____ Date _____

Grievance Report Form, page two

Decision of building principal (within 5 work days of meeting):

_____
_____
_____
_____
_____

Signature of Principal_____ Date _____

LEVEL TWO - SUPERINTENDENT
(Grievance hand delivered to Superintendent within 5 work days of the principal's decision.)

Date of discussion with Superintendent

_____
(Meeting to occur within 7 work days of receipt of grievance.)

Decision of Superintendent (within 5 work days of meeting):

_____
_____
_____
_____
_____

Signature of Superintendent _____Date_____

LEVEL THREE - BOARD OF EDUCATION
(Grievance submitted to Board of Education within 5 work days of the Superintendent's decision.)

Date of discussion with Board of Education _____
(next regular meeting or 10 work days, whichever is later)

Decision of Board of Education (within 7 work days of meeting):

_____
_____
_____
_____
_____

Signature of Board President _____ Date _____

LEVEL FOUR - ARBITRATION

Date submitted to arbitration (within 30 calendar days of BOARD decision) _____

APPENDIX F
Statement of Intent to Return and Assignment Preference

Please be advised that according to the Master Agreement, I,

_____ intend to return to my
Name of teacher

current teaching position in the fall of the _____ school year.
Year

In addition, if the following position(s) were to become vacant, I request reassignment/transfer to the position(s) of:

Preference One_____

Reasons_____
_____
_____

Qualifications_____
_____

Preference Two_____

Reasons_____
_____
_____

Qualifications_____
_____

Preference Three_____

Reasons_____
_____
_____

Qualifications_____
_____

Please consider the above request(s) as an application for the position(s).

Teacher's signature _____

Date:_____

Copies to Association President and Superintendent by June 1.

Appendix G
Seniority Verification Form
Webberville Community Schools

Teacher's Name:_____

Official Start Date:_____

Certifications:_____

Degrees:_____

Credits Beyond Degree:_____

Majors/Minors:_____

Endorsements:_____

Previous Service:_____

Areas of Highly Qualified:_____

If a Teacher's official start date is on the same date as other Teachers and all other contractual qualifications in Article 23 are equal, then a drawing will take place to determine the order of seniority. If a drawing is necessary, the results will be listed below:

1._____ 4._____

2._____ 5._____

3._____ 6._____

To be filled out by office of Administration

Leaves of Absences:

Reasons:_____

Dates:_____

This form will be kept in the Teacher's personnel file, to be updated yearly by the office of administration and used to develop the seniority list.