

# AGREEMENT

**Board of Education of Western School District  
of Jackson County  
Western Education Association/  
Jackson County Education Association**

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## **ARTICLE I: RECOGNITION AND RIGHTS OF THE ASSOCIATION**

- A. Recognition: The Board hereby recognizes the Jackson County Education Association as the sole and exclusive bargaining agent for all professional personnel upon employment or employed under a written contract, or on leave, but excluding substitutes, superintendent, assistant superintendent, business manager, principals, assistant principals, athletic director, and technology personnel. Such representation shall cover all personnel assigned to newly created professional positions unless the Board and the Jackson County Education Association agree in advance that such positions are principally supervisory and administrative. WEA Staff regularly contracted for less than the minimum hours per day stated in this Agreement or for less than the full school year but more than forty-six (46) continuous days in the same position are entitled to all the benefits and responsibilities of this Agreement as may be appropriate except that salary and fringe benefits in Appendix A, paid leaves of absence, or other emoluments shall be pro-rata as to full time employment. MESSA PAK insurance benefits will not be available to employees who work less than 90 days and substitute teachers temporarily replacing bargaining unit members.

The terms "teacher" or "staff member" when used in this Agreement shall mean those professional employees represented by the Jackson County Education Association as defined above.

The term Non-Teaching Professional Staff (NTPS) when used in this Agreement shall refer only to those bargaining unit members who are not covered by the Teachers' Tenure Act.

- B. The Board and the Western Education Association/Jackson County Education Association mutually agree to make available to the other, upon request, any and all available information, statistics, and records relevant to negotiations, or necessary for the proper enforcement of this Agreement. Nothing contained in this section shall be construed to require that the Board provide such information in any form other than it would normally be provided to the Board. Nor shall the Western Education Association/Jackson County Education Association be required to provide such information in any form other than would normally be provided to its Executive Board.
- C. The Board agrees to allow the Western Education Association the use of school building rooms for regular and special meetings provided that adequate clearance of such meeting is given by the building principal so concerned. The Western Education Association also has the privilege of using the school mailbox system for distribution of Western Education Association/Jackson County Education Association correspondence. If additional custodial or maintenance costs result from such usage, the Western Education Association shall promptly reimburse the Board for reasonable direct additional costs.
- D. In order to minimize misunderstanding and facilitate smooth operation of this Agreement or other appropriate areas of mutual concern, the Superintendent of schools and/or other representatives of the Board shall meet monthly with officers of the Western Education

Association, their representatives and/or the negotiating committee of the Jackson County Education Association.

- E. The members of the Western Education Association agree that they will give their best efforts to their job duties and to make such duties their primary interest. WEA Staff shall not make commitments to another employer if such commitments may interfere with their primary job duty and other compensatory responsibilities of that staff member to the Western School District.
- F. It is expected that the Board and Western Education Association members will fulfill all contractual obligations.
- G. The Board of Education shall provide space for a filing cabinet and allow the Western Education Association the use of a phone for local calls.
- H. The Western Education Association recognizes that abuses of sick leave or other leaves, chronic tardiness or abuses, willful deficiencies in professional performance, or other violations of discipline by staff members reflect adversely upon the profession and create undesirable conditions in the school building.
- I. The Western Education Association recognizes that all staff are entitled to Weingarten Rights (federal employment law).
- J. An employee shall have the right to review the contents of his/her personnel file during regular District business hours and to have a representative of the WEA/JCEA accompany him/her in such a review. The employee shall notify the Superintendent's secretary at least twenty-four (24) hours in advance of such requested review.

No material originating in the School District after original employment will be placed in his/her personnel file unless the employee has been furnished a copy of such material. The employee may submit a written notation regarding any material and the same shall be attached to the file copy of the material in question. The signature of an employee on any materials placed in his/her file, not originating from the employee, shall not signify agreement but only the fact that he/she is aware of such material. If the employee believes that material placed in his/her file is false or in error, such material will be removed or corrected upon evidence of its invalidity or error.

- K. The Western Education Association shall be duly advised by the Board of fiscal, budgetary, tax, or legislative problems and programs affecting the district which are proposed or under consideration by the Board. The Board shall make every reasonable effort to provide the Western Education Association the opportunity, in advance, to consult with the Board with respect, thereto, prior to general publication by the Board of any decision of such matters. The Western Education Association recognizes its responsibilities to give every possible assistance to the Board in regard to fiscal, tax, legislative, and other such programs that affect the support of the school system.
- L. The Western Education Association recognizes that the Board is the sole determinant of the curriculum. The Board recognizes that the classroom teacher must, in the final analysis, implement changes in the school curriculum. To facilitate a better understanding of curriculum change and to permit those directly responsible for implementing change, an opportunity shall be provided for discussion of curriculum change with the administration. Any interested teacher may volunteer to work on

curriculum change and will be encouraged to do so by the Board and the Western Education Association.

- M. Staff members are not required to live within the Western School District and may live any reasonable distance from their job assignments. However, distance from the job assignment or other difficulties in getting to the job assignment cannot be considered a reason or an excuse for failure to meet any of the professional tasks or responsibilities of the staff member.

## **ARTICLE II: RIGHTS OF THE BOARD**

- A. The Board, on its own behalf and on behalf of the electors of the district, hereby retains and reserves unto itself, without limitations, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of Michigan, and of the United States, including, but without limiting the generality of the foregoing, the rights:
1. To the executive management and administrative control of the school system and its properties and facilities and the activities of its employees;
  2. To hire all employees and, subject to the provisions of the law, to determine their qualification, placement on the salary schedule and the conditions for their continued employment, or their dismissal or demotion, and to promote, and transfer all such employees;
  3. To establish grades and courses of instruction, including special programs, and to provide for athletic, recreational and social events for students, all as deemed necessary or advisable by the Board;
  4. To decide upon the means and methods of instruction, the selection of textbooks and other teaching materials, and the use of teaching aids of every kind and nature;
  5. To determine class schedules, the hours of instruction, and the duties, responsibilities by the Board, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this Agreement, and then only to the extent such specific and express terms hereof are in conformance with the Constitution and laws of the State of Michigan and the Constitution and laws of the United States.

## **ARTICLE III: SCHOOL YEAR**

For the term of this Agreement, teachers shall be under contract to teach 180 days and shall be employed by the District for 185 days.

Prior to the adoption of the calendar for the ensuing school year, the representatives of the Board and the Western Education Association shall meet to develop a mutually acceptable calendar. This calendar shall include time for parent teacher conferences and submission of records. Such meeting shall occur on or before May 1. Conference and in-service time and

content shall be scheduled through a joint committee between the representative of the Board and the Western Education Association.

## **ARTICLE IV: TEACHING HOURS, WORKING CONDITIONS, AND CLASS LOADS**

### **A. Teaching Hours and Working Conditions**

1. The contract day shall be defined by the requirement of staff members to arrive 10 minutes prior to the start of the scheduled school day and leave no earlier than 5 minutes after the end of the scheduled school day.
2. **Secondary**
  - a. The daily load in the high school grades 9-12, will not exceed an average of six (6), fifty-two (52) minute periods and one (1) conference and preparation period for the contract year.

Teachers whose contractually specified preparation time is not assigned during the contractual school day will be compensated for their preparation time at the appropriate prorated teacher rate.

This provision requires the affected teacher's permission.

Additionally, the Board agrees to notify the Association when such assignments are contemplated. The Board agrees to not eliminate teaching positions via this provision.

- b. The daily teaching load in the middle school, grades 6-8, will not exceed an average of six (6), forty-eight (48) minute class periods, an Advisory block of time (not to exceed twenty-seven (27) minutes) that will be mutually planned and implemented, and one (1) equivalent period for preparation.

The Advisory block of time is to be utilized for such activities as homeroom, school improvement goals, SQUIRT, assemblies, announcements, MAP, etc. Teachers will not be responsible to plan use for this time nor be responsible for grading students during this time block. They can be expected to instruct students using materials that have been designed and delivered to the staff.

- c. The Board and the Western Education Association agree that teachers in grades 6-12 should not have more than three (3) preparations. Guided assistance periods shall not count as a preparation. Every effort will be made in scheduling to comply with this limitation. However, at no time shall a teacher have more than four (4) preparations without his/her prior consent - excluding the departments of music, business, and home economics and special education and in addition, in the middle school, industrial arts and art. The Board and the Association agree to waive these limitations for foreign language classes. In grades 9-12 department chairs shall have the opportunity to meet and discuss teachers' schedules.

1. A preparation shall be defined as a course listing in the Curriculum Guide /Catalog; for example, Honors History and American History would be two (2) preparations.
2. Teamed or co-taught classes are defined by one (1) regular education and one (1) special education teacher, co-teaching one (1) course in the same classroom during the same class period.

This teamed / co-taught class would constitute a preparation if the regular education teacher does not teach the same class title or class number at any other time during the day.

3. The definition in C.1. and C.2. above shall serve for both balancing and the counting of preparations.
- d. Secondary teachers (grades 6-12) will be compensated .64516 percent of their daily rate per student over 155, Advisory and Flex, if scheduled, will not count against the 155.
- e. Assignment to a guided assistance period and/or other assigned teacher-pupil contact duties shall be considered a teaching period for the purpose of this Article.

### **3. Elementary**

- a. The weekly teaching load in elementary school will not exceed twenty seven (27) hours and five (5) minutes of classroom instruction per week. In addition, elementary teachers shall use for conferences and preparation all times during which their classes are receiving instruction from various certified teaching specialists such as: music, physical education, art, foreign languages or character education. Such relief period will be included in the requirement of the contract day.
- b. Elementary teachers who are assigned to a combination class of two (2) grade levels (i.e. 3/4, 4/5 combinations, etc.) shall be provided with a half-time teacher paraprofessional. The teacher shall have input in the selection of the teacher paraprofessional, when that input is not in conflict with the paraprofessional's contractual rights.
- c. Elementary teachers will be provided an average of at least forty-eight (48) minutes per day for planning. Such time may be the result of "specials," an extended lunch period and time in excess of high school M.S. teachers before or after the school day. Under an emergency condition, two (2) teachers will assist in supervising recess activities. The district agrees to implement sufficient specials (i.e., music, art, physical education, etc.) and provide sufficient lunch hour supervision to provide the planning-preparation time as specified herein and to meet prior to each school year with representatives of the Association to discuss various alternatives for time utilization. The final decision of scheduling "specials" shall remain the province of the Board as long as the released time for teachers meets the minimum as stated above.

