

MASTER AGREEMENT

BETWEEN

**WEST IRON COUNTY
PUBLIC SCHOOLS
BOARD OF EDUCATION**

AND

**WEST IRON COUNTY
EDUCATION
ASSOCIATION**

2015-18

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ARTICLE I

RECOGNITION

WHEREAS, the Board has a statutory obligation, pursuant to Act 379 of the Michigan Public Acts of 1965, to negotiate with the Association as the representative of its certified teaching personnel with respect to hours, wages, terms and conditions of employment, and

WHEREAS, the above designated Association has been recognized by the Board, pursuant to Act 336 of the Michigan Public Acts of 1947, as the negotiating representative for the unit heretofore described, and

- 1.1 The Board recognizes the WICEA as the sole and exclusive bargaining representative for all certified teaching personnel and any teachers hired under an emergency permit, full or part-time, on leave, or on a per diem, hourly or class rate basis, employed or to be employed by the Board. All certificated teachers would be personnel who are qualified and certificated for specific assignments. Such representation shall exclude the superintendent, assistant superintendents, directors of school and community relations, principals, assistant principals, business manager, substitutes and all other supervisory positions as defined in the Public Employment Relations Act.
- 1.2 The Board agrees to negotiate with no other teachers' organization other than the Association for the duration of this agreement.
- 1.3 All students are to be assigned to certificated teaching personnel who are members of WICEA, except by mutual agreement.

ARTICLE II

DEFINITIONS

1. Whenever used herein, unless the contract clearly states a different usage, the following words or phrases shall have the following interpretations:
2. The word "Board" shall mean the duly elected, qualified and acting members of the Board of Education of the West Iron County School District.
3. The word "teacher" shall mean any or all certificated personnel hired and personnel hired under a special permit by the Board pursuant to this Master Agreement and the subordinate statutory contract required by Section 340.569 of the General School Laws of the State of Michigan.
4. The word "superintendent" shall mean the duly qualified or acting superintendent of the school district as appointed by the Board.
5. "Principal" shall mean the person designated as the principal of any school building or buildings.
6. "Supervisor" shall mean any person who observes and evaluates the work performance of teachers, and shall include principals, superintendent, and any other staff member whose reports become a part of each teacher's individual record or are used for tenure purposes.
7. The "Association" shall be the West Iron County Education Association.
8. References to the masculine shall include the feminine and the feminine shall include the masculine.
9. The term "certificated" shall be as defined by the State Board of Education.
10. Number of days mentioned without adjectives are calendar days except leave days which are school days.
11. The term "qualified" as used herein shall mean and refer to, where required by law, "highly qualified" as defined by federal and state departments of education.

ARTICLE III

BOARD RIGHTS AND RESPONSIBILITIES

1. The employer, on its behalf, and on behalf of the electors of the school district, hereby retains and reserves unto staff, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of Michigan and the United States unless otherwise limited by the specific terms of this Agreement the right:
 - A. To the executive management and administrative control of the school system and its properties and the school activities of its employees.
 - B. To manage and direct the working forces, including the right to hire, promote, suspend, discharge and demote employees; transfer employees; assign work, subcontract for non-bargaining unit work; determine the size of the work force and to lay off employees in conformance with this Agreement.
 - C. Determine the services, supplies and equipment necessary to continue its operations.
 - D. Adopt reasonable rules, regulations and educational policies in conformance with the terms and provisions of this Agreement.
 - E. To determine the qualifications of employees and conditions of employment within the limitations of State and Federal law.
 - F. Determine the number and location or relocation of its facilities, including the establishment or relocations of new schools, buildings, departments, divisions or subdivisions thereof, and the relocation or closing of offices, departments, divisions or subdivisions, buildings or other facilities.
 - G. Determine all financial policies of the school district not contrary to the terms and provisions of this Agreement.
 - H. Determine the size of the management and administrative organization, its functions and authority.

ARTICLE IV

TEACHER/ASSOCIATION RIGHTS AND RESPONSIBILITIES

Teacher Rights

1. Unless specifically provided for herein or limited by the terms of this contract, the Association and each individual teacher employed as aforesaid, reserves unto itself or himself/herself all of the rights, privileges and immunities granted to it or him/her under the laws of the State of Michigan.
2. Each teacher has a right to conduct his/her personal and family life within the rights guaranteed to him or her by constitution and law.
3. A teacher will have the right to review the contents of all records of the district pertaining to said teacher, originating after original employment and the right to have a representative of the Association accompany him/her in such review. No material originating after original employment will be placed in his/her personnel file unless the teacher has had an opportunity to review the material. The teacher may submit a written notation regarding any material and the same shall be attached to the file copy of the material in question. If the teacher is asked to sign material placed in his/her file, such signature shall be understood to indicate his/her awareness of the material, not necessarily agreement.
4. A teacher who sincerely believes material placed in his/her file is not correct or in error, may seek adjustment provided good cause is demonstrated. With good cause shown or demonstrated, the teacher may have the material corrected or if completely incorrect, removed from the file through the grievance procedure.
5. The Board, its officers, representatives and agents will not interfere with the rights of its teachers to become members of the Association. There shall be no discrimination, interference, restraint or coercion by the Board or any of its agents against any teacher because of membership in the Association.
6. If requested, a teacher shall have an association representative present at a meeting where disciplinary action may result.

Association Rights

7. The Board will at reasonable hours, grant to the Association the right to use any part of the school building facilities for meetings and professional activities, but only at such times as such meetings or activities shall not interfere with the normal school activities and, provided further, that the Association will reimburse the Board for any additional expenses for personnel and utilities incurred by the Board in providing such facilities.

8. The Board agrees to furnish to the Association, upon reasonable written request, information concerning financial resources of the district, including annual financial reports, audits, employee directory, tentative budget requirements, minutes of Board meetings, Board agendas, salaries paid to Association members and other information that will assist the Association in developing accurate and informed plans for teachers, together with information that may be necessary for the Association to process any grievance which may arise. The Association will abide by time allotments stipulated by the Board for furnishing such information.
9. The Association shall be given opportunity to consult with and advise the Board concerning matters of:
 - Revision of education policy
 - Curriculum
 - Construction of educational facilities
 - Student regulations
 - Educational equipment
 - Textbooks, etc.
10. The Association's Executive Board shall have the right to have matters of concern placed on the Board agenda by submitting them to the superintendent five (5) days prior to the Board meeting.
11. The Board shall, whenever possible, inform the Association's Executive Board of proposals relating to the above matters prior to adoption and/or general publication.
12. Proposed changes in the curriculum shall be discussed with all appropriate teachers before being proposed to the curriculum committee.
13. A teacher engaged during the school day with any representative of the Board or participating in any professional grievance negotiation, including arbitration, shall be released from regular duties without loss of salary.
- 4.14 Positions for extracurricular activities, including coaching positions, shall be offered to bargaining unit members first. Only when there is no qualified bargaining unit members applying for extra-curricular positions shall non-bargaining unit members be utilized for these positions.
- 4.15 On the fourth Thursday of each month at 4:00 p.m., the negotiator for the Board and the Association will meet to maintain continuity of discussion and to interpret contract provisions. Meetings may be dispensed with by mutual agreement. These meetings may also be used to discuss pending rules, orders or regulations of the Board, unless they are of an emergency nature.

Responsibilities

- 4.16 It is the responsibility of each individual teacher, as well as the Board, to provide the highest quality of educational program practicable for every boy and girl in the school district. This includes:
- A. Careful preparation for each day's class work.
 - B. Participation in and attendance at such meetings of the staff or personnel as may be designated by the Board.
 - C. Participation in or supervision of activities of the school such as:
 - 1. Meetings with parents or other persons responsible for the activities of the pupil.
 - 2. Open houses and similar functions.
 - 3. Community activities such as concerts, plays, performances, or other extracurricular activities designed to demonstrate to the public the scope of school activities and what participation parents or guardians may make as assisting in the education, welfare, health and safety of the pupils in the district.
- 4.17 Teachers will follow prescribed courses of study for specific subject areas that have been developed by principals and teachers. However, the teaching of good citizenship and good health habits will be expected from all teachers at all times. Both parties agree that there are times when it is effective to plan and teach some units correlating two or more curricular subjects in a meaningful manner.
- 4.18 Teachers are expected to participate in those activities which are customary to the teacher's specific teaching assignment. Dances and other activities are to be chaperoned by those who volunteered to be in charge or are sponsors of said activities. Teachers who sign up for or are scheduled for recess may leave school immediately following student dismissal on the day of such duty assignment.
- 4.19 The Association recognizes the objective of obtaining the highest level of teacher performance consistent with the standards established by the Board. The Association agrees that its agents and members will not take, authorize or condone any action which interferes with the attainment of this objective.

ARTICLE V

TEACHING CONDITIONS

1. The parties recognize that the employees in this contract are professional people, educated and dedicated to the purpose of supplying supervision and possessing mental qualifications necessary for the education of the pupils attending the school and that such employment cannot be encompassed within any regimented schedule of hours or work day. The Board will schedule the professional activities for its teachers and the work which they are expected to do, within the normal school day. An exception shall be participation in parent-teacher conferences.
2. Without the same constituting a limitation upon the Board's sole right to schedule, the Board will, for the duration of this Agreement, attempt to establish working hours within this format:
 - A. All teachers will report to work at least 10 minutes prior to the first bell in their assigned building and will remain on duty at least 15 minutes past the dismissal of the students. In the event it becomes necessary to offer classes at a time other than that specified above to ensure students enrolled in vocational programs meet the District's graduation requirements, the following guidelines shall apply:
 1. The District may offer up to a maximum of one (1) English and one (1) Social Studies class prior to 7:50 a.m.
 2. Any teacher teaching said classes shall report to work at 6:50 a.m. and will remain on duty until 2:30 p.m.
 - B. Elementary teachers shall be guaranteed a minimum of thirty-five (35) minutes of preparation time each day, which shall include time when students are at recess and not supervised by the given teacher.

