

Webberville EA Tentative Agreements
Successor Agreement, July 1, 2006 to June 30, 2009

ARTICLE 1
Recognition—Current Contract

ARTICLE 2
Teacher Rights

A.-D. Current Contract

- E. In response to reasonable requests, the BOARD agrees to furnish to the ASSOCIATION all available information concerning the financial resources of the district, including but not limited to: annual financial reports and audits; register of certificated personnel; tentative budgetary requirements and allocations; agendas, minutes, and treasurers' reports of all BOARD meetings; membership data; names and addresses of all teachers, salaries paid thereto, degrees held, plus credits beyond, if possible, and such other information as will assist the ASSOCIATION in developing informed and constructive programs on behalf of the teachers and their students. **However, in the event the estimated cost for furnishing the information exceeds fifty dollars (\$50), the Board reserves the right to charge the Association for the cost. The cost and timelines shall be calculated in accordance with the Michigan Freedom of Information Act and the Public Employment Relations Act.**
- F. The BOARD shall ~~consult~~ **notify** the ASSOCIATION **President** on any major modification of fiscal, budgetary, or tax programs; construction programs; proposals for additional operational or building millage; or major revisions of educational policy which are proposed or under consideration, and the ASSOCIATION shall be given the opportunity to advise the BOARD with respect to said matters prior to their adoption and/or general publication.
- G. Membership in the ASSOCIATION shall not grant immunity to any teacher ~~so far as all~~ **concerning teacher obligations are concerned.**
- H. At each regular BOARD meeting, the BOARD shall place on the agenda, as an item of new business, any matters brought for its consideration by the ASSOCIATION **President**, so long as those matters are made known to the Superintendent's office **seven (7) ~~six (6)~~ calendar days** prior to said regular meeting, except in emergency.
- I. **The provisions of this Agreement and the wages, hours, terms and conditions of employment shall be applied to all employees without regard to race, creed, religion, color, national origin, sex, marital or parental status, height, weight, disability, membership in or association with the activities of any employee organization, except as may otherwise be specified in this Agreement. Discrimination complaints within the jurisdiction of a state or federal agency arising out of this provision shall not be subject to the arbitration step of the grievance procedure, unless the relief/remedy requested through the grievance procedure cannot be granted within the jurisdiction of the state or federal agency.**

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- D. Current Contract
- E. The ASSOCIATION agrees that if any portion of payments made on behalf of an employee, who is not a member of the ASSOCIATION, shall be held invalid by a court of competent jurisdiction, the ASSOCIATION shall hold the District, the **BOARD, individual board members, of Education** and individual administrators harmless therefore and shall undertake to repay such amounts to the employees involved.
- F. The parties agree to cooperatively discuss and exchange information regarding the ASSOCIATION'S service fee collection and objection procedures. The ASSOCIATION agrees, upon request from the BOARD, to provide the BOARD, for its review, a copy of the ASSOCIATION'S current "Policy and Administrative Procedures Regarding Objections To Political/Ideological Expenditures". If substantive changes are made to the policy, the ASSOCIATION shall notify the BOARD.
- G. The ASSOCIATION agrees it will indemnify and hold **the District, the BOARD, individual board members, and individual administrators** harmless from any liability for damages and costs as a result of such action taken, as a direct consequence of the BOARD'S compliance with this Article, with the ASSOCIATION retaining the right to select legal counsel and make an out-of-court settlement.
- H. **Religious Objectors: A bargaining unit member who because of sincerely held religious beliefs or due to adherence to teachings of a bona fide religion, body or sect, which has historically held conscientious objection to joining or supporting labor organizations, shall not be required to join or maintain Association membership or otherwise financially support the Association as a condition of employment. The religious objector cannot selectively choose which of the affiliated Associations to belong to. Thus, in order for a religious objector to remain a member of the local association, the objector must maintain membership in the state and national associations as provided for in the WEA Constitution and Bylaws and under the Unified Membership requirements of the NEA.**

A bargaining unit member claiming a religious objection shall notify the president of the Association, in writing, of his/her objection and the basis therefore. Upon receipt of the notification, the president of the Association shall convene a meeting between the governing body of the Association and the objecting member to determine the sincerity of religious beliefs. In the event that the bargaining unit member is determined to have a sincere religious objection to membership in the MEA and/or NEA and/or WEA, the bargaining unit member shall be required in lieu of periodic dues to pay a sum equal to the periodic dues to the Webberville Education Association Scholarship Fund or the Webberville Food Bank. The religious objector payment shall be equal to the sum of the local, state and national dues.