**4. All Levels**

- a. Teachers are expected to provide supervision of students at all times during the school day, except those designated duty free.
- b. All teachers will have a duty-free, uninterrupted lunch period of equivalent length to that of their pupils, but in no case shall such lunch period be less than twenty-five (25) minutes.
- c. All teachers shall attend staff meetings called by the administration as a regular part of their teaching duties. Excused absences from these meetings shall be limited to unforeseen emergencies and graduate classes scheduled for the corresponding time. These meetings shall not be called before the teacher's regular starting time unless mutually agreed upon. Their frequency shall not exceed one (1) per month except in extreme or emergency conditions. The duration shall not exceed one (1) hour except by majority vote of the teachers present at that meeting.
- d. Teachers shall not be required to report to their respective buildings on days when school is closed because of inclement weather and shall be duly notified via authorized radio and television stations or by communication from the district.
- e. In the event of a partial closing of a building, all teachers shall be expected to report to their building provided that the safety or comfort of teachers be fully considered.
- f. The Board will not require a teacher to maintain, instruct, or supervise students in a classroom facility which is constructed or equipped in violation of any standards set forth in any pursuant to, MCL 388.851, (Construction of School Buildings), nor will the Board require a teacher to maintain, instruct, or supervise students in a classroom facility that does not meet the Michigan Occupational Safety and Health Act, P.A. 154 of the Public Acts of 1974.

**B. Mentor Teachers**

1. 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. The Mentor Teacher shall be a member of the bargaining unit.
2. Each teacher or other bargaining unit member in his/her first three (3) years in the classroom shall be assigned a Mentor Teacher by the administration. The Mentor Teacher shall be available to provide professional support and guidance. The purpose of the mentor assignment is to provide a peer who can offer assistance, resources, and information in a non-threatening collegial manner.
3. A Mentor Teacher shall be assigned in accordance with the following:
  - a. The Mentor Teacher shall be a tenured member of the bargaining unit.
  - b. Participation as a Mentor Teacher shall be voluntary.

- c. The District shall immediately notify the Association of those members requiring a mentor assignment or any affected member whose classroom assignment has changed.
  - d. The administration shall notify the Association when a Mentor Teacher is matched with a bargaining unit member (Mentee). The assignment of the Mentor Teacher shall be finalized by the Administration within twenty (20) work days after the notification.
  - e. Every effort will be made to match Mentor Teachers and Mentees who work in the same building and have the same or similar area of certification. Where possible, the Mentor Teacher and Mentee shall be assigned common preparation time.
  - f. Mentors shall only be assigned one (1) Mentee at a time.
  - g. The Mentor Teacher assignment shall be for only one (1) year subject to review by the Mentor Teacher and Mentee after the first semester. The appointment may be renewed in succeeding years. Either party can request a change in their Mentee/Mentor assignment at any time. Such request shall be granted. Only one such request shall be made during any school year.
4. Because the purpose of the Mentor/Mentee match is to acclimate the new teacher to teaching and to provide the Mentee with the necessary assistance to offer quality instruction, the Board and the Association agree the relationship shall be confidential and shall not, in any fashion, be a matter included in the evaluation of the Mentor Teacher or the Mentee. Neither the Mentor Teacher nor the Mentee shall be permitted to participate in any matter related to the evaluation of the other.
  5. The Mentor and Mentee may be given up to three (3) days per school year, at the discretion of the Administration, to work together on professional development, plan curriculum, attend conferences, etc.
  6. In addition, Mentees shall be provided with a minimum of fifteen (15) days of professional development during the first three (3) years of classroom teaching. When possible, professional development shall be scheduled within the parameters of the regular work day and work year. Any time outside of the regular work week and/or work year, the Mentor shall be compensated, and pro-rated if necessary, at the district's current substitute teacher pay.

**C. Medically Fragile Students within the Least Restrictive Environment**

It is in the interest of both parties to jointly establish and implement procedures, guidelines and working conditions to promote the quality of education for special students enrolled in the Western School District. To that end, those procedures, guidelines, and working conditions will be mutually decided and updated as needs arise and will be enforceable through the grievance procedure.

1. Teachers are encouraged to participate in the IEPC's and data reviews. Consistent with this encouragement;

- a. a listing of IEPC meetings and data reviews will be circulated to all teachers,
  - b. a teacher who would like to participate will notify the appropriate administrator in a timely manner, and
  - c. the administrator will notify the ISD teacher consultant with sufficient time to schedule the meeting at a time appropriate to staff availability.
2. When a teacher feels a need for training, the matter should be discussed with the principal. If determined that training is needed, the training will be provided at the earliest date possible.
  3. The administration will keep staff apprised of special education training events.
  4. Any teacher desiring so, may request a “data review” or “staffing” on any special education student. When requested, these meetings will be held as expeditiously as they can reasonably be scheduled.
  5. Teachers will receive a “Special Education Student Information Form,” as used in the Middle School, prior to the student receiving instruction in their classroom.
  6. It is specifically agreed that the teacher is the instructional professional and is not designated as the health care provider.
  7. Within the first two weeks of each school year, the district will provide a substitute for each special education teacher who has a student on that case load.

**D. Americans with Disabilities Act (ADA)**

The Board and the Association recognize their respective responsibilities to comply with the American with Disabilities Act (ADA) or other similar federal or state legislation, including steps needed in order to reasonably accommodate an employee’s disability or such as, but not limited to, restructuring a job or position, reallocating or redistributing job functions or requirements, altering when or how job functions are performed, creating modified or part-time work schedules, granting preference in work schedules or shifts, creating flexible leave policies, providing disabled employees with transfers or reassignments to vacant positions and providing benefits that may be necessary to reasonably accommodate disabilities.

**E. Communicable Disease Control Policy: Blood Borne Pathogens**

1. The Board shall provide the Association, as soon as possible, with a copy of its Exposure Control Plan and any changes to it.
2. The Board shall provide, at no cost to the employee, Hepatitis B vaccine to all Category I employees as identified in the District Plan.
3. The District shall provide, within twenty-four (24) hours, the Hepatitis B vaccine shots to those employees who have an occupational exposure to blood or other potentially infectious materials.



4. Each employee shall have the right to appeal the determination made by the district regarding the employee's reasonable expectation of exposure to blood borne pathogens or other infectious materials and the availability of the Hepatitis B vaccine. The District shall provide a process for this appeal.
5. The District shall provide, where appropriate, personal protective equipment, such as gloves, at no cost to the employee.
6. The District shall provide labels for all containers of regulated waste, refrigerators, and freezers containing blood or other potentially infectious material, and other containers used to store, transport or ship blood or other potentially infectious materials.
7. The District shall ensure that all employees, with occupational exposure to blood borne pathogens or other infectious materials, participate in a training program. The training program shall be of no cost to employees and offered during working hours. Training shall be provided at the time of initial assignment to tasks when occupational exposure may take place and whenever there is a change in circumstances.

**F. Sexual Harassment**

Sexual harassment is a form of employee misconduct which undermines the integrity of the employment relationship and is therefore a prohibited practice in the Western School District. Sexual harassment refers to behavior which is not welcome, and which interferes with the work effectiveness of its victims and the co-workers. Individuals who experience sexual harassment from co-workers or others should make it clear that such behavior is offensive to them and may file a complaint with the complaint officer appointed by the superintendent, pursuant to current Board Policy.

**G. School Improvement Teams**

The Western Education Association and the Board endorse the concept of School Improvement Teams, as set forth in P.A. 25, as a vehicle to improve the quality of education in the Western School District. We agree that:

1. the composition and structure of these teams may vary from building to building and from year to year;
2. teachers are encouraged to participate on their School Improvement Teams, yet participation is on a voluntary basis;
3. participation in the school improvement process is open to anyone desirous of participating; and
4. a teacher's non-participation on a School Improvement Team will not negatively affect a teacher's evaluation.

**H. Teaming / Co-Taught Classes**

1. Definition as in Article 2.

2. All special education students will be listed on the general education teacher's class roster.

Two weeks prior to the school year the principals with WEA building representatives will meet to review class schedules and balancing within buildings and district wide as appropriate.

## I. **Class Load**

The Board and the Western Education Association/Jackson County Education Association agree that class enrollments, including advisory, will not exceed twenty-eight (28) *pupils per classroom*. Exceptions to this provision include:

### 1. **Class Size**

The Board and the Western Education Association/Jackson County Education Association agree that class enrollments will not exceed twenty-six (26) pupils per class grades K-2. An allowance of one (1) additional student per class is permitted.

### 2. **Young Fives**

Young Fives will not exceed twenty one (21) students per section-, however an additional student (twenty second [22<sup>nd</sup>]) may be added with overage pay. If numbers reach seventeen (17), a paraprofessional will be hired. Students will be scheduled for Young Fives' classes only after consultation with the teachers involved.

### 3. **Allowance**

An *allowance* of two (2) additional students per classroom is permitted in grades 3-12.

In the event that these additional students are added to a classroom except Music, Physical Education and other traditionally recognized larger classes, the teacher will be compensated \$12.00 per full day per student over 28 in grades 3-12 or over 26 students in grades K-2. The above amount will be prorated for secondary teachers, based on the proportion of the teacher's instructional day during which the added student(s) are present in the teacher's classroom.

The above amount will be prorated for secondary teachers, based on the proportion of the teacher's instructional day during which the added student(s) are present in the teacher's class.

The above amount will be paid to elementary teachers, on a prorated basis, for the proportion of the teacher's instructional day where a student not on the teacher's class load is assigned to the teacher's classroom for instruction. However, students not on the teacher's class load shall not count toward that teacher's class load limit. Pro-ration at the elementary level will be on the basis of a six (6) hour instructional day. Pro-rated payments will be rounded to the nearest hour, but shall not be less than one (1) hour.

Example 1: A 4<sup>th</sup> grade teacher has twenty-eight (28) students assigned to her regular class load. Another student not on that teacher's class load is assigned to receive a half-day of instruction from that teacher two times per week. The teacher is entitled to receive a prorated stipend if that student is present in the teacher's class for at least fifteen (15) instructional days in the quarter, but that student would not be counted as the 29<sup>th</sup> pupil on the teacher's regular class load.

Example 2: A 3<sup>rd</sup> grade teacher has thirty (30) students assigned to her regular class load. Another student not on that teacher's class load is assigned to receive an hour of instruction three times per week from that teacher. The teacher is entitled to receive a prorated stipend if that student is present in the teacher's class for at least fifteen (15) instructional days in the quarter, but that student would not cause that teacher's class to exceed the thirty (30) student class load limit for 3<sup>rd</sup> grade.

Example 3: A 5<sup>th</sup> grade teacher has twenty-four (24) students assigned to her regular class load. Another student not on that teacher's class load is assigned to receive two hours of instruction per week from that teacher. The teacher is not entitled to receive a stipend and the student does not count as the 25<sup>th</sup> pupil on the teacher's regular class load.

In order to be eligible to receive the above compensation, the additional student(s) must have been enrolled and been present in the teacher's class for at least fifteen (15) instructional days in the quarter. It is understood that payment is for the class enrollment condition and is not dependent on the presence of the same additional students in the teacher's class during the quarter. Payment will be made to eligible teachers for the scheduled number of instructional days in the quarter. Payment under this provision will be made to the affected teachers on the payroll following the completion of the quarter.