In addition to the time specified above, elementary unassigned preparation time shall also include a minimum of 150 minutes per week.

The administration shall strive to equalize preparation time on a daily basis by scheduling each preparation period on a different day of the week. The administration shall also strive to equalize preparation time between morning and afternoon sessions.

Should the number of instructional hours be increased to allow the school district to qualify for full state aid, every reasonable effort will be made to proportionally increase elementary preparation time.

In addition to the time specified above, elementary teachers may use for preparation all time during which their classes are receiving instruction from various teaching specialists, including art, music, physical education, library, foreign language, etc.

Preparation time for special teachers shall be the same as for regular teachers working in the same building. Special teachers shall include Special Education, Speech Therapist, Music, Physical Education, Title I, Art, and Library.

- C. Teachers employed and engaged in instruction on the secondary and middle school levels will have a normal daily teaching load not to exceed six (6) class periods in a seven (7) class period day. The remaining hours of established school work will be used by such teachers, principally for preparation of coming work and assignments or such other normal functions in their particular subject or school activities as may be assigned to them by supervisors.
 - D. The Board agrees to establish uniform policies in West Iron County elementary schools with regard to pupil supervision during recess. Policies need not be the same in elementary and high schools.
3. All teachers shall be provided a duty-free lunch period equal in length to the students' lunch period, but in no event less than thirty-five (35) minutes.
4. The school year calendar shall be attached to this agreement as Schedule E. The counting and make-up of snow days shall be governed in accordance with State laws and State Board of Education requirements.
- 5.5 It is recognized and understood by the Board of Education and the West Iron County Education Association that the Master Agreement allows for preparation time for teachers. It is also recognized by both parties that conditions may necessitate that the Board of Education request that a teacher teach a class at a time designated as planning time. Employment of staff will only occur under the following conditions:
- A. The affected teachers volunteer to do so, without duress;
 - B. Teachers will receive their regular salary plus 21%;
 - C. No more than four (4) staff members district wide, or two (2) per building may be employed for this purpose for any given year;
 - D. Any staff asked to teach during their planning period must be asked during the spring of the preceding year, except in case of emergency;
 - E. The request is to be made in writing and signed by the teacher
- 5.6 Teachers shall not be expected or required to perform sanitation or mechanical services, but shall report needs to building principals, who will arrange for necessary services to be performed as soon as possible.

- 5.7 The parties recognize that optimum school facilities for both student and teacher are desirable to insure the high quality of education that is the goal of both the Association and the Board. It is also acknowledged that the major responsibility of the teacher is to teach the child and that the organization of the school and the school day should be so directed as to promote maximum achievement of this goal within the realities of practicality.
- A. Because the pupil-teacher ratio is an important aspect of an effective educational program, the parties agree that class size should be lowered wherever possible. The Board shall adhere as closely as possible to the standards of secondary class size recommended by our accrediting agency, the North Central Association. Elementary class size shall tend toward an optimum eighteen (18) with twenty-two (22) maximum in Kindergarten, optimum twenty-two (22) with twenty-six (26) maximum in grades 1 through 3, and optimum twenty-four (24) with twenty-eight (28) maximum in grades 4 and 5. Whenever it appears that the maximum will be exceeded, the administration will consult with the teacher involved.
 - B. The parties recognize that appropriate equipment and materials are essential tools of the teaching profession. Any teacher or group of teachers having similar assignments, interests or needs (such as a group of teachers who are teaching the same grade or who are members of the same department) will confer with each other and with the appropriate administrative personnel for the purpose of selection and effective use of educational equipment and methods. Such joint decisions made by the teaching and administrative personnel, upon the recommendation of the superintendent, will be implemented by the Board within the limitations imposed by the budget.
 - C. The Board agrees in principle that the employment of aides for non-professional duties is desirable and will strive to relieve teachers of cafeteria, patrol, bus, noon hour, and other non-teaching duties when finances and practicality permit. The duty assignment of aides, when available, shall come under the immediate control of building principals.
8. When a teacher is assigned a medically fragile student, the teacher shall not be expected to perform routine, scheduled maintenance of a medical appliance or apparatus used by the student to sustain his/her bodily functions nor render routine, scheduled care or maintenance of exceptional bodily functions related to the student's impaired condition. The teacher shall be informed and instructed as to emergency measures which may be necessary on occasion due to the student's impaired condition. No teacher shall be required to administer medication to a student.
- 5.9 Out-of-school inservice programs, summer meetings or meetings scheduled beyond the normal work day or on non-school days shall be voluntary. IEPC and 504 meetings outside of the contracted school day or on non-school days or any mandated inservice programs or meetings conducted outside the contracted school day or on non-school days shall be voluntary. The first four (4) IEPC, 504,

or other Special Education related meetings in each building will be paid at the same compensation as per Article 16.10. The fifth and succeeding meetings shall be paid at the full established rate for substitute teachers. For the purpose of this article, Bates and Stambaugh Elementary shall be considered as one building. The administration must be notified in advance of any meeting that would result in extra pay in accordance with this provision. However, in a bona fide emergency, a meeting may be scheduled outside the normal school day without additional compensation in accordance with the terms and conditions found in this Master Agreement.

Nothing shall prevent a teacher and administrator from mutually agreeing to attend meetings outside the school day without additional compensation.

- 5.10 The length of each school day and the length of the school year shall be increased to allow the district to remain in compliance with state mandated requirements when necessary (only the minimum amount of time shall be added when necessary). The Board may modify or extend the school day and/or the school year as needed to comply with State mandates and/or to maximize its receipt of State aid after consultation with the Association, subject to the terms and conditions found in this Master Agreement.
- 5.11 If the West Iron County School District enters into shared programming with another district, the following agreement shall be adopted:
- A. A shared program is defined as a class or program by the school district which involves staff and/or students giving or receiving instruction in conjunction with staff and/or students from another school district.
 - B. "Host District" will be the school district in which a specific shared program class is being offered.
 - C. "Itinerant District" will be the school district whose students are being transported to enable them to participate in a shared program class.
 - D. The parties mutually agree that the purpose of the shared program shall be to provide quality cooperative academic programming in order to be able to enhance the educational opportunities for students by providing class offerings in the host district which are not available in the itinerant district.
 - E. Class sizes shall be based upon the appropriate number of students and stations available for the specific learning activity. Total class size including students from the host district and those from the itinerant district(s) shall be mutually agreed upon prior to students enrolling in the classes.
 - F. Shared programs shall not directly or indirectly cause the layoff, reduction in hours, salary or benefits of any bargaining unit member. Both parties understand, however, that insufficient numbers may result in a class or classes being withdrawn from the schedule in one district and being offered in the other.

- G. Prerequisites in the host district for student enrollment in class shall also be a prerequisite for students enrolling in the class from the itinerant district.

ARTICLE VI

PROTECTION OF TEACHERS

- 6.1 The Board and the school administrative officers agree that they will give reasonable support and assistance to the teacher in the maintenance of discipline as outlined in Board policy in the classroom, elsewhere in the school buildings, on the school grounds, on school sponsored trips, and otherwise as the teacher is performing his/her assigned and related or unrelated duties. The Board further recognizes that the teacher may not fairly be expected to assume the responsibility for emotionally disturbed students, nor to be charged with responsibility for psychotherapy. It shall be the duty of the teacher(s) concerned to advise the building principal and the superintendent concerning a pupil who seemingly may be having difficulty making educational, social or psychological adjustment(s) to his individual learning situation. Whenever it appears that such a pupil requires the attention of special counselors, social workers, law enforcement personnel, physicians or other professional persons, the Board will take reasonable steps to relieve the teacher of responsibilities with respect to such pupil, either temporarily or permanently as the individual situation may require.
2. Any case of assault upon a teacher on school property, or by a student anywhere, or by a parent anywhere when related to a school situation, shall be reported promptly by the teacher to the building principal and superintendent. The Board will provide legal counsel to advise the teacher of his/her rights and obligations with respect to such assault. A teacher may use such force as is necessary to protect himself/herself or a student from injury in case of such assault. The Board shall also render assistance to the teacher in connection with the handling of the incident by law enforcement and judicial authorities.
3. If any teacher is complained against or sued by reason of proper disciplinary action taken by the teacher against a student, the Board will provide legal counsel and render all necessary assistance to the teacher in his/her defense.
4. Time lost by a teacher in connection with any incident mentioned in this article shall not be charged against the teacher's accumulated leave time.
5. If loss, damage or destruction of clothing or personal property of a teacher shall result from any of the incidents or conditions described in this article, the Board will assist the teacher in obtaining financial compensation from the parents of the pupils or pupils involved. If this should prove impossible, the Board will reimburse teachers a fair amount for any loss suffered while the teacher was

involved in any of the incidents described in 6.2 above. In case of dispute regarding the value of the property involved, the matter will be referred to the negotiators for settlement. If a teacher is injured while in the line of duty, free medical, surgical or hospital care will be furnished by the Board within the extent of liability imposed by the Michigan Workers' Compensation Act, and income will be maintained as detailed in Article XI (Sick Leave).