Payment shall be made to the designated charity in monthly installments due on the 5th of each month of the school year (September through May). A receipt from the charitable organization indicating payment shall be provided to the Association's treasurer within ten (10) business days of the payment. The

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

2. No more than twenty-seven and one-half (27½) hours of pupil instruction per teacher, per week,
 3. A minimum of thirty (30) minutes duty free lunch per day. ~~for high school bargaining unit members, and a minimum of thirty five (35) minutes of duty free lunch per day for elementary bargaining unit members, with the exception of the kindergarten teacher(s), who shall have a minimum of thirty (30) minutes duty free lunch per day,~~
 4. ~~A minimum of eighty five (85) minutes for daily planning and conferences,~~
The average teacher daily planning/conference time will be comparable among the three (3) school levels (High School, Middle School, Elementary School). Comparable is defined as no greater than fifteen (15) minutes difference among the three school levels. Likewise, regardless of the schedule, no school level will have less than fifty-two (52) minutes of planning time.
 5. ~~Elementary planning time to include time scheduled for music, art, physical education, computer science, recess, and other special subjects as determined by the BOARD,~~
 6. ~~No more than twenty (20) minutes recess will be designated as student instructional time, and~~
 7. 5. The calendar(s) provided for in Appendix C shall govern the teachers' contract year, including breaks and holidays.
- F. E. The committee will be provided with any additional information needed, such as budget, revenues, expenditures, etc.
- G. F. The **daily** schedule(s), ~~which has the consensus of the committee,~~ will be presented to the Superintendent **by the principals** for approval **by at the June BOARD meeting.** ~~at the regularly scheduled May meeting.~~ If a consensus decision has not been reached by the ~~May~~ **June** Board meeting, the current schedule(s) shall remain in place provided the District continues to receive its full State Aid. However, if the District would suffer a loss of full State Aid as a result of continuing the current schedule, then the Board would determine the daily schedule.
- G. **By mutual agreement between the ASSOCIATION and the BOARD, this Article may be re-opened during the life of this agreement.**

- a. A paraprofessional shall be assigned to the combination classroom. If hiring a paraprofessional is not economically feasible, the district will pursue other options to provide the needed support to the combination classroom teacher.
 - b. The paraprofessional's classroom time will be determined by the combination teacher and the building principal.
 - c. It is understood that a Paraprofessional's primary function is classroom contact. Paraprofessionals may be used in other capacities as determined by the teacher(s) and the building principal.
4. If there is a decision to have a classroom paraprofessional, the Administration will make every reasonable effort to have the Paraprofessional assigned no later than one (1) week from the enrollment count days referred to in Section A. ~~paragraph 2.~~
 5. Once a Paraprofessional has been assigned to a grade level, such Paraprofessional will not be withdrawn for the balance of the semester.
 6. In the event that the agreed to maximums in grades one (1) through six (6) for ~~grades first (1) through six (6)~~ cannot be met, extra compensation will be provided as follows:
 - a. Those teachers having over 30 ~~thirty (30)~~ students shall be compensated at the rate of \$55 ~~fifty-five dollars (\$55.00)~~ per student per semester for each student in excess of 30 students. ~~thirty (30)~~.
 - b. Those teachers having over 33 ~~thirty-three (33)~~ students shall be compensated at the rate of \$110 ~~one hundred and ten dollars (\$110.00)~~ per student per semester for each student in excess of 33 students. ~~thirty-three (33)~~.
 - c. Special subject teachers shall receive \$33 ~~thirty-three dollars (\$33.00)~~ per student per semester for each student in excess of 35 students. ~~thirty-five (35)~~.
 - d. These provisions for extra compensation will be based on the figures obtained from the enrollment count referred to in Section A. ~~paragraph 2.~~
 7. By mutual agreement of those teachers directly involved, the ASSOCIATION and the elementary principal, the provisions of Article 6, Section B, may be waived.

C. Secondary

1. At the secondary level, the normal class size shall not exceed 30 ~~thirty (30)~~ students, except that:
 - a. Music classes will not be affected by this number.

shall have the right to go beyond these limits at its discretion. Professional development resources will be used equitably between the elementary and secondary levels. A teacher will be apprised in advance if any cost associated with the Professional Improvement is to be paid by the teacher.

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

~~1. The District and the Association desire to set forth their understandings and agreements regarding compliance with the professional development requirements of Section 1527 of the Revised School Code.~~

~~2. For the 2002-2003 school year and thereafter, thirty (30) professional development hours shall be conducted on the days and hours designated for that purpose on the school calendar and in Article 26, Section I. If the State-mandated number of professional development hours should change, then the parties agree to meet and bargain a modification to this Agreement to comply with the required number of hours.~~

B. **Professional Business Days**

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

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

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

4. ~~Any funding for professional business days shall be done in accordance with the reimbursement policy outlined in this Article. A teacher will be apprised in advance if any cost associated with the Professional Business Day is to be paid by the teacher.~~

ARTICLE 8 (was 9)

Webberville Education Association Leave—Current Contract

ARTICLE 9 (was 7)

Sick Leave and Associated Leaves, Workers' Compensation

(title change)

A. Current Contract

B. Current Contract

- E. Bereavement – Current Contract
- F. Use of Sick Leave and Personal Business Days – Current Contract
- G. **Workers' Compensation.** Current Contract