4. Art, computer technology, industrial arts, home living, science, physical education, etc., will be limited by teaching stations and equipment.
5. Special or emergency situations, approved under Article I, D.
6. Balancing. Classes of a similar nature (ex. in a fourth grade, senior English, ninth grade math, etc.) shall be balanced district-wide within a range of five (5) students in grades Young 5s-5 and six (6) students in grades 6-12. In cases where similar classes are unbalanced, a standing committee including a representative chosen by the WEA and relevant principals will meet to determine the best course of action for all involved (ex. student moving to a different elementary school or different classroom). Every effort shall be made to consider what is best for the family including sibling(s)' schools, home address, previous school enrollment etc. Affected teachers shall also be consulted. Class balancing decisions for grades Young 5s-5 shall be made prior to the start of the school year according to numbers submitted two weeks before the first day of classes. Class balancing decisions for grades 6-12 shall be made both prior to the start of the school year (according to numbers submitted two weeks before the first day

of classes) and at the semester (according to numbers submitted two weeks before the start of the semester).

No elementary student whose placement would create such an imbalance will be placed in a classroom until the principal has explored alternate reasonable placements with the transportation department. If no reasonable alternative exists for such imbalance or placement, the standing committee will meet to develop all feasible remedies in an attempt to achieve the specified balance.

7. Whenever more than three (3) CI/EI students are scheduled into a classroom at the same time, a meeting between the principal, the affected teacher, appropriate special education teacher(s), and the Jackson County Intermediate School District teacher consultant must be held prior to the student's first day in the class to facilitate the smoothest and most educationally appropriate entry which is reasonably possible.

Any elementary teacher who has a CI/EI student in their classroom for more than twenty-five percent (25%) of their day shall have that student on their class list.

8. Prior to the close of school each school year, teachers, other than newly appointed teachers, shall be notified in writing of their tentative program for the coming year, including the schools to which they will be assigned, the grades and/or subjects that they will teach, any special or unusual classes that they will have and including tentative class lists for the elementary grades.

NTPSs affected by any subsequent changes in assignment shall be consulted, if possible, and any change in assignment will be made according to the provisions of Vacancies, Promotions and Transfers. In the event such change comes within sixty (60) days of the start of the ensuing school year, the teacher may resign from the school district without penalty.

9. All teachers will provide an official transcript within one (1) month following commencement of employment or wages will be withheld until transcript is provided.

## **ARTICLE V: LEAVES OF ABSENCE**

- A. A leave of absence may be granted to a staff member upon written request to the Superintendent and subsequent approval by the Board. Reasons for a leave of absence include but are not limited to post-natal childcare, adoption, medical treatment, care for a family member, military service or personal matters. The written request shall state the anticipated dates the leave would begin and end, and a general explanation on why the leave of absence is needed.

The initial leave period may be for the duration of the semester when leave was granted plus two (2) consecutive semesters excluding the summer semester. The leave may be extended for one (1) additional school year by written request of the staff member and approval by the Board.

The granting of a leave will not constitute a break in service, but will not count toward service credit through the Michigan Public School Employees Retirement System or towards the required number of probationary years.. Accumulation of seniority during a

leave of absence shall only occur if the staff member works a minimum of eighteen (18) weeks during the school year. If such a staff member works eighteen (18) or more weeks, a full year's seniority shall accrue. If such a teacher works less than eighteen (18) weeks, only that time which the staff member worked shall accrue as seniority.

*The Board may grant a continuation of health insurance benefits during the initial leave period up to a maximum of four (4) months.*

## B. Sick Leave

1. Ten (10) days of sick leave shall be granted, annually, on the first workday of the school year to each staff member. However, the total accumulative days shall not exceed one-hundred (100) days at any time. Employees hired after the start of the school year will be prorated.

a. Sick days must be taken in increments of not less than one-half ( $\frac{1}{2}$ ) day.

2. Sick leave shall be granted for the following reasons:

### a. Personal Illness

Proof of illness in the case of chronic absences, signed by a physician, may be required within one (1) week of last absence so questioned. Upon recommendation of the Superintendent, the Board may at its own expense require a staff member to submit to medical examination by appropriate specialists to determine whether voluntary sick leave is necessary.

### b. Family Illness

Sick leave may be used by a staff member to provide care for a ill family member. **Critical or serious illness in the immediate family:** Sick leave is not to be used for routine family illness but rather is reserved for serious illness of an immediate family member, usually requiring doctor's attention, and requiring the staff member's presence. While there is no specific limit on these days, each situation will be judged on its own merit and the staff member should be in communication with his/her principal or immediate supervisor regarding each absence. WEA and the Board agree that normal usage of these days would generally not require more than ten (10) paid work days. The immediate supervisor and/or the Superintendent may approve additional paid sick leave days in the event of a catastrophic illness or injury or extenuating circumstances not to exceed thirty (30) total paid work days per family member per year. The employee may request a further extension of sick day use from the Board, or may choose to go on an unpaid leave at any time, not to exceed the balance of that semester plus one additional semester. The Board will continue to pay fringe benefits for the duration of the leave.

**Note:** Immediate family is defined as the following: parents, parents-in-law, grandparents, grandchildren, spouse, children, brother, sister, brother-in-law, sister-in-law, son-in-law, daughter-in-law, step-children or step-parents, foster children or foster parents, or a person in loco parentis.

**c. Extended Sick Leave**

In addition to the individual sick leave granted in this section, an extended sick leave is available to staff members with approval of the extended sick leave committee.

- (1) Whenever possible, requests for extended sick leave days must be made in writing and accompanied by medical verification.
- (2) The individual must exhaust all of his/her sick leave days before being eligible to apply for extended sick leave days.
- (3) A committee composed of equal representation (three each) from the Western Education Association and the Western Board of Education must authorize the use of extended sick leave and determine the number of days to be granted within the restriction of section (6) below. The Board of Education shall be responsible for all record keeping of extended sick leave usage. In case of a tie vote, the teacher majority shall prevail on the first occasion and the Board majority shall prevail on the second occasion, with a continuation of that pattern for all subsequent tie votes.
- (4) Extended sick leave if approved, shall be allocated as follows:
  - Days 1-15 will require the employee to pay 0% sub costs.
  - Days 16-30 will require the employee to pay 50% sub costs including roll-up cost through payroll deduction.
  - Days 31-60 will require the employee pay 100% sub costs including roll-up cost through payroll deduction.
- (5) Reasons for use of extended sick leave days in this section shall be identical to reasons for use of days in this section.
- (6) The maximum number of extended sick leave days which a person may draw shall not exceed 60 days.
- (7) A teacher drawing on the bank receives full pay and benefits for the extent of the approved extended sick leave.

**C. Personal Time Off (PTO) Days**

1. Four (4) PTO days shall be awarded to each staff member at the beginning of the school year. PTO days may be used for family illness of a non-critical nature, failure of transportation, court appearance, closing on a house, religious holidays, etc.
  - a. PTO days must be taken in increments of not less than one-half ( $\frac{1}{2}$ ) day.
2. PTO days cannot be used for any business venture, employment or source of income. It is not for casual or indiscriminate use. PTO days shall not be taken on professional development days or the day(s) prior to or after any vacation period, unless specifically approved by the Superintendent as a result of unusual or extenuating circumstances.

3. Requesting PTO days:
  - a. No reason for a single PTO day is necessary prior to May 1<sup>st</sup>
  - b. Anytime during the year that 2 PTO days are requested to be taken in succession (including around a weekend) require prior approval by the building administrator.
  - c. Anytime during the year that 3-4 PTO days are requested to be taken in succession (including around a weekend) require approval by the superintendent.
  - d. Additional days without pay may be granted by the Superintendent.
4. Application for PTO days must be submitted in writing to the principal or immediate supervisor. A reason shall be given for any days requested after April 30<sup>th</sup>. Except in an emergency, application must be made at least three (3) school days in advance of the day requested and the principal shall approve or disapprove in writing no less than two (2) school days in advance of the day requested. Application made two (2) weeks or more prior to requested leave day shall be answered in writing within five (5) school days of submission of application.

**D. Teacher Incapacity**

1. The Western Education Association/Jackson County Education Association, with full knowledge of the Superintendent, or the Superintendent's designee, may request the Board, at the Board's expense, to require a staff member to submit to medical and/or psychiatric examination by appropriate physicians and/or specialists to determine if the staff member is capable of performing his/her contractual obligations.
2. During the period of the proceedings described above, the Board shall have the right to remove or reassign a NTPS, provided he/she is compensated at his/her regular salary during such removal or reassignment.
3. Upon Board review of the written report prepared by the appropriate physicians, the Board may reinstate the staff member, grant the staff member a leave of absence, or release the teacher at the staff member's request, or if the staff member does not request a leave or resign, the Board may proceed with appropriate action for an unrequested leave of absence, according to the provisions of the Tenure Act. If in the executing of this language a leave does occur the staff member involved will continue to accrue seniority while on leave.

**E. Selective Service and Military Leave**

1. If Selective Service is reinstated, parties agree to bargain the issue.

**F. Job Sharing**

1. For the purpose of this Agreement, job sharing shall be considered a part time leave of absence. Any leaves under this Article must be approved by the Board of Education. Both staff members must be certified and qualified for the position. After two years of successful, satisfactory or above evaluation of teaching, the district will consider a job-share proposal for non-tenured staff members. It is understood that the intent of this Article is to be applied for the ensuing year regardless of the duration of the agreement.

2. Job sharing situations must be arranged by the staff members involved and presented to the District and the Association prior to July 1. It is understood that the teachers would be sharing one full time job for the school year.
3. By sharing of one full time job, the teachers would each receive the appropriate pro rata share of their salary as provided in this Agreement.
4. In order to establish a shared job assignment, the involved staff members shall complete the following arrangements:
  - a. A schedule of work times designating responsibility for the class: i.e., 2-1/2 days off, 2-1/2 days on, morning and afternoons, class hours in the secondary schools, etc.
  - b. A brief description of how the job responsibilities would be shared.
  - c. A brief description of the process which would be used for communicating with the building principal or supervisor.
  - d. In creating a job sharing assignment, staff members would be committed for only one (1) year.
5. Staff members in a shared job shall accrue seniority and salary schedule credit as if employed full time.
6. Staff members in a shared job shall attempt whenever possible to reciprocate substituting.
7. **Compensation**

Staff members in shared positions shall mutually agree upon the distribution of fringe benefits, not to exceed the total cost of PLAN A.