6. No complaint arising from a teacher's performance of duties as an employee of the West Iron County Public Schools by any parent or pupil shall become a part of the teacher's personnel file without adherence to the following procedures:
 - A. The complaint shall be submitted in writing within twenty (20) calendar days of the alleged incident leading to the complaint and signed by the complainant to the administration and a copy shall be submitted to the involved teacher along with copies of any evidence submitted with the complaint. In the event the complaint arises in a public meeting it shall be referred to the administration and must be submitted in writing in order for said complaint to be acted upon.
 - B. The administration shall conduct an investigation into the merits of the complaint, which shall include an investigative conference with the involved teacher at which the parties (i.e. teacher and complainant) may be brought together.
 - C. The teacher shall have the right to issue a written response to the administration.
 - D. If the administration determines that the complaint is not valid, it shall not be placed in the teacher's personnel file, unless the complaint is subsequently found to be valid by the Board pursuant to appeal of the administration's determination.
 - E. If the administration determines that the complaint is valid and is to be included in the teacher's personnel file, a meeting involving the superintendent, involved teacher, association representative, and the teacher's immediate supervisor, shall be convened for the purpose of communicating the administrative disposition of the complaint.
- 6.7 A teacher shall have the option of requiring twenty-four (24) hours notice prior to discussing a complaint against him/her. It shall be the teacher's prerogative to be accompanied and advised by his/her legal counsel or an Association representative at any such discussion.
- 6.8 Teachers shall be expected to exercise reasonable care with respect to the safety of pupils and property, but shall not be individually liable for any damage or loss to person or property except in the case of gross negligence or gross

neglect of duty as defined in the Michigan School Code, and after due process of the law.

9. The school district has heretofore and will continue to carry a public liability policy in the minimum amount of one million dollars (\$1,000,000) to protect it and its teaching personnel and employees from liability for any school or school activity connected accident or responsibility.
10. The Board recognizes its responsibility to continue to give administrative backing and support to its teachers in the matter of control and discipline in the classroom. The employees recognize, however, that the primary responsibility for such control and discipline remains in the teachers and that their actions and methods shall be reasonable and just and in accordance with established Board policy. The teacher is expected to maintain reasonable control and discipline, but if an incident of a nature serious enough, in the opinion of the teacher, to require further study or decision, the teacher shall immediately report the same to his/her principal. The principal shall advise the teacher of his/her disposition of such incident and the discipline inflicted, if any.
11. A copy of the reprimand to be filed and the correction plan, if any, will be provided to the teacher. The teacher shall have the opportunity to prepare a written answer to the charges which shall be attached to and filed with the reprimand.
12. All reprimands, criticisms and evaluation conferences shall be conducted in private to the extent permissible under law.
13. The use of closed circuit television, public address or audio systems and similar surveillance devices, without the teacher's knowledge, shall be strictly prohibited.
14. Letters of reprimand or complaints shall be removed from the teacher's file after five (5) years providing there has been no further incidents of similar nature.

ARTICLE VII

STUDENT TEACHERS/MENTOR TEACHERS

1. When a student teacher or intern is accepted in this system, conditions and terms under which supervisors will work shall be as follows:
 - A. No teacher will be summarily assigned a student teacher or intern.
 - B. No teacher shall be pressured into accepting a student teacher or intern.
 - C. No teacher shall have a student teacher or intern twice in one school year.
 - D. Supervisory teachers shall receive the designated stipend from the placing university.
 - E. The Association agrees to accept student teachers and interns as honorary members during their student teaching period and include them in appropriate meetings and activities of the Association.
 - F. Members who have been assigned a student teacher and/or intern as per Article VII, paragraph 7.1, will not be expected to serve as a substitute teacher. In the event that a teacher who is assigned a student teacher and/or intern voluntarily agrees to substitute for another teacher, that teacher will be compensated as per Article 16.10 of the Master Agreement.
 - G. Mentor teachers shall receive a stipend of five-hundred dollars (\$500.00). Mentor teachers shall be selected on a seniority basis. A committee shall be formed to develop the duties and guidelines of mentor teachers.

ARTICLE VIII

TEACHER EVALUATION

1. Evaluation Procedures: The parties recognize the importance and value of a procedure for assisting and evaluating the progress and success of both newly employed and experienced personnel.
 - A. The evaluator(s) will evaluate coaches within three to four weeks of the last event of a specific athletic program. Evaluations should be followed by a personal conference between the coach and his/her evaluator(s) to clarify specifics of the written evaluation.

ARTICLE IX

TEACHING ASSIGNMENTS, VACANCIES AND TRANSFERS

- 9.1 A vacancy is defined as an unfilled or a new position that is created after the district has made all assignments needed to fill its academic needs with incumbent employees who are certified/qualified for their assignment.
- 9.2 Any vacancy, as defined above, shall be posted for a period of five (5) working days (unless a shorter period of time is necessary and agreed upon by the Superintendent [or his designee] and an authorized member of the WICEA). The posting shall include a description of the qualifications/certifications and all other established standards.
- 9.3 The district shall notify, in writing; the President of the WICEA of all vacancies as part of the posting process.
- 9.4 The district agrees to not conduct interviews of candidates outside the bargaining unit until the posting period expires.
- 9.5 The final selection of the candidate for a vacant position is not subject to the grievance process.
- 9.6 Members of the bargaining unit who may wish to be considered for a teaching position different from the one they currently hold shall submit, in writing to the Superintendent, such a request. The written request for consideration shall be sent to the Superintendent by May 1st. The Superintendent will consider, all such requests and notify all applicants the status of their request by the end of the school year.

ARTICLE X

REDUCTION IN PERSONNEL, SENIORITY AND RECALL

1. As soon as the names of the teachers to be laid off are known, a list of such names shall be given to the Association.
2. Principals will always attempt to secure substitutes best qualified for the specific assignment.
3. Administrators will not possess retreat rights into the teaching ranks.
4. In cases of layoff, teachers so affected shall retain all seniority and sick leave accumulated as of the effective date of layoff.

ARTICLE XI

LEAVES OF ABSENCE

1. All teachers employed by the Board who are covered by this contract will be granted 12 days at the beginning of the school year. Said teacher may continue to accumulate such days of sick leave from year to year. If said teacher is to retire, resign, be put on approved leave, be reduced in schedule or be terminated during a school year, a pro-ration of that years sick days allotted shall occur. The pro-ration will be equal to the time worked.
2. Any teacher may use any part or all of his/her accumulated sick leave as follows:
 - A. Any teacher who is absent from work because of illness will be allowed to use such portion of such sick leave as may be necessary for such personal illness including dental appointments which shall be charged against sick leave to the nearest hour.
 - B. If possible, the teacher must request sick leave from the superintendent, but if the teacher is unable to report at the commencement of any normal working day, he/she shall at the earliest opportunity advise his/her principal of his/her absence, or, if unable to reach the principal, the superintendent or his/her other properly designated representative.
 - C. The Board, at its discretion may require from any teacher proof of illness signed by a properly accredited physician. If the teacher is absent for illness in excess of ten (10) consecutive working days, the Board may at its own expense require an examination of the teacher by an independent physician.
 - D. Each full-time teacher shall be granted three (3) personal leave days. Each part time teacher shall be granted one and one-half (1½) personal leave days. These personal leave days shall not be deducted from said teacher's accumulated sick leave. The personal leave days may be used for any purpose by said teacher. Said teacher planning the use of a personal leave day shall notify his/her principal at least three (3) days in advance. In case of an emergency, a one-day notice for a one-day personal leave shall be permitted, provided a substitute is available. Unused personal leave days shall accumulate to a maximum of five (5) per school year. Personal leave days not used during the school year and not carried over to the next year will transfer to sick days at the end of the school year.
 - E. Regular permanent full-time teachers will be allowed to use up to a maximum of five (5) days to attend a funeral of a member of such teacher's immediate family, which days so used will be deducted from sick leave. For the purpose of this paragraph, immediate family is defined to be limited to the teacher's spouse, brother, sister, children, father and

mother (father and mother herein used shall mean the parents of the teacher or the spouse of the teacher, whether such parent is the natural parent or step-parent), grandmother, grandfather, or dependent of the immediate household. Additional leave time may be granted at the discretion of the Board and/or the Superintendent, upon request.

F. A maximum of ten (10) days per school year, non-accumulative, charged to such sick leave will be allowed each teacher to attend a serious illness in the immediate family or to arrange for necessary medical or nursing care. An additional ten (10) days may be granted by the Board if it deems the seriousness of the illness warrants the absence of the teacher, and said condition is certified by a physician, if desired by the Board. For purposes of this paragraph, "immediate family" will mean members of the teacher's household, all children and other relatives as defined in paragraph 11.2E for whom the teacher may be the only available aide. Additional leave time may be granted at the discretion of the Board and/or the Superintendent, upon request.

G. Each teacher will be allowed three (3) non-accumulative days per school year to be charged to his/her accumulated sick leave. These shall be defined as:

1. Funerals of relatives other than defined above and close personal friends.

Arrangements must be made with the superintendent prior to any such proposed absence, including a specific agreement on the time that such teacher will not be in attendance at his/her usual occupation. Additional leave time may be granted at the discretion of the Board and/or the superintendent, upon request.