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

~~If it is determined in the future that wage loss benefits paid under Michigan Workers' Disability Compensation Act are creditable for service credit with the School Employees Retirement System, The District will take the necessary appropriate action to report such disability so that retirement service credit may be obtained.~~

ARTICLE 10
Leaves of Absence
 (title change)

- A. Educational Sabbatical Leave – Current Contract
- B. Child Care Leave – Current Contract
- C. General Leave Of Absence – Current Contract
 - 1.-2. Current Contract
 - 3. Application for a General Leave Of Absence must be submitted prior to ~~May~~ **April 1**.
 - 4. The teacher shall notify the BOARD, in writing, of their intention to return to the Webberville Community Schools by ~~May~~ **April 1**.
 - 5.-8. Current Contract
- D. Miscellaneous Leave Of Absence – Current Contract
 - 1.-2. Current Contract
 - 3. ~~It is expected that~~ The teacher will notify the BOARD, in writing, of their intent to return to the Webberville Community Schools **by April 1 or sixty (60) calendar days prior to the completion of the leave (but in no case less than thirty (30) calendar days).**

ARTICLE 11 Teacher Evaluation

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

A. Evaluation of probationary and tenure teachers

1. **Probationary teachers.** Probationary teachers shall be evaluated **a minimum of two (2) times during the school year.** ~~three (3) times during the school year: The first evaluation prior to November 15; the second following November 15 and prior to February 1; and, the third following February 1 and prior to April 1.~~ Each probationary teacher shall be provided with an individualized development plan. Evaluations of probationary teachers shall determine the teacher's achievement of the plan. **The first written evaluation will be completed by December 1st and the year-end written evaluation will be completed by April 15.** The year-end written evaluation shall be based upon all observations conducted during the school year. In the case of non-renewals, notice must be provided by May 1st. Article II of the State of Michigan Teachers' Tenure Act will govern the evaluation process for probationary teachers who have not received tenure prior to their employment with Webberville Community Schools. Article III will govern the evaluation process for teachers who were previously tenured at another school district prior to their employment with Webberville Community Schools.

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

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

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

4. Post-evaluation conference

Following each evaluation of a teacher, the evaluator, the WEA Observer (**when one was present**), and the teacher shall meet to review the evaluation. The meeting shall take place within **six (6)** ~~five (5)~~ school days of the **date the evaluation is completed by the evaluator.** The teacher evaluated shall receive the written evaluation at least one day prior to the meeting. In the event of an absence, the timelines will be extended to equal the days lost as a result of the absence. The written evaluation shall include identification of the specific ways in which the teacher is to improve and recommendations for assistance to be given by the administrator. In subsequent written evaluations, failure to again note a specific deficiency shall be interpreted to mean that adequate improvement has taken place. One copy of each written evaluation is to be signed and returned to the administration, one to the Association, and one is to be retained by the teacher.

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

ARTICLE 12

Mentor Teacher

A. Definition and Purpose

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

E. Compensation

A Mentor Teacher shall receive additional annual compensation in accordance with **Schedule B.** of ~~three hundred dollars (\$300) per mentee.~~ Such additional annual compensation shall be ~~equally divided among his/her regular paychecks or paid in a lump sum if requested by the mentor teacher.~~

ARTICLE 13
Professional Behavior

A. Professional Behavior/Professional Practices Committee

1. The Professional Practices Committee shall be composed of three (3) elementary and three (3) secondary teachers. Their responsibility shall be to investigate concerns raised about teaching practices and/or professional behavior, and, where warranted, to meet and counsel with the teacher, and to assist the teacher in reaching his/her teaching potential. A list of committee members shall be given to the administration ~~thirty (30)~~ **ten (10) working days** after the commencement of school.
2. The BOARD recognizes that the Code of Ethics **as adopted by the National Education Association (NEA)** ~~of the education profession~~ is considered by the ASSOCIATION and its membership to define acceptable criteria of professional behavior. The ASSOCIATION shall accept responsibility to deal with ethical problems in accordance with the terms of ~~such~~ **the** Code of Ethics ~~of the education profession~~ by establishing a Professional Practices Committee.
3. Both the BOARD and the **ASSOCIATION** ~~educational profession~~ agree that inclusive in the Code of Ethics is the importance of having a positive attitude and outlook and that the lack of such an attitude can affect the performance of both teachers and students. It shall be the responsibility of the BOARD to work with the Professional Practices Committee in taking all steps necessary to develop positive teaching practices. The BOARD, in recognition of the concept of progressive correction, shall notify the teacher in writing of alleged delinquencies, indicate expected correction, and indicate a reasonable period of correction.
4. Alleged breaches of discipline or the Code of Ethics ~~of the Education Profession~~ shall be promptly reported to the offending teacher and to the ASSOCIATION **President** and will be referred to the Professional Practices Committee. The Committee shall hear both parties and will make recommendations and shall provide mentoring as needed. The ASSOCIATION will use its best efforts to correct breaches of professional behavior by any teacher.