**\*\*** To meet MESSA PAK requirements, staff members in shared positions must have a minimum of PAK B.

- a. Salary shall be prorated to reflect the appropriate fraction of the position shared. For example: 3 days per week would mean 60% of salary. A.M. or P.M. teaching (1/2) day would mean 50% of full salary. Salary may be spread over the school year (21) pays or the calendar year (26) pays for those staff members working first semester only may have their salary paid the first semester (approximately ten pays), the school year (twenty-one pays), or the calendar year (twenty-six pays). Salary would begin for those staff members working second semester when employment begins.

Second semester staff members may have their salary spread for the balance of the second semester or through the summer.

- b. Sick and personal leave will accrue on a pro rata basis.



- c. Staff members in shared positions shall receive fringe benefits, as needed, as though they were full time regularly employed teachers, provided that no more than two persons share a position. If more than two persons share a position, fringe benefits shall be on a pro rata basis.

#### **G. Professional Leave**

1. Staff members shall be encouraged to attend and participate in professional meetings such as workshops, conferences, approved visitations to other schools, and similar professional growth activities.
2. Requests for attendance at such activities must be submitted in writing to the principal at least two (2) weeks prior to the event. The request must provide basic information as to the nature of the activity, etc., potential value to the Western School District and the individual and must clearly state if a substitute is required and any expenses which the applicant expects the Board of Education would reimburse. The Superintendent will respond to any such requests in writing. In considering such requests, the Board will look at such areas as the value of the activity with those having the broadest application being given highest priority, the cost to the Board of Education as related to its potential value, the effect of the staff member's absence on the educational program, the number of requests for the same conference, similar previous activities of the staff members and its related benefits to the District to be considered, balancing of activities between the various levels and areas of the K-12 program, balancing according to the time of the year so that spring activities are not automatically eliminated. With the multitude of factors to be considered, it is recognized that the Board must retain discretionary control over approval. If an applicant believes a denial of a request was arbitrary, capricious or based upon poor administrative planning, the applicant may ask for a conference with the Superintendent to clarify the decision. The Association will be provided, upon request, a copy of Administrative rationale for denials of professional day requests.

#### **H. Jury Duty**

Any staff member called for jury duty during school hours or who is subpoenaed to testify during school hours in any judicial or administrative matter, or who shall be asked by the Board to testify in any arbitration or fact-finding, shall be paid the difference between his/her daily salary and any salary earned for such duty.

#### **I. Community Service**

Staff members who are required to serve on National Guard Duty, or who have been authorized by the District to serve in a community service, shall be excused from their job obligations for those days they are authorized to serve. If a staff member is compensated by a community agency or agent, he/she shall reimburse the District for the cost of the substitute. If the staff member receives less compensation than the cost of the substitute, the District shall be responsible for the difference. If the staff member receives more compensation than the cost of the substitute, the staff member shall be entitled to any compensation in excess of the cost of the substitute. Staff members must

recognize that the cost of the substitute may be a limiting or prohibiting factor in considering leaves under this provision.

**J. Association Business Leaves**

1. The Western Education Association will have an aggregate of twenty (20) days per contract year for use of Western Education Association business. Notification will be made in writing to the building principal at least three (3) days in advance of the day to be used. Twenty-four (24) hours is sufficient notice in a case of emergency. The Western Education Association agrees to reimburse the Board for the cost of the substitute
2. A leave of absence without pay will be granted to any staff member for the purpose of serving as an officer or member of the staff of the Jackson County Education Association, the Michigan Education Association, or the National Education Association. If, after all other efforts have been expended by the Board to transfer the replacement staff member to another position upon return of such staff member from leave, the Association will hold the Board harmless from the cost of any unemployment costs resulting from the necessity to lay-off the replacement staff member.
3. If said staff member is serving as an officer of the Jackson County Education Association or Michigan Education Association, there will be no interruption of seniority accrual for four (4) years. After this four (4) year period, seniority will remain frozen. Staff members on such leave will not advance on the salary schedule.

**K. Bereavement**

Death in the immediate family, as defined as the following: parents, parents-in-law, grandparents, grandchildren, spouse, children, brother, sister, brother-in-law, sister-in-law, son-in-law, daughter-in-law, step-children or step-parents, foster children or foster parents, aunt, uncle, niece, nephew and cousin or a person in loco parentis. A maximum of five (5) days is granted for each death.

**ARTICLE VI: PROFESSIONAL GRIEVANCE PROCEDURE**

- A. A claim by a staff member, or the Western Education 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. Grievances which do not involve alleged violations, misinterpretations or misapplications of a specific Article and Section of this Agreement may be processed through Board level but will not be subject to arbitration.
- B. In the event that a staff member believes there is a basis for a grievance the staff member shall first discuss the alleged grievance with his/her building principal either personally or accompanied by his/her Western Education Association representative. The meeting must be held within ten (10) school business days of the violation, misinterpretation or misapplication, or within ten (10) school business days of the event which caused knowledge of the alleged violation.

- C. If, as a result of the informal discussion with the building principal, a grievance exists, the staff member may within ten (10) school business days of the informal discussion invoke the formal grievance procedure through the Western Education Association or on their own, on a form substantially in accordance with that set forth in annexed Appendix C which shall be available from the Western Education Association representative in each building. A copy of the grievance form shall be delivered to the principal. If the grievance involves more than one school building, it may be filed with the Superintendent or a representative designated by him/her.
- D. Within ten (10) school business days of receipt of the grievance, the principal shall meet with the staff member and/or Western Education Association in an effort to resolve the grievance. The principal shall indicate his/her disposition of the grievance in writing within ten (10) school business days of such meeting, and shall furnish a copy thereof to the Western Education Association and to the grievant(s).
- E. If the Western Education Association and/or teacher is not satisfied with the disposition of the grievance, or if no disposition has been made within ten (10) school business days of such meeting (or ten (10) school business days from date of filing, whichever shall be later), the grievance shall be transmitted to the Superintendent. Within ten (10) school business days the Superintendent shall meet with the grievant and the Western Education Association on the grievance and shall indicate his/her disposition of the grievance in writing within ten (10) school business days of such meeting, and shall furnish a copy thereof to the Western Education Association, to the grievant, and the principal.
- F. If the settlement of the grievance is not attained in Step E, or if no disposition has been made within the time limitations as stated, the Jackson County Education Association shall notify the Board of Education by writing to the Secretary of the Board within ten (10) calendar days expressing the reason for the dissatisfaction and furnishing the Secretary a legible copy of the grievance and decision of the principal and Superintendent. The Board, no later than its next meeting or two calendar weeks, whichever shall be later, shall hold a hearing on the grievance. The hearing shall be public unless both parties agree that it should be held in executive session. Disposition of the grievance in writing shall be given to the Jackson County Education Association no later than ten (10) calendar days thereafter.
- G. If a grievance is not satisfactorily adjusted, and if it involves an alleged violation, misinterpretation or misapplication of a specific Article and Section of this Agreement, the Jackson County Education Association may within ten (10) calendar days after the decision of the Board is rendered and received by the Association by certified or registered mail, submit the grievance to arbitration. If the parties cannot agree as to the arbitrator within five (5) calendar days from the notification date the arbitration will be pursued, he/she shall be selected by the American Arbitration Association in accord with its rules which shall likewise govern the arbitration proceeding. Neither the Board nor the Jackson County Education Association shall be permitted to assert in such arbitration preceding any ground or to rely on any evidence not disclosed in the previous steps of this procedure to the other party. The arbitrator shall have no power to alter, add to or subtract from the terms of this Agreement. Both parties agree to be bound by the award of the arbitrator and agree that judgment thereon may be entered in any court of competent jurisdiction. The fees and expenses of the arbitrator shall be paid two-thirds (2/3) by the loser, and one-third (1/3) by the winner.

- H. If any NTPS is found to have been unjustly discharged or denied a renewal of his/her contract, he/she shall be reinstated with full reimbursement of all professional compensation lost. If any NTPS shall have been found to have been improperly deprived of any professional compensation or advantage, the same or its equivalent in money shall be paid to him/her and his/her record cleansed of any reference to such action.
- I. The time limits provided in this Article shall be strictly observed but may be extended by written agreement of the parties. In the event a grievance is filed after May 15 of any year and strict adherence to the time limits may result in hardships of any party, the Superintendent shall use his/her best efforts to process such grievance prior to the end of the school term or as soon thereafter as possible.
- J. Notwithstanding the expiration of this Agreement, any claim or grievance arising hereunder may be processed through the grievance procedure until resolution.

## **ARTICLE VII: PROCESS: REDUCTION AND REALIGNMENT OF NON-TEACHING PROFESSIONAL STAFF MEMBERS**

- A. The primary intent of the Board of Education and the Western Education Association (WEA) shall be to keep each NTPS employed to his/her full or part time status. To that end, the Board or its designee agrees to meet with WEA/JCEA/MEA and take mutually agreeable, reasonable action (including, but not limited to, involuntary transfers, waiver of posting requirements, displacements, employees returning from leave, etc.) to ensure this philosophy.
  - 1. The terms “qualified” and “qualifications” as used in this Agreement shall include the satisfaction of criteria, established in the job description for the NTPS, in addition to being “certified”, as defined below.
  - 2. As used in this Agreement, the term “certified” shall mean that the NTPS possesses the appropriate license, approval or authorization (as applicable) for his/her assignment.
  - 3. A NTPS shall provide written notice to the Board (in the timelines specified below) of any change to his/her certificates, endorsements, licenses, authorizations, approvals or qualifications, after the original filing of same with the Board. Any changes after the final work day must be reported by August 1. Any changes after August 1 must be reported within seven (7) business days after the NTPS receives notice of the change.

The NTPS shall further notify the Board and Association, in writing, not less than seven (7) business days before he/she initiates a request for nullification or limitation of his/her certificates, endorsements, licenses, or approval.

### **B. Layoff**

In the event of necessary layoff due to a decreased student enrollment or shortage of revenue, changes, revisions, or elimination in programs the order of reduction shall be

- 1. In the event it becomes necessary to reduce the number of NTPSs through layoff of employment, or to reduce the number of NTPSs in a given subject area, field,

or program, or eliminate or consolidate position(s), the Board shall determine the order of layoff provided, however, such action shall not be contrary to this Section A. The Board shall endeavor to give forty-five (45) calendar days' notice of layoff to the individual involved, and in any event, thirty (30) calendar days' notice shall be given in all cases.

2. It is further agreed that any layoff pursuant to this Article shall automatically terminate the individual employment contract of all laid off a NTPSs and shall suspend for the duration of the layoff, the Board's obligation to pay salary or fringe benefits and any laid off NTPS's individual or supplemental employment contract as well as all benefits under this collective bargaining agreement, except that any NTPS on layoff pursuant to this Article shall have their hospital and dental insurance extended for three (3) months.
3. Any NTPS on layoff shall be recalled in inverse order of layoff provided he/she is certified and qualified for the vacancy.

No new NTPS shall be employed by the Board while there are NTPSs of the District who are laid off unless there are no laid off NTPSs with proper certification and qualifications to fill any non-teaching vacancy which may arise.