H. With the consent of the superintendent, a leave which shall be charged against accumulated sick leave, may be allowed a teacher to appear in court as a principal character or as a witness in any case connected with a teacher's employment; provided, however, that such allowance shall not be granted if the teacher has been suspended by the Board.

11.3 The Board, in its sole discretion, from time to time may determine what conferences, study programs or educational events may be desirable and useful for the teachers to attend, in which event the Board will grant to each teacher desiring to attend such function a leave with pay and agreed expense allowance for the period of time necessary to attend the same.

11.4 Upon application of a teacher qualified to make useful progress in further educational study, the Board in its sole discretion may grant a sabbatical leave without pay to any teacher, provided that such sabbatical leave shall be in conformity with the laws of the State of Michigan.

- 11.5 The Board may place on unrequested leave of absence with pay any tenure teacher deemed to have a physical or mental disability, pending determination by qualified medical and/or psychiatric examination, which examination shall be commenced within five (5) days of the beginning of the leave.

When a teacher has been examined and has been found to be physically or mentally unable to continue in an assignment, he or she may be placed by the Board on unrequested sick leave until either or both of Workers' Compensation or accumulated sick leave have been exhausted, including sick bank days for which the teacher is eligible. When sick leave has been exhausted, the teacher shall be granted a leave of absence without pay for the remainder of the school year (to mean school year through August 31), which leave may be renewed for another year upon written request by the teacher. The Board agrees to provide the health insurance benefits provided by this Master Agreement for the rest of the year in which sick leave is exhausted.

6. A teacher having attained full tenure under the laws of the State of Michigan, will be granted a leave of absence without pay for such time as may be necessary for such teacher's recovery in excess of the amount of sick leave which such teacher has earned up to that time, including sick bank days for which the teacher is eligible; provided, however, that such leaves of absence shall not exceed the limitations of the statutes of the State of Michigan and shall be in conformity therewith.
7. Leave Without Pay: During the school year a teacher may use up to three (3) days of leave, without compensation, for personal reasons. Statement of need for personal leave shall be made in writing to the building principal in time to permit arranging for a substitute. In an emergency, shorter verbal notice may be given. Any unusual cases involving more than three (3) days will be negotiated by the persons concerned and the superintendent.
8. The Association is able to assign to its officers and members, leave days with pay and without cost for substitutes, up to fifteen (15) days per year. Such days will be requested by the Association at least one week in advance of the leaves. Such leaves are to be used for Association business, attendance at state association meetings and workshops and to serve as appointed and elected state association officials and State Association committee members.
9. At the end of the school year each teacher shall be furnished with a statement of his/her accumulated leave.
10. During any school year a teacher may use not to exceed two (2) days of his/her accumulated sick leave for governmental business. Such governmental business leave shall not be cumulative from year to year. Governmental business is hereby defined as any activity of government, local, state or national, in which the teacher is obligated to partake as a result of the position or office to which he/she was appointed or elected. Campaigning for office or for re-election to any public office, or campaigning or electioneering for some other candidate for office is specifically exempted from this paragraph.

A teacher required to serve on jury duty during school hours or who is subpoenaed to testify in any judicial or administrative matter or who shall be asked to testify in any arbitration or fact finding for this district will be required to turn in to the Board any compensation received. The teacher will be paid his or her regular wages while serving on a jury panel or other above named matters, without the loss of any sick leave. This will also apply to a teacher's dependent regarding a judicial matter.

These activities require the attendance of a teacher during the school day and are of such a nature that they cannot be attended to at times when the teacher is not engaged in normal school activities or when school is not in session.

So as not to supplement a teacher's contract wage, any governmental business leave granted is done so without pay, unless the said governmental unit grants a wage less than the loss incurred by the teacher by way of his/her contract. In such cases the school district shall pay the loss differential, in whole or part. Proof of wage offered for the governmental activity must be exhibited prior to settlement.

An application for such a leave, specifying the reasons, must be submitted in writing at least one (1) week in advance to the superintendent; provided, however, that in the event of an emergency the superintendent in his/her discretion may accept a shorter notice.

11. Maternity/paternity leave shall be granted at any time for a period not to exceed one year without loss of tenure rights. A teacher on maternity/paternity leave will be allowed to resume employment at the start of a semester or earlier at the discretion of the Board.
12. The Board of Education at its discretion may grant a one-year leave of absence for a teacher whose child may require special care due to long-term illness, or terminal illness requiring long-term care out of state. Reinstatement would be to the former position held by the teacher or one very similar for which the teacher is qualified. Seniority credit within the system would not be earned for the year on leave.
13. Teachers elected or appointed to state education or athletic committees will not have time spent at the meetings charged to sick leave.

Membership on education or athletic committees does not assure that teachers' attendance at the state or regional sessions is automatic. Requests to attend will be processed like all other conference requests.

If funds and substitute teachers are available to carry on a continuity for pupil instruction, the requests will be given reasonable consideration.

- 11.14 Any teacher who is under contract, physically works a fractional portion of the school year, and is subsequently granted a leave of absence, with or without pay,

requested or unrequested, shall have his/her fringe benefits continue through said leave of absence, including the summer months (June, July, August). Said teacher shall also be given credit for a total of one (1) year teaching experience for the purpose of the salary schedule, longevity and seniority rights.

Part-time teachers will have their fringe benefits continue the same as above and will be granted a fractional part of a year of teaching experience for the same purposes as above on a pro-rata basis.

11.15 Sick Leave Bank

- A. The purpose of sick leave bank benefits is to provide compensable leave coverage to teachers who are absent due to extended disability because of personal illness or injury.
- B. Teachers shall become eligible to receive sick leave bank benefits when they have been absent ten (10) consecutive school days and they have exhausted all of their personal sick leave days.
- C. An eligible teacher shall receive his/her contractual rate of pay while disabled for a period not to exceed ninety (90) days, with committee review every twenty (20) days.
- D. Applications for sick leave bank benefits shall be made in writing to the Sick Leave Bank Committee through the superintendent and shall include medical verification of disability. The superintendent shall convene the committee as soon as possible. When a determination is made, the applicant will be informed in writing with copies to the superintendent, business manager, and committee members. The administration office shall do all paperwork and record keeping.
- E. No applicant will be denied less days than she/he has contributed. A record of each teacher's contribution shall be maintained by the administration office.
- F. All sick leave days loaned to an eligible teacher shall be returned to the bank by the teacher. The teacher shall pay back to the sick leave bank three (3) days per year from each year worked until all days borrowed are repaid to the bank. Payment shall begin at the end of the year in which the teacher returns to work. A teacher who has less than three (3) days accumulated sick leave at the end of the school year will pay to the sick bank those days available. If the teacher resigns or retires prior to payment in full, reimbursement to the school district will be made at the rate of substitute teacher pay. The school district will then repay the borrowed days to the sick leave bank.
- G. To establish and continue the sick leave bank, the following procedures shall be followed:

1. The bank shall be capped at a maximum of three hundred (300) days. In the event the bank is depleted to one hundred fifty (150) days, each bargaining unit member shall contribute two (2) additional days to the bank. Teachers may contribute additional days to the bank for the duration of this agreement.
- H. This bank will be administered by two (2) representatives of the Board and three (3) teachers designated by the Association.

ARTICLE XII

PROFESSIONAL GRIEVANCE PROCEDURE

- 12.1 A claim by a teacher or the Association that there has been a violation, misinterpretation or misapplication of any provision of this Agreement may be processed as a grievance as hereinafter provided. There shall be no suspension of work on account of such claim, but an earnest effort shall be made to settle it promptly under the provisions of this article. A reasonable effort shall first be made to settle such claim between the employee and the principal of the school in which such employee is then working. If, as a result of such discussion, a satisfactory adjustment is not immediately made within one normal school day after the discussion, then the employee and/or the Association shall reduce such complaint to writing, within ten (10) school days, on a form provided by the Board (This form shall indicate the specific section of the Master Agreement contested and the requested remedy.), which complaint shall then be processed as follows:

Step 1: The matter shall be discussed by the employee and/or a representative of the Association and the principal of the school in which the employee is so employed. The principal may have present another administrator of his/her choosing if the principal feels this is necessary or desirable. The principal shall, in writing, make a decision on such complaint within five (5) school days from the date on which it was first submitted and discussed with him/her. If the employee does not agree with such disposition, he/she may appeal it to the superintendent of the district through the grievance committee of the Association.

Step 2: The complaint shall then be discussed at a mutually satisfactory time by the superintendent of the district and/or his/her duly designated representative and the employee and/or a representative of the Association. Such discussion shall be held not more than ten (10) school days after the disposition made by the principal of the school in Step 1. Such discussion may be adjourned from time to time according to the mutual agreement of the parties and each of the parties may confer with or obtain the assistance of such other persons as they may deem necessary or proper for the proper presentation of the complaint and the discussion thereof. The discussion of the complaint, however, shall be limited to the superintendent of the district or his/her representative and the employee involved and/or the representative of the Association. The superintendent shall make a decision on such complaint in writing, not later than

fifteen (15) school days from the last day upon which any such discussion was had concerning such complaint. If such decision is not satisfactory to the employee, mediation of the decision may be considered with the mediator(s) to be mutually acceptable to the Association and to the Board. An extension of the fifteen (15) school days may be granted by mutual agreement.