B. Discipline Procedures

1. Current Contract

2. For self-defense or the defense of another.
 3. To quell a disturbance that threatens physical injury to any person.
 4. To obtain possession of a weapon or other dangerous object upon or within the control of the pupil.
 5. To protect property.
- D. Current Contract
- E. It is understood that the authority to implement a suspension or invoke other disciplinary measures in accordance with the student handbook rests with the building administrator or **BOARD**.
- F. Current Contract
- G. All policies with regard to ~~teacher protection~~ **student discipline** shall be applied in a manner consistent with the rights secured under federal and state law to students who are determined to be eligible for special education programs and services. **Teachers shall be afforded all rights and protections consistent with these laws.**
- H. Any case of physical or verbal assault upon a teacher shall be promptly reported in writing to the building principal or designee. The BOARD ~~will provide~~ **shall reimburse the teacher up to \$1000 for the teacher to obtain** legal counsel to advise the teacher of his/her rights and obligations with respect to such assault. ~~and shall promptly render all~~ **The BOARD shall provide other** reasonable assistance to the teacher in connection with handling of the incident by the law enforcement and judicial authorities, **including paid leave time for the purpose of meeting with law enforcement and judicial authorities and attending court proceedings related to the assault.**

ARTICLE 15

~~Instructional Committees and Councils~~ Curriculum Council

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

- A. The Curriculum Council's voting membership consists of building principals, curriculum director, department chairs, elementary teacher leaders, and any teacher who is interested in attending. The building principals will consult with the WEA president in identifying candidates for Curriculum Council Co-Chairs; one elementary representative and one secondary representative. The Superintendent will serve in an advisory capacity.

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

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

- ~~E. The BOARD shall follow, without exception, the State of Michigan Teacher Certification Laws. (not needed, Board must follow the law)~~

- F. **Moved to Article 18, Section B.**

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

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

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

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

ASSOCIATION president will be notified of who was selected to fill the position. If the vacancy arises on or after August 15 but prior to the opening day of school for teachers, teachers shall be notified in writing by U.S. mail and on the District's Web Site under its Employment page no less than within seven (7) calendar days from the date of the posting and the position shall not be filled until after the close of the posting period. before the position is filled, and The ASSOCIATION president will be notified of who was selected to fill the position. All vacancies shall be posted with accompanying job descriptions. Vacancies shall be filled on the basis of the experience, competency, and qualification of the applicant, length of service in the district, and other relevant factors. Any new positions If the new position is created during the summer, the Superintendent shall promptly notify all staff members in writing.

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

~~An applicant with less service in the district shall not be awarded such position unless his/her qualifications shall be substantially superior. An involuntary transfer will be made only in case of emergency or to prevent undue disruption of the current instructional program. The Superintendent shall notify the affected teacher and the ASSOCIATION PRESIDENT of the reasons for such transfer. The ASSOCIATION PRESIDENT and the Superintendent shall work together to minimize involuntary transfers. (remainder of this language moved to F and G.)~~

- F. The BOARD recognizes that it is desirable in making assignments to consider the interests, **expertise** and aspirations of its teachers. **When filling vacancies, internal applicants will be considered before outside applicants.** ~~Transfers shall only occur with the consent of all involved teachers. Vacancies shall be filled on the basis of the internal applicant's experience, competency, qualifications of the applicant as defined in Article 17, Section B, length of service in the district, and approval of principal, and other relevant factors.~~ An applicant with less service in the district shall not be awarded such the position unless his/her qualifications shall be substantially superior. **(from Section E.)**
- G. Requests by a teacher for a **voluntary reassignment or transfer to a different class, building, or position, grade level within the school setting, course, department, or change in school setting** shall be made in writing by completing Appendix F, one of which shall a copy to be filed with the ASSOCIATION president and with the superintendent. The application shall set forth the reasons for **reassignment or transfer, the applicant's qualifications, and the school, grade, or the position, grade level, department, or school setting** sought. ~~and the applicant's academic qualifications.~~ Such requests shall be renewed once each year to assure active consideration by the ~~administration.~~ **BOARD.** An involuntary **reassignment or transfer** will be made only in case of emergency or to prevent undue disruption of the current instructional program. The Superintendent shall notify the affected teacher and the ASSOCIATION president of the reasons for such **reassignment or transfer.** The ASSOCIATION president and the Superintendent shall work together to minimize involuntary **reassignments and transfers.** **(from Section E.)**
- H. The ASSOCIATION recognizes that when a vacancy occurs during the school year, it may be difficult to fill it from within the district without undue disruption to the existing

~~after August 15 but prior to the opening day of school for teachers, teachers shall be notified in writing no less than seven (7) calendar days before the position is filled, and the ASSOCIATION will be notified. Vacancies shall be filled on the basis of the experience, competency, and qualification of the applicant, length of service in the district, and other relevant factors. Any new All supervisory positions shall be posted with accompanying job descriptions. If the new position is created during the summer, the Superintendent shall promptly notify all staff members in writing by U.S. mail and on the District's Web Site under its Employment page. Webberville teachers who submit applications for supervisory positions within the system will be interviewed and receive consideration with other applicants. The ASSOCIATION president will be notified of who was selected to fill the position.~~