4. The Board shall give written notice of recall from layoff by sending a certified letter to said NTPS at his/her last known address. It shall be the responsibility of each NTPS to notify the Board of any change in address. The NTPS's address as it appears on the Board's records shall be conclusive when used in connection with layoffs, recall, or other notice to the NTPS. If a NTPS fails to report as being available to work ten (10) calendar days from date of sending of the recall, unless an extension is granted in writing by the Board, said NTPS shall be considered as a voluntary quit and shall thereby terminate his/her individual employment contract and any other employment relationship with the Board.
5. A laid off NTPS shall, upon application, be granted priority status on the District substitute teaching list, such priority to be determined according to seniority.

### **C. Seniority**

Seniority shall be defined as the staff member's first working day in the school district.

1. In the circumstances of more than one (1) individual staff member beginning employment on the same date, the staff member whose letter of intent issued by superintendent, timed and dated and subsequently approved by the Board shall be the most senior.
2. Probationary staff members on layoff shall continue to accrue seniority for a period of two (2) years. Tenure staff members on layoff shall continue to accrue seniority during the length of layoff.
3. A staff member shall lose his/her seniority if he/she resigns, retires, or is discharged by the Board.
4. A staff member who becomes an administrator shall retain any seniority accrued as a staff member but does not accrue additional seniority while serving in an administrative capacity.

5. Seniority and movement on the salary schedule accrue at fifty (50%) percent for staff members teaching half (1/2) time or less.

**D. Assignments**

The Board recognizes that it is desirable in making assignments of NTPSs to consider the interests and aspirations of its NTPSs. Requests by a staff member for transfer to a different class, building, or position shall be made in writing to the Board, one (1) copy shall be filed with the Association, one (1) with the Superintendent. The application shall set forth the reasons for transfer, the school, grade or position sought, and the applicant's academic qualifications. Such requests shall be revised once every year. Whenever a realignment of NTPSs becomes necessary, prior to taking formal action, the Board shall meet with the WEA to develop a mutually agreeable plan to implement the realignment of NTPSs.

**E. Process**

1. The Board and Association shall meet as soon as potential realignment of NTPSs is anticipated to develop a mutually agreeable plan.
2. The Board and Association committee shall meet with those NTPSs anticipated to be affected by the realignment. During the summer months, reasonable attempts shall be made to contact and meet with affected NTPSs.
3. The actions of the committee shall be limited to those reasonable under the circumstances.
4. The plan shall be in writing and include the specific actions, supporting rationale, and contingencies.
5. Changes to the plan shall be mutually agreed to by the Association and the Board.
6. If the Board and the Association reach a mutually agreeable solution, the solution shall not be subject to the grievance procedure. If the Board and Association fail to reach a mutually agreeable plan, the issue shall be submitted to expedited binding arbitration.

**F. Seniority List**

Within two (2) weeks after a request, the Board shall provide the WEA/JCEA a complete up-to-date seniority list which shall include name, certification, first working day in the District and, for employees hired after July 1, 1993, the date the Superintendent issued a letter of intent. Said seniority list will rank staff members from the individual with the most amount of service to the individual with the least amount of service.

**G. Displaced**

NTPS Not Due to Yearly Staffing

1. NTPSs who are displaced, but not laid off due to a reduction in program or drop in student enrollment, shall be displaced according to seniority, i.e. the least senior person within a particular program area. The process defined in this Article, Section E, shall be used to realign the assignment of positions in the event of a displaced NTPS. If vacancies occur, displaced NTPSs have the same rights under the contract as other NTPSs to apply for said vacancies. A displaced NTPS shall be allowed to return to his/her previously held position prior to the position being posted provided it does not prevent recall of laid off NTPSs nor cause staff reduction. Displaced NTPS, after reassignment, also have the right under the contract to voluntarily trade positions for a year.

#### **H. Yearly Staffing Procedure**

1. Before the end of the school year, Association presidents (or designees) along with building principals and all full-time NTPSs in that respective building shall meet to do building placements.
2. Lists of current year placements and next year's positions will be created.
3. The most senior NTPSs will be placed in their current year's position on next year's position list.
4. As a result of that movement any displaced NTPS shall be placed on a building displacement list. A displaced NTPS is defined as a staff member not subject to layoff by seniority whose position has been reduced or dropped.
5. At that time those displaced NTPSs and previously displaced NTPSs lists are checked to see if he/she had been displaced from a position in that building and if that position is now open.
6. Any current or previously displaced NTPSs may move to those open positions which he/she previously held.
7. After the displaced NTPSs are given the opportunity to move to his/her previously held position, the remainder of the eligible NTPSs (which may include displaced NTPSs) in the building may bid on the remainder of the open positions by seniority.
8. If a NTPS was displaced from another building, he/she has first right to that position should it become open.
9. After each building has been staffed any remaining open positions will be posted District-Wide.

#### **I. Voluntary Trade**

Any staff member(s) desiring to voluntarily trade or exchange his/her assignment with another staff member may do so with administrative approval. Such transfers may be granted to expand individual teaching experiences or to facilitate scheduling. Voluntary transfers such as these must normally be requested in the academic year prior to such requested moves.

## J. **Vacancies**

Building administrators retain the responsibility and authority to make assignments.

1. A vacancy exists when:
  - a. a position is unoccupied;
  - b. there are no bargaining members on leave who have a right to return to employment;
  - c. and the Board intends to fill the position.

### 2. **Right to Return**

A NTPS has a right to return to an open position if he/she is in one of the following situations. The situations are listed in order of priority to take the open position. If more than one (1) NTPS is in a category, the most senior NTPS may take the open position first. A NTPS has a right to return to an open position if he/she is:

- a. involuntarily transferred from the unoccupied position; or
- b. displaced from the unoccupied position; or
- c. returning from a leave of absence, or;
- d. on layoff status.

### 3. **School Year Vacancies**

Vacancies, at the option of the Board and after consultation with the Association, may either be posted for five (5) days and filled according to this Article or filled on a temporary basis.

- a. A temporary position shall be defined as follows:
  - (1) A vacancy which is filled from outside the bargaining unit in accordance with Article VII, I., or ;
  - (2) A vacancy consisting of less than full time for a period of no more than a full school year for which present staff is not certified, qualified, and available;
  - (3) The total of temporary positions at each level (elementary, middle school, high school) shall not equal or exceed one (1) full time position.
  - (4) A temporary position shall be paid pro-rated salary based on BA, Step 1, or MA Step 1, as appropriate and pro-rated fringe benefits as in Article I, A.



- (5) Said temporary position employee shall not accrue seniority on the bargaining unit seniority list. However, if said employee is employed by the district longer than one (1) full school year, then said employee shall be granted seniority on the bargaining unit seniority list retroactively to their original date of hire in filling the temporary vacancy.
- (6) Temporary assignments, if continued, shall be posted for the next school year.
- (7) Employees who sign a temporary contract have no expectation of continued employment. These employees are represented by the Association and are liable for Association dues.
- (8) Substitute staff members (i.e. individuals assigned to replace absent staff members) shall not be regarded as filling a “temporary position”.

**K. Job Posting**

The Board declares its support of a policy of filling vacancies in NTPS assignments with the best qualified applicants available.

Whenever a vacancy arises or is anticipated, the Superintendent shall promptly notify the Western Education Association and post notice no less than three (3) days before the position is filled and immediately direct a copy of same by email to each laid off staff member. During the summer recess, vacancies will be posted on the District website and staff members who have made a written request will receive notification by email, provided they have furnished an email address of that contact.

Vacancies in NTPS assignments shall be filled on the basis of the experience, competency and qualifications of the applicant, length of service in the district and other relevant factors. No NTPS shall be awarded a position if it directly causes another to be laid off, or involuntarily transferred, or prevents the recall of a laid off NTPS. More senior NTPSs shall be given preference unless qualifications, as identified above, shall be superior for the less senior NTPS. In the event a more senior NTPS is denied a transfer to a vacancy for which they applied, the NTPS shall be entitled to a conference with the Superintendent who shall explain the reasons for the denial. Any disputes may be resolved through the grievance procedure.

**L. Involuntary Transfer**

1. An involuntary transfer of a NTPS will be made in case of an emergency, to prevent undue disruption of the educational program, to meet unique program requirements, or due to reduction in force. Involuntary transfers of NTPS may be made to facilitate the layoff of the least senior NTPS for a particular position, provided the NTPS(s) transferred are qualified and certified for their positions. If an involuntary transfer can be made which will avoid the layoff of a NTPS, or expedite the recall of a NTPS on layoff, a NTPS may be involuntarily transferred to a vacant position.
2. Before such involuntary transfer of a NTPS may be made, the situation must be mutually agreed with the Association and the Board.

3. An involuntary transfer is when a NTPS's assignment is moved up or down one level or when any NTPS's assignment is moved from the specialized programs in 3(b) or vice versa.
  - a. No NTPS shall be involuntarily transferred more than one (1) level up or down.
  - b. The specialized areas counselor shall have three levels: elementary, middle school, or high school.
4. While building administrators retain the responsibility and authority to make assignments of NTPSs, the process used shall include an opportunity for all NTPSs to have input before assignments are completed. Generally, the least senior NTPS(s) certified and qualified to fill the vacancy(s) will be involuntarily transferred.
5. An involuntarily transferred NTPS shall be allowed to return to his/her previously held position prior to the position being posted provided it doesn't prevent recall of a laid off NTPS(s) or cause staff reduction of a NTPS(s).

**M. Bumping**

It may be possible and desirable to realign more than one NTPS so that preferences may be honored. Nothing contained herein implies that there is any process of "bumping" or that a NTPS has any right to a position held by another NTPS, regardless of any perceived differences in qualifications or seniority. Should a NTPS who indicated a preference for a position be denied this position, he/she shall be given the opportunity to discuss this with the administrator responsible for the decision.

## **ARTICLE VIII: MISCELLANEOUS PROVISIONS**

**A. Selection of Books and Materials**

The Board recognizes that appropriate texts, library reference facilities, technology, laboratory equipment, audio-visual equipment, teaching supplies, athletic equipment, current periodicals, standard tests and questionnaires, and similar materials are the tools in the teaching profession. The Board agrees at all times to keep the school reasonably equipped and maintained. The parties will confer from time to time for the purpose of improving selections and use of such educational tools.

**B. Notice of Absence**

As a guideline for reporting absences, a staff member should make a reasonable effort to notify the district at least one (1) hour for secondary and one and a half (1 1/2) hours for elementary before the opening of that teaching day. Lesson plans shall be provided by the staff member for the substitute.

**C. Classroom Interruptions**

Classroom interruptions shall be kept at a minimum.

**D. Selling and Soliciting**

No staff member shall allow any selling or soliciting of any kind in the school unless authorized by the principal.