Step 3: If the grievance has not been settled in Step 2 and if it is to be appealed to Step 3, the grievant and/or Association representative or representatives shall notify the superintendent in writing within ten (10) school days after receipt of the superintendent's Step 2 answer if they desire to appeal. If such request is made, the grievance shall be reviewed at a meeting between the Board or its designated representative or representatives, the superintendent, the grievant and the Association representative or representatives within ten (10) school days after receipt by the superintendent of the notice of desire to appeal. A written answer shall be given by the Board's representative to the aggrieved teacher and the Association representative within ten (10) school days after the date of the Step 3 meeting.

If the decisions in Steps 1, 2, and 3, by administrators, are not made within specified times, it is agreed that the relief sought shall be granted.

Step 4: If the Association does not agree with the dispositions of the superintendent, it may appeal said disposition to arbitration, in which case the Association shall appoint a single representative and the Board shall appoint a single representative, who together shall promptly select an arbitrator to dispose of the complaint. Failing to agree upon such impartial person, the arbitrator shall be selected from a list of impartial arbitrators to be furnished by the American Arbitration Association. The representative of the Board and the representative of the Association shall each in turn strike two names from such list and the named person remaining shall be the arbitrator. The decision of the arbitrator shall be final and binding upon the school district, the Association and the employee involved. The expense and salary incident to the services of the arbitrator shall be shared equally by the district and the Association, and each of the parties shall, separately, bear its own expenses incurred in such arbitration.

2. Complaints as so reduced to writing shall be dated and signed by the employee concerned and three copies shall be presented to the principal in the initial written step of this procedure.
3. If the Association does not appeal the decision of the principal in Step 1 within five (5) school days from the date of such decision, and within ten (10) school days from the date of the disposition of the superintendent in Step 2, the dispositions as then made shall be conclusive and binding upon the employee and the Association.
4. A decision of the arbitrator concerning any complaint which may be submitted to it shall in no case be made retroactive to a date prior to the date on which such complaint shall first have been presented in writing under Step 1, except that an award concerning rates of pay or compensation shall be made retroactive to the

date of the occurrence or non-occurrence of such event, but in no case prior to thirty (30) school days before such complaint shall have been first presented in written form in Step 1.

5. It is recognized by the parties that harmonious relations can be best achieved by prompt disposition of any misunderstandings or complaints and to that end, the employee will make any such complaints promptly. In any event, no complaint need be considered by the Board or any representative of the Board under this article, unless the complaint is presented in writing not more than fifteen (15) school days after the occurrence or non- concurrence of the event giving rise to such complaint. The Board shall grant up to fifteen (15) additional school days upon written request of the Association.

For the period of time between June 1 and August 31 when school is not in session, all days above (Sections 12.1 – 12.5) shall be interpreted to mean work days, excluding holidays and weekends.

6. The arbitrator to which any such complaint shall be submitted shall have jurisdiction and authority only to interpret and apply the provisions of this Agreement insofar as shall be necessary to the determination of the complaint, but he/she shall not have jurisdiction or authority to alter or amend in any way the provisions of this Agreement.
7. For the purpose of assisting a teacher or the Association in the prosecution or defense of any contractual, administrative or legal proceedings, including but not limited to, grievances and tenure proceedings, the Board shall permit a teacher access to and the right to inspect and acquire copies but not originals of his/her personnel file and any other files or records of the Board which pertain to the teacher and any issue in the proceeding in question. The cost of duplication of such files or records in to be borne by the employee. A representative of the Association may accompany and assist the teacher in this regard. Confidential letters of reference, including credentials received from institutions of higher learning, secured from sources outside the school system may be excluded from the materials available for the teacher's inspection.
8. Notwithstanding the expiration of this agreement, any claim or grievance arising before the expiration date of the contract may be processed through the grievance procedure until resolution.
9. If the superintendent and the Association mutually agree, a grievance may be processed through the steps outlined in the alternative grievance procedure thereafter called the expedited route as outlined below:

Step 1: The grievance shall be submitted in writing to the superintendent or his/her designee. Within four (4) days after submission, the superintendent or his/her designee shall schedule a meeting with the Association in an effort to resolve the disagreement.

Step 2: If the problem is still not resolved to the Association's satisfaction within six (6) days of the initial hearing between the superintendent or his/her designee and the Association, as above described, the Association may appeal the grievance to the Board. The Association representative or representatives shall notify the superintendent in writing of their desire to appeal within five (5) days after receipt of the superintendent's answer. When such request to appeal is made, the grievance shall be reviewed at a meeting between the Board or its designated representative or representatives, the superintendent, the grievant and the Association representative or representatives within five (5) days after receipt by the superintendent of the notice of desire to appeal. A written answer shall be given by the Board's representative to the aggrieved teacher and the Association representative within five (5) days after the date of the Step 2 meeting.

Step 3: If the Association does not agree with the disposition of the Board, the Association may appeal the grievance to the American Arbitration Association in accord with its rules of expedited arbitration.

Step 4: The arbitrator of grievances processed via this expedited process shall have no power to alter, add to nor subtract from, the terms of this agreement.

10. Any teacher employed by the Board shall not be prevented by the terms of this contract from presenting a complaint and having the complaint adjusted without intervention of the Association if the adjustment is not inconsistent with the terms of this agreement. The Association shall be give an opportunity to be present at the time of any such adjustment.

ARTICLE XIII

GENERAL PROVISIONS

1. Each school will have designated areas, apart from the students, for use as teachers' lavatory, teachers' dining room or teachers' lounge. The teachers' lounge will include furnishings remaining at the end of the 1986-87 school year. Provision for such facilities will be made in all future buildings.

2. **TOBACCO-FREE SCHOOLS**

To protect and enhance indoor air quality and contribute to the health and well being of all students, employees and visitors, the West Iron County School district shall be entirely tobacco free, effective September 1, 1993.

- A. Use of tobacco products is strictly prohibited within any building or vehicle owned, leased or operated by the school district. Use of tobacco products is also prohibited on any real property owned, leased or operated by the school district. This policy applies to all employees, contractors, students and visitors on the premises of the school district.
- B. Copies of this policy shall be distributed to all employees and communicated to other affected parties on a periodic basis. Prominent signs displaying the following statement will be posted at all entrances throughout school district buildings:

**USE OF TOBACCO PRODUCTS IS PROHIBITED
IN THIS BUILDING PURSUANT
TO THE MICHIGAN CLEAN INDOOR AIR ACT PA 348**

- C. **ENFORCEMENT POLICY**

The success of this policy will depend upon the thoughtfulness, consideration and cooperation of tobacco users and nonusers. All employees and other affected parties share in the responsibility for adhering to and enforcing the policy.

Complaints Persons observing a violation of this policy should bring it to the attention of school administrators or designees.

Investigations Upon receiving a complaint, the administrator will investigate and take action to resolve the issue as soon as possible.

Violators Employees and students found to have violated this policy will be subject to disciplinary action(s) in the same manner and magnitude as violations of other school policies. Visitors found to have violated this policy will be informed of the policy and requested to comply. If compliance is not achieved, visitors may be asked to leave.

3. This agreement shall supersede any rules, regulations or practices of the Board which shall be contrary to or inconsistent with its terms.

4. If any provision of this agreement or the application thereof to any employee or group of employees shall be found contrary to law, then such provision or application shall be invalid and all other provisions or application shall continue in full force or effect.

ARTICLE XIV

ACADEMIC FREEDOM

1. Academic freedom is a philosophical position statement which does not lend itself to simple or meaningful interpretation or application.

Teachers should be free to make effective use of the expertise and knowledge of other social agencies or institutions such as the DNR, Health Department, State Police or regulatory government personnel.

Freedom of individual conscience, association and expression will be encouraged and fairness in procedures will be observed both to safeguard the legitimate interest of the schools and to exhibit by appropriate examples the basic objectives of a democratic society. Religious and political convictions of the individual student shall be respected.

Since the teaching and learning process involves many and varied facets of investigation, interpretation, development of concepts, presentation of facts and ideas all related to humanity and social interrelationships, teachers should have assurance of being able to conduct their teaching of the various learning disciplines limited only to widely held and accepted standards of professional responsibility.

- 14.2 Lesson Content: In the investigation, presentation, and interpretation of facts and ideas within the prescribed course of study, teachers shall be free to examine, present and responsibly discuss various points of view in an atmosphere of open inquiry, provided that the instruction, material or discussion:
 - A. is appropriate to the age and maturity level of the students;
 - B. is related to and consistent with the prescribe curriculum, course of study, and textbook/materials for the class in question; and
 - C. is a fair and balanced academic presentation of various points of view consistent with accepted standards of professional responsibility, rather than advocacy, personal opinion, bias or partisanship.
- 14.3 Appeal Procedure: If lesson content is the subject of a challenge or complaint to the principal by a student, parent, administrator or other person, the teacher shall be given appropriate notice and a reasonable opportunity to respond. Such a response shall be given (either verbally or in writing) in a private conference between the employee, the principal, and the complainant, if appropriate. If the lesson content or speaker is disapproved or restricted by the principal or other

district administrator, the reason(s) shall promptly be provided to the teacher in writing.