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

ARTICLE 19 Compensation

A.-D. Current Contract

- E. ~~The Appendix A salary schedule for the 2003-2004 school year shall be increased by three percent (3%) on the salary schedule, with all increment steps and lane changes granted. For the 2004-2005 and 2005-2006 school years, the Appendix A (Salary Schedules) and Article 20 (Insurance), will be bargained during the month of May 2004 and May 2005 respectively.~~

The 2006/07 Appendix A salary schedule shall be increased by a minimum of 1.0% and a maximum of 2.0% on the schedule, with all increment steps and lane changes granted. The 2.0% increase is contingent upon the 2006/07 per pupil foundation allowance not being reduced. The salary increase(s) shall be retroactive to July 1, 2006. The retroactive portion of the guaranteed 1.0% shall be paid in a lump sum in January 2007, with the balance spread over the teacher's remaining pays of the 2006/07 school year. The remaining 1.0% or portion thereof (dependent upon the foundation allowance reductions) shall be paid beginning in February 2007, with the retroactive portion paid as a lump sum in February 2007 and the balance spread over the teacher's remaining pays of the 2006/07 school year. If the foundation allowance is reduced, the parties agree to meet no later than February 1, 2007, to discuss the impact of the reduction as it relates to the 2.0% maximum increase.

For 2007/08 and 2008/09 school years, the BOARD guarantees the increment steps, lane changes, FICA and MPERS retirement increases shall be paid, with a guaranteed 1.0% minimum increase in each year and a maximum increase of 3.0% in each year. The payment of the guaranteed 1.0% increase shall commence at the beginning of the school year. The payment of any additional increase shall commence after the fall student count date and no later than the second pay in

plan year and the 2007/08 and 2008/09 plan years. Effective February 1, 2007, through June 30, 2008, the BOARD monthly contribution shall be \$1100.

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

The BOARD and ASSOCIATION agree to negotiate the BOARD contribution rate for July 1, 2008, through June 30, 2009, as soon as the new insurance rates are available from SET/SEG/BCBSM and the other insurance providers.

Plan A:

MESSA Tri-Med, including sponsored dependents, with the MESSA Preferred RX rider (\$5 co-pay on generic prescriptions) through January 31, 2007. Effective February 1, 2007, a SET/SEG HSA pre-paid debit card plan to cover a \$1250/single subscriber deductible and a \$2500/two person or family deductible, and a BCBSM Flexible Blue Plan 2 health plan including preventative care and a 0% Rx prescription plan.

Delta Dental Plan: 100/90/90/90:\$1,500

Vision: VSP-3

Reliance Standard LTD Plan:

60 calendar day modified fill

~~\$3,500~~ \$4000 maximum

Social Security Freeze

Alcohol/drug addiction and Mental/nervous same as any other illness, 66 2/3% coverage, **Medical premium benefit**

Reliance Standard Negotiated Life: ~~\$30,000~~ \$35,000 with AD & D

Plan B:

Dental: Same as Plan A

Vision: Same as Plan A

LTD: Same as Plan A

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

In addition, each Plan B subscriber shall have a cash option in lieu of health insurance in an amount equal to \$400 per month. Employees may invest these funds in MESSA tax-exempt cafeteria options on a salary reduction assignment basis. Any additional

Time Required to Be Made Up
1 - 3 hours
Over 3 hours

Make-Up Days
1/2 day
Full day

~~If and when state law changes so that snow days need not be made up for state aid reimbursement, then the parties will revert to the system used previously.~~

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

ARTICLE 22
Negotiation Procedures—Current Contract

ARTICLE 23
Seniority

- A. No later than thirty (30) days following ratification of this Agreement and by every September 30 thereafter, a seniority list shall be prepared.
- 1.-3. Current Contract
4. If two or more teachers are found to have equal status in two (2) and three (3) above, the teacher possessing a ~~Master's~~ **the higher** degree shall receive the higher ranking on the seniority list.
5. If two or more teachers are found to have equal status in two (2), three (3), and four (4) above, the teacher possessing the greater number of hours beyond his/her degree shall receive the higher ranking on the seniority list.
- 6.-7. Current Contract
8. All seniority is lost when there is ~~both a severance of employment and a break in service.~~ However, seniority is retained if ~~a severance of employment and a~~ **the** break in service is due to layoff or leave of absence.
- B. Seniority Verification Form – Current Contract

- d. Probationary teachers will be placed ~~in an assignment~~ **reassigned to a position** matching his/her current grade, department, and **building school setting** based on staffing needs.
- e. If no **position vacancy** exists in the probationary teacher's current grade or department, he/she will be assigned to another grade or department for which he/she is certified **and qualified**. When a choice of grade or department is possible, the teacher being assigned will have his/her choice.
- f. If no **position vacancy** remains in any grade or department for which the teacher is certified **and qualified**, the teacher will be laid off **upon written notice made no later than thirty (30) calendar days prior to the effective date of layoff, but no later than June 30.** ~~effective the end of the current school year upon written notice made not later than June 30.~~
- g. Qualifications for placement in a position shall be determined **in accordance with Article 17, Section D, of this Agreement.** ~~by the valid state teaching certificate(s) or license(s) currently held by the teacher.~~
- h. The ASSOCIATION **president** shall be notified of the date, time, and place when the above procedures are implemented and related assignments are made.