**E. Protective Clothing**

The Board shall provide staff members of art, home economics, industrial arts, science laboratory classes and kindergarten/Y5, sixty-five dollars (\$65.00) per year for the purchase of protective clothing. The staff member will be responsible for their own laundering of this clothing. In addition, industrial arts staff members will be reimbursed up to one hundred dollars (\$100.00) for the purpose of one (1) pair of protective shoes per year.

**F. Student Interns**

It is suggested that the prospective cooperative staff member be informed about his/her prospective student interns at least three (3) weeks before the student is to begin his/her teaching. Forms shall be passed out to all staff members giving them the privilege to request or reject student intern. The money paid for the supervision of student intern shall be given to the supervising teacher for his/her personal use. The staff member who is involved in the student intern program shall plan the procedure well in advance and have administrative approval.

**G. Observation and Evaluation of Non-Teaching Professionals**

Observation and evaluation of non-teaching professionals shall be according to the procedures established in the Western Professional Growth and Assistance Plan, or a mutually agreeable successor plan.

H. Staff members will be given time to do the Safe Schools Training during professional development days.

**ARTICLE IX: ASSOCIATION MEMBERSHIP, ASSOCIATION NOTIFICATION AND PAYROLL DEDUCTION**

**A. Membership Options:**

Employees have the right to join, not join, maintain, or terminate their membership in the Association as they see fit. Neither party shall exert or put pressure on or discriminate against an employee as regards such matters.

**B. Union Notification**

1. The district shall make a good faith effort to notify the Association within two (2) weeks of newly hired employees of this bargaining unit.
2. Upon request the district will furnish salary data to the Association.

**C. Authorized Deductions**

Authorized deductions shall be deducted from each check and promptly forwarded to credit unions, banks, annuities, HSAs, FSAs, Western Education Foundation, United Way, health insurance premium, etc.

## **ARTICLE X: STAFF MEMBER PROTECTION AND STUDENT RIGHTS**

- A. Any staff member who is threatened with bodily harm by an individual or group or in any case of assault, or battery while carrying out his/her assigned duties, shall be offered the fullest possible protections by the school district. The staff member shall promptly notify his/her principal or supervisor. The Board will provide the staff member with legal counsel to advise the staff member of his/her rights and obligations with respect to such incident.
- B. Any necessary absence from work resulting from Section A of this Article with the Western School District will not be charged against the staff member's sick leave or personal time off. This provision is limited to
1. Ninety (90) days.
  2. Any money received as salary from Workmen's Compensation will be deducted from salary.
- C. Staff members whose normal personal property is damaged in an assault on his/her person arising out of and in the cause of his/her employment may apply for reimbursement of costs, of repairs, or replacement. If an item is damaged beyond repair, actual value at the time of damage will be reimbursed. Items such as eye glasses, dentures, hearing aids, prosthetic devices, shall be reimbursed at their full cost except as limited below. All other claims of loss against items of apparel, automobiles, watches, etc. shall be limited to a maximum of two hundred fifty dollars (\$250) and any money received from a claim against any insurance which either the school district or the employee may carry. Staff members in turn shall be responsible for school equipment in their care while not on school property. Should such damage occur either through negligence or poor judgment, the financial responsibility of staff members shall not exceed \$250.00 or the amount of monies received through their insurance carriers.
- D. The parties recognize that the effect on the entire school system be considered and expect standards of conduct from each individual so that other students in the school system do not suffer from his/her actions. In rare circumstances and in accordance with Board of Education policy and relevant state law, a staff member may find it necessary to resort to some form of "reasonable force." Use of corporal punishment is never permissible. A staff member may use physical restraints as any reasonable and prudent, educated adult would use to protect him/herself, a fellow staff member, administrator, or a student from attack, physical abuse or injury. Reasonable force is also permitted to obtain a weapon or dangerous object or to protect property from physical damage. The Board will support through its legal counsel and through its liability insurance any staff member accused or convicted either civilly or criminally, whose actions in the incident involved were in accord with existing Board policies.
- F. It is recognized by all parties that students' rights and responsibilities and their right to privacy is constantly being changed and interpreted. It is further recognized that students are "persons" in the eyes of the Constitution of the United States and are entitled to due process, especially as these apply to denial of their right to an education;

accordingly the parties recognize their joint responsibility to keep informed of changes and interpretations in student rights.

- G. The Board recognizes its responsibility to give all reasonable support and assistance to staff members with respect to maintenance, control and discipline in the classroom.
- H. Whenever it appears that a particular pupil requires the attention of special counselors, social workers, physicians, or other professional personnel, the staff member shall discuss the behavior of the particular student with his/her principal, complete proper referral forms, and meet with and contribute to any arranged Individual Educational Planning Committee meeting.

In the assignment of students where I.E.P.C. has indicated especially heavy demands on the staff members, the following will be considered:

1. Reducing of class size
  2. Supportive assistance available to the other staff member
  3. Training, interest, experience of the staff member
  4. The climate that will provide the best possibilities of success for the student
  5. The options that are available
- I. A staff member may exclude a pupil from one class period when the grossness of the offense, the persistence of the misbehavior or the disruptive effect of the violation makes the continued presence of the student in the classroom intolerable. In such cases, the staff member will furnish the principal, as promptly as his/her job obligations will allow but no later than the end of the day, full particulars of the incident in writing. As soon as possible, the staff member shall request the student's parent/guardian to attend a conference as required by Section 1309 of the Revised School Code.

## **ARTICLE XI: PROFESSIONAL BEHAVIOR**

- A. Staff member political activities (Board Policy **3231A**) and the teaching of controversial issues (Board Policy **2240**), is of legitimate concern to both the Board and the Western Education Association. The Western Education Association supports the above numbered policies. The Board agrees that it will not change or modify the above numbered policies without at least thirty (30) days prior notification to the Western Education Association of a proposed revision and providing an opportunity for the Western Education Association to appear at a hearing before the Board at a regular meeting.

## **ARTICLE XII: DURATION OF AGREEMENT**

This Agreement shall be effective as of January 1, 2023 and shall remain in effect through December 31, 2025. This Agreement shall not be extended orally, and it is expressly understood that it shall expire on the date indicated. This Agreement including the Appendices incorporates the entire understanding of the parties on all issues which were or could have been the subject of negotiations. During the term of this Agreement, neither party will be required to negotiate with respect to any such matter, whether or not covered by this Agreement, unless by mutual consent of both parties.

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

An emergency manager appointed under the Local Government and School District Fiscal Accountability Act is authorized to reject, modify, or terminate this Agreement as provided in that enactment.

**In Witness Whereof**, the parties have executed this Agreement by their duly authorized representatives the day and year first written above.

**APPENDIX A:  
SALARY SCHEDULE**

Steps will be awarded on January 1, 2023, except for those hired during the 2022-23 school year, and the first workday of the following school years: 2023-24, 2024-25, and 2025-26.

<b>WESTERN EDUCATION ASSOCIATION</b>				
<b>January 1, 2023</b>				
<b>STEP</b>	<b>BA</b>	<b>BA+1/2 MA</b>	<b>MA</b>	<b>MA + 30</b>
<b>1</b>	\$ 42,123	\$ 42,623	\$ 44,593	\$ 47,277
<b>2</b>	\$ 43,386	\$ 43,902	\$ 45,931	\$ 48,695
<b>3</b>	\$ 44,688	\$ 45,219	\$ 47,309	\$ 50,156
<b>4</b>	\$ 46,028	\$ 46,575	\$ 48,728	\$ 51,660
<b>5</b>	\$ 48,310	\$ 48,817	\$ 51,316	\$ 54,045
<b>6</b>	\$ 50,319	\$ 50,817	\$ 53,315	\$ 56,042
<b>7</b>	\$ 52,321	\$ 52,818	\$ 55,610	\$ 58,052
<b>8</b>	\$ 54,320	\$ 54,821	\$ 57,822	\$ 60,547
<b>9</b>	\$ 56,323	\$ 56,827	\$ 60,328	\$ 63,054
<b>10</b>	\$ 58,826	\$ 59,328	\$ 62,824	\$ 65,552
<b>11</b>	\$ 61,333	\$ 61,827	\$ 65,830	\$ 68,559
<b>12</b>	\$ 64,391	\$ 64,890	\$ 69,145	\$ 71,876
<b>13</b>	\$ 67,451	\$ 67,955	\$ 72,459	\$ 75,191
<b>14</b>	\$ 70,126	\$ 70,636	\$ 75,183	\$ 77,943
<b>15</b>	\$ 73,397	\$ 73,927	\$ 78,659	\$ 81,529

**Each employee will receive a one-time Employer 403b contribution of \$1,000 in June 2023 if they complete the 2022-2023 school year. Employees Must establish a 403b through a district approved vendor by April 1, 2023 to receive the Employer 403b contribution.**

<b>WESTERN EDUCATION ASSOCIATION</b>				
<b>August 2023</b>				
<b>2%</b>				
<b>STEP</b>	<b>BA</b>	<b>BA+1/2 MA</b>	<b>MA</b>	<b>MA + 30</b>
<b>1</b>	\$ -	\$ -	\$ -	\$ -
<b>2</b>	\$ 44,254	\$ 44,780	\$ 46,850	\$ 49,669
<b>3</b>	\$ 45,582	\$ 46,123	\$ 48,255	\$ 51,159
<b>4</b>	\$ 46,949	\$ 47,507	\$ 49,703	\$ 52,693
<b>5</b>	\$ 49,276	\$ 49,793	\$ 52,342	\$ 55,126
<b>6</b>	\$ 51,325	\$ 51,833	\$ 54,381	\$ 57,163
<b>7</b>	\$ 53,367	\$ 53,874	\$ 56,722	\$ 59,213
<b>8</b>	\$ 55,406	\$ 55,917	\$ 58,978	\$ 61,758
<b>9</b>	\$ 57,449	\$ 57,964	\$ 61,535	\$ 64,315
<b>10</b>	\$ 60,003	\$ 60,515	\$ 64,080	\$ 66,863
<b>11</b>	\$ 62,560	\$ 63,064	\$ 67,147	\$ 69,930
<b>12</b>	\$ 65,679	\$ 66,188	\$ 70,528	\$ 73,314
<b>13</b>	\$ 68,800	\$ 69,314	\$ 73,908	\$ 76,695
<b>14</b>	\$ 71,529	\$ 72,049	\$ 76,687	\$ 79,502
<b>15</b>	\$ 74,865	\$ 75,406	\$ 80,232	\$ 83,160