- 14.4 This appeal procedure is intended to provide an avenue for review of administrative restrictions which have not resulted in disciplinary action or unsatisfactory evaluation or in critical material placed in the personnel file. Nothing herein shall preclude recourse to the grievance procedure for matters which are otherwise grievable under Article VIII, Teacher Evaluation.

ARTICLE XV
INSURANCES

- 15.1 The parties agree to comply with Public Act 152 of 2011 (MCL 15.561 – 15.569) pursuant to which the Board selects the so-called “Hard Cap” option for health (medical benefit plan) benefits.

The Board shall make such group health benefits and group non-health benefits available pursuant to the medical benefit plan cost co-payment terms described above to all full-time bargaining unit members on a full 12 month basis if they are so employed for the full school year. The District will pay the full premium for non-health benefits.

For part-time employees (i.e. those working less than six (6) hours per day on a regularly schedule basis), the Board’s contribution toward the cost of both health benefits and non-health benefits shall be prorated – i.e. the Board shall pay a percentage of the medical benefit plan cost it pays for full-time employees based on the number of hours in the part-time employee’s daily work assignment in relations to six (6) hours per day.

The Association shall inform the District in regards to the amount of member co-payments providing that the District shall receive full credit for the hard cap amounts per individual plan. Should the Association elect some form of blended co-payments, the Association shall monitor census data monthly and report co-payment changes on a timely bases.

If, at any time or for any reason attributable (in whole or in part) to the Association or its representative(s), the District is found to have violated Act 152 (the Publicly Funded Health Insurance Contribution Act), then and in any such event the Association, together with its individual bargaining unit members, shall full indemnify and hold harmless the District, its Board and Board members, and its administrative employees and agents, from any and all liability, damage, loss and/or expense (in any and every form) which any or all of such indemnities may incur as a result of any such violation. A reason attributable to the Association may take any form, including but not limited to providing the District with erroneous information, allocating insurance costs and premium payments in an improper manner, and/or any other conduct or activity which results in the District’s violation or alleged violation of Act 152. The indemnification and hold harmless obligation provided for herein shall include, but not be limited to, any loss or reduction in state school aid, any attorney fees, and any other damages, penalties or other costs of any and every kind. In the event the Association fails

to fully and timely satisfy its indemnification and hold harmless obligation pursuant to this paragraph, then such remaining obligation shall be fulfilled in its entirety by the Association's bargaining unit members, individually and/or collectively, through ongoing payroll deductions (which are hereby authorized for this purpose).

Employee contributions toward the cost of group insurance benefits, whether health or non-health, shall be paid by payroll deduction if possible, but shall otherwise be timely paid directly to the District. Employee premium co-payments may be made, on a pre-tax basis, if and to the extent allowed under the District's Section 125 Plan.

The benefit levels for both group health (medical benefit plan) benefits and non-health benefits shall be as follows:

PAK A for employees electing health insurance benefits:

Health	MESSA Choices II with Rx Saver Drug Card \$20 Office Visit/\$25 Urgent Care/\$50 ER, \$500 Single-\$1000 Family deductible
Negotiated Life	\$30,000 AD&D
Vision	VSP-3 Plus
Dental	100:90/90 \$2,000 Annual Maximum 90:\$1,500 Lifetime Max – No Adult Orthodontics

PAK B for employees not electing health insurance:

Negotiated Life	\$35,000 with AD&D
Vision	VSP-3 Plus
Dental	100:90/90 \$2,000 Annual Maximum 90:\$1,500 Lifetime Max – No Adult Orthodontics

The group health benefits and non-health benefits to be provided by the District shall be provided through such carriers or providers as the District determines to be least costly to the District and its participating employees. Similarly, the District may choose to self-fund all or any portion of such benefits. All such benefits shall be subject to such terms and conditions or participation, eligibility and/or coverage as may be prescribed by the applicable benefit plan, policy or program. The Association and all eligible employees shall fully cooperate in providing the information needed by the District and/or its agent(s) to determine which plan, policy or program of benefit coverage is least costly.

Employees who are eligible for but do not elect group health benefits shall receive cash-in-lieu of such health benefits in the amount of:

- Single Person \$3,000
- Two Person \$5,300
- Family \$7,400

payable in 21 or 26 installments according to such employee's selection. For part-time employees who do not elect group health benefits, the amount of cash-in-lieu as described above shall be prorated.

- 15.2 Employees participating in any of the group benefit programs are responsible for promptly contacting the benefit provider upon termination of their employment to determine what conversation (i.e. individual coverage) rights or privileges, if any, may be available to them.

- 15.3 Changes in family status shall be promptly reported to the District's Business Office by employees eligible for and/or participating in the District-provided benefit programs; and such employees shall reimburse the District for any medical benefit plan cost overpayment made by the District, on such employee's behalf, for failure of an employee to comply with this requirement.
- 15.4 In the event a national health program impacting the health benefits provided pursuant to this Agreement is adopted and implemented during the term of this Agreement, the Board and the Association shall renegotiate this Article to the extent necessary or advisable.
- 15.5 A teacher who received a termination of employment notice at the end of the school year shall continue to receive all fringe benefits, as specified in the current contract through the summer months.

ARTICLE XVI

COMPENSATION

16.1 Attached hereto and made a part hereof is Schedule A which sets forth the salary schedule for teaching personnel for the school year 2015-16.

16.2 For the school year 2015-16, in addition to the Schedule A Salary, the district will create an additional stipend from the savings; if any, the monies from the district cash-in-lieu program described in 15.1. For each employee electing cash-in-lieu by September 30, 2015 the district will put into this stipend fund monies as follows:

- Single Person - \$200/person who signs up for cash-in-lieu
- Two Person- \$1,600/two person who signs up for cash-in-lieu
- Family - \$1,500/family who signs up for cash-in-lieu

On or about November 1, 2015, the district will divide evenly the monies from this fund amongst the employees. (Part-time employees will be pro-rated). The amount of this stipend if any will be in a regular pay check issued in November 2015.

16.3 Beginning July 1, 2017, any advancement on the Performance Based Step Schedule (Steps 1-32) will be based on the individual teacher's overall rating on the District Evaluation Form. Possible ratings for the teacher's performance are:

- Highly Effective
- Effective
- Minimally Effective (Requires an Individual Improvement Plan)
- Ineffective (Requires an Individual Improvement Plan)

Advancement on the Performance Based Step Schedule will be as follows:

- Non-Tenured Teacher: For teachers who are non-tenured, movement to the next step will occur if they receive an overall rating of Effective or Highly Effective. If a rating of Minimally Effective or Ineffective is received, they will remain on the current step and not advance to the next step until the school year following receiving at least a rating of effective.
- Tenured Teacher: For teachers who are tenured in the District, advancement, if any, on the Step Schedule will occur according to their overall rating:
 - Ineffective or Minimally Effective: No advancement on the Step Schedule until the school year after they receive a rating of Effective or Highly Effective and they are no longer under the requirements of an Individualized Development Plan (IDP)
 - Effective: Teachers receiving a rating of Effective will advance one (1) step on the Step Schedule (maximum Step 32) the school year following receipt of that overall rating.

- Highly Effective: Teachers receiving an overall rating of Highly Effective will advance two (2) steps on the Step Schedule (maximum of 32) the school year following receipt of that overall rating.
- Tenured teachers who are at Step 32 and receive an overall rating of Highly Effective will receive a one-time bonus of \$300 the year following their receipt of that rating.

Attached hereto and made a part hereof is Schedule B which sets forth the rate of pay which will be paid to any teaching personnel assigned to any job or occupation listed in Schedule B for the hours he/she is engaged in such Schedule B activity.

16.4 Attached hereto and made a part hereof are Schedules C and D which set forth the rate of pay which will be paid to any teaching personnel assigned to any job or occupation listed in Schedules C and D for the hours he/she is engaged in such Schedules C and D.

16.5 All new employees shall be given salary schedule and longevity credit for their years of experience in public schools up to 3 years. Incoming employees with 4 years or more previous experience in public schools shall be given a minimum of 4 years to a maximum of 7 years experience at the discretion of the superintendent. All private school teacher years shall be given experience credit at the discretion of the superintendent, not to exceed 7 years of certificated teaching.

16.6 Any Bargaining unit member who has a Master's degree and qualifies for the MA Salary Schedule, may receive SCECH's/SB-CEU credit for salary schedule advancement if all of the following conditions are met:

1. Approval from the Superintendent is received prior to registering for a class
2. The workshop, class, or conferences for which SCECH's/SB-CEU credit is issued must be in an area directly related to the bargaining unit member's work responsibilities set by the Board
3. A SCECH's/SB-CEU "certificate of completion" will be provided to the Superintendent indicating the date, topic of workshop/class, and the number of SCECH's/SB-CEU credits
4. A staff member cannot receive both college credit and SCECH's/SB-CEU credit for the same workshop/class
5. SCECH's/SB-CEU's may only be used for MA+16
6. For salary advancement, three (3) SCECH's/SB-CEU's will be equivalent to one (1) semester hour of graduate credit. The SCECH's/SB-CEU formula is as follows:

- 10 contract hours = one (1) C.E.U.
- 30 contract hours = one (1) semester hour credit
- 3 SB-CEU's = one (1) semester hour credit

16.7 Payments for extra credits will begin on the first day of the next semester following completion of the course requirements, if such completion has been certified to the Board on or before October 1 or March 1, respectively.

16.8 Teachers whose employment commences at the beginning of the second semester shall receive credit for experience at each anniversary of the start of their employment.