3. Current Contract

4. Recall Rights

- a. A laid-off teacher shall be recalled to the first vacancy for which he/she is **certified/qualified** in reverse order of layoff.
- b. A laid-off teacher shall be considered laid off until he/she is reinstated in the district, refuses an offer from the BOARD of a position for which he/she is **certified/qualified**, or fails to respond within fifteen (15) **calendar** days of its receipt to a written offer of a position made by the BOARD. The teacher must be able to return within thirty (30) **calendar** days of said receipt.
- c. Notifications of a recall shall be made in writing, a copy being sent to the ASSOCIATION **president**. The notification shall be sent by certified mail to the teacher's last known address. The teacher is responsible for notifying the district of any change in address which may occur during the period of layoff.

d.-e. Current Contract

B. Current Contract

the visit. As provided by law, parents/guardians will not be allowed to visit the classroom when testing is taking place.

1. **Administrators or administrative assistant will call the teacher's classroom to give them advance notice and input to the visit.**
 2. **Administrators will not allow visitors in the teacher's classroom when in the judgment of the administrator and teacher the visitor will be detrimental to the educational process or safety of teacher and/or student(s).**
 3. **Parents or visitors who wish to participate in the educational process need to make arrangements at least 24 hours in advance.**
- F. Any **prospective families** or visitor(s) must contact the building principal who will consult with the classroom teacher to determine the appropriateness and timing of the visit.
- G. **Personnel file:** Current Contract up to:

Freedom of Information Act (FOIA) Requests:

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

1.-2. Current Contract

H. Current Contract

- I. **Building principals and their staff will select a day for staff meetings and professional development. Principals cannot schedule more than four meetings per month and only as necessary.**

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

Regular staff meetings will begin at the end of the school day and will last no longer than 4:00 pm. Notice of after school staff meetings will be given one week

ARTICLE 28
Duration of Agreement

This Agreement shall be effective as of July 1, 2006, and shall continue in effect until June 30, 2009.

WEBBERVILLE EDUCATION ASSOCIATION

WEBBERVILLE BOARD OF EDUCATION

By: _____
 President

By: _____
 President

By: _____
 Secretary

By: _____
 Secretary

Date: _____

Date: _____

APPENDIX A
2006-2007 Salary Schedule (2%)
Effective July 1, 2006
 (provided no reduction in pupil foundation allowance)

	BA	BA+18	MA	MA+20	Increase
Step 1	\$31,180	\$31,950	\$32,715	\$33,385	500
Step 2	\$32,212	\$33,587	\$34,300	\$34,967	300
Step 3	\$34,800	\$36,125	\$37,786	\$38,452	300
Step 4	\$36,660	\$38,316	\$39,978	\$40,647	500
Step 5	\$37,986	\$39,978	\$41,966	\$42,636	500
Step 6	\$39,501	\$41,662	\$43,830	\$44,502	500
Step 7	\$40,827	\$43,329	\$45,830	\$46,501	500
Step 8	\$42,499	\$45,324	\$47,495	\$48,163	500
Step 9	\$44,502	\$46,834	\$49,159	\$49,831	500
Step 10	\$46,166	\$48,665	\$51,163	\$51,833	500
Step 11	\$47,445	\$50,279	\$53,116	\$53,784	450
Longevity					
	12-14yrs	\$4,125			500
	15-17yrs	\$4,952			750
	18-20yrs	\$5,518			1000
	21-23yrs	\$5,938			1000
	24-27yrs	\$6,358			1000
	28+yrs	\$6,858			1500

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

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

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

APPENDIX B
Extra Curricular Assignments—Current Contract

APPENDIX C 2006-2007 CALENDAR

M T W TH F
August

28 29 30 31

September

4 5 6 7 8
11 12 13 14 15
18 19 20 21 22
25 26 27 28 29

October

2 3 4 5 6
9 10 11 12 13
16 17 18 19 20
23 24 25 26 27
30 31

November

6 7 8 9 10
13 14 15 16 17
20 21 22 23 24
27 28 29 30

December

4 5 6 7 8
11 12 13 14 15
18 19 20 21 22
25 26 27 28 29

Aug 28 New Teacher Orientation/Professional Development
Aug 29-31 Teachers' Professional Development Days
Aug 30 MS Orientation, Evening Mtg-Secondary