**\$1,000 Employer 403b contribution to employees on Step 15 who did not receive a step in August 2023.**



<b>WESTERN EDUCATION ASSOCIATION</b>				
<b>August 2024</b>				
<b>1.5%</b>				
<b>STEP</b>	<b>BA</b>	<b>BA+1/2 MA</b>	<b>MA</b>	<b>MA + 30</b>
<b>1</b>	\$ -	\$ -	\$ -	\$ -
<b>2</b>	\$ 44,918	\$ 45,452	\$ 47,552	\$ 50,414
<b>3</b>	\$ 46,265	\$ 46,815	\$ 48,979	\$ 51,927
<b>4</b>	\$ 47,653	\$ 48,219	\$ 50,448	\$ 53,484
<b>5</b>	\$ 50,015	\$ 50,540	\$ 53,127	\$ 55,953
<b>6</b>	\$ 52,095	\$ 52,611	\$ 55,197	\$ 58,020
<b>7</b>	\$ 54,168	\$ 54,682	\$ 57,573	\$ 60,101
<b>8</b>	\$ 56,237	\$ 56,756	\$ 59,863	\$ 62,684
<b>9</b>	\$ 58,311	\$ 58,833	\$ 62,458	\$ 65,280
<b>10</b>	\$ 60,903	\$ 61,422	\$ 65,042	\$ 67,866
<b>11</b>	\$ 63,498	\$ 64,009	\$ 68,154	\$ 70,979
<b>12</b>	\$ 66,664	\$ 67,181	\$ 71,586	\$ 74,413
<b>13</b>	\$ 69,832	\$ 70,354	\$ 75,017	\$ 77,845
<b>14</b>	\$ 72,601	\$ 73,129	\$ 77,837	\$ 80,694
<b>15</b>	\$ 75,988	\$ 76,537	\$ 81,436	\$ 84,407

**\$1,000 Employer 403b contribution to employees on Step 15 who did not receive a step in August 2024.**

<b>WESTERN EDUCATION ASSOCIATION</b>				
<b>August 2025</b>				
<b>1%</b>				
<b>STEP</b>	<b>BA</b>	<b>BA+1/2 MA</b>	<b>MA</b>	<b>MA + 30</b>
<b>1</b>	\$ -	\$ -	\$ -	\$ -
<b>2</b>	\$ 45,367	\$ 45,906	\$ 48,028	\$ 50,918
<b>3</b>	\$ 46,728	\$ 47,283	\$ 49,469	\$ 52,446
<b>4</b>	\$ 48,129	\$ 48,701	\$ 50,953	\$ 54,018
<b>5</b>	\$ 50,515	\$ 51,046	\$ 53,659	\$ 56,512
<b>6</b>	\$ 52,616	\$ 53,137	\$ 55,749	\$ 58,600
<b>7</b>	\$ 54,710	\$ 55,229	\$ 58,149	\$ 60,702
<b>8</b>	\$ 56,800	\$ 57,324	\$ 60,462	\$ 63,311
<b>9</b>	\$ 58,894	\$ 59,421	\$ 63,082	\$ 65,933
<b>10</b>	\$ 61,512	\$ 62,037	\$ 65,692	\$ 68,545
<b>11</b>	\$ 64,133	\$ 64,650	\$ 68,835	\$ 71,689
<b>12</b>	\$ 67,331	\$ 67,852	\$ 72,302	\$ 75,157
<b>13</b>	\$ 70,530	\$ 71,057	\$ 75,767	\$ 78,624
<b>14</b>	\$ 73,327	\$ 73,861	\$ 78,615	\$ 81,501
<b>15</b>	\$ 76,748	\$ 77,302	\$ 82,250	\$ 85,251

## II. FRINGE BENEFITS –

All staff members are offered the option to subscribe to health insurance, but must take a minimum of PAK B (Ancillary Insurances). Annual employee premium share shall be deducted through payroll twice per month for a total of 24 deductions.

### PAK A (Health Insurance):

Plan availability shall be limited to the current insurance options provided by the Jackson County Health Care Consortium. For 2023, the plan options are:

**Choices \$500/\$1,000 Saver Rx**  
**Choices \$1,000/\$2,000 3 Tier Rx w/Mandatory Mail**  
**ABC \$1,500/\$3,000 ABC Rx**  
**ABC \$1,500/\$3,000 3 Tier Rx w/Mandatory Mail**

### PAK B (Ancillary Insurances):

LTD, Dental, Vision and Life/AD&D Insurance as defined by within PAK B benefits of the Jackson County Health Care Consortium.

The Board shall provide a qualified plan document pursuant to Section 125 of the Internal Revenue Service Code.

Both parties reserve the right to change vendor or benefit level to reduce costs to the employees at any time for the duration of the contract provided the decision is mutually agreed upon and the District remains the Policy Holder.

### Health Care Insurance Cap:

#### Effective January 2023: (2023 Cap Amounts)

- Single \$7,399.47
- 2 Person \$15,474.60
- Full Family \$20,180.43

#### Effective January 2024: (2024 Cap Amounts)

- Single \$TBD
- 2 Person \$TBD
- Full Family \$TBD

#### Effective January 2025: (2025 Cap Amounts)

- Single \$TBD
- 2 Person \$TBD
- Full Family \$TBD

Employees with spouses employed within the District and select PAK B shall receive Two Hundred Fifty Dollars (\$250.00) per month. Employees with spouses employed outside the District and select PAK B shall receive Four Hundred Twenty-Five Dollars (\$425.00) per month.

- A. If both husband and wife are employed by the school district, either the husband or wife may select PAK A to become the policy holder and the other spouse automatically is eligible for PAK B. This coverage shall be provided except as limited for part-time employees in Article I, Section A. When appropriate, Medicare premiums will be paid on behalf of eligible spouses or their dependents.
- B. It shall be the responsibility of the staff member not previously covered to complete the application for such insurance within the time limits prescribed by the insurance carrier or forfeit his/her insurance rights until the next open enrollment period.
- C. In addition to the salary schedule, the Board shall adopt the Michigan School Employees Non-Contributory Retirement Plan for all employees by this Agreement.

### III. ADDITIONAL SALARY BENEFITS

#### A. Master's Program

- 1. A staff member must provide a letter of Intent to the Superintendent by July 1 of their intention to meet the qualifications for the completion of lane change in the upcoming school year.
- 2. Upon completion of one-half (1/2) of the required courses in a Master's program, the staff member shall be moved to the BA+½ MA Lane. A half (½) MA will be defined as 15 credit hours. Changes will be processed at the beginning of semesters only.
- 3. Upon receiving a Master's degree, the staff member shall submit to the Superintendent, certification by the first day of the semester to begin receiving Master's scale salary. Changes will be processed at the beginning of semesters only.
- 4. Master's programs that require 59 or more credit hours (ie: Counseling) will be treated as a MA+30 upon completion of the program.
- 5. In order to be eligible for a lane change from MA to MA+30, the credits must be beyond the original BA and be in an education-related program or with prior approval from the superintendent.

#### B. Longevity Incentive

Employees with 15 years of service or more in Western School District shall receive a bonus for accumulated sick days upon notification to the Superintendent under the following conditions:

- Notice must be received by March 1st of the year of retirement.
- Retirees must complete the school year to receive this incentive (no mid-year resignations/retirements).
- Notice of retirement made in the form of a resignation
- Paid in one payment to the retiree's 403b by January 1<sup>st</sup> of the succeeding year.
- 403b must be established by March 1st of the year of retirement

- Formula for the bonus:  
 $\$2 \times (\text{Years Service in Western}) \times (\text{Number of Sick Days}) \times 1.0765$

**C. Notification of Salary**

Each staff member shall, prior to receiving their first paycheck of the academic year, sign a salary and length of contract agreement with verification of available PTO and sick leave days.

**D. Merit Pay**

- a. \$50 for Effective/Highly Effective (one payment prior to August 1<sup>st</sup>)

**E. Sick and PTO Day Bonus**

At the end of the school year, staff members shall receive a bonus for unused sick and/or PTO days per the following scale via payroll:

- If 0-2.0 days are used, staff members will receive \$2400.
- If 2.5-4.0 days are used, staff members will receive \$1500.
- If 4.5-6.0 days are used, staff members will receive \$800.
- Days not used during the current school year will be carried over to the following year as sick days.
- The Sick/PTO Day Bonus will remain in effect for the duration of the contract.

**F. Voluntary Benefits**

The Employer will make a variety of benefits available each year during open enrollment for employees to purchase, including dependent life and short-term disability insurance. Participation in the plans will be subject to meeting the terms applicable to each plan and agreement to pay for selected benefits through payroll deduction. Current employees who wish to participate in the 403b bonuses offered in the contract will be required to open an account with a vendor from the approved vendor list by March 1, 2023 in order to receive any bonuses. Future new hires will have until March 1 of the school year in which they begin employment to open an account with a vendor from the approved vendor list. Failure to have a 403b account will result in loss of any 403b bonus the employee may be eligible for in the current school year. There will be no cash options available for these bonuses.

**G. 403b Bonuses**

Eligible staff who will receive:

- a. 2022-23: Employees who finish the school year will receive a \$1,000 dollar bonus. This bonus will be deposited in the employee's District approved 403b account as an employer contribution by June 30, 2023.
- b. 2023-24: Employees who, in the current year of service as a teacher to the District, attain the year in the Milestone chart will receive a 403b bonus for that year only in the employee's District approved 403b account as an employer contribution by June 30. To be eligible for the Milestone bonus, the staff member must complete the school year (no mid-year resignations/retirements).

- c. 2024-25: Employees who, in the current year of service as a teacher to the District, attain the year in the Milestone chart will receive a 403b bonus for that year only in the employee's District approved 403b account as an employer contribution by June 30. To be eligible for the Milestone bonus, the staff member must complete the school year (no mid-year resignations/retirements).

<b>MILESTONES</b>	
YRS	403b
1-3	\$2500
10	\$1000
15	\$1500
20	\$2000
25	\$2500
30	\$3000
35	\$3500

## APPENDIX B: SUPPLEMENTAL SALARIES

### I. Supplemental Salaries

Percentages of supplemental salaries shall be based on the hours outside the classroom/school day with a minimum of fifty hours, number of students participating in the activity, length of season and/or total number of events/requirements. These percentages relate to the B.A. salaries listed in Appendix A at the step consistent with the number of years of experience in the activity from 1 through 8 for the school year and thereafter. Experience may be established based on the number of years of coaching in a given sport or supervision in a given activity.

Prior to the issue of the Schedule B contract, a minimum performance of duties will be issued to the coach or advisor.

Schedule B adjustments and additions must be approved prior to the contract with the principal, superintendent and WEA.

### II. Compensation for Additional Duties

- A. **Substitutes:** Staff members, teaching as a substitute during their conference and/or preparation time, shall receive one-fifth (1/5) of the current substitute rate.
- B. Teachers may elect to earn National Board Certification at their own expense. If a teacher earns National Board Certification they shall receive a two percent (2%) stipend yearly as long as the certification is current.
- C. **Counselor Extra Duties Beyond School Calendar:** The Administration may require additional duties on work days prior to or after the teacher work calendar, to be paid at the staff member's hourly per diem, and limited to 150 hours, unless there is prior approval of the superintendent.