Half-time teachers shall receive one-half (1/2) of the annual experience increment after each school year. They shall also receive one-half (1/2) of any improvement in the salary schedule at their experience level and one-half (1/2) value in any fringe benefit.

16.9 Teachers required in the course of their work to drive personal automobiles from one school building to another shall receive the same car allowance as other school personnel who are reimbursed for mileage. The mileage rate is the current IRS rate. The same allowance shall be given for Board authorized use of personal cars for field trips or other business of the District. The Board shall provide liability insurance as per Board policy for teachers when their personal automobiles are used as provided in this section.

16.10 The Board shall make payroll deductions from teachers for savings bonds, United Fund, tax-deferred annuities purchased from current companies and any new companies to which a minimum of six teachers shall subscribe, or other programs or plans jointly approved by the Association and the Board subject to Article 18.6 of this Agreement.

16.11 Any member who substitutes during a preparation period for a teacher shall be paid the rate of \$20 per hour. Every effort shall be made by the administration to equalize this time among the teachers available; however, all substituting shall be on a voluntary basis. If any member (i.e. librarian, study hall teacher) is assigned as a substitute teacher for another teacher's students, he/she will be compensated as described in this paragraph.

16.12 Any bargaining unit member who has in excess of three (3) preparations at the secondary level shall receive 1.5% of the B.A. Step 10 for each preparation over three. An elementary teacher who has two (2) grade levels in one (1) self-contained classroom shall receive 1.5% of the B.A. Step 10.

16.13 Accumulated Sick Leave

A. Payment of accumulated sick leave shall be paid to the teacher on the last payday of his/her services on retirement, provided said teacher has been an

employee of the district for a period of at least ten (10) consecutive years prior to retirement. Therefore, any teacher at Step 23 or higher (as of June 30, 2010) will be paid a maximum of 205 days of accumulated sick leave at the sub rate of pay upon retirement. Therefore, any teacher at Step 22 or below (as of June 30, 2010) will be reimbursed for half (1/2) of their accumulated sick days without a cap at the sub pay rate upon retirement. These payments may be deposited into the member's 403(b) or 457(b).

B. Upon death of a member, the beneficiary will be paid for the accumulated sick leave at the rate specified in 16.13A.

16.14 Upon proof of possession of a currently valid teaching certificate with vocational endorsement from the Michigan Department of Education, a teacher will receive an additional two-percent (2%) of the salary schedule base if the teacher is currently teaching in his/her area of vocational certification.

This stipend will not be included in the teacher's salary for the purpose of calculating any other form of compensation.

16.15 A full time employee who works a full year and who does not use any (0) sick time, takes leave without pay or has not been placed on any administrative leave with pay during that year, shall receive a stipend of \$150.00. This stipend will be paid prior to July 1st.

ARTICLE XVII

AGENCY SHOP, ASSOCIATION DUES AND SERVICE FEES

- 17.1 Consistent with Act 349 of 2012 (effective 3/28/13), nothing in this Article shall be construed to require a bargaining unit employee to either become or remain a member of the Association as a condition of employment.
- 17.2 The District shall issue annual contracts to all teachers, either tenured or probationary, by the fourth Monday of the school year. The parties agree that every bargaining unit member will be required each school year to sign an individual contract of employment as provided in Article 2, Section 1231 (380-1231) of the Michigan General School Laws and that every such contract shall contain the following:

“This contract is subject to a collective labor agreement heretofore or hereafter negotiated by the Board and the exclusive bargaining representative of Association members and other teachers who are members of the teacher bargaining unit employed by the Board. The terms of such collective labor agreement are incorporated herein and by accepting and signing this contract, I agree to be bound by all such terms, including provisions of Article XVIII.

ARTICLE XVIII

CONTINUITY OF OPERATION

- 18.1 The Association agrees that it will not, during the period of this agreement, directly or indirectly engage in or assist in any unfair labor practice as defined by Section 10 of the Public Employment Relations Act, or permit any of its representatives to engage in or assist in any unfair labor practice.
- 18.2 Recognizing the desirability of continuous operation of the instructional program throughout the school year, the Association agrees that it will not, during the period of this agreement, engage in any teachers strike against the West Iron County School District.
- 18.3 The Association agrees that neither it nor any of its officers or members will engage in any Association activity during normal assigned teaching hours and will not carry on any Association activity on any of the property of the school district in any manner which shall interfere or tend to interfere with the normal scheduled operations of the school system as such. This shall not be construed to prevent released time for Association activities. Association representatives will notify the building principal's office that they are in the building.
- 18.4 The Board agrees that it will not, during the period of this Agreement, directly or indirectly engage in or assist in any unfair labor practice as defined in Section 10, of the Public Employment Relations Act or permit any of its representatives to engage in or assist in any unfair labor practice.

ARTICLE XIX

SCHOOL IMPROVEMENT

- 19.1 The conditions which follow shall govern employee participation in any and all plans, programs, or projects included in the terms, site-based decision making, school improvement, effective schools, as provided in Act 197, P.A. 1987 (Section 15.1919 (919b) MSA) or other similar plans.
- A. Participation by the employee is voluntary.
 - B. If meetings or activities are scheduled during an employee's regular work day, the employee shall be released from duties without loss of time or pay to attend the meetings. If SIP meetings or activities are scheduled beyond an employee's regular work day and/or year, the employee shall be paid at the substitute teacher's hourly rate for all time spent beyond the regular work day/year. Work scheduled beyond the regular work day/year shall be voluntary on the part of the employee unless modified by a specific provision of this agreement. Substitute's hourly rate is defined as substitute daily rate divided by student contact hours (i.e., 5).
 - C. The Master Agreement may not be modified in whole, or in part by the SIP Committee, except by mutual, written agreement by the Association and the Board.

ARTICLE XX

ALCOHOLISM AND DRUG ABUSE

20.1 Testing for Alcohol and Drug Abuse

During the term of this Agreement, the Employer may engage in the testing of bargaining unit members through the taking of blood, urine, or breath samples in order to determine if they are working under the influence of alcohol or drugs.

20.2 The Association and the Employer jointly recognize that alcoholism and drug abuse are illnesses and shall be treated as such pursuant to the application of the terms and conditions of this Agreement.

20.3 The parties' concern is limited to alcoholism and drug abuse problems which cause poor attendance and unsatisfactory performance on the job.

4. The Employer agrees that any bargaining unit member with an alcohol or drug abuse problem who requests diagnosis or treatment will not jeopardize his/her job rights or job security and that such problems will be handled in a confidential manner.

20.5 When an administrator observes a bargaining unit member experiencing difficulties in maintaining his/her performance and those difficulties, in the opinion of the administrator, are due to alcohol and/or drug abuse, he/she will discuss the apparent difficulties with the bargaining unit member at a specially scheduled interview. The bargaining unit member shall be afforded the right to have appropriate Association representative(s) present at such interview. In all instances, the Association representative(s) shall be notified in advance that such an interview is scheduled.

6. All reports of actual or alleged alcohol and/or drug abuse shall be promptly reported to the respective bargaining unit member.

WEST IRON COUNTY PUBLIC SCHOOLS
 SCHEDULE "A"
 SALARY 2015-2016*

STEP	BA	BA +18	BA +30	MA	MA +16
1	\$29,517	\$30,403	\$32,531	\$33,182	\$33,779
2	\$30,107	\$31,011	\$33,181	\$33,846	\$34,455
3	\$30,710	\$31,631	\$33,845	\$34,523	\$35,144
4	\$31,324	\$32,264	\$34,522	\$35,213	\$35,847
5	\$34,143	\$35,196	\$37,660	\$38,413	\$39,104
6	\$35,850	\$36,955	\$39,541	\$40,333	\$41,062
7	\$37,642	\$38,803	\$41,519	\$42,349	\$43,111
8	\$39,525	\$40,744	\$43,596	\$44,467	\$45,269
9	\$41,501	\$42,780	\$45,775	\$46,690	\$47,532
10	\$43,576	\$44,919	\$48,063	\$49,025	\$49,909
11	\$45,956	\$47,366	\$50,667	\$51,677	\$52,606
12	\$48,243	\$49,725	\$53,191	\$54,250	\$55,226
13	\$49,197	\$50,666	\$54,198	\$55,279	\$56,380
14	\$49,270	\$50,742	\$54,279	\$55,360	\$56,465
15	\$49,343	\$50,817	\$54,361	\$55,444	\$56,550
16	\$49,491	\$50,970	\$54,523	\$55,611	\$56,718
17	\$49,639	\$51,122	\$54,686	\$55,776	\$56,888
18	\$49,786	\$51,274	\$54,849	\$55,942	\$57,057
19	\$49,934	\$51,426	\$55,011	\$56,108	\$57,226
20	\$50,182	\$51,678	\$55,276	\$56,374	\$57,496
21	\$50,330	\$51,831	\$55,437	\$56,540	\$57,665
22	\$50,478	\$51,982	\$55,601	\$56,705	\$57,834
23	\$50,624	\$52,135	\$55,762	\$56,872	\$58,004
24	\$50,773	\$52,286	\$55,926	\$57,039	\$58,172
25	\$50,970	\$52,490	\$56,137	\$57,255	\$58,392
26	\$51,118	\$52,641	\$56,301	\$57,420	\$58,561
27	\$51,265	\$52,794	\$56,464	\$57,586	\$58,731
28	\$51,462	\$52,995	\$56,676	\$57,802	\$58,950
29	\$51,611	\$53,146	\$56,839	\$57,969	\$59,120
30	\$51,759	\$53,299	\$57,002	\$58,134	\$59,289
31	\$51,907	\$53,450	\$57,164	\$58,300	\$59,458
32	\$52,054	\$53,604	\$57,327	\$58,466	\$59,627

*Salary schedule reflects a .5% increase

WEST IRON COUNTY PUBLIC SCHOOLS
SCHEDULE "A"
SUPPLEMENTAL PAY 2015-18

Steps 11 – 19 will receive \$500 in supplemental pay for the 2015-18 school year.