Sept 1-4 NO SCHOOL-Labor Day Weekend
Sept 5 Students' First Day
Sept 12 K-6 Open House, Evening Mtg 6-7:00
Sept 12 High School Open House, Evening Mtg 7-8:00

Nov 3 End of First Quarter-MS Rotation
Nov 8 P/T Conferences-All Levels-Evening 4:00-7:00
Nov 9 P/T Conferences-All Levels-Evening 4:00-7:00
No School Students-1/2 day for teachers
Nov 22-24 NO SCHOOL-Thanksgiving Recess

December 21,-January 2 – Winter Recess

Jan 15 **Martin Luther King Day-No School Students**
Teachers' Professional Development Day
Jan 16-19 Exams-High School
Jan 19 End of First Term, MS Rotation
Jan 22 **NO SCHOOL-Semester Transition**
Jan 23 Beginning of Second Semester

Feb 16-19 Presidents' Day Weekend-NO SCHOOL

March 23 End of Third Quarter, MS Rotation
March 29 P/T Conferences-All Levels-Evening 4:00-7:00

April 2-9 **April 2-9 Spring Recess**
April 6 **Good Friday**

May 22-25 Final Exams for High School
May 25 Last day of school for students
May 28 NO SCHOOL-Memorial Day
May 29-31 Records Day – Flex-time
TBA Elementary Musical Dates

M T W TH F
January

1 2 3 4 5
8 9 10 11 12
15 16 17 18 19
22 23 24 25 26
29 30 31

February

5 6 7 8 9
12 13 14 15 16
19 20 21 22 23
26 27 28

March

5 6 7 8 9
12 13 14 15 16
19 20 21 22 23
26 27 28 29 30

April

2 3 4 5 6
9 10 11 12 13
16 17 18 19 20
23 24 25 26 27
30

May

7 8 9 10 11
14 15 16 17 18
21 22 23 24 25
28 29 30 31

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

APPENDIX F

Statement of Intent to Return and Assignment Preference

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

_____ intend to return to my
Name of teacher

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

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

Preference One _____

Reasons _____

Qualifications _____

Preference Two _____

Reasons _____

Qualifications _____

Preference Three _____

Reasons _____

Qualifications _____

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

Teacher's signature _____

Date: _____

Copies to Association President and Superintendent

**Letter of Agreement
Between
Webberville Education Association
And
Webberville Board of Education**

RE: Appendix B, Extra Curricular Salary Schedules

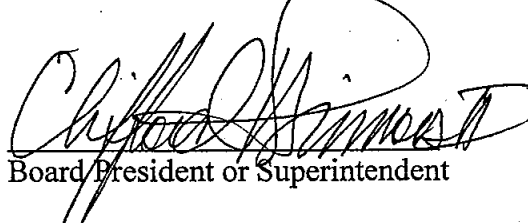
This Letter of Agreement is mutually entered into by and between the Webberville Board of Education (Board) and the Webberville Education Association (Association). The Association and the Board commit to the following agreements regarding Appendix B.

For the 2007/08 and 2008/09 school years, the Board and the Superintendent shall determine how many Appendix B positions will be needed for each activity. If any change to the agreed Schedule B is proposed, the information will be provided in writing to the Association President. The percentage pay for each position will be paid according to the Appendix B of the July 1, 2006, to June 30, 2009, Master Agreement. These percentage amounts shall not be altered unless a Letter of Agreement is entered into between the Association and the Board.

It is further agreed that only the Board or its superintendent will engage in bargaining wages for schedule B. In the event further bargaining becomes necessary, it shall be conducted solely between the Board and/or its representative and the association.

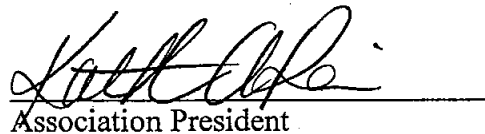
This agreement shall be without precedent, but shall constitute and continues as a practice between the parties.

Webberville Board of Education


Board President or Superintendent

April 12, 2007
Date

Webberville Education Association


Association President

April 20, 2007
Date

**Letter of Agreement
Between
Webberville Education Association
And
Webberville Board of Education**

RE: Appendix B, Increase Academic Personal Best (APB) to Five Positions

This Letter of Agreement is mutually entered into by and between the Webberville Board of Education (Board) and the Webberville Education Association (Association).

The Board and the Association agree to modify the July 1, 2006 to June 30, 2009 Appendix B by increasing the positions for Academic Personal Best (APB) from four (4) positions to (5) positions. Each APB position will continue be paid at one percent (1%).

This agreement shall be without precedent, but shall constitute and continue as a practice between the parties.

Webberville Board of Education



Board President

Date

APR 12, 2007

Webberville Education Association



Association President

Date

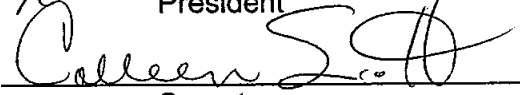
4/13/07

ARTICLE 28
Duration of Agreement

This Agreement shall be effective as of July 1, 2006, and shall continue in effect until June 30, 2009.