### III. Additional Compensation

- A. Any staff member whose duties require regular travel between two (2) or more schools will be reimbursed at the IRS rate; calculated and paid separately from regular wages. This rate shall apply for anyone who must use his/her personal car for school business.

## SCHEDULE B POSITIONS

%	BOYS' ATHLETICS	%	GIRLS' ATHLETICS
14	Varsity Basketball	14	Varsity Basketball
2	Varsity Basketball Assistant	2	Varsity Basketball Assistant
9	JV Basketball	9	JV Basketball
7.5	9th Basketball	7.5	9th Basketball
5	7th/8th Basketball (2 or 4 A/B)	5	7th/8th Basketball (2 or 4 A/B)
14	Football (Head Varsity)	(10)	Gymnastics (Varsity)*
9	Football (Assistant Varsity) (2)	7	Gymnastics (Asst)
7.5	Football (JV) (2)		
7	Football (9th) (2)	11	Volleyball (Varsity)
5	Football (7th/8th) (4)	2	Volleyball (Varsity) Assistant
		8.5	Volleyball (JV)
13	Wrestling (Varsity)	7.5	Volleyball (9th)
9	Wrestling (Asst)	5	Volleyball (7th/8th) (2 or 4 A/B)
5	Wrestling (MS) (2)		
		10	Track (Head Varsity)
10	Track (Head Varsity)	6.5	Track (Varsity Asst)
6.5	Track (Varsity Asst)	5	Track (MS) (2)
5	Track (MS) (2)		
		(6)	Golf (Varsity)
10	Cross Country (Varsity-Comb)	2	Golf (Varsity) Assistant
6.5	Cross Country (Varsity-Comb)		
5	Cross Country (MS)	(10)	Softball (Varsity)
5	Cross Country (MS)	2	Softball (Varsity) Assistant
		(7)	Softball (JV)
(10)	Baseball (Varsity)	5	Cross Country (MS)
2	Baseball (Varsity) Assistant		
(7)	Baseball (JV)	10	Soccer (Varsity)
		2	Soccer (Varsity) Assistant
(6)	Golf (Varsity)	7	Soccer (JV)
2	Golf (Varsity) Assistant		
		(8)	Comp./Sideline Cheer (Varsity)
10	Soccer (Varsity)	2	Comp. Cheer (Varsity) Assistant
2	Soccer (Varsity) Assistant	4	Comp. Cheer (JV)
7	Soccer (JV)		
		(8)	Tennis (Varsity)
(8)	Tennis (Varsity)	2	Tennis (Varsity) Assistant
2	Tennis (Varsity) Assistant	5	Tennis (JV)
5	Tennis (JV)		
		6	Bowling (Boys & Girls)
		2	Bowling Assistant

\* Reduce Gymnastics - current pay of 12% will be maintained until the current position holder from 2022-2023 leaves the position.



### SCHEDULE C (Curricular or Co-curricular Activities)

%	ACTIVITY	%	ACTIVITY
9	HS Band	4.5	HS Musical (2)
4	HS Jazz Band	4	HS Play (2)
3	MS Band	2	JV Play or One Act Festival
3	HS Flags	2	MS Play (2)
2	Marching Band Asst.	2	Elementary Musical (2)
9	HS Choir	2	Elementary Music Programs
3	MS Choir		
1	Band Camp (2)	2.5	HS Student Council
		2	MS Student Council
11	Debate (Varsity)	2	National Honor Society
6.5	Debate (Asst)	2	Quiz Bowl
7	Forensics (Varsity)	1	Key Club
3.5	Forensics (Asst)	1	National Art Honor Society
2.5	School Improvement ELE (6) MS (3) WHS (4) WCPHS (1)	8	Yearbook (extra curricular)
		4	Yearbook Class
3	Class Advisor (Jr. 2)		
2	Class Advisor (Sr. 2)		
1	Class Advisor (So. 2)		
1	Class Advisor (Fr. 2)	(2.5)	Mentor Teachers

\*Number in parenthesis indicates the number of positions available to be funded in that activity.

**WESTERN EDUCATION ASSOCIATION**

**APPENDIX C: GRIEVANCE FORM**

Name of Grievant(s): \_\_\_\_\_

Date Alleged Violation Occurred: \_\_\_\_\_

**LEVEL 1 AND 2 (Building Principal)**

A. Identify the provision(s) of this Agreement which is alleged to have been violated, misinterpreted or misapplied.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Statement of Grievance: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

Relief Sought: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Association Rep

\_\_\_\_\_  
Grievant's Signature

\_\_\_\_\_  
Date

B. Date Discussed with Building Principal: \_\_\_\_\_

C. Date Written Grievance Presented to Principal: \_\_\_\_\_  
(Copies to Principal, Grievant)

D. Date of Meeting Between Grievant and Principal: \_\_\_\_\_

Disposition by Principal: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_/\_\_\_\_\_  
Principal's Signature      Date

Association Response to Principal's Disposition: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_/\_\_\_\_\_  
Grievant Signature      Date

\_\_\_\_\_/\_\_\_\_\_  
Association Signature      Date

(Copies to Principal, Grievant, WEA)

### **LEVEL 3 (Superintendent)**

E. Date of Transmittal to Superintendent: \_\_\_\_\_

Date of Meeting Between Superintendent,  
WEA and Grievant: \_\_\_\_\_

Disposition by Superintendent: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_/\_\_\_\_\_  
Superintendent's Signature      Date

Association Response to Superintendent's Disposition: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_/\_\_\_\_\_  
Grievant Signature                      Date                      Association Signature                      Date

(Copies to Principal, Grievant, WEA, Superintendent)

**LEVEL 4 (Board of Education)**

F. Date Notified Board: \_\_\_\_\_  
(Copies to Principal, Grievant, WEA, Superintendent, JCEA, Board of Education Secretary)

Date of Hearing: \_\_\_\_\_

Disposition by Board of Education: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_/\_\_\_\_\_  
Signature    Date

Association Response to Disposition by Board: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_/\_\_\_\_\_  
Grievant Signature                      Date                      Association Signature                      Date

(Copies to Principal, Grievant, WEA, Superintendent, JCEA, Board of Education Secretary)

**LEVEL 5 (Arbitration)**

Date of Submission to Arbitration: \_\_\_\_\_

Name of Agreed Upon Arbitrator: \_\_\_\_\_

OR

Date Requested Assistance of A.A.A.: \_\_\_\_\_  
(Copies to Principal, Grievant, WEA, Superintendent, JCEA, Board of Education Secretary)

Arbitration Decision: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Date of Award: \_\_\_\_\_

**NOTE:** Each copy must be legible and complete. It is best, to avoid misunderstanding, to have photocopies or other similar reproductions. Additional sheets may be added to this form but must be retained in all copies.

## TABLE OF CONTENTS

<b>ARTICLE I: RECOGNITION AND RIGHTS OF THE ASSOCIATION</b>	<b>1</b>
<b>ARTICLE II: RIGHTS OF THE BOARD</b>	<b>3</b>
<b>ARTICLE III: SCHOOL YEAR</b>	<b>3</b>
<b>ARTICLE IV: TEACHING HOURS, WORKING CONDITIONS, AND CLASS LOADS</b>	<b>4</b>
A. Teaching Hours and Working Conditions	4
2. Secondary	4
3. Elementary	5
4. All Levels	6
B. Mentor Teachers	6
C. Medically Fragile Students within the Least Restrictive Environment	7
D. Americans with Disabilities Act (ADA)	8
E. Communicable Disease Control Policy: Blood Borne Pathogens	8
F. Sexual Harassment	9
G. School Improvement Teams	9
H. Teaming / Co-Taught Classes	9
I. Class Load	10
1. Class Size	10
2. Young Fives	10
3. Allowance	10
<b>ARTICLE V: LEAVES OF ABSENCE</b>	<b>12</b>
B. Sick Leave	13
a. Personal Illness	13
b. Family Illness	13
c. Extended Sick Leave	14
C. Personal Time Off (PTO) Days	14
D. Teacher Incapacity	15
E. Selective Service and Military Leave	15
F. Job Sharing	15
G. Professional Leave	17
H. Jury Duty	17
I. Community Service	17
J. Association Business Leaves	18
K. Bereavement	18
<b>ARTICLE VI: PROFESSIONAL GRIEVANCE PROCEDURE</b>	<b>18</b>
<b>ARTICLE VII: PROCESS: REDUCTION AND REALIGNMENT OF NON-TEACHING PROFESSIONAL STAFF MEMBERS</b>	<b>20</b>
B. Layoff	20
C. Seniority	21
D. Assignments	22

E. Process	22
F. Seniority List	22
G. Displaced	22
H. Yearly Staffing Procedure	23
I. Voluntary Trade	23
J. Vacancies	24
2. Right to Return	24
3. School Year Vacancies	24
K. Job Posting	25
L. Involuntary Transfer	25
M. Bumping	26
<b>ARTICLE VIII: MISCELLANEOUS PROVISIONS</b>	<b>26</b>
A. Selection of Books and Materials	26
B. Notice of Absence	26
C. Classroom Interruptions	26
D. Selling and Soliciting	27
E. Protective Clothing	27
F. Student Interns	27
G. Observation and Evaluation of Non-Teaching Professionals	27
<b>ARTICLE IX: ASSOCIATION MEMBERSHIP, ASSOCIATION NOTIFICATION AND PAYROLL DEDUCTION</b>	<b>27</b>
A. Membership Options:	27
B. Union Notification	27
C. Authorized Deductions	27
<b>ARTICLE X: STAFF MEMBER PROTECTION AND STUDENT RIGHTS</b>	<b>28</b>
<b>ARTICLE XI: PROFESSIONAL BEHAVIOR</b>	<b>29</b>
<b>ARTICLE XII: DURATION OF AGREEMENT</b>	<b>29</b>
<b>APPENDIX A:</b>	<b>31</b>
SALARY SCHEDULE	31
January 1, 2023	31
August 2023	32
August 2024	33
August 2025	34
II. FRINGE BENEFITS –	35
PAK A (Health Insurance):	35
PAK B (Ancillary Insurances):	35
III. ADDITIONAL SALARY BENEFITS	36
A. Master's Program	36
B. Longevity Incentive	36
C. Notification of Salary	37

D. Merit Pay	37
E. Sick and PTO Day Bonus	37
F. Voluntary Benefits	37
G. 403b Bonuses	37
<b>APPENDIX B: SUPPLEMENTAL SALARIES</b>	<b>39</b>
I. Supplemental Salaries	39
II. Compensation for Additional Duties	39
III. Additional Compensation	39
SCHEDULE B POSITIONS	40
SCHEDULE C (Curricular or Co-curricular Activities)	41
<b>APPENDIX C: GRIEVANCE FORM</b>	<b>42</b>
<b>TABLE OF CONTENTS</b>	<b>46</b>