Steps 20 – 24 will receive \$1100 in supplemental pay for the 2015-18 school year.

Steps 25 – 27 will receive \$1400 in supplemental pay for the 2015-18 school year.

Steps 28 – 32 will receive \$1700 in supplemental pay for the 2015-18 school year.

WEST IRON COUNTY PUBLIC SCHOOLS
 SCHEDULE "A"
 Salary 2016-2017*

Step	BA	BA +18	BA +30	MA	MA +16
1	29664	30555	32693	33348	33948
2	30258	31166	33347	34015	34628
3	30863	31789	34014	34695	35320
4	31480	32425	34694	35389	36026
5	34313	35372	37848	38605	39300
6	36029	37140	39739	40535	41267
7	37830	38997	41726	42561	43327
8	39722	40948	43814	44690	45495
9	41709	42994	46004	46924	47770
10	43794	45143	48303	49270	50159
11	46186	47603	50920	51935	52869
12	48485	49974	53457	54522	55502
13	49443	50919	54469	55555	56662
14	49517	50995	54551	55637	56747
15	49590	51071	54633	55721	56833
16	49738	51225	54795	55889	57001
17	49887	51377	54960	56054	57172
18	50035	51530	55123	56222	57343
19	50184	51683	55287	56388	57512
20	50433	51936	55552	56656	57784
21	50581	52090	55714	56822	57953
22	50730	52242	55879	56989	58123
23	50877	52396	56041	57156	58294
24	51027	52548	56205	57324	58463
25	51225	52752	56418	57541	58684
26	51374	52904	56583	57707	58854
27	51521	53058	56746	57874	59025
28	51720	53260	56960	58091	59245
29	51870	53412	57123	58258	59415
30	52017	53566	57287	58425	59585
31	52166	53718	57450	58591	59756
32	52314	53872	57613	58758	59925

*Salary schedule reflects a .5% increase

WEST IRON COUNTY PUBLIC SCHOOLS
SCHEDULE "A"
BONUS PAY 2016-17

- A 1% Bonus based on the 2015-16 Schedule "A" Salary Base Pay

WEST IRON COUNTY PUBLIC SCHOOLS
 SCHEDULE "A"
 Salary 2017-2018*

Step	BA	BA +18	BA +30	MA	MA +16
1	29813	30708	32857	33515	34118
2	30409	31322	33514	34185	34801
3	31017	31948	34184	34869	35496
4	31638	32587	34868	35566	36206
5	34485	35549	38037	38798	39496
6	36209	37325	39937	40737	41474
7	38020	39192	41935	42774	43543
8	39921	41153	44033	44913	45722
9	41917	43209	46234	47158	48008
10	44013	45369	48545	49516	50409
11	46417	47841	51175	52195	53134
12	48727	50223	53725	54794	55779
13	49690	51174	54741	55833	56945
14	49764	51250	54824	55915	57031
15	49838	51327	54906	56000	57117
16	49987	51481	55069	56168	57286
17	50137	51634	55235	56335	57458
18	50285	51788	55399	56503	57629
19	50435	51942	55563	56670	57800
20	50685	52196	55830	56939	58073
21	50834	52351	55993	57107	58243
22	50984	52503	56158	57274	58414
23	51131	52658	56321	57442	58585
24	51282	52811	56486	57611	58756
25	51481	53016	56700	57829	58978
26	51631	53169	56866	57996	59148
27	51779	53324	57030	58163	59320
28	51978	53526	57245	58381	59541
29	52129	53679	57409	58550	59713
30	52277	53833	57573	58717	59883
31	52427	53986	57737	58884	60054
32	52575	54141	57901	59052	60225

*Salary schedule reflects a .5% increase

WEST IRON COUNTY PUBLIC SCHOOLS
SCHEDULE "A"
BONUS PAY 2017-18

- A 1% Bonus based on the 2016-17 Schedule "A" Salary Base Pay

SCHEDULE "B"

Ticket Sellers	\$22.50 per event
Ticket Collectors	\$22.50 per event
Scorers, Timers and Announcers	\$22.50 per event
Driver's Education Teacher	\$21.50 per hour

SCHEDULE "C"

The percentages specified below shall be applied to the Bachelor's Base, Step 1, Step 2, and Step 3, respectively. First year coaches will receive the indicated percentage of BA Step 1 of Schedule A; second year coaches will receive the indicated percentage of BA Step 2 of Schedule A; and third year coaches will receive the indicated percentage of BA Step 3.

FOOTBALL:	<u>Percent</u>
Varsity Coach	14.35
Assistant Varsity Coach(es).....	9.53
Junior Varsity Coach.....	9.53
Assistant Junior Varsity Coach.....	8.92
Freshman Coach.....	8.92
BASKETBALL:	
Varsity Coach (Boys).....	14.35
Junior Varsity Coach (Boys).....	9.53
Freshman Coach (Boys).....	9.53
Varsity Coach (Girls).....	14.35
Junior Varsity Coach (Girls).....	9.53
Freshman Coach (Girls).....	9.53
7 th Grade Coach (Girls).....	3.59
7 th Grade Coach (Boys).....	3.59
8 th Grade Coach (Girls).....	3.59
8 th Grade Coach (Boys).....	3.59
TRACK:	
Head Coach (Boys).....	8.00
Assistant Coach (Boys & Girls).....	6.66
Head Coach (Girls).....	8.00
TENNIS:	
Coach (Boys).....	8.20
Coach (Girls).....	8.20
GOLF:	
Coach (Boys).....	6.50
Coach (Girls).....	6.50
SKIING:	Coach.....6.00
CROSS COUNTRY:	Coach.....5.00
WRESTLING:	
Coach.....	11.99
Assistant Coach.....	6.46
VOLLEYBALL:	
Varsity.....	14.35
Junior Varsity.....	9.53

Freshman Volleyball.....9.53

SCHEDULE "D"

The percentages specified below shall be applied to the Bachelor's Base. Percentages have been rounded to the nearest one-tenth (.1).

Art Club (Tentative).....	2.15%
Freshman Class	2.50
Sophomore Class	2.50
Junior Class	4.00
Senior Class.....	4.50
French Club	2.15
Chess Club	2.15
Varsity Club	2.15
High School Student Council.....	5.75
Middle School Student Council/Advisor	4.00
Jazz Band/Pep Band.....	11.00
Annual.....	10.05
High School Bowl	2.15
Drama Club (One 3-Act play per semester or equiv.)	7.38
Forensics.....	4.00
High School Newspaper.....	3.38
Middle School Yearbook.....	3.38
Destination Imagination (Formerly Odyssey of the Mind)	
Lower Division	2.15
Upper Division	2.15
National Honor Society.....	4.10
SADD Advisor.....	3.07
Y.E.S. Club	4.10
Business Professionals of America.....	4.10
School Forest Club.....	2.00
.....8 th Grade Cheerleading Advisor.	4.00
.....Varsity Cheerleading Advisor	8.00
.....Pom Danz Advisor	6.00
.....Color Guard / Flags / Majorettes Advisor.....	2.75

Between \$3913 and \$4314 shall be removed from the Athletic Budget and moved to the High School Schedule D Budget to facilitate the move of the above listed positions (*i.e. 8th Grade Cheerleading Advisor, Varsity Cheerleading Advisor, Pom Danz Advisor, and Color Guard/Flags/Majorettes Advisor*) from Schedule C to Schedule D, the amount to be based upon the step for which the current advisor is being compensated, provided the monies are in the Athletic Budget.

ARTICLE XXI

DURATION OF AGREEMENT

- 21.1 This Agreement shall be effective September 15, 2015 and shall continue in full force through June 30, 2018 except for those provisions that violate Public Act 54.
- 21.2 Contract provisions concerning items of mutual concern may, by mutual consent of the parties, be reopened for renegotiation at any time during the term of this contract.
- 21.3 It is the intent of the parties to bind the Association and all local officers and representatives of the Association, all teachers as defined herein, the Board, its officers and representatives, to observe and adhere to the terms of this Agreement.
- 21.4 If any provision of this Agreement or the application thereof to any teacher or group of teachers shall be found contrary to law, then such provisions or application shall be invalid and all other provisions or applications shall continue in full force or effect.
- 21.5 The Parties agree to meet no later than sixty (60) days before the end of the school year to meet or confer the calendar for the next school year.
- 21.6 It is further understood by both parties that the number of days of teacher responsibility shall not increase except by mutual consent.

IN WITNESS WHEREOF, the respective parties have caused this document to be executed this _____ day of _____, 2015.

WEST IRON COUNTY
EDUCATION ASSOCIATION

WEST IRON COUNTY
PUBLIC SCHOOLS
BOARD OF EDUCATION

President

President

Secretary

Secretary

Negotiator

Superintendent