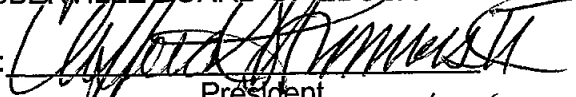
WEBBERVILLE EDUCATION ASSOCIATION

By: 
President

By: 
Secretary

Date: 1-12-07

WEBBERVILLE BOARD OF EDUCATION

By: 
President

By: 
Secretary

Date: 1/16/2007

APPENDIX A
2007 - 2008 Salary Schedule (1%)
Effective July 1, 2007
(See Article 19, *Compensation*, Section E)

	BA	BA+18	MA	MA+20
Step 1	\$31,492	\$32,270	\$33,042	\$33,719
Step 2	\$32,534	\$33,923	\$34,643	\$35,317
Step 3	\$35,148	\$36,486	\$38,164	\$38,837
Step 4	\$37,027	\$38,699	\$40,378	\$41,053
Step 5	\$38,366	\$40,378	\$42,386	\$43,062
Step 6	\$39,896	\$42,079	\$44,268	\$44,947
Step 7	\$41,235	\$43,762	\$46,288	\$46,966
Step 8	\$42,924	\$45,777	\$47,970	\$48,645
Step 9	\$44,947	\$47,302	\$49,651	\$50,329
Step 10	\$46,628	\$49,152	\$51,675	\$52,351
Step 11	\$47,919	\$50,782	\$53,647	\$54,322
Longevity	12-14yrs	\$4,166		
	15-17yrs	\$5,002		
	18-20yrs	\$5,573		
	21-23yrs	\$5,997		
	24-27yrs	\$6,422		
	28+yrs	\$6,927		

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

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

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

Extra Curricular Assignments—Current Contract

Athletics

Varsity Boys' Basketball	10.0%
JV Boys' Basketball	8.0%
8 th Grade Boys' Basketball	3.5%
7 th Grade Boys' Basketball	3.5%
Varsity Girls' Basketball	10.0%
JV Girls' Basketball	8.0%
7 th Grade Girls' Basketball	3.5%
8 th Grade Girls' Basketball	3.5%
Freshman Basketball—Boys or Girls	5.0%
Varsity Boys' Baseball	8.0%
JV Boys' Baseball	5.0%
Varsity Girls' Softball	8.0%
JV Girls' Softball	5.0%
Varsity Football	10.0%
Varsity Assistant Football	8.0%
JV Football	8.0%
JV Assistant Football	8.0%
Varsity Boys' Track	8.0%
Varsity Girls' Track	8.0%
Golf	5.0%
Track Assistant—Boys or Girls	5.0%
MS Track—Boys or Girls	3.5% 3.0%
Cross Country	6.0%
Varsity Girls' Volleyball	8.0%
JV Girls' Volleyball	5.0%
Cheerleading-Fall Varsity	5.0%
Cheerleading-Fall JV	2.5%
Cheerleading-Winter Varsity	5.0%
MS Cheerleading	3.5%
Varsity Wrestling Coach	8.0%
JV Wrestling Coach	5.0% 4.0%
MS Wrestling Coach	3.5%

Class Sponsors

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

(The percentage to be divided evenly between sponsors.)

Activities

High School Yearbook	5.00 %
Elementary Yearbook	2.00 %
High School Student Council	4.00 %
MS Student Council	.85 %
Elementary Student Council	.85 %
Summer AG Program (based on BA4)	14.00%
High School F.F.A.	6.00%
Middle School F.F.A.	1.00%
Project PALS	1.00%
S.A.D.D.	2.00 %
National Honor Society	2.00 %
National Jr. Honor Society	.625%
Spanish Club	.625%
Science Club-MS	.625%
Science Club-HS	.625%
Library Club	.625%
Quiz Bowl;	1.50%
Safety Patrol	.625%
Academic Personal Best (APB) 4@1.0% each	1.0%
Model United Nations	.625%
Chaperones (per event)	\$12.50
Ticket Taking (per event)	\$18.00
Mentor Teacher per Mentee (Up to Step 5)	1% \$300
(2)Curriculum Co-Chairs (Up to Step 5)	1% \$300
Department Chair Stipends: (Up to Step 5)	1% \$300
English, Fine Arts, Math, Physical Education, Science, Social Studies, Special Education, Vocational Education, Elementary Teacher Leaders (5)	

Fine Arts

High School Play (per play)	3.50 %
High School Theatre Assistant (per play)	1.50%
Set Construction (Per play or Musical)	1.50%
Musical Director	4.00%
Musical Producer	4.00%
Musical Asst.	3.00 %
Elementary Musical Production	3.00 %
Choir Director	9%10.00%
K-6 4 Elementary Music Performance (4-4 minimum of 6 performances)	5% 2.75%

Band Director
Flag Corp
Art Club Grades 7-12

10.00%
3.0%
~~.625%~~ 